
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

Zivo Bioscience, Inc.
(Name of Issuer)

Common stock, \$.001 par value
(Title of Class of Securities)

98978N 101
(CUSIP Number)

Timothy R. Damschroder
Bodman PLC
201 S. Division, Suite 400
Ann Arbor, MI 48104

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 17, 2017
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

| | | |
|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. | Names of Reporting Persons. Strome Mezzanine Fund, LP | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) OO | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or Place of Organization Delaware | |
| Number of Shares Beneficially Owned by Each Reporting Person With | 7. | Sole Voting Power 0 |
| | 8. | Shared Voting Power 40,750,000 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 40,750,000 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 22.4% | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 22.4% | |
| 14. | Type of Reporting Person (See Instructions) PN | |

| | | |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. | Names of Reporting Persons. Strome Alpha Fund, L.P. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) | |
| | (a) | <input checked="" type="checkbox"/> |
| | (b) | <input type="checkbox"/> |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) OO | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or Place of Organization California | |
| Number of Shares Beneficially Owned by Each Reporting Person With | 7. | Sole Voting Power 0 |
| | 8. | Shared Voting Power 40,750,000 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 40,750,000 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 22.4% | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 22.4% | |
| 14. | Type of Reporting Person (See Instructions) PN | |

| | | |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. | Names of Reporting Persons. Strome Investment Management, LP | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) AF | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or Place of Organization Delaware | |
| Number of Shares Beneficially Owned by Each Reporting Person With | 7. | Sole Voting Power 0 |
| | 8. | Shared Voting Power 40,750,000 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 40,750,000 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 22.4% | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 22.4% | |
| 14. | Type of Reporting Person (See Instructions) PN | |

| | | |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. | Names of Reporting Persons. Strome Group, Inc. | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) AF | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or Place of Organization Delaware | |
| Number of Shares Beneficially Owned by Each Reporting Person With | 7. | Sole Voting Power 0 |
| | 8. | Shared Voting Power 40,750,000 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 40,750,000 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 22.4% | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 22.4% | |
| 14. | Type of Reporting Person (See Instructions) CO | |

| | | |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. | Names of Reporting Persons. Mark E. Strome | |
| 2. | Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/> | |
| 3. | SEC Use Only | |
| 4. | Source of Funds (See Instructions) AF | |
| 5. | Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/> | |
| 6. | Citizenship or Place of Organization United States | |
| Number of Shares Beneficially Owned by Each Reporting Person With | 7. | Sole Voting Power 0 |
| | 8. | Shared Voting Power 40,750,000 |
| | 9. | Sole Dispositive Power 0 |
| | 10. | Shared Dispositive Power 40,750,000 |
| 11. | Aggregate Amount Beneficially Owned by Each Reporting Person 22.4% | |
| 12. | Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/> | |
| 13. | Percent of Class Represented by Amount in Row (11) 22.4% | |
| 14. | Type of Reporting Person (See Instructions) IN | |

Item 1. Security and Issuer

This statement on Schedule 13D/A relates to the common stock, \$0.001 par value (the “Common Stock”), of Zivo Bioscience, Inc., a Michigan corporation (the “Issuer”). The Issuer’s principal offices are located at 2804 Orchard Lake Road, Suite 202, Keego Harbor, MI 48320.

Item 2. Identity and Background

This statement is being filed by the following persons (each a “Reporting Person” and, collectively, the “Reporting Persons”):

- (i) Strome Mezzanine Fund, LP, which is a Delaware limited partnership (“Strome Mezzanine”);
- (ii) Strome Alpha Fund, L.P., which is a California limited partnership (“Strome Alpha”);
- (iii) Strome Investment Management, LP, which is a Delaware limited partnership and the general partner of each of Strome Mezzanine and Strome Alpha;
- (iv) Strome Group, Inc., which is a Delaware corporation and the general partner of Strome Investment Management, LP; and
- (v) Mark E. Strome, who is a United States citizen and the sole director, president, and chief executive officer of Strome Group, Inc.

The principal business address for each of these entities and Mr. Strome is 100 Wilshire Boulevard, Suite 1750, Santa Monica, CA 90401. The principal business of each of Strome Mezzanine, Strome Alpha and Strome Investment Management, LP is to invest in both public and private securities. The principal business of Strome Group, Inc. is to act as a holding company for business investments, and the principal occupation of Mr. Strome is serving as the President of the Strome Group, Inc.

During the last five years, none of the Reporting Persons (i) have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

As of the date hereof, Strome Mezzanine may be deemed to beneficially own 27,166,667 shares of Common Stock, which are issuable as follows: (i) 10,000,000 are issuable upon conversion of the Ninth Amended and Restated Senior Secured Convertible Promissory Note dated March 1, 2017 made by the Issuer (the “Note”) in favor of HEP Investments LLC (“HEP”) pursuant to a Participation Agreement between HEP and Strome Mezzanine dated July 21, 2017 attached as Exhibit 2 and incorporated by this reference, as amended by the Amendment to Participation Agreement, Guaranty, Warrants and Amended and Restated Registration Rights Agreement dated November 15, 2017 attached as Exhibit 3 and incorporated by this reference (the “Amendment,” and the Participation Agreement as so amended, the “Participation Agreement”), and (ii) 17,166,667 are issuable upon exercise of warrants issuable to Strome Mezzanine by the Issuer. Strome Mezzanine paid its entire \$1.0 million obligation under the

Participation Agreement from investment capital in two payments of \$500,000 each on July 21, 2017 and September 20, 2017.

As of the date hereof, Strome Alpha may be deemed to beneficially own 13,583,333 shares of Common Stock, which are issuable as follows: (1) 5,000,000 are issuable upon conversion of the Note pursuant to the Participation Agreement and (ii) 8,583,333 are issuable upon exercise of warrants issuable to Strome Alpha by the Issuer. Strome Alpha paid its entire \$500,000 obligation under the Participation Agreement from investment capital on November 17, 2017.

Item 4. Purpose of Transaction

On July 21, 2017, Strome Mezzanine and HEP entered into the Participation Agreement, which was amended on November 15, 2017 to add Strome Alpha as a party. Under the terms of the Participation Agreement, Strome Mezzanine purchased a participation right for the amount of \$1.0 million in the Note, and Strome Alpha purchased a participation right for the amount of \$500,000 in the Note. The payments pursuant to the Participation Agreement were paid in three equal tranches; the first two tranches of \$500,000 were paid by Strome Mezzanine and the third tranche of \$500,000 was paid by Strome Alpha. Upon each payment, Strome Mezzanine or Strome Alpha, as applicable, received the right to convert its payment to 5,000,000 shares of Common Stock, and received immediately exercisable warrants for 250,000 shares of Common Stock. After the final payment, Strome Mezzanine received an immediately exercisable warrant for an additional 16,666,667 shares of Common Stock and Strome Alpha received an immediately exercisable warrant for an additional 8,333,333 shares of Common Stock. To induce Strome Mezzanine and Strome Alpha to enter into the Participation Agreement, the member and manager of HEP guaranteed certain of the Issuer's obligations and liabilities to repay the principal of the Note in the event that the Issuer becomes insolvent, dissolves or files for federal bankruptcy protection over the next two years. The Guaranty dated July 21, 2017 made by Laith Yaldoo in favor of Strome Mezzanine is attached hereto as Exhibit 5 and is incorporated by this reference (the "Guaranty"). The Guaranty was amended to guarantee the participation of Strome Alpha under the Participation Agreement, pursuant to the Amendment.

The Reporting Persons are participating in the Note and acquiring the warrants for investment purposes. Depending on their continuing evaluation of the business and prospects of the Issuer, the Reporting Persons may acquire or dispose of additional shares, or rights to receive shares, of the Issuer.

Except as set forth above, the Reporting Persons do not have any present plans which relate to or would result in:

- (i) The acquisition by any person of additional securities of the issuer, or the disposition of securities of the issuer;
 - (ii) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the issuer or any of its subsidiaries;
 - (iii) A sale or transfer of a material amount of assets of the issuer or any of its subsidiaries;
 - (iv) Any change in the present board of directors or management of the issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
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- (v) Any material change in the present capitalization or dividend policy of the issuer;
- (vi) Any other material change in the issuer's business or corporate structure, including but not limited to, if the issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by section 13 of the Investment Company Act of 1940;
- (vii) Changes in the issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any person;
- (viii) Causing a class of securities of the issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (ix) A class of equity securities of the issuer becoming eligible for termination of registration pursuant to section 12(g)(4) of the Act; or
- (x) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer

(a-b) The aggregate number and percentage of the shares of Common Stock outstanding beneficially owned by each Reporting Person set forth below and on pages 2-6 hereof are based on 140,906,061 shares of Common Stock outstanding as of October 19, 2017.

| Reporting Person | Amount beneficially owned | Percent of class | Sole power to vote or direct the vote | Shared power to vote or direct the vote | Sole power to dispose or to direct the disposition of | Shared power to dispose or direct the disposition of | Amount of beneficially owned securities subject to right to acquire |
|----------------------------------|---------------------------|------------------|---------------------------------------|-----------------------------------------|-------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------------|
| Strome Mezzanine Fund, LP | 40,750,000 | 22.4% | 0 | 40,750,000 | 0 | 40,750,000 | 40,750,000 |
| Strome Alpha Fund, L.P. | 40,750,000 | 22.4% | 0 | 40,750,000 | 0 | 40,750,000 | 40,750,000 |
| Strome Investment Management, LP | 40,750,000 | 22.4% | 0 | 40,750,000 | 0 | 40,750,000 | 40,750,000 |
| Strome Group, Inc. | 40,750,000 | 22.4% | 0 | 40,750,000 | 0 | 40,750,000 | 40,750,000 |
| Mark E. Strome | 40,750,000 | 22.4% | 0 | 40,750,000 | 0 | 40,750,000 | 40,750,000 |

(c) On November 17, 2017, pursuant to the Participation Agreement, Strome Alpha purchased \$500,000 of an undivided interest in the Note and in exchange received the right to convert its interest in the Note to shares of Common Stock at \$0.10 per share, for a total of 5,000,000 shares. The Issuer issued to Strome Alpha, in the same transaction, an immediately exercisable warrant for 250,000 shares with an exercise price of \$0.10 per share. Pursuant to the Participation Agreement, upon the payment by Strome Alpha of this third tranche, the Issuer (i) issued to Strome Mezzanine an immediately exercisable warrant for 16,666,667 shares with an exercise price of \$0.10 per share, and (ii) issued to Strome Alpha an immediately exercisable warrant for 8,333,333 shares with an exercise price of \$0.10 per share.

(d) None.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to the Securities of the Issuer

Item 4 above summarizes provisions of the Participation Agreement, the Amendment, the Note and the Guaranty and is incorporated herein by reference. Copies of the Participation Agreement, the Amendment, the Note and the Guaranty are filed as exhibits to this Schedule 13D/A and are incorporated by reference.

Strome Mezzanine and Strome Alpha intend to act together to pursue a common strategy of acquisition or disposition with respect to their investment in the Issuer. Such understanding has not been reduced to a written agreement.

Item 7. Material to be Filed As Exhibits

| <u>Exhibit Number</u> | <u>Description</u> |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Joint Filing Agreement |
| 2 | Participation Agreement dated July 21, 2017 by and between HEP Investments, LLC and Strome Mezzanine Fund, LP, incorporated by reference from Exhibit 2 to Strome Mezzanine's Schedule 13D filed with the SEC on July 31, 2017 |
| 3 | Amendment to Participation Agreement, Guaranty, Warrants and Amended and Restated Registration Rights Agreement dated November 15, 2017 by and among Strome Mezzanine Fund LP, Strome Alpha Fund, L.P., HEP Investments, LLC, Zivo Bioscience, Inc. and Laith Yaldao. |
| 4 | Ninth Amended and Restated Senior Secured Convertible Promissory Note dated March 1, 2017 made by Zivo Bioscience, Inc. in favor of HEP Investments, LLC, incorporated by reference from Exhibit 10.43 to Zivo Bioscience, Inc.'s Form 8-K filed with the SEC on March 6, 2017 |
| 5 | Guaranty dated July 21, 2017 made by Laith Yaldao in favor of Strome Mezzanine Fund, incorporated by reference from Exhibit 4 to Strome Mezzanine's Schedule 13D filed with the SEC on July 31, 2017 |

SIGNATURE

After reasonable inquiry, and to the best of my knowledge and belief, the undersigned hereby certifies that the information set forth in this statement is true, complete and correct.

Date: November 21, 2017

Strome Mezzanine Fund, LP

By: Strome Investment Management, LP
Its: General Partner

By: Strome Group, Inc.
Its: General Partner

By: /s/ Mark E. Strome
Name: Mark E. Strome
Its: President

Strome Alpha Fund, L.P.

By: Strome Investment Management, LP
Its: General Partner

By: Strome Group, Inc.
Its: General Partner

By: /s/ Mark E. Strome
Name: Mark E. Strome
Its: President

Strome Investment Management, LP

By: Strome Group, Inc.
Its: General Partner

By: /s/ Mark E. Strome
Name: Mark E. Strome
Its: President

Strome Group, Inc.

By: /s/ Mark E. Strome
Name: Mark E. Strome
Its: President

/s/ Mark E. Strome
Mark E. Strome

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, Strome Investment Management, LP, Strome Group, Inc. and Mark E. Strome agree separately with each of Strome Mezzanine Fund, LP and Strome Alpha Fund, L.P. to the joint filing on behalf of each of them a statement on Schedule 13D/A (including amendments thereto, if any) with respect to the shares of common stock of Zivo Bioscience, Inc., a Michigan corporation, and that this Agreement may be included as an Exhibit to such joint filing.

Each of the undersigned agrees to be responsible for the timely filing of the Schedule 13D/A and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the 21st of November 2017.

Strome Mezzanine Fund, LP

By: Strome Investment Management, LP
Its: General Partner

By: Strome Group, Inc.
Its: General Partner

By: /s/ Mark E. Strome
Name: Mark E. Strome
Its: President

Strome Alpha Fund, L.P.

By: Strome Investment Management, LP
Its: General Partner

By: Strome Group, Inc.
Its: General Partner

By: /s/ Mark E. Strome
Name: Mark E. Strome
Its: President

Strome Investment Management, LP

By: Strome Group, Inc.
Its: General Partner

By: /s/ Mark E. Strome
Name: Mark E. Strome
Its: President

Strome Group, Inc.

By: /s/ Mark E. Strome
Name: Mark E. Strome
Its: President

/s/ Mark E. Strome
Mark E. Strome

**AMENDMENT TO PARTICIPATION AGREEMENT, GUARANTY, WARRANTS AND
AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT**

THIS AMENDMENT TO PARTICIPATION AGREEMENT, GUARANTY, WARRANTS AND AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (the “*Amendment*”), dated as of November 15, 2017, is by and among Strome Mezzanine Fund LP (“*Strome Mezz*”), Strome Alpha Fund LP (“*Strome Alpha*”), HEP Investments, LLC (“*HEP*”), Zivo Bioscience, Inc. (“*Zivo*” or the “*Company*”) and Laith Yaldao (“*Yaldao*”).

WHEREAS, reference is hereby made to (i) that certain Participation Agreement, dated as of July 21, 2017, by and among Strome Mezz, HEP and Zivo (the “*Participation Agreement*”), (ii) the warrants issued or to be issued under or in connection with the Participation Agreement (the “*Warrants*”), (iii) the Amended and Restated Registration Rights Agreement, dated as of October 18, 2017, by and among Strome Mezz, HEP and Zivo (the “*Registration Rights Agreement*”), and (iv) the Guaranty, dated as of July 21, 2017, by Laith Yaldao in favor of Strome Mezz (the “*Guaranty*” and, with the Participation Agreement, Warrants and Registration Rights Agreement, the “*Amended Documents*”).

WHEREAS, the Participation Agreement requires Strome Mezz to make three equal installment payments (the “*Required Fundings*”) on the terms, and subject to the conditions, set forth in such Participation Agreement, it being understood and agreed that Strome Mezz has timely made the first two Required Fundings prior to the date hereof.

WHEREAS, the Parties hereto wish to amend the Amended Documents to provide that the third and final Required Funding, and the benefits attendant thereto, be made by, and received by, Strome Alpha, an affiliate of Strome Mezz, in lieu of Strome Mezz making such Required Funding and receiving such benefits.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

1. AMENDMENTS TO PARTICIPATION AGREEMENT.

- (a) Amendment to Section 1(c). Section 1(c) of the Participation Agreement is hereby amended to require that the third and final Required Funding be paid by Strome Alpha in lieu of payment thereof by Strome Mezz.
 - (b) Amendment to Section 4. Section 4 of the Participation Agreement is hereby amended to require the consent of both Strome Mezz and Strome Alpha prior to HEP taking any of the actions set forth in the proviso to the first sentence thereof (*i.e.*, clauses (A) through (E)).
 - (c) Amendment to Section 5. Section 5 of the Participation Agreement is hereby amended to cause one-third (1/3rd) of the fifteen million (15,000,000) shares (and the additional shares payable in respect of accrued and unpaid interest, to the extent relating to Strome Alpha’s participation in the Participation Agreement) described thereby to become distributable to
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Strome Alpha in lieu of distribution thereof to Strome Mezz upon a conversion of the relevant participations, if and to the extent Strome Alpha has paid the Required Funding contemplated for it by Section 1(a) of this Amendment. For the avoidance of doubt, (i) the shares distributable to Strome Alpha under such amended Section 5 shall be (and shall be only) the shares distributed in respect of Strome Alpha's participation (*e.g.*, if there is less than a full conversion under the Participation Agreement, and if only Strome Mezz converts its participation, all distributed shares shall be for the account of Strome Mezz) and (ii) the conversion by Strome Mezz and/or Strome Alpha under such Amended Section 5 shall not prohibit the other participant under the Participation Agreement from converting its participation thereafter.

- (d) Amendment to Section 15. The first sentence of Section 15(b) of the Participation Agreement is hereby amended to also require the notice described therein be given to Strome Alpha.
 - (e) Amendment to Section 18. Section 18 of the Participation Agreement is hereby amended to require any notice to Participant (as defined in the Participation Agreement) also be given to Strome Alpha at the same address listed in the Participation Agreement for Strome Mezz.
 - (f) Amendments to Section 23. Section 23 of the Participation Agreement is hereby amended as follows:
 - i. Clause (c) thereof is amended to permit individual notices from Strome Alpha and/or Strome Mezz to cause a conversion (as described in such clause) with respect to such person's participation under the Participation Agreement (with the number of shares deliverable upon such a conversion calculated in accordance with Section 5 of the Participation Agreement, as amended).
 - ii. Clause (d) thereof is amended to require the Warrants described therein to be paid as follows: 500,000 to Strome Mezz and 250,000 to Strome Alpha.
 - (g) Amendments to Section 24. Section 24 of the Participation Agreement is hereby amended as follows:
 - i. Clause (a) thereof is amended to (x) apply the 15,000,000 share test set forth therein to the aggregate holdings of Strome Mezz and Strome Alpha (and their respective affiliates), and (y) give the Observer (as defined therein) rights to Strome Mezz and Strome Alpha, acting jointly, it being understood and agreed that Mark Strome shall act as Observer if Strome Mezz and Strome Alpha are unable to jointly appoint an Observer.
 - ii. Clause (b) thereof is amended to offer the right of first refusal described therein to both Strome Mezz and Strome Alpha (which may participate therein in any proportion agreed by such persons, it being understood and agreed that if Strome
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Mezz and Strome Alpha cannot agree on the applicable proportion of participation therein, Strome Alpha shall be limited to making one-third (1/3rd) of the applicable investment).

iii. Clause (c) thereof is amended to provide that the Warrants exercisable for two hundred and fifty thousand (250,000) shares of Zivo that are attributable to the third Required Funding shall, upon Strome Alpha's funding of such amount, be distributed directly to Strome Alpha in lieu of distribution thereof to Strome Mezz.

iv. Clause (d) thereof is amended to provide that the Warrants exercisable for twenty five million (25,000,000) shares of Zivo shall, upon payment of the Purchase Price (as defined in the Participation Agreement), be distributed in the following ratio: two-thirds (2/3^{rds}) to Strome Mezz and one-third (1/3rd) to Strome Alpha.

v. Clause (f) thereof is amended to provide that the Registration Rights Agreement amendments described thereby shall apply to Strome Alpha with the same force and effect applicable to Strome Mezz.

(h) General Amendment. Without limiting the foregoing, the parties intend that, in consideration of Strome Alpha making the third of the Required Fundings, Strome Alpha shall (x) become a "Participant" (as defined in the Amended Documents), (y) receive one-third (1/3rd) of all consideration and benefits payable or distributable to the Participant under or with respect to the Amended Documents, and (z) be responsible for (1/3rd) of the payments, responsibilities and requirements of the Participant set forth in the Amended Documents (the foregoing clauses (x) through (z), the "**Intent of the Parties**"). In furtherance of the foregoing, the Participation Agreement is further amended to require that (i) all notices, consents, requirements, rights (including indemnity and indemnification requirements and rights, if any) payments and obligations of the Participant apply to Strome Alpha, and Strome Alpha shall have the benefit thereof and/or be bound thereby, as applicable (or be responsible for one-third (1/3rd) thereof, as context warrants, it being understood and agreed that this Amendment shall not increase the aggregate obligations of, nor decrease the aggregate benefits owed to, Strome Alpha and Strome Mezz, taken as whole), (ii) the representations and warranties, covenants and requirements, of HEP and Zivo therein shall be made to, and performed for the benefit of, both Strome Mezz and Strome Alpha and (iii) each provision of the Participation Agreement reasonably required to be modified in order to effect the foregoing clauses (a) through (h) of this Section 1, the remainder of this Amendment and/or the Intent of the Parties be modified, *mutatis mutandis*, to effect such provisions and the Intent of the Parties. For the avoidance of doubt, (i) Strome Mezz's rights under the Participation Agreement are not otherwise affected hereby, other than as expressly set forth herein, and Strome Mezz shall continue to enjoy two-thirds (2/3^{rds}) of the consideration and rights received from HEP and Zivo thereunder and (ii) except as expressly set forth herein, Strome Mezz and Strome Alpha shall act jointly in any action required of or permitted by the Participant under the Participation Agreement, as amended, other than with respect to provisions where it is reasonably practicable for either such person to act singly.

2. AMENDMENTS TO GUARANTY.

- (a) Amendment to Guarantee Strome Alpha's Participation. The Guaranty is hereby amended to cause Yaldao to guarantee the participation of Strome Alpha under the Participation Agreement to the same extent that Yaldao previously guaranteed the participation of Strome Mezz under the Participation Agreement (including, for the avoidance of doubt, payment of Enforcement Costs (as defined in the Guaranty)).
- (b) General Amendment. In furtherance of the Intent of the Parties, the Guaranty is further amended to require that (i) all notices, consents, requirements, rights (including indemnity and indemnification requirements and rights, if any) payments and obligations of the Participant (as defined in the Guaranty) apply to Strome Alpha, and Strome Alpha shall have the benefit thereof and/or be bound thereby, as applicable (or be responsible for one-third (1/3rd) thereof, as context warrants, it being understood and agreed that this Amendment shall not increase the aggregate obligations of, nor decrease the aggregate benefits owed to, Strome Alpha and Strome Mezz, taken as whole), (ii) the representations and warranties, covenants, guarantee, and requirements of Yaldao therein shall be made to, and performed for the benefit of, both Strome Mezz and Strome Alpha and (iii) each provision of the Guaranty reasonably required to be modified in order to effect the foregoing clauses (a) and (b) of this Section 2, the other Sections of this Amendment and/or the Intent of the Parties be modified, *mutatis mutandis*, to effect such provisions and the Intent of the Parties. For the avoidance of doubt, (i) Strome Mezz's rights under the Guaranty are not affected hereby (and are hereby reaffirmed by Yaldao) and (ii) Strome Mezz and Strome Alpha shall act jointly in any action required of or permitted to be taken by the Participant under the Guaranty, as amended, other than with respect to provisions where it is reasonably practicable for either such person to act singly.

3. AMENDMENT TO REGISTRATION RIGHTS AGREEMENT

- (a) Amendment to Add Strome Alpha to Registration Rights Agreement. The Registration Rights Agreement is hereby amended to grant the benefits held by Strome Mezz thereunder to Strome Alpha, *mutatis mutandis*, with respect to shares and Warrants held by Strome Alpha.
 - (b) General Amendment. In furtherance of the Intent of the Parties, the Registration Rights Agreement is further amended to require that (i) all notices, consents, requirements, rights (including indemnity and indemnification requirements and rights, if any) and obligations of Strome (as defined in the Registration Rights Agreement) also apply to Strome Alpha, and Strome Alpha shall have the benefit thereof and/or be bound thereby, as applicable, (ii) the representations and warranties, covenants and requirements, of Zivo therein shall be made to, and performed for the benefit of, both Strome Mezz and Strome Alpha and (iii) each provision of the Registration Rights Agreement reasonably required to be modified in order to effect the foregoing clauses (a) and (b) of this Section 3, the other Sections of this
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Amendment and/or the Intent of the Parties be modified, *mutatis mutandis*, to effect such provisions and the Intent of the Parties. For the avoidance of doubt, (i) Strome Mezz's rights under the Registration Rights Agreement are not affected hereby, except as expressly set forth herein and (ii) Strome Mezz and Strome Alpha shall make any election, notice or request under the Registration Rights Agreement jointly, it being understood any such election, notice or request may be (but shall not be required to be) given solely with respect to the warrants and/or shares held by Strome Mezz or the warrants and/or shares of Strome Alpha.

4. AMENDMENTS TO WARRANTS.

- (a) Acknowledgement of Warrants Status. The parties hereto acknowledge that, notwithstanding the Participation Agreement, no Warrants have been issued to Strome Mezz or Strome Alpha as of the date hereof.
- (b) General Amendment to Forms of Warrants. The forms-of Warrants attached to the Participation Agreement as Exhibit A and Exhibit B are hereby amended to effect the amendments to the Participation Agreement set forth in Section 1, the other amendments set forth in this Amendment and the Intent of the Parties, *mutatis mutandis*. For the avoidance of doubt, such Warrants will be divided, and issued as required by the Participation Agreement (as amended), separately to Strome Mezz and Strome Alpha (and not issued jointly to both such entities), and such separate options may be exercised by Strome Mezz or Strome Alpha independent of one another's elections.

5. MISCELLANEOUS.

- (a) Further Assurances. Each of the parties hereto will use its reasonable best efforts to, with reasonable diligence, do all things necessary in order to consummate and make effective the terms of this Amendment, including without limitation, executing and delivering or otherwise providing such further documents, amendments, instruments or information required by any party as reasonably required to effect the purpose and intent of this Amendment and to carry out its provisions.
 - (b) Non-circumvention; Non-Impairment. No party hereto shall, by amendment of its governance documents or agreements, or through a reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed by such party under this Amendment, but shall at all times in good faith assist in carrying out all the provisions of this Amendment, including by using its reasonable best efforts to take all actions necessary or appropriate to protect each party's rights under this Amendment against dilution, failure or other impairment.
 - (c) General Amendments Not Limited. For the avoidance of doubt, the parties hereto intend to amend the Amended Documents to fully effect the Intent of the Parties. In furtherance of the
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foregoing, the parties acknowledge and agree that the lack of any specific amendment (or the amendment of any specific term) in or to the Amended Documents shall not be construed to limit the general amendments set forth herein in any manner whatsoever.

- (d) Choice of Law; Choice of Venue; WAIVER OF JURY TRIAL. This Amendment shall be construed in accordance with the laws of the State of Michigan, without giving effect to any choice of law provision which could cause the application of the laws of another jurisdiction. The parties hereto agree the State and Federal Courts sitting within the State of Michigan shall have exclusive jurisdiction over any dispute arising from or in connection with this Amendment. THE PARTIES HERETO WAIVE TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WITH RESPECT TO ANY DISPUTE ARISING FROM OR IN CONNECTION WITH THIS AMENDMENT.
- (e) Invalidity; Construction; Execution. Should any provision of this Amendment be declared or be determined to be illegal, invalid, or otherwise unenforceable, the validity of the remaining provisions hereof will not be affected thereby but such will remain valid and enforceable, and said illegal, invalid or unenforceable provisions shall be deemed not to be a part of this Amendment (whereupon the parties hereto will endeavor in good faith to re-enact such provision in a manner that is not subject to such limitations). Section headings are given for convenience of the parties only and shall not affect the interpretation hereof. This Amendment may be executed and delivered in any number of identical counterparts, each of which shall be deemed an original for all purposes, and execution and delivery of this Amendment may be made by electronic means (including .pdf or .tif format), which shall be as effective as manual execution and delivery for all purposes.
- (f) Notices. Notices under this Amendment shall be delivered in accordance with the Participation Agreement, as amended hereby.
- (g) Limited Amendment. No provisions of the Amended Documents are amended or otherwise modified, except as expressly set forth herein, and the parties hereto expressly confirm that such Amended Documents, as amended hereby and including any provisions thereof not amended hereby, remain in full force and effect. The amendment of the Amended Documents contemplated hereby shall not require or give rise to any future amendments of such documents in the same, similar or different circumstances.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the date first written above:

HEP INVESTMENTS, LLC

By: /s/ Laith Yaldo
Name: Laith Yaldo
Title: Member – Manager

ZIVO BIOSCIENCE, INC.

By: /s/ Philip M. Rice
Name: Philip M. Rice
Title: Chief Financial Officer

STROME MEZZANINE FUND LP

By: /s/ Mark E. Strome
Name: Mark Strome
Title: President/CEO of Strome Investment Management LP, its
General Partner

STROME ALPHA FUND LP

By: /s/ Mark E. Strome
Name: Mark Strome
Title: President/CEO of Strome Investment Management LP, its
General Partner
