

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "Agreement") is made the 27th day of September, 2021 (the "Effective Date")

AMONG:

EAT BEYOND GLOBAL HOLDINGS INC., a corporation existing under the laws of the Province of British Columbia (the "Purchaser")

AND:

HARBOUR WEST VENTURES LIMITED, a corporation existing under the laws of the Province of Ontario ("Harbour")

AND:

TOOR OPERATING COMPANY LTD., a corporation existing under the laws of the Province of Ontario ("Toor")

AND:

WAECLA FINANCIAL INC., a corporation existing under the laws of the Province of Ontario ("Waella")

AND:

CURTIS CUSINATO, an individual residing in the Province of Ontario ("Curtis" and, together with Harbour, Toor and Waella, the "Vendors" and each, a "Vendor")

AND:

RICHARD J. WELLS, an individual residing in the Province of Ontario ("Richard")

WHEREAS:

- A. Beyond Moo Ltd., an Ontario corporation with a business address at 1258 Ravine Drive, Mississauga, Ontario L5J 3E4 (the "Company") is in the business of creating, developing and producing of healthy, clean and dairy-free alternatives to spreads, yogurts and kefir (the "Business");
- B. The Vendors hold an aggregate of 75,000 Common Shares (defined herein) representing 20% of the Company, as follows:
 - i. 30,000 Common Shares legally and beneficially owned by Harbour;
 - ii. 30,000 Common Shares legally and beneficially owned by Toor;
 - iii. 7,500 Common Shares legally and beneficially owned by Waella;
 - iv. 7,500 Common Shares legally and beneficially owned by Curtis;
- C. The Vendors wish to sell all of their 75,000 Common Shares (the "Purchased Shares") to the Purchaser, and the Purchaser wishes to acquire the Purchased Shares, in accordance with the terms and conditions set out herein (the "Share Purchase").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the covenants and agreements hereinafter contained, the parties covenant and agree as follows:

1. INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following definitions apply:

- (a) **“Agreement”** has the meaning set out on the Face Page;
- (b) **“Approvals”** has the meaning set out in Section 8.2(e);
- (c) **“Business”** has the meaning set out in Recital A;
- (d) **“Claim”** means any claims, demands, complaints, proceedings, actions, suits, causes of action, assessments or reassessments, charges, orders, judgments, losses and grievances;
- (e) **“Closing”** means the completion of the Share Purchase pursuant to the terms of this Agreement on the Closing Date at 1 p.m. (Vancouver time) or such other time agreed to in writing by the parties;
- (f) **“Closing Date”** means October 15, 2021, or such other date as agreed to in writing by the parties;
- (g) **“Common Share”** has the meaning set out in Recital B;
- (h) **“Company”** has the meaning set out in Recital A;
- (i) **“Consent”** means any resolution, consent, authorization, approval, ratification, permit, waiver, ruling, notice, exemption or acknowledgement from any Person pursuant to applicable law, court order or under the terms of any applicable Company license which is provided for or required in respect of or pursuant to the Share Purchase or the terms of any Contract in connection with the sale of the Purchased Shares to the Purchaser on the terms contemplated in this Agreement, to permit the Company to carry on its Business in the ordinary course after the Closing Date, or which is otherwise necessary to permit the parties to perform their obligations under this Agreement.
- (j) **“Contracts”** means all written contracts, agreements, leases, licenses, arrangements, sale orders or other legally binding agreement, instrument, arrangement, promise, obligation, understanding, undertaking or commitment, whether express or implied, to which the Company is a party or by which the Company or any of its properties or assets or the business of the Company is bound, or under which the Company has rights.
- (k) **“Control”** of a Person by another Person means that the second Person directly or indirectly possesses the power to direct or cause the direction of the management and policies of the first Person, whether through the ownership of securities, by contract or by any other means and **“controlled by”** and **“under common control with”** have corresponding meanings;
- (l) **“Curtis”** has the meaning set out on the Face Page;

- (m) “**Directors’ Resolution**” has the meaning set out in Section 8.2(d);
- (n) “**Effective Date**” has the meaning set out on the Face Page;
- (o) “**Encumbrance**” means any charge, mortgage, lien, pledge, Claim, restriction, security interest or other encumbrance whether created or arising by agreement, statute or otherwise at law, attaching to property, interests or rights and shall be construed in the widest possible terms and principles known under the law applicable to such property, interests or rights and whether or not they constitute specific or floating charges as those terms are understood under the laws of the Province of British Columbia;
- (p) “**Governmental Authority**” means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any government department, body, ministry, agency, tribunal, commission, board, court, bureau or other authority, including any applicable Canadian or foreign stock exchange, exercising or purporting to exercise executive, legislative, judicial, regulatory, tax or administrative functions of, or pertaining to, government;
- (q) “**Harbour**” has the meaning set out on the Face Page;
- (r) “**Interim Period**” means the period from and including the date of this Agreement to and including the Closing Date;
- (s) “**Loss**” means any loss, liability, damage, cost, expense, charge, fine, debt, order, penalty or assessment, resulting from or arising out of any Claim, including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise relating thereto and all interest, punitive damages, tax, fines and penalties and reasonable legal fees and expenses incurred in connection therewith. For the avoidance of doubt, “**Loss**” also refers to all costs incurred in investigating or pursuing any Claim or any proceeding relating to any of the foregoing (including the costs of enforcement of this Agreement);
- (t) “**Person**” is to be broadly interpreted and includes an individual, a partnership, a corporation, a trust, a joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature, and the executors, administrators or other legal representatives of an individual in such capacity.
- (u) “**Purchase Price**” means the aggregate amount of \$262,500, representing a value of CAD\$3.50 per Common Share, flowing on the basis set out in Section 2.1;
- (v) “**Purchased Shares**” has the meaning set out in Recital C;
- (w) “**Purchaser**” has the meaning set out on the Face Page;
- (x) “**Richard**” has the meaning set out on the Face Page;
- (y) “**Rights Agreement**” has the meaning set out in Section 3.1(h);
- (z) “**Share Purchase**” has the meaning set out in Recital C;

- (aa) "Shareholders' Resolutions" has the meaning set out in Section 8.2(c);
- (bb) "Toor" has the meaning set out on the Face Page;
- (cc) "Vendors" has the meaning set out on the Face Page;
- (dd) "Vendors' Representative" means Richard; and
- (ee) "Waella" has the meaning set out on the Face Page.

2. PURCHASE PRICE AND TRANSACTION

- 2.1 **Transaction.** The Vendors agree to sell, assign and transfer the Purchased Shares to the Purchaser, and the Purchaser agrees to purchase the Purchased Shares from the Vendors, on the Closing Date, free and clear of all Encumbrances in exchange for the Purchase Price on the following basis:

Vendor	Number of Common Shares	Purchase Price
Harbour West Ventures Ltd.	30,000	\$105,000
Toor Operating Company Ltd	30,000	\$105,000
Waella Financial Inc.	7,500	\$26,250
Curtis Cusinato	7,500	\$26,250

- 2.2 **Payments on Closing.** In full satisfaction of the Purchase Price, the Purchaser will promptly pay the Purchase Price to the Vendors by way of cheque, money order, bank draft, wire transfer or other means reasonably acceptable to the Vendors and, in any case, as directed by the Vendor's Representative (defined herein).

3. REPRESENTATIONS AND WARRANTIES

- 3.1 **Vendor's Representations and Warranties.** The Vendors, jointly and severally, represent and warrant to the Purchaser as stated below, and acknowledge that the Purchaser is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the transactions herein:

- (a) the Purchased Shares are validly issued and outstanding as fully paid and non-assessable shares in the authorized share structure of the Company;
- (b) each Vendor owns their Purchased Shares as legal and beneficial owner, free and clear of all Encumbrances and any other rights of others;
- (c) each Vendor has due and sufficient right and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to perform its obligations under this Agreement, including to transfer the legal and beneficial title to and ownership of their Purchased Shares to the Purchaser, free and clear of Encumbrances and any other rights of others, and the execution and delivery by such Vendor of this Agreement and the performance by such Vendor, or the Vendors' Representative on behalf of the Vendors, of the Vendors' covenants contained in this Agreement will not be in violation of any agreement to which the Vendor is a party and will not result in the creation or imposition of any Encumbrance whatsoever against the Purchased Shares;

- (d) the execution and delivery of this Agreement has been duly authorized by all necessary corporate action of each Vendor that is a corporation;
- (e) to the best knowledge of the Vendors, except for the Approvals specified in Section 8.2(d), no Consent of, or filing, declaration or registration with, or notice to any Governmental Authority or any other Person, which has not been received or made, is required to be obtained or made by the Vendors or the Company for the execution and delivery of this Agreement or for the consummation of the transactions contemplated by this Agreement. Each Required Consent has been obtained and is in full force and effect.
- (f) no person, firm or corporation other than the Purchaser hereunder has any agreement or option or any right capable at any time of becoming an agreement to:
 - (i) purchase or otherwise acquire the Purchased Shares or through the Vendors any of the unissued shares in the capital of the Company; or
 - (ii) require the Vendors to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of their Purchased Shares other than under this Agreement;
- (g) the Purchased Shares are the only Common Shares held (beneficially or otherwise) by the Vendors;
- (h) the Vendors are not a party to any shareholders' agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any Common Shares, including the Purchase Shares, other than the letter agreement among the Company and the Vendors dated February 19, 2020 (the "Rights Agreement");
- (i) the Company is not directly or indirectly indebted to any Vendor nor any party not at arm's length with or under the Control of any Vendor;
- (j) this Agreement creates legal and binding obligations of each Vendor enforceable against it in accordance with its terms, subject only to applicable bankruptcy and insolvency laws and that equitable remedies are available in the discretion of the court;
- (k) Neither the Vendors nor, to the best of the Vendor's knowledge, the Company, nor their respective affiliates and representatives, has employed any broker, finder, investment banker or other intermediary in connection with the transactions contemplated by this Agreement who might be entitled to a fee or any commission from the Company upon consummation of the transactions; and
- (l) each Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

3.2 **Purchaser's Representations and Warranties.** The Purchaser represents and warrants as stated below, and acknowledges that the Vendors are relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the transactions herein:

- (a) it has due and sufficient right, power and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to perform its obligations under this Agreement;
- (b) the execution and delivery of this Agreement has been duly authorized by all necessary corporate action of it; and
- (c) this Agreement creates legal and binding obligations of it, enforceable against it in accordance with its terms, subject only to applicable bankruptcy and insolvency laws and that equitable remedies are available in the discretion of the court.

4. COVENANTS

4.1 During the Interim Period, except as otherwise consented to by the Purchaser, the Vendors shall, and shall make reasonable efforts to cause the Company to:

- (a) *Inconsistent Activities.* Not to solicit or encourage any inquiries or proposals or initiate discussions or negotiations with, or provide any information to any third party (other than the Purchaser) concerning, or enter into any transaction involving, the acquisition of all or any part of the Purchased Shares, assets or the Business; or
- (b) *Representations and Warranties of the Vendor.* Not to do anything that would cause any of the representations and warranties of the Vendors under this Agreement or under any other document delivered pursuant to this Agreement to be false or misleading.

5. ACCESS AND DUE DILIGENCE

5.1 **Access to Vendor Information.** The Purchaser and its auditors, counsel and other representatives shall be afforded immediate and continuous access at all reasonable times to, and the Vendors shall furnish to the Purchaser or its representatives, all books and records, certificates, instruments and other documents of the Vendors with respect the Purchased Shares or the Share Purchase, as reasonably requested by the Purchaser or its representatives.

6. SURVIVAL AND INDEMNIFICATION

6.1 **Survival.** All provisions contained in this Agreement shall survive the execution, delivery and performance of this Agreement, the Closing and the execution and delivery of any transfer documents or other documents of title to the Purchased Shares and all other agreements, certificates and instruments executed and delivered hereunder and the payment of the consideration for the Purchased Shares.

6.2 **Indemnification by the Vendor.** The Vendors hereby indemnify, defend and hold harmless the Purchaser:

- (a) from and against any and all Loss or Claim suffered or incurred by or asserted against them, as a result of, or arising in connection with or related in any manner whatever to any misrepresentation or breach of any representation, or warranty made or given by the Vendors; and
- (b) for any failure by the Vendors to observe or perform any obligation contained or covenant set out in this Agreement.

The indemnity provided by the Vendors referenced in this Section shall be limited to 50% of the Purchase Price received by each Vendor, applied as follows:

Vendor	Indemnity
Harbour West Ventures Ltd.	\$52,500
Toor Operating Company Ltd	\$52,500
Waella Financial Inc.	\$13,125
Curtis Cusinato	\$13,125

7. CONDITIONS OF CLOSING

7.1 **Purchaser's Conditions.** The obligation of the Purchaser to purchase the Purchased Shares is subject to the satisfaction at or prior to the Closing Date of the following conditions precedent, which are included herein and made a part hereof for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in the manner provided herein for waiver:

- (a) *Due Diligence.* The Purchaser will have satisfactorily completed, in its sole discretion, the due diligence investigations set forth in Section 5 and such other investigations as it considers necessary to complete the Share Purchase, and confirmed or waived the removal of subject conditions, as applicable;
- (b) *Representations and Warranties.* The representations and warranties of the Vendors contained herein shall be true and correct in all material respects when made and as of the applicable Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date;
- (c) *Covenants.* The Vendors, or the Vendors' Representative on behalf the Vendors, shall have performed each of their obligations under this Agreement to the extent required to be performed on or before the Closing Date;
- (d) *Vendor Deliveries.* At the Closing Date, the Vendors' Representative shall have delivered or caused to be delivered to the Purchaser the applicable documents and other deliveries set forth and described in Section 8.2 or specified elsewhere in this Agreement;
- (e) *No Legal Action.* No action or proceeding shall be pending or threatened which could reasonably be expected to enjoin, impair or prohibit the completion of the Share Purchase or any other transactions contemplated by this Agreement or which could prevent or impair the operation of the Business after the Closing Date in substantially the same manner as it was operated before the Closing Date;

- (f) *No Material Changes.* No damage to or destruction of a material part of the property, plant or equipment of the Company shall have occurred and no change shall have occurred in the operations, condition, affairs or prospects of the Business, financial or other, including any change arising as a result of a change in applicable law or the revocation of any material license or lease of the Company, other than changes in the ordinary course of Business which, in the reasonable business judgment of the Purchaser, are not expected to be materially adverse to the Company or the Business; and
- (g) *Board Approval and Consents.* All appropriate action of the directors, shareholders and officers of the Company, including the execution of the Approvals, shall have been taken and all requisite Consents shall have been obtained and shall be absolute, or on terms reasonably acceptable to the Purchaser, to transfer the Purchased Shares to the Purchaser.

If any one or more of the foregoing conditions precedent has or have not been complied with or waived by the Purchaser in the manner provided herein for waiver, at or before the Closing Date, the Purchaser may, in addition to any other remedies which it may have available to it, rescind this Agreement by written notice to the Vendors' Representative and, in such event, provided the Purchaser is not also then in default, the Purchaser shall be released and discharged from all obligations hereunder.

7.2 **Vendor's Conditions.** The obligation of the Vendors to sell the Purchased Shares is subject to the satisfaction at or prior to the Closing Date of the following conditions precedent, which are included herein and made a part hereof for the exclusive benefit of the Vendor and may be waived by the Vendors' Representative, in the manner provided herein for waiver:

- (a) *Representations and Warranties.* The representations and warranties of the Purchaser contained herein shall be true and correct in all material respects when made and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date;
- (b) *Covenants.* The Purchaser shall have performed or complied with all of the terms and conditions of this Agreement to be performed or complied with by Purchaser, in all material respects, at or prior to the Closing Date; and
- (c) *Purchaser Deliveries.* At the Closing Date, the Purchaser shall have delivered or cause to be delivered to the Vendors' Representative the applicable documents and other deliveries set forth and described in Section 8.3.

7.3 **Efforts to Fulfill Conditions Precedent.** The Purchaser and the Vendors, including the Vendors' Representative, shall use all commercially reasonable efforts to fulfill and assist in the fulfillment of the conditions precedent. If there is a condition precedent that is to be met on or before a date other than the Closing Date, and if, on or before that date, the party for whose benefit such condition precedent exists fails to notify the other party whether or not that condition precedent has been met, the condition precedent shall be conclusively deemed to have been met or waived.

8. CLOSING

8.1 **Closing.** Unless otherwise agreed to by the Purchaser and the Vendors' Representative in writing, the Closing will take place on the Closing Date.

8.2 **Vendor's Closing Documents.** At Closing, the Vendors' Representative will deliver, or cause to be delivered, to the Purchaser:

- (a) the certificate(s) representing the Purchased Shares;
- (b) an executed instrument of transfer in respect of the Purchased Shares to be transferred to the Purchaser;
- (c) a fully executed assignment and novation agreement, in the form attached hereto as Schedule "A", conveying or otherwise transferring to the Purchaser all rights and interests granted by the Company to the Vendors under the Rights Agreement;
- (d) a resolution of the board of directors of the Company approving the Share Purchase, including any matters related thereto (the "**Directors' Resolution**");
- (e) a resolution of the shareholders of each Vendor that is a corporation approving the Share Purchase, including any matters related thereto (the "**Shareholders' Resolutions**", and together with the Directors' Resolution, the "**Approvals**");
- (f) a certificate from the Vendors' Representative addressed to the Purchaser dated the Closing Date confirming that the conditions described in Section 7.1(b) and Section 7.1(c) have been performed, satisfied or complied with as of the Closing Date;
- (g) a executed copy of the resignation and release of Richard J. Wells in his capacity as Gamma Director (as defined under the Rights Agreement) addressed and delivered to the Company; and
- (h) all such other certificates, resolutions, instruments or other documents as may be reasonably requested by the Purchaser or its counsel to complete the transfer of the Purchased Shares.

8.3 **Closing Payment.** On the Closing Date, the Purchaser shall deliver, or cause to be delivered, to the Vendor the payment contemplated under Section 2.2.

9. TERMINATION

9.1 **Termination Rights.** This Agreement may be terminated on or prior to the Closing Date:

- (a) by mutual written agreement of the Vendors and the Purchaser;
- (b) by notice given by the Purchaser to the Vendors' Representative as permitted in Section 7.1 for failure of a condition to be satisfied if the Purchaser has not waived such condition at or prior to Closing;
- (c) by notice given by the Vendors' Representative to the Purchaser as permitted by Section 7.2 for failure of a condition to be satisfied if the Vendors' Representative has not waived such condition at or prior to Closing; or
- (d) by notice given by either party if a specific right of termination is given to that party in this Agreement or if there has been a material breach of any provision of this Agreement

by the other party and such breach has not been waived or remedied by the non-breaching party by the Closing Date.

9.2 Effect of Termination

- (a) Each party's right of termination under this Section 9 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in this Section 9 limits or affects any other rights or causes of action any party may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement. If a party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.
- (b) If this Agreement is terminated pursuant to Section 9.1, all obligations of the parties under this Agreement will terminate, except that if this Agreement is terminated by a party because of a breach of this Agreement by the other party or because a condition for the benefit of the terminating party has not been satisfied because the other party has failed to perform any of its obligations or covenants under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

10. ANNOUNCEMENTS AND MARKETING

- 10.1 **No Publication; Use of Names.** Except as otherwise permitted under Section 10.2 or as required under applicable law, neither party shall undertake nor publish any public disclosure of any kind concerning the other party, this Agreement or the Share Purchase without the prior written consent of the other party.
- 10.2 **Publicity.** The Purchaser may announce, in one or more press releases, the execution of this Agreement and the Closing, including a summary of the material terms of this Agreement. The Purchaser may also publicly file a copy of this Agreement, if required under applicable law or by any Governmental Authority.

11. IRREVOCABLE POWER OF ATTORNEY

- 11.1 **Appointment of Vendors' Representative.** Each Vendor, on behalf of itself and its successors and assigns, hereby irrevocably appoints the Vendors' Representative to serve as the agent, representative and attorney-in-fact (with full power of substitution) of such Vendor, with the full and exclusive power and authority to represent and bind such Vendor with respect to all matters arising under and pursuant to this Agreement and the transactions contemplated hereby. By their execution of this Agreement, the Vendors' Representative hereby accepts their appointment as the Vendors' Representative for the purposes of this Agreement and in accordance with the rights and obligations under this Section 11.
- 11.2 **Powers and Authority of Vendors' Representative.** Each Vendor on behalf of itself and its successors and assigns, hereby irrevocably consents to the taking by the Vendors' Representative of any and all actions and the making of any decisions required or permitted to be taken by such Vendor under this Agreement and matters arising out of or relating hereto, such power and authority to include, without limitation, the power and authority to (i) execute for and on behalf of the Vendors any documents pertaining to the Share Purchase; (ii) execute for and on behalf of each

Vendor any directors' resolutions, shareholders' resolutions or both that are necessary or desirable to consummate the Share Purchase; (iii) do such acts and to execute such further documents, conveyances, deeds, assignments, transfers and the like, which are required in order to give full effect to the Share Purchase; (iv) do such acts and to execute such further documents as may be required by applicable regulatory authorities, in connection with the approval of such authorities of the Share Purchase; (v) give and receive notices of communications, (vi) bring, defend or resolve any claim made pursuant hereto, (vii) agree to, negotiate or enter into settlements or compromises of, and comply with orders of courts with respect to any disputes involving, any such claim and (viii) to take all actions necessary in the judgment of the Vendors' Representative for the accomplishment of the foregoing. The Vendors' Representative is hereby empowered to determine in its sole discretion when and how to exercise the powers conferred upon it pursuant to the power and authority provided to the Vendors' Representative under this Section 11.

- 11.3 **Exclusive Dealing and Purchaser's Reliance.** The Purchaser shall be entitled to deal exclusively with the Vendors' Representative on all matters relating to this Agreement and shall be entitled to rely conclusively (without further evidence of any kind whatsoever) on any document executed or purported to be executed by the Vendors' Representative on behalf of any Vendor and on any other action taken or purported to be taken by the Vendors' Representative on behalf of such Vendor, as fully binding upon such Vendor.
- 11.4 **Waiver and Indemnity.** Each Vendor hereby waives any claims against the Vendors' Representative and any Person acting on the instructions given by the Vendors' Representative pursuant to the power and authority provided to the Vendors' Representative under this Section 11. Each Vendor also agrees to indemnify and hold harmless any Person (including the Vendors' Representative), agency or company which may act in reliance upon the power and authority provided to the Vendors' Representative under this Section 11 and pursuant to instructions given by the Vendors' Representative pursuant thereto.

12. GENERAL

- 12.1 **Legal and Accounting Fees.** Each of the parties will bear the fees and disbursements of their respective lawyers, accountants and consultants they have engaged in connection with this Agreement.
- 12.2 **Further Assurances.** Each party will, from time to time and at all times after the Closing Date, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.
- 12.3 **No Merger.** The covenants, representations, warranties and indemnities contained in this Agreement shall be deemed to be restated in any and all assignments, conveyances, transfers and other documents conveying the interests of the Vendor in the Purchased Shares to the Purchaser, subject to any and all time and other limitations contained in this Agreement. There shall not be any merger of any covenant, representation, warranty or indemnity in such assignments, conveyances, transfers and other documents notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.
- 12.4 **Time is of the Essence.** For every provision of this Agreement, time is of the essence.
- 12.5 **Waiver Must be in Writing.** Subject to the other provisions of this Agreement, no waiver by any party of any provision of this Agreement or of any breach (whether actual or anticipated) of any of

the terms, conditions, representations or warranties contained herein shall take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given shall extend only to the particular provision or breach so waived and shall not limit or affect any rights with respect to any other provision or any other future breach. Except as provided for herein, no failure on the part of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred.

- 12.6 **Governing Law and Jurisdiction.** This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of British Columbia and the laws of Canada applicable therein and shall, in every regard, be treated as a contract made in the Province of British Columbia. The parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of British Columbia sitting in Vancouver, British Columbia and courts of appeal therefrom in respect of all matters arising out of this Agreement.
- 12.7 **Entire Agreement.** This Agreement and the Schedules attached hereto contain the whole agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions between the parties and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement.
- 12.8 **Assignment.** This Agreement may not be assigned by any party without the prior written consent of the other parties, which consent may be arbitrarily withheld.
- 12.9 **Benefit and Binding Nature of the Agreement.** This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.
- 12.10 **Invalidity of Provisions.** In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 12.11 **Amendment.** This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of the Purchaser and the Vendors' Representative.
- 12.12 **Headings, Gender, References, Currency and Other.** In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa. The inclusion in this Agreement of headings, Articles and Sections are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer. Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement. Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set out an exhaustive list. All references to dollar amounts in this Agreement are to Canadian dollars, unless otherwise indicated.
- 12.13 **Independent Legal Advice.** EACH OF THE PARTIES ACKNOWLEDGES HAVING FULLY READ AND UNDERSTOOD THIS AGREEMENT AND HAVING EITHER RECEIVED INDEPENDENT LEGAL ADVICE, OR HAVING HAD THE OPPORTUNITY TO RECEIVE

INDEPENDENT LEGAL ADVICE, WITH RESPECT TO THIS AGREEMENT, INCLUDING ANY PERSONAL, COMMERCIAL AND TAX IMPLICATIONS ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREBY. FOR GREATER CERTAINTY, THE VENDOR ACKNOWLEDGES AND CONFIRMS BY SIGNING THIS AGREEMENT THAT THEY HAVE NOT RECEIVED LEGAL ADVICE FROM MCMILLAN LLP (COUNSEL TO THE PURCHASER) WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THAT MCMILLAN LLP HAS RECOMMENDED THAT THE VENDOR OBTAINS INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT.

- 12.14 **Counterparts and Scanned Signatures.** This Agreement may be executed in counterparts each of which shall constitute an original document, and all of which together shall constitute the same document. This Agreement may be executed and delivered by email if signed and scanned and sent in PDF form or such other generally accepted form of electronic signature.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

EAT BEYOND GLOBAL HOLDINGS INC.

By: “Michael Aucoin”
Name: Michael Aucoin
Title: Chief Executive Officer

HARBOUR WEST VENTURES LIMITED

By: “Cheryl Brandon”
Name: Cheryl Brandon
Title: Director

TOOR OPERATING COMPANY LTD.

By: “Kamal Toor”
Name: Kamal Toor
Title: President

WABELLA FINANCIAL INC.

By: “Richard J. Wells”
Name: Richard J. Wells
Title: President

Signed, Sealed and Delivered by **CURTIS CUSINATO** in the presence of:

“Lydia Maria Chandra”
Witness (Signature)

Lydia Maria Chandra
Name (please print)

)
)
)
)
)
)
)

“Curtis Cusinato”
CURTIS CUSINATO

SCHEDULE A

Assignment and Novation Agreement

[See attached]

ASSIGNMENT AND NOVATION AGREEMENT

THIS AGREEMENT made this 15th day of October, 2021 (the “**Effective Date**”).

AMONG:

HARBOUR WEST VENTURES LIMITED, a corporation existing under the laws of the Province of Ontario

(hereinafter referred to as “**Harbour**”)

– and –

TOOR OPERATING COMPANY LTD, a corporation existing under the laws of the Province of Ontario

(hereinafter referred to as “**Toor**”)

– and –

WABELLA FINANCIAL INC., a corporation existing under the laws of the Province of Ontario

– and –

CURTIS CUSINATO, an individual residing in the Province of Ontario

(hereinafter referred to as “**Curtis**”, and together with Harbour, Toor and Waella, the “**Transferor**”)

– and –

EAT BEYOND GLOBAL HOLDINGS INC., a corporation existing under the laws of the Province of British Columbia

(hereinafter referred to as the “**Transferee**”)

– and –

BEYOND MOO LIMITED, a corporation existing under the laws of the Province of Ontario

(hereinafter referred to as the “Obligee”)

WHEREAS the Transferor and the Obligee are the original parties to a letter agreement dated as of February 19, 2020, (hereinafter called the “**Subject Agreement**”) pursuant to which the Transferor was granted certain rights (the “**Investor Rights**”) in connection with its purchase of securities of the Obligee (the “**Purchased Shares**”);

AND WHEREAS pursuant to section 5 of the Subject Agreement, the Transferor is entitled to transfer the Investor Rights to the Transferee as a permitted assign thereof;

AND WHEREAS the Transferee has agreed to assume the Investor Rights in connection with its purchase of the Purchased Shares from the Transferor;

AND WHEREAS the Obligee is willing to consent to such assignment and novation of the Investor Rights and to recognize and accept the Transferee as a party to the Subject Agreement, in the place and stead of the Transferor;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises and of the respective covenants and agreements of the parties hereto, hereinafter set forth and contained, the parties hereto covenant and agree with one another as follows:

1. **RULES OF INTERPRETATION**

Capitalized terms used but not otherwise defined in this Agreement will have the meanings given to them in the Subject Agreement.

2. **ASSIGNMENT BY TRANSFEROR**

The Transferor hereby assigns, transfers, sets over and conveys unto the Transferee, from and after the Effective Date, all of its right, title, estate and interest in and to the Investor Rights granted by the Subject Agreement and all rights, benefits, privileges and advantages of the Transferor to be derived therefrom, to have and to hold the same unto the Transferee for its sole use and benefit absolutely in the same manner and to the same extent as if the Transferee had been originally named as a party thereto in the place and stead of the Transferor.

3. **TRANSFEEE ACCEPTS ASSIGNMENT**

The Transferee hereby accepts the within assignment and novation of the Subject Agreement with respect to the Investor Rights and covenants and agrees with the Transferor and the Obligee that from and after the Effective Date it shall at all times be bound by and observe, perform and fulfill each and every covenant, agreement, term, condition, obligation and stipulation on the part of the Transferor in the Subject Agreement, reserved and contained, as if the Transferee had been originally named as a party thereto in the place and stead of the Transferor.

4. **OBLIGEE CONSENT**

The Obligee, by its execution hereof, does hereby:

- (a) consent to the within assignment and novation and accepts the Transferee as a party to the Subject Agreement as of and from the Effective Date in the same manner and to the same extent as if the Transferee were, and had originally been on and as of the date hereof, a party to the Subject Agreement;
- (b) covenant and agree that from and after the Effective Date, the Transferee shall be entitled to hold and enforce all of the privileges, rights and benefits of the Transferor under the Subject Agreement (including the Investor Rights) and the Subject Agreement shall continue in full force and effect with the Transferee substituted as a party thereto in the place and stead of the Transferor; and
- (c) release and discharge the Transferor of and from the observance and performance of the covenants, agreements and obligations to be observed and performed under the Subject Agreement from and after the Effective Date; to the same extent as if the Subject Agreement had been wholly terminated in relation thereto by the mutual agreement of the Obligee and the Transferor, provided however, that nothing herein contained shall be construed as a release of the Transferor from any obligation or liability under the Subject Agreement which obligation or liability accrued prior to the Effective Date.
- (d) covenant and agree that the Transferee shall have no obligation or liability for any claims, actions, suits, costs, losses, charges, damages and expenses arising out of, or in relation to the Subject Agreement in respect of any matter occurring or obligation accruing prior to, but not including, the Effective Date.

5. REPRESENTATIONS AND WARRANTIES

- (a) On the Effective Date:
 - (i) the Transferee hereby: (1) represents and warrants that it has the power and authority to accept the assignment and novation of the Subject Agreement and to execute this Agreement; and (2) agrees to be bound by the terms of this Agreement and the Subject Agreement and to perform all of the obligations hereunder and thereunder in accordance with the terms hereof and thereof on and from the Effective Date.
 - (ii) the Obligee hereby: (1) represents and warrants that it has the power and authority to effect the assignment and novation of the Subject Agreement and to execute this Agreement; (2) confirms that no default on the part of Transferor or other event has occurred and is continuing as of the date of execution of this Agreement that would give the Obligee the right to terminate the Subject Agreement; and (3) agrees to be bound by the terms of this Agreement and the Subject Agreement and to perform all of the obligations hereunder and thereunder in accordance with the terms hereof and thereof on and from the Effective Date.

(iii) the Transferor hereby represents and warrants that it has the power and authority to effect the assignment and novation of the Subject Agreement and to execute this Agreement.

(b) Each of the Obligee and Transferee represents for itself to the other as of the date that it enters into this Agreement that it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice) of entering into this Agreement, and understands and accepts the terms and conditions and risks of this Agreement.

6. **FURTHER ASSURANCES**

The parties hereto shall, from time to time and at all times hereafter, but without further consideration, do all such further acts and execute and deliver all such further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms and conditions of this Agreement.

7. **HEADINGS**

The headings of the Articles and Clauses hereto are inserted for convenience of reference only and shall not be used in any way in interpreting any provision hereof.

8. **TIME IS OF THE ESSENCE**

Time will be of the essence in this Agreement.

9. **AMENDMENTS**

No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties.

10. **GOVERNING LAW**

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of British Columbia and the laws of Canada applicable therein (excluding any conflict of laws rule or principle, which might refer such construction to the laws of another jurisdiction).

11. **ENUREMENT**

This Agreement will be binding upon and enure to the benefit of each party hereto and its respective heirs, executors, successors and permitted assigns.

12. **COUNTERPART EXECUTION**

This Agreement may be executed in as many counterparts as are necessary and, when a counterpart has been executed by each of the parties hereto, all counterparts together shall constitute one agreement.

[Signature page follows]

EAT BEYOND GLOBAL HOLDINGS LTD.

Per “Michael Aucoin”
Name: Michael Aucoin
Title: Chief Executive Officer

BEYOND MOO LTD.

Per “Yulia Weber”
Name: Yulia Weber
Title: President