

**FORM 51-102F3
MATERIAL CHANGE REPORT**

Item 1. Name and Address of Company

Affinor Growers Inc. (“**Affinor**” or the “**Company**”)
250-750 W. Pender Street
Vancouver, B.C.
V6C 2T7

Item 2. Date of Material Change

May 10, 2024

Item 3. News Release

A news release dated May 14, 2024, was disseminated and subsequently filed on SEDAR+.

Item 4. Summary of Material Change

The Company announced that it has entered into an Amending Agreement to its previously announced Agricultural Technology Agreement with Freshbay Inc.

Item 5. Full Description of Material Change

5.1 Full Description of Material Change

The Company announced that further to its news releases dated February 10, 2023 and June 20, 2023, it has entered into an Amending Agreement (the “**Amendment**”) with Freshbay Inc. (“**Freshbay**”) dated May 10, 2024, to amend the terms of its previously announced Agricultural Technology Agreement with Freshbay, a copy of which is available under the Company’s profile at www.sedarplus.ca. The Company and Freshbay entered into the Amendment to capture their mutual intentions for Company to grant to Freshbay, and Freshbay to accept from the Company, the exclusive right and license to use and exploit a certain patent, know-how associated therewith, and certain industrial designs held by the Company (collectively, the “**Licensed IP**”) in accordance with the terms and conditions of the Amendment (the “**Transaction**”).

Pursuant to the terms and conditions of the Amendment and as consideration for grant of the license, Freshbay has agreed to pay the Company CAD \$33,500,000 as follows:

- i. CAD \$21,000,000 (the “**Funding Installment**”) on such date that Freshbay receives any funding from an institutional investor in connection with the Project Solution (as defined in the Agricultural Technology Agreement). Notwithstanding the foregoing, full Funding Installment is due and payable on a date that is six (6) months from the effective date of the Amendment; and

- ii. CAD \$12,500,000 on such date that is the earliest of (i) six (6) months from the date of the first shipment of any strawberries produced in connection with the Licensed IP, or (ii) June 16, 2025.

In connection with the Amendment, the Company has also entered into a finder's fee agreement (the "**Finder's Fee Agreement**") with an arm's length finder (the "**Finder**") pursuant to which the Company shall pay the Finder a finder's fee of CAD \$8,250,000 in consideration for the services provided by the Finder in facilitating discussions between the Company and Freshbay in connection with the Transaction (the "**Finder's Fee**"). The Finder's Fee shall become payable from the Company to the Finder when the Company receives the Funding Installment from Freshbay pursuant to the terms and conditions of the Amendment.

5.2 Disclosure for Restructuring Transactions

Not applicable.

Item 6. Reliance on subsection 7.1(2) of National Instrument 51-102

Not applicable.

Item 7. Omitted Information

None.

Item 8. Executive Officers

The following executive officer of the Company is knowledgeable about the material change and this Material Change Report and may be contacted at:

Nick Brusatore
CEO
Telephone: 604 356 0411
Email: nick@affinorgrowers.com

Item 9. Date of Report

May 14, 2024.

CAUTION REGARDING FORWARD-LOOKING INFORMATION

This material change report includes certain statements that may be deemed "forward-looking statements". All statements in this material change report, other than statements of historical facts, that address events or developments that the Company expects to occur, are forward-looking statements. Forward-looking statements are statements that are not historical facts and are generally, but not always, identified by the words "expects", "plans", "anticipates", "believes", "intends", "estimates", "projects", "potential" and similar expressions, or that events or conditions "will", "would", "may", "could" or "should" occur. Forward-looking statements in this material change report includes statements related to the Amendment, the Finder's Fee Agreement, and the transactions contemplated therein. Although the Company believes the expectations expressed in such forward-looking statements are based on reasonable assumptions, such

statements are not guarantees of future performance and actual results may differ materially from those in the forward-looking statements. Factors that could cause the actual results to differ materially from those in forward-looking statements include market prices, continued availability of capital and financing, and general economic, market or business conditions. Investors are cautioned that any such statements are not guarantees of future performance and actual results or developments may differ materially from those projected in the forward-looking statements. Forward-looking statements are based on the beliefs, estimates and opinions of the Company's management on the date the statements are made. Except as required by applicable securities laws, the Company undertakes no obligation to update these forward-looking statements in the event that management's beliefs, estimates or opinions, or other factors, should change.