PURCHASE AGREEMENT

This Purchase Agreement (this "**Agreement**") is entered into as of the 17th day of May, 2021, by and between PlantX Lifestyle USA Inc., a Delaware corporation ("**Buyer**"), and MK Cuisine Global LLC, a Delaware limited liability company ("**Seller**"), for purposes of Section 1(j) only, PlantX Life Inc., a company incorporated under the laws of British Columbia (the "**Parent**"), and, for purposes of Section 7 only, Matthew Kenney, in his individual capacity ("**Kenney**"). Buyer and Seller are referred to collectively herein as the "**Parties**" and each individually as a "**Party**".

Seller owns 100% of the equity interests (the "**Interests**") of Plant-Based Deli, LLC (the "**Company**"), a California limited liability company that operates a plant-based delicatessen and convenience store (the "**Business**") at premises located at 2524 Pacific Avenue, Venice, California 90291 (the "**Premises**"). Seller desires to sell and assign to Buyer the Interests of the Company, and Buyer desires to purchase said Interests (as a result of which Buyer will become the sole owner of the Company), all on the terms and subject to the conditions contained in this Agreement.

Now, therefore, in consideration of the representations, warranties and covenants herein, the Parties agree as follows.

1. Acquisition; Closing.

(a) Purchase and Sale. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined below), Buyer shall purchase from Seller, and Seller shall sell, transfer, convey and deliver to Buyer, the Interests of the Company (including goodwill), free and clear of all mortgages, pledges, liens, claims, encumbrances, charges, or other security interests (all of the foregoing, "**Liens**") other than (1) Liens created by or through Buyer and (2) restrictions on transferability of the Interests arising under applicable securities laws. At the Closing (as defined below) Seller shall execute and deliver such instruments of transfer as Buyer shall reasonably request to give full effect to such transfer of the Interests.

(b) Purchase Price. Buyer shall deliver or cause to be delivered to Seller:

(i) On the Closing Date (as defined below), US$470,999.70 by wire transfer of immediately available funds (the "**Cash Consideration**"), to an account designated by Seller in writing prior to the Closing Date; and

(ii) An aggregate of 2,515,983 common shares in the authorized share structure of Parent (the "**Consideration Shares**"), at an issue price per Consideration Share equal to the 10-day volume weighted average price of the common shares of Parent on the Canadian Securities Exchange (the "**CSE**") up to and including the close of trading on the date immediately prior to the date hereof and subject to the applicable polices of the CSE and Canadian securities laws. Buyer shall cause the Consideration Shares to be issued to Seller from treasury on the Closing Date; provided that Buyer will hold or cause to be held in escrow the Consideration Shares and will, subject to Section 8(g), deliver or cause to be delivered the Consideration Shares to Seller in such number and on such dates as follows:

Number of Consideration Shares	Escrow Release Date
251,601	Closing Date
377,397	3 month anniversary of the Closing Date
377,397	6 month anniversary of the Closing Date
377,397	9 month anniversary of the Closing Date
377,397	12 month anniversary of the Closing Date
377,397	15 month anniversary of the Closing Date
377,397	18 month anniversary of the Closing Date

(c) Liens. The Consideration Shares shall be issued and delivered free and clear of all Liens except restrictions on transferability of the Consideration Shares arising under applicable policies of the CSE or Canadian and United States securities laws (the "**Share Transfer Liens**"). Each of the foregoing escrow release dates is subject to delay and adjustment to the extent necessary to comply with any restrictions imposed by applicable law or policies of the CSE.

(d) Canadian Legend. Seller acknowledges and represents that the certificates representing the Consideration Shares will bear a Canadian statutory 4-month hold legend (or an ownership statement issued under a book-entry system will bear a legend restriction notation) in substantially the following form:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ___, 20__." {THE DATE WHICH IS FOUR MONTHS AND ONE DAY AFTER THE CLOSING DATE}

(e) Certain Liabilities. Ownership of the Company shall be transferred to Buyer on a cash-free / debt-free basis as of the Closing Date, with no accounts receivable from or payable to affiliates of the Company outstanding as of the Closing Date. On or prior to the Closing Date, Seller shall, and shall cause all of its affiliated entities to, cancel or release any obligations (whether indebtedness, trade payables or otherwise) owing from the Company. Buyer does not assume, and Seller shall remain responsible for and shall pay, perform and discharge when due: (i) any taxes (A) of Seller, (B) of the Company for all taxable periods or portions thereof ending on or before the Closing Date, (C) resulting from the consummation of the transactions contemplated by this Agreement (including any transfer taxes), or (D) of Seller or the Company that become a liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or law in connection with the transactions contemplated by this Agreement, (ii) any liability of Seller for any employment related claims occurring prior to the Closing Date or (iii) any liability arising under any litigation matter commenced by the Company prior to the Closing Date.

(f) Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely by exchange of electronic signature pages no later than the third business day after all of the conditions set forth in Section 6 have been satisfied or waived (other than those conditions which, by their terms, are intended to be satisfied at the Closing), or such other date as may be mutually agreed upon in writing by the Parties (the "**Closing Date**").

(g) Closing Deliveries.

(i) At the Closing, Buyer shall deliver to Seller: all agreements, documents, instruments or certificates required to be delivered by Buyer at or prior to the Closing pursuant to Section 6(a) of this Agreement.

(ii) At the Closing, Seller shall deliver to Buyer: (A) an assignment of the Interests to Buyer in form and substance satisfactory to Buyer (the "**Assignment**"), duly executed by Seller; and (B) all other agreements, documents, instruments or certificates required to be delivered by Seller at or prior to the Closing pursuant to Section 6(b) of this Agreement.

(h) Purchase Price Allocation. The Parties intend that the purchase of the Interests contemplated by this Agreement will be treated as a taxable purchase of the assets of the Company for federal and applicable state tax purposes. Seller and Buyer shall allocate the purchase price (and any other amounts treated as purchase price for tax purposes) among the assets of the Company in accordance with the methodology reflected on Schedule 1(h) (the "**Allocation Methodology**"). Buyer and Seller shall report, act and file all tax returns (including Internal Revenue Service Form 8594) in all respects and for all purposes consistent with the Allocation Methodology, and no party shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with the Allocation Methodology unless required to do so by applicable law.

(i) Further Assurances. From and after the Closing Date, the Parties each agree, upon the request of the other and without further consideration, to do, execute and deliver all such further acts, deeds, assignments, transfers, powers of attorney and consents as might be required to, assign, transfer and deliver to, and to vest, perfect and confirm in, Buyer all of Seller's right, title and interest in and to Interests and to otherwise carry out the purposes of this Agreement.

(j) Parent Assurance. Assuming the conditions set forth in Section 6(a) and 6(c) are satisfied, Parent confirms that it will (x) upon receipt of a subscription and the applicable subscription price from Buyer, issue the Consideration Shares to the Seller; and (y) contribute the necessary financial resources for Buyer to pay (i) the subscription price for the Consideration Shares; and (ii) the Cash Consideration on the Closing Date.

2. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Organization of Seller and the Company. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California.

(b) Authorization of Transaction. Seller has full power and authority to execute and deliver this Agreement and the other documents being executed by the Parties on the date hereof or the Closing Date in connection with this Agreement (collectively, the "**Transaction Agreements**"), and to perform its obligations hereunder and thereunder. The execution and delivery by Seller of this Agreement and the Transaction Agreements, and the performance by Seller of its obligations hereunder and thereunder, have been duly authorized by all requisite action on the part of Seller. This Agreement constitutes, and the Transaction Agreements, when executed and delivered by Seller, will constitute, the valid and legally binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

(c) Non-contravention. Neither the execution and the delivery of this Agreement or the Transaction Agreements, nor the consummation of the transactions contemplated hereby or thereby, will: (i) violate any law or other restriction of any government, governmental agency, or court to which Seller or the Company is subject or any provision of the organizational documents of Seller or the Company; (ii) conflict with, constitute a default under, create in any party the right to, terminate, modify, or cancel, or require any notice or third-party consent under, any agreement, license, instrument, or other arrangement to which Seller or the Company is a party; or (iii) or result in the imposition of any Lien upon any of the Company's assets.

(d) Ownership. The Interests constitute 100% of the outstanding equity interests of the Company and are solely owned by Seller free and clear of any Liens other than restrictions on transfer under applicable securities laws. The Interests were issued in compliance with applicable laws. The Interests were not issued in violation of the organizational documents of the Company or any other agreement, arrangement, or commitment to which Seller or the Company is a party and are not subject to or in violation of any preemptive or similar rights of any person or entity. There are no other equity interests, commitments, options, warrants, convertible securities, understandings or arrangements by which the Company is or may become bound relating to the issuance or transfer of any of its equity interests.

(e) Assets. The Company owns outright all the assets that it purports to own and has a valid leasehold interest in all the assets that it purports to lease, in each case free and clear of all Liens, except for (i) Liens arising by operation of law for current taxes not yet due and delinquent or (ii) mechanics', workmen's, repairmen's or other similar Liens arising by operation of law that are not in respect of delinquent accounts. It is understood that substantially all of the furniture, fixtures and equipment at the Premises (the "**Crosswalk Assets**") are not Company property but are instead owned by The Crosswalk Deli LLC, a California limited liability company ("**Crosswalk**"), the landlord for the Premises and the counterparty to the Management Agreement (as defined below). The Company's assets are in good operating condition and a good state of maintenance and repair, reasonable wear and tear excepted, and together with the Crosswalk Assets are adequate for the operation of the Business consistent with prior practice. All inventory owned by the Company is in good and saleable condition, reasonable shrinkage and spoilage excepted. Seller owns no real property and has no subsidiaries.

(f) Litigation. There is no claim, action, suit, proceeding or investigation (any of the foregoing, a "**Claim**") pending against the Company or which otherwise relates to the Business or the transactions contemplated by this Agreement, and Seller has no actual knowledge of any such threatened Claims. There are no outstanding or unsatisfied judgments, orders, injunctions or

similar orders of any governmental entity or arbitration authority to which the Company or its assets are subject.

(g) Financial Statements. Seller has delivered to Buyer a balance sheet and trial balance for the Company as of March 31, 2021 and a profit and loss statement and general ledger for the three-month period ended March 31, 2021 (the "**Interim Financial Statements**"), and a balance sheet and trial balance for the Company as of December 31, 2019 and 2020 and a profit and loss statement and general ledger for the twelve-month periods ended December 31, 2019 and 2020 respectively (the "**Annual Financial Statements**" and together with the Interim Financial Statements, collectively, the "**Financial Statements**"). The Financial Statements have been prepared in accordance with United States generally accepted accounting principles (as in effect from time to time, "**GAAP**") applied on a consistent basis throughout the periods involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Annual Financial Statements). The Financial Statements are reconcilable to the books and records of the Company and present fairly in all material respects the financial position of the Company as of the date thereof and the results of the Company's operations for the period then ended.

(h) Undisclosed Liabilities; No Guarantees. The Company has no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise ("**Liabilities**"), except (i) those which have been incurred in the ordinary course of business consistent with past practice and (ii) those which have been incurred since February 1, 2021 which are not, individually or in the aggregate, material in an amount exceeding $30,000. The Company is not a guarantor or indemnitor of any indebtedness of any other person, firm or corporation.

(i) Management Agreement. A true and correct copy of the Management Agreement between Seller and Crosswalk in respect of the Premises dated March 5, 2018, as amended by the First Amendment to Management Agreement dated October 30, 2018, the Second Amendment to Management Agreement dated January 8, 2019 and the Third Amendment to Management Agreement dated April 27, 2021 (as so amended, the "**Management Agreement**"), has been made available to Buyer. The Management Agreement is in full force and effect and all rents due to date thereunder have been paid. The Company has been in peaceable operation of the Business under the Management Agreement since the beginning of its term. To the actual knowledge of Seller, the building and improvements at which the Premises are located do not encroach on any adjoining real property, or violate or conflict with any applicable zoning regulation, building code or other law, rule, regulation or ordinance, or use and occupancy restriction.

(j) Intangible Assets. The Company's assets include the internet domain names, registered trademarks and service marks (if any) and social media accounts listed on Schedule 2(j) hereto. The Company's assets also include all intangible assets, licenses and intellectual property rights necessary for operation of the Business consistent with prior practice. The Company has not violated or infringed any intellectual property rights of any other party, and has not received any communications alleging any such violation or infringement.

(k) Contracts. Schedule 2(k) lists each contract of the Company that is material to the Business. Each of the Company's contracts is valid and binding on the Company in accordance with its terms and is in full force and effect. The Company is not in breach or default under any of its contracts and to the actual knowledge of Seller there is no default or breach under any such contract by any other party thereto. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any of the Company's contracts or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each material contract (including all modifications, amendments, and supplements thereto and waivers thereunder) have been made available to Buyer.

(l) Employees. No employee of the Company is subject to a written employment agreement or collective bargaining agreement and the termination of employment of each such employee is at-will without any severance pay obligations or commitments. The Company is not delinquent in payments to any of its employees or independent contractors for any wages, salaries, commissions, bonuses or other sums due. The Company has complied in all material respects with all applicable state, local and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification and collective bargaining. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties, or other sums for failure to comply with any of the foregoing.

(m) Tax Returns and Payments. The Company has filed or caused to be filed all federal, state, foreign, provincial and local returns, notices, reports and computations which were required to be filed prior to the Closing Date in respect of all forms of taxation. Each such tax return is complete and accurate in all material respects. All taxes due and owing by the Company, whether or not shown on such tax returns, have been timely paid. The Company has withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and has complied with all information reporting and backup withholding required by applicable law. The Company has not received notice of any claims or assessments pending or threatened for taxes for any periods ending on or before the date hereof. No Company tax return is currently under audit or examination by any governmental authority, or, to the knowledge of Seller, proposed to be audited or examined, and Seller has no knowledge of any threatened tax claims or assessments against Seller. No claim has been made by a taxing authority in any jurisdiction where the Company does not file tax returns that the Company may be subject to taxation by that jurisdiction. The Company is, and has been since its inception, an entity disregarded from its owner for federal and applicable state income tax purposes.

(n) Insurance. All of the insurable assets of the Company are reasonably insured against loss or damage by theft, fire and all other hazards and risks of a character usually insured against by persons operating similar properties, under valid and enforceable policies issued by insurance carriers of substantial assets and recognized responsibility.

(o) Compliance with Law. The Company is and has been in compliance in all material respects with all applicable state, local and federal laws, including without limitation all laws relating to protection of the environment, hazardous materials and workplace safety.

(p) Permits. The Company holds all licenses, permits and similar authorizations necessary to operate the Business and each of the foregoing is in full force and effect. The Company is not in default in any material respect under any of the foregoing.

(q) Vendors and Suppliers. Within the past twelve months, there has not been any material adverse change in the Business's relationships with any of its significant vendors or suppliers, other than disruptions in service resulting from COVID-19, none of which has had a material adverse effect on the Business.

(r) Accounts. Schedule 2(r) lists the names and locations of all banks at which the Company has accounts or safe deposit boxes and the names of all persons authorized to draw thereon or to have access thereto. No person holds a power of attorney to act on behalf of the Company.

(s) Books and Records. Copies of the complete minute books of the Company have been made available to Buyer. Promptly following the Closing, all of those books and records will be delivered to Buyer.

(t) Brokers. No broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisory or other similar fee or commission in connection with the transactions described in this Agreement based upon arrangements made by or on behalf of Seller or the Company.

(u) Disclosure. No representation or warranty of Seller contained in this Agreement or the Schedules attached hereto, and no certificate furnished or to be furnished to Buyer at the Closing, contains or will contain any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made.

3. Representations and Warranties Relating to the Consideration Shares. Seller represents and warrants to Buyer and acknowledges that Buyer is relying on such representations, warranties and acknowledgements in entering into this Agreement and completing the issuance of the Consideration Shares hereunder, that:

(a) Report Filing. Seller acknowledges that Parent may be required to file a Form 45-106F1 and/or Form 72-503F1 reporting the issuance of the Consideration Shares in accordance with National Instrument 45-106 - *Prospectus Exemptions and/or BC Instrument 72-503 – Distribution of Securities outside of British Columbia*.

(b) No Offering Document. Seller has not received or been provided with a prospectus, registration statement or offering memorandum within the meaning of applicable Canadian or United States securities laws, or any sales or advertising literature in connection with the transactions contemplated by this Agreement.

(c) No Prospectus. Seller understands that the issuance of the Consideration Shares is conditional upon such issuance being exempt from the requirements to file and obtain a receipt for a prospectus or registration statement under applicable Canadian or United States securities laws or to deliver an offering memorandum under applicable securities laws, and no prospectus or registration statement has been filed by Parent with any securities commission or similar regulatory authority under applicable securities laws or United States federal or state securities laws in connection with the issuance of the Consideration Shares. As a result of acquiring the Consideration Shares pursuant to such exemptions:

(i) Seller may be restricted from using some of the protections, rights and remedies otherwise available under applicable Canadian or United States securities laws, including statutory rights of rescission or damages in the event of a misrepresentation;

(ii) Seller may not receive information that would otherwise be required to be provided to it under applicable securities laws; and

(iii) Parent is relieved from certain obligations that would otherwise apply under applicable Canadian or United States securities laws.

(d) No Representation. No person has made to Seller or Company any written or oral representations:

(i) That any person will resell or repurchase the Consideration Shares;

(ii) That any person will refund the purchase price of the Consideration Shares; or

(iii) As to the future price or value of the Consideration Shares.

(e) Collection of Personal Information. Seller and Company acknowledge that each of their nominee's name and other specified information, including the number of Consideration Shares acquired, may be disclosed to (i) Canadian securities regulatory authorities (including the applicable stock exchange on which the Consideration Shares may be trading from time to time) and (ii) other authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada). Seller consents and shall cause Company to consent to the disclosure of that information.

(f) Legend. Pursuant to Section 1(d), Seller acknowledges that the certificates representing the Consideration Shares may bear a restrictive legend (or an ownership statement issued under a book-entry system will bear a legend restriction notation).

(g) Risk of Loss. Seller is capable of assessing the proposed investment in the Consideration Shares as a result of financial or investment experience or as a result of advice received from a registered person other than Buyer or Parent, and Seller is also able to bear the economic loss of the investment in the Consideration Shares.

(h) Canadian Securities Laws. Seller acknowledges that:

(i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Consideration Shares;

(ii) there is no government or other insurance covering the Consideration Shares;

(iii) there are risks associated with the acquisition of the Consideration Shares;

(iv) there are restrictions on the ability to resell the Consideration Shares and it is the responsibility of Seller to find out what those restrictions are and to comply with them before selling any of the Consideration Shares; and

(v) Buyer has advised Seller that Parent is relying on an exemption from the requirements to provide Seller with a prospectus and to sell the Consideration Shares through a person or company registered to sell securities under applicable Canadian or United States securities laws and, as a consequence of acquiring the Consideration Shares pursuant to this exemption, certain protections, rights and remedies provided by the applicable securities laws, including statutory rights of rescission or damages, will not be available to Seller.

(i) United States Securities Laws. Seller acknowledges that:

(i) The Consideration Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or applicable state securities laws, and the Consideration Shares are being offered and sold to Seller in reliance upon Rule 506(b) of Regulation D and/or Section 4(a)(2) under the U.S. Securities Act;

(ii) Seller is an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act;

(iii) Seller is not acquiring the Consideration Shares as a result of "general solicitation" or "general advertising" (as such terms are used in Regulation D under the U.S. Securities Act), including without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the internet, or broadcast over radio or television or on the internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(iv) the Consideration Shares are "restricted securities", as such term is defined under Rule 144 of the Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, or pursuant to an exemption from the registration requirements of the U.S. Securities Act; and

(v) Seller understands that upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable U.S. state laws and regulations, the certificates representing the Consideration Shares will, in addition to the four-month restrictive legend required by Canadian securities

legislation set out in Section 1(d) above, bear a legend (or an ownership statement issued under a book-entry system will bear a legend restriction notation) substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**U.S. SECURITIES ACT**"). THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS, AND THE HOLDER HAS, PRIOR TO SUCH SALE, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

provided, that if the Consideration Shares are being sold under clause (B) above, the legend set forth above may be removed by providing a declaration to Parent's registrar and transfer agent in such form as Buyer, Parent or its registrar and transfer agent may prescribe from time to time, to the effect that the sale of the securities is being made in compliance with Rule 904 of Regulation S under the U.S. Securities Act.

(j) Privacy Matters. Seller acknowledges and consents to the fact that Buyer is collecting Seller's personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act (Canada)* and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing this Agreement. Seller acknowledges and consents to Buyer and Parent retaining such personal information for as long as permitted or required by law or business practices. Seller further acknowledges and consents to the fact that Buyer or Parent may be required by applicable securities laws, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any personal information provided under this Agreement. In addition to the foregoing, Seller agrees and acknowledges that Buyer and Parent may use and disclose Seller's personal information as follows: for internal use with respect to managing the relationships between and contractual obligations of Buyer, Parent and Seller; for use and disclosure for income tax related purposes, including, without limitation, where required by law, disclosure to Canada Revenue Agency; for disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trades and similar regulatory filings; for disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure; for disclosure to professional

advisers of Buyer and Parent in connection with the performance of their professional services; for disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with Buyer's prior written consent; for disclosure to a court determining the rights of the Parties under this Agreement; or for use and disclosure as otherwise required or permitted by law.

(k) No Dealing. Seller is not engaged in the business of trading in securities or exchange contracts as a principal or agent and does not hold himself out as engaging in the business of trading in securities or exchange contracts as a principal or agent, or is otherwise exempt from any requirements to be registered as a dealer under National Instrument 31-103 –*Registration Requirements, Exemptions and Ongoing Registrant Obligations.*

(l) No Knowledge. Except for Seller's knowledge regarding the transactions contemplated by this Agreement, Seller has no knowledge of a "material fact" or a "material change" in the affairs of Buyer or Parent that has not been generally disclosed.

4. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Organization of Buyer. Buyer is a corporation duly incorporated, validly existing, and in good standing under the laws of the State of Delaware.

(b) Authorization of Transaction. Buyer has full power and authority to execute and deliver this Agreement and the other Transaction Agreements to which Buyer is party, and to perform its obligations hereunder and thereunder (including delivery of the Consideration Shares). The execution and delivery by Buyer of this Agreement and the Transaction Agreements, and the performance by Buyer of its obligations hereunder and thereunder, have been duly authorized by all requisite action on the part of Buyer. This Agreement constitutes, and the Transaction Agreements, when executed and delivered by Buyer, will constitute, the valid and legally binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

(c) Non-Contravention. Neither the execution and the delivery of this Agreement or the Transaction Agreements, nor the consummation of the transactions contemplated hereby or thereby, will violate any law or other restriction of any government, governmental agency, or court to which Buyer is subject or any provision of the organizational documents of Buyer.

(d) Consideration Shares. Upon their issuance and delivery to Seller as provided herein, the Consideration Shares will be validly issued, fully paid-up and non-assessable, and will be free and clear of any Liens other than the Share Transfer Liens, and subject to restrictions on transfer under applicable securities laws or stock exchange policies, will be freely tradeable on the CSE other than pursuant to the Share Transfer Liens.

(e) Cash Consideration. Delivery of the cash consideration for the Interests is not subject to any withholding or other similar obligation or restriction. As of the Closing Date, the entire cash amount contemplated by Section 1(b)(i) will be receivable by Seller.

(f) Litigation. There is no Claim pending or, to Buyer's knowledge, threatened against Buyer that relates to the transactions contemplated hereby.

(g) Brokers. Except for [*redacted – name of arm's length broker*], no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisory or other similar fee or commission in connection with the transactions described in this Agreement based upon arrangements made by or on behalf of Buyer.

5. Covenants.

(a) Conduct of Business. Prior to the Closing Date, Seller shall cause the Company to (i) operate the Business in its ordinary and usual course of business as presently conducted and (ii) use its reasonable efforts to preserve the Business and the goodwill of its employees and customers, and to retain its relationships with such parties generally. During such period, without prior written notice to and written consent from Buyer, Seller shall not take any action that would cause any of the representations and warranties in Section 2 to be incorrect in any material respect, or any other action that would impede the consummation of the transactions contemplated by this Agreement.

(b) Exclusivity. Prior to the Closing Date or the termination of this Agreement pursuant to Section 9, whichever first occurs, Seller shall not and shall cause the Company not to, directly or indirectly, negotiate or conclude an agreement with any other party for a sale of the whole or any part of the capital stock of the Company or any other transaction involving the capital stock of the Company or any business combination or similar transaction involving the Company, or for the sale or other disposition of the Business, goodwill or assets of the Company, or engage in any discussions with, or furnish any information to, any other party for such purposes.

(c) Access to Information. At all times prior to the Closing Date, and from and after the Closing Date to the extent reasonably requested by Buyer, Seller shall allow (and prior to the Closing Date, shall cause the Company to allow) Buyer access during normal business hours, on reasonable prior notice, to such of its Premises, files, books, records and employees as are reasonably required in connection with the transactions contemplated hereby. No such investigation by Buyer, whether undertaken before or after the date of this Agreement, shall affect any of the representations, warranties, or indemnification obligations of Seller.

(d) Consents, Waivers and Filings. Prior to and (to the extent necessary) during a period of up to 180 days following the Closing Date, Buyer shall, with reasonable co-operation and assistance from Seller, obtain from all relevant third parties and governmental authorities, any consents and waivers to, and any permits, authorizations and licenses for, the transactions contemplated by this Agreement that may be required under any transferred contract, license, permit or other instrument or under any applicable law, rule or regulation.

(e) Notice of Certain Events.

(i) From the date hereof until the Closing, Seller shall promptly notify Buyer in writing of:

(1) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Business, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct or (C) has resulted in, or could reasonably be

expected to result in, the failure of any of the conditions set forth in Section 6(a) to be satisfied;

(2) any notice or other communication from any person or entity alleging that the consent of such person or entity is or may be required in connection with the transactions contemplated by this Agreement;

(3) any notice or other communication from any governmental authority in connection with the transactions contemplated by this Agreement;

(4) any actions commenced or, to Seller's knowledge, threatened against, relating to or involving or otherwise affecting Seller or the Company that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 2(f) or that relates to the consummation of the transactions contemplated by this Agreement; and

(ii) Buyer's receipt of information pursuant to this Section 5(e) shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement and shall not be deemed to amend or supplement the Disclosure Schedules.

(f) Employees. As of the Closing Date, Buyer shall cause the Company to continue of all of Seller's employees at salaries identical to the employees' current salaries. Notwithstanding anything in this Section 5(f) to the contrary, nothing herein shall be deemed to require that (A) the employment by the Company of any such employee be continued for any specific period of time or (B) the compensation of any such employee be maintained at any particular level for any specific period of time.

(g) Books and Records.

(i) In order to facilitate the resolution of any Claims made against or incurred by Seller prior to the Closing, or for any other reasonable purpose, for a period of three years after the Closing, Buyer shall:

(1) retain the books and records (including personnel files) of the Company relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of the Company; and

(2) upon reasonable notice, afford the representatives of Seller reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such books and records.

(ii) In order to facilitate the resolution of any Claims made by or against or incurred by Buyer or the Company after the Closing, or for any other reasonable purpose, for a period of three years following the Closing, Seller shall:

(1) retain the books and records (including personnel files) of Seller which relate to the Company and its operations for periods prior to the Closing; and

(2) upon reasonable notice, afford the representatives of Buyer or the Company reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such books and records.

(iii) Neither Buyer nor Seller shall be obligated to provide the other Party with access to any books or records (including personnel files) pursuant to this Section 5(g) where such access would violate any law.

(h) Cooperation and Exchange of Information. Seller and Buyer shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any tax return or in connection with any audit or the preparing of audited financial statements of the Company.

(i) Closing Conditions. From the date hereof until the Closing, each Party shall, and Seller shall cause the Company to, use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Section 6 hereof.

6. Closing Conditions.

(a) Conditions to the Obligations of Buyer. All obligations of Buyer with respect to the Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any one or more of which may be waived by Buyer:

(i) Other than the representations and warranties of Seller contained in Section 2(a), (b), (d), (g) and (t), the representations and warranties of Seller contained in this Agreement and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Seller contained in Section 2(a), (b), (d), (g) and (t) shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects);

(ii) Seller shall have complied in all material respects with its covenants and agreements set forth in this Agreement, except as to those covenants and agreements to be performed or observed after the Closing Date;

(iii) There shall have been no material adverse change to the Company's Business, assets, operations or financial condition between the date hereof and the Closing Date;

(iv) No action shall have been commenced against Buyer, Seller or the Company, which would prevent the Closing. No injunction or restraining order shall have

been issued by any governmental authority, and be in effect, which restrains or prohibits any transaction contemplated hereby;

(v) Seller shall have duly executed and delivered the Assignment to Buyer;

(vi) Each party other than Buyer shall have duly executed and delivered to Buyer the Fourth Amendment to Management Agreement in form satisfactory to Buyer and Seller (the "**Amended Management Agreement**");

(vii) Seller shall have duly executed and delivered to Buyer the Inter Se Agreement Regarding Management Agreement in form satisfactory to Buyer and Seller (the "**Inter Se Agreement**");

(viii) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 6(a)(i) and (ii) have been satisfied;

(ix) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the managing member of Seller authorizing the execution, delivery and performance of this Agreement and any Transaction Agreements and the consummation of the transactions contemplated thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby;

(x) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement and the other documents to be delivered hereunder;

(xi) Buyer shall have received resignations of such managers and officers of the Company as to which Buyer shall have requested resignation, effective as of the Closing Date;

(xii) Seller shall have delivered to Buyer a good standing certificate (or its equivalent) for the Company from the secretary of state of California;

(xiii) Seller shall have delivered to Buyer a certificate pursuant to Treasury Regulations Section 1.1445-2(b) that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended; and

(xiv) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement and any Transaction Agreement.

(b) Conditions to the Obligations of Seller. All obligations of Seller with respect to the Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any one or more of which may be waived by Seller:

(i) Other than the representations and warranties of Buyer contained in Section 4(a) and (g), the representations and warranties of Buyer contained in this Agreement shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality) or in all material respects (in the case of any representation or warranty not qualified by materiality) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Buyer contained in Section 4(a) and (g) shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date;

(ii) Buyer shall have complied in all material respects with its covenants and agreements set forth in this Agreement, except as to those covenants and agreements to be performed or observed after the Closing Date;

(iii) Buyer shall have duly executed and delivered the Amended Management Agreement to Seller; and

(iv) Buyer shall have duly executed and delivered the Inter Se Agreement to Seller.

(c) Conditions to the Obligations of each Party. All obligations of each Party with respect to the Closing shall be subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

(i) No governmental authority shall have enacted, issued, promulgated, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

7. Confidentiality; Non-Competition.

(a) Confidentiality. Seller and Kenney acknowledge that, as a result of Seller's ownership of the Company, each necessarily has become and will become informed of, and has had and will have access to, confidential information of the Company and the Business that will be owned as of the Closing by Buyer, including, without limitation, inventions, trade secrets, technical information, know-how, plans, financial information and marketing information (collectively, "**Information**"). Neither Seller nor Kenney shall, at any time following the Closing, reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity, or use for their own benefit or for the benefit of any party other than the Party that then owns such Information, any of the Information without the written consent of Buyer, except for such information which legitimately is or becomes of general public knowledge from authorized sources other than Seller or Kenney, or with respect to disclosures required to be made in order to comply with applicable laws, regulations or legal process.

(b) Non-Competition. As a material inducement for Buyer to enter into this Agreement, and in connection with Buyer's purchase of the Interests and the acquisition of the goodwill of the Business (including the protection of the confidential and proprietary information of the Business being acquired) by Buyer, each of Seller and Kenney agrees that, for a period beginning on the Closing Date and ending on the third anniversary of the Closing Date (the "**Term**"), they shall not (and in the case of Seller, shall cause its officers, directors and employees not to do any of the following in the name or on behalf of Seller), directly or indirectly:

(i) Own, control, manage, operate or consult for a plant-based delicatessen and convenience store within a ten-mile radius of the Premises;

(ii) Own, control, operate, manage or consult for a "plant-based convenience store" anywhere comparable to the Business as operated at the Closing Date; provided, however, that (1) the foregoing restrictions shall not apply to retail sections within restaurants, full-service grocery stores, produce shops, farm stands, marketplace segments of any type within food halls or quick-serve outlets with at least 50% of their products being prepared food and beverage, and (2) the foregoing restrictions shall only continue to apply to the extent that Buyer and/or its affiliates open a minimum of five new locations within one year of the Closing Date and ten locations per year thereafter, with such stores managed in whole or in meaningful part by Seller. For purposes hereof, a "plant-based convenience store" means a physical, brick and mortar convenience store with either a deli or a pre-made meal offering, selling a similar range of packaged, fresh and frozen products with a limited selection of prepared foods broadly consistent with the offering of the Business as conducted at the Closing Date;

(iii) Own or operate, or be a publicly recognized party to, a nationwide, plant-based, direct-to-consumer, meal-plan service in the United States or Canada (the "**DTC Business**"); provided, however, that the foregoing restrictions (1) shall not apply to unbranded services, (2) shall only apply to the extent the DTC Business is managed in whole or in meaningful part by Seller, (3) shall remain in operation for the term of the Consulting Agreement (the "**Consulting Agreement**") dated April 12, 2021 by and between Seller and PlantX Living Inc., a company incorporated under the laws of British Columbia ("**PlantX Living**"), if such term exceeds the Term, and (4) shall terminate if Parent (or any Parent affiliate responsible therefor) determines not to continue funding the expansion of the DTC Business in accordance with an expansion plan mutually and in good faith agreed between Parent (or such affiliate) and Seller;

(iv) Subject to the proviso set forth below, solicit or attempt to solicit or divert away business of any customers of the Company for products or services the same or similar to those offered or sold by the Company made known to the Seller and Kenney during his or its affiliation with the Seller's Business;

(v) Solicit or attempt to solicit for any business endeavor any employee of the Company; or

(vi) Render any services as an officer, director, employee, partner, consultant or otherwise to, or have any interest as a stockholder, partner, lender or otherwise in, any

person which is engaged in activities which, if performed by Seller, would violate this Section 7(b);

provided, however, that (1) none of the foregoing shall restrict Seller or Kenney from general advertising and solicitation of the products and services generally sold and to be sold by Seller and its other affiliates (none of which advertising or solicitation shall in any way disparage Buyer, the Company or their respective products or services), and (2) if the Consulting Agreement is terminated by PlantX Living for convenience or by Seller for cause, the restrictions set forth in paragraphs (ii) and (iii) would likewise terminate; provided, however that such termination would not affect the validity of (x) Seller's and Kenney's obligation under Section 7(b)(i) or (y) any non-compete terms mutually agreed between the Parties with respect to any other location.

(c) Equitable Relief. Because Buyer may not have an adequate remedy at law to protect its interest in its trade secrets, Information and similar commercial assets, or to protect its business from competition by Seller in violation of Section 7(b), Buyer shall be entitled to injunctive relief, in addition to such other remedies and relief that would be available to it, in the event of a breach of the provisions of Section 7(a) or 7(b).

(d) Acknowledgement. Kenney acknowledges that (i) Kenney is a key service provider to the Company; (ii) the goodwill associated with the existing Business, customers and assets of the Company prior to the Closing is an integral component of the value of the Company to Buyer and is reflected in the consideration payable to Seller in connection with the Closing, and (iii) Kenney's agreement as set forth in this Section 7 is necessary to preserve the value of the Company for Buyer following the Closing. Kenney agrees that the restrictions contained in this Section 7, including but not limited to the time period, geographic limitations, and scope of activity are reasonable for the protection of Buyer's legitimate business interests.

(e) Term and Severability of Covenants. If Kenney breaches any covenant set forth in Section 7(b), the term of such covenant shall be extended by the period of the duration of such breach. The covenants contained in Section 7(b) hereof shall be construed as a series of separate covenants. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), Buyer and Kenney agree that such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. If the provisions of Section 7(a) or 7(b) are deemed to exceed the time, geographic or scope limitations permitted by applicable law, Buyer and Kenney agree that such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, permitted by applicable law.

8. Indemnities; Survival.

(a) Indemnification by Seller. Seller shall indemnify and hold harmless Buyer and the Company from and against any losses, Claims, damages, judgments, settlements or liabilities (collectively, "**Losses**") that Buyer or the Company may incur, to the extent that such Losses arise out of or result from:

(i) the breach or inaccuracy of any representation or warranty made by Seller herein or in the Transaction Agreements;

(ii) the non-performance of any covenant made herein or in the Transaction Agreements by Seller; or

(iii) any of the liabilities not assumed by Buyer;

and shall reimburse Buyer or the Company for any reasonable legal or other expenses ("**Expenses**") incurred by it in connection with investigating or defending against any such Losses.

(b) Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller against any Losses that Seller may incur, to the extent that such Losses arise out of or result from:

(i) the breach or inaccuracy of any representation or warranty made by Buyer herein or in the Transaction Agreements;

(ii) the non-performance of any covenant made herein or in the Transaction Agreements by Buyer; or

(iii) the operation of the Business of the Company from and after the Closing Date;

and shall reimburse Seller for any reasonable Expenses incurred by it in connection with investigating or defending against any such Losses.

(c) Procedures.

(i) Promptly after receipt by a Party (the "**Indemnified Party**") of notice of a Loss or the commencement of any action, suit or proceeding (a "**Proceeding**") against which it believes it is indemnified under this Section 8, the Indemnified Party shall so notify the Party or Parties obligated to provide such indemnification (the "**Indemnifying Party**"); provided, however, that the failure so to notify the Indemnifying Party shall only relieve it from any liability that it may have to the Indemnified Party to the extent that the Indemnifying Party is actually prejudiced by such failure.

(ii) If the Indemnifying Party confirms in writing that indemnity under this Section 8 is due, then the Indemnifying Party shall be entitled to assume the legal defense of a Proceeding at its own expense with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ separate counsel in any Proceeding and participate in the defense thereof, but the fees and Expenses of such counsel shall be at the expense of the Indemnified Party unless: (A) the employment of such counsel shall have been specifically authorized in writing by the Indemnifying Party, (B) the Indemnifying Party shall have failed to assume the defense of such action or (C) the Indemnified Party has been advised in writing by counsel that a reasonable likelihood exists of a conflict of interest between the Indemnifying Party and the Indemnified Party.

(iii) An Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened Proceeding in respect of which indemnification is sought hereunder, unless such settlement,

compromise or consent: (1) requires no action and imposes no restriction on the part of the Indemnified Party and (2) does not require any admission of wrongdoing on the part of the Indemnified Party.

(d) Survival.

(i) The representations and warranties of the Parties contained in this Agreement or any Transaction Agreement shall survive the Closing until the date that is 18 months from the Closing Date; provided that the representations and warranties of Seller set forth in Section 2(a), (d) and (t) shall survive until the expiration of the applicable statute of limitations plus ninety (90) days.

(ii) The covenants and agreements of the Parties contained in this Agreement and the Transaction Agreements shall survive the Closing indefinitely or for any shorter period explicitly specified herein or therein.

(iii) Notwithstanding the foregoing, any breach of a representation or warranty in respect of which indemnity may be sought pursuant to the terms of this Agreement shall survive the time at which it would otherwise terminate pursuant to clause (i) above if notice of the inaccuracy or breach thereof giving rise to such right of indemnity shall have been given to the Party against whom such indemnity may be sought prior to such time.

(e) Certain Limitations. The indemnification provided for in Sections 8(a)(i) and 8(b)(i) shall be subject to the following limitations:

(i) The aggregate amount of all Losses for which Seller shall be liable pursuant to Section 8(a)(i) shall not exceed an amount equal to US$314,000 (the "**Indemnity Cap**"); provided that the aggregate amount of all Losses for which Seller shall be liable that result from a breach of the representation and warranties set forth in Section 2(a), (b), (c), (d) and (t) shall be up to but shall not exceed US$1,569,999.00;

(ii) The aggregate amount of all Losses for which Buyer shall be liable pursuant to Section 8(b)(i) shall not exceed the Indemnity Cap;

(iii) No Party shall have any liability under Section 8(a)(i) or Section 8(b)(i) unless and until the aggregate amount of Losses so incurred exceeds US$20,000 and, in such event, the Indemnifying Party shall be required to pay the entire amount of all such Losses.

Notwithstanding the foregoing, the limitations set forth above shall not apply to any Claims with respect to fraud.

(f) Means of Recovery.

(i) Buyer shall be entitled in its sole discretion to satisfy any Claims for indemnification or reimbursement by any one or more of the following, in Buyer's sole discretion: (i) by requiring direct cash payment from Seller, (ii) by setoff against any amounts otherwise payable hereunder, or (iii) by purchasing Consideration Shares by way

of setoff in lieu of releasing them from escrow pursuant to (and only if permitted by) Section 8(g).

(ii) For purposes of determining the amount of Losses arising from a breach of or inaccuracy in any representation, warranty, covenant or obligation of Buyer or Seller in this Agreement, limitations or qualifications as to dollar amount, knowledge or materiality (or, in each case, any similar concept) set forth in such representation, warranty, covenant or obligation shall be disregarded.

(g) Set Off; Purchase of Consideration Shares. If the amount of Losses claimed by Buyer exceeds US$150,000 and any Consideration Shares remain in escrow that have not yet been released to Buyer on the dates set forth in, and as required by, Section 1(b)(ii), then Buyer (at its option, and without limitation of its other remedies hereunder) may, in satisfaction of Seller's obligation to indemnify or reimburse Buyer pursuant to, and subject to the other terms and conditions of, this Section 8, purchase Consideration Shares from Seller at a price equal to the issue price of such Consideration Shares and pay the purchase price therefor by way of set-off, in lieu of releasing or causing to be released such Consideration Shares to Seller from escrow. To the extent Buyer's actual Losses as finally adjudicated in accordance with this Agreement differ from the value (derived as provided above) of the Consideration Shares not released from escrow, then (x) Seller shall promptly pay (in cash, and subject to the other limitations set forth in Section 8(e)) to Buyer any shortfall and (y) Buyer shall promptly pay (in cash) to Seller any overage.

(h) Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its representatives) or by reason of the fact that the Indemnified Party or any of its representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 6(a) or (b), as the case may be.

(i) Exclusive Remedies. Other than the right of Seller to seek injunctive relief as contemplated by Section 7(c) or to bring a Claim against Kenney for monetary damages for a breach of his obligations under Section 7, and other than the right of either Party to bring a Claim against the other Party for fraud, the indemnity provisions of this Section 8 are the exclusive remedy of the Parties for any Losses, liabilities or causes of action relating to this Agreement or the Transaction Agreements.

(j) Adjustment to Purchase Price. Any payment made to an Indemnified Party under this Section 8, including any payments satisfied by way of set-off pursuant to this Section 8, will constitute a decrease or an increase to the Purchase Price, as applicable.

9. Termination.

(a) This Agreement may be terminated at any time prior to the Closing Date: (i) by mutual written consent of the Parties hereto, or (ii) by either Seller or Buyer (the "**Terminating Party**"), by written notice to the other (the "**Non-Terminating Party**"), if the Closing shall have failed to take place on or before May 31, 2021 (or such later date as may be designated by mutual

written agreement of the Parties), unless such failure results from the default or failure of the Terminating Party to perform any of its obligations under this Agreement.

(b) Upon any termination of this Agreement pursuant to this Section 9, all rights and obligations of the Parties hereunder shall terminate without any liability of any Party to the others (except for any liability of any Party then in breach of this Agreement).

10. Miscellaneous

(a) Entire Agreement. This Agreement, together with the Schedules and Transaction Agreements, constitute the entire agreement between the Parties and supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, by facsimile, .PDF or otherwise, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(d) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(e) Notices. All notices, Claims and other communications required or permitted hereunder will be in writing. Any notice, Claim or other communication hereunder shall be deemed duly given if delivered personally, delivered by nationally recognized overnight courier service, or sent by registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to the intended recipient at its address set forth on the signature pages hereto. Any Party may change its address for notices by giving the other Party notice in the manner herein set forth.

(f) Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Party against whom enforcement of such amendment or waiver is sought. No waiver of any default, misrepresentation or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(g) Severability. Subject to Section 7(e), if any term or provision of this Agreement is held to be invalid or unenforceable in any situation in any jurisdiction, then (i) such term or provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, and (ii) the invalidity or unenforceability of such term or provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(h) Broker Fees. Each Party agrees to indemnify and hold harmless the other from and against any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which such Party or any of its officers, stockholders or representatives is responsible.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(j) Gender, etc. In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders.

(k) Including. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

(l) Statutory Instruments. Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

(m) Fees and Expenses; Attorney Fees. Each Party shall bear and pay all fees, costs and Expenses that it incurs with respect to this Agreement and the consummation of the transactions contemplated hereby. Buyer shall be responsible for all fees and expenses of [*redacted – name of arm's length broker*]. In the event any Party brings an action to enforce or interpret any of the provisions of this Agreement, the prevailing Party in such action shall, in addition to any other recovery, be entitled to its reasonable attorneys' fees and Expenses arising from such action and any appeal related thereto, whether or not such matter proceeds to court.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE IN COUNTERPARTS FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on as of the date first above written.

PLANTX LIFESTYLE USA INC.

By: "*Lorne Rapkin*"
Name: Lorne Rapkin
Title: Chief Financial Officer
Address: 100 Park Royal S, Suite 504
West Vancouver, BC, V7T 1A2
Canada

MK CUISINE GLOBAL LLC

By: "*Matthew Kenney*"
Name: Matthew Kenney
Title: Managing Member
Address: 1009 Abbot Kinney Blvd.
Venice, CA, 90291
USA

PLANTX LIFE INC.

By: "*Lorne Rapkin*"
Name: Lorne Rapkin
Title: Chief Financial Officer
Address: 100 Park Royal S, Suite 504
West Vancouver, BC, V7T 1A2
Canada

SOLELY FOR PURPOSES OF SECTION 7:

"*Matthew Kenney*"

Matthew Kenney
Address: 1009 Abbot Kinney Blvd.
Venice, CA, 90291, USA

SCHEDULES

Schedule 1(h): Allocation Methodology

The purchase price (including any liabilities or other items treated as purchase price consideration for income tax purposes) shall be allocated among the assets of the Company in accordance with Section 1060 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder, as follows. The listing of a class of assets in the table below does not necessarily mean that such class of assets is applicable to the transaction.

Class	Allocation of Allocable Consideration
I (cash, demand deposits, etc.)	Actual face amount of the Class I assets on the Closing Date.
II (marketable stock, government securities, etc.)	The book value of the Class II assets using the accrual method of accounting as reflected in the Financial Statements.
III (accounts receivables, mortgages, etc.)	The book value of the Class III assets using the accrual method of accounting as reflected in the Financial Statements.
IV (inventory, etc.)	The book value of the Class IV assets using the accrual method of accounting as reflected in the Financial Statements.
V (assets other than Class I, II, III, IV, VI, or VII assets)	The book value of the Class V assets using the accrual method of accounting as reflected in the Financial Statements.
VI (§197 intangibles other than goodwill and going concern value)	Not applicable.
VII (goodwill and going concern value)	Any remaining allocable consideration.

Schedule 2(j): Marks, Domain Names and Social Media Accounts

Unregistered trademark: New Deli (and all brand equity related to that name, whether owned by the Company, Seller or any Seller affiliate).

Other marks or names: [New Deli Venice Beach]

Domain names: [newdelivenice.com]

Social media accounts: [@Newdelivenice]

Schedule 2(k): Material Contracts

Management Agreement

Schedule 2(r): Bank Accounts and Signatories

Name of bank: [*redacted*]
Account number: [*redacted*]
Authorized signatory(ies): [*redacted*]

Name of bank: [*redacted*]
Account number [*redacted*]
Authorized signatory(ies): [*redacted*]