

ASSIGNMENT AGREEMENT

THIS AGREEMENT made the 30th day of April, 2018.

BETWEEN:

THE GOODFELLAS GROUP LLC., 216-A 4th Street, Santa Ana, California, USA, 92701

(the "Assignor")

AND:

GF, Inc. at 2060 Placentia Ave., Ste. A-4, Costa Mesa, California 92627

(the "Assignee")

WHEREAS:

A. The Assignor is a party to 26 exclusive branding agreements, as more particularly described in Schedule "A" hereto (the "Branding Agreements"); and

B. The Assignor has agreed to assign all of its right, title and interest in and to the Branding Agreements to the Assignee on the terms and conditions set forth herein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT

1.1 The Assignor hereby agrees to irrevocably assign to the Assignee all of its rights, title, obligations and interest in and to the Branding Agreements (the "Assignment") with full power to the Assignee to take all such measures for the enjoyment of the rights under the Branding Agreements as if the Assignee had been the original party thereto in place of the Assignor.

1.2 The Assignee hereby accepts the Assignment effective as of the Closing and that time irrevocably assumes all of the Assignor's duties and obligations under the Branding Agreements and agrees to pay, perform and discharge, as and when due, all of the current and future obligations of the Assignor under the Branding Agreements, as fully and to the same extent as if the Assignee had been an original party thereto in place of the Assignor.

1.3 As consideration for the Assignment, the Assignee shall:

(a) pay to the Assignor the sum of \$50,000 on or before the execution of this Agreement (which payment the Assignor acknowledges has been paid and which payment

is refundable to the Assignee in the event that the Closing does not occur on or before April 30, 2018);

- (b) pay to the Assignor the sum of \$100,000 on or before April 30, 2018; and
- (c) pay to the Assignor the final sum of an additional \$150,000 on or before the date which is 10 business days following the completion by the Assignee of an initial public offering of its securities which results in the common shares of the Assignee becoming listed on a recognized stock exchange in Canada.

2. OBLIGATIONS OF THE ASSIGNOR

2.1 The Assignor hereby acknowledges and agrees as follows:

- (a) immediately upon execution of this Agreement to procure written consents from all of the other parties to the Branding Agreements for the Assignment; and
- (b) upon execution of this Agreement, it will provide the Assignee with all information, data and reports and any other data, if any, in the Assignor's possession or over which the Assignor has control relating to the Branding Agreements and the rights and the obligations of the parties thereunder;

3. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF THE ASSIGNOR

3.1 The Assignor represents and warrants to the Assignee in order to induce the Assignee to enter into this Agreement, as follows:

- (a) the Assignor is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California;
- (b) The Assignor has the exclusive right to enter into this agreement and all necessary authority to assign to the Assignee the right and obligations within the Branding Agreements in accordance with the terms and conditions of this Agreement and to carry out its obligations hereunder;
- (c) all necessary corporate action (including any necessary action by its directors or shareholders) has been taken by the Assignor to duly authorize this Agreement and the transactions contemplated therein and this Agreement is a binding agreement on the Assignor, enforceable against the Assignor in accordance with its terms and conditions;
- (d) the entering into this Agreement does not conflict with any applicable laws or the Assignor's constating documents nor does this Agreement conflict with, or result in a breach or violation of or accelerate the performance required by any license, lease, contract or other commitment to which the Assignor is party or by which the Assignor is bound including the Branding Agreements;

- (e) the Assignor has provided to the Assignee true and complete copies of each of the Branding Agreements;
- (f) each of the Branding Agreements is a valid and subsisting agreement, is in full force and effect, is in good standing, not in default and enforceable by the Assignor in accordance with its terms;
- (g) the Assignor is not aware of any intention on the part of any of the other parties thereto to terminate or materially alter any of the Branding Agreements or any event that, with notice or the lapse of time, or both, will create a material breach or violation thereof, or default under any of the Branding Agreements;
- (h) neither of the Assignor has assigned, transferred, optioned or otherwise encumbered any of their rights under any of the Branding Agreements; and
- (i) no person or entity other than the Assignor has, as of the date of execution of this Agreement, or will have as of Closing, any right, title or interest in or to any of the Branding Agreements.

4. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF THE ASSIGNEE

4.1 The Assignee represents and warrants to the Assignor in order to induce the Assignor to enter into this Agreement that the Assignee is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, has all corporate authority and has obtained any and all consents required to enter into this Agreement.

5. COMPLETION OF ASSIGNMENT

5.1 The completion of the Assignment as contemplated by this Agreement (the "Closing") shall take place as soon as reasonably practicable following the execution of this Agreement, conditional upon all parties to the Branding Agreements (other than the Assignor) have provided their written consent to the Assignment to the Assignee.

6. GENERAL

6.1 Time shall be of the essence in this Agreement.

6.2 This Agreement shall be subject to, interpreted, construed and enforced in accordance with the laws in effect in the Province of British Columbia. Each party accepts the jurisdiction of the courts of the Province of British Columbia.

6.3 This Agreement supersedes and replaces all other agreements, documents, discussions and verbal understandings between the parties with respect to the matters detailed herein and contains the entire agreement between the parties.

6.4 This Agreement shall enure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns.

6.5 Each of the parties covenant and agree to do such acts and execute and deliver all such documents, conveyance and transfers as may be reasonably requested or required by the other party, in order to fully perform and carry out the terms and intent of this Agreement.

6.6 All references to dollar amounts contained in this Agreement are references to United States funds.

6.7 This Agreement may be executed in any number of counterparts and all such counterparts, taken together, will be deemed to constitute one and the same instrument. This Agreement may be signed and accepted by facsimile or portable document format.

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

THE GOODFELLAS GROUPS, LLC

Per:

Authorized Signatory *Nam Tran*

GF, Inc.

Per:

Authorized Signatory

James P. Pals - President