

Frederic Gagne

as the **Creator**

and

KOMO PLANT BASED FOODS INC. as Komo

ASSET PURCHASE AGREEMENT

December 5, 2020

ASSET PURCHASE AGREEMENT

This Agreement is dated December 5, 2020 between

Frederic Gagne, an individual resident at 2659 Masefield Road, North Vancouver, British Columbia, Canada V7K 1Z8

(the "**Creator**")

and

Komo Plant Based Foods Inc., company formed under the laws of the Province of British Columbia, with a registered and records office at Suite 200 - 1280 Homer Street, Vancouver, British Columbia, Canada V6B 2Y5

("Komo"),

WHEREAS,

A. the Creator is an experienced professional chef and holistic nutritionist and is actively engaged in developing plant-based products; and

B. Creator desires to sell, and Komo desires to purchase the formulas and all the associated Intellectual Property to create 33 plant-based alternative meat products developed by the Creator, as further described in this Agreement.

**ARTICLE 1
INTERPRETATION**

Section 1.1 Defined Terms.

Capitalized terms used herein and not otherwise defined have the meanings set forth in Schedule "A".

Section 1.2 Currency.

All references in this Agreement to dollars or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.3 Schedules.

The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

**ARTICLE 2
PURCHASED ASSETS AND OPERATING AGREEMENT**

Section 2.1 Purchased Assets.

Subject to the terms and conditions of this Agreement, the Creator agrees to sell, assign and transfer to Komo, and Komo agrees to purchase from the Creator on the Closing Date, effective as of the Effective Time, the assets (as defined herein) described in Schedule "B" hereto (the "**Purchased Assets**").

**ARTICLE 3
PURCHASE PRICE**

Section 3.1 Purchase Price.

The consideration payable by Komo to the Creator for the Purchased Assets is \$50,000 (the "**Purchase Price**") payable through the issuance of 500,000 common shares of Komo to the Creator at a deemed value of \$0.10 per share plus GST in the amount of \$2,500 to be paid in cash. These shares shall have certain trading restrictions and the Creator may not sell the shares for a period of four months, and after that not more than 100,000 shares shall be sold per week for six months. The Creator agrees to sign a stock restriction agreement to confirm these trading restrictions.

Section 3.2 Payment of Sales Tax and Registration Charges on Transfer.

The Creator shall be liable for and shall pay all sales Taxes and all other similar taxes, duties, registration fees or other like charges properly payable upon and in connection with the sale, assignment and transfer of the Purchased Assets from the Creator to Komo, together with any taxes payable on the Creator's net income, profits or gains.

**ARTICLE 4
CREATOR LIABILITIES**

Section 4.1 Creator Liabilities.

Komo shall not assume any liabilities of the Creator with respect to the Purchased Assets and shall have no obligation to discharge, perform or fulfil, and the Creator will indemnify Komo from and against, any and all Creator Liabilities.

Section 4.2 Assumption of Contractual Liabilities.

Notwithstanding anything in this Agreement, Komo does not assume and has no obligation to discharge any liability or obligation under or in respect to the Purchased Assets.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE CREATOR**

Section 5.1 Representations and Warranties of the Creator.

The Creator represents and warrants as follows to Komo and acknowledges and agrees that Komo is relying on such representations and warranties in connection with its sale of the Purchased Assets:

- (a) All of the Purchased Assets are originally developed by the Creator;
- (b) Each of the recipes included in the Purchased Assets have been designed, made and tested by the Creator;
- (c) All of the recipes included in the Purchased Assets are 100% plant-based;
- (d) The Creator has designed the recipes for consumers who are seeking a healthy lifestyle, as well as designed with restaurants in mind who may seek a ready made solution for restaurant patrons who want to eat plant-based foods;
- (e) The transfer of the Purchased Assets will not violate any Contract and will not violate the rights of any person;
- (f) The Creator represents that
 - (i) he has been a health enthusiast and a professional chef for over 20 years,
 - (ii) he worked as the Executive Chef for one of Canada's largest restaurants, SteamWorks, with a team of 42 chefs, for approximately 13 years;
 - (iii) he has worked as a holistic nutritionist and transformation specialist to help people achieve a healthier lifestyle while offering catering and teaching to his clients; and

- (iv) he has been a Vegan for the past 4 years.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF KOMO

Section 6.1 Representations and Warranties of Komo.

Komo represents and warrants as follows to the Creator and acknowledges and agrees that the Creator is relying on such representations and warranties in connection with its sale of the Purchased Assets:

- (a) **Due Incorporation and Corporate Power.** Komo is a corporation incorporated and existing under the laws of British Columbia and has the corporate power and authority to enter into and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party.
- (b) **Corporate Authorization.** The execution and delivery of and performance by Komo of this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by them have been duly authorized by all necessary corporate action on the part of Komo.
- (c) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by Komo and constitutes a legal, valid and binding agreement of Komo, enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

ARTICLE 7
CLOSING

Section 7.1 Date, Time and Place of Closing.

The completion of the transaction of purchase and sale contemplated by this Agreement will take place on the Closing Date or at such other date and at such other time as may be agreed upon in writing between the Creator and Komo.

Section 7.2 Closing Procedures.

On the Closing Date, the Creator shall deliver actual possession of the Purchased Assets by delivering a detailed description of how to make each of the 33 products described in the Purchased Assets, including raw ingredients, all techniques to create each of the recipes, along with recommendations on how to store the products once they are created, to Komo and upon such delivery Komo shall pay or satisfy the Purchase Price in

accordance with Section 3.1. The transfer of possession of the Purchased Assets shall be deemed to take effect at the Effective Time.

ARTICLE 8 POST-CLOSING COVENANTS

Section 8.1 Further Assurances.

From time to time after the Closing Date, each Party shall at the request of any other Party execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to effectively transfer the Purchased Assets to Komo and carry out the intent of this Agreement and any Ancillary Agreement.

The Creator agrees that for a period of 2 years from the date of this Agreement he will not sell any plant-based recipes or formulas to any party without the advance written approval of Komo.

Following the Closing, the Creator shall make himself available for up to a total of 100 hours, but not more than 10 hours per week, to train a person designed by Komo how to make each of the products included in the Purchased Assets. The Creator shall be entitled to charge a reasonable hourly rate for these services not to exceed \$50 per hour. The Creator shall send Komo an invoice each month for these services, and payment shall be due within 30 days of receipt.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Expenses.

Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses incurred in connection with this Agreement, the Ancillary Agreements and the transactions contemplated by them. The costs and expenses referred to in this Section are those which are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, and the transactions contemplated by this Agreement, including the fees and expenses of legal counsel, investment advisers and accountants.

Section 9.2 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Creator and by Komo.

Section 9.3 Waiver.

No waiver of any of the provisions of this Agreement or any Ancillary Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 9.4 Non-Merger.

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties will not merge on and will survive the Closing. Notwithstanding the Closing and any investigation made by or on behalf of any Party, the covenants, representations and warranties will continue in full force and effect. Closing will not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

Section 9.5 Entire Agreement.

This Agreement and the Ancillary Agreements constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to such transactions. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement or any Ancillary Agreements.

Section 9.6 Successors and Assigns.

This Agreement becomes effective only when executed by the Creator, and Komo. After that time, it will be binding upon and enure to the benefit of the Creator, Komo and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns.

Section 9.7 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect.

Section 9.8 Governing Law.

This Agreement is governed by and will be interpreted and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Section 9.9 Counterparts.

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by email or by Docusign or other electronic means is as effective as a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the Parties have executed this Asset Purchase Agreement dated December 5, 2020.

"Frederic Gagne"
FREDERIC GAGNE

KOMO PLANT BASED FOODS INC.

By: "William White"
Per: William White, President & CEO

SCHEDULE "A" DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"Agreement" means this asset purchase agreement.

"Ancillary Agreements" means all agreements, certificates and other instruments delivered or given pursuant to this Agreement.

"Authorization" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

"Closing" means the completion of the transaction of purchase and sale contemplated in this Agreement.

"Closing Date" means December 18, 2020.

"Contract" means any agreement, contract, licence, undertaking, engagement or commitment of any nature, written or oral, including any: lease of personal property; unfilled purchase order; forward commitment for supplies or materials entered into in the ordinary course of business; or restrictive agreement or negative covenant agreement.

"Creator Liabilities" means any and all liabilities, obligations, and commitments of the Creator or with respect to the Purchased Assets, whether known, unknown, direct, indirect, absolute, contingent or otherwise or arising out of facts, circumstances or events, in existence on or prior to the Closing Date.

"Effective Time" means 4pm (Vancouver time) on the Closing Date.

"GST" means goods and services tax.

"Intellectual Property" means all domestic and foreign: (i) franchise rights, trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (ii) all franchise rights related to the foregoing; (iii) proprietary and non-public business information, including formulae, recipes, trade secrets, confidential information, know-how, methods, processes, designs, inventions (whether patentable or not), invention disclosures, improvements, discoveries, technology, technical data, schematics, customer lists, and documentation relating to any of the foregoing; (iv) copyrights, copyright registrations and applications for copyright registration; (v) mask works, mask work registrations and applications for mask work registrations; (vi) designs, design registrations, design registration applications and integrated circuit topographies; (vii) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (viii) Software; and (ix) any other intellectual property and industrial property.

“Laws” means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity and (iii) to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity.

“Parties” means the Creator and Komo.

“Person” or **“Persons”** means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

“Purchase Price” has the meaning specified in Section 3.1.

“Purchased Assets” has the meaning specified in Section 2.1.

SCHEDULE "B"

THE ASSETS

The Purchased Assets are all of the Intellectual Property, including the formulas and all know-how associated with the 33 plant-based alternative meat products listed below:

"Chicken" Burgers

1. Original "Chicken" Burger Patty
2. Smokey "Chicken" Burger Patty
3. Avocado "Chicken" Burger Patty
4. Mushroom "Chicken" Burger Patty
5. BBQ "Chicken" Burger Patty
6. "KFC" Style Breaded "Chicken" Burger Patty
7. Spicy "Chicken" Burger Patty

"Beef" Burgers

8. Original "Beef" Burger Patty
9. Smokey "Beef" Burger Patty
10. Avocado "Beef" Burger Patty
11. Mushroom "Beef" Burger Patty
12. BBQ "Beef" Burger Patty
13. Italian "Meat" balls

"Meat" Balls

14. Spicy "Meat" balls
15. Salt and Pepper "Meat" balls
16. Original Beef "Meat" balls
17. Original Chicken "Meat" balls

Pierogies

18. Original Cheese Pierogies
19. "Chicken" and "Cheese" Pierogies
20. "Beef" Pierogies
21. Mushroom Pierogies
22. Spinach Pierogies

“Chicken”

- 23. Popcorn “Chicken”
- 24. “Chicken” Strips
- 25. “Chicken” Nuggets

Ground “Beef”

- 26. “Beef” Taco Meat
- 27. Italian Meat for Spaghetti

Hot Dog

- 28. Original Weiner
- 29. Ballpark Weiner
- 30. “Beef” Flavoured Weiner
- 31. “Chicken” Flavoured Weiner

Breakfast Sausage

- 32. Breakfast Sausage
- 33. “Sausage” Patty for Breakfast Sandwich