

Champignon Brands Inc.
#704 - 595 Howe Street
Vancouver, BC V6C 2T5

September 19, 2019

TO: JR Design
105 Glenayr Road
Toronto, Ontario
M5P 3C1
("JR")

and

Ibis Capital Corporation
112 Old Forest Hill Road
Toronto, Ontario
M5P 2R9
("Ibis")

(JR and Ibis collectively, defined as "you" or the "Service Providers")

Dear Sirs/Mesdames:

Re: Pop Up Shop Design For Champignon Brands Inc. (the "Company")

This Letter Agreement (the "Agreement") will confirm our agreement with respect to the design and of three types of pop-up stores and the necessary project management services to coordinate the build of one of the three pop-up stores (the "Flagship Store") for the Company (collectively, the "Services"). Specifically, the Services shall include:

- 1) Design of Flagship Store (will produce three floor plans for review)
- 2) Sourcing of all construction materials and other necessary items for Flagship Store including, but not limited to
 - a) signage,
 - b) shelves,
 - c) mobile POS systems, and
 - d) display cases, etc.
- 3) Project management services including but not limited to, managing contractors, storage of construction materials, managing construction budgets, procuring and producing contractor invoices.

You have represented that the Service Providers or their subcontractors shall have the requisite expertise to provide the Services as set out in this Agreement and that the Service Providers shall divide responsibilities under this agreement between themselves as they see fit.

You further represent that liability for non-performance of either party shall be joint and several. The Company in its sole discretion may waive this provision in the event that JR has fulfilled its conditions, but Ibis has not performed, or vice versa.

You have agreed, subject to the terms set out below, to provide the Services in consideration of \$40,000 plus HST payable within 5 days of execution of this agreement. Such payment shall be made to the party directed by both service providers and shall serve as payment in full for the Services.

You represent that you have the necessary authority to enter into this binding arrangement and further agree to standard general contractual terms attaching to this agreement.

If the foregoing is in accordance with your understanding of our Agreement, please sign where indicated below and this letter agreement will operate as an interim agreement pending execution of a more formal agreement satisfactory to our respective legal counsel.

(the remainder of this page is intentionally left blank)

This Agreement may be executed in one or more counter-parts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.


Yours truly,

CHAMPIGNON BRANDS INC.

Per: 
Authorized Signatory

Agreed this 19th day of September, 2019

JR DESIGN

Per: 
Authorized Signatory

IBIS CAPITAL CORPORATION

Per: 
Authorized Signatory