

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT is made as of February 10th, 2021,

AMONG:

THE VEGETARIAN BUTCHER INC., a company incorporated under the *Business Corporations Act* (British Columbia) and having a registered office at 1068 Hull Court, Coquitlam, BC, V3C 4N1 (the “**Vegetarian Butcher**”)

AND:

BILLY GOAT BRANDS INC., a company incorporated under the *Business Corporations Act* (British Columbia) and having a registered office at Suite 2200, 885 West Georgia Street, Vancouver, British Columbia (“**Billy Goat**”)

WHEREAS, Billy Goat has agreed to subscribe for **1,842,105** common shares of the Vegetarian Butcher, at a price of **\$0.19** per share, for gross proceeds of **\$350,000**, in connection with a private placement being completed by the Vegetarian Butcher (the “**Subscription**”);

AND WHEREAS, upon completion of the transaction contemplated by the Subscription, Billy Goat will beneficially own approximately **12.4%** of the issued and outstanding common shares of the Vegetarian Butcher;

AND WHEREAS, the parties have agreed to enter into this Agreement with effect as of the date first noted above in respect of the matters and on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants of the parties set forth herein, and other good and valuable consideration (the sufficiency and receipt of which is hereby acknowledged by each of the parties hereto) the parties hereto agree as follows:

1. Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

“**Affiliate**” of any Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such Person. For the purposes of this Agreement, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have the meanings correlative to the foregoing;

“**Exercise Notice**” shall have the meaning ascribed thereto in Section 5(c);

“**Nomination Notice**” shall have the meaning ascribed thereto in Section 4(b);

“**Nomination Right**” shall have the meaning ascribed thereto in Section 2(a);

"Nomination Right Notice Period" shall have the meaning ascribed thereto in Section 4(b);

"Offered Securities" means any equity or voting securities (including securities exercisable for, convertible into or exchangeable for Vegetarian Butcher Shares);

"Offering" shall have the meaning ascribed thereto in Section 5(a);

"Offering Notice" shall have the meaning ascribed thereto in Section 5(a);

"Participation Right" shall have the meaning ascribed thereto in Section 5(b);

"Person" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited corporation, joint stock company, trust, unincorporated association, joint venture or other entity or governmental authority, and pronouns have a similarly extended meaning;

"Vegetarian Butcher Notice" shall have the meaning ascribed thereto in Section 4(a); and

"Vegetarian Butcher Shares" means the common shares in the capital of the Vegetarian Butcher as constituted on the date hereof.

2. Billy Goat Nomination Right

- (a) Billy Goat shall have, provided that it, together with its Affiliates, beneficially owns, directly or indirectly, at least 10% of the outstanding Vegetarian Butcher Shares, the right to nominate one person for appointment to the board of directors of the Vegetarian Butcher, and for election to the board of directors on an annual basis ("**Nomination Right**").
- (b) At all times during which Section 2(a) remains in effect, the Vegetarian Butcher shall maintain a board of directors consisting of at least 3 members.
- (c) Upon Billy Goat, together with its Affiliates, beneficially owning, directly or indirectly, less than 10% of the outstanding Vegetarian Butcher Shares, Section 2(a) will be of no further force and effect, at which time the Billy Goat nominee shall be entitled to remain on the board of directors of the Vegetarian Butcher until their successor is elected or appointed.

3. Initial Nomination Procedure

Billy Goat shall have the right and option to exercise the Nomination Right by nominating one person for appointment to the board of directors of the Vegetarian Butcher, upon completion of the transaction contemplated by the Subscription. If Billy Goat wishes to exercise the Nomination Right in such circumstances, it shall give notice to the Vegetarian Butcher of the name of the person it wishes to nominate for appointment. Following receipt of such notice, the Vegetarian Butcher shall take all such steps as are necessary to cause resolutions of the board of directors to be passed to appoint the nominee of Billy Goat upon completion of the transaction contemplated by the Subscription.

4. **Election Procedure**

During the period that Billy Goat, together with its Affiliates, beneficially owns, directly or indirectly, at least 10% of the outstanding Vegetarian Butcher Shares:

- (a) no later than 30 days prior to the date of each annual general meeting of the Vegetarian Butcher, the Vegetarian Butcher shall notify Billy Goat in writing of the date of the annual general meeting of the Vegetarian Butcher (the “**Vegetarian Butcher Notice**”).
- (b) Billy Goat shall have the right and option, exercisable within 10 days from receipt of the Vegetarian Butcher Notice (the “**Nomination Right Notice Period**”) by notice to the Vegetarian Butcher (the “**Nomination Notice**”) to exercise the Nomination Right. If Billy Goat wishes to exercise the Nomination Right, it shall specify the person it wishes to nominate for election to the board of directors of the Vegetarian Butcher. Billy Goat shall not be entitled to exercise the Nomination Right if it, together with its Affiliates, does not beneficially own, directly or indirectly, at least 5% of the outstanding Vegetarian Butcher Shares as at the date of the Vegetarian Butcher Notice.
- (c) If Billy Goat delivers a Nomination Notice in response to a Vegetarian Butcher Notice within the Nomination Right Notice Period, the Vegetarian Butcher shall nominate Billy Goat’s nominee to stand for election to the board of directors of the Vegetarian Butcher at the annual general meeting.

5. **Participation Right**

- (a) **Notice of Offerings:** If the Vegetarian Butcher proposes to issue any Offered Securities pursuant to an equity financing (an “**Offering**”) at any time after the date hereof, at least 20 days prior to the expected completion date of the Offering, the Vegetarian Butcher will give written notice of the Offering (the “**Offering Notice**”) to Billy Goat including, to the extent known by the Vegetarian Butcher, full particulars of the Offering, including the number of Offered Securities, the rights, privileges, restrictions, terms and conditions of the Offered Securities, the price per Offered Security to be issued under the Offering, the expected use of proceeds of the Offering and the expected closing date of the Offering, together with any term sheet or other document to be utilized by the Vegetarian Butcher in connection with the Offering.
- (b) **Grant of Participation Right:** The Vegetarian Butcher agrees that Billy Goat (directly or through an Affiliate) has the right (the “**Participation Right**”) upon receipt of an Offering Notice, to subscribe for and to be issued as part of an Offering at the subscription price per Offered Security pursuant to the Offering and otherwise on substantially the terms and conditions of the Offering:
 - (i) in the case of an Offering of Vegetarian Butcher Shares, up to the greater of such number of Vegetarian Butcher Shares that will allow Billy Goat to maintain its then pro rata ownership interest upon completion of the Offering; and
 - (ii) in the case of an Offering of Offered Securities (other than Vegetarian Butcher Shares), up to the greater of such number of Offered Securities that will (assuming conversion, exercise or exchange of all of the convertible, exercisable or exchangeable Offered Securities issued in connection with the Offering) to allow

If to Billy Goat:

[Redacted]

Attention: [Redacted]

Email: [Redacted]

9. Entire Agreement

Subject as the parties may otherwise mutually agree in writing and except for the Subscription, this Agreement will constitute the entire understanding and agreement between the parties hereto pertaining to the subject matter of this Agreement and will supersede any and all other instruments, whether written or oral, pertaining to the subject matter of this Agreement.

10. Assignment

Neither party may assign or transfer this Agreement in whole or in part without the prior written consent of the other party; provided that Billy Goat may assign this Agreement or the rights granted hereunder to any of its Affiliates. Subject to the foregoing, all the terms and conditions contained herein will enure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns.

11. Applicable Law and Severability

This Agreement will in all respects be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.

12. Headings

The headings appearing at the commencement of the sections hereof are descriptive only and for convenience and reference. Should there be any conflicts between any such heading and the section at the head of which it appears, the section and not such heading will control and govern in the construction of this document.

13. Modifications or Amendments

No amendment, change, modification or waiver of this Agreement will be valid unless it is in writing and signed by both the parties hereto and expressly states that such amendment, change, modification or waiver is intended.

[Signature Page to Follow]

14. Counterparts

This document may be executed by facsimile in one or more separate counterparts, each of which, when so executed, will be deemed to be an original. Such counterparts will, together, constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date first appearing above.

THE VEGETARIAN BUTCHER INC.

By: /s/ "Blair Lowther"
Name: Blair Lowther
Title: CEO

BILLY GOAT BRANDS INC.

By: /s/ "Kris Dahl"
Name: Kris Dahl
Title: Director