

THIS DEED OF AMENDMENT (the “**Deed of Amendment**”) is made on July 15, 2021 (the “**Effective Date**”)

BETWEEN:

- (1) **NAKNIK NAHARIYA KASHER SOGLOWEK LTD.**, a corporation incorporated under the laws of Israel (hereinafter referred to as the “**Copacker**”)
- (2) **ZOGLO'S INCREDIBLE FOOD INC.**, a corporation incorporated and existing under the laws of the Province of Ontario (hereinafter referred to as the “**Purchaser**”)

(Copacker and the Purchaser shall collectively be referred to as the “**Parties**”)

RECITALS:

- A Whereas the Copacker and the Purchaser concluded a Contract Manufacturing Agreement dated as February 9, 2021 (the “**Contract Manufacturing Agreement**”) in terms of which the Purchaser is in the business of packaging, marketing and selling the meat substitutes, vegan and vegetarian meat products and plant-based substitutes described in **Schedule A** thereto (the “**Zoglos Products**” or “**Products**”) under the “**ZOGLOS**” brand name or other similar brand names (the “**Zoglos Business**”);
- B And further in terms of the Contract Manufacturing Agreement, the Purchaser purchased from the Copacker the intellectual property and other proprietary assets required to operate the Zoglos Business and sell the Zoglos Products.
- C The Parties wish to amend the Contract Manufacturing Agreement as follows:

IT IS AGREED:

1. **AMENDMENT**

The Contract Manufacturing Agreement shall be amended as follows:

- 1.1 Schedule A of the Contract Manufacturing Agreement shall be replaced in entirety with **Schedule A** attached hereto.
- 1.2 Paragraph A of the recital clause shall be deleted in entirety and replaced with the following:

"Purchaser is in the business of packaging, marketing and selling the meat substitutes, vegan and vegetarian meat products and plant-based, ready-to-eat, heat and serve, substitutes consisting of 11 (eleven) recipes for 14 (fourteen) different products, 4 (four) specific products of which can be provided by the Copacker in different weights as more fully described in **Schedule A** hereto (the “**Zoglos Products**” or “**Products**”) under the “**ZOGLOS**” brand name or other similar brand names (the “**Zoglos Business**”).

- 1.3 Paragraph D of the recital clause shall be deleted in entirety and replaced with the following:

"Copacker agrees to provide all labour, equipment and facilities necessary to manufacture the Zoglos Products including any updates, renewals, modifications or amendments thereto on condition that the Co-packer's prior written consent is obtained for any such updates, renewals, modifications or amendments to the Zoglos Products. For the avoidance of doubt, it is clarified that in any event, any and all updates, renewals, modifications or amendments to the Zoglos Products shall not change the nature of the Zoglos Products from ready-to-eat and heat and serve to any other purpose Products for the purposes herein.

- 1.4 The definition of "Zoglos Assets" shall be deleted in entirety and replaced with the following:

"**Zoglos Assets**" means collectively all of the Copacker's right, title and interest in and to: (i) the Intellectual Property relating to the Zoglos Products (ii) any recipes used in connection with the Zoglos Products; and (iii) all goodwill relating to the Zoglos Products, including the exclusive right of the Purchaser to represent itself as the exclusive sellers of the Zoglos Products in continuation of and in succession to the Copacker. For greater certainty, the Zoglos Assets are listed in **Schedule 1.1(e)** hereto. For greater certainty, the Zoglos Products are only those as set out in **Schedule A** hereto.

2. MISCELLANEOUS

- 2.1 Any reference in this Deed of Amendment to the Contract Manufacturing Agreement, and/or to any provision of the Contract Manufacturing Agreement will be construed as a reference to the Contract Manufacturing Agreement, and/or that provision, as amended by this Deed of Amendment. This Deed of Amendment is a Transaction Document.
- 2.2 Nothing in this Deed of Amendment: prejudices or adversely affects any right, power, authority, discretion or remedy; or discharges, releases or otherwise affects any liability or obligation, which arose under or in connection with the Contract Manufacturing Agreement before the date of this Deed of Amendment. The Contract Manufacturing Agreement continues in full force and effect, save as amended by this Deed of Amendment.
- 2.3 Save as defined in this Deed of Amendment, definitions, words and expressions used in this Deed of Amendment shall have the same meanings as in the Contract Manufacturing Agreement.

[Signature page follows]

This Deed of Amendment has been executed as a deed and delivered on the Effective Date.

**NAKNIK NAHARIYA KASHER
SOGLOWEK LTD.**

"Ami Soglowek"

Name:

█:

I have the authority to bind the corporation

ZOGLO'S INCREDIBLE FOOD INC.

"Henry Ender"

Name:

Title:

I have the authority to bind the corporation

Schedule 1.1(e)

Zoglos Assets

1. All trademark registrations outlined in schedule 1.1(d).
2. Recipes for all Zoglos product as specified in schedule A, delivered in the form reasonably requested by the Purchaser. For clarity, Vendor makes no representation as to whether any intellectual property protection is available or exists with respect to any such recipes.
3. Any and all manufacturing know-how or trade secrets with respect to the production of Zoglos Products, delivered in the form reasonably requested by purchaser (which may include a production manual or some other form). For clarity, Vendor makes no representation as to whether any intellectual property production is available or exists with respect to any such know how.
4. Zoglos.com domain name and any all content on the website currently located at zoglos.com
5. Specifications for custom tooling required to manufacture the Zoglos Products (for clarity, the actual tooling and equipment shall remain the property of Vendor, but the specifications for such custom tooling shall belong to Purchaser).
6. Design for any packaging for Zoglos Products (For clarity, Vendor makes no representation as to whether any intellectual property protection is available or exists with respect to any such know how).
7. List of all retail outlets, distributors and other persons that currently purchase Zoglos Products directly from Vendor for sale throughout the world other than for sale in Israel (the "Customers" as set out in **Schedule 7** hereto.). For clarity, and purchasers who purchase exclusively for resale in Israel are not included in the definition of Customers.
8. Exclusively right to all future sales of Zoglos Products to Customers throughout the world, other than in Israel. To this end, Vendor agrees to reasonably co-operate with introduction and transition with respect to these Customers purchasing Zoglos Products from Purchaser after Closing. For clarity, there are no contracts binding any Customer to purchase any Zoglos Products in the future. Vendor does not guarantee any amount of future sales to existing Customers, or otherwise. Any such projection shall be at the exclusive risk of Purchaser.
9. At Closing, Vendor shall agree not to discourage any existing Customer from purchasing Zoglos Products from Purchaser, and shall agree to not take any steps, directly or indirectly, to interfere with the business relationship between Purchaser and Customers, for the term of the Manufacturing Agreement, and for two (2) years after the end of the term of the Manufacturing Agreement.

10. For clarity, nothing in this Agreement (including the Asset Purchase Agreement or the Manufacturing Agreement) shall limit the Vendor from developing, selling, or marketing any products that do not use the Zoglos Assets (including recipes or trademarks), and the Vendor shall be free to do so even if those products compete with some or all of the Zoglos Products. However, the Vendor shall not be permitted to sell products that compete with Zoglos Products to Customers for the Term of the Manufacturing Agreement and for a period of two (2) years after the end of the Term of the Manufacturing Agreement. For example, the Vendor shall be permitted to produce a veggie burger or a broccoli cutlet, or any other product, provided it is developed and sold within the Zoglos Assets, and provided it is not sold to existing Customers during the relevant restricted period outlined above.

Schedule 1.1(e)

Zoglos Assets

1. All trademark registrations outlined in schedule 1.1(d).
2. Recipes for all Zoglos product as specified in schedule A, delivered in the form reasonably requested by the Purchaser. For clarity, Vendor makes no representation as to whether any intellectual property protection is available or exists with respect to any such recipes.
3. Any and all manufacturing know-how or trade secrets with respect to the production of Zoglos Products, delivered in the form reasonably requested by purchaser (which may include a production manual or some other form). For clarity, Vendor makes no representation as to whether any intellectual property production is available or exists with respect to any such know how.
4. Zoglos.com domain name and any all content on the website currently located at zoglos.com
5. Specifications for custom tooling required to manufacture the Zoglos Products (for clarity, the actual tooling and equipment shall remain the property of Vendor, but the specifications for such custom tooling shall belong to Purchaser).
6. Design for any packaging for Zoglos Products (For clarity, Vendor makes no representation as to whether any intellectual property protection is available or exists with respect to any such know how).
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9. At Closing, Vendor shall agree not to discourage any existing Customer from purchasing Zoglos Products from Purchaser, and shall agree to not take any steps, directly or indirectly, to interfere with the business relationship between Purchaser and Customers, for the term of the Manufacturing Agreement, and for two (2) years after the end of the term of the Manufacturing Agreement.

10. For clarity, nothing in this Agreement (including the Asset Purchase Agreement or the Manufacturing Agreement) shall limit the Vendor from developing, selling, or marketing any products that do not use the Zoglos Assets (including recipes or trademarks), and the Vendor shall be free to do so even if those products compete with some or all of the Zoglos Products. However, the Vendor shall not be permitted to sell products that compete with Zoglos Products to Customers for the Term of the Manufacturing Agreement and for a period of two (2) years after the end of the Term of the Manufacturing Agreement. For example, the Vendor shall be permitted to produce a veggie burger or a broccoli cutlet, or any other product, provided it is developed and sold within the Zoglos Assets, and provided it is not sold to existing Customers during the relevant restricted period outlined above.

Schedule "A"

See attached.

Schedule A

Product names	Barcode	Israeli factory blend code	
ZOGLOS PLANT BASED- INCREDIBLE BURGERS-MEATLESS ROYAL BURGER 300 GR	748458536329	30731	1
ZOGLOS PLANT BASED -INCREDIBLE SLIDERS- MEATLESS SLIDER BURGER 300 GR	748458000417		
ZOGLOS PLANT BASED- INCREDIBLE BURGERS-MEATLESS ROYAL BURGER 1 KG	748458537241		
ZOGLOS PLANT BASED -INCREDIBLE STICKS- CRISPY CORN STICK 280 GR	748458001148	30518	2
ZOGLOS PLANT BASED -INCREDIBLE CUTLETS- CORN CUTLET 300 GR	748458000400		
ZOGLOS PLANT BASED -INCREDIBLE PATTIES- MIEXED VEGETABLE PATTIES 300 GR	748458537937	30556	3
ZOGLOS PLANT BASED-INCREDIBLE BURGERS- MEATLESS CHICKEN BURGER 300 GR	748458538989	30736	4
ZOGLOS PLANT BASED -INCREDIBLE BURGERS- GRAIN & VEGGIE BURGER 300 GR	748458539160	30152	5
ZOGLOS PLANT BASED -INCREDIBLE CUTLETS- BROCCOLI CUTLET 300 GR	748458000899	30557	6
ZOGLOS PLANT BASED -INCREDIBLE VIENNESE- MEATLESS CUTLET 300 GR	748458000288	30734	7
ZOGLOS PLANT BASED -INCREDIBLE CUTLETS- SPINACH & VEGETABLE CUTLET 300 GR	748458000356	30559	8
ZOGLOS PLANT BASED -INCREDIBLE HOT DOGS - SAVOURY MEATLESS WIENERS 300 GR	748458000257	30733	9
ZOGLOS PLANT BASED -INCREDIBLE HOT DOGS - SAVOURY MEATLESS WIENERS 1 KG	748458537265		
ZOGLOS PLANT BASED -INCREDIBLE NEW YORK STYLE FRANKS 300 GR	837103000060		
ZOGLOS PLANT BASED -INCREDIBLE KEBABS-SAVOURY MEATLESS KEBABS 290 GR	748458000349	30732	10
ZOGLOS PLANT BASED-INCREDIBLE NUGGETS-GOLDEN MEATLESS NUGGETS 300 GR	748458000370	30735	11
ZOGLOS PLANT BASED- INCREDIBLE CUTLETS- CRISPY MEATLESS CUTLET 1 KG	748458536312		
ZOGLOS PLANT BASED- INCREDIBLE CUTLETS- CRISPY MEATLESS CUTLET 300 GR	748458000394		
ZOGLOS PLANT BASED-INCREDIBLE NUGGETS-GOLDEN MEATLESS NUGGETS 800 GR	748458537319		

MAKNIK NAHARYA KASHER ZOGLOWEK LTD

