



## DEED OF SALE, PURCHASE AND TRANSFER OF SHARES

(*Organto Foods Europe B.V.*)

On this nineteenth day of February two thousand twenty three appeared before me, \_\_\_\_\_  
Mervyn Elmer Odink, acting as a substitute of Mariël Géraldine Vrielink, civil law notary \_\_\_\_\_  
officiating in Utrecht, the Netherlands: \_\_\_\_\_

Romy Helena Brandriet, working under the responsibility of me, civil-law notary, with \_\_\_\_\_  
chosen residence at Utrecht, the Netherlands, Archimedeslaan 61, born in Hengelo \_\_\_\_\_  
(Overijssel), the Netherlands, on the twenty-fifth day of July nineteen hundred ninety-two, —  
for the purposes hereof acting as attorney – duly authorized in writing – of: \_\_\_\_\_

1. **Organto Foods B.V.**, a private limited liability company under the laws of the \_\_\_\_\_  
Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its \_\_\_\_\_  
official seat in Amsterdam, the Netherlands, with address at Ginnekenweg 240, \_\_\_\_\_  
4835 NJ Breda, the Netherlands, registered with the Dutch trade register under \_\_\_\_\_  
number 69987947 (the **Seller**); \_\_\_\_\_
2. **Xebra Brands Ltd.**, a company under the laws of British Columbia, Canada, with \_\_\_\_\_  
its registered office at 1055 West Georgia St., 1500 Royal Centre, P.O. box 11117 —  
Vancouver, BC V6E 4N7, British Columbia, Canada, registered with the British \_\_\_\_\_  
Columbia Registrar of Companies under number BC1198365 (the **Purchaser 1**); \_\_\_\_\_
3. **SHARE Marketing & Management Services B.V.**, a private limited liability \_\_\_\_\_  
company under the laws of the Netherlands (*besloten vennootschap met beperkte —*  
*aansprakelijkheid*), with its official seat in Breda, the Netherlands, with address at \_\_\_\_\_  
Ginnekenweg 240, 4835 NJ Breda, the Netherlands, registered with the Dutch \_\_\_\_\_  
trade register under number 71612769 (the **Purchaser 2** and together with the \_\_\_\_\_  
Purchaser 1: the **Purchasers** and each individually: a **Purchaser**); and \_\_\_\_\_
4. **Organto Foods Europe B.V.**, a private limited liability company under the laws of \_\_\_\_\_  
the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), with its \_\_\_\_\_  
official seat in Amsterdam, the Netherlands, with address at Ginnekenweg 240, \_\_\_\_\_  
4835 NJ Breda, the Netherlands, registered with the Dutch trade register under \_\_\_\_\_  
number 69996865 (the **Company**). \_\_\_\_\_

**Powers of attorney** \_\_\_\_\_

The authorisation of the person appearing is evidenced by four (4) written copies of the \_\_\_\_\_  
powers of attorney, which shall be attached to this deed (**Annexes 1 up to and including 4**). —

The person appearing, acting in its aforementioned capacities, declared: \_\_\_\_\_

**WHEREAS:** \_\_\_\_\_

- (a) the Seller is the holder of: \_\_\_\_\_
  - (i) seventy-five (75) shares in the capital of the Company, having a nominal \_\_\_\_\_  
value of one euro (€ 1.00) each, numbered 1 up to and including 75 (the \_\_\_\_\_  
**Shares 1**); and \_\_\_\_\_
  - (ii) twenty-five (25) shares in the capital of the Company, having a nominal \_\_\_\_\_  
value of one euro (€ 1.00) each, numbered 76 up to and including 100 (the \_\_\_\_\_  
**Shares 2** and together with the Shares 1: the **Shares**); \_\_\_\_\_



- (b) the Seller and the Purchasers have reached agreement on the sale, purchase and —  
transfer of the Shares by the Seller to the Purchasers on the terms and conditions —  
set out in this deed. \_\_\_\_\_

**THE SELLER AND THE PURCHASERS HAVE AGREED AS FOLLOWS:** \_\_\_\_\_

**Article 1. Sale and purchase of the Shares; transfer of the Shares** \_\_\_\_\_

1.1 The Seller hereby sells and transfers the Shares 1 to the Purchaser 1, which \_\_\_\_\_  
hereby purchases and accepts the Shares 1. \_\_\_\_\_

1.2 The Seller hereby sells and transfers the Shares 2 to the Purchaser 2, which \_\_\_\_\_  
hereby purchases and accepts the Shares 2. \_\_\_\_\_

**Article 2. Purchase Price** \_\_\_\_\_

2.1 The purchase price of the Shares 1 amounts to four thousand one hundred twenty- —  
five euro (€ 4,125.00) (the **Purchase Price 1**). \_\_\_\_\_

2.2 The purchase price of the Shares 2 amounts to one thousand three hundred —  
seventy-five euro (€ 1,375.00) (the **Purchase Price 2**). \_\_\_\_\_

2.3 The Seller hereby gives full discharge to the Purchaser 1 for the payment of the —  
Purchase Price 1 under the condition that the Purchase Price 1 is transferred to —  
the Seller.. \_\_\_\_\_

2.4 The Seller hereby gives full discharge to the Purchaser 2 for the payment of the —  
Purchase Price 2 under the condition that the Purchase Price 2 is transferred to —  
the Seller. \_\_\_\_\_

**Article 3. Previous acquisition of the Shares by the Seller** \_\_\_\_\_

The Seller declares to have acquired the Shares through issuance upon incorporation of —  
the Company, as is evidenced by the notarial deed executed on the third day of November —  
two thousand seventeen before a substitute of C.J. van Oevelen, civil-law notary officiating —  
in Amsterdam, the Netherlands. \_\_\_\_\_

**Article 4. Warranties. Other stipulations.** \_\_\_\_\_

- 4.1 The Seller warrants to the Purchasers that, on this day, the following is correct: \_\_\_\_\_
- (a) the shareholders' register of the Company is up-to-date and complete; \_\_\_\_\_
  - (b) the Seller has the complete and unencumbered right to the Shares; \_\_\_\_\_
  - (c) the Shares are registered and no share certificates (*aandeelbewijzen*) \_\_\_\_\_  
have been issued for the Shares; \_\_\_\_\_
  - (d) the Seller has not been deprived of the authority to transfer shares in the —  
capital of the Company pursuant to Section 2:22a subsection 1 of the —  
Dutch Civil Code; \_\_\_\_\_
  - (e) the Shares are not subject to rights of third parties or obligations to \_\_\_\_\_  
transfer to third parties or claims based on contracts of any nature; \_\_\_\_\_
  - (f) by the transfer of the Shares 1 to the Purchaser 1, the full and \_\_\_\_\_  
unencumbered title to the Shares 1 is transferred to the Purchaser 1; and —
  - (g) by the transfer of the Shares 2 to the Purchaser 2, the full and \_\_\_\_\_  
unencumbered title to the Shares 2 is transferred to the Purchaser 2. \_\_\_\_\_

4.2 The warranties referred to above under (a) up to and including (g) will remain \_\_\_\_\_  
unimpaired, even if it were to be assumed at a later date that the relevant \_\_\_\_\_  
Purchaser failed to fulfil its obligation to examine, unless the Seller proves that the —  
relevant Purchaser was grossly in default or if the relevant Purchaser, prior to —  
concluding this agreement, was aware that the Seller had already violated one of —



- the aforementioned warranties. \_\_\_\_\_
- 4.3 The Shares 1 shall be for the risk and the account of the Purchaser 1 as per the \_\_\_\_\_ moment of execution of this deed. \_\_\_\_\_
- 4.4 The Shares 2 shall be for the risk and the account of the Purchaser 2 as per the \_\_\_\_\_ moment of execution of this deed. \_\_\_\_\_
- 4.5 The costs of this deed shall be borne by the Company. \_\_\_\_\_
- 4.6 The Seller and the Purchasers waive the right to rescind the agreement laid down \_\_\_\_\_ in this deed or to demand rescission thereof. \_\_\_\_\_
- 4.7 In so far as not implemented through this deed, that which has been agreed in \_\_\_\_\_ writing by the parties with regard to the purchase of the Shares and otherwise, will \_\_\_\_\_ remain in force. \_\_\_\_\_

**Article 5. No share transfer restrictions.** \_\_\_\_\_

Pursuant to article 14 of the articles of association of the Company a share in the capital of \_\_\_\_\_ the Company can be transferred to third parties freely. \_\_\_\_\_

**Article 6. Civil law notary acting as party advisor** \_\_\_\_\_

- 6.1 The parties to this deed hereby declare that they are aware that M.G. Vrielink, civil \_\_\_\_\_ law notary officiating in Utrecht, the Netherlands (or her substitute), who has been \_\_\_\_\_ involved in preparing and executing this deed, is a partner of Van Benthem & \_\_\_\_\_ Keulen B.V. and that the Seller and the Purchaser 2 have been advised by Van \_\_\_\_\_ Benthem & Keulen B.V. with respect to this deed. \_\_\_\_\_
- 6.2 In view of the provisions set out in the Code of Conduct (*Verordening Beroeps- en \_\_\_\_\_ Gedragsregels*), established by the general meeting of the Royal Notarial \_\_\_\_\_ Association (*Koninklijke Notariële Beroepsorganisatie*), the parties to this deed \_\_\_\_\_ hereby declare: \_\_\_\_\_
- (a) to be aware that in relation to subject transaction Van Benthem & Keulen \_\_\_\_\_ B.V., including the aforementioned civil law notary, has acted as legal \_\_\_\_\_ advisor of the Seller and the Purchaser 2; \_\_\_\_\_
- (b) to explicitly consent to the fact that the Seller and the Purchaser 2 will be \_\_\_\_\_ assisted by Van Benthem & Keulen B.V. in all cases connected with this \_\_\_\_\_ deed and all potential conflicts arising therefrom. \_\_\_\_\_

**Final statement** \_\_\_\_\_

The person appearing, acting on behalf of the Company, hereby declares that the \_\_\_\_\_ Company acknowledges subject transfer of the Shares and shall register the same in its \_\_\_\_\_ shareholders' register. \_\_\_\_\_

**Annexes** \_\_\_\_\_

The following documents shall be attached to this deed: \_\_\_\_\_

- four (4) written copies of the powers of attorney. \_\_\_\_\_

**End** \_\_\_\_\_

The person appearing is known to me, civil law notary. \_\_\_\_\_

This deed was executed in Utrecht, the Netherlands, on the date stated in the first \_\_\_\_\_ paragraph of this deed. The contents of the deed have been stated and clarified to the \_\_\_\_\_ person appearing. The person appearing has declared not to wish the deed to be fully read \_\_\_\_\_ out, to have noted the contents of the deed timely before its execution and to agree with \_\_\_\_\_ the contents. After limited reading, this deed was signed first by the person appearing and \_\_\_\_\_



thereafter by me, civil law notary. \_\_\_\_\_  
(followed by signing)

ISSUED FOR TRUE COPY

on 20 February 2020 at

8.56 h.



A handwritten signature in blue ink, consisting of a large, stylized initial 'M' followed by a series of loops and a long horizontal stroke extending to the right.