EAT WELL INVESTMENT GROUP INC.

NOTICE OF MEETING

AND

INFORMATION CIRCULAR

FOR THE

ANNUAL GENERAL MEETING OF SHAREHOLDERS

TO BE HELD ON FRIDAY, OCTOBER 9, 2026 at 10:00 A.M. (PACIFIC TIME)

AT

SUITE 1500, 1055 WEST GEORGIA STREET
VANCOUVER, BRITISH COLUMBIA, CANADA

EAT WELL INVESTMENT GROUP INC.
1305 – 1090 West Georgia Street
Vancouver, BC V6E 3V7

NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual general meeting (the "**Meeting**") of the shareholders (the "**Shareholders**") of Eat Well Investment Group Inc. (hereinafter called the "**Company**") will be held at the offices of McMillan LLP, Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia on Friday, October 9, 2026 at 10:00 a.m. (Pacific time).

The Meeting is to be held for the following purposes:

1. to table the audited financial statements of the Company for the financial years ended December 31, 2025, 2024 and 2023, together with the report of the auditors thereon, and the related management discussion and analysis;

2. to elect directors of the Company for the ensuing year;

3. to appoint CM3 Advisory, Certified Public Accountants, as the auditors of the Company for the ensuing year, at a remuneration to be fixed by the board of directors; and

4. to ratify, confirm and approve the Company's new omnibus incentive plan adopted by the board of directors on August 12, 2026 (the "**Omnibus Incentive Plan**"), as particularly described in the accompanying information circular.

An information circular (the "**Information Circular**") accompanies this Notice. The Information Circular contains details of matters to be considered at the Meeting. No other matters are contemplated, however any permitted amendment to or variation of any matter identified in this Notice may properly be considered at the Meeting. The Meeting may also consider the transaction of such other business as may properly come before the Meeting or any adjournment thereof.

The Company is using the notice and access provisions ("**Notice and Access**") under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 – *Continuous Disclosure Obligations* for the delivery of the Information Circular to the Shareholders for the Meeting. Under Notice and Access, instead of receiving paper copies of the Information Circular, Shareholders will be receiving a Notice and Access notification with information on how they may obtain a copy of the Information Circular electronically or request a paper copy. Registered shareholders will still receive a proxy form (the "**Proxy**") enabling them to vote at the Meeting. The Company will arrange to mail paper copies of the Information Circular to those registered and beneficial shareholders who have existing instructions on their account to receive paper copies of the Company's meeting materials.

The Information Circular and other meeting materials may be found on the Company's SEDAR+ profile at www.sedarplus.ca and also on the Company's website at https://eatwellgroup.com/agm, and will remain on the website for one full year thereafter. Shareholders may also obtain paper copies of meeting materials upon request, without charge by calling the Company toll-free at 1-833-553-5556.

The record date for the determination of Shareholders entitled to receive notice of and to vote at the Meeting is August 21, 2026 (the "**Record Date**"). Shareholders of the Company whose names have been entered in the register of Shareholders at the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting. Shareholders who are unable or do not wish to attend the Meeting in person are requested to date and sign the enclosed Proxy promptly and return it in the self-addressed envelope enclosed for that purpose or by any of the other methods indicated in the Proxy. Such proxy will not be valid unless a completed, dated and signed form of proxy is received by Computershare Trust Company of Canada, 320 Bay Street, 14th Floor, Toronto, ON, M5H 4A6, no less than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting or any adjournment thereof, or, at the discretion of the Chair, is delivered to the Chair of the Meeting prior to commencement of the Meeting or any adjournment thereof. Unregistered Shareholders who received the Proxy through an intermediary must deliver the Proxy in accordance with the instructions given by the intermediary. If a registered shareholder receives more than one Proxy because such shareholder owns shares registered in different names or addresses, each Proxy should be completed and returned.

The instrument appointing a proxy shall be in writing and shall be executed by the Shareholder or the Shareholder's attorney authorized in writing or, if the Shareholder is a corporation, under its corporate seal by an officer or attorney thereof duly authorized.

DATED at Vancouver, British Columbia, as of this 27th day of August, 2026.

BY ORDER OF THE BOARD

"Daniel Brody"

Daniel Brody
Chief Executive Officer

EAT WELL INVESTMENT GROUP INC.
1305 – 1090 West Georgia Street
Vancouver, BC V6E 3V7

INFORMATION CIRCULAR

(as at August 21, 2026, except as otherwise noted)

This management information circular ("Information Circular" or "Circular") is furnished in connection with the solicitation of proxies by the management of Eat Well Investment Group Inc. (the "Company") for use at the annual general meeting (the "Meeting") of the Company's shareholders (the "Shareholders") to be held on October 9, 2026 at the time and place and for the purposes set forth in the accompanying notice of Meeting.

In this Circular, references to "**the Company**", "**we**" and "**our**" refer to Eat Well Investment Group Inc. "**Common Shares**" means common shares in the capital of the Company. "**Beneficial Shareholders**" means Shareholders who do not hold Common Shares in their own name and "**intermediaries**" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders. "**Registered Shareholder**" means the person whose name appears on the central securities register maintained by or on behalf of the Company and who holds Common Shares in his or her own name.

GENERAL PROXY INFORMATION

Solicitation of Proxies

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. The Company will bear all costs of this solicitation. The Company does not intend to pay for Intermediaries to send the Meeting Materials to objecting beneficial owners of Common Shares of the Company. Accordingly, objecting beneficial owners will not receive the Meeting Materials unless their Intermediaries assume the cost of delivery.

Appointment of Proxyholders

The individuals named in the accompanying form of proxy (the "**Proxy**") are officers and/or directors of the Company. If you are a Shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than either of the persons designated in the Proxy, who need not be a Shareholder, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another suitable form of proxy.

Notice-and-Access

The Company has chosen to deliver this Information Circular and related materials in relation to the Meeting, including the notice and access notification to Shareholders (the "**Notification**"), the notice of Meeting of Shareholders and the Information Circular and Proxy (the "**Meeting Materials**") directly to its registered Shareholders and those Beneficial Shareholders that have consented to allow their addresses to be provided to the Company ("**NOBOs**") in accordance with National Instrument 51-102 – *Continuous Disclosure Obligations* ("**NI 51-102**"), for delivery to Registered Shareholders, and National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), for delivery to Beneficial Shareholders (together, the "**Notice-and-Access Provisions**").

Notice-and-Access Provisions allow the Company to deliver Meeting Materials to Shareholders by posting them on a non-SEDAR+ website (usually the reporting issuer's website or the website of their transfer agent), provided that the conditions of NI 51-102 and NI 54-101 are met, rather than by printing and mailing all of the Meeting Materials, in particular the Information Circular.

Notice-and-Access Provisions can be used to send Meeting Materials for annual meetings of the Shareholders. The Shareholders may still choose to receive a paper copy of the Information Circular, and are entitled to request a paper copy of the Information Circular be mailed to them at the Company's expense.

Use of Notice-and-Access Provisions reduces paper waste and the Company's printing and mailing costs. Under Notice-and-Access Provisions the Company must mail a Notification and Proxy or voting instruction form, as applicable (together, the "**Notice Package**"), to each Shareholder, including registered and Beneficial Shareholders, indicating that the Meeting Materials have been posted online and explaining how a Shareholder can access them; and how they may obtain a paper copy of the Information Circular, from the Company. The Information Circular has been posted in full, together with the Notification, the Notice of Annual General Meeting and the Proxy, on the Company's website at https://eatwellgroup.com/agm and under the Company's SEDAR+ profile at https://www.sedarplus.ca.

How to Obtain a Paper Copy of the Circular

Any Shareholder may request a paper copy of the Information Circular be mailed to them, at no cost, by calling the Company toll-free at 1-833-553-5556.

Requests for paper copies of the Meeting Materials should be made no later than Tuesday, September 29, 2026 in order for Shareholders to receive paper copies of the Meeting Materials and return their completed proxies or voting instruction forms, as applicable, by the deadline for submission of 10:00 a.m. (Pacific Time) on Wednesday, October 7, 2026.

Under Notice-and-Access Provisions, Meeting Materials must be available for viewing for up to one year from the date of posting and a paper copy of the Information Circular can be requested at any time during this period. Pursuant to Notice-and-Access Provisions, the Company has set the record date for the Meeting to be at least 40 days prior to the Meeting in order to ensure there is sufficient time for the Meeting Materials to be posted on the applicable website and for them to be delivered to Shareholders. Pursuant to the Notice-and-Access Provisions, the Notification (i) provides basic information about the Meeting and the matters to be voted on; (ii) explains how a Shareholder can obtain a paper copy of the Information Circular and any related financial statements and management discussion and analysis; and (iii) explains the Notice-and-Access Provisions process. The Notice Package, which is being mailed to Shareholders by the Company, in each case includes the applicable voting document: the Proxy for Registered Shareholders; or a VIF in the case of Non-Registered (Beneficial) Shareholders.

Also, pursuant to Notice-and-Access Provisions, since the Company has previously utilized Notice-and-Access Provisions for delivery of its annual Meeting Materials, the Company ensured there are a minimum of three days between the date the Company SEDAR+ files a Notice of Meeting and Record Date and the stipulated record date of the Meeting.

The Company will not use a procedure known as "stratification" in relation to its use of Notice-and-Access Provisions. Stratification occurs when a reporting issuer using Notice-and-Access Provisions also provides a paper copy of its management Information Circular to some of its shareholders with the notice package. All Shareholders will receive only the notice package, which must be mailed to them pursuant to Notice-and-Access Provisions, and which will not include a paper copy of the Information Circular. All Meeting Materials, which have the information a Shareholder requires to vote in respect of all resolutions to be voted on at the Meeting, will be posted online. Shareholders will not receive a paper copy of the Information Circular from the Company, or from any intermediary, unless a Shareholder specifically requests one.

Voting by Proxyholder

The persons named in the Proxy will vote or withhold from voting the Common Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your Common Shares will be voted accordingly. The Proxy confers discretionary authority on the persons named therein with respect to:

(a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of an auditor and the election of directors,

(b) any amendment to or variation of any matter identified therein, and

(c) any other matter that properly comes before the Meeting.

In respect of a matter for which a choice is not specified in the Proxy, the persons named in the Proxy will vote the Common Shares represented by the Proxy for the approval of such matter.

Revocation of Proxies

In addition to revocation in any other manner permitted by law, a registered shareholder who has given a proxy may revoke it by:

(a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the registered shareholder or the Registered Shareholder's authorized attorney in writing, or, if the shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the proxy bearing a later date to Computershare, at any time up to and including the last business day that precedes the day of the Meeting or, if the Meeting is adjourned, the last business day that precedes any reconvening thereof, or to the Chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or

(b) personally attending the Meeting and voting the registered shareholder's Common Shares.

A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

Registered Shareholders

Registered Shareholders may wish to vote by proxy whether or not they are able to attend the Meeting in person. Registered shareholders may choose one of the following options to submit their proxy:

(a) completing, dating and signing the enclosed form of proxy and returning it to the Company's transfer agent, Computershare Trust Company of Canada ("Computershare"), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail to the 14th Floor, 320 Bay Street, Toronto, Ontario, M5H 4A6;

(b) use a touch-tone phone to transmit voting choices to a toll-free number. Registered shareholders must follow the instructions of the voice response system and refer to the enclosed proxy form for the toll-free number, the holder's account number and the control number; or

(c) use the internet through the website of the Company's transfer agent at www.investorvote.com. Registered Shareholders must follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the control number.

In all cases the Registered Shareholder must ensure the proxy is received at least 48 hours (excluding Saturdays, Sundays and statutory holidays) before the Meeting, or the adjournment thereof, at which the proxy is to be used.

Beneficial Shareholders

The following information is of significant importance to shareholders who do not hold Common Shares in their own name. Beneficial Shareholders should note that the only proxies that can be recognized and acted upon at the Meeting are those deposited by registered shareholders (those whose names appear on the records of the Company as the registered holders of Common Shares) or as set out in the following disclosure.

These securityholder materials are being sent to both registered and non-registered owners of the Common Shares of the Company. If you are a non-registered owner, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf. By choosing to send these materials to you directly, the Company (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your voting instructions as specified in your request for voting instructions.

If Common Shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those Common Shares will not be registered in the shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the names of the shareholder's broker or an agent of that broker, the Intermediary. In Canada the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms), and in the United States (the "**U.S.**"), under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depositary for many U.S. brokerage firms and custodian banks).

There are two kinds of Beneficial owners - those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for Objecting Beneficial Owners) and those who do not object to the issuers of the securities they own knowing who they are (called "**NOBOs**" for Non-Objecting Beneficial Owners).

Pursuant to the provisions of National Instrument 54-101 *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), the Company is sending proxy-related materials directly to its NOBOs. As a result NOBOs can expect to receive a scannable Voting Instruction Form ("**VIF**") from our transfer agent, Computershare. These VIFs are to be completed and returned to Computershare by email or by facsimile. Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the shares represented by the VIFs they receive.

The Company does not intend to pay for intermediaries to forward the proxy-related materials to OBOs, under NI 54-101 and Form 54-101F7 *Request for Voting Instructions Made by Intermediary*, and, in the case of an OBO, the OBO will not receive the materials unless the OBO's intermediary assumes the cost of delivery.

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of shareholder meetings. Every intermediary that mails proxy-related materials to Beneficial Shareholders has its own mailing procedures and provides its own return instructions to clients. Beneficial Shareholders should follow the instructions of their intermediary carefully to ensure that their common shares are voted at the Meeting.

The form of proxy supplied to you by your broker will be similar to the proxy provided to registered shareholders by the Company. However, its purpose is limited to instructing the intermediary on how to vote your Common Shares on your behalf. Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in the United States and in Canada. Broadridge mails a VIF in lieu of a proxy provided by the Company. The VIF will name the same persons as the Company's Proxy to represent your Common Shares at the Meeting. You have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than any of the persons designated in the VIF, to represent your Common Shares at the Meeting and that person may be you. To exercise this right, you should insert the name of the desired representative (which may be yourself) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting and the appointment of any shareholder's representative. **If you receive a VIF from Broadridge, the VIF must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have your Common Shares voted at the Meeting or to have an alternate representative duly appointed to attend the Meeting and to vote your Common Shares at the Meeting.**

Although as a Beneficial Shareholder you may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of your broker, you, or a person designated by you, may attend at the Meeting as proxyholder for your broker and vote your Common Shares in that capacity. **If you wish to attend at the Meeting and indirectly vote your Common Shares as proxyholder for your broker, or have a person designated by you**

do so, you should enter your own name, or the name of the person you wish to designate, in the blank space on the VIF provided to you and return the same to your broker in accordance with the instructions provided by such broker, well in advance of the Meeting.

Alternatively, you can request in writing that your broker send you a legal Proxy which would enable you, or a person designated by you, to attend at the Meeting and vote your Common Shares.

Notice to Shareholders in the United States

The solicitation of proxies involves securities of a Canadian public company and is being effected in accordance with the *Business Corporations Act* (British Columbia) (the "**BCBCA**") and the securities laws of certain provinces of Canada. The proxy solicitation rules under the United States *Securities Exchange Act of 1934*, as amended (the "**Exchange Act**"), are not applicable to the Company or this solicitation. Shareholders should be aware that disclosure requirements of applicable Canadian securities laws differ from the disclosure requirements prescribed under the Exchange Act.

The enforcement by Shareholders of civil liabilities under United States federal securities laws may be affected adversely by the fact that the Company is incorporated under the BCBCA, certain of its directors and its executive officers are residents of Canada, and a substantial portion of its assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue the Company or its officers or directors in a foreign court for violations of United States federal securities laws. In addition, it may be difficult to compel the Company and its officers and directors to subject themselves to a judgment by a United States court.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

No person has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting other than the election of directors or the appointment of the auditor. For the purpose of this paragraph, "person" shall include each of the following persons or companies: (a) if the solicitation is made by or on behalf of management of the Company, each person who has been a director, senior officer or insider of the Company at any time since the beginning of the Company's last fiscal year; (b) if the solicitation is made other than by or on behalf of management of the Company, each person or company by whom, or on whose behalf, directly or indirectly, the solicitation is made; (c) each proposed nominee for election as a director of the Company; and (d) each associate or affiliate of any of the persons or companies included in subparagraphs (a) to (c).

RECORD DATE AND QUORUM

The board of directors of the Company (the "**Board**") has fixed the record date for the Meeting as the close of business on August 21, 2026 (the "**Record Date**"). Only Shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver the Proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Common Shares voted at the Meeting.

Under the Articles of the Company, subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of Shareholders is at least one person who is, or who represents by proxy, one or more Shareholders who, in the aggregate, hold at least 5% of the Common Shares entitled to be voted at the meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

On the Record Date there were 178,661,148 Common Shares issued and outstanding, with each Common Share carrying the right to one vote. Only Shareholders of record at the close of business on the Record Date will be entitled to vote by Proxy at the Meeting or any adjournment or postponement thereof.

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Common Shares carrying more than 10% of the voting rights attached to the outstanding Common Shares as of the Record Date.

PRESENTATION OF FINANCIAL STATEMENTS

The audited financial statements of the Company for the financial years ended December 31, 2025, 2024 and 2023, together with the notes thereto and the report of the auditors thereon (the "**Financial Statements**") will be presented to Shareholders at the Meeting. In accordance with applicable laws, the Financial Statements have been filed on www.sedarplus.ca and have been delivered to Shareholders who have requested copies of the Company's annual financial statements. Receipt at the Meeting of the auditors' report and the Company's Financial Statements will not constitute approval or disapproval of any matters referred to therein, and no action is required to be taken by Shareholders thereon. If any Shareholder has questions regarding such financial statements, such questions may be brought forward at the Meeting. The Financial Statements are available for review under the Company's profile on SEDAR+ at www.sedarplus.ca.

ELECTION OF DIRECTORS

The size of the Board was set by resolution of the directors at four directors. Accordingly, four directors will be elected at the Meeting. The Company nominates the persons listed below for election as directors. Each director will hold office until the next annual general meeting of the Company or until his or her successor is elected or appointed, unless his or her office is earlier vacated. Management does not contemplate that any of the nominees will be unable to serve as a director.

The Company has not received notice of a nomination in compliance with its advance notice provisions and, as such, any nominations other than nominations by or at the direction of the Board or an authorized officer of the Company will be disregarded at the Meeting.

The following table sets out the names of the director nominees; their positions and offices in the Company; their principal occupations; the period of time that they have been directors of the Company; and the number of Common Shares that each beneficially owns or over which control or direction is exercised, directly or indirectly, as at the date of this Information Circular.

Name, Place of Residence and Position(s) with the Company	Principal Occupation, Business or Employment for Last Five Years(1)	Director Since	Number of Common Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised (1)
Daniel Brody President, Chief Executive Officer ("**CEO**") and Director *Cayman Islands*	President, CEO and Director of the Company	September 29, 2020	13,452,500(3)
Patrick Dunn(2) Chief Financial Officer ("**CFO**"), Vice President, Finance and Director *California, United States*	CFO of the Company Founding partner of Dunn, Pariser & Peyrot, a business management and accounting firm	July 8, 2022	2,770,841(4)
Desmond Balakrishnan(2) Director *British Columbia, Canada*	Partner at McMillan LLP, a law firm.	October 20, 2021	296,666

Name, Place of Residence and Position(s) with the Company	Principal Occupation, Business or Employment for Last Five Years(1)	Director Since	Number of Common Shares Beneficially Owned, Directly or Indirectly, or Over Which Control or Direction is Exercised (1)
Nick Grafton(2) Director *Alberta, Canada*	Director of the Company CFO of Westgate Energy	September 29, 2020	153,834

Notes:

(1) The information as to principal occupation, business or employment and Common Shares beneficially owned or controlled is not within the knowledge of the management of the Company and has been furnished by the respective nominees.
(2) Member of the Company's audit committee.
(3) Mr. Brody also owns 3,250,000 warrants to acquire Common Shares.
(4) Mr. Dunn also jointly holds, indirectly through his co-ownership of Kaha Management LLC, 65,031,826 profits interest shares of 1325243 B.C. Unlimited Liability Company, a subsidiary of the Company, which are redeemable for a maximum of 65,031,826 Common Shares, depending on the share price of the Common Shares. As at the date hereof, no Common Shares would be issuable on the redemption of such profit interest shares.

None of the proposed nominees for election as a director of the Company are proposed for election pursuant to any arrangement or understanding between the nominee and any other person, except the directors and senior officers of the Company acting solely in such capacity.

Management does not contemplate that any of its nominees will be unable to serve as directors. If any vacancies occur in the slate of nominees listed above before the Meeting, then the designated persons intend to exercise discretionary authority to vote the Common Shares represented by proxies for the election of any other persons as directors.

Management recommends the election of each of the nominees listed above as a director of the Company. A Shareholder can vote for all of the above nominees, vote for some of the above nominees and withhold for other of the above nominees, or withhold for all of the above nominees. **Management recommends the election of each of the nominees listed above as a director of the Company. Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote FOR the election of each of the director nominees listed above.**

Cease Trade Orders and Bankruptcy

To the knowledge of the Company, except as set out below, no proposed director of the Company:

(a) is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

    (i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer, or

    (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer,

(b) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;

(c) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director or executive officer;

(d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(e) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

For the purposes of subsection (a) above, "order" means:

(a) a cease trade order;

(b) an order similar to a cease trade order; or

(c) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for more than 30 consecutive days.

The British Columbia Securities Commission ("**BCSC**"), as principal regulator, issued a management cease trade order (the "**MCTO**") against the Company on March 31, 2022 in connection with the late filing of the Company's annual financial statements, management's discussion and analysis and officer's certifications for the year ended November 30, 2021. The MCTO was revoked on June 17, 2022. Each of the proposed directors, other than Patrick Dunn, was a director of the Company at the time of issuance of such MCTO.

The BCSC, as principal regulator, issued a general failure-to-file cease trade order pursuant to National Policy 11-207 – *Failure to File Cease Trade Orders and Revocations in Multiple Jurisdictions* on July 7, 2023 (the "**CTO**"). The CTO was issued as a result of the Company's failure to file its audited annual financial statements, management's discussion and analysis and related officer certifications for the fiscal year ended December 31, 2022, and the Company's failure to file its interim financial statements, management's discussion and analysis and related officer certifications for the three-month period ended March 31, 2023, before the prescribed deadlines under applicable securities laws. The CTO replaced the MCTO issued by the BCSC on May 2, 2023, and extended until June 30, 2023, in respect of the Chief Executive Officer and the Chief Financial Officer of the Company, which prohibited those officers from trading in the Company's securities. The CTO prohibited the trading by any person of any securities of the Company in each jurisdiction in Canada in which the Company is a reporting issuer, including trades in the Company's Common Shares made through the Canadian Securities Exchange, for as long as the CTO remained in effect. Each of the proposed directors was a director of the Company at the time of issuance of the CTO.

On July 15, 2026, the BCSC and the Ontario Securities Commission issued a full revocation of the CTO. Trading of the Company's Common Shares on the Canadian Securities Exchange (the "**CSE**") recommenced on July 29, 2026.

Desmond M. Balakrishnan

Desmond Balakrishnan, a director of the Company, was a director of Aroway Energy Inc., a TSX Venture Exchange listed company at the time a Cease Trade Order was issued by the British Columbia Securities Commission on January 4, 2016 for not having filed its annual financial statements for the year ended June 30, 2015 and its interim financial report for the financial period ended September 30, 2015 and its management's discussion and analysis for the periods ended June 30, 2015 and September 30, 2015. The Cease Trade Order remains in effect.

Mr. Balakrishnan was a director of Hempfusion Wellness Inc., a Toronto Stock Exchange listed Company at the time a cease trade order was issued by the BCSC on July 7, 2022 for not having filed its annual financial statements for the year ended December 31, 2021, its interim financial report for the period ended March 31, 2022, its management's discussion and analysis for the periods ended December 31, 2021 and March 31, 2022, its annual information form for the year ended December 31, 2021 and its certification of annual and interim filings for the periods ended December 31, 2021 and March 31, 2022. The cease trade order remains in effect. Mr. Balakrishnan resigned as a director of Hempfusion Wellness Inc. on July 5, 2023.

Mr. Balakrishnan was a director of Isracann Biosciences Inc., a Canadian Securities Exchange listed company when the BCSC issued a cease trade order against the Company on April 5, 2023 for not having filed its interim financial report for the period ended November 30, 2022, its interim management's discussion and analysis for the period ended November 30, 2022 and its certification of interim filings for the period ended November 30, 2022. The cease trade order remains in effect. Mr. Balakrishnan resigned as a director of Isracann Biosciences Inc. on January 22, 2024.

Mr. Balakrishnan was a director of Cognetivity Neurosciences Ltd. ("**Cognetivity**"), a Canadian Securities Exchange listed company. The BCSC issued an MCTO against Cognetivity on June 1, 2022 in connection with the late filing of Cognetivity's annual financial statements, management's discussion and analysis and officer's certifications for the year ended January 31, 2022. The MCTO was revoked on June 6, 2022.

The BCSC issued an MCTO against Cognetivity on June 1, 2023 in connection with the late filing of Cognetivity's annual financial statements, management's discussion and analysis and officer's certifications for the year ended January 31, 2023. The MCTO was revoked on June 12, 2023.

The BCSC issued a CTO against Cognetivity on June 5, 2024 in connection with the late filing of Cognetivity's annual financial statements, management's discussion and analysis and officer's certifications for the year ended January 31, 2024. The CTO remains in effect. Mr. Balakrishnan resigned as a director of Cognetivity on October 2, 2025.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT EACH SHAREHOLDER VOTE "FOR" THE ELECTION OF THE ABOVE NOMINEES AS DIRECTORS.

APPOINTMENT OF AUDITOR

CM3 Advisory, Certified Public Accountants, of Suite 1920 – 750 B Street, San Diego, California 92101, was appointed as the Company's auditor on March 10, 2023. CM3 Advisory will be nominated at the Meeting for appointment as auditor of the Company to hold office until the next annual general meeting of Shareholders, at a remuneration to be fixed by the Board.

At the Meeting, Shareholders shall be called upon to appoint CM3 Advisory, as auditors of the Company, to hold office for the ensuing year, at a remuneration to be fixed by the Board.

The Board unanimously recommends that the Shareholders vote <u>FOR</u> the appointment of CM3 Advisory, as auditors of the Company, to hold office until the next annual general meeting of Shareholders, and to authorize the Board to fix their remuneration. Unless otherwise directed, the persons named in the enclosed form of Proxy intend to vote <u>FOR</u> the resolution approving the appointment of auditor and authorizing the Board to fix the auditor's remuneration.

AUDIT COMMITTEE DISCLOSURE

Audit Committee Charter

The primary responsibility of the Audit Committee is that of oversight of the financial reporting process on behalf of the Board. This includes oversight responsibility for financial reporting and continuous disclosure, oversight of external audit activities, oversight of financial risk and financial management control, and oversight responsibility for compliance with tax and securities laws and regulations as well as whistle blowing procedures. The Audit Committee Charter, adopted by the Board on July 22, 2026, is attached as Schedule "A" to this Information Circular.

Composition of Audit Committee

The Audit Committee shall consist of a minimum of three directors of the Company, including the Chair of the Audit Committee. All Audit Committee members shall, to the satisfaction of the Board, be "financially literate" as such term is defined in National Instrument 52-110 *Audit Committees* ("**NI 52-110**").

The current members of the Company's Audit Committee, whose composition has remained unchanged for the financial years ended December 31, 2023, 2024 and 2025, are Nick Grafton (Chair), Patrick Dunn, and Desmond Balakrishnan. Mr. Grafton and Mr. Balakrishnan are independent within the meaning of NI 52-110.

In accordance with section 6.1.1(3) NI 52-110 relating to the composition of the audit committee for venture issuers, a majority of the members of the Audit Committee are not executive officers, employees or control persons of the Company.

All Audit Committee members are considered to be "financially literate" within the meaning of NI 52-110. An Audit Committee member is financially literate if the member has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and level of complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

Relevant Education and Experience

The education and experience of each member of the Audit Committee that is relevant to the performance of his responsibilities as a member of the Audit Committee member is described below:

Nick Grafton

Mr. Grafton, a director of the Company, has over 20 years of investment, finance and public-markets experience. He previously served as a Portfolio Manager at a Canadian-based hedge fund, managing both cannabis and energy portfolios of publicly-listed equities. Prior to asset management, Mr. Grafton worked as an Investment Banker at Canaccord Genuity Corp., where he helped finance and advise small- to mid-cap companies. He is a CFA charterholder and holds a degree from Michigan State University with a major in finance.

Through his buy-side portfolio management experience, which required ongoing analysis of issuers' IFRS financial statements and continuous disclosure, together with his sell-side investment banking experience advising small- and mid-cap issuers on financings and regulatory compliance, Mr. Grafton has developed: (a) an understanding of the accounting principles (IFRS) used by the Company to prepare its financial statements; (b) the ability to assess the general application of such accounting principles in connection with estimates, accruals and provisions; (c) experience analyzing and evaluating financial statements of comparable breadth and complexity to those of the Company; and (d) an understanding of internal controls and procedures for financial reporting.

Patrick Dunn

Mr. Dunn, CPA, is the Chief Financial Officer and a director of the Company. He is also a founding partner of Dunn, Pariser & Peyrot, one of the leading business management firms in Los Angeles, with a track record of building successful agribusinesses throughout North America and other international jurisdictions. Mr. Dunn and his firm have received multiple industry awards for accounting, finance and business management.

In his capacity as Chief Financial Officer, Mr. Dunn oversees the preparation of the Company's IFRS financial statements, manages the external audit process with the Company's auditor (CM3 Advisory), and is responsible for the design and maintenance of the Company's internal controls over financial reporting. These responsibilities, together with his decades of practice as a certified public accountant and business management partner, have provided Mr. Dunn with a comprehensive knowledge of the accounting standards (IFRS) applied by the Company in the preparation of its financial statements. Mr. Dunn has the competence to evaluate how such standards are applied in the context of estimates, accruals and provisions. He has extensive experience in the preparation, analysis and evaluation of financial statements of comparable or greater breadth and complexity to those of the Company, as well as in the direct supervision of individuals performing such activities. Mr. Dunn also possesses a working knowledge of the internal controls and procedures necessary to ensure the integrity of financial reporting.

Desmond Balakrishnan

Mr. Balakrishnan, a director of the Company, is a lawyer practicing in the areas of Corporate Finance and Securities, Mergers and Acquisitions, Private Equity, Natural Resources, and Gaming and Entertainment for McMillan LLP, where he has been a partner since 2004. He acts as counsel to companies with respect to debt and equity financings, strategic acquisitions, corporate governance, regulatory compliance, public listings on the Canadian Securities Exchange, the TSX Venture Exchange, the Toronto Stock Exchange, Nasdaq and the New York Stock Exchange. Mr. Balakrishnan has been lead counsel on over $5 billion in financing transactions and in mergers and acquisitions aggregating more than $10 billion. He also serves as a director and/or officer of several resource, finance and investment issuers. Mr. Balakrishnan graduated from Simon Fraser University with a Bachelor of Arts degree in 1994 and from the University of Alberta in 1997 with an LL.B. (with distinction). Mr. Balakrishnan was called to the bar in British Columbia in 1998 and is a member of the Vancouver Bar Association, the Canadian Bar Association and the International Masters of Gaming Law.

Each member of the Audit Committee has adequate education and experience that is relevant to their performance as an Audit Committee member and, in particular, the requisite education and experience that have provided the member with:

(a) an understanding of the accounting principles used by the issuer to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;

(b) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the issuer's financial statements, or experience actively supervising individuals engaged in such activities; and

(c) an understanding of internal controls and procedures for financial reporting.

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, there has not been a recommendation of the Audit Committee to nominate or compensate an external auditor which was not adopted by the Board.

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on:

(a) the exemption in section 2.4 (*De Minimis Non-Audit Services*) of NI 52-110;

(b) the exemption in section 3.2 (*Initial Public Offerings*) of NI 52-110;

(c) the exemption in section 3.4 (*Events Outside the Control of the Member*) of NI 52-110;

(d) the exemption in section 3.5 (*Death, Disability or Resignation of Audit Committee Member*) of NI 52-110; or

(e) an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Pre-Approval of Audit Services and Permitted Non-Audit Services

The Audit Committee is required to pre-approve all audit and non-audit services to be performed by the external auditor, together with approval of the engagement letter for all non-audit services and estimated fees thereof. The pre-approval process for non-audit services will also involve a consideration of the potential impact of such services on the independence of the external auditor.

External Auditor Service Fees

The aggregate fees billed by the Company's external auditors for the years ended December 31, 2025 and December 31, 2024 are set out below (*amounts in U.S. dollars*):

Financial Year Ended	Audit Fees(1) (US$)	Audit-Related Fees(2) ($)	Tax Fees(3) ($)	All Other Fees(4) ($)
December 31, 2025	80,000	Nil	Nil	Nil
December 31, 2024	75,000	Nil	Nil	Nil

Notes:

(1) "Audit Fees" include fees necessary to perform the annual audit and quarterly reviews of the Company's financial statements. Audit Fees include aggregate fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.

(2) "Audit-Related Fees" include fees for services that are traditionally performed by the auditor. These audit-related services include aggregate fees for employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.

(3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes aggregate fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.

(4) "All Other Fees" include all other non-audit services, in the aggregate.

Exemption

The Company is relying upon the exemption in section 6.1 of NI 52-110, which exempts the Company from the requirements of Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*) of NI 52-110.

CORPORATE GOVERNANCE

National Instrument 58-101 - *Disclosure of Corporate Governance Practices* ("NI 58-101") requires issuers to disclose their corporate governance practices and National Policy 58-201 - *Corporate Governance Guidelines* ("NP 58-201") provides guidance on corporate governance practices. This section sets out the Company's approach to corporate governance and addresses the Company's compliance with NI 58-101.

Corporate governance refers to the policies and structure of the board of directors of a company, whose members are elected by and are accountable to the company's shareholders. Corporate governance encourages establishing a reasonable degree of independence of the board of directors from executive management and the adoption of policies to ensure the board of directors recognizes the principles of good management. The Board is committed to sound corporate governance practices as such practices are both in the interests of shareholders and help to contribute to effective and efficient decision-making.

Board of Directors

The Board consists of four (4) directors: Daniel Brody, Patrick Dunn, Desmond Balakrishnan, and Nick Grafton. Desmond Balakrishnan and Nick Grafton were independent. Patrick Dunn was not independent due to his role as the CFO and Daniel Brody was not independent due to his role as the CEO.

The Board facilitates independent supervision of management through meetings of the Board and through frequent informal discussions among independent members of the Board and management. In addition, the Board has access to the Company's external auditors, legal counsel and to any of the Company's officers.

The Board has a stewardship responsibility to supervise the management of and oversee the conduct of the business of the relevant company, provide leadership and direction to management, evaluate management, set policies appropriate for the business of the Company and approve corporate strategies and goals.

The day-to-day management of the business and affairs of the Company is delegated by the Board and to the senior officers of the Company. The Board will give direction and guidance through the CEO to management and will keep management informed of its evaluation of the senior officers in achieving and complying with goals and policies established by the Board.

The Board recommends nominees to the shareholders for election as directors, and immediately following each annual general meeting appoints an Audit Committee.

The Board exercises its independent supervision over management by its policies that (i) periodic meetings of the Board be held to obtain an update on significant corporate activities and plans; and (ii) all material transactions of the Company are subject to prior approval of the Board. To facilitate open and candid discussion among its independent directors, such directors are encouraged to communicate with each other directly to discuss ongoing issues pertaining to the Company.

Directorships

The following table sets forth the current directors of the Company who are directors of other reporting issuers:

	Name of Director	**Reporting Issuer(s)**
1.	Daniel Brody	Bromac Resources Ltd.
2.	Nick Grafton	Westgate Energy Inc.
3.	Desmond Balakrishnan	Coloured Ties Capital Inc. Stamper Oil & Gas Corp. Planet Ventures Inc. Contagious Gaming Inc. Solution Financial Inc. Strategem Capital Corporation Dominus Acquisitions Corp. Savannah Minerals Corp. Northern Dynasty Minerals Ltd.

Orientation and Continuing Education

While the Company does not have formal orientation and training programs, orientation of new members of the Board is conducted by informal meetings with members of the Board, briefings by management, and the provision of copies of or access to the Company's documents.

The Company has not adopted formal policies respecting continuing education for Board members. Board members are encouraged to communicate with management, legal counsel, auditors, and consultants, to keep themselves current with industry trends and developments, and changes in legislation, with management's assistance, and to attend related industry seminars and visit the Company's operations. Board members have full access to the Company's records.

Ethical Business Conduct

The Board has not adopted a written Code of Ethical Conduct for its directors, officers and employees at this time. The Board monitors the ethical conduct of the Company and ensures that it complies with applicable legal and regulatory requirements, such as those of relevant securities commissions and stock exchanges.

The Board has found that the fiduciary duties placed on individual directors by governing corporate legislation and the common law, and the restrictions placed by the BCBCA on an individual director's participation in decisions of the Board in which the director has an interest, have helped to ensure that the Board operates in the best interests of the Company and its shareholders.

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of a company and exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances. In addition, if a director of a company also serves as a director or officer of another company engaged in similar business activities to the first company, that director must comply with the conflict of interest provisions of the BCBCA, as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director would be required to declare the nature and extent of his interest and would not be entitled to vote at meetings of directors that involve such a conflict.

Nomination of Directors

The full Board has responsibility for identifying potential Board candidates. The Board assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence, and other factors. Members of the Board and representatives of the industry are consulted for possible candidates.

Compensation

The Board conducts reviews with regard to directors' and officers' compensation at least once a year. For information regarding the steps taken to determine compensation for the directors and the executive officers, see the disclosure under the heading "*Oversight and description of director and NEO compensation*" in the Form 51-102F6V *Statement of Executive Compensation* of the Company filed on June 29, 2026, under the Company's profile at www.sedarplus.ca, which is incorporated by reference herein.

Other Board Committees

The Board has no other committees other than the Audit Committee. The Company previously established an investment committee (the "Investment Committee") to monitor its investment portfolio on an ongoing basis and to review the status of its investments. Effective July 22, 2026, the Board resolved to disband the Investment Committee as the Company continues the business of its subsidiaries.

Assessments

The Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and the Audit Committee. On an ongoing annual basis, the Board assesses the performance of the Board as a whole, each of the individual directors and the Audit Committee of the Board in order to satisfy itself that each is functioning effectively.

STATEMENT OF EXECUTIVE COMPENSATION

General

The following compensation information is provided as required under Form 51-102F6V for Venture Issuers, as such term is defined in National Instrument 51-102 – Continuous Disclosure Obligations ("NI 51-102"). Information contained in this Statement of Executive Compensation is as of December 31, 2025 unless otherwise indicated and all dollar amounts referenced herein are in Canadian Dollars, unless stated otherwise.

For the purpose of this Information Circular:

"**compensation securities**" includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the Company or one of its subsidiaries (if any) for services provided or to be provided, directly or indirectly to the Company or any of its subsidiaries (if any);

"**NEO**" or "**named executive officer**" means:

(a) each individual who served as CEO of the Company, or who performed functions similar to a CEO, during any part of the most recently completed financial year,

(b) each individual who served as CFO of the Company, or who performed functions similar to a CFO, during any part of the most recently completed financial year,

(c) the most highly compensated executive officer of the Company or any of its subsidiaries (if any) other than individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than $150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for that financial year, and

(d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries (if any), nor acting in a similar capacity, at the end of that financial year;

"**plan**" includes any plan, contract, authorization or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and

"**underlying securities**" means any securities issuable on conversion, exchange or exercise of compensation securities.

As at the end of the Company's most recently completed financial year ended December 31, 2025, the NEOs of the Company were: (i) Daniel Brody (President and CEO); (ii) Patrick Dunn (CFO); and (iii) Mark Coles (Former Chief Investment Officer "**CIO**"). The directors of the Company who were not NEOs during the financial year ended December 31, 2025 were Nick Grafton and Desmond Balakrishnan.

Director and NEO Compensation, Excluding Options and Compensation Securities

The following table is a summary of compensation (excluding compensation securities) paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company, or a subsidiary of the Company, to each NEO and director for services provided and for services to be provided, directly or indirectly, to the Company or a subsidiary of the Company, for each of the Company's two most recently completed financial years ended December 31, 2025 and December 31, 2024.

Table of Compensation, Excluding Compensation Securities*							
Name and position	**Year(1)**	**Salary, consulting fee, retainer or commission ($)(2)**	**Bonus ($)(2)**	**Committee or meeting fees ($)(2)**	**Value of perquisites ($)(2)**	**Value of all other compensation ($)(2)**	**Total compensation ($)(2)**
Daniel Brody(3) President, CEO and Director	2025 2024	Nil 230,986	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 230,986
Marc Aneed(4) Former President, CEO and Former Director	2025 2024	Nil 566,672	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 566,672
Patrick Dunn(5) Vice President Finance, CFO and Director	2025 2024	Nil 415,088	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 415,088
Mark Coles(6) Former CIO	2025 2024	Nil 330,650	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 330,650
Desmond Balakrishnan(7) Director	2025 2024	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil
Nick Grafton(8) Director	2025 2024	Nil 195,000	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil 195,000
Matthew Fish(9) Former Director	2025 2024	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil	Nil Nil

Notes:

* The compensation amounts disclosed in the table above reflect the amounts incurred by the Company with respect to each individual during the applicable financial year, as disclosed in the related party transactions note to the Company's audited consolidated financial statements for the years ended December 31, 2025, and 2024. Amounts characterized in those statements as salary and benefits, consulting or professional fees, and director fees have been presented in the "Salary, consulting fee, retainer or commission" column. All such amounts have been accrued by the Company and remain unpaid; no cash compensation has been paid to the NEOs or directors since January 1, 2023, and the unpaid amounts are included in accounts payable and accrued liabilities in the Company's financial statements.

(1) Financial years ended December 31, 2025, and 2024.

(2) All amounts shown were paid in Canadian currency, the reporting currency of the Company.

(3) Daniel Brody was appointed President, CEO of the Company on January 14, 2025. Mr. Brody was appointed a Director of the Company on September 29, 2020.

(4) Marc Aneed resigned as President, CEO and a Director of the Company on January 14, 2025. Mr. Aneed served as President and a Director of the Company from July 30, 2021 to January 14, 2025, and served as CEO of the Company from December 22, 2021 to January 14, 2025.

(5) Patrick Dunn was appointed Vice President, Finance of the Company on July 30, 2021, and was appointed as CFO and director of the Company on July 8, 2022.

(6) Mark Coles was appointed Chief Investment Officer of the Company on July 30, 2021 and resigned on June 10, 2026.

(7) Desmond Balakrishnan was appointed a Director of the Company on October 20, 2021. During the years ended December 31, 2025 and 2024, the Company incurred legal fees of $49,965 and $126,739, respectively, to McMillan LLP, a law firm of which Mr. Balakrishnan, a director, is a partner. These amounts were paid to the firm for legal services and do not constitute director compensation; they are disclosed as related party transactions in the Company's audited consolidated financial statements.

(8) Nick Grafton was appointed a Director of the Company on September 29, 2020.

(9) Matthew Fish resigned as a Director of the Company on June 5, 2025. Mr. Fish served as a Director of the Company from October 20, 2021 to June 5, 2025.

External Management Companies

Other than as disclosed herein, management functions of the Company are substantially performed by directors or senior officers (or private companies controlled by them, either directly or indirectly) of the Company and not, to any substantial degree, by any other person with whom the Company has contracted.

Stock Options and Other Compensation Securities

The following table discloses all compensation securities outstanding on the last day of or granted by the Company to the NEOs and directors of the Company during the financial year ended December 31, 2025.

Compensation Securities(1)(2)							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class**	**Date of issue or grant (M/D/Y)**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry Date (M/D/Y)**
Daniel Brody(3) President, CEO and Director	Stock options	1,800,000 options (1,800,000 underlying common shares) approx. 1.0% of class	02/26/2021	0.56	0.56	N/A (CTO)	02/26/2026
Mark Coles(4) Former CIO	Stock options	250,000 options (250,000 underlying common shares) approx. 0.1% of class	02/26/2021	0.56	0.56	N/A (CTO)	02/26/2026

Notes:

(1) The Company's common shares have been subject to a cease trade order issued by the British Columbia Securities Commission; accordingly, closing market prices of the common shares at December 31, 2025 are not available.

(2) No compensation securities were granted to NEOs or directors during the financial year ended December 31, 2025.

(3) The 1,800,000 stock options held by Mr. Brody were granted on February 26, 2021 under the Company's 10% rolling Stock Option Plan at an exercise price of $0.56 and expired unexercised on February 26, 2026.

(4) Mr. Coles' 250,000 stock options with an exercise price of $0.56 were granted on February 26, 2021 and expired unexercised on February 26, 2026.

Exercise of Compensation Securities by Directors and NEOs

No compensation securities were exercised by a Director or an NEO of the Company during the Company's financial year ended December 31, 2025.

Stock Option Plans and Other Incentive Plans

Omnibus Incentive Plan (Option-Based and Share-Based Awards)

On August 12, 2026, the Board adopted an omnibus incentive plan (the "**Omnibus Incentive Plan**" or "**Plan**"), pursuant to which the Company may grant stock options ("Options") and restricted share units ("**Restricted Share Units**" or "**RSUs**") to the Company's directors, officers, employees, and consultants. The Omnibus Incentive Plan is required to be approved at the Meeting. The Omnibus Incentive Plan will succeed and replace the Company's rolling

10% Stock Option Plan dated effective as of February 26, 2021 (the "**Old Stock Option Plan**"), and the Company's rolling 10% Restricted Share Unit Plan dated effective as of February 26, 2021 (the "Old RSU Plan") in their entirety. The Omnibus Incentive Plan will be a component of the Company's securities-based compensation program.

At the date of this Information Circular, there are no outstanding Options under the Old Stock Option Plan, and there are no outstanding RSUs under the Old RSU Plan.

The below summary of the Omnibus Incentive Plan is qualified in its entirety by reference to the full text of the Omnibus Incentive Plan, attached as Schedule "B" to this Information Circular.

Unless otherwise defined in this Information Circular, all defined terms contained in the below summary have the meaning ascribed to them in the Omnibus Incentive Plan.

The purpose of the Omnibus Incentive Plan is to promote the interests of the Company and its shareholders by aiding the Company in attracting and retaining employees, directors, officers, consultants, and advisors capable of assuring the future success of the Company, to offer such persons incentives to put forth maximum efforts for the success of the Company's business and to compensate such persons through various stock and cash-based arrangements and provide them with opportunities for stock ownership in the Company, thereby aligning the interests of such persons with the Company's shareholders.

<u>Common Shares Available</u>. Subject to adjustment as provided for herein, the aggregate number of Common Shares which may be issued under Awards granted pursuant to this Plan will not exceed 20% of the number of Common Shares which are issued and outstanding on the particular date of grant. If any Award expires or otherwise terminates for any reason without having been exercised in full, the number of Shares in respect of such expired or terminated Award shall again be available for the purposes of granting Awards pursuant to this Plan.

Material Terms of Omnibus Incentive Plan

The following is a summary of material terms of the Omnibus Incentive Plan:

(1) with respect to Options (as defined in the Omnibus Incentive Plan):

<u>Common Shares Available</u>. The maximum number of Common Shares that may be issued pursuant to Options shall not exceed 10% of the number of Common Shares which are issued and outstanding on the particular date of grant.

<u>Exercise Price</u>. The purchase price per Common Share purchasable under an Option shall be determined by a committee (the "**Committee**") designated by the Board or if no such committee is appointed, the Board itself and shall not be less than the price determined in accordance with CSE policies while the Company's Shares are listed on the CSE.

<u>Option Term</u>. The term of each Option shall be fixed by the Committee at the date of grant but shall not be longer than 10 years from the date of grant. Notwithstanding the foregoing, in the event that the expiry date of an Option held by an Award Holder falls within a trading blackout period imposed by the Company (a "**Blackout Period**"), and neither the Company nor the individual in possession of the Options is subject to a cease trade order in respect of the Company's securities, then the expiry date of such Option shall be automatically extended to the 10th business day following the end of the Blackout Period.

<u>Time and Method of Exercise</u>. The Committee shall determine the time or times at which an Option may be exercised in whole or in part and the method or methods by which, and the form or forms, including, but not limited to, cash, Common Shares (actually or by attestation), other securities, other Awards or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the applicable exercise price, in which payment of the exercise price with respect thereto may be made or deemed to have been made.

(2) with respect to Restricted Share Units (as defined in the Omnibus Incentive Plan):

Restrictions. The maximum number of Common Shares that may be issued pursuant to Restricted Stock or Restricted Stock Units shall not exceed 10% of the number of Common Shares which are issued and outstanding on the particular date of grant. Common Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may impose (including, without limitation, any limitation on the right to vote a Common Share of Restricted Stock or the right to receive any dividend or other right or property with respect thereto), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise as the Committee may deem appropriate.

Issuance and Delivery of Common Shares. Any Restricted Stock granted under the Plan shall be issued at the time such Awards are granted and may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of a stock certificate or certificates, which certificate or certificates shall be held by the Company or held in nominee name by the stock transfer agent or brokerage service selected by the Company to provide such services for the Plan. Such certificate or certificates shall be registered in the name of the Participant and shall bear an appropriate legend referring to the restrictions applicable to such Restricted Stock. Common Shares representing Restricted Stock that are no longer subject to restrictions shall be delivered (including by updating the book-entry registration) to the Participant promptly after the applicable restrictions lapse or are waived. In the case of Restricted Stock Units, no Common Shares shall be issued at the time such Awards are granted. Upon the lapse or waiver of restrictions and the restricted period relating to Restricted Stock Units evidencing the right to receive Common Shares, such Common Shares or other consideration shall be issued as may be determined by the Committee or required by applicable law.

Additional Award Limitations. If, and so long as, the Company is listed on the CSE, the aggregate number of Common Shares issued or issuable to persons providing “investor relations activities” (as defined in CSE policies) as compensation within a 12 month period, shall not exceed 2% of the total number of Common Shares then outstanding, or such other percentage as permitted by the policies of the CSE.

Amendment and Termination; Corrections

Amendments to the Plan and Awards. The Board may from time to time amend, suspend or terminate this Plan, and the Committee may amend the terms of any previously granted Award, *provided that* no amendment to the terms of any previously granted Award may (except as expressly provided in the Plan) materially and adversely alter or impair the terms or conditions of the Award previously granted to a Participant under this Plan without the written consent of the Participant or holder thereof. Any amendment to this Plan, or to the terms of any Award previously granted, is subject to compliance with all applicable laws, rules, regulations and policies of any applicable governmental entity or securities exchange, including receipt of any required approval from the governmental entity or stock exchange, and any such amendment, alteration, suspension, discontinuation or termination of an Award will be in compliance with CSE policies. For greater certainty and without limiting the foregoing, the Board may amend, suspend, terminate or discontinue the Plan, and the Committee may amend or alter any previously granted Award, as applicable, without obtaining the approval of shareholders of the Company in order to:

(a) amend the eligibility for, and limitations or conditions imposed upon, participation in the Plan;

(b) amend any terms relating to the granting or exercise of Awards, including but not limited to terms relating to the amount and payment of the exercise price, or the vesting, expiry, assignment or adjustment of Awards, or otherwise waive any conditions of or rights of the Company under any outstanding Award, prospectively or retroactively;

(c) make changes that are necessary or desirable to comply with applicable laws, rules, regulations and policies of any applicable governmental entity or stock exchange, and no action taken to comply shall be deemed to impair or otherwise adversely alter or impair the rights of any holder of an Award or beneficiary thereof; or

(d) amend any terms relating to the administration of the Plan, including the terms of any administrative guidelines or other rules related to the Plan.

Notwithstanding the foregoing and for greater certainty, prior approval of the shareholders of the Company shall be required for any amendment to the Plan or an Award that would:

(a) require shareholder approval under the rules or regulations of securities exchange that is applicable to the Company;

(b) permit repricing of Options, which is currently prohibited under Section 6(e) of the Plan;

(c) permit Options to be transferable other than as provided in Section 6(c) of the Plan;

(d) amend Section 7(a) of the Plan; or

(e) increase the maximum term permitted for Options as specified in Section 6(a)(iii) of the Plan or extend the terms of any Options beyond their original expiry date.

Corporate Transactions. In the event of any reorganization, amalgamation, merger, consolidation, split-up, spin-off, combination, plan of arrangement, take-over bid or tender offer, repurchase or exchange of Common Shares or other securities of the Company or any other similar corporate transaction or event involving the Company (or the Company shall enter into a written agreement to undergo such a transaction or event), the Committee or the Board may, in its sole discretion, provide for any of the following to be effective upon the consummation of the event (or effective immediately prior to the consummation of the event, *provided that* the consummation of the event subsequently occurs), and no action taken under Section 7(b) shall be deemed to impair or otherwise adversely alter the rights of any holder of an Award or beneficiary thereof:

(a) either (A) termination of the Award, whether or not vested, in exchange for an amount of cash and/or other property, if any, equal to the amount that would have been attained upon the exercise of the vested portion of the Award or realization of the Participant's vested rights (and, for the avoidance of doubt, if, as of the date of the occurrence of the transaction or event described in Section 7(b)(i)(A), the Committee or the Board determines in good faith that no amount would have been attained upon the exercise of the Award or realization of the Participant's rights, then the Award may be terminated by the Company without any payment) or (B) the replacement of the Award with other rights or property selected by the Committee or the Board, in its sole discretion;

(b) that the Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar options, rights or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;

(c) that, subject to Section 6(f) of the Plan, the Award shall be exercisable or payable or fully vested with respect to all Common Shares covered thereby, notwithstanding anything to the contrary in the applicable Award Agreement; or

(d) that the Award cannot vest, be exercised or become payable after a date certain in the future, which may be the effective date of the event.

Correction of Defects, Omissions and Inconsistencies. The Committee may, without prior approval of the shareholders of the Company, correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award or Award Agreement in the manner and to the extent it shall deem desirable to implement or maintain the effectiveness of the Plan.

Income Tax Withholding

In order to comply with all applicable federal, provincial, local or foreign income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, provincial, local or foreign payroll, withholding, income or other taxes, which are the sole and absolute responsibility of a Participant, are withheld or collected from such Participant. Without limiting the foregoing, in order to assist a Participant in paying all or a portion of the applicable taxes to be withheld or collected upon exercise or receipt of (or the lapse of restrictions relating to) an Award, the Committee, in its discretion and subject to such additional terms and conditions as it may adopt, may permit the Participant to satisfy such tax obligation by (a) electing to have the Company withhold a portion of the Common Shares otherwise to be delivered upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes or (b) delivering to the Company Common Shares other than Common Shares issuable upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes. The election, if any, must be made on or before the date that the amount of tax to be withheld is determined.

The Omnibus Incentive Plan provides for customary adjustments or substitutions, as applicable, in the number of Common Shares that may be issued under the Omnibus Incentive Plan in the event of recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, or other distribution of Company assets to shareholders, or any other change in the capital of the Company affecting Common Shares.

The approval of the Omnibus Incentive Plan will require shareholder approval, being the approval of a majority of the votes cast by shareholders at the Meeting. Refer to heading below "*Particulars of Matters to be Acted Upon – Approval of Omnibus Incentive Plan*".

Pursuant to the Board's authority to govern the implementation and administration of the Omnibus Incentive Plan, all previously granted Options and Restricted Share Units shall be governed by the provisions of the Omnibus Incentive Plan.

A copy of the Omnibus Incentive Plan is attached as Schedule "B" to this Information Circular and will be available for inspection at the Meeting.

Employment, Consulting and Management Agreements

Except as otherwise disclosed herein, the Company does not have any other employment, consulting or management agreements or arrangements with any of the Company's current NEOs or directors.

The Company's current employment and consulting agreements with its NEOs are described below.

Daniel Brody

On January 14, 2025, the Company and Daniel Brody entered into an executive employment agreement (the "**Brody Employment Agreement**") for the provision of services as President and Chief Executive Officer of the Company, effective January 14, 2025. Pursuant to the Brody Employment Agreement, Mr. Brody receives an annual base salary of US$0, Mr. Brody having enacted a salary freeze effective January 14, 2025 that continues until the Company's common shares resume trading on the Canadian Securities Exchange. Mr. Brody is eligible to receive an annual discretionary bonus of up to US$240,000, as determined by the Board in its sole discretion, and is eligible to receive grants of shares, options and RSUs under the Company's equity incentive plans. In the event the Company terminates Mr. Brody's employment without cause, the Company shall provide notice or pay in lieu of notice equal to 24 months of base salary.

Patrick Dunn

On July 1, 2022, the Company entered into an executive employment agreement with Patrick Dunn (the "**Dunn Employment Agreement**"), for the provision of services as Chief Financial Officer of the Company. Pursuant to the Dunn Employment Agreement, Mr. Dunn receives an annual base salary of US$300,000 and is eligible to participate in the Company's annual discretionary bonus plan. The annual bonus target is 50% of the base salary and is determined by the Board in its sole discretion. Subject to approval from the Board, Mr. Dunn is entitled to receive an annual grant of shares, options and RSUs equal to 150% of his base salary in the applicable year. Effective January 14, 2025, Mr. Dunn enacted a freeze on his base salary, pursuant to which Mr. Dunn serves without payment of base salary until the Company's common shares resume trading on the Canadian Securities Exchange. The Dunn Employment Agreement was amended and restated effective June 5, 2026 to reflect this salary freeze. The Company has also retained Dunn, Pariser & Peyrot, a corporation owned by Mr. Dunn, to provide accounting and administration services to the Company, as disclosed in the related party transactions note to the Company's audited consolidated financial statements.

In the event that the Company terminates Mr. Dunn's employment for cause (as defined in the Dunn Employment Agreement), the Company shall pay Mr. Dunn any unpaid base salary up to the date of termination, and any expenses incurred up to the date of termination. In the event that Mr. Dunn's employment is terminated without cause (as defined in the Dunn Employment Agreement), the Company shall provide notice or pay in lieu of notice equal to 12 months. If there is change of control of the Company (as defined in the Dunn Employment Agreement) that results in termination of the Dunn Employment Agreement, Mr. Dunn is entitled to an additional 12 months notice or pay in lieu of notice.

The terms of the Dunn Employment Agreement will continue indefinitely until notice is given by either party to terminate the employment in accordance with the terms therein.

Oversight and Description of Director and Named Executive Officer Compensation

Compensation, Philosophy and Objectives

The Board meets to discuss and determine management compensation, without reference to formal objectives, criteria or analysis. The general objectives of the Company's compensation strategy are to (a) compensate management in a manner that encourages and rewards a high level of performance and outstanding results with a view to increasing long-term shareholder value; (b) align management's interests with the long-term interests of shareholders; and (c) ensure that the total compensation package is designed in a manner that takes into account the constraints that the Company is under by virtue of the fact that it is an investment company without a history of earnings.

The Board, as a whole, ensures that total compensation paid to all NEOs is fair and reasonable. The Board as a whole recommends levels of executive compensation that are competitive, motivating and commensurate with the time spent by executive officers in meeting their obligations. While the Board does not have direct experience related to executive compensation, the Board relies on their experience as officers and directors with other public companies in assessing compensation levels.

Analysis of Elements

Base salary is used to provide the Named Executive Officers with a set amount of money during the year with the expectation that each Named Executive Officer will perform his responsibilities to the best of his ability and in the best interests of the Company.

The Company considers the granting of RSUs and Options to be a significant component of executive compensation as it allows the Company to reward each NEO's efforts to increase value for shareholders without requiring the Company to use cash from its treasury. RSUs and Options can be awarded to executive officers at the commencement of employment and periodically thereafter. The terms and conditions of the Company's RSU and Option grants, including vesting provisions and exercise prices, are governed by the terms of the Company's RSU Plan and Option Plan. Descriptions of the significant terms of the RSU Plan and Option Plan are found under the heading "Stock Option Plans and Other Incentive Plans".

The Company does not determine executive compensation based on the share price performance. Overall the salaries or consulting fees payable to the NEOs, in particular to the Company's CEO, have been determined in order to provide competitive levels of compensation necessary to attract and maintain executive talent.

The Board has considered the implications of the risks associated with the Company's compensation practices. Salary compensation to the NEOs is provided for under verbal understandings or written consulting or employment agreements with the NEOs or management companies under their control. See "*Employment, Consulting and Management Agreements*".

Risks Associated with the Company's Compensation Practices

The Board has assessed the Company's compensation plans and programs for its executive officers to ensure alignment with the Company's business plan and to evaluate the potential risks associated with those plans and programs. The Board has concluded that the compensation policies and practices do not create any risks that are reasonably likely to have a material adverse effect on the Company. The Board considers the risks associated with executive compensation and corporate incentive plans when designing and reviewing such plans and programs.

The Company has not adopted a policy restricting its executive officers or directors from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by its executive officers or directors. To the knowledge of the Company, none of the executive officers or directors have purchased such financial instruments.

Base Salary or Consulting Fees

In the Board's view, paying base salaries which are reasonable in relation to the level of service expected while remaining competitive in the markets in which the Company operates is a first step to attracting and retaining qualified and effective executives. Competitive salary information on comparable companies within the Company's industry is compiled from a variety of sources to assist with the determination of compensation by the Board.

Benefits and Perquisites

The Company does not, as of the date hereof, offer any benefits or perquisites to its NEOs other than potential grants of RSUs and incentive stock options as otherwise disclosed and discussed herein.

Hedging by Named Executive Officers or Directors

The Company has not, to date, adopted a policy restricting its executive officers and directors from purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, which are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by executive officers or directors. As of the date hereof, entitlement to grants of RSUs and Options are the only equity security elements awarded by the Company to its executive officers and directors as detailed under heading "*Stock Option Plans and Other Incentive Plans"* above.

Pension Plan Benefits

The Company does not have any form of pension plan that provides for payments or benefits to the NEOs at, following, or in connection with retirement. The Company does not have any form of deferred compensation plan.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out information as of the end of the Company's most recently completed financial year with respect to compensation plans under which equity securities of the Company are authorized for issuance.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuances under equity compensation plan (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders (Old Stock Option Plan & Old RSU Plan)	4,100,000 (Options)(1)	$0.56	31,632,229(2)(3)
Equity compensation plans not approved by securityholders	Nil	Nil	Nil
Total:	**4,100,000 (Options)(1)**		**31,632,229(2)(3)**

Notes:

(1) The 4,100,000 Options under the Old Stock Option Plan which were outstanding as at December 31, 2025, expired on February 26, 2026.
(2) Based on the Company's issued and outstanding of 178,661,148 common shares as at December 31, 2025.
(3) Representing an aggregate of 31,632,229 Common Shares remaining under the Old Stock Option Plan & Old RSU Plan.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

None of the current or former directors, executive officers or employees of the Company or any of its subsidiaries, no proposed nominee for election as a director of the Company, and no associate or affiliate of any of them is or has been indebted to the Company or any of its subsidiaries at any time since the beginning of the Company's most recently completed financial year nor has any such person been indebted to any other entity where such indebtedness is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding provided by the Company.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed below, no informed person (a director, officer or holder of 10% or more of the Common Shares) or nominee for election as a director of the Company or any associate or affiliate of any informed person or proposed director had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

On April 20, 2026, the Company entered into a new loan agreement with Daniel Brody, President, CEO and Director, for $650,000, which replaces and consolidates the Company's existing loans with Daniel Brody. Interest on the loan is 20% calculated monthly using simple interest, payable on demand. This loan is unsecured and due on demand. As part of the loan agreement, 1,700,000 RSUs will also be issued to Daniel Brody for a total of 4,700,000 RSUs.

MANAGEMENT CONTRACTS

Other than as set out herein, there are no management functions of the Company, which are, to any substantial degree, performed by a person other than the directors or executive officers of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

To the knowledge of the Company's directors, only the matters to be placed before the Meeting are those referred to in the notice of Meeting accompanying this Information Circular. However, should any other matters properly come before the Meeting, the Common Shares represented by the proxy solicited hereby will be voted on such matters in accordance with the best judgement of the persons voting the Common Shares represented by the proxy. Additional detail regarding each of the matters to be acted upon at the Meeting is set forth below.

Approval of Omnibus Incentive Plan

The Board determined that it is in the best interests of the Company to adopt the **Omnibus Incentive Plan** in order to provide the Company and the Board with greater flexibility in respect of the types of non-transferable equity-based incentive awards ("**Awards**") that are available to the Board for grant to eligible Participants (as defined in the Omnibus Incentive Plan), which Awards include **Options** and **RSUs**.

The Omnibus Incentive Plan will replace the Company's existing Old Stock Option Plan and Old RSU Plan (collectively the "**Old Plans**").

As the Omnibus Incentive Plan is an "evergreen plan" (also known as a rolling plan) under the policies of the Canadian Securities Exchange (the "**CSE**"), in accordance with the policies of the CSE, an issuer that has a rolling plan must have its shareholders approve the plan within three years after institution and within every three years thereafter. Accordingly, Shareholders are being asked to ratify, confirm and approve the Company's Omnibus Incentive Plan and to re-approve the Omnibus Incentive Plan by the Shareholders no later than October 9, 2029.

A copy of the Omnibus Incentive Plan is attached as Schedule "B" to this Information Circular and will be available for inspection at the Meeting.

Approval

The Omnibus Incentive Plan Resolution set out below, must be approved by a majority of the votes cast in person or by proxy in order to become effective.

Omnibus Incentive Plan Resolution

At the Meeting, shareholders will be asked to pass an ordinary resolution to ratify, confirm and approve the Omnibus Incentive Plan, as described above in this Information Circular, the text of which is as follows:

"**BE IT RESOLVED THAT**:

1. the Omnibus Incentive Plan is hereby ratified, confirmed and approved for implementation as the Omnibus Incentive Plan of the Company (the **Omnibus Incentive Plan**"), such that it replaces the Company's 10% rolling Stock Option Plan and the Company's 10% "rolling" Restricted Share Unit Plan in their entirety (collectively the "**Old Plans**");
2. the form of the Omnibus Incentive Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities, including the Canadian Securities Exchange, without requiring further approval of the shareholders of the Company;
3. subject to the effectiveness of the Omnibus Incentive Plan, all existing Options and Restricted Share Units of the Company issued under the respective Old Plans, shall be amended such that they are governed by the terms of the Omnibus Incentive Plan and no longer governed by the Old Plans;
4. the Company is authorized to grant Options and to reserve and issue Common Shares upon the exercise of the Options pursuant to the Omnibus Incentive Plan, and to award Restricted Share Units and to reserve and issue Common Shares upon vesting of Restricted Share Units awarded pursuant to the Omnibus Incentive Plan;

5. the Company reserve, allot and set aside a maximum of 20% of the Common Shares of the Company issued and outstanding from time to time for Awards granted pursuant to the Omnibus Incentive Plan;

6. Options and Restricted Share Units are to be issued under the Omnibus Incentive Plan, and all unallocated Options and Restricted Share Unit awards under the Omnibus Incentive Plan, be and are hereby approved;

7. the Omnibus Incentive Plan shall be re-approved by the shareholders of the Company by no later than October 9, 2029 in accordance with the policies of the Canadian Securities Exchange; and

8. notwithstanding approval of the shareholders of the Company as herein provided, the board of directors may, in its sole discretion, revoke this resolution before it is acted upon without further approval of the shareholders of the Company."

Recommendation of the Board

THE BOARD UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS VOTE FOR THE OMNIBUS INCENTIVE PLAN RESOLUTION.

Proxies received in favour of management will be voted in favour of the Omnibus Incentive Plan Resolution unless the shareholder has specified in the Proxy that his or her Common Shares are to be voted against such resolution.

Other Business

As of the date of this Information Circular, management of the Company knows of no other matters to be acted upon at the Meeting. However, should any other matters properly come before the Meeting, the Common Shares represented by the Proxy solicited hereby will be voted on such matters in accordance with the best judgment of the persons voting the Common Shares represented by the Proxy.

ADDITIONAL INFORMATION

Financial information is provided in the Company's audited financial statements for the year ended December 31, 2023, 2024, and 2025, the report of the auditor thereon, and related management's discussion and analysis. The Financial Statements will be placed before the Meeting.

Additional information relating to the Company and a copy of the Financial Statements may be obtained under the Company's SEDAR+ corporate profile at www.sedarplus.ca or upon request by calling the Company at toll-free telephone number 1-833-553-5556. The Company may require payment of a reasonable charge from any person or company who is not a securityholder of the Company, who requests a copy of any such document.

BOARD APPROVAL

The contents of this Information Circular and the mailing thereof to the Shareholders have been approved by the Board.

DATED at Vancouver, British Columbia, as of this 27th day of August, 2026.

BY ORDER OF THE BOARD

"Daniel Brody"

Daniel Brody
President, Chief Executive Officer and Director

SCHEDULE "A"

AUDIT COMMITTEE CHARTER

EAT WELL INVESTMENT GROUP INC.
(the "Company")

AUDIT COMMITTEE CHARTER
(Adopted by the Board of Directors on July 22, 2026)

I. PURPOSE AND PRIMARY RESPONSIBILITY

Purpose

The purpose of this Audit Committee Charter (the "**Charter**") is to clearly set out the Audit Committee's (the "**Committee**") objectives, composition, member qualification, member appointment and removal, responsibilities, manner of reporting to the Board of Directors of the Company (the "**Board**"), annual evaluation and compliance with this Charter.

Primary Responsibility

The primary responsibility of the Committee is that of oversight of the financial reporting process on behalf of the Board. This includes oversight responsibility for financial reporting and continuous disclosure, oversight of external audit activities, oversight of financial risk and financial management control, and oversight responsibility for compliance with relevant legal and regulatory requirements, including without limitation, tax and securities laws. The Committee is also responsible for other matters as set out in this Charter and/or as may be directed by the Board from time to time. The Committee should exercise continuous oversight of developments in these areas.

II. MEMBERSHIP

1. A majority of the members of the Committee must not be executive officers, employees or control persons of the Company or of an affiliate of the Company, as defined in National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"), provided that should the Company become listed on a more senior exchange, each member of the Committee will also satisfy the independence requirements of such exchange and of NI 52-110.

2. The Committee will consist of at least three members, all of whom must be directors of the Company. Upon graduating to a more senior stock exchange, if required under the rules or policies of such exchange, each member of the Committee will also satisfy the financial literacy requirements of such exchange and of NI 52-110.

3. The members of the Committee will be appointed annually (and from time to time thereafter to fill vacancies on the Committee) by the Board. A Committee member may be removed or replaced at any time at the discretion of the Board and will cease to be a member of the Committee on ceasing to be an independent director.

4. The Chair of the Committee will be appointed by the Board.

III. AUTHORITY

In addition to all authority required to carry out the duties and responsibilities included in this Charter, the Committee has specific authority to:

1. engage, and set and pay the compensation for, independent counsel and other advisors as it determines necessary to carry out its duties and responsibilities, and any such consultants or professional advisors retained by the Committee will report directly to the Committee;

2. communicate directly with management and any internal auditor, and with the external auditor without management involvement; and

3. incur ordinary administrative expenses that are necessary or appropriate in carrying out its duties, such expenses to be paid for by the Company.

IV. DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Committee include:

<u>Matters Related to the External Auditor</u>

1. recommending to the Board the external auditor to be nominated by the Board, taking into consideration, among other things, the Committee's assessment of the incumbent external auditor's performance pursuant to subsection (4) below;

2. recommending to the Board the compensation of the external auditor, to be paid by the Company, in connection with:

    a. preparing and issuing the audit report on the Company's financial statements; and

    b. performing other audit, review or attestation services;

3. reviewing the external auditor's annual audit plan, fee schedule and any related services proposals (including meeting with the external auditor to discuss any deviations from, or changes to, the original audit plan, as well as to ensure that no management restrictions have been placed on the scope and extent of the audit examinations by the external auditor or the reporting of their findings to the Committee);

4. overseeing the work of the external auditor, including performing an annual assessment of the external auditor subsequent to the conclusion of each annual audit of the Company's financial statements, as well as a comprehensive assessment of performance every five (5) years, or sooner as may be appropriate or required for any reason;

5. ensuring that the external auditor is independent by receiving a report annually from the external auditor with respect to their independence which must include a disclosure of all engagements (and fees related thereto) for non-audit services provided to the Company;

6. ensuring that the external auditor is in good standing with the Canadian Public Accountability Board by receiving, at least annually, a report by the external auditor on the audit firm's internal quality control processes and procedures which must include any material issues raised by the most recent internal quality control review, or peer review, of the firm, or any governmental or professional authorities of the firm within the preceding five (5) years, and any steps taken to deal with such issues;

7. pre-approving all non-audit services to be provided to the Company or any subsidiaries by the Company's external auditor (the Chair of the Committee has the authority to pre-approve in between regularly scheduled Committee meetings any non-audit service of less than $25,000, however, such approval will be presented to the Committee at the next scheduled meeting for formal approval);

8. overseeing compliance with regulatory authority requirements for disclosure of external auditor services and Committee activities;

Matters Related to the Financial Statements and Accounting

9. reviewing and discussing with management and the external auditor the annual audited and quarterly unaudited financial statements and related Management Discussion and Analysis ("**MD&A**"), including the appropriateness of the Company's accounting policies, disclosures (including material transactions with related parties), reserves, key estimates and judgements (including changes or variations thereto) and obtaining reasonable assurance that the financial statements are presented fairly in accordance with International Financial Reporting Standards (IFRS) and the MD&A is in compliance with appropriate regulatory requirements;

10. reviewing and discussing with management and the external auditor major issues regarding accounting principles and financial statement presentation including any significant changes in the selection or application of accounting principles to be used in the preparation of the financial statements of the Company and its subsidiaries;

11. reviewing and discussing with management and the external auditor the external auditor's written communications to the Committee in accordance with generally accepted auditing standards and other applicable regulatory requirements arising from the annual audit and quarterly review engagements;

12. reviewing the external auditor's report to the shareholders on the Company's annual financial statements;

13. reporting on and recommending to the Board the approval of the annual financial statements and the external auditor's report on those financial statements, the quarterly unaudited financial statements, and the related MD&A and press releases for such financial statements, before the dissemination of these documents to shareholders, regulators, analysts and the public;

14. satisfying itself on a regular basis through reports from management and related reports, if any, from the external auditor, that adequate procedures are in place for the review of the Company's disclosure of financial information extracted or derived from the Company's financial statements, and that such information is fairly presented;

15. overseeing the adequacy of the Company's system of internal accounting controls and obtaining from management and the external auditor summaries and recommendations for improvement of such internal controls and processes, together with reviewing management's remediation of identified weaknesses;

16. reviewing with management and the external auditor the integrity of disclosure controls and internal controls over financial reporting.

17. reviewing the annual and quarterly Chief Executive Officer ("**CEO**") and Chief Financial Officer ("**CFO**") certifications under National Instrument 52-109 - *Certification of Disclosure in Issuers' Annual and Interim Filings* and ensuring that the Company has an effective process in place to support those certifications;

18. reviewing, monitoring, discussing and assessing the processes management has put in place to identify and manage the principal risks that could impact the financial reporting of the Company and discussing policies with respect to risk assessment and risk management, which discussions will include:

    a. the Company's major financial risk exposures and the steps management has taken to monitor and control such exposures, and

    b. guidelines and policies to govern the process by which risk assessment and management is undertaken;

19. satisfying itself that management has developed and implemented a system to ensure that the Company meets its continuous disclosure obligations through the receipt of regular reports from management and the Company's legal advisors on the functioning of the disclosure compliance system, (including any significant instances of non-compliance with such system) in order to satisfy itself that such system may be reasonably relied upon;

20. reviewing the Company's corporate disclosure policy at least annually, and reviewing any material changes to the Company's corporate disclosure policy recommended by the CFO;

21. resolving disputes between management and the external auditor regarding financial reporting;

22. establishing procedures for:

    a. the receipt, retention and treatment of complaints received by the Company from employees and others regarding accounting, internal accounting controls or auditing matters and questionable practices relating thereto; and

    b. the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters;

Other Matters

23. establishing procedures for:

    a. reviewing the expenses of the Chair of the Board, and the CEO on a semi-annual basis;

    b. reviewing the adequacy of the Company's insurance coverage;

    c. reviewing activities, organizational structure, and qualifications of the CFO and the staff in the finance and accounting function and ensuring that matters related to succession planning within the finance and accounting function are raised for consideration at the Board; and

    d. reviewing fraud prevention policies and programs and monitoring their implementation.

V. ORIENTATION

A regular part of Committee meetings involves the appropriate orientation of new members as well as the continuous education of all members. Items to be discussed include specific business issues as well as new accounting and securities legislation that may impact the Company. The Chair of the Committee will regularly canvass the Committee members for continuous education needs and in conjunction with the Board education program, arrange for such education to be provided to the Committee on a timely basis.

VI. MEETINGS

1. The quorum for a meeting of the Committee is a majority of the members of the Committee.

2. The Chair of the Committee shall be responsible for leadership of the Committee, including scheduling and presiding over meetings, preparing agendas, overseeing the preparation of briefing documents to circulate during the meetings as well as pre-meeting materials, and making regular reports to the Board. The Chair of the Committee will also maintain regular liaison with the CEO, CFO, and the lead engagement partner of the external auditor.

3. The Committee's schedule of meetings and agendas will be set annually by the Committee. Dates and locations will be provided to the Board, the Committee members, the external auditor and management in advance.

4. The Committee will meet separately with the CEO and separately with the CFO of the Company at least annually to review the financial affairs of the Company.

5. The Committee will meet with the external auditor at least annually to review the external auditor's examination and report.

6. The external auditor must be given reasonable notice of and has the right to appear before and to be heard at, each meeting of the Committee.

7. Each of the Chair of the Committee, members of the Committee, Chair of the Board, external auditor, CEO, CFO or secretary shall be entitled to request that the Chair of the Committee call a meeting which shall be held within 48 hours of receipt of such request to consider any matter that such individual believes should be brought to the attention of the Board or the shareholders.

VII. REPORTS

The Committee will report periodically to the Board regarding the Committee's examinations and recommendations, and annually to the Board regarding the Committee's compliance with this Charter.

VIII. MINUTES

The Committee will maintain written minutes of its meetings, which minutes will be filed with the minutes of the meetings of the Board.

IX. ANNUAL EVALUATION

1. The Board will conduct an annual performance evaluation of the Committee, taking into account the Charter, to determine the effectiveness of the Committee.

2. On an annual basis the Committee shall review and assess the adequacy of this Charter taking into account all applicable legislative and regulatory requirements as well as any best practice guidelines recommended by the applicable regulatory bodies with whom the Company has a reporting relationship and, if appropriate, recommend changes to the Charter to the Board for its approval.

[End of Audit Committee Charter]

SCHEDULE ”B”

OMNIBUS INCENTIVE PLAN

EAT WELL INVESTMENT GROUP INC.

OMNIBUS INCENTIVE PLAN

Section 1. Purpose

The purpose of this omnibus incentive plan (the "Plan") is to promote the interests of the Company and its shareholders by aiding the Company in attracting and retaining employees, officers, Consultants, Consultant Companies, advisors and Non-Employee Directors capable of assuring the future success of the Company, to offer such persons incentives to put forth maximum efforts for the success of the Company's business and to compensate such persons through various stock and cash-based arrangements and provide them with opportunities for stock ownership in the Company, thereby aligning the interests of such persons with the Company's shareholders.

This Plan supersedes, replaces and is in substitution for the Company's rolling 10% Stock Option Plan dated effective as of February 26, 2021, and the Company's rolling 10% Restricted Share Unit Plan dated effective as of February 26, 2021. Any securities issued under the Stock Option Plan and Restricted Share Unit Plan that are outstanding as of the date hereof are covered by this Plan.

Section 2. Definitions

As used in the Plan, the following terms shall have the meanings set forth below:

(a) "**Affiliate**" shall mean any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company;

(b) "**Award**" shall mean any Option, Restricted Stock or Restricted Stock Unit granted under the Plan;

(c) "**Award Agreement**" shall mean any written agreement, contract or other instrument or document evidencing an Award granted under the Plan (including a document in an electronic medium) executed in accordance with the requirements of Section 9(b) of the Plan, a form of which is attached hereto as Schedule "A" of this Plan;

(d) "**Board**" shall mean the Board of Directors of the Company;

(e) "**Cause**" has the meaning ascribed to such term in the written employment agreement between the Company and the applicable Participant or, in the event there is no written employment agreement between the Company and the applicable Participant or "Cause" is not defined therein, means the usual meaning of just cause under the common law or the laws of the jurisdiction in which the Participant is employed.

(f) "**Committee**" shall mean any such committee designated by the Board to administer the Plan, or if no such committee is appointed, the Board itself;

(g) "**Common Shares**" shall mean the Class A common shares of the Company (or such other securities or property as may become subject to Awards pursuant to an adjustment made under Section 4(b) of the Plan);

(h) "**Company**" shall mean Eat Well Investment Group Inc., a British Columbia corporation, and any successor corporation;

(i) "**Consultant**" means, in relation to the Company, an individual or a Consultant Company, other than an Employee, Director or Officer of the Company, that:

(i) is engaged to provide on a continuous bona fide basis, consulting, technical, management or other services to the Company or to an Affiliate of the Company, other than services provided in relation to a distribution of securities;

(ii) provides the services under a written contract between the Company or the Affiliate and the individual or the Consultant Company;

(iii) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate of the Company; and

(iv) has a relationship with the Company or an Affiliate of the Company that enables the individual to be knowledgeable about the business and affairs of the Company;

(j) "**Consultant Company**" means for an individual Consultant, a company or partnership of which the individual is an employee, shareholder or partner;

(k) "**CSE**" means the Canadian Securities Exchange;

(l) "**Director**" shall mean a member of the Board;

(m) "**Disability**" means a medically determinable physical or mental impairment expected to result in death or to last for a continuous period of not less than 12 months, and which causes an Eligible Person to be unable to substantially fulfill his or her responsibilities on behalf of the Company, or any other condition of impairment that cannot be accommodated under applicable human rights laws without imposing undue hardship on the Company employing or engaging such Eligible Person, that the Committee or the Board, acting reasonably, determines constitutes a disability;

(n) "**Effective Date**" shall mean the date set forth in Section 11 of the Plan;

(o) "**Eligible Person**" shall mean any employee, officer, Non-Employee Director, Consultant, or Consultant Company providing services to the Company or any Affiliate, or any such person to whom an offer of employment or engagement with the Company or any Affiliate is extended;

(p) "**Fair Market Value**" with respect to one Common Share as of any date shall mean (a) if the Common Shares are listed on the CSE or any established stock exchange, the price of one Common Share at the close of the regular trading session of such market or exchange on the last trading day prior to such date, and if no sale of Common Shares shall have occurred on such date, on the next preceding date on which there was a sale of Common Shares. Notwithstanding the foregoing, in the event that the Common Shares are listed on the CSE, for the purposes of establishing the exercise price of any Options, the Fair Market Value shall not be lower than the greater of $0.05, or the closing market price of the Common Shares on the CSE on (i) the trading day prior to the date of grant of the Options, and (ii) the date of grant of the Options; (b) if the Common Shares are not so listed on the CSE or any established stock exchange, the average of the closing "bid" and "asked" prices quoted by the OTC Markets Group, Inc., the National Quotation Bureau, or any comparable reporting service on such date or, if there are no quoted "bid" and "asked" prices on such date, on the next preceding date for which there are such quotes for a Common Share; or (c) if the Common Shares are not publicly traded as of such date, the per share value of one Common Share, as determined by the Board, or any duly authorized Committee of the Board, in its sole discretion, by applying principles of valuation with respect thereto;

(q) "**Non-Employee Director**" shall mean a Director who is not also an employee of the Company or any Affiliate;

(r) "**Option**" shall mean an incentive stock option to purchase shares of the Company;

(s) "**Participant**" shall mean an Eligible Person designated to be granted an Award under the Plan;

(t) "**Person**" shall mean any individual or entity, including a corporation, partnership, limited liability company, association, joint venture or trust;

(u) "**Plan**" shall mean this Omnibus Incentive Plan, as amended from time to time;

(v) "**Restricted Stock**" shall mean any Common Share granted under Section 6(b) of the Plan;

(w) "**Restricted Stock Unit**" shall mean any unit granted under Section 6(b) of the Plan evidencing the right to receive a Common Share (or a cash payment equal to the Fair Market Value of a Common Share) at some future date, provided that in the case of Participants who are liable to taxation under the Tax Act in respect of amounts payable under this Plan, that such date shall not be later than December 31 of the third calendar year following the year services were performed in respect of the corresponding Restricted Stock Unit awarded;

(x) "**Tax Act**" means the *Income Tax Act* (Canada); and

(y) "**Termination Date**" means the date on which a Participant ceases to be an Eligible Person.

Section 3. Administration

(a) Power and Authority of the Committee. The Plan shall be administered by the Committee. Subject to the express provisions of the Plan and to applicable law, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to each Participant under the Plan; (iii) determine the number of Common Shares to be covered by (or the method by which payments or other rights are to be calculated in connection with) each Award; (iv) determine the terms and conditions of any Award or Award Agreement, including any terms relating to the forfeiture of any Award and the forfeiture, recapture or disgorgement of any cash, Common Shares or other amounts payable with respect to any Award; (v) amend the terms and conditions of any Award or Award Agreement, subject to the limitations under Section 7 of the Plan; (vi) accelerate the exercisability of any Award or the lapse of any restrictions relating to any Award, subject to the limitations in Section 7 of the Plan, (vii) determine whether, to what extent and under what circumstances Awards may be exercised in cash, Common Shares, other securities, other Awards or other property (excluding promissory notes), or canceled, forfeited or suspended, subject to the limitations in Section 7 of the Plan; (viii) determine whether, to what extent and under what circumstances amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or the Committee, subject to the requirements of the Tax Act; (ix) interpret and administer the Plan and any instrument or agreement, including an Award Agreement, relating to the Plan; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; (xi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan; and (xii) adopt such modifications, rules, procedures and subplans as may be necessary or desirable to comply with provisions of the laws of the jurisdictions in which the Company or an Affiliate may operate, including, without limitation, establishing any special rules for Affiliates, Eligible Persons or Participants located in any particular country, in order to meet the objectives of the Plan and to ensure the viability of the intended benefits of Awards granted to Participants. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations and other decisions under or with respect to the Plan or any Award or Award Agreement shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon any Participant, any holder or beneficiary of any Award or Award Agreement, and any employee of the Company or any Affiliate.

(b) Delegation. The Committee may delegate to one or more officers or Directors of the Company, subject to such terms, conditions and limitations as the Committee may establish in its sole discretion, the authority to grant Awards; *provided*, *however*, that the Committee shall not delegate such authority in such a manner as would cause the Plan not to comply with applicable exchange rules or applicable corporate law.

(c) Power and Authority of the Board. Notwithstanding anything to the contrary contained herein, (i) the Board may, at any time and from time to time, without any further action of the Committee, exercise the powers and duties of the Committee under the Plan, unless the exercise of such powers and duties by the Board would cause the Plan not to comply with the requirements of all applicable securities rules and (ii) only the Committee (or another committee of the Board comprised of directors who qualify as independent directors within the meaning of the independence rules of any applicable securities exchange where the Common Shares are then listed) may grant Awards to Directors who are not also employees of the Company or an Affiliate.

(d) Indemnification. To the full extent permitted by law, (i) no member of the Board, the Committee or any person to whom the Committee delegates authority under the Plan shall be liable for any action or determination taken or made in good faith with respect to the Plan or any Award made under the Plan, and (ii) the members of the Board, the Committee and each person to whom the Committee delegates authority under the Plan shall be entitled to indemnification by the Company with regard to such actions and determinations. The provisions of this paragraph shall be in addition to such other rights of indemnification as a member of the Board, the Committee or any other person may have by virtue of such person's position with the Company.

Section 4. Common Shares Available for Awards

(a) Common Shares Available. Subject to adjustment as provided for herein, the aggregate number of Common Shares which may be issued under Awards granted pursuant to this Plan will not exceed 20% of the number of Common Shares which are issued and outstanding on the particular date of grant. If any Award expires or otherwise terminates for any reason without having been exercised in full, the number of Common Shares in respect of such expired or terminated Award shall again be available for the purposes of granting Awards pursuant to this Plan.

(b) Adjustments. In the event that any dividend (other than a regular cash dividend) or other distribution (whether in the form of cash, Common Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Common Shares or other securities of the

Company, issuance of warrants or other rights to purchase Common Shares or other securities of the Company or other similar corporate transaction or event affects the Common Shares such that an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Common Shares (or other securities or other property) that thereafter may be made the subject of Awards, (ii) the number and type of Common Shares (or other securities or other property) subject to outstanding Awards, (iii) the purchase price or exercise price with respect to any Award and (iv) the limitation contained in Section 4(c) below; *provided*, *however*, that the number of Common Shares covered by any Award or to which such Award relates shall always be a whole number. Such adjustment shall be made by the Committee or the Board, whose determination in that respect shall be final, binding and conclusive.

(c) Additional Award Limitations. If, and so long as, the Company is listed on the CSE, the aggregate number of Common Shares issued or issuable to persons providing "investor relations activities" (as defined in CSE policies) as compensation within a 12 month period, shall not exceed 2% of the total number of Common Shares then outstanding, or such other percentage as permitted by the policies of the CSE.

Section 5. Eligibility

Any Eligible Person shall be eligible to be designated as a Participant. In determining which Eligible Persons shall receive an Award and the terms of any Award, the Committee may take into account the nature of the services rendered by the respective Eligible Persons, their present and potential contributions to the success of the Company and/or such other factors as the Committee, in its discretion, shall deem relevant.

Section 6. Awards

(a) Options. The Committee is hereby authorized to grant Options to Eligible Persons with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan, as the Committee shall determine:

(i) Common Shares Available. The maximum number of Common Shares that may be issued pursuant to Options shall not exceed 10% of the number of Common Shares which are issued and outstanding on the particular date of grant.

(ii) Exercise Price. The purchase price per Common Share purchasable under an Option shall be determined by the Committee and shall not be less than the price determined in accordance with CSE policies while the Company's Shares are listed on the CSE.

(iii) Option Term. The term of each Option shall be fixed by the Committee at the date of grant but shall not be longer than 10 years from the date of grant. Notwithstanding the foregoing, in the event that the expiry date of an Option held by an Award Holder falls within a trading blackout period imposed by the Company (a "**Blackout Period**"), and neither the Company nor the individual in possession of the Options is subject to a cease trade order in respect of the Company's securities, then the expiry date of such Option shall be automatically extended to the 10th business day following the end of the Blackout Period.

(iv) Time and Method of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part. An Option may be exercised by the

Participant delivering to the Company a completed exercise notice substantially in the form of Schedule "B" hereto (an "**Exercise Notice**"), together with payment of the exercise price in such method or methods and form or forms as the Committee may determine, including, but not limited to, cash, Common Shares (actually or by attestation), other securities, other Awards or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the applicable exercise price.

(A) Promissory Notes. Notwithstanding the foregoing, the Committee may not permit payment of the exercise price, either in whole or in part, with a promissory note.

(B) Net Exercises. The Committee may, in its discretion, permit an Option to be exercised by delivering to the Participant a number of Common Shares having an aggregate Fair Market Value (determined as of the date of exercise) equal to the excess, if positive, of the Fair Market Value of the Common Shares underlying the Option being exercised on the date of exercise, over the exercise price of the Option for such Common Shares.

(v) Retirement, Resignation and Termination for Cause. Unless the Committee at any time otherwise determines, in the case of a Participant ceasing to be an Eligible Person for retirement, voluntary resignation or discharged by the Company for Cause, all vested and unexercised Options and unvested Options granted to such Participant shall expire as of the Termination Date. For the purposes of the Plan, the determination by the Company that the Participant was discharged for Cause shall be binding on the Participant. In situations where the Committee exercises its discretion under this paragraph 6(a)(v), in no case shall any vested and unexercised Options and unvested Options be exercisable later than the expiry date set forth in the Award Agreement for each such Option.

(vi) Disability, Death, Termination Without Cause and Cessation. Unless the Committee at any time otherwise determines, in the case of a Participant dying while in his or her capacity as an Eligible Person, or ceasing to be an Eligible Person as a result of a Disability, discharge by the Company without Cause, or for any reason other than for retirement, resignation, Disability, death or discharge by the Company for Cause, all unvested Options shall expire as of the Termination Date and all vested and unexercised Options shall expire on the earlier of:

(A) one year following the Termination Date; and

(B) the expiry date set forth in the applicable Award Agreement for each such Option.

In situations where the Committee exercises its discretion under this paragraph 6(a)(b)(iv), in no case shall the vested and unexercised Options and unvested Options be exercisable later than the expiry date set forth in the applicable Award Agreement for each such Option.

(b) Restricted Stock and Restricted Stock Units. The Committee is hereby authorized to grant an Award of Restricted Stock and Restricted Stock Units to Eligible Persons with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan as the Committee shall determine:

(i) Restrictions. The maximum number of Common Shares that may be issued pursuant to Restricted Stock or Restricted Stock Units shall not exceed 10% of the number of Common

Shares which are issued and outstanding on the particular date of grant. Common Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may impose (including, without limitation, any limitation on the right to vote a Common Share of Restricted Stock or the right to receive any dividend or other right or property with respect thereto), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise as the Committee may deem appropriate.

(ii) Issuance and Delivery of Common Shares. Any Restricted Stock granted under the Plan shall be issued at the time such Awards are granted and may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration or issuance of a stock certificate or certificates, which certificate or certificates shall be held by the Company or held in nominee name by the stock transfer agent or brokerage service selected by the Company to provide such services for the Plan. Such certificate or certificates shall be registered in the name of the Participant and shall bear an appropriate legend referring to the restrictions applicable to such Restricted Stock. Common Shares representing Restricted Stock that are no longer subject to restrictions shall be delivered (including by updating the book-entry registration) to the Participant promptly after the applicable restrictions lapse or are waived. In the case of Restricted Stock Units, no Common Shares shall be issued at the time such Awards are granted. Upon the lapse or waiver of restrictions and the restricted period relating to Restricted Stock Units evidencing the right to receive Common Shares, such Common Shares shall be issued and delivered to the holder of the Restricted Stock Units.

(iii) Retirement, Resignation and Termination for Cause. Unless the Committee at any time otherwise determines, in the case of a Participant ceasing to be an Eligible Person for retirement, voluntary resignation or termination of employment or removal of service by the Company for Cause, all unvested Restricted Stock Units granted to such Participant shall terminate, without further act or formality and without compensation, as of the Termination Date. For the purposes of the Plan, the determination by the Company that the Participant was discharged for Cause shall be binding on the Participant. In situations where the Committee exercises its discretion under this paragraph 6(b)(iii), in no case shall the applicable Restricted Stock Units be valid beyond one year from the Termination Date.

(iv) Disability, Death, Termination Without Cause and Cessation. Unless the Committee at any time otherwise determines, in the case of a Participant dying while in his or her capacity as an Eligible Person, or ceasing to be an Eligible Person as a result of Disability, discharge by the Company without Cause, or for any reason other than for retirement, resignation, Disability, death or discharge by the Company for Cause, all unvested Restricted Stock Units shall immediately vest on the Termination Date. In situations where the Committee exercises its discretion under this paragraph 6(b)(iv), in no case shall the applicable Restricted Stock Units be valid beyond one year from the Termination Date.

(c) Limits on Transfer of Awards. Except as otherwise provided by the Committee in its discretion and subject to such additional terms and conditions as it determines, no Award (other than fully vested and unrestricted Common Shares issued pursuant to any Award) and no right under any such Award shall be transferable by a Participant other than by will or by the laws of descent and distribution, and no Award (other than fully vested and unrestricted Common Shares issued pursuant to any Award) or right under any such Award may be pledged, alienated, attached or otherwise encumbered, and any purported pledge, alienation, attachment or encumbrance thereof shall be void and unenforceable against the

Company or any Affiliate. Where the Committee does permit the transfer of an Award other than a fully vested and unrestricted Common Share, such permitted transfer shall be for no value and in accordance with all applicable securities rules. The Committee may also establish procedures as it deems appropriate for a Participant to designate a person or persons, as beneficiary or beneficiaries, to exercise the rights of the Participant and receive any property distributable with respect to any Award in the event of the Participant's death.

(d) Restrictions; Securities Exchange Listing. All Common Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such restrictions as the Committee may deem advisable under the Plan, applicable federal or provincial securities laws and regulatory requirements, and the Committee may cause appropriate entries to be made with respect to, or legends to be placed on the certificates for, such Common Shares or other securities to reflect such restrictions. The Company shall not be required to deliver any Common Shares or other securities covered by an Award unless and until the requirements of any federal or provincial securities or other laws, rules or regulations (including the rules of any securities exchange) as may be determined by the Company to be applicable are satisfied.

(e) Prohibition on Option Repricing. Except as provided in Section 4 of the Plan, the Committee may not, without prior approval of the Company's shareholders and applicable stock exchange approval, seek to effect any repricing of any previously granted, "underwater" Option by: (i) amending or modifying the terms of the Option to lower the exercise price; (ii) cancelling the Option and granting either (A) replacement Options having a lower exercise price; or (B) Restricted Stock or Restricted Stock Units, or other stock-based award in exchange; or (iii) cancelling or repurchasing the underwater Option for cash or other securities. An Option will be deemed to be "underwater" at any time when the Fair Market Value of the Common Shares covered by such Award is less than the exercise price of the Award.

(f) Acceleration of Vesting or Exercisability. No Award Agreement shall accelerate the exercisability of any Award or the lapse of restrictions relating to any Award in connection with a change-in-control event, unless such acceleration occurs upon the consummation of (or effective immediately prior to the consummation of, *provided that* the consummation subsequently occurs) such change-in-control event.

(g) Consideration for Awards. Awards may be granted for no cash consideration or for any cash or other consideration as may be determined by the Committee or required by applicable law.

Section 7. Amendment and Termination; Corrections

(a) Amendments to the Plan and Awards. The Board may from time to time amend, suspend or terminate this Plan, and the Committee may amend the terms of any previously granted Award, *provided that* no amendment to the terms of any previously granted Award may (except as expressly provided in the Plan) materially and adversely alter or impair the terms or conditions of the Award previously granted to a Participant under this Plan without the written consent of the Participant or holder thereof. Any amendment to this Plan, or to the terms of any Award previously granted, is subject to compliance with all applicable laws, rules, regulations and policies of any applicable governmental entity or securities exchange, including receipt of any required approval from the governmental entity or stock exchange, and any such amendment, alteration, suspension, discontinuation or termination of an Award will be in compliance with CSE policies if the Company is listed on the CSE. For greater certainty and without limiting the foregoing, the Board may amend, suspend, terminate or discontinue the Plan, and the Committee may amend or alter any previously granted Award, as applicable, without obtaining the approval of shareholders of the Company in order to:

(i) amend the eligibility for, and limitations or conditions imposed upon, participation in the Plan;

(ii) amend any terms relating to the granting or exercise of Awards, including but not limited to terms relating to the amount and payment of the exercise price, or the vesting, expiry, assignment or adjustment of Awards, or otherwise waive any conditions of or rights of the Company under any outstanding Award, prospectively or retroactively;

(iii) make changes that are necessary or desirable to comply with applicable laws, rules, regulations and policies of any applicable governmental entity or stock exchange, and no action taken to comply shall be deemed to impair or otherwise adversely alter or impair the rights of any holder of an Award or beneficiary thereof; or

(iv) amend any terms relating to the administration of the Plan, including the terms of any administrative guidelines or other rules related to the Plan.

Notwithstanding the foregoing and for greater certainty, prior approval of the shareholders of the Company shall be required for any amendment to the Plan or an Award that would:

(i) require shareholder approval under the rules or regulations of securities exchange that is applicable to the Company;

(ii) permit repricing of Options, which is currently prohibited by Section 6(e) of the Plan;

(iii) permit Options to be transferable other than as provided in Section 6(c) of the Plan;

(iv) amend this Section 7(a); or

(v) increase the maximum term permitted for Options as specified in Section 6(a) of the Plan or extend the terms of any Options beyond their original expiry date.

(b) Corporate Transactions. In the event of any reorganization, amalgamation, merger, consolidation, split-up, spin-off, combination, plan of arrangement, take-over bid or tender offer, repurchase or exchange of Common Shares or other securities of the Company or any other similar corporate transaction or event involving the Company (or the Company shall enter into a written agreement to undergo such a transaction or event), the Committee or the Board may, in its sole discretion, provide for any of the following to be effective upon the consummation of the event (or effective immediately prior to the consummation of the event, *provided that* the consummation of the event subsequently occurs), and no action taken under this Section 7(b) shall be deemed to impair or otherwise adversely alter the rights of any holder of an Award or beneficiary thereof:

(i) either (A) termination of the Award, whether or not vested, in exchange for an amount of cash and/or other property, if any, equal to the amount that would have been attained upon the exercise of the vested portion of the Award or realization of the Participant's vested rights (and, for the avoidance of doubt, if, as of the date of the occurrence of the transaction or event described in this Section 7(b)(i)(A), the Committee or the Board determines in good faith that no amount would have been attained upon the exercise of the Award or realization of the Participant's rights, then the Award may be terminated by the Company without any payment) or (B) the replacement of the Award with other rights or property selected by the Committee or the Board, in its sole discretion;

(ii) that the Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar options, rights or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;

(iii) that, subject to Section 6(f) of the Plan, the Award shall be exercisable or payable or fully vested with respect to all Common Shares covered thereby, notwithstanding anything to the contrary in the applicable Award Agreement; or

(iv) that the Award cannot vest, be exercised or become payable after a date certain in the future, which may be the effective date of the event.

(c) Correction of Defects, Omissions and Inconsistencies. The Committee may, without prior approval of the shareholders of the Company, correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award or Award Agreement in the manner and to the extent it shall deem desirable to implement or maintain the effectiveness of the Plan.

Section 8. Income Tax Withholding

In order to comply with all applicable federal, provincial, local or foreign income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, provincial, local or foreign payroll, withholding, income or other taxes, which are the sole and absolute responsibility of a Participant, are withheld or collected from such Participant. Without limiting the foregoing, in order to assist a Participant in paying all or a portion of the applicable taxes to be withheld or collected upon exercise or receipt of (or the lapse of restrictions relating to) an Award, the Committee, in its discretion and subject to such additional terms and conditions as it may adopt, may permit the Participant to satisfy such tax obligation by (a) electing to have the Company withhold a portion of the Common Shares otherwise to be delivered upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes or (b) delivering to the Company Common Shares other than Common Shares issuable upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes. The election, if any, must be made on or before the date that the amount of tax to be withheld is determined.

Section 9. General Provisions

(a) No Rights to Awards. No Eligible Person, Participant or other Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Eligible Persons, Participants or holders or beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to any Participant or with respect to different Participants.

(b) Award Agreements. No Participant shall have rights under an Award granted to such Participant unless and until an Award Agreement shall have been signed by the Participant (if requested by the Company), or until such Award Agreement is delivered and accepted through an electronic medium in accordance with procedures established by the Company. An Award Agreement need not be signed by a representative of the Company unless required by the Committee. Each Award

Agreement shall be subject to the applicable terms and conditions of the Plan and any other terms and conditions (not inconsistent with the Plan) determined by the Committee.

(c) Plan Provisions Control. In the event that any provision of an Award Agreement conflicts with or is inconsistent in any respect with the terms of the Plan as set forth herein or subsequently amended, the terms of the Plan shall control.

(d) No Rights of Common Shareholders. Except with respect to Common Shares issued under Awards (and subject to such conditions as the Committee may impose on such Awards pursuant to Section 6(b)(i) of the Plan), neither a Participant nor the Participant's legal representative shall be, or have any of the rights and privileges of, a shareholder of the Company with respect to any Common Shares issuable upon the exercise or payment of any Award, in whole or in part, unless and until such Common Shares have been issued.

(e) No Limit on Other Compensation Arrangements. Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other or additional compensation plans or arrangements, and such plans or arrangements may be either generally applicable or applicable only in specific cases.

(f) No Right to Employment. The grant of an Award shall not be construed as giving a Participant the right to be retained as an employee of the Company or any Affiliate, nor will it affect in any way the right of the Company or an Affiliate to terminate a Participant's employment at any time, with or without cause, in accordance with applicable law. In addition, the Company or an Affiliate may at any time dismiss a Participant from employment free from any liability or any claim under the Plan or any Award, unless otherwise expressly provided in the Plan or in any Award Agreement. Nothing in this Plan shall confer on any person any legal or equitable right against the Company or any Affiliate, directly or indirectly, or give rise to any cause of action at law or in equity against the Company or an Affiliate. Under no circumstances shall any person ceasing to be an employee of the Company or any Affiliate be entitled to any compensation for any loss of any right or benefit under the Plan which such employee might otherwise have enjoyed but for termination of employment, whether such compensation is claimed by way of damages for wrongful or unfair dismissal, breach of contract or otherwise. By participating in the Plan, each Participant shall be deemed to have accepted all the conditions of the Plan and the terms and conditions of any rules and regulations adopted by the Committee and shall be fully bound thereby.

(g) Governing Law. The laws of the Province of British Columbia and the laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof shall govern all questions concerning the validity, construction and effect of the Plan or any Award, and any rules and regulations relating to the Plan or any Award.

(h) Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the purpose or intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction or Award, and the remainder of the Plan or any such Award shall remain in full force and effect.

(i) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any Affiliate.

(j) Other Benefits. No compensation or benefit awarded to or realized by any Participant under the Plan shall be included for the purpose of computing such Participant's compensation or benefits under any pension, retirement, savings, profit sharing, group insurance, disability, severance, termination pay, welfare or other benefit plan of the Company, unless required by law or otherwise provided by such other plan.

(k) No Fractional Common Shares. No fractional Common Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash shall be paid in lieu of any fractional Common Share or whether such fractional Common Share or any rights thereto shall be canceled, terminated or otherwise eliminated.

(l) Headings. Headings are given to the sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

Section 10. Clawback or Recoupment

All Awards under this Plan shall be subject to recovery or other penalties pursuant to (i) any Company clawback policy, as may be adopted or amended from time to time, or (ii) any applicable law, rule or regulation or applicable stock exchange rule.

Section 11. Effective Date of the Plan

The Plan was approved by the Board effective on August 12, 2026 (the "**Effective Date**").

Section 12. Term of the Plan

The Committee may terminate or suspend the Plan or any portion thereof at any time, in accordance with applicable law, and subject to any required regulatory approval. No Award shall be granted under the Plan following termination. Unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such termination date, and the authority of the Committee provided for hereunder with respect to the Plan and any Awards, and the authority of the Board to amend the Plan, shall extend beyond the termination of the Plan.

SCHEDULE “A”

EAT WELL INVESTMENT GROUP INC.
Award Agreement
to Omnibus Incentive Plan

Eat Well Investment Group Inc. (“**Us**” or “**Our**”) hereby grants the following Award(s) to you subject to the terms and conditions of this Award Agreement (the “**Agreement**”), together with the provisions of Our Omnibus Incentive Plan dated effective August 12, 2026 (the “**Plan**”) in which you qualify as a “Participant”, all the terms of which are hereby incorporated into this Agreement:

Name and Address of Participant: ____

Date of Grant: ____

Type of Award: ____

Total Number of Awards Granted: ____

Vesting Date(s): ____

1. The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Agreement and all capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Plan.

2. Each notice relating to the Award must be in writing and signed by the Participant or the Participant’s legal representative. All notices to Us must be delivered personally or by prepaid registered mail and must be addressed to Our Corporate Secretary. All notices to the Participant will be addressed to the principal address of the Participant on file with Us. Either the Participant or Us may designate a different address by written notice to the other. Any notice given by either the Participant or Us is not binding on the recipient thereof until received.

3. Nothing in the Plan, in this Agreement, or as a result of the grant of an Award to you, will affect Our right, or that of any Affiliate of Ours, to terminate your employment or term of office or engagement at any time for any reason whatsoever. Upon such termination, your rights to exercise Award will be subject to restrictions and time limits, complete details of which are set out in the Plan.

EAT WELL INVESTMENT GROUP INC.

By: ____
Authorized Signatory

I have read the foregoing Agreement and hereby accept the Award in accordance with and subject to the terms and conditions of the Agreement and the Plan. I agree to be bound by the terms and conditions of the Plan governing the Award.

____ ____
Date Accepted Signature

Schedule B – Form of Exercise Notice

EXERCISE NOTICE FOR OPTIONS

Eat Well Investment Group Inc.
1305 – 1090 West Georgia Street
Vancouver, BC V6E 3V7

Re: Notice of Exercise - Options

Attn: Chief Financial Officer of Eat Well Investment Group Inc. (the "Company")

This letter is to inform the Chief Financial Officer of the Company that I, __________________________, wish to exercise _________ Options, at _______ per Share, on this _____ day of ______________, 20____.

The terms and conditions of the Omnibus Incentive Plan are hereby incorporated by reference as terms and conditions of this Notice and all capitalized terms used herein, unless expressly defined in a different manner, have the meanings ascribed thereto in the Omnibus Incentive Plan.

I represent, warrant and certify that, at the time of exercise of the Options, I am not in the United States, I am not a "U.S. person" (as defined in Regulation S under the United States Securities Act of 1933, as amended), and I am not exercising the Options for the account or benefit of a U.S. person or a person in the United States, and I did not execute or deliver this exercise form in the United States.

Payment issued in favour of Eat Well Investment Group Inc. for the amount of ________________ will be forwarded, including withholding tax amounts.

Please register the Share certificate or DRS advice in the name of:

Name of Optionee: ____

Address: ____

____

Please send Share certificate or DRS advice to:

Name of Optionee: ____

Address: ____

____

Sincerely,

____ ____
Date Accepted Signature