

TRUST DECLARATION AND VOTING TRUST AGREEMENT

THIS TRUST DECLARATION AND VOTING TRUST AGREEMENT (the “**Agreement**”) is effective May 16, 2024 (the “**Effective Date**”)

BETWEEN Mitchell Scott, an individual with a business address of 2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3, Canada
(the “**Voting Trustee**”)

AND THE BETTER BUTCHERS INC., a corporation existing under the provincial laws of British Columbia with its registered office at 2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3, Canada
(the “**Corporation**”)

AND The shareholders of the Corporation listed in Schedule A of this Agreement
(collectively with any subsequent shareholders who become party hereto under Section 2.9 or Section 6.1, the “**Shareholders**” and each a “**Shareholder**”)

WHEREAS

I. Each Shareholder will, upon exercise of Convertible Securities (as defined herein) to be acquired by such Shareholder own Shares (as defined herein) and may from time to time acquire additional Shares, and, upon acquisition of any such Shares, each Shareholder will promptly deposit the Certificates representing all such Shares with the Voting Trustee.

II. Each Shareholder believes it to be in his or her best interests and the Corporation believes it to be in the best interests of the Corporation that each Shareholder deposits all of the Shares to be held by the Shareholder (when issued), including, without limitation, any Shares to be acquired upon conversion, exercise, or exchange of Convertible Securities, in a voting trust and that such Shares be voted by the Voting Trustee as provided in this Agreement and that any rights of consent, approval, and waiver under the Corporation's constating documents or any shareholders' agreement be exercised by the Voting Trustee as provided in this Agreement.

III. Each Shareholder will (when issued), including, without limitation, any Shares to be acquired upon conversion, exercise, or exchange of Convertible Securities, deposit all of the Shares then held by each of them (the “**Deposited Shares**”) with the Voting Trustee pursuant to this Agreement.

IV. The Voting Trustee has agreed to act as a trustee of the trust created by this Agreement on the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, that the parties agree as follows herein.

Article 1 DEFINITIONS

1.1 Definitions. Whenever used in this Agreement, the following words and terms have the meanings set out below:

“**Act**” means the *Business Corporations Act* (British Columbia).

“Affiliate” means with respect to any Person (the **“First Person”**):

- (a) a Person who directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, the First Person, including, without limitation, any general partner, managing member, officer or director of such Person;
- (b) a Person that directly or indirectly beneficially owns fifty percent (50%) or more of the participating equity of the First Person; a Person in respect of which the First Person holds fifty percent (50%) or more of the participating equity of such Person; or
- (c) any venture capital fund now or hereafter existing that is controlled by or under common control with one or more general partners or managing members of, or shares the same management company or advisory company with, such Person.

“Agreement” means this Trust Declaration and Voting Trust Agreement and all attached schedules and any exhibits thereto, and all instruments supplementing or amending or confirming this Agreement, and **“Article”** or **“Section”** means and refers to the specified article or section of this Agreement.

“Board of Directors” are the persons who are, from time to time, duly elected as directors of the Corporation.

“Certificate” means, with respect to Shares held by the Shareholder, any of the following, as applicable: (i) a certificate representing such Shares if held on a certificated basis; (ii) a Direct Registration System (DRS) Advice evidencing book-entry ownership of such Shares if held through the Direct Registration System; or (iii) such other relevant evidence of ownership of such Shares as may be applicable, so long as such evidence of ownership may be validly deposited as Deposited Shares pursuant to the terms of this Agreement.

“Control”, **“Controlled”** or **“Controls”** means, in respect of a particular Person, either (i) possession by another Person or group of other Persons, acting in concert, directly or indirectly through one or more intermediaries, of the right or power to direct or cause the direction of management and policies of such Person, whether through ownership of voting securities, operation of law, contract or otherwise, and including acting in the capacity of a general partner of a limited partnership or a trustee of a trust, or (ii) direct or indirect beneficial ownership of fifty percent (50%) or more of the participating equity of such Person.

“Convertible Securities” means any securities of the Corporation that are convertible, exchangeable or exercisable into Shares, including but not limited to share purchase warrants, convertible debt instruments (including convertible notes and convertible debentures), simple agreements for future equity and stock options.

“Deposited Shares” has the meaning given to it in the Recitals to this Agreement.

“Encumbrance” means any mortgage, lien, pledge, assignment, charge, security interest, hypothec, levy, execution, seizure, attachment, garnishment, rights of distress or other claim.

“Person” means an individual, sole proprietorship, entity, partnership, limited liability company, corporation, unincorporated association, unincorporated syndicate, joint venture, unincorporated organization, trust, body corporate, a government or any agency or political subdivision thereof and a natural person in his or her capacity as trustee, executor, administrator, or other legal representative.

“Sale of the Corporation” shall mean a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from the Shareholders such number of Shares representing more than fifty percent (50%) of the outstanding voting power of the Corporation (a **“Share Sale”**), or as the case may be, a transaction that qualifies as a **“Deemed Liquidation Event”** as such term may be defined in the articles of incorporation of the Corporation.

“Shares” means all shares in the capital of the Corporation, including without limitation all shares in the capital of the Corporation issued pursuant to conversion, exchange, or exercise of Convertible Securities, whether or not subject to conditions.

“Transfer” means to sell, assign, surrender, gift, transfer, pledge, mortgage, charge, create a security interest in, hypothecate or otherwise encumber, dispose, or deal with any of the Deposited Shares or any interest, whether legal or beneficial, in the Deposited Shares.

“Voting Trust Certificate” means a certificate of an officer of the Corporation evidencing the beneficial ownership by such Shareholder of the Deposited Shares held by the Voting Trustee on behalf of such Shareholder.

Article 2

VOTING TRUST AND DEPOSIT OF SHARES

2.1 Creation of Trust. The Voting Trustee hereby agrees to hold the \$1.00 initial contribution from the Corporation in trust subject to the terms and conditions of this Agreement.

2.2 Initial Contribution. The Corporation, being the initial settlor, hereby transfers concurrent with the execution and delivery of this Agreement, the initial contribution set forth in Section 2.1 to the Voting Trustee for the purpose of settling the voting trust created by this Agreement.

2.3 Return of Initial Contribution. Immediately after the initial deposit of Deposited Shares pursuant to Section 2.4, the Voting Trustee will return the initial contribution set forth in Section 2.1 to the Corporation.

2.4 Delivery and Deposit of Shares. Each Shareholder hereby agrees that:

- (a) upon issuance and allotment of such, it will assign and transfer to the Voting Trustee the legal interest in all Shares which the Shareholder owns to be held in trust by the Voting Trustee in accordance with the terms of this Agreement;
- (b) it will deposit with the Voting Trustee the Certificates for such Shares, accompanied by a proper instrument of transfer duly executed in favour of the Voting Trustee; and
- (c) it will assign and transfer to (or cause to be assigned and transferred to) the Voting Trustee the legal interest in all Shares from time to time acquired by the Shareholder and deposit with the Voting Trustee the Certificates for such subsequently acquired Shares of the Corporation, duly endorsed in favour of the Voting Trustee or accompanied by a proper instrument of assignment duly executed in favour of the Voting Trustee.

2.5 Representations and Warranties of the Shareholder. Each Shareholder severally represents and warrants in favour of all other parties to this Agreement that:

- (a) at the date hereof and all material times following the issuance of the Deposited Shares to the Shareholders, the Shareholder owns beneficially and of record the Deposited Shares set forth opposite such Shareholder's name in Schedule A, and has good and marketable title to such Deposited Shares, such Deposited Shares are not subject to any Encumbrance, and no Person has any rights to become a holder of or to possess any of the Deposited Shares;
- (b) if the Shareholder is a natural person: (i) he or she has the capacity to enter into and give full effect to this Agreement; (ii) he or she has duly executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation against him or her in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights, and to the fact that equitable remedies, such as specific performance and injunction, are discretionary remedies; and (iii) the execution and delivery by him or her of this Agreement, and the performance of his or her obligations under this Agreement, do

not and will not breach or result in a default under any contract or covenant by which he or she is bound; and

- (c) if the Shareholder is a corporation or a trust: (i) it is a corporation duly incorporated or a trust duly constituted (as applicable) and existing under the laws of the jurisdiction of its incorporation, amalgamation, continuance or formation and has all necessary power and capacity, corporate or otherwise, to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by such Shareholder, and this Agreement constitutes a legal, valid and binding obligation against it in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights, and to the fact that equitable remedies, such as specific performance and injunction, are discretionary remedies; (iii) no authorization, consent, permit or approval of, exemption or other action by, filing with, or notice to, any governmental authority or other Person is required in connection with the execution and delivery by it of this Agreement or the performance of its obligations under this Agreement; and (iv) the execution and delivery by it of this Agreement, and the performance of its obligations under this Agreement, do not and will not breach or result in a default under: (A) any of its constating documents; (B) any law, statute or regulation to which it is subject; or (C) any contract or covenant by which it is bound.

2.6 Voting Trust. The Voting Trustee hereby:

- (a) accepts the trust created by this Agreement, and consents to be the trustee of the trust created by this Agreement and to carry out and discharge his or her duties and obligations hereunder;
- (b) agrees that, upon receipt of one or more Certificates representing Deposited Shares, the Voting Trustee will hold such Deposited Shares in trust and for the benefit of the relevant Shareholder subject to the terms and conditions of this Agreement;
- (c) agrees to deliver to each Shareholder a Voting Trust Certificate evidencing the beneficial ownership by each Shareholder of the Deposited Shares held by the Voting Trustee on behalf of each Shareholder; and
- (d) agrees to keep, at the expense of the Corporation, or cause to be kept, in the registered and records office of the Corporation a record of the registered holders of Voting Trust Certificates and their addresses.

2.7 Beneficial Ownership. Subject to the rights of the Voting Trustee to exercise the voting rights attaching to the Deposited Shares in accordance with this Agreement, the Voting Trustee declares and acknowledges that: (a) the Voting Trustee will be the registered owner of all Deposited Shares subject to the terms and conditions of this Agreement and holds the Deposited Shares in trust for the benefit of the relevant Shareholder; (b) the Deposited Shares are not the property of the Voting Trustee and the Voting Trustee has no personal or beneficial interest in the Deposited Shares; and (c) notwithstanding the deposit of the Deposited Shares by each Shareholder under this Agreement, the Deposited Shares will continue to be beneficially owned by the relevant Shareholder.

2.8 Restrictions on Transfers of Deposited Shares. Each Shareholder agrees he, she or it will not Transfer or create an Encumbrance on any of the Deposited Shares except in compliance with this Agreement. The Corporation will not register on its books and records any Transfer of Deposited Shares unless the provisions of this Agreement have been complied with in full. Any purported Transfer by a Shareholder of Deposited Shares without full compliance with the provisions of this Agreement will be null and void. Notwithstanding anything else included in this Agreement, every Transfer of Deposited Shares will be subject, in addition to the requirements of the constating documents of the Corporation and the Act, to the condition that the proposed transferee, if not already bound by the terms of this Agreement, will first

agree in writing to become a party to and be bound by the terms of this Agreement in the same capacity as the Shareholder who is transferring such Deposited Shares.

2.9 Permitted Transfers

2.9.1 The provisions of Section 2.8 will not apply to any Transfer of Deposited Shares by any Shareholder to a trust in respect of which the Shareholder serves as trustee, provided that the trust instrument governing such trust will provide that the Shareholder, as trustee, will retain sole and exclusive control over the voting and disposition of the Deposited Shares until the termination of this Agreement.

2.9.2 The transferee of the Deposited Shares will hold the Deposited Shares so acquired with all the rights conferred, and subject to all the restrictions imposed by this Agreement, and as a condition to such Transfer, the transferee will, if not already a party to this Agreement, execute and deliver a counterpart and acknowledgment, in the form acceptable to the Corporation, agreeing to be bound by the terms of this Agreement as the Shareholder. Notwithstanding the completion of any Transfer of the Deposited Shares by a Shareholder pursuant to this Section 2.9, the transferring Shareholder will continue to be bound by all the obligations hereunder as if he, she or it continued to be a shareholder of the Corporation and perform such obligations to the extent that the transferee fails to do so. Upon a transfer of Deposited Shares, the relevant Voting Trust Certificate will be returned by the transferring Shareholder to the Corporation for cancellation and a new Voting Trust Certificate will be issued in respect of the Deposited Shares now beneficially owned by the transferee.

2.10 Dividends and Further Issue of Shares

2.10.1 If the Shareholders will receive any Shares in the Corporation issued by way of stock split, dividend upon or in exchange for any of the Deposited Shares, pursuant to a consolidation, subdivision, reclassification, or other reorganization of the Corporation's share capital, or upon the exercise of any option, warrant or other similar right, each Shareholder will immediately assign and transfer the legal interest in all such Shares and deposit the Certificate(s) for such Shares with the Voting Trustee on the same terms and conditions as the original Deposited Shares and the Voting Trustee will hold such Shares and Certificates in trust in accordance with the terms of this Agreement.

2.10.2 The Voting Trustee and each Shareholder hereby irrevocably and unconditionally direct the Corporation to pay all cash dividends, and all other monies which may become due and payable to each Shareholder, whether by reason of dissolution, liquidation, disposition or otherwise, directly to the Shareholder. The Voting Trustee will have no liability with respect to payments made by the Corporation pursuant to this Section 2.10.2.

2.11 Dissolution and Liquidation

2.11.1 Upon the dissolution or total or partial liquidation of the Corporation, whether voluntary or involuntary, if the Voting Trustee will receive moneys or other property to which the Shareholders are entitled upon such dissolution or liquidation, the Voting Trustee will distribute the same to each Shareholder, and upon such distribution all further obligation or liability of the Voting Trustee with respect to the distribution of such moneys or other property will cease and terminate.

2.11.2 In the event of the dissolution or total liquidation of the Corporation, this Agreement will terminate, and the Shareholder will have no further rights hereunder, except the right under the Shareholders' respective portion of the moneys or other property received by the Voting Trustee pursuant to Section 2.11.1.

Article 3 VOTING TRUSTEE AND VOTING OF SHARES

3.1 Rights of Voting Trustee

3.1.1 The Voting Trustee may purchase, sell, own or hold Shares in the capital of the Corporation, may contract with and be compensated by the Corporation, and may be or become pecuniarily interested in any

matter or transaction to which the Corporation may in any way be concerned, as fully and freely as if the Voting Trustee were not the Voting Trustee.

3.1.2 The Voting Trustee may vote any Shares in the Corporation owned legally and beneficially by the Voting Trustee without regard to this Agreement.

3.1.3 Nothing in this Agreement will be deemed to restrict the Voting Trustee from acting in any capacity on behalf of a Shareholder, the Corporation or from being a creditor of the Corporation.

3.1.4 The trust created by this Agreement is hereby declared to be irrevocable, and the Shareholders will have no right to replace or remove the Voting Trustee without the Voting Trustee's written consent.

3.1.5 The Voting Trustee will be entitled to be reimbursed by the Corporation for any documented costs and expenses reasonably incurred by the Voting Trustee in the performance of the services under this Agreement.

3.2 Resignation of Voting Trustee

3.2.1 The Voting Trustee may resign at any time on 30 days written notice to the Corporation and each Shareholder.

3.2.2 The Voting Trustee will be deemed to have immediately resigned, without any notice being required: (a) upon his or her death; (b) in case of disability that prevents him or her from properly performing his or her functions hereunder; (c) where he, she, or it files a voluntary petition in bankruptcy or files a voluntary petition or files any proposal or notice of intent to file a proposal, or files any application or otherwise commences any action or proceeding seeking reorganization, arrangement, consolidation or readjustment of its debts or which seeks to stay or has the effect of staying any creditors, or for any other relief under the *Bankruptcy and Insolvency Act* (Canada), or under any other bankruptcy, insolvency, liquidation, winding-up, corporate or similar statute or law, provincial, state or federal, now or hereafter existing, or consents to, approves of or acquiesces in any such petition, proposal, action or proceeding; or (d) where he or she is a director or officer of the Corporation, upon his or her ceasing to be a director or officer of the Corporation.

3.2.3 The resignation of the appointment of the Voting Trustee in accordance with Section 3.2.1 will not be effective until a successor Voting Trustee has been appointed by the Corporation, but in any case no later than 60 days from the date that the written notice as set out in Section 3.2.1 has been delivered in accordance with Article 5. Immediately upon resignation of the Voting Trustee in accordance with Section 3.2.1, the Corporation will provide notice thereof to the Shareholders.

3.3 Appointment of Successor Voting Trustee. In the event of the resignation or deemed resignation of the Voting Trustee, the Corporation will promptly appoint a successor Voting Trustee. The successor Voting Trustee will execute and deliver an agreement to be bound by the provisions of this Agreement and will thereupon have the same rights, powers, obligations and discretion as though originally appointed as Voting Trustee without any further assurance, conveyance, act or deed, but there will be immediately executed all such conveyances or other instruments as may, in the opinion of the Corporation's counsel, be necessary or advisable including, but not limited to, the transfer of the legal interest in all Deposited Shares and the Certificates representing such Deposited Shares to the successor Voting Trustee.

3.4 Shareholder Acknowledgement of Successor Voting Trustee. Each Shareholder hereby consents to the appointment of any successor Voting Trustee appointed pursuant to Section 3.3.

3.5 No Further Duties of the Voting Trustee. At the time any Voting Trustee resigns or is deemed to have resigned, such Person will be discharged of and from all future duties and obligations arising in connection with this Agreement.

3.6 Voting of Deposited Shares

3.6.1 Each Shareholder agrees that once the Shareholder has assigned and transferred the Shareholder's legal interest in the Deposited Shares to be held in trust by the Voting Trustee and for so long

as a Shareholder is the beneficial owner of any Deposited Shares, any and all right and power to make any and all decisions with respect to any and all matters respecting the Corporation which the Shareholder would otherwise have authority to vote upon, consent to, approve, waive, ratify or otherwise authorize which such Shareholder may have or may in the future have by virtue of such Shareholder's ownership of the Deposited Shares or by virtue of the Corporation's constating documents (the "**Trustee Voting Rights**") will be exercised exclusively by the Voting Trustee in accordance with the voting, consent, approval and waiver instructions of the Shareholder set out in Section 3.6.2, including, without limitation: in respect of any matter that, under the Act, requires approval by the holders of Shares of the Corporation voting separately as a class; or in respect of any matter to be approved by shareholders of the Corporation pursuant to the constating documents of the Corporation or under the Act.

3.6.2 Each Shareholder hereby irrevocably instructs and authorizes the Voting Trustee, on behalf of the Shareholders, to at all times and from time to time during the term of this Agreement exercise all Trustee Voting Rights in favour of the following matters:

- (a) the annual waiver of the requirement for the Corporation to appoint an auditor in accordance with the Act;
- (b) the annual waiver of the requirement for the Board of Directors to produce and publish financial statements in accordance with the Act, or the annual approval of such financial statements, as applicable;
- (c) any debt or equity financing of the Corporation (including any initial public offering) which has been determined by the Board of Directors to be in the best interests of the Corporation to proceed with, including, without limitation, any changes to the rights, privileges, restrictions and conditions attaching to any Shares or to the Corporation's constating documents that may, in the opinion of the Board of Directors, be necessary or desirable to facilitate any such debt or equity financing of the Corporation (including any initial public offering);
- (d) if a Sale of the Corporation is to occur for which Drag-Along Approval (as defined below) has been obtained, and such Sale of the Corporation requires shareholder approval, the Voting Trustee shall vote all Shares in favour of, and adopt, such Sale of the Corporation (together with any related amendment to the Articles of Incorporation of the Corporation required to implement such Sale of the Corporation) and shall vote in opposition to any and all other proposals that could delay or impair the ability of the Corporation to consummate such Sale of the Corporation;
- (e) if a Sale of the Corporation is to occur for which Drag-Along Approval has been obtained, and if the Selling Investors (as defined below), in connection with such Sale of the Corporation, appoint a shareholder representative (the "**Shareholder Representative**") with respect to matters affecting the Shareholders under the applicable definitive transaction agreements following consummation of such Sale of the Corporation, the Voting Trustee shall vote in favour of and consent to: (A) the appointment of such Shareholder Representative; (B) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations; and (C) the payment of such Shareholder's proportionate portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Shareholder Representative in connection with such Shareholder Representative's services and duties in connection with such Sale of the Corporation and its related service as the representative of the Shareholders; and
- (f) any other matter for which shareholders of the Corporation are being asked to vote upon, consent to, approve, waive, ratify or otherwise authorize, only to the extent that the Board of Directors has notified the Voting Trustee that such matter has been approved by holders

of at least 50.1% of the Shares in the capital of the Corporation (either present and voting or represented by proxy at a meeting of shareholders of the Corporation or by way of resolutions in writing or consents, approvals and waivers in writing executed by such shareholders of the Corporation),

provided, however, that if with respect to the matter to be approved pursuant to Section 3.6.2(f), the Board of Directors has notified the Voting Trustee that such matter has not received the approval by holders of at least 50.1% of the Common shares in the capital of the Corporation (either present and voting or represented by proxy at a meeting of shareholders of the Corporation or by way of resolutions in writing or consents, approvals and waivers in writing executed by such shareholders of the Corporation), the Voting Trustee is hereby irrevocably instructed and authorized by each Shareholder to exercise all Trustee Voting Rights against such matter.

3.6.3 The Voting Trustee may choose, at their sole discretion, to appoint another Person to exercise the right at a meeting or to execute consents, approvals, waivers, resolutions, or other documents which has been given to the Voting Trustee hereunder, to whom the Voting Trustee will give a proxy to vote or so execute documents in the Voting Trustee's place.

3.7 Drag-Along Obligation

3.7.1 If (i) the holders of at least 50.1% of the Shares in the capital of the Corporation (either present and voting or represented by proxy at a meeting of shareholders of the Corporation or by way of resolutions in writing or consents, approvals and waivers in writing executed by such shareholders of the Corporation) (collectively, the **"Selling Investors"**); and (ii) the Board of Directors of the Corporation, approve a Sale of the Corporation in writing, specifying that this Section 3.7 shall apply to such transaction (a **"Drag-Along Approval"**), then each Shareholder, the Voting Trustee and the Corporation hereby agree to the following (collectively, the **"Drag-Along Obligation"**):

- (a) if such transaction requires shareholder approval, the Voting Trustee, on behalf of the Shareholder, shall vote in accordance with Section 3.6.2(d);
- (b) if such transaction is a Share Sale, the Voting Trustee, on behalf of the Shareholder, shall sell the same proportion of share capital of the Corporation beneficially held by such Shareholder as is being sold by the Selling Investors to the Person to whom the Selling Investors propose to sell their Shares, and, except as permitted in Section 3.7.2, on the same terms and conditions as the Selling Investors;
- (c) the Voting Trustee, on behalf of the Shareholder, shall execute and deliver all related documentation and take such other action in support of the Sale of the Corporation as shall reasonably be requested by the Corporation or the Selling Investors in order to carry out the terms and provision of this Section 3.7, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, amalgamation agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share Certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;
- (d) the Voting Trustee, on behalf of the Shareholder, shall not deposit, and shall cause the Affiliates of the Shareholder not to deposit, except as provided herein, any Shares owned by the Shareholder or the Shareholder's Affiliates in a voting trust or subject any Shares owned by the Shareholder or the Shareholder's Affiliates to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquiror in connection with the Sale of the Corporation;
- (e) the Voting Trustee, on behalf of the Shareholder, and the Shareholder shall refrain from exercising any dissent rights or rights of appraisal under applicable law at any time with respect to such Sale of the Corporation;

- (f) if the consideration to be paid in exchange for the Shares pursuant to this Section 3.7 includes any securities and due receipt thereof by any Shareholder would require under applicable law: (i) the registration or qualification of such securities or of any Person as a broker or dealer or agent with respect to such securities; or (ii) the provision to any Shareholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”), the Corporation may cause to be paid to any such Shareholder in place thereof, against surrender of the Shares which would have otherwise been sold by such Shareholder, an amount in cash equal to the fair value (as determined in good faith by the Corporation) of the securities which such Shareholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares; and
- (g) if the Selling Investors, in connection with such Sale of the Corporation, appoint a Shareholder Representative as described in Section 3.6.2(e): (i) the Voting Trustee, on behalf of the Shareholder, shall consent to the matters outlined in Section 3.6.2(e); and (ii) the Shareholder shall not assert any claim or commence any suit against the Shareholder Representative or any other Shareholder with respect to any action or inaction taken or failed to be taken by the Shareholder Representative in connection with its service as the Shareholder Representative, absent fraud or willful misconduct.

3.7.2 Notwithstanding the foregoing, unless otherwise agreed to in writing by the Shareholder specifically referring to this Section 3.7.2, a Shareholder will not be required to comply with Section 3.7.1 in connection with any proposed Sale of the Corporation (the “**Proposed Sale**”), unless:

- (a) any representations and warranties to be made by such Shareholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares and residency of the Shareholders for tax purposes, including, but not limited to, representations and warranties that: (i) the Shareholder holds all right, title and interest in and to the Shares such Shareholder purports to hold, free and clear of all liens and encumbrances; (ii) the obligations of the Shareholder in connection with the transaction have been duly authorized, if applicable; (iii) the documents to be entered into by the Shareholder have been duly executed by the Shareholder and delivered to the acquirer and are enforceable against the Shareholder in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into by the Shareholder in connection with the transaction, nor the performance of the Shareholder’s obligations thereunder, will cause a breach or violation of the terms of any agreement to which the Shareholder is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Shareholder;
- (b) the Shareholder is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale, other than the Corporation (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Corporation or, if applicable, a breach by any shareholder of any of identical representations, warranties and covenants provided by all shareholders);
- (c) the liability for indemnification, if any, of such Shareholder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Corporation or its Shareholders in connection with such Proposed Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Corporation or, if applicable, a breach by any shareholder of any of identical representations, warranties and

covenants provided by all shareholders), and subject to the provisions of the Articles related to the allocation of the escrow, is proportionate to, and does not exceed, the amount of consideration paid to such Shareholder in connection with such Proposed Sale;

- (d) liability shall be limited to such Shareholder's applicable share (determined based on the respective proceeds payable to each Shareholder in connection with such Proposed Sale in accordance with the provisions of the Articles of Incorporation of the Corporation) of a negotiated aggregate indemnification amount that applies equally to all Shareholders but that in no event exceeds the amount of consideration otherwise payable to such Shareholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Shareholder, the liability for which need not be limited as to such Shareholder;
- (e) upon the consummation of the Proposed Sale (i) each holder of each class or series of Shares will receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of Shares, and (ii) the aggregate consideration receivable by all holders of Shares shall be allocated among the holders of each such class of Shares on the basis of the relative liquidation preferences to which the holders of each respective class or series of Shares are entitled in a "Deemed Liquidation Event" (if such term is contained and defined in the constating documents of the Corporation and assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event in accordance with the those constating documents); provided however, that, notwithstanding the foregoing, if the consideration to be paid in exchange for Shares, pursuant to this Section 3.7.2(e) includes any securities and due receipt thereof by any Shareholder would require under applicable law: (A) the registration or qualification of such securities or of any Person as a broker or dealer or agent with respect to such securities; or (B) the provision to any Shareholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in NI 45-106, the Corporation may cause to be paid to any such Shareholder in place thereof, against surrender of the Shares of such Shareholder, which would have otherwise been sold by such Shareholder, an amount in cash equal to the fair value (as determined in good faith by the Corporation) of the securities which such Shareholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares;
- (f) subject to Section 3.7.2(e) above, requiring the same form of consideration to be available to the holders of any single class or series of Shares, if any holders of any Shares are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such Shares will be given the same option; provided, however, that nothing in this Section 3.7.2(f) shall entitle any holder to receive any form of consideration that such holder would be ineligible to receive as a result of such holder's failure to satisfy any condition, requirement or limitation that is generally applicable to the Shareholders;
- (g) such Shareholder and its Affiliates are not required to amend, extend or terminate any contractual or other relationship with the Corporation, the acquirer or their respective Affiliates, except that the Shareholder may be required to agree to terminate the investment related documents between or among such Shareholder, the Corporation and/or other shareholders of the Corporation; and
- (h) the holders of Shares that are not employees of the Corporation or any of its Affiliates shall not be required to enter into any non-competition, non-solicitation or similar restrictive covenants in favour of the acquirer in connection with a Sale of the Corporation.

3.8 Power of Attorney

3.8.1 Each Shareholder appoints the Voting Trustee as its true and lawful attorney and agent, with full power of substitution, for that Shareholder, and in the Shareholder's name, place and stead, to exercise all powers with respect to: (i) the Trustee Voting Rights as that Shareholder otherwise could exercise such powers; and (ii) the execution and delivery, in the name of and on behalf of such Shareholder, all offers, certificates, instruments, agreements, assignments and documents as may be necessary or desirable in respect of any matter or transaction requiring the execution and delivery, in the name of and on behalf of such Shareholder, of any offers, certificates, instruments, agreements, assignments and documents pursuant to applicable law, or the constating documents of the Corporation in order to give effect to such matter or transaction, including, without limitation, any transaction in respect of which the Drag-Along Obligation described in Section 3.7 of this Agreement is applicable. In particular, the Voting Trustee is hereby irrevocably authorized to execute and deliver, for and on behalf of the Shareholder, any and all consents, approvals, and waivers in respect of any matter requiring the consent, approval or waiver of the shareholders of the Corporation pursuant to applicable law or the constating documents of the Corporation in order to give effect to such consents, approvals and waivers as if they had been executed and delivered by each of the Shareholders.

3.8.2 The power of attorney granted in this Section 3.8 is granted by each Shareholder to the Voting Trustee in consideration for the Voting Trustee agreeing to assume the obligations set forth in this Agreement, including, but not limited to those obligations of the Voting Trustee set forth in Section 3.6 and Section 3.7, and such power of attorney is continuing and irrevocable and is coupled with an interest of the Voting Trustee in the performance of this power of attorney as Chief Executive Officer of the Corporation and will survive the death, disability or dissolution of a Shareholder and extends to the heirs, executors, administrators, successors and assigns of a Shareholder and may be exercised by the Voting Trustee during any subsequent legal incapacity of a Shareholder. Each Shareholder agrees to be bound by any representations and actions made or taken by the Voting Trustee in good faith pursuant to such power of attorney and waives any and all defenses which may be available to contest, negate or disaffirm the representations or actions of the Voting Trustee so taken in good faith under this power of attorney.

3.8.3 The power of attorney granted in this Section 3.8 is not intended to be an enduring power of attorney within the meaning of and governed by the *Power of Attorney Act* (British Columbia) or any similar power of attorney under equivalent legislation in any jurisdiction of Canada.

3.9 Shareholder Waiver, Release and Indemnity

3.9.1 The Shareholders acknowledge and agree that the Voting Trustee will have no obligation to act in the best interests of the Shareholders, notwithstanding any principle of law to the contrary, and each Shareholder waives any and all claims of every kind and nature which the Shareholder may have against the Voting Trustee in the capacity of trustee of the trust created by this Agreement, and releases and agrees to release the Voting Trustee and its successors, appointees, and assigns from any liability whatsoever arising out of or in connection with the exercise of their powers or the performance of his or her duties hereunder including, without limitation, voting the Deposited Shares as a class, except the wilful misconduct or gross negligence of the Voting Trustee.

3.9.2 Each Shareholder agrees to hold the Voting Trustee harmless and indemnify the Voting Trustee, with respect to any and all loss, claims, damage, liability, or expense (including reasonable legal fees) which the Voting Trustee may sustain as a result of any action taken in good faith by the Voting Trustee unless such loss resulted from the willful misconduct or gross negligence of the Voting Trustee in performing his or her obligations hereunder.

3.10 Notification Requirements of Voting Trustee. The Voting Trustee will promptly forward to the relevant Shareholder(s) copies of all notices delivered to him or her on behalf of such Shareholder(s) under applicable law or the constating documents of the Corporation, and the Voting Trustee will promptly forward

on behalf of the Shareholders any notices received by the Voting Trustee required to be delivered by Shareholders to the Corporation under applicable law or the constating documents of the Corporation.

3.11 Proxies and Other Evidence of Authority. Each Shareholder agrees, as and when requested by the Voting Trustee, to execute and deliver: in respect of any meeting of the shareholders of the Corporation or in respect of any resolution put before shareholders of the Corporation for the purpose of voting thereon, such proxies and other evidences of authority as the Voting Trustee may request, which proxies and other evidences will grant to the Voting Trustee complete discretion in voting the Deposited Shares in respect of all matters which may arise for decision at such meeting and any adjournment thereof or in respect of such resolution; and any consents, approvals or waivers in respect of any matter requiring the consent, approval or waiver of the shareholders of the Corporation pursuant to applicable law or the constating documents of the Corporation.

3.12 Sales of Deposited Shares. The Voting Trustee will have no authority to Transfer the Deposited Shares except in accordance with the terms of this Agreement (including, without limitation, Section 3.7 of this Agreement) or as authorized in accordance with the constating documents of the Corporation. Any proceeds arising from any such Transfer of Deposited Shares will not belong to the Voting Trustee and the Voting Trustee will as soon as reasonably practicable pay over all such amounts to the Shareholders in their respective proportions.

3.13 Corporation on Notice. The Corporation acknowledges the terms of this Agreement and agrees not to permit or facilitate any act or omission within its reasonable control which would be contrary to the terms of this Agreement. The Corporation agrees that it will act in accordance with this Agreement, and the Corporation will advise the chairperson of any meeting of shareholders of the Corporation of the provisions of this Agreement.

3.14 Lost Voting Trust Certificates. If a Voting Trust Certificate is lost, stolen, mutilated, or destroyed, the Voting Trustee, at the Voting Trustee's sole discretion, may require the Corporation to issue a duplicate of that Certificate upon receipt from the applicable Shareholder of evidence of the loss or mutilation that is satisfactory to the Voting Trustee, and either:

- (a) if the Voting Trust Certificate was lost, an indemnity satisfactory to the Voting Trustee; or
- (b) the existing Voting Trust Certificate, if mutilated.

3.15 No Implied Duties. Except as expressly provided in this Agreement, the Voting Trustee will have no fiduciary duties or responsibilities under this Agreement or otherwise.

3.16 Shareholder Acknowledgment and Actions. Each Shareholder hereby acknowledges and confirms all of the Voting Trustee's rights and powers as described herein and agrees to take (or refrain from taking) any and all actions and execute and deliver any and all agreements and other documents as may be requested by the Voting Trustee from time to time in support of the foregoing.

Article 4

TERMINATION

4.1 Termination. Upon termination of this Agreement, the Voting Trustee, in exchange for or upon surrender of any Voting Trust Certificates then outstanding, out of the Certificates for Deposited Shares held by the Voting Trustee hereunder, will deliver to the Shareholder a Certificate for the Deposited Shares representing the same number of Shares in the capital of the Corporation as are represented by such Voting Trust Certificate and thereupon all liability of the Voting Trustee for delivery of such share Certificates will terminate.

4.2 Automatic Termination. If not previously terminated in accordance with other sections of this Agreement, the voting trust created by this Agreement and this Agreement will terminate (and such termination will be immediately effective) without any notice or other action of the Voting Trustee, the Corporation or the Shareholders:

- (a) 21 years from the Effective Date, unless extended as provided by law;
- (b) upon the dissolution or bankruptcy of the Corporation or the making by the Corporation of an assignment under provisions of the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada);
- (c) upon the Corporation completing a public offering of shares through a prospectus, registration statement or similar disclosure document that is filed and cleared with one or more securities regulatory authorities; or
- (d) with the written consent of the Voting Trustee and the Corporation.

Article 5 NOTICE

5.1 **Means.** Any notice required or permitted to be given to the parties hereto will be in writing and may be given by prepaid registered post, electronic facsimile transmission, or other means of electronic communication capable of producing a printed copy to the address of the recipient party as set forth herein.

5.2 **Successful Transmission.** Any notice will be deemed to have been given and received by the recipient party: i) if mailed, on the third business day following the mailing thereof; ii) if by electronic communication, on successful transmission; or iii) if delivered, on delivery. If at the time of mailing, or between the time of mailing and the third business day thereafter, there is a strike, lockout or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

5.3 **Notice Information of the Parties.** Notices to the Voting Trustee and Corporation shall be delivered to addresses of each party as set out on the first and emails as set out below and notices to Shareholders shall be delivered to the information provided in Schedule A.

Voting Trustee

Mitchell Scott, Voting Trustee
mitchell@thebetterbutchers.com
2900 - 550 Burrard Street, Vancouver, British
Columbia, V6C 0A3, Canada

Corporation

THE BETTER BUTCHERS INC.,
attn: Chief Executive Officer
Mitchell Scott mitchell@thebetterbutchers.com
2900 - 550 Burrard Street, Vancouver, British
Columbia, V6C 0A3, Canada

5.4 **Change of Address.** Any party may, from time to time, change their address or email by giving notice to the other parties in accordance with the provisions of this Article 5.

Article 6 MISCELLANEOUS

6.1 **Additional Parties.** Notwithstanding anything to the contrary contained herein, if: (i) the Corporation issues or agrees to issue any Shares or Convertible Securities to any Person after the date hereof; or (ii) a Shareholder transfers any Shares or Convertible Securities to any Person after the date hereof, any such Person may become a party to this Agreement by executing and delivering an instrument of accession in the form attached as Exhibit A to this Agreement, or other form similar in intent and nature, as otherwise may be acceptable to the Corporation and the Voting Trustee.

6.2 **Assignment.** Neither this Agreement nor any rights or obligations under this Agreement will be assignable by any party without the prior written consent of the Voting Trustee and the Corporation. Subject thereto, this Agreement will enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party) and permitted assigns.

6.3 Governing Law and Attornment

6.3.1 This Agreement will be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

6.3.2 Each of the parties irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the Province of British Columbia to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by applicable law, each of the parties:

- (a) irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the Province of British Columbia, or that the subject matter of this Agreement may not be enforced in the courts of the Province of British Columbia;
- (b) irrevocably agrees not to seek, and waives any rights to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 6.3, of the substantive merits of any suit, action or proceeding; and
- (c) to the extent a party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that party irrevocably waives that immunity in respect of its obligations under this Agreement.

6.4 Severability. If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision will, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

6.5 Further Assurances. Each party will, at that party's own cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by any other to give effect to this Agreement and, without limiting the generality of this Section 6.5, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required at any time by all governmental authorities having jurisdiction over the affairs of a party or as may be required at any time under applicable law.

6.6 Headings. Headings of Articles and Sections are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement.

6.7 Gender. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

6.8 Language. The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including authorizations, exhibits, notices, and schedules, have been and will be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en Anglais seulement.*

6.9 Independent Legal Advice. The parties acknowledge that they have entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The parties to this Agreement acknowledge that they have been afforded the opportunity to obtain independent legal advice and if a party has executed this Agreement without the benefit of independent legal advice, such party hereby waives the right to receive such independent legal advice.

6.10 Amendment. This Agreement may be amended only with the written consent of the Corporation, the Voting Trustee and each of the Shareholders.

6.11 Representations and Warranties Continuously Given. All representations and warranties given by the Shareholders contained in this Agreement are deemed to be continuously given during the term of this Agreement.

6.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and sets out all the covenants, promises, warranties, representations, conditions, understandings, and agreements between the parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written between the parties.

6.13 Counterparts. This Agreement and its schedules, exhibits, or any other document required in the performance of this Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument. This Agreement will become binding when one or more counterparts taken together will have been executed and delivered by each party. Execution and delivery of counterparts of this Agreement by facsimile or other electronic means by any party will be binding on all parties to this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the Effective Date.

SIGNED AND DELIVERED by:

Voting Trustee

Corporation
THE BETTER BUTCHERS INC.

Mascto

Mascto

Mitchell Scott

By: _____

Name: Mitchell Scott
Title: Chief Executive Officer

Shareholder [if listed in Schedule A]
