Organto Foods Inc.
410 – 1111 Melville Street
Vancouver, BC
V6E 3V6
Canada
www.organto.com

NOTICE OF ANNUAL GENERAL MEETING OF SHAREHOLDERS

The annual general meeting of Shareholders of **ORGANTO FOODS INC.** (the "**Company**") will be held at 36 Toronto Street, Suite 805, Toronto, Ontario M5C 2C5, on Wednesday, March 12, 2025, at 1:00 p.m., local time, (the "**Meeting**"). At the Meeting, the shareholders will receive the financial statements for the years ended December 31, 2023 and 2022, together with the auditors' report thereon, and consider resolutions to:

1. To elect directors of the Company for the ensuing year;
2. To appoint the Company's auditor for the ensuing year;
3. To ratify and approve the Company's Share Option Plan for continuation until the next annual general meeting of the Company;
4. To ratify and approve the Company's Restricted Share Unit Plan for continuation until the next Annual General Meeting.; and
5. To consider and take action on any such matters that may properly come before the Meeting.

An Information Circular accompanies this Notice and contains details of matters to be considered at the Meeting.

Shareholders of record on the Company's books at the close of business on February 3, 2025, are entitled to attend and vote at the Meeting or any adjournment thereof.

If you are a Registered Shareholder and wish to have your vote counted, 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 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.

If you are a Non-Registered Shareholder and have received this Notice of Meeting and accompanying materials through an Intermediary, please complete and return the voting instructions form ("Voting Instruction Form") provided to you in accordance with the instructions provided therein.

DATED at Vancouver, British Columbia, February 5, 2025

BY ORDER OF THE BOARD

"Steve Bromley"

Steve Bromley
CEO

Organto Foods Inc.
410 – 1111 Melville Street
Vancouver, BC
V6E 3V6 Canada
www.organto.com

ORGANTO FOODS INC.

FORM 51-102F5
INFORMATION CIRCULAR

For its Annual General Meeting of Shareholders
to be held on
March 12, 2025

Dated: February 5, 2025

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INSTRUCTIONS

General

Purpose of Circular

This Information Circular (this **"Circular"**) is furnished in connection with the solicitation of proxies by ORGANTO FOODS INC. (the **"Company"**) for use at the ANNUAL GENERAL MEETING ("AGM) of its shareholders to be held at 36 Toronto Street, Suite 805, Toronto, Ontario, M5C 2C5 on March 12, 2025 at 1:00 pm EST (the **"Meeting"**) for the purposes as described in more detail in this Circular, including:

1. To elect the directors of the Company for the ensuing year;
2. To appoint the Company's auditors for the ensuing year;
3. To ratify and approve the Company's Share Option Plan for continuation until the next annual general meeting of the Company;
4. To ratify and approve the Company's Restricted Share Unit ("RSU") Plan for continuation until the next Annual General Meeting; and
5. To consider and take action on any such matters that may properly come before the Meeting.

If you are a Registered Shareholder and wish to have your vote counted, 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 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.

If you are a Non-Registered Shareholder and have received this Notice of Meeting and accompanying materials through an Intermediary, please complete and return the voting instructions form ("Voting Instruction Form") provided to you in accordance with the instructions provided therein.

Date of Circular

The date of this Circular is February 5, 2025. All information contained in this Circular is as at February 5, 2025 unless otherwise stated.

All references herein to the "Company", "we", "our", and terms of a similar nature, for periods prior to the time of closing of the reverse takeover (as detailed below) are to the business and operations of "Columbus Exploration Corporation", and all references pertaining to a date or period occurring after the time of closing of the reverse takeover are to the business and operations of Organto Foods Inc.

Important Information

Introductory Background and Most Recently Completed Financial Years

The Company was originally incorporated on May 18, 2007, as Columbus Exploration under the laws of the Province of British Columbia, Canada. In late 2015 it changed its name to Organto Foods Inc. after a reverse takeover by Agricola Nuova Terra S.A. ("Agricola"), a privately owned business in Guatemala focused on the production and distribution of organic and non-genetically modified ("non-GMO") vegetables which then became a wholly-owned subsidiary of Organto Foods Inc.

In January 2021, the Company acquired Fresh Organic Choice BV ("FORC"), a privately held Dutch corporation which provided a wide range of fresh-cut organic herbs, marketed under the Fresh Organic

Choice brand and also in private label formats to customers throughout Europe. FORC employed a strategic asset-light business model and sourced its products from a diverse group of European and African growers.

In November 2021, the Company acquired Beeorganic BV (“BEE”), a privately held Dutch corporation which provided organic bananas which are sold year-round throughout Europe. BEE also employed a strategic asset-light business model, with sourcing from growers in the Caribbean.

Also in November 2021, the Company acquired the operating assets, including customer and supplier relationships and certain trademark applications, of ZMS, a privately held Dutch corporation controlled by Organto’s then co-CEO. ZMS sold non-GMO and organic raspberries, snow peas, sugar snaps and fine green beans sourced from a number of African-based growing regions to a variety of European customers. The ZMS assets were operated by Organto Europe B.V., the Company’s wholly owned subsidiary in the Netherlands.

In January 2023, the Company acquired NFG New Fruit Group GmbH (“NFG”), a privately held German corporation focused on organic and non-GMO banana and mango. NFG has sales and marketing offices in Germany and Italy and is a fully certified organic products supplier with a European sales focus and a strong existing retail customer base in Germany, Italy, France and Denmark. NFG has global supply relationships with established grower partners in the Caribbean, South America and Africa and a leadership team with extensive global organic fruit and vegetable experience.

On September 29, 2023 the Company consolidated its shares on a one for ten basis. All references to the number of shares, stock options and restricted share units herein have been stated on a post-consolidation basis.

In June 2024 the Company sold its interest in FORC, BEE and Organto Europe B.V. (the (“Sold Subsidiaries”) to an independent third-party purchaser (“Purchaser”), as part of the Company’s efforts to reposition its business and strengthen its balance sheet. The Purchaser acquired all the outstanding shares in the capital of each of the Sale Subsidiaries for Euro 1 and assumed all of the Sale Subsidiaries’ assets and liabilities. The Company realized a gain of $2.6 million on the sale of these subsidiaries. NFG has become the Company’s key operating entity focusing on organic and fairtrade bananas, ginger, mangos and other seasonal products.

The Company is listed on the TSX Venture exchange under the trading symbol “OGO”, on the OTCQB in the United States under the symbol “OGOFF” and on the Frankfurt Stock Exchange under the trading symbol “OGF”.

In July 2024 the Company was issued a failure-to-file cease trade order (“FFCTO”) under Multilateral Instrument 11-103 *Failure-To-File Cease Trade Orders in Multiple Jurisdictions* by the British Columbia Securities Commission (“BCSC”). The FFCTO was issued as a result of the delay in the filing of the Company’s annual audited financial statements, management's discussion and analysis and related Officer certifications for the fiscal year ended December 31, 2023, as well as the Company’s interim financial statements, management's discussion and analysis and related Officer certifications for the three-month period ended March 31, 2024. Under National Instrument 51-102 *Continuous Disclosure Obligations*, the annual filings were required to be made no later than April 29, 2024, and the interim filings were required to be made no later than May 30, 2024. The BCSC had previously issued, on May 1, 2024, a management cease trade order, which was replaced by the FFCTO. The delay in filing the annual filings, which was a result of a change in Company personnel in late 2023 and other unexpected delays, had a cascading effect which caused the Company to be late in filing its interim filings for both the three-month period ended March 31, 2024, and the six-month period ended June 30, 2024. In October 2024, the Company filed its annual audited financial statements, management's discussion and analysis and related Officer certifications for the fiscal year ended December 31, 2023, as well as its interim financial statements, management's discussion and analysis and related Officer certifications for the three-month period ended March 31, 2024. In November 2024, The Company filed its interim financial statements, management's discussion and analysis and related Officer certifications for the three- and six-month periods ended June 30, 2024 and three and nine-month periods ended September 30, 2024. With the Company's filings up to date, the BCSC revoked the FFCTO in January 2025 and the Company submitted a written application to the TSX Venture Exchange to begin the process to reinstate trading of our shares on the exchange.

This Circular pertains to the Company's financial year ended December 31, 2023.

Definitions

In this Circular:

"Act" means the *Business Corporations Act* (British Columbia).

"Articles" means the Articles of the Company.

"Beneficial Shareholder" means a shareholder who does not hold Shares in its own name.

"Board" means the Board of Directors of the Company.

"Circular" means this Information Circular.

"Company", **"we"** and **"our"** refers to the business and operations of Organto Foods Inc. and its subsidiaries;

"Informed Person" means, in respect of a reporting issuer:

a) a director or executive officer of such reporting issuer;

b) a director or officer of a person or company that is itself an informed person or subsidiary of such reporting issuer;

c) any person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of a reporting issuer or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the reporting issuer other than voting securities held by the person or company as underwriter in the course of a distribution; and

d) the reporting issuer itself if it has purchased, redeemed or otherwise acquired any of its securities, for as long as it holds any of its securities.

"Intermediary" refers to a broker, investment firm, clearing house and similar entities that owns securities on behalf of a Beneficial Shareholder.

"Meeting" means the Annual General Meeting of the Company's shareholders to be held on March 12, 2025.

"Named Executive Officer" or **"NEO"** of the Company includes each of the following individuals:

a) its Co-CEOs;

b) its CFO;

c) each of the Company's three most highly compensated executive officers, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was, individually, more than $150,000, as determined in accordance with NI 51-102F6; and

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

"NI 51-102F6" means Form 51-102F6, *Statement of Executive Compensation*.

"NI 52-110" means National Instrument 52-110, *Audit Committees*.

"NI 54-101" means National Instrument 54-101, *Communication with Beneficial Owners of Securities of a Reporting Issuer*.

"NOBO" means Non-Objecting Beneficial Owner.

"Non-Registered Shareholder" means Shareholders who do not hold Common Shares in their own name.

"OBO" means Objecting Beneficial Owner.

"Proxy" means the accompanying form of proxy.

"Registered Shareholder" means a shareholder who holds Shares in its own name.

"SEDAR+" means the official site that provides access to public securities documents and information filed by issuers with the thirteen provincial and territorial securities regulatory authorities ("Canadian Securities Administrators") at www.sedarplus.ca.

"Shares" means common shares in the capital of the Company.

"TSX-V" means the TSX Venture Exchange.

"VIF" means Voting Instruction Form.

Proxies

Solicitation of Proxies

This solicitation of proxies is made by management of the Company.

This solicitation is being made primarily through mail, but proxies may be solicited personally or by telephone by directors, officers, employees, and other consultants of the Company. The Company has arranged for Intermediaries to forward the meeting material to Beneficial Shareholders who are on the records of those Intermediaries.

The Company will bear the costs of this solicitation.

Appointment of Proxyholder

The individuals named on 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 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.

Voting by Proxyholder

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

Discretionary Authority

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 election of directors or the appointment of an auditor;
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 Shares represented by the Proxy for the approval of such matter.

Revocability 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 Registered 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 or at the address of the Company at 36 Toronto Street, Suite 805, Toronto, Ontario, M5C 2C5, 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 Chair 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 Shares.

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

Information Respecting Registered Shareholders

While Registered Shareholders may attend in person, the Company will be conducting an administrative only meeting without any investor presentation.

If you are a Registered Shareholder and wish to have your shares voted at the Meeting, you are asked to submit your vote by proxy using one of the following methods:

a) complete, date and sign the enclosed Proxy and return it to the Company's transfer agent, Computershare Investor Services Inc. (**"Computershare"**), by fax within North America at 1-866-249-7775, outside North America at (416) 263-9524, or by mail to the 9th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 or by hand to 2nd Floor, 510 Burrard Street, Vancouver, British Columbia, Canada, V6C 3B9; or

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 voting control number; or

c) log on to Computershare's internet website at *www.investorvote.com*, follow the instructions and refer to the enclosed proxy form for the holder's account number and the proxy access number.

A Registered Shareholder must ensure their proxy is submitted and received by Computershare at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or the adjournment thereof. Please see the form of proxy for additional information respecting specific dates.

Information Respecting Beneficial Shareholders

The following information is of significant importance to shareholders who do not hold Shares in their own name.

Beneficial Shareholders should note 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 Shares) or as set out below.

If Shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those Shares will not be registered in the shareholder's name on the records of the Company. Such Shares will more likely be registered under the names of intermediaries. In Canada the vast majority of such 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, 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).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of meetings of shareholders. Every Intermediary has its own mailing procedures and provides its own return instructions to clients.

There are two kinds of Beneficial Shareholders: OBOs, who object to their name being disclosed to the issuer of securities they own; and NOBOs, who do not object to the issuer of the securities they own knowing who they are.

NOBOs can expect to receive a scannable VIF from Broadridge. The VIF is to be completed and returned to Broadridge as set out in the instructions provided on the VIF. Broadridge 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. Please return your VIF as specified in the request for voting instructions that was sent to you.

The security holder material is being sent to both registered and non-registered owners of the securities of the Company. If you are a non-registered owner, and the Company or its agent sent these materials directly to you, your name, address and information about your holdings of securities, were obtained in accordance with applicable securities regulatory requirements from the Intermediary holding securities on your behalf.

By choosing to send these materials to you directly, the Company (and not the Intermediary holding securities on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions.

Beneficial Shareholders who are OBOs should follow their Intermediary's instructions carefully to ensure their Shares are voted at the Meeting. The Company's management does not intend to pay for intermediaries to forward to OBOs the proxy-related materials or the VIF. OBOs will not receive such materials unless the OBO's Intermediary assumes the cost of delivery.

The form of proxy supplied to you by your broker will be similar to the Proxy provided to Registered Shareholders. However, its purpose is limited to instructing the Intermediary on how to vote your Common Shares on your behalf. Most brokers delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("Broadridge") in Canada and in the United States. 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 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 Shares at the Meeting and that person may be you. To exercise this right, insert the name of your desired representative (which may be you) in the blank space provided in the VIF. The completed VIF must then be returned to Broadridge in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting voting of the 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 Shares voted, or to have an alternate representative duly appointed to attend the Meeting and vote your Shares at the Meeting.

Notice to Shareholders in the United States

The solicitation of proxies involves securities of an issuer located in Canada and is being carried out in accordance with the corporate laws of the Province of British Columbia, Canada and securities laws of the provinces of Canada. The proxy solicitation rules under the *United States Securities Exchange Act of 1934*, as amended, are not applicable to the Company or this solicitation, and this solicitation has been prepared in accordance with the disclosure requirements of the securities laws of the provinces of Canada. Shareholders should be aware that disclosure requirements under the securities laws of the provinces of Canada differ from the disclosure requirements under United States securities laws.

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 *Business Corporations Act* (British Columbia), as amended, 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 a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws. It may be difficult to compel a foreign 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 or company who:

a) has been a director or executive officer of the Company at any time since the beginning of the Company's last financial year;
b) is a proposed nominee for election as a director of the Company; or
c) is an associate or affiliate of any of the persons or companies set out above;

has any substantial or material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting other than the election of directors, the approval of the Plan and the approval of the RSU Plan and as may be set out herein.

Voting Securities and Principal Holders of Voting Securities

Record Date

The Board of the Company fixed February 3, 2025 as the record date (the "Record Date") for determination of persons entitled to vote at the Meeting. Only shareholders of record at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a proxy in the manner and subject to the provisions described above will be entitled to vote or to have their Shares voted at the Meeting.

Securities Outstanding

As of the date of this Circular, there were 34,318,382 Shares without par value issued and outstanding, each carrying the right to one vote.

10% Shareholders

To the knowledge of the Company's directors and executive officers, the only person or company who beneficially owned, controlled, or directed, directly or indirectly, Shares carrying more than 10% of the voting rights attached to all outstanding Shares of the Company as of the Record Date is Steve Bromley, the Company's CEO who owns 6,316,033 Shares, representing 18.4% of the total outstanding Shares.

Votes Necessary to Pass Resolutions

A simple majority of affirmative votes cast at the Meeting is required to pass the proposals described herein. If there are more nominees for election as directors or for appointment as the Company's auditor than there are vacancies to fill, those nominees receiving the greatest number of votes will be elected or appointed, as the case may be, until all such vacancies have been filled. If the number of nominees for election or appointment as a director or as auditor is equal to the number of vacancies to be filled, all such nominees will be declared elected or appointed by acclamation.

MATTERS TO BE ACTED UPON

FINANCIAL STATEMENTS

The audited financial statements of the Company for the fiscal year ended December 31, 2023, the report of the auditor thereon and the related management's discussion and analysis were filed on SEDAR+ at www.sedarplus.ca on October 9, 2024 and will be tabled at the Meeting.

PROPOSAL ONE: Election of Directors

General Information Respecting Election of Directors

The Board is currently comprised of six (6) directors. At the last meeting of shareholders on June 28, 2023 shareholders elected eight (8) directors. One director resigned in June 2024 and one director resigned in

December 2024. Shareholders will be asked to consider the election of six (6) directors at the Meeting. Except where the Company is legally required by contract, law or otherwise to provide third parties with the right to nominate directors, the Board is responsible for identifying individuals qualified to become board members, consistent with criteria approved by the Board at such time.

The term of office of each of the current directors will end at the conclusion of the Meeting. Unless the director's office is vacated earlier, in accordance with the provisions of the *Business Corporations Act* (British Columbia), each director elected will hold office until the conclusion of the next Annual General Meeting of the shareholders of the Company.

It is proposed that the following six individuals be elected as directors of the Company. Each of the nominees below has consented to be named herein and to serve as a director if elected. The Company has no reason to believe that any of the nominees will not be a candidate, or, if elected, will be unable to serve as a director. There are no family relationships among the Company's directors, executive officers or persons nominated or chose to become directors.

Board of Director Nominees in alphabetical order:

Steve Bromley
Peter Damouni
Peter Gianulis
Alejandro Maldonado
Javier Reyes
Joe Riz

The Board of Directors recommends that shareholders vote FOR each of the six director nominees named above.

Information About the Board Nominees

The following table sets out the nominees for election as directors, all major offices and positions with the Company and any of its significant affiliates each now holds, each nominee's principal occupation, business or employment (for the five preceding years for new director nominees), the period of time during which each has been a director of the Company and the number of shares of the Company beneficially owned by each, directly or indirectly, or over which each exercised control or direction.

Proposed Nominees for Election as a Director				
Name and Residence	**Principal Occupation**	**Member of Committees**	**Period as a Director**	**Shares Beneficially Owned or Controlled**
Steve Bromley *Ontario, Canada*	Chair of Organto Foods Inc. since September 2017; Interim CEO of Organto Foods Inc. from April 2018 to September 2020; President since September 2020; Co-CEO of Organto Foods Inc. from September 2020 to June 2024; CEO of Organto Foods Inc. since June 2024; President and CEO of Bromley Consulting & Advisory Inc. since February 2016; CEO of SunOpta Inc. from February 2007 to December 2015;	Audit Committee	Since September 2017	6,316,033
Peter Damouni *London, UK*	Independent businessman	N/A	New nominee	Nil
Peter Gianulis *Florida, USA*	CEO of Allegiant Gold Ltd. since September 2019; Executive VP of Organto from June 2017 until September 2020; CEO of Organto from April 2015 to May 2017	Audit Committee	Since December 2018	497,984
Alejandro Maldonado *Los Reyes, Mexico*	President and Chairman of Alpasa Farms.	N/A	Since December 2019	82,500
Joe Riz *Ontario, Canada*	Principal, Tricapital Management	Audit Committee	Since February 2021	50,000
Javier Reyes *British Columbia, Canada*	Country Manager of Goldgroup Mining since September 2021; President of Antares Capital Management from July 2007 to December 2023; CEO of Accendo Banco from December 2019 to September 2021	N/A	New nominee	1,098,604

"Shares Beneficially Owned or Controlled" refers to Shares beneficially owned, or controlled or directed, directly or indirectly, by each proposed director. The information in this column was furnished by the applicable proposed director of the Company and is not otherwise within the knowledge of the Company.

The term of office of each of the current directors will end at the conclusion of the Meeting. Unless a director's office is vacated earlier in accordance with the provisions of the BCA, each director elected will hold office until the conclusion of the next annual general meeting of the Company, or if no director is then elected, until a successor is elected.

Advance Notice Provision

To the date of this Circular, the Company has not received notice of a nomination in compliance with the Advance Notice Provision contained in the Articles of the Company (the "Articles"), which amendment to the Articles to include the Advance Notice Provision was approved by the shareholders on October 29, 2013.

If the Company has not received notice of any such nomination in compliance with the Articles, any nominations for director other than nominations by or at the direction of the Board or an authorized officer of the Company will be disregarded at the Meeting.

Occupation, Business or Employment of Director Nominees

Steve Bromley: Steve Bromley is currently President and CEO as well as Chair of the Board of Organto Foods Inc. He is also President and CEO of Bromley Consulting and Advisory Inc. ("BCAI") and has been in that position since March, 2016. BCAI provides consulting and advisory services to small and medium sized businesses, with a focus on food and agriculture. From 2001 through 2015 Mr. Bromley held a number of senior roles with SunOpta Inc., including serving as a director and CEO from February 2007 through December 2015. SunOpta Inc. is a global leader in organic and plant-based specialty food and beverages. Mr. Bromley currently serves on a number of private boards in addition to Organto Foods Inc.

Peter Damouni: Mr. Damouni brings over 20 years of corporate and investment banking experience focussed on Natural Resources. He served as an Executive Officer and Director for a number of private and public companies listed on the TSX, TSX-V, and LSE where he has played a key role in developing and executing corporate strategies, equity and debt financings, managing restructurings, and completing acquisitions and sales processes which have significantly enhanced shareholder value.

Peter Gianulis: Peter Gianulis is a co-founder of the Company and serves as a Strategic Advisor. Mr. Gianulis was Chief Executive Officer of the Company from April 2015 until May 2017, and was also a director of the Company from October 2013 until September 2017. Mr. Gianulis was Executive Vice President from May 2017 through September 2020 and became a director of the Company once again in December 2018. Mr. Gianulis serves as the Chief Executive Officer of Allegiant Gold Ltd., a TSX-V listed gold exploration company focused on Nevada. He has been the Managing Director of Carrelton Asset Management since 2005.

Alejandro Maldonado*:* Alejandro Maldonado is currently the President and Chairman of Alpasa Farms, one of the largest exporters of blueberries, blackberries and figs from Mexico. Alpasa is also a strategic investor in Organto. Mr. Maldonado is the president of the Berry Growers Association of Mexico, and his family has deep roots in the Mexican avocado industry, being one of the largest producers of avocados from the Michoacan region of Mexico. He is a current delegate for the Association of Producers and Packers of Avocado in Mexico (APEAM), a private, non-profit association made up of avocado exporters and packers, and the only co-operative recognized by the USDA (United States Department of Agriculture) and SAGARPA (Secretariat of Agriculture and Rural Development).

Javier Reyes: Javier Reyes has been the Country Manager for Goldgroup Mining since September 2021. Before this role, he has served as President and CEO of Antares Capital Management and Private Equity CP (formerly Credipresto), two respected firms with over 15 years of experience in the natural resource and agro sector, particularly in Latin America. Additionally, he held the position of Chairman at Accendo Banco until September 2021 and was a founding director of Organto Foods Inc. in 2015. An alumnus of Harvard Business School, Mr. Reyes holds dual Bachelor's degrees in Economics and Business Administration, as well as a Master's degree in Finance from Instituto Tecnológico Autónomo de México. His solid educational background has equipped him to adeptly navigate the financial landscape. Starting his career in 1996 at a top brokerage in Mexico City, he founded a financial consulting firm focused on natural resources in 2001. With nearly 30 years of experience, he has co-founded various firms in finance, mining, oil and gas and agriculture and foods. Mr. Reyes has established and managed several natural resource funds, gaining expertise in restructuring publicly traded companies. His strategic leadership was crucial in the turnaround of Luca Mining starting in early 2020.

Joe Riz: Joe Riz is a Principal of Tricapital Management. Mr. Riz has held a number of financial and operating leadership positions across a number of industries including consumer products, technology and entertainment, and served as Managing Director of a boutique merchant banking firm involved in numerous acquisitions, divestitures and financings. Mr Riz was a founding director of SunOpta Inc., a leading organic and plant-based food and beverage company with global reach. Mr. Riz has served as a director of a number of public companies, including roles as both Chair of the Board and Chair of the Audit Committee, in addition to serving on a number of private company boards.

Penalties and Sanctions, Personal Bankruptcies and Cease Trade Orders

The information related to cease trade orders and bankruptcies, not being within the knowledge of the Company, has been furnished by the directors.

Messrs. Bromley, Gianulis, Maldonado and Riz were, while acting in their capacity as a director of the Company, subject to a failure-to-file cease trader order issued by the British Columbia Securities Commission on July 16, 2024 for the Company failing to file its annual audited financial statements for the period ended December 31, 2023, the interim financial report for the period ended March 31, 2024, the management's discussion and analysis for the periods ended December 31, 2023, and March 31, 2024, and the certification of annual and interim filings for the periods ended December 31, 2023, and March 31, 2024. The filings were made on October 9, 2024 and October 24, 2024 and the failure-to-file cease trader order was revoked on January 2, 2025.

Mr. Reyes was Chairman of Accendo Banco S.A., Multiple Banking Institution, when in September 2021 the Mexican National Banking and Securities Commission notified Accendo of the revocation of its authorization to organize and operate as a multiple banking institution due to Accendo falling below the regulatory minimum levels of liquidity coverage ratio of the institution and that Accendo was being placed in liquidation.

Except as disclosed above, none of the proposed nominees for election to the Board of Directors:

1) is, as at the date of this Circular, or was within 10 years before the date of this Circular, a director or Chief Executive Officer or Chief Financial Officer of any company (including the Company) that:
   (i) was the subject, while the proposed director was acting in the capacity as director, CEO or CFO of such company, of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days; or
   (ii) was subject to a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the proposed director ceased to be a director, CEO or CFO but which resulted from an event that occurred while the proposed director was acting in the capacity as director, CEO or CFO of such company; or
2) is at the date hereof, or has been within 10 years before the date of this 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; or
3) has, within the 10 years before the date of this 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 director, executive officer or shareholder.

Unless otherwise directed, the persons named in the enclosed form of proxy intend to vote FOR the election of the director nominees named herein as directors of the Company until the close of the next annual general meeting.

Corporate Governance

The term "corporate governance" refers to the policies and structure of a Board of Directors whose members are elected by and are accountable to the shareholders of the company. Corporate governance encourages establishing a reasonable degree of independence of the Board from executive management and the adoption of policies to ensure the Board of Directors recognizes and promotes the principles of effective management processes.

The Board believes that effective corporate governance contributes to improved corporate performance and enhanced shareholder value. Consequently, the Board is committed to ensuring that the Company follows best practices and continually seeks to enhance and approve it corporate governance practices.

A copy of the Company's Corporate Policies – Code of Business Conduct & Ethics, including Whistleblower Policy, and Corporate Governance Policies and Procedures Manual are available in the Governance and Ethics section of the Company's website at https://www.organto.com/investors/governance-and-ethics/

Corporate Governance Policies and Procedures

The Board is responsible for the stewardship of the Company and to supervise the management of the business affairs of the Company in accordance with the best interests of the Company and its shareholders. The Board establishes overall policies and standards for the Company. Where appropriate, the directors rely upon management and the advice of the Company's outside advisors and auditors.

The Board executes its responsibilities in accordance with the terms of the Company's Corporate Governance Policies and Procedures Manual which is available on the Company's website. To discharge this obligation, the directors as a whole and through applicable committees of the Board where appropriate, assume responsibility in the following areas:

Oversee Management of the Company. The principal responsibilities of the directors are to oversee the management of the Company and, in so doing, serve the best interests of the Company on behalf of its shareholders. These responsibilities require that the directors attend to the following:

- review and approve on a regular basis, and in any case no less than once per year, fundamental operating, financial, and other strategic corporate plans which take into account, among other things, the opportunities and risks of the business;
- evaluate the performance of the Company, including the appropriate use of corporate resources;
- select, monitor and evaluate the performance of, and oversee the progress and development of the Chief Executive Officer and senior management, and take appropriate actions, such as promotion, change in responsibility and/or termination;
- evaluate senior management succession plans, and in the case of the Chief Executive Officer, implement steps as required;
- evaluate the Company's compensation programs;
- establish a corporate environment that promotes timely and effective disclosure (including appropriate controls, procedures and incentives), fiscal accountability, high ethical standards and compliance with applicable laws and industry and community standards;
- evaluate the Company's systems to identify and manage the risks faced by the Company;

- review and approve or deny all material transactions and commitments contemplated by the Company;
- develop a corporate governance structure that allows and encourages the Board to fulfill its responsibilities;
- oversee communications and public disclosure, promoting compliance with legal and regulatory guidelines and requirements, including receiving feedback from shareholders;
- provide assistance to the Company's senior management, including guidance on those matters that require Board involvement; and
- evaluate the overall effectiveness of the Board and its committees.

Exercise Business Judgment. In discharging their fiduciary duties of care, loyalty and candor, directors are expected to exercise their business judgment to act in what they reasonably and honestly believe to be the best interests of the Company and its shareholders, free from personal interests. In discharging their duties, when appropriate, the directors are entitled to rely on the Company's senior executives and its outside advisors, auditors and legal counsel, but also should consider second opinions where circumstances warrant.

Understand the Company and its Business. Directors are expected to become and remain informed about the Company and its business, properties, risks and prospects.

Establish Effective Systems. Directors are responsible for determining whether effective systems are in place for the periodic and timely reporting to the Board on important matters concerning the Company. Directors should also provide for periodic reviews of the integrity of the Company's internal controls and management information systems.

Protect Confidentiality and Proprietary Information. Directors are responsible for establishing policies that are intended to protect the Company's confidential and proprietary information from unauthorized or inappropriate disclosure. Likewise, all discussions and proceedings of the Board must be treated as strictly confidential and privileged to preserve open discussions between directors and to protect the confidentiality of Board discussions.

Board, Committee and Shareholder Meetings. Directors are responsible for attending Board meetings and meetings of committees on which they serve. They must devote the time needed, and meet as frequently as necessary, to properly discharge their responsibilities.

Independence of Directors and Nominees

The Board facilitates its exercise of independent supervision over management primarily through ensuring that a majority of its members are "independent", as such term is defined by NI 52-110. The following table sets out the independence status of the Board members as of the date of this Information Circular:

Director Name	**Independence status**
Steve Bromley (1)	Not Independent by virtue of being an executive officer of the Company (see Section 1.4(3)(a) of NI 52-110)
Peter Damouni (2)	Independent
Peter Gianulis (3)	Independent
Alejandro Maldonado (4)	Independent
Javier Reyes (5)	Independent
Joe Riz (6)	Independent
Footnotes to Table:	

Director Name	Independence status
1. Mr. Bromley has been a director and Chair of the Company since September 2017. He was the President and Interim CEO since April 10, 2017, President and Co-CEO from September 2020 to June 2024 and President and CEO since June 2024. 2. Mr. Damouni is a new nominee for director. 3. Mr. Gianulis has been a director of the Company since December 2018. He was Executive Vice President of the Company from May 2017 to September 2020. He was previously a Director of the Company from October 2013 until September 2017. 4. Mr. Maldonado has been a director of the Company since December 2019. 5. Mr. Reyes is a new nominee for director. He was previously a Director of the Company from November 2015 until February 2021. 6. Mr. Riz has been a director of the Company since February 2021.	

Directorships

The Directors and nominees for Director of the Company who are presently directors of any issuer that is a reporting issuer in Canada or the equivalent in a foreign jurisdiction are as follows:

Director Name	Other Directorship
Peter Damouni	Northern Superior Resources Inc. Black Swan Graphene Inc. Mason Resources Inc. Empire Metals Ltd. Luca Mining Corp.
Peter Gianulis	Allegiant Gold Ltd.
Javier Reyes	Luca Mining Corp.

Orientation and Continuing Education

The Board and the Company's senior management conduct orientation for new directors. The orientation programs include presentations by management to familiarize new directors with the Company's projects, plans, its significant financial, accounting and risk management issues, its compliance programs, its code of business conduct and ethics, its principal officers, its independent auditors and its outside legal advisors. In addition, orientation includes a review of the Company's expectations of its directors in terms of time and effort and a review of the directors' fiduciary duties. To enable each director to better perform his or her duties and to recognize and deal appropriately with issues that arise, the Company occasionally provides the directors with suggestions to undertake continuing director education, the cost of which is borne by the Company.

Ethical Business Conduct

The Board has adopted a Code of Business Conduct and Ethics Policy (the "Code") which applies and is provided to the employees, officers, directors, consultants and agents of the Company. The Code provides guidelines related to the workplace, environmental issues, health and safety, conflicts of interest, outside financial interests, gifts and entertainment, competitive practices, supplier and contractor relationships, public relations, government relations, legal compliance (including without limitation insider trading), confidential and proprietary information, financial reporting, use of Company property, and other similar matters. All of the Company's personnel are provided a copy of the Code and expected to abide by its terms and acknowledge such on an annual basis. A copy of the Code can be viewed at www.organto.com/investors/governance-and-ethics.

Nomination of Directors

The Board contemplates its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience.

Compensation

The Board determines compensation for the directors and the executive officers of the Company, including evaluating the performance of the CEO, management and the individual Board members, approving compensation for executive officers and directors, recommending compensation plans, including equity-based compensation plans and annually reviewing the Company's material benefits programs.

Other Board Committees

Other than the Audit Committee, the Board does not have any standing committees. It is the opinion of the Board that additional committees are not required at this stage of the Company's development.

Assessments

The Board is in a constant process of evaluating itself, the Audit Committee, and its individual directors. The individual directors speak regularly both within and outside formal Board meetings to discuss the Company's goals and its success at completing these goals plus the ongoing evaluation of the overall effectiveness of the Board and the Audit Committee. Individual Board members are expected to observe a high standard and it is the opinion of the Board that this standard is presently met. Based on its ongoing assessment, the Board has concluded that, when available, the addition of foods, retail and/or agricultural supply chain and industry experience on a global basis and experience financing growing organizations would be beneficial to the Company. The Board and has added such resources over the last couple of years and will continue to seek to add these skills to the board.

PROPOSAL TWO: Appointment of Auditor

The Audit Committee of the Board has recommended that Dale Matheson Carr-Hilton Labonte LLP, Chartered Professional Accountants (**"DMCL"**), of Vancouver, British Columbia, be nominated at the Meeting for appointment as auditor of the Company until the next annual meeting of shareholders. DMCL has served as auditor of the Company since August 20, 2009.

The Board of Directors recommends that shareholders vote FOR the appointment of DMCL as the Company's independent auditor until the close of next annual general meeting of shareholders.

Audit Committee and Relationship with Auditor

The provisions of National Instrument 52-110 – *Audit Committees* ("NI52-110") requires the Company, as a venture issuer, to disclose annually in its Information Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, as set forth below.

General

The Company is required by law and applicable stock exchange policy to have an Audit Committee. The following is the Company's disclosure required by Form 52-110F2.

Audit Committee Charter

The text of the Company's Audit Committee Charter (the **"Charter"**) is available in the Governance and Ethics section of our website at www.organto.com/investors/governance-and-ethics/.

Composition of the Audit Committee

The current members of the Company's Audit Committee are Joe Riz, Peter Gianulis and Steve Bromley. Jermey Kendall served on the Audit Committee up until his resignation from the Board on December 6, 2024, due to personal circumstances. Peter Gianulis was appointed to the Audit Committee on November 11, 2024. All of the foregoing directors are "financially literate" as such terms are used in NI 52-110. All but Steve Bromley are "independent" as such term is defined in NI 52-110.

Relevant Education and Experience

Each member of the Audit Committee has:

a) an understanding of the accounting principles used by the Company 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 be reasonably expected to be raised by the Company's financial statements, and/or experience actively supervising individuals engaged in such activities; and
c) an understanding of internal controls and procedures for financial reporting.

Joe Riz – Joe Riz is currently a director of the Company and Chair of the Audit Committee. Mr. Riz. has held a number of financial and operating leadership positions across a number of industries including consumer products, technology and entertainment, and served as Managing Director of a boutique merchant banking firm involved in numerous acquisitions, divestitures and financings. Mr. Riz was a founding director of SunOpta Inc., a leading organic and plant-based foods company with global reach. Mr. Riz has served as a director of a number of public companies, including roles as both Chair of the Board and Chair of the Audit Committee, in addition to serving on a number of private company boards.

Peter Gianulis – Mr. Gianulis is a co-founder of the Company and serves as a Strategic Advisor. Mr. Gianulis was Chief Executive Officer of the Company from April 2015 until May 2017, and was also a director of the Company from October 2013 until September 2017. Mr. Gianulis was Executive Vice President from May 2017 through September 2020 and became a director of the Company once again in December 2018. Mr. Gianulis serves as the Chief Executive Officer of Allegiant Gold Ltd., a TSX-V listed gold exploration company focused on Nevada. He has been the Managing Director of Carrelton Asset Management since 2005.

Steve Bromley – Steve Bromley is currently President and Co-CEO as well as Chair of the Board of Organto Foods Inc. He is also President and CEO of Bromley Consulting and Advisory Inc. ("BCAI") and has been in that position since March, 2016. BCAI provides consulting and advisory services to small and medium sized businesses, with a focus on food and agriculture. From 2001 through 2015 Mr. Bromley held a number of senior roles with SunOpta Inc., including serving as a Director and CEO from February 2007 through December 2015. SunOpta Inc. is a global leader in organic and plant-based foods and beverages. Mr. Bromley also serves on a number of private boards.

Audit Committee Oversight

Since the completion 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

At no time since the commencement of the Company's most recently completed financial year has the Company relied on an exemption contained in Section 2.4, 3.3(2), 3.6 or 3.8 or Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

All services to be performed by the Company's auditor must be approved in advance by the Audit Committee. The Audit Committee has considered whether the provision of services other than audit services is compatible with maintaining the auditors' independence and has adopted a policy governing the provision of these services. This policy requires the pre-approval by the Audit Committee of all audit and non-audit services provided by the auditor, other than any *de minimus* non-audit services allowed by applicable law or regulation.

External Auditor Service Fees

The Audit Committee has reviewed the nature and amount of the non-audit services provided by DMCL to the Company to ensure auditor independence. Fees incurred with DMCL for audit and non-audit services in the previous two fiscal years for audit fees are outlined in the following table.

Nature of Services	**Year Ended December 31, 2023**	**Year Ended December 31, 2022**
Audit Fees [(1)]	$ 428,151	$ 214,839
Audit-Related Fees [(2)]	$ Nil	$ Nil
Tax Fees [(3)]	$ 5,300	$ 5,300
All Other Fees [(4)]	$ Nil	$ Nil
Total	$ 433,451	$ 220,139

Footnotes to Table:

1. "**Audit Fees**" include fees necessary to perform the annual audit and quarterly reviews of the Company's consolidated financial statements. Audit Fees include 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 services that are traditionally performed by the auditor. These audit-related services include 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 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.

Exemption

The Company is a "venture issuer" as defined in NI 52-110, and has relied upon the exemption set forth in section 6.1 of NI 52-110 with respect to Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

PROPOSAL THREE: Continuation of Share Option Plan

The Company has a share option plan in place, which was initially approved by the Board and dated for reference September 12, 2013, and amended on July 11, 2017 and May 17, 2022 and for which the Company last obtained shareholder approval on June 28, 2023 (the "Option Plan").

On February 5, 2025, the Board approved certain amendments to the Option Plan (the "Amended Option Plan") to make certain typographical changes and clarify certain provisions in accordance with the policies of the TSX-V, as set out more particularly below under the heading *Description of Amendments to the Option Plan*.

Under the policies of the TSX-V the Company is required to obtain shareholder approval for any amendments to the Option Plan and yearly thereafter at the Company's AGM. The Company is seeking shareholder approval by ordinary resolution to approve the Amended Option Plan. The following summary of certain terms of the Amended Option Plan is qualified, in its entirety, by the full text of the Amended Option Plan, a copy of which is appended as Schedule A hereto.

Description of the Option Plan

On October 29, 2013, the Company adopted the Option Plan, which was amended on July 11, 2017 and May 17, 2022. Under the terms of the Option Plan, the Board, may from time to time, grant options to directors, officers, employees or non-employee service providers to a maximum of 10% of the outstanding Shares of the Company at any point in time, less any share options already reserved for issuance under share options granted or granted under any other employee incentive purchase plan or restricted share unit ("RSU") plan that the Company may adopt. Options granted must be exercised no later than five years from date of grant or such lesser period as determined by the Board. The exercise price of an option granted is not to be less than the closing price on the TSX-V on the last trading day preceding the grant date less the applicable discount under the policies of the TSX-V. Option grants are also subject to certain limits and vesting requirements as set out in Sections 4.2, 4.3, 4.4, 4.6, and 4.11 of TSX-V Policy 4.4 *Security Based Compensation*.

The Option Plan is a rolling plan, which reserves a number of Shares issuable on exercise of options granted thereunder, being 10% of the issued and outstanding Shares of the Company, less any RSUs issued, at any given time. For more information concerning the Option Plan please see "*Equity Compensation Plan Information*" below, and see "*Material Terms of the Plan*" under "*Statement of Executive Compensation"* below.

As at the date of this Circular, 34,318,382 Shares of the Company are issued and outstanding. Accordingly, under the Option Plan the Company currently has the authority to grant options and restricted share units to purchase up to a total of 3,431,838 Shares. At the date of this Circular, options to purchase an aggregate of 1,065,000 Shares are granted and outstanding under the Amended Option Plan, equivalent to approximately 3.1% of the outstanding Shares in the capital of the Company. As at the date of the Circular the Company has 310,000 RSUs outstanding and under the Option Plan and the RSU Plan (as defined below) the Company has the authority to grant additional options and RSUs giving the holders the right to receive up to a total of 2,056,838 Shares.

Description of Amendments to the Option Plan

The amendments to the Option Plan were mostly typographical and clarified certain provisions to better accord with TSX-V Policies. The following summary of certain amendments of the Amended Option Plan is qualified, in its entirety, by the full text of the Amended Option Plan attached hereto as Schedule A.

- The Board clarified restrictions on issuance of Options to Service Providers, individuals conducting Investor Relations Activities, and Consultants (as such terms are defined in the Amended Option Plan) to contemplate potential issuances under the Company's RSU Plan and accord with limits under Section 4.11(b) of TSX-V4.4 *Security Based Compensation*.
- A provision was added restricting Insiders (as such term is defined in the Amended Option Plan) from being granted Options if such Options would result in the aggregate number of Shares reserved for issuance to Insiders under outstanding Options and RSUs to exceed 10% of the Company's outstanding Shares, unless the Company has received Disinterested Shareholder Approval, in accordance with Sections 4.11(b) and 5.3(a) of TSX-V Policy 4.4 *Security Based Compensation*.

Resolution

At the Meeting, shareholders will be asked to consider and approve an ordinary resolution to approve the Amended Option Plan for continuation until the next annual general meeting of the shareholders, with or without variation, as follows:

> "RESOLVED that the Company's amended share option plan in the form attached as Schedule A to the Company's management information circular dated February 5, 2025, be approved for continuation until the next annual general meeting of the Company."

The Board of Directors recommends that shareholders vote FOR the resolution to approve the Amended Option Plan. Unless otherwise directed, the persons named in the enclosed Proxy intend to vote FOR approval of the Amended Option Plan.

Narrative Description of Share Option Plan

On October 29, 2013, the Company adopted a rolling share option plan which was further amended on July 11, 2017 and May 17, 2022. Under the terms of the Plan, the Board, may from time to time, grant options to directors, officers, employees or non-employee service providers to a maximum of 10% of the outstanding common shares of the Company at any point in time, less any share options already reserved for issuance under share options granted or granted under any other employee incentive purchase plan or restricted share unit plan that the Company may adopt. Options granted must be exercised no later than five years from date of grant or such lesser period as determined by the Board. The exercise price of an option granted is not to be less than the closing price on the TSX Venture Exchange on the last trading day preceding the grant date less the applicable discount under the policies of the TSX Venture Exchange.

PROPOSAL FOUR: Continuation of Restricted Share Unit Plan

The Company has a restricted share unit plan in place, which became effective January 1, 2021 and amended on May 17, 2022, and for which the Company last obtained shareholder approval on June 28, 2023 (the "RSU Plan").

On February 5, 2025, the Board approved certain amendments to the RSU Plan (the "Amended RSU Plan") to make certain typographical changes and to clarify certain provisions in accordance with the policies of the TSX-V, as set out more particularly below under the heading *Description of the Amended RSU Plan*.

Under the policies of the TSX-V, the Company is required to obtain shareholder approval for any amendments to the RSU Plan and yearly thereafter at the Company's AGM. The Company is seeking shareholder approval by ordinary resolution to approve the Amended RSU Plan. The following summary of certain terms of the Amended RSU Plan is qualified, in its entirety, by the full text of the Amended RSU Plan, a copy of which is appended as Schedule B hereto.

Description of the Restricted Share Unit Plan

On January 1, 2021, the Company adopted the RSU Plan, which was last approved by shareholders on June 28, 2023. Under the terms of the original RSU Plan, the Board, may from time to time, grant RSUs to directors, officers, employees or non-employee service providers provided that the total RSUs granted together with any share options granted does not exceed 10% of the Company's issued and outstanding Shares. Vested RSUs entitle the holder to receive one share for every RSU held, or the cash equivalent thereof, based on the fair market value of the Shares of the Company calculated in accordance with the terms of the RSU Plan. RSUs granted must be exercised no later than three years from date of grant or such lesser period as determined by the Board. RSUs do not give the holder any of the rights of a shareholder of the Company.

The RSU Plan provides that the maximum number of Shares issuable under outstanding RSUs is equal to 10% of the outstanding Shares at the time of grant less the number of Shares issuable under other security-based compensation of the Company then outstanding.

At the date of this Circular, 310,000 RSUs are granted and outstanding under the RSU Plan, equivalent to approximately 0.9% of the outstanding Shares in the capital of the Company.

Description of Amendments to the Restricted Share Unit Plan

The amendments to the RSU Plan were mostly typographical and clarified certain provisions to better accord with TSX Venture policies. The following summary of certain terms of the Amended RSU Plan is qualified, in its entirety, by the full text of the Amended RSU Plan attached hereto as Schedule B: the Board clarified restrictions on issuance of RSUs to Service Providers, individuals conducting Investor Relations Activities, and Consultants (as such terms are defined in the Amended RSU Plan) to contemplate potential issuances under the Company's Option Plan and accord with limits under Section 4.11(b) of TSX Venture Policy 4.4 Security Based Compensation.

Resolution

At the Meeting, shareholders will be asked to consider and approve the ordinary resolution to approve the Amended RSU Plan as follows:

> "RESOLVED that the Company's amended restricted share unit plan in the form attached as Schedule B to the Company's management information circular dated February 5, 2025, be approved for continuation until the next annual general meeting of the Company."

The Board of Directors recommends that shareholders vote FOR the resolution to ratify and approve the Amended Restricted Share Unit Plan for continuation. Unless otherwise directed, the persons named in the enclosed Proxy intend to vote FOR approval of the RSU Plan.

Narrative Description of Restricted Share Unit Plan

On January 1, 2021, the Company adopted a Restricted Share Unit Plan which was last approved by shareholders on June 22, 2022. Under the terms of the original RSU Plan, the Board, may from time to time, grant RSUs to directors, officers, employees or non-employee service providers provided that the total RSUs granted together with any share options granted does not exceed 10% of the Company's issued and outstanding shares. Vested RSUs entitle the holder to receive one share for every RSU held, or the cash equivalent thereof, based on the fair market value of the shares of the Company calculated in accordance with the terms of the RSU Plan. RSUs granted must be exercised no later than three years from date of grant or such lesser period as determined by the Board. RSUs do not give the holder any of the rights of a shareholder of the Company.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Equity Compensation Plan Information

The following tables set out equity compensation plan information as at the end of the financial year ended December 31, 2023:

Plan Category	**Number of securities to be issued upon exercise of outstanding options and restricted share units (a)**	**Weighted-average exercise price of outstanding options (b)**	**Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)**
Equity compensation plans approved by security holders	2,094,500	$2.15	762,338
Equity compensation plans not approved by security holders	Nil	Nil	Nil
Total	2,094,500	$2.15	762,338

STATEMENT OF EXECUTIVE COMPENSATION

Identification of Named Executive Officers

The following are the Named Executive Officers for the purposes of the following disclosure:

a) Steve Bromley, the Company’s President and Co-CEO from September 2020 to June 2024 and President and CEO since June 2024;
b) Rients van der Wal, the Company’s Co-CEO from September 2020 to June 2024 and the CEO of a subsidiary of the Company from April 2018 to June 2024.
c) Ralf Langner, the Company’s CFO and Corporate Secretary since September 15, 2020;
d) John Rathwell, the Company’s Senior Vice-President of Corporate Development and Investor Relations since November 2021; and
e) Peter Thibaudier, the Company’s CFO from January 4, 2018 until September 15, 2020 and the CFO of a subsidiary of the Company from January 2018 to December 2024.

Compensation Governance

Policies and Practices

Due to its size, the Board has not established a Compensation Committee. Instead, the full Board is tasked with (a) reviewing and approving corporate goals and objectives relevant to CEO compensation and evaluating the CEO's performance in light of those corporate goals and objectives; (b) discussing and establishing non-CEO officer and director compensation, incentive-compensation plans and equity-based plans, and any amendments to such plans from time-to-time, as determined by the Board or on the advice of legal counsel or other advisors; and (c) reviewing executive compensation disclosure before the Company publicly discloses this information. The Board is of the belief that their experience with public companies, the food industry in general and the current status of the Company's business provides them with the skills and knowledge necessary to evaluate appropriate compensation levels.

Compensation Discussion and Analysis

Objectives and Rewards of the Compensation Program

The Board determines executive management compensation based on advice and discussion provided by the directors, without reference to formal market data. The Board relies on the experience of its members as officers and directors of the Company in determining the appropriateness of its compensation programs.

The general objectives of the Company's compensation programs are to:

a) compensate management in a manner that encourages and rewards a high level of performance with a view to increasing shareholder value;
b) align management's interests with the interests of shareholders;
c) provide a compensation package that is commensurate with similar organizations in the natural and organic foods industry to attract and retain talent;
d) to ensure that the total compensation package is designed in a manner that takes into account the constraints under which the Company operates, in particular that the Company is an early-stage natural and organic foods business without a history of earnings; and
e) to ensure that total compensation paid to all NEOs is fair and reasonable.

Elements of Compensation

Under normal operating circumstances, compensation includes both a fixed component (base salary or contract amount) and variable component (bonuses, share options).

Base salary or contract amounts are used to provide the Named Executive Officer with an agreed-upon annual compensation with the expectation that each Named Executive Officer will perform his or her responsibilities to the best of his or her ability and in the best interests of the Company.

The Company also may use incentive bonus programs as an element of variable compensation for Named Executive Officers. Bonuses, if utilized, are based on pre-determined metrics established at the beginning of an agreed upon performance period and paid after the conclusion of the performance period. There were no incentive bonuses paid for the fiscal year ended December 31, 2023. As the Company grows the use of incentive bonus programs is expected to increase.

Incentive share options and restricted share units are also a component of Named Executive Officer compensation. Share options are generally awarded to directors, officers, consultants, agents and employees at the commencement of service to the Company, and periodically thereafter. The terms and conditions of the Company's share option grants and restricted share units, including vesting provisions and exercise prices, are governed by the terms of the Company's Share Option Plan and Restricted Share Unit Plan, as previously disclosed.

Determination of Amounts of Each Element

The Board determines the amount of each element of compensation payable to a Named Executive Officer through reference to the experience of the Named Executive Officer, individual performance, Company performance and general market conditions, with the intention of meeting the objectives set out above.

While the Company considers the value of each element in determining the values of the other elements of compensation payable, the Company sets each element in reference to the compensation provided to the Company's other officers, employees, and consultants and also to general market standards.

Implications of Risks Associated with Compensation Program

The Company is an early-stage natural and organic foods business in the early phases of commercialization. Due to the straightforward nature of compensation programs at this point, the Board does not feel there are material risks associated the Company's compensation policies and practices at this time.

NEO or Director's Ability to Purchase Financial Instruments

The Company does not place restrictions on a NEO or director's ability to purchase securities or financial instruments, beyond the imposition of blackout periods where applicable and also an expectation that all personnel will strictly abide by insider trading laws. The Company's Procedures and Guidelines Governing Insider Trading and Tipping are a key component of the Company's Code of Business Conduct and Ethics. Notwithstanding this fact, financial instruments such as prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the NEO or director, are not generally available in connection with the Company.

Director Compensation

The Company aims to compensate directors via a combination of annual cash fees and option-based awards, with the intention of aligning the interests of the directors with the interests of the Company's shareholders. Directors who are members of senior management of the Company are not compensated for their services as a director. As the Company's operations expand, annual compensation for directors will be continually assessed in order to position the Company to attract and/or retain Board members with skills and experience aligned with the Company's business needs.

The directors waived their annual cash fees beginning January 1, 2018 until such time as the Company's operations can support such payments when it is expected that directors will again receive direct cash compensation.

The directors are reimbursed for expenses incurred on behalf of the Company. From time to time, directors may be retained to provide specific services to the Company and will be compensated on a normal commercial basis for such services.

Other than as set out below, there are no other arrangements to compensate directors by the Company or its subsidiaries during the most recently completed financial year for their services in their capacity as directors or consultants.

Share-based and Option-based Awards

Objectives and Rewards of the Compensation Program

The Company established its Share Option Plan to provide incentives to qualified parties to increase their interest in the Company and thereby encourage their continuing association with the Company.

The directors have the responsibility to administer the compensation policies related to the executive officers, including option-based awards. In determining the number of options to be granted to the Company's executive officers, directors, employee or non-employee service providers, the directors take into account the number of options, if any, previously granted to each party, the exercise price of any such outstanding options, individual performance, services provided and general market conditions.

The number of options granted is generally commensurate to the level of responsibility of the particular individual. In addition to determining the number of options to be granted, the Board also make the following determinations:

a) parties who are entitled to participate in the Company's share option plan;
b) the exercise price for each share option granted, subject to the policies of any applicable regulatory authority or stock exchange;
c) the date on which each option is granted;
d) the vesting period, if any, for each share option;
e) other material terms and conditions of each share option grant; and
f) any amendment to a share option grant.

The Board makes these determinations subject to and in accordance with the provisions of the Plan. The Board typically reviews and approves grants of share options periodically during a financial year.

Material Terms of the Share Option Plan

The following is a summary of the material terms of the Share Option Plan:

a) the Board may from time to time, in its discretion, and in accordance with TSX-V policy grant options;
b) all options granted under the Plan are non-assignable and non-transferable for a period of up to five (5) years;
c) options may be granted subject to certain 'vesting' requirements, such as remaining with the Company for a period of time after the grant;
d) if an optionee who is a senior officer (including vice presidents) or a director of the Company, and who has served the Company for a period of at least two years, holds vested options at the date such optionee ceases to be employed by the Company, or ceases to act as a Director or officer of the Company or a subsidiary of the Company, any such vested options held by such optionee will expire the earlier of the date of expiration of the term of the vested option, or twelve (12) months after the date such optionee ceases to be a senior officer or director of the Company or any of its subsidiaries, unless such optionee was dismissed for cause;
e) if an optionee ceases to be employed by the Company (other than as a result of termination with cause) or ceases to act as a Director or officer of the Company or a subsidiary of the Company, any option held by such optionee may be exercised within 90 days (or such other time, not to exceed one year, as shall be determined by the Board as at the date of grant or as agreed to by the Board and the optionee at any time prior to expiry of the option), following termination of the relationship between the optionee and the Company, except if the cessation was by reason of death, in which

case the option may be exercised within a maximum period of one year after such death, subject to the expiry date of such option;

f) the minimum exercise price of an option granted under the Plan must not be less than the Discounted Market Price (as defined in TSX-V policy);

g) options granted to a consultant cannot exceed 2% of the issued and outstanding shares of the Company in any 12-month period;

h) no optionee may be granted an option or options to purchase more than 5% of the outstanding listed shares of the Company in any 12-month period;

i) all outstanding but unvested options will vest immediately prior to completion of a successful take over-bid (as defined in applicable securities legislation) so as to allow the holders to tender the underlying Shares to such bid; and

j) if an option is set to expire during a period in which trading in securities of the Company by the option holder is restricted by a black-out, or within 9 business days of the expiry of a black out, the expiry date of the option will be extended to 10 business days after the trading restrictions are lifted.

With respect to amendment of the Plan, none of the following actions will become effective without first obtaining disinterested shareholder approval:

a) Aggregate number of Shares being issuable to insiders under the Plan, when combined with all of the Company's other share compensation arrangements, exceeding 10% of the Company's issued Shares;

b) Aggregate number of Shares being issuable to insiders under the Plan, when combined with all of the Company's other share compensation arrangements, exceeding 10% of the Company's issued Shares in any 12-month period;

c) Issuance to any one Optionee, within a 12-month period, or a number of Shares exceeding 5% of the issued Shares; and

d) A reduction in the exercise price of an option to an insider or an extension of the term of an option granted under the Plan benefitting an insider.

Subject to necessary TSX-V approval, the Board may in its discretion, and for avoidance of doubt, without further shareholder approval, amend or modify the Plan or any option granted as follows:

a) it may make amendments which are of a typographical, grammatical or clerical nature;

b) it may change the vesting provisions of an option granted under the Plan, subject to TSX-V approval;

c) it may change the termination provision of an option granted under the Plan which does not entail an extension beyond the original expiry date of such option;

d) it may make amendments necessary as a result of changes in securities laws applicable to the Company;

e) if the Company becomes listed or quoted on a stock exchange or stock market senior to the TSX-V, it may make such amendments as may be required by the policies of such senior stock exchange or stock market; and

f) it may make such amendments as reduce, and do not increase, the benefits of the Plan to service providers.

Under TSX-V policy, continuation of the Plan requires shareholder approval by ordinary resolution annually. A copy of the Plan, as amended, will be available for inspection at the Meeting.

Material Terms of the Restricted Share Unit Plan

The following is a summary of the material terms of the RSU Plan:

a) Persons who are Eligible Persons other than persons providing Investor Relations Activities are eligible to receive RSUs;

b) The number of shares issuable under RSUs when combined with other rights to receive shares outstanding under the Company's Share Option Plan shall not exceed 10% of the outstanding shares of the Company;

c) The maximum number of shares issuable under RSUs that may be the subject of a grant to one Eligible Person is 1% of the issued and outstanding shares of the Company, and the maximum number of shares issuable under RSUs granted to any Eligible Person in a 12-month period is 2%, calculated at the beginning of the 12-month period, unless disinterested shareholder approval is obtained for such grant;

d) The maximum number of shares issuable under RSUs granted to any one person in any 12-month period, combined with any other share compensation arrangements, shall not exceed 5% of the issued and outstanding shares of the Company;

e) the Board may at the time of grant of an RSU provide for performance conditions to be met prior to vesting;

f) Vested RSUs entitle the holder to receive 1 share for every RSU held, or the cash equivalent thereof, based on the fair market value of the shares of the Company calculated in accordance with the terms of the RSU Plan;

g) Amendments to the RSU Plan are subject to the acceptance of the TSX-V;

h) Except as provided in the RSU Plan, RSUs shall vest on the later of the Trigger Date and the date all performance or vesting provisions have been satisfied;

i) The Trigger Date is the date set by the Board at the time of grant and, if not set, is the third year following the date of grant, subject to acceleration by the Board;

j) Unvested RSUs terminate upon the holder being terminated for cause or voluntarily resigning unless the Board otherwise determines;

k) Unvested RSUs vest automatically upon death or total disability of the holder, or termination of the holder without cause;

l) Unvested RSUs shall vest on a Change of Control and the holder shall receive a cash payment within 30 days of the Change of Control equal to the number of RSUs multiplied by the fair market value of the Company's shares as at the date of the Change of Control;

m) RSUs do not give the holder any of the rights of a shareholder of the Company.

Capitalized terms used in this section which are not otherwise defined shall have the meaning given to them in the RSU Plan.

Compensation for NEOs and Directors

Summary Compensation Table

Compensation paid or payable to NEOs and Directors for the Company's two most recently completed financial years ended December 31, 2023 and December 31, 2022 is set out as follows and expressed in Canadian dollars unless otherwise noted.

Table of compensation excluding compensation securities

Name and position	Year	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Value of all other compensation ($)	Total compensation ($)
Steve Bromley (3) CEO and Director	2023 2022	25,000 150,000	- -	- -	25,000 150,000
Rients van der Wal (4) Former Co-CEO, former Director and former CEO of a subsidiary of the Company	2023 2022	295,852 328,171	- -	- -	295,852 328,171
Ralf Langner (5) CFO	2023 2022	150,000 120,000	- -	- -	150,000 120,000
John Rathwell (6) Senior VP	2023 2022	30,000 210,000	- -	- -	30,000 210,000
Peter Thibaudier (7) Former CFO of a subsidiary of the Company	2023 2022	155,652 199,030	- -	- -	155,652 199,030
Peter Gianulis (8) Director	2023 2022	- -	- -	- -	- -
Jeremy Kendall (9) Former Director	2023 2022	- -	- -	- -	- -
Alejandro Maldonado (10) Director	2023 2022	- -	- -	- -	- -
Joe Riz (11) Director	2023 2022	- -	- -	- -	- -
Joost Verrest (12) Director	2023 2022	- -	- -	- -	- -
Gert Jan van Noortwijk (13) Director	2023 2022	- -	- -	- -	- -

Footnotes to table:

1. No committee or meeting fees were paid or payable in 2023 or 2022.
2. No perquisites were provided in 2023 or 2022.
3. Steve Bromley has been CEO since June 2024 and was Co-CEO from September 2020 until June 2024.
4. Rients van der Wal was Co-CEO from September 2020 until June 2024, a Director from June 2022 until June 2024 and the CEO of a subsidiary of the Company from April 2018 until June 2024.
5. Ralf Langner has been CFO and Corporate Secretary since September 2020. Of the $150,000 accrued in 2023, $87,500 remains unpaid.
6. John Rathwell has been Senior Vice-President Corporate Development and Investor Relations of the Company since November 2021.
7. Peter Thibaudier has been the CFO of a subsidiary of the Company since January 2018 and was CFO from January 2018 to September 2020.
8. Peter Gianulis was Executive Vice-President from September 2017 until November 2020 and has been a director since December 2018
9. Jeremy Kendall was appointed director in January 2021 and resigned in December 2024.
10. Alejandro Maldonado was appointed director in December 2019.
11. Joe Riz was appointed director in February 2021.
12. Joost Verrest was appointed director in September 2020.
13. Gert Jan van Noortwijk was appointed director in December 2020

The following table discloses all compensation securities granted or issued to NEOs and Directors by the Company in our financial years ended December 31, 2022 and 2023 for services provided or to be provided, directly or indirectly, to the Company.

Compensation securities

Name and position	Type of compensation security	Number of compensation securities and percentage of class	Date of issue or grant	Issue, conversion or exercise price	Closing price of security on date of grant	Closing price of security at Dec 31/23	Expiry date
Steve Bromley CEO and Director	-	-	-	-	-	-	-
Rients van der Wal Former Co-CEO and former CEO of a subsidiary of the Company	-	-	-	-	-	-	-
Ralf Langner CFO	-	-	-	-	-	-	-
John Rathwell Executive VP	-	-	-	-	-	-	-
Peter Thibaudier Former CFO of a subsidiary of the Company	-	-	-	-	-	-	-
Peter Gianulis Director	RSUs Stock options	20,000 5% 20,000 (1) 1%	Dec 21/22 Dec 21/22	$1.50 $2.10	$1.50 $1.50	$0.16 $0.16	Dec 21/25 Dec 21/27
Jeremy Kendall Former Director	RSUs Stock options	25,000 7% 25,000 (1) 1%	Dec 21/22 Dec 21/22	$1.50 $2.10	$1.50 $1.50	$0.16 $0.16	Dec 21/25 Dec 21/27
Alejandro Maldonado Director	RSUs Stock options	20,000 5% 20,000 (1) 1%	Dec 21/22 Dec 21/22	$0.15 $0.21	$0.15 $0.15	$0.16 $0.16	Dec 21/25 Dec 21/27
Joe Riz Director	RSUs Stock options	25,000 7% 25,000 (1) 1%	Dec 21/22 Dec 21/22	$0.15 $0.21	$0.15 $0.15	$0.16 $0.16	Dec 21/25 Dec 21/27
Joost Verrest Director	RSUs Stock options	20,000 5% 20,000 (1) 1%	Dec 21/22 Dec 21/22	$0.15 $0.21	$0.15 $0.15	$0.16 $0.16	Dec 21/25 Dec 21/27
Gert Jan van Noortwijk Director	RSUs Stock options	20,000 5% 20,000 (1) 1%	Dec 21/22 Dec 21/22	$0.15 $0.21	$0.15 $0.15	$0.16 $0.16	Dec 21/25 Dec 21/27

Footnotes to table:

1. These options vest 25% immediately, 25 % after six months, 25% after twelve months and 25% after eighteen months.

The following table discloses all compensation securities held by each NEO and Director at the end of our financial year ended December 31, 2023.

Compensation securities held at December 31, 2023

	Option-based awards				Share-based awards		
Name and position	**Number of unexercised stock options**	**Option exercise price**	**Option expiry date**	**Value of unexercised in-the-money options**	**Number of units that have not vested**	**Market value of share-based awards that have not vested**	**Market value of vested share-based awards not paid out or distributed**
Steve Bromley Co-CEO and Director	30,000	$2.65	Dec 22/25	-	-	-	-
Rients van der Wal Former Co-CEO and former CEO of a subsidiary of the Company	70,000 30,000 25,000 75,000	$3.00 $2.65 $1.00 $0.70	Dec 16/26 Dec 22/25 Jul 9/25 Dec 4/24	- - - -	-	-	-
Ralf Langner CFO	25,000 20,000 25,000 50,000	$3.00 $2.65 $1.00 $0.70	Dec 16/26 Dec 22/25 Jul 9/25 Dec 4/24	- - - -	-	-	-
John Rathwell Executive VP	300,000	$3.70	Nov 25/26	-	-	-	-
Peter Thibaudier Former CFO of a subsidiary of the Company	25,000 20,000 25,000 5,000	$3.00 $2.65 $1.00 $0.70	Dec 16/26 Dec 22/25 Jul 9/25 Dec 4/24	- - - -	-	-	-
Peter Gianulis Director	20,000	$2.10	Dec 21/27	-	10,000	$1,600	$8,000
Jeremy Kendall Former Director	25,000 30,000	$2.10 $2.85	Dec 21/27 Jan 28/26	- -	12,000	$2,000	$7,200
Alejandro Maldonado Director	20,000 25,000	$2.10 $2.85	Dec 21/27 Dec 4/24	- -	10,000	$1,600	$8,000
Joe Riz Director	25,000 30,000	$2.10 $4.20	Dec 21/27 Feb 25/26	- -	12,500	$2,000	$7,200
Joost Verrest Director	20,000 30,000	$2.10 $1.00	Dec 21/27 Sep 8/25	- -	10,000	$1,600	$8,000
Gert Jan van Noortwijk Director	20,000 30,000	$2.10 $1.80	Dec 21/27 Dec 3/25	- -	10,000	$1,600	$8,000

The following table discloses all exercises of compensation securities by each NEO and Director during our financial year ended December 31, 2023.

Exercise of Compensation Securities by Directors and NEOs

Name and position	Type	Number of underlying securities exercised	Exercise price	Date of exercise	Closing price of security on date of exercise	Difference between exercise and closing prices on date of exercise	Total value on exercise date
Steve Bromley CEO and Director	Stock options	100,000	$0.70	Feb 23/23	$1.15	$0.45	$45,000

There were no re-pricings, cancellations, replacements or other modifications to any stock options during the year ended December 31, 2023.

The Company has no pension plans that provide for payments or benefits to the Named Executive Officers and Directors at, following, or in connection with retirement.

The Company also does not have any deferred compensation plans.

Employment, Consulting and Management Agreements

The Company entered into a Management Services Agreement on January 1, 2021 with Bromley Consulting & Advisory Inc., a private company in Canada controlled by Steve Bromley, CEO of the Company. The agreement initially specified fees of $23,250 per month. On July 1, 2022 the monthly fee was reduced to $10,000 per month. On January 1, 2023 the monthly fee was increased to $12,500 per month. On March 1, 2023 the monthly fee was waived until further notice. The agreement will remain in effect until terminated by either party with 90 days' notice.

The Company entered into a Management Services Agreement on February 1, 2021 with Brandal B.V., a private company in the Netherlands controlled by Rients van der Wal, co-CEO of the Company and CEO of the Company's operating subsidiary in Europe. The agreement called for monthly payments of €20,000 and a bonus of 40% of the annualized monthly fee if certain revenue and gross margin targets are met. The agreement has a term of three years and can be terminated by either party with six months' notice. Mr. van der Wal resigned his position as co-CEO and Director in June 2024.

The Company entered into a Management Services Agreement on July 27, 2020 with Ralf Langner, CFO of the Company. The agreement, which will remain in effect until terminated by either party with 60 days' notice, initially called for monthly payments of $10,000 which was increased to $12,500 effective January 1, 2023. Payment of the monthly fees was paused beginning March 1, 2023 until such time that the Company's financial condition improves.

The Company entered into a Management Services Agreement on December 1, 2021 with TLG Growth Capital Corp. a private company in Canada controlled by John Rathwell, Executive Vice President, Capital Markets and Corporate Development. The agreement initially specified fees of $20,000 per month. On July 1, 2022 the monthly fee was reduced to $15,000 per month. On March 1, 2023 the monthly fee was waived until further notice. The agreement will remain in effect until terminated by either party with 90 days' notice.

Termination and Change of Control Benefits

Neither the Company nor any subsidiary thereof has a contract, agreement, plan or arrangement that provides for payments to an NEO at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of the Company, or a change in responsibilities of the NEO following a change of control as December 31, 2023.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

In November 2021 Organto acquired the operating assets, including customer and supplier relationships and certain trademark applications, of ZMS BV, a privately held Dutch corporation controlled by the Company's co-CEO. ZMS sells non-GMO (genetically modified organism) and organic raspberries, snow peas, sugar snaps and fine green beans sourced from a number of African-based growing regions to a variety of European customers. Purchase consideration was made up of the issuance of 1,645,643 common shares of Organto which are subject to escrow provisions and will become freely tradable in equal amounts between November 2022 and November 2025.

In April 2024, Steve Bromley, the Company's CEO, acquired 5,150,000 common shares in a private placement at a price of $0.10 per common share.

To the knowledge of management of the Company, no Informed Person or proposed director of the Company, or any associate or affiliate of the aforementioned persons had any material interest in any transaction for the Company's fiscal year ended December 31, 2023, which has materially affected or would materially affect the Company or any of its subsidiaries, other than as set out above.

NO OTHER MATTERS

Other than as set out in the Notice of Meeting accompanying this Circular, the Board is not aware of any other matters which they anticipate will come before the Meeting as of the date of this Circular.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR+ at *www.sedarplus.ca* including the Company's annual audited financial statements, interim financial statements and management discussion and analysis to accompany each financial statement. While shareholders are encouraged to obtain the Company's documents on SEDAR+, the Company will provide to any person or company, upon request to the Corporate Secretary of the Company, one copy of such documents.

Copies of documents may be obtained by a shareholder without charge upon request to the Corporate Secretary of the Company at 410-1111 Melville Street, Vancouver, BC, V6E 3V6 telephone 647-629-0018 or by email to legal@organto.com. The Company may require the payment of a reasonable charge from any person or company who is not a shareholder of the Company, who requests a copy of any such document.

APPROVAL BY THE BOARD

This Circular and its distribution to shareholders has been approved by the Board.

<u>"Steve Bromley"</u>

Steve Bromley, Chair and CEO

Organto Foods Inc.
410 – 1111 Melville Street
Vancouver, BC
V6E 3V6   Canada
www.organto.com

ORGANTO FOODS INC.

SCHEDULES "A" AND "B"

to the

INFORMATION CIRCULAR

For its Annual General Meeting of Shareholders
to be held on
March 12, 2025

SCHEDULE "A"

ORGANTO FOODS INC.
(the "Company")

SHARE OPTION PLAN

Dated for Reference
September 12, 2013,
amended July 11, 2017,
May 17, 2022, and
March 12, 2025

ARTICLE 1
PURPOSE AND INTERPRETATION

Purpose

1.1 The purpose of this Plan is to advance the interests of the Company by encouraging equity participation in the Company through the acquisition of Common Shares of the Company. It is the intention of the Company that this Plan will at all times be in compliance with TSX Venture Policies (or, if applicable, NEX Policies) and any inconsistencies between this Plan and TSX Venture Policies (or, if applicable, NEX Policies) will be resolved in favour of the latter.

Definitions

1.2 In this Plan

(a) **Affiliate** means a company that is a parent or subsidiary of the Company, or that is controlled by the same entity as the Company;

(b) **Associate** has the meaning set out in the Securities Act;

(c) **Black-out Period** means an interval of time during which the Company has determined that one or more Participants may not trade any securities of the Company because they may be in possession of undisclosed material information pertaining to the Company, or when in anticipation of the release of quarterly or annual financials, to avoid potential conflicts associated with a company's insider-trading policy or applicable securities legislation, (which, for greater certainty, does not include the period during which a cease trade order is in effect to which the Company or in respect of an Insider, that Insider, is subject);

(d) **Board** means the board of directors of the Company or any committee thereof duly empowered or authorized to grant Options under this Plan;

(e) **Change of Control** includes situations where after giving effect to the contemplated transaction and as a result of such transaction:

(i) any one Person holds a sufficient number of voting shares of the Company or resulting company to affect materially the control of the Company or resulting company, or,

(ii) any combination of Persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, holds in total a sufficient number of voting shares of the Company or its successor to affect materially the control of the Company or its successor,

where such Person or combination of Persons did not previously hold a sufficient number of voting shares to materially affect control of the Company or its successor and, in the absence of evidence to the contrary, any Person or combination of Persons acting in concert by virtue of an agreement, arrangement, commitment or understanding, holding more than 20% of the voting shares of the Company or resulting company is deemed to materially affect control of the Company or resulting company;

(f) **Common Shares** means the common shares without par value in the capital of the Company provided such class is listed on the TSX Venture (or, NEX, as the case may be);

(g) **Company** means the company named at the top hereof and includes, unless the context otherwise requires, all of its Affiliates and successors according to law;

(h) **Consultant** means an individual or Consultant Company, other than an Employee, Officer or Director that:

(i) provides on an ongoing bona fide basis, consulting, technical, managerial or like services to the Company or an Affiliate of the Company, other than services provided in relation to a Distribution;

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

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

(i) **Consultant Company** means a Consultant that is a company;

(j) **Directors** means the directors of the Company as may be elected from time to time;

(k) **Discounted Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(l) **Disinterested Shareholder Approval** means approval by a majority of the votes cast by all the Company's shareholders at a duly constituted shareholders' meeting, excluding votes attached to Common Shares beneficially owned by Insiders who are Service Providers or their Affiliates or Associates;

(m) **Distribution** has the meaning assigned by the Securities Act, and generally refers to a distribution of securities by the Company from treasury;

(n) **Effective Date** for an Option means the date of grant thereof by the Board;

(o) **Employee** means:

(i) an individual who is considered an employee under the Income Tax Act Canada (i.e. for whom income tax, employment insurance and CPP deductions must be made at source);

(ii) an individual who works full-time for the Company or a subsidiary thereof providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or

(iii) an individual who works for the Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions need not be made at source;

(p) **Exchange Hold Period** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(q) **Exercise Price** means the amount payable per Common Share on the exercise of an Option, as determined in accordance with the terms hereof;

(r) **Expiry Date** means the day on which an Option lapses as specified in the Option Commitment therefor or in accordance with the terms of this Plan;

(s) **Insider** means an insider as defined in the TSX Venture Policies or as defined in securities legislation applicable to the Company;

(t) **Investor Relations Activities** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(u) **Management Company Employee** means an individual employed by a Person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a Person engaged in Investor Relations Activities;

(v) **Market Price** has the meaning assigned by Policy 1.1 of the TSX Venture Policies;

(w) **NEX** means a separate board of the TSX Venture for companies previously listed on the TSX Venture or the Toronto Stock Exchange which have failed to maintain compliance with the ongoing financial listing standards of those markets;

(x) **NEX Issuer** means a company listed on NEX;

(y) **NEX Policies** means the rules and policies of NEX as amended from time to time;

(z) **Officer** means a Board appointed officer of the Company;

(aa) **Option** means the right to purchase Common Shares granted hereunder to a Service Provider;

(bb) **Option Commitment** means the notice of grant of an Option delivered by the Company hereunder to a Service Provider and substantially in the form of Schedule A attached hereto or in such other form as is determined by the Corporate Secretary of the Company acting in good faith;

(cc) **Optioned Shares** means Common Shares that may be issued in the future to a Service Provider upon the exercise of an Option;

(dd) **Optionee** means the recipient of an Option hereunder;

(ee) **Outstanding Shares** means at the relevant time, the number of issued and outstanding shares of the Company from time to time;

(ff) **Participant** means a Service Provider that becomes an Optionee;

(gg) **Person** includes a company, any unincorporated entity, or an individual;

(hh) **Plan** means this share option plan, the terms of which are set out herein or as may be amended;

(ii) **Plan Shares** means the total number of Common Shares which may be reserved for issuance as Optioned Shares under the Plan as provided in §2.2;

(jj) **Regulatory Approval** means the approval of the TSX Venture and any other securities regulatory authority that has lawful jurisdiction over the Plan and any Options issued hereunder;

(kk) **Securities Act** means the Securities Act, R.S.B.C. 1996, c. 418, or any successor legislation;

(ll) **Service Provider** means a Person who is a bona fide Director, Officer, Employee, Management Company Employee, Consultant or Company Consultant, and also includes a company, 100% of the share capital of which is beneficially owned by one or more Service Providers;

(mm) **Share Compensation Arrangement** means any Option under this Plan but also includes any other stock option, stock option plan, employee stock purchase plan, restricted share unit or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to a Service Provider;

(nn) **Shareholder Approval** means approval by a majority of the votes cast by eligible shareholders of the Company at a duly constituted shareholders' meeting;

(oo) **Take Over Bid** means a take-over bid as defined in Multilateral Instrument 62-104 (Take-over Bids and Issuer Bids) or the analogous provisions of securities legislation applicable to the Company;

(pp) **TSX Venture** means the TSX Venture Exchange and any successor thereto; and

(qq) **TSX Venture Policies** means the rules and policies of the TSX Venture as amended from time to time.

<u>Other Words and Phrases</u>

1.3 Words and phrases used in this Plan but which are not defined in the Plan, but are defined in the TSX Venture Policies (and, if applicable, the NEX Policies), will have the meaning assigned to them in the TSX Venture Policies (and, if applicable, NEX Policies).

Gender

1.4 Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2
SHARE OPTION PLAN

Establishment of Share Option Plan

2.1 The Plan is hereby established to recognize contributions made by Service Providers and to create an incentive for their continuing assistance to the Company and its Affiliates.

Maximum Plan Shares

2.2 The maximum aggregate number of Plan Shares that may be reserved for issuance under the Plan at any point in time is 10% of the Outstanding Shares at the time Plan Shares are reserved for issuance as a result of the grant of an Option, less any Common Shares reserved for issuance under share options granted under Share Compensation Arrangements other than this Plan, unless this Plan is amended pursuant to the requirements of the TSX Venture Policies (and, if applicable, NEX Policies).

Eligibility

2.3 Options to purchase Common Shares may be granted hereunder to Service Providers of the Company, or its affiliates, from time to time by the Board. Service Providers that are not individuals will be required to undertake in writing not to effect or permit any transfer of ownership or option of any of its securities, or to issue more of its securities (so as to indirectly transfer the benefits of an Option), as long as such Option remains outstanding, unless the written permission of the TSX Venture and the Company is obtained. The Company will ensure that recipients granted Options under this Plan are bona fide Service Providers and those recipients will confirm in a form acceptable to the Company that they are bona fide Service Providers.

Options Granted Under the Plan

2.4 All Options granted under the Plan will be evidenced by an Option Commitment in the form attached as Schedule A or such other form as is determined by the Corporate Secretary of the Company acting in good faith, showing the number of Optioned Shares, the term of the Option, a reference to vesting terms, if any, and the Exercise Price.

2.5 Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of an Option Commitment made hereunder.

Limitations on Issue

2.6 Subject to §2.10, the following restrictions on issuances of Options are applicable under the Plan:

(a) no Service Provider can be granted an Option if that Option would result in the total number of Common Shares reserved for issuance under all Share Compensation Arrangements granted to such Service Provider in the previous 12 months, exceeding 5% of the Outstanding Shares, unless the Company has obtained Disinterested Shareholder Approval to do so;

(b) no Insider can be granted an Option if that Option would result in the aggregate number of Common Shares reserved for issuance under all Share Compensation Arrangements granted to Insiders exceeding 10% of the Outstanding Shares, calculated at the time of grant, unless the Company has obtained Disinterested Shareholder Approval to do so;

(c) no Service Provider conducting Investor Relations Activities can be granted an Option if that Option would result in the aggregate number of Options granted to Service Providers conducting Investor Relations Activities in any 12-month period exceeding 2% of the Outstanding Shares, calculated at the time of grant; and

(d) no Consultant can be granted an Option if that Option would result in the aggregate number of Common Shares reserved for issuance under Share Compensation Arrangements granted to such Consultant in any 12 month period exceeding 2% of the Outstanding Shares, calculated at the time of grant.

Options Not Exercised

2.7 In the event an Option granted under the Plan expires unexercised or is terminated by reason of dismissal of the Optionee for cause or is otherwise lawfully cancelled prior to exercise of the Option, the Optioned Shares that were issuable thereunder will be returned to the Plan and will be eligible for re-issuance.

Powers of the Board

2.8 The Board will be responsible for the general administration of the Plan and the proper execution of its provisions, the interpretation of the Plan and the determination of all questions arising hereunder. Without limiting the generality of the foregoing, the Board has the power to:

(a) allot Common Shares for issuance in connection with the exercise of Options;

(b) grant Options hereunder;

(c) subject to any necessary Regulatory Approval, amend, suspend, terminate or discontinue the Plan, or revoke or alter any action taken in connection therewith, except that no general amendment or suspension of the Plan will, without the prior written consent of all Optionees, alter or impair any Option previously granted under the Plan unless the alteration or impairment occurred as a result of a change in the TSX Venture Policies or the Company's tier classification thereunder; and

(d) delegate all or such portion of its powers hereunder as it may determine to one or more committees of the Board, either indefinitely or for such period of time as it may specify, and thereafter each such committee may exercise the powers and discharge the duties of the Board in respect of the Plan so delegated to the same extent as the Board is hereby authorized so to do.

Amendment of the Plan by the Board of Directors

2.9 Subject to the requirements of the TSX Venture Policies and the prior receipt of any necessary Regulatory Approval, the Board may in its absolute discretion, amend or modify the Plan or any Option granted as follows:

(a) it may make amendments which are of a typographical, grammatical or clerical nature only;

(b) it may change the vesting provisions of an Option granted hereunder, subject to prior written approval of the TSX Venture, if applicable;

(c) it may change the termination provision of an Option granted hereunder which does not entail an extension beyond the original Expiry Date of such Option;

(d) it may make amendments necessary as a result in changes in securities laws applicable to the Company;

(e) if the Company becomes listed or quoted on an alternate stock exchange or stock market other than the TSX Venture, it may make such amendments as may be required by the policies of such other stock exchange or stock market; and

(f) it may make such amendments as reduce, and do not increase, the benefits of this Plan to Service Providers.

Amendments Requiring Disinterested Shareholder Approval

2.10 The Company will be required to obtain Disinterested Shareholder Approval prior to any of the following actions becoming effective:

(a) the Plan, together with all of the Company's other previous Share Compensation Arrangements, could result at any time in:

(i) the aggregate number of Common Shares reserved for issuance under Options granted to Insiders exceeding 10% of the Outstanding Shares in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares;

(ii) the number of Optioned Shares issued to Insiders within a one-year period exceeding 10% of the Outstanding Shares in the event that this Plan is amended to reserve for issuance more than 10% of the Outstanding Shares; or,

(iii) the issuance to any one Optionee, within a 12-month period, of a number of Common Shares exceeding 5% of the Outstanding Shares;

(b) any reduction in the Exercise Price of an Option previously granted to an Insider; or

(c) any extension to the term of an Option previously granted to an Insider, except for Options set to expire in a Blackout Period (see §3.10).

Options Granted Under the Company's Previous Share Option Plans

2.11 Any option granted pursuant to a stock option plan previously adopted by the Board which is outstanding at the time this Plan comes into effect shall be deemed to have been issued under this Plan and shall, as of the date this Plan comes into effect, be governed by the terms and conditions hereof.

ARTICLE 3
TERMS AND CONDITIONS OF OPTIONS

Exercise Price

3.1 The Exercise Price of an Option will be set by the Board at the time such Option is allocated under the Plan, and cannot be less than the Discounted Market Price.

Term of Option

3.2 An Option can be exercisable for a maximum of 5 years from the Effective Date.

Option Amendment

3.3 Subject to §2.10(b), the Exercise Price of an Option may be amended only if at least six (6) months have elapsed since the later of the date of commencement of the term of the Option, the date the Common Shares commenced trading on the TSX Venture, or the date of the last amendment of the Exercise Price.

3.4 An Option must be outstanding for at least one year before the Company may extend its term, subject to the limits contained in §3.2.

3.5 Any proposed amendment to the terms of an Option must be approved by the TSX Venture prior to the exercise of such Option.

Vesting of Options

3.6 Subject to §3.7, the vesting of Options shall be at the discretion of the Board and, with respect to any particular Options granted under the Plan, in the absence of a vesting schedule being specified at the time of grant, all such Options shall vest immediately. Where applicable, vesting of Options will generally be subject to:

(a) the Service Provider remaining employed by or continuing to provide services to the Company or any of its Affiliates as well as, at the discretion of the Board, achieving certain milestones which may be defined by the Board from time to time or receiving a satisfactory performance review by the Company or any of its Affiliates during the vesting period; or

(b) the Service Provider remaining as a Director of the Company or any of its Affiliates during the vesting period.

Vesting of Options Granted to Consultants Conducting Investor Relations Activities

3.7 Notwithstanding §3.6, Options granted to Consultants conducting Investor Relations Activities will vest:

(a) over a period of not less than 12 months as to 25% on the date that is three months from the Effective Date, and a further 25% on each successive date that is three months from the date of the previous vesting; or

(b) such longer vesting period as the Board may determine.

Effect of Take Over Bid

3.8 If a Take Over Bid is made to the shareholders generally then the Company shall immediately upon receipt of notice of the Take Over Bid, notify each Optionee currently holding an Option of the Take Over Bid, with full particulars thereof whereupon such Option may, notwithstanding §3.6 and §3.7 or any vesting requirements set out in the Option Commitment, be immediately exercised in whole or in part by the Optionee, subject to approval of the TSX Venture (or the NEX, as the case may be) for vesting requirements imposed by the TSX Venture Policies.

Acceleration of Vesting on Change of Control

3.9 In the event of a Change of Control occurring, Options granted and outstanding, which are subject to vesting provisions, shall be deemed to have immediately vested upon the occurrence of the Change of Control, subject to approval of the TSX Venture (or the NEX, as the case may be) for vesting requirements imposed by the TSX Venture Policies.

Extension of Options Expiring During Blackout Period

3.10 Should the Expiry Date for an Option fall within a Blackout Period, or within nine (9) Business Days following the expiration of a Blackout Period, such Expiry Date shall, subject to approval of the TSX Venture (or the NEX, as the case may be), be automatically extended without any further act or formality to that day which is the tenth (10th) Business Day after the end of the Blackout Period, such tenth Business Day to be considered the Expiry Date for such Option for all purposes under the Plan. Notwithstanding §2.8, the tenth Business Day period referred to in this §3.10 may not be extended by the Board.

Optionee Ceasing to be Director, Employee or Service Provider

3.11 No Option may be exercised after the Service Provider has left his employ/office or has been advised by the Company that his services are no longer required or his/her service contract has expired, except as follows:

(a) in the case of the death of an Optionee, any vested Option held by him/her at the date of death will become exercisable by the Optionee's lawful personal representatives, heirs or executors until the earlier of one year after the date of death of such Optionee and the date of expiration of the term otherwise applicable to such Option;

(b) any vested Options granted to Optionees who are senior officers (including vice presidents) or directors of the Company and who have served the Company for a period of at least two years will expire the earlier of the date of expiration of the term of the Option or twelve months after the date the Optionee ceases to be a senior officer or director of the Company or any of its subsidiaries, unless such Optionee was dismissed for cause as provided by §3.11(d);

(c) subject to the other provisions of this §3.11, an Option granted to any Service Provider will expire the earlier of the date of expiration of the term or 90 days after the date the Optionee ceases to be employed by or provide services to the Company, but only to the extent that such Option has vested at the date the Optionee ceased to be so employed by or to provide services to the Company;

(d) in the case of an Optionee being dismissed from employment or service for cause, such Optionee's Options, whether or not vested at the date of dismissal, will immediately terminate on such date without right to exercise same; and

(e) in the event of a Director not being nominated for re-election as a Director of the Company, although consenting to act and being under no legal incapacity which would prevent the Director from being a member of the Board, Options granted which are subject to a vesting provision shall be deemed to have vested on the date of the Meeting upon which the Director is not re-elected, and shall expire on the earlier of the date of expiration of the term, or 90 days after the date of the Meeting, provided further that if the conditions of §3.11(b) are met, such Options shall expire on the date set out therein.

<u>Non Assignable</u>

3.12 Subject to § 3.11(a), all Options will be exercisable only by the Optionee to whom they are granted and will not be assignable or transferable.

<u>Adjustment of the Number of Optioned Shares</u>

3.13 The number of Common Shares subject to an Option will be subject to adjustment in the events and in the manner following:

(a) in the event of a subdivision of Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a greater number of Common Shares, the Company will thereafter deliver at the time of purchase of Optioned Shares hereunder, in addition to the number of Optioned Shares in respect of which the right to purchase is then being exercised, such additional number of Common Shares as result from the subdivision without an Optionee making any additional payment or giving any other consideration therefor;

(b) in the event of a consolidation of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, into a lesser number of Common Shares, the Company will thereafter deliver and an Optionee will accept, at the time of purchase of Optioned Shares hereunder, in lieu of the number of Optioned Shares in respect of which the right to purchase is then being exercised, the lesser number of Common Shares as result from the consolidation;

(c) in the event of any change of the Common Shares as constituted on the date hereof, at any time while an Option is in effect, the Company will obtain TSX Venture acceptance and thereafter deliver at the time of purchase of Optioned Shares hereunder the number of shares of the appropriate class resulting from the said change as an Optionee would have been entitled to receive in respect of the number of Common Shares so purchased had the right to purchase been exercised before such change;

(d) in the event of a capital reorganization, reclassification or change of outstanding equity shares (other than a change in the par value thereof) of the Company, a consolidation, merger or amalgamation of the Company with or into any other company or a sale of the property of the Company as or substantially as an entirety at any time while an Option is in effect, subject to prior Regulatory Approval, an Optionee will thereafter have the right to purchase and receive, in lieu of the Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon such capital reorganization, reclassification, change, consolidation, merger, amalgamation or sale which the holder of a number of Common Shares equal to the number of Optioned Shares immediately theretofore purchasable and receivable upon the exercise of the Option would have received as a result thereof. The subdivision or consolidation of Common Shares at any time outstanding (whether with or without par value) will not be deemed to be a capital reorganization or a reclassification of the capital of the Company for the purposes of this §3.13;

(e) an adjustment will take effect at the time of the event giving rise to the adjustment, and the adjustments provided for in this section are cumulative;

(f) the Company will not be required to issue fractional shares in satisfaction of its obligations hereunder. Any fractional interest in a Common Share that would, except for the provisions of this §3.13, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company; and

(g) if any questions arise at any time with respect to the Exercise Price or number of Optioned Shares deliverable upon exercise of an Option in any of the events set out in §3.13, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Professional Accountants, in Vancouver, British Columbia (or in the city of the Company's principal executive office) that the Board may designate and who will be granted access to all appropriate records and such determination will be binding upon the Company and all Optionees.

ARTICLE 4
COMMITMENT AND EXERCISE PROCEDURES

Option Commitment

4.1 Upon grant of an Option hereunder, an authorized officer of the Company will deliver to the Optionee an Option Commitment detailing the terms of such Options and upon such delivery the Optionee will be subject to the Plan and have the right to purchase the Optioned Shares at the Exercise Price set out therein subject to the terms and conditions hereof, including any additional requirements contemplated with respect to the payment of required withholding taxes on behalf of Optionees.

Manner of Exercise

4.2 An Optionee who wishes to exercise his Option may do so by delivering

(a) a written notice to the Company specifying the number of Optioned Shares being acquired pursuant to the Option; and

(b) a certified cheque, wire transfer or bank draft payable to the Company for the aggregate Exercise Price for the Optioned Shares being acquired, plus any required withholding tax amount subject to §4.3.

Tax Withholding and Procedures

4.3 Notwithstanding anything else contained in this Plan, the Company may, from time to time, implement such procedures and conditions as it determines appropriate with respect to the withholding and remittance of taxes imposed under applicable law, or the funding of related amounts for which liability may arise under such applicable law. Without limiting the generality of the foregoing, an Optionee who wishes to exercise an Option must, in addition to following the procedures set out in§4.2 and elsewhere in this Plan, and as a condition of exercise:

(a) deliver a certified cheque, wire transfer or bank draft payable to the Company for the amount determined by the Company to be the appropriate amount on account of such taxes or related amounts; or

(b) otherwise ensure, in a manner acceptable to the Company (if at all) in its sole and unfettered discretion, that the amount will be securely funded;

and must in all other respects follow any related procedures and conditions imposed by the Company.

Delivery of Optioned Shares and Hold Periods

4.4 As soon as practicable after receipt of the notice of exercise described in §4.2 and payment in full for the Optioned Shares being acquired, the Company will direct its transfer agent to issue to the Optionee the appropriate number of Optioned Shares. If the Exercise Price is below the current market price of the Common Shares on the TSX Venture at the time of grant, or if otherwise required pursuant to TSX Venture Policies, the certificate representing the Optioned Shares or written notice in the case of uncertificated shares will include a legend stipulating that the Optioned Shares issued are subject to a four-month Exchange Hold Period commencing the date of the Option Commitment.

ARTICLE 5
GENERAL

Employment and Services

5.1 Nothing contained in the Plan will confer upon or imply in favour of any Optionee any right with respect to office, employment or provision of services with the Company, or interfere in any way with the right of the Company to lawfully terminate the Optionee's office, employment or service at any time pursuant to the arrangements pertaining to same. Participation in the Plan by an Optionee is voluntary.

No Representation or Warranty

5.2 The Company makes no representation or warranty as to the future market value of Common Shares issued in accordance with the provisions of the Plan or to the effect of the Income Tax Act (Canada) or any other taxing statute governing the Options or the Common Shares issuable thereunder or the tax consequences to a Service Provider. Compliance with applicable securities laws as to the disclosure and resale obligations of each Participant is the responsibility of each Participant and not the Company.

Interpretation

5.3 The Plan will be governed and construed in accordance with the laws of the Province of British Columbia.

Continuation of Plan

5.4 The Plan will become effective from and after the later of (a) the date that the TSX Venture approves this Plan and (b) the date that the shareholders of the Company approve this Plan. The Plan will remain effective provided that the Plan, or any amended version thereof receives Shareholder Approval at each annual general meeting of the holders of Common Shares of the Company held in or subsequent to 2024.

Amendment of the Plan

5.5 The Board reserves the right, in its absolute discretion, to at any time amend, modify or terminate the Plan with respect to all Common Shares in respect of Options which have not yet been granted hereunder. Any amendment to any provision of the Plan will be subject to any necessary Regulatory Approvals unless the effect of such amendment is intended to reduce (but not to increase) the benefits of this Plan to Service Providers.

SCHEDULE A

OPTION COMMITMENT

•, 20•

ORGANTO FOODS INC. (the "**Company**") has granted to • (the "**Optionee**"), an option (the "**Option**") to acquire • common shares ("**Optioned Shares**") until 5:00 p.m. Vancouver Time on • (the "**Expiry Date**") at an exercise price of **Cdn$**• per share (the "**Exercise Price**"). The Company's common shares are listed for trading on the TSX Venture Exchange (the "**Exchange**").

Options will vest as follows: [insert vesting schedule]

The grant of the Option evidenced hereby is made subject to the terms and conditions of the Company's stock option plan dated September 12, 2013 and amended July 11, 2017, May 17, 2022, and March 12, 2025 (the "**Plan**"), which are hereby incorporated herein and form a part hereof. Capitalized terms not otherwise defined herein have the same meaning as set out in the Plan.

To exercise your Option, deliver a written notice to the Company specifying the number of Optioned Shares you wish to acquire. The Company will calculate your security options taxable benefit (as defined by the Canada Revenue Agency) and will inform you of the amount of income tax the Company is required to remit to the Canada Revenue Agency on your behalf. You may then deliver funds via wire transfer, certified cheque or bank draft payable to the Company for an amount equal to the aggregate Exercise Price plus the required income tax remittance. Optionees who are not resident in Canada should maintain a record of days worked in Canada during the term of this Option to minimize any Canadian income tax obligation resulting from exercising this Option.

A certificate for the Optioned Shares so acquired will be issued by the transfer agent as soon as practicable thereafter and may bear a four-month non-transferability legend from the date of this Option Commitment; additionally, if required under your local jurisdiction's securities laws, additional materials may be required by, and additional limitations and/or hold periods may be imposed on, you and any shares exercisable hereunder.

Due to the operation of applicable law, in the event of a discrepancy between this certificate and the details contained in the Company's Stock Option Register, such Register will govern.

In accepting and/or exercising this Option, the Optionee is deemed to: (i) agree to the foregoing; (ii) represent that the Optionee, under the terms and conditions of the Plan, is a bona fide Service Provider (as defined in the Plan) and that the Optionee is entitled to receive Options pursuant to the policies of the Exchange; and (iii) consent to the collection and use of Personal Information (as defined in the policies of the Exchange) by both the Company and the Exchange, as more particularly set out in the Acknowledgement - Personal Information in use by the Exchange as of the date hereof.

ORGANTO FOODS INC.

•	•
Optionee	*Corporate Secretary*

SCHEDULE "B"

ORGANTO FOODS INC.
(the "Company")

RESTRICTED SHARE UNIT PLAN

Dated for Reference
January 1, 2021,
amended May 17, 2022 and
March 12, 2025

PART 1
GENERAL PROVISIONS

Establishment and Purpose

1.1 The Company hereby establishes a restricted share unit plan known as the "Organto Restricted Share Unit Plan".

1.2 The purpose of this Plan is to allow for certain discretionary bonuses and similar awards as an incentive and reward for selected Eligible Persons related to the achievement of long-term financial and strategic objectives of the Company and the resulting increases in shareholder value. This Plan is intended to promote a greater alignment of interests between the shareholders of the Company and the selected Eligible Persons by providing an opportunity to participate in increases in the value of the Company.

Definitions

1.3 In this Plan:

(a) **Applicable Withholding Tax** has the meaning set forth in §3.7;

(b) **Award** means an agreement evidencing the grant of a Restricted Share Unit;

(c) **Award Payout** means the applicable Share issuance or cash payment in respect of a vested Restricted Share Unit pursuant and subject to the terms and conditions of this Plan and the applicable Award;

(d) **Blackout Period** means the period of time when, pursuant to any policies of the Corporation or any resolution of the Board, any Shares may not be traded by certain persons as designated by the Company, including a holder of any Restricted Share Unit;

(e) **Board** means the Board of Directors of the Company;

(f) **Change of Control** means the acquisition by any person or by any person and its joint actors (as such term is defined in the Securities Act), whether directly or indirectly, of voting securities (as such term is defined in Securities Act) of the Company which, when added to all of the voting securities of the Company at the time held by such person and its joint actors, totals for the first time not less than 50% of the outstanding voting securities of the Company;

(g) **Committee** means the Compensation Committee of the Board, consisting of not less than three directors, to whom the authority of the Board is delegated in accordance with §1.5;

(h) **Company** means Organto Foods Inc., and includes any successor company thereto;

(i) **Consultant** has the meaning given to the term in Policy 4.4 of the TSX-V Corporate Finance Policies, as same may be amended, supplemented or replaced from time to time;

(j) **Director** means a member of the Board or of the board of directors of a Related Entity;

(k) **Eligible Person** means any person who is a Director, Employee, Officer or Consultant other than a person performing Investor Relations Activities (as defined in Policy 1.1 of the TSX Venture Exchange;

(l) **Employee** means an employee of the Company or of a Related Entity;

(m) **Expiry Date** means the third calendar anniversary after the Grant Date, or such earlier date as may be established by the Board in respect of an Award at the time of grant of the Award;

(n) **Fair Market Value** means, as at a particular date, for the purpose of calculating the applicable Vesting Date Value and Award Payout,

(i) if the Shares are listed on the TSX-V, the greater of: (i) the weighted average of the trading price per Share on the TSX-V for the last five trading days ending on that date; and (ii) the closing price of the Shares on the day before that date,

(ii) if the Shares are listed on the TSX, the volume weighted average price per Share traded on the TSX over the last five trading days preceding that date,

(iii) if the Shares are not listed on the TSX or the TSX-V, the value established by the Board based on the volume weighted average price per Share traded on any other public exchange on which the Shares are listed over the same period, or

(iv) if the Shares are not listed on any public exchange, the value per Share established by the Board based on its determination of the fair value of a Share;

(o) **Grant Date** means the date of grant of any Restricted Share Unit;

(p) **IFRS** means the International Financial Reporting Standards as adopted by the Accounting Standards Board of Canada;

(q) **Insider** means:

(i) a Director or Officer of the Company;

(ii) a Director or Officer of a company that is an Insider or Related Entity of the Company;

(iii) a person that beneficially owns or controls, directly or indirectly, Shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company; and

(iv) the Company itself if it holds any of its own securities;

(r) **Issued Shares** means the number of Shares that are then issued and outstanding on a non-diluted basis and shall include such other Shares as may be provided for in Policy 4.4 of the TSX-V Exchange policies as amended from time to time;

(s) **Officer** means an individual who is an officer of the Company or of a Related Entity as an appointee of the Board or the board of directors of the Related Entity, as the case may be;

(t) **Plan** means this Organto Restricted Share Unit Plan, as amended from time to time;

(u) **Performance Conditions** has the meaning set forth in §2.3;

(v) **Recipient** means an Eligible Person who may be granted Restricted Share Units from time to time under this Plan;

(w) **Related Entity** means a person that is controlled by the Company. For the purposes of this Plan, a person (first person) is considered to control another person (second person) if the first person, directly or indirectly, has the power to direct the management and policies of the second person by virtue of

(i) ownership of or direction over voting securities in the second person,

(ii) a written agreement or indenture,

(iii) being the general partner or controlling the general partner of the second person, or

(iv) being a trustee of the second person;

(x) **Required Approvals** has the meaning contained in §1.7;

(y) **Restricted Period** means the period of time: (i) during a Black Out Period; and (ii) within five Business Days following the end of a Black Out Period;

(z) **Restricted Share Unit** means a right granted under this Plan to receive the Award Payout on the terms contained in this Plan as more particularly described in §3.1;

(aa) **Retirement** means, with respect to a Recipient, the early or normal retirement of the Recipient within the meaning of the pension plan of the Company for salaried employees, whether or not such Recipient is a member of that pension plan, or, if the Company does not have such a plan, the date on which the Recipient reaches age 65;

(bb) **Securities Act** means the *Securities Act*, R.S.B.C. 1996, c. 418, as amended from time to time;

(cc) **Share** means a Common share in the capital of the Company as from time to time constituted;

(dd) **Share Compensation Arrangement** means any share option, share option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to Directors, Officers or Employees of the Company;

(ee) **Shareholder Approval** means approval by the shareholders of the Company shareholders in accordance with the rules of the Stock Exchange;

(ff) **Stock Exchange** means the TSX, the TSX-V, the CSE or any other stock exchange on which the Shares are then listed for trading, as applicable;

(gg) **Termination** means, with respect to a Recipient, that the Recipient has ceased to be an Eligible Person, other than as a result of Retirement, and has ceased to fulfil any other role as employee or officer of the Company or any Related Entity, including as a result of termination of employment, resignation from employment, removal as an officer, death or Total Disability;

(hh) **Total Disability** means, with respect to a Recipient, that, solely because of disease or injury, the Recipient is deemed by a qualified physician selected by the Company to be unable to work at any occupation which the Recipient is reasonably qualified to perform;

(ii) **Trigger Date** means, with respect to a Restricted Share Unit, the date set by the Board at the time of grant, and if no date is set by the Board, then December 31st of the third calendar year following the Grant Date of the Restricted Share Unit, as such may be amended in accordance with §2.62.6, provided that in any event a Restricted Share Unit shall not vest earlier than one year following the date that it is issued;

(jj) **TSX** means The Toronto Stock Exchange;

(kk) **TSX-V** means the TSX Venture Exchange;

(ll) **CSE** means the Canadian Securities Exchange; and

(mm) **Vesting Date Value** means the notional value, as at a particular date, of the Fair Market Value of one Share.

Administration

1.4 The Board will, in its sole and absolute discretion, but taking into account Stock Exchange policies and relevant corporate, securities and tax laws:

(a) interpret and administer this Plan,

(b) establish, amend and rescind any rules and regulations relating to this Plan, and

(c) make any other determinations that the Board deems necessary or appropriate for the administration of this Plan.

The Board may correct any defect or any omission or reconcile any inconsistency in this Plan in the manner and to the extent the Board deems, in its sole and absolute discretion, necessary or appropriate. Any decision of the Board in the interpretation and administration of this Plan will be final, conclusive and binding on all parties concerned. All expenses of administration of this Plan will be borne by the Company.

The Board, together with the Recipient, will ensure that the Recipient is a bona fide Eligible Person that is permitted to receive awards under this Plan.

Delegation to Committee

1.5 All of the powers exercisable hereunder by the Board may, to the extent permitted by law and as determined by a resolution of the Board, be delegated to a Committee including, without limiting the generality of the foregoing, those referred to under §1.4.

Incorporation of Terms of Plan

1.6 Subject to specific variations approved by the Board all terms and conditions set out herein will be incorporated into and form part of each Restricted Share Unit granted under this Plan.

Effective Date

1.7 This Plan will be effective on March 12, 2025. The Board may, in its discretion, at any time, and from time to time, issue Restricted Share Units to Eligible Persons as it determines appropriate under this Plan, subject to compliance with the terms of this Plan and receipt of the necessary approval of the shareholders, disinterested shareholders, Stock Exchange or other regulatory bodies as applicable (the "**Required Approvals**").

Maximum Number of Shares

1.8 The maximum number of Shares that may be reserved for issuance under this Plan at any point in time is 10% of the Issued Shares at the time Shares are reserved for issuance as a result of the issue of Restricted Share Units, less any Shares reserved for issue under any other Share Compensation Arrangements.

Limitations on Restricted Share Units to any One Person and to Insiders

1.9 Unless disinterested Shareholder Approval is obtained (or unless permitted otherwise by the rules of the Stock Exchange):

(a) the maximum number of Shares which may be reserved for issuance to Insiders (as a group) under the Plan, together with any other Share Compensation Arrangements, may not exceed 10% of the Issued Shares;

(b) the maximum number of Restricted Share Units that may be granted to Insiders (as a group) under the Plan, together with any other Share Compensation Arrangements, within a 12-month period, may not exceed 10% of the Issued Shares calculated on the Grant Date;

(c) the maximum number of Restricted Share Units that may be granted to any one Eligible Person under the Plan, together with any other Share Compensation Arrangements, within a 12-month period, may not exceed 5% of the Issued Shares calculated on the Grant Date;

(d) the maximum number of Restricted Share Units may be the subject of a grant to any one Eligible Person under the Plan may not exceed 1% of the Issued Shares calculated at the Grant Date; and

(e) the maximum number of Restricted Share Units that may be granted to any one Eligible Person under the Plan within a 12-month period may not exceed 2% of the Issued Shares calculated at the beginning of the 12-month period.

Hold Period

1.10 Pursuant to Stock Exchange Policies, where a hold period is applicable, the acknowledgment certificate, a form of which is attached as Schedule "A" to this Plan, will include a legend stipulating that the Award is subject to a four-month hold period commencing from the Grant Date.

PART 2
AWARDS UNDER THIS PLAN

Recipients

2.1 Only Eligible Persons are eligible to participate in this Plan and receive one or more Restricted Share Units. Eligible Persons will confirm to the Company in a form acceptable to the Company that they are eligible to receive awards under this Plan. Restricted Share Units that may be granted hereunder to a particular Eligible Person in a calendar year will (subject to any applicable terms and conditions) represent a right to a bonus or similar award to be received for services rendered by such Eligible Person to the Company or a Related Entity, as the case may be, in the Company's or the Related Entity's fiscal year ending in, or coincident with, such calendar year, as determined by the Board in its discretion.

Grant

2.2 The Board may, in its discretion, at any time, and from time to time, grant Restricted Share Units to Eligible Persons as it determines is appropriate, subject to the limitations set out in this Plan. In making such grants the Board may, in its sole discretion but subject to §2.4(d) in addition to Performance Conditions set out below, impose such conditions on the vesting of the Awards as it sees fit, including imposing a vesting period on grants of Restricted Share Units.

Performance Conditions

2.3 At the time a grant of a Restricted Share Unit is made, the Board may, in its sole discretion, establish such performance conditions for the vesting of Restricted Share Units as may be specified by the Committee in the Award (the "**Performance Conditions**"). The Board may use such business criteria and other measures of performance as it may deem appropriate in establishing any Performance Conditions, and may exercise its discretion to reduce the amounts payable under any Award subject to Performance Conditions. The Board may determine that an Award shall vest in whole or in part upon achievement of any one Performance Condition or that two or more Performance Conditions must be achieved prior to the vesting of an Award. Performance Conditions may differ for Awards granted to any one Grantee or to different Grantees.

Vesting

2.4 Except as provided in this Plan, Restricted Share Units issued under this Plan will vest on the date (the "**Vesting Date**") that is the later of:

(a) the Trigger Date; and

(b) the date upon which the relevant Performance Conditions or other vesting conditions set out in the Award has been satisfied,

provided that

(c) Restricted Share Units shall only vest on the Trigger Date to the extent that the Performance Conditions or other vesting conditions set out in an Award have been satisfied on or before the Trigger Date;

(d) if the date in section 2.4(a) or 2.4(b) occurs during a Restricted Period, the Vesting Date shall be extended to a date which is the earlier of: (i) one business day following the end of such Restricted Period; and (ii) the Expiry Date;

(e) no Restricted Share Unit will remain outstanding for any period which exceeds the Expiry Date of such Restricted Share Unit; and

(f) in any event a Restricted Share Unit shall not vest earlier than one year following the date that it is issued.

Forfeiture and Cancellation Upon Expiry Date

2.5 Restricted Share Units which do not vest on or before the Expiry Date of such Restricted Share Unit will be automatically cancelled, without further act or formality and without compensation.

Amendment of Trigger Date

2.6 The Board of Directors may, at any time after a grant of a Restricted Share Unit, accelerate the Trigger Date of such Restricted Share Unit.

Account

2.7 Restricted Share Units issued pursuant to this Plan (including fractional Restricted Share Units, computed to three digits) will be credited to a notional account maintained for each Recipient by the Company for the purposes of facilitating the determination of amounts that may become payable hereunder. A written confirmation of the balance in each Recipient's account will be sent by the Company to the Recipient upon request of the Recipient.

Dividend Equivalents

2.8 On any date on which a cash dividend is paid on Shares, a Recipient's account will be credited with the number and type of Restricted Share Units (including fractional Restricted Share Units, computed to three digits) calculated by

(a) multiplying the amount of the dividend per Share by the aggregate number of Restricted Share Units that were credited to the Eligible Person's account as of the record date for payment of the dividend, and

(b) dividing the amount obtained in §2.8(a) by the Fair Market Value on the date on which the dividend is paid,

provided that such crediting will be subject to the limitations set out in the Plan as to the maximum number of Restricted Share Units allowable under this Plan and will vest and become redeemable along with the underlying award.

Adjustments and Reorganizations

2.9 In the event of any dividend paid in shares, share subdivision, combination or exchange of shares, merger, consolidation, spin-off or other distribution of Company assets to shareholders, or any other change in the capital of the Company affecting Shares, the Board, in its sole and absolute discretion, will make, with respect to the number of Restricted Share Units outstanding under this Plan, any proportionate adjustments as it considers appropriate to reflect that change, provided that such adjustments are subject to the limitations set out in the Plan as to the maximum number of Restricted Share Units allowable under this Plan. Any adjustments made, other than in connection with a security consolidation or security split, are subject to the prior acceptance of the TSX-V.

Notice and Acknowledgement

2.10 No certificates will be issued with respect to the Restricted Share Units issued under this Plan. Each Eligible Person will, prior to being granted any Restricted Share Units, deliver to the Company a signed acknowledgement substantially in the form of Schedule "A" to this Plan.

PART 3
PAYMENTS UNDER THIS PLAN

Payment of Restricted Share Units

3.1 Subject to the terms of this Plan and, in particular, §3.7 of this Plan, the Company, in its discretion and as may be determined by the Board of Directors, will pay out vested Restricted Share Units issued under this Plan and credited to the account of a Recipient by paying or issuing (net of any Applicable Withholding Tax) to such Recipient, on or subsequent to the Trigger Date but no later than the Expiry Date of such Vested Restricted Share Unit, an Award Payout of either:

(a) subject to receipt of the Required Approvals, one Share for such whole vested Restricted Share Unit. Fractional Shares shall not be issued and where a Recipient would be entitled to receive a fractional Share in respect of any fractional vested Restricted Share Unit, the Company shall pay to such Recipient, in lieu of such factional Share, cash equal to the

Vesting Date Value as at the Trigger Date of such fractional Share. Each Share issued by the Company pursuant to this Plan shall be issued as fully paid and non-assessable, or

(b) a cash amount equal to the Vesting Date Value as at the Trigger Date of such vested Restricted Share Unit.

Limitation on Issuance of Shares to Insiders

3.2 Notwithstanding anything in this Plan, the Company shall not issue Shares under this Plan to any Eligible Person who is an Insider of the Company where such issuance would result in:

(a) the total number of Shares issuable at any time under this Plan to Insiders, or when combined with all other Shares issuable to Insiders under any other Share Compensation Arrangements then in place, exceeding 10% of the total number of issued and outstanding equity securities of the Company on a non-diluted basis; and

(b) the total number of Shares that may be issued to Insiders during any one-year period under this Plan, or when combined with all other Shares issued to Insiders under any other Share Compensation Arrangements then in place, exceeding 10% of the total number of issued and outstanding equity securities of the Company on a non diluted basis.

Where the Company is precluded by this §3.2 from issuing Shares to an Insider of the Company, the Company will pay to the relevant Insider a cash Award Payout in an amount equal to the Vesting Date Value as at the Trigger Date of the Restricted Share Unit.

Consultants and Advisors

3.3 The Board may engage such consultants and advisors as it considers appropriate, including compensation or human resources consultants or advisors, to provide advice and assistance in determining the amounts to be paid under this Plan and other amounts and values to be determined hereunder or in respect of this Plan including, without limitation, those related to a particular Fair Market Value.

Cancellation on Termination for Cause, Retirement or Voluntary Resignation

3.4 Unless the Board at any time otherwise determines, all unvested Restricted Share Units held by any Recipient and all rights in respect thereof will be automatically cancelled, without further act or formality and without compensation, immediately in the event of a Termination arising from the termination of employment or removal from service by the Company or a Related Entity for cause, Retirement of the Recipient or the voluntary resignation by the Recipient.

Total Disability, Death and Termination Without Cause

3.5 Unless the Board at any time otherwise determines, if a Recipient ceases to be an Eligible Person for any of the following reasons, unvested Restricted Share Units will immediately vest on the date the Recipient ceases to be an Eligible Person:

(a) death or Total Disability of a Recipient;

(b) the Termination of employment or removal from service by the Company or a Related Entity without cause; and

(c) the Termination of employment by the Recipient other than by way of Retirement of the Recipient or voluntary resignation by the Recipient.

Change of Control

3.6 In the event of a Change of Control, all Restricted Share Units credited to an account of a Recipient that have not otherwise previously been cancelled pursuant to the terms of the Plan shall vest on the date on which the Change of Control occurs (the "**Change of Control Date**"). Within thirty (30) days after the Change of Control Date, but in no event later than the Expiry Date, the Participant shall receive a cash payment equal in amount to: (a) the number of Restricted Share Units that vested on the Change of Control Date; multiplied by (b) the Fair Market Value on the Change of Control Date, net of any withholding taxes and other source deductions required by law to be withheld by the Company.

Tax Matters and Applicable Withholding Tax

3.7 The Company does not assume any responsibility for or in respect of the tax consequences of the receipt by Recipients of Restricted Share Units, or payments received by Recipients pursuant to this Plan. The Company or relevant Related Entity, as applicable, is authorized to deduct such taxes and other amounts as it may be required or permitted by law to withhold ("**Applicable Withholding Tax**"), in such manner (including, without limitation, by selling Shares otherwise issuable to Recipients, on such terms as the Company determines) as it determines so as to ensure that it will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, or the remittance of tax or other obligations. The Company or relevant Related Entity, as applicable, may require Recipients, as a condition of receiving amounts to be paid to them under this Plan, to deliver undertakings to, or indemnities in favour of, the Company or Related Entity, as applicable, respecting the payment by such Recipients of applicable income or other taxes.

PART 4
MISCELLANEOUS

Compliance with Applicable Laws

4.1 The issuance by the Company of any Restricted Share Units and its obligation to make any payments hereunder is subject to compliance with all applicable laws. As a condition of participating in this Plan, each Recipient agrees to comply with all such applicable laws and agrees to furnish to the Company all information and undertakings as may be required to permit compliance with such applicable laws. The Company will have no obligation under this Plan, or otherwise, to grant any Restricted Share Unit or make any payment under this Plan in violation of any applicable laws.

Non-Transferability

4.2 Restricted Share Units and all other rights, benefits or interests in this Plan are non-transferable and may not be pledged or assigned or encumbered in any way and are not subject to attachment or garnishment, except that if a Recipient dies the legal representatives of the Recipient will be entitled to receive the amount of any payment otherwise payable to the Recipient hereunder in accordance with the provisions hereof.

No Right to Service

4.3 Neither participation in this Plan nor any action under this Plan will be construed to give any Eligible Person or Recipient a right to be retained in the service or to continue in the employment of the Company or any Related Entity, or affect in any way the right of the Company or any Related Entity to terminate his or her employment at any time.

Successors and Assigns

4.4 This Plan will enure to the benefit of and be binding upon the respective legal representatives of the Eligible Person.

Plan Amendment

4.5 The Board may amend this Plan as it deems necessary or appropriate, subject to the requirements of applicable laws, but no amendment will, without the consent of the Recipient or unless required by law, adversely affect the rights of a Recipient with respect to Restricted Share Units to which the Recipient is then entitled under this Plan. All amendments to this Plan are subject to acceptance of the Stock Exchange.

Plan Termination

4.6 The Board may terminate this Plan at any time, but no termination will, without the consent of the Recipient or unless required by law, adversely affect the rights of a Recipient with respect to Restricted Share Units to which the Recipient is then entitled under this Plan. In no event will a termination of this Plan accelerate the vesting of Restricted Share Units or the time at which a Recipient would otherwise be entitled to receive any payment in respect of Restricted Share Units hereunder.

Governing Law

4.7 This Plan and all matters to which reference is made in this Plan will be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

Reorganization of the Company

4.8 The existence of this Plan or Restricted Share Units will not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, or to create or issue any bonds, debentures, Shares or other securities of the Company or to amend or modify the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Company, or any amalgamation, combination, merger or consolidation involving the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

No Shareholder Rights

4.9 Restricted Share Units are not considered to be Shares or securities of the Company, and a Recipient who is issued Restricted Share Units will not, as such, be entitled to receive notice of or to attend any shareholders' meeting of the Company, nor entitled to exercise voting rights or any other rights attaching to the ownership of Shares or other securities of the Company, and will not be considered the owner of Shares by virtue of such issuance of Restricted Share Units.

No Other Benefit

4.10 No amount will be paid to, or in respect of, a Recipient under this Plan to compensate for a downward fluctuation in the Fair Market Value or price of a Share, nor will any other form of benefit be conferred upon, or in respect of, a Recipient for such purpose.

Unfunded Plan

4.11 For greater certainty, this Plan will be an unfunded plan, including for tax purposes and for purposes of the *Employee Retirement Income Security Act* (United States). Any Recipient to which

Restricted Share Units are credited to his or her account or holding Restricted Share Units or related accruals under this Plan will have the status of a general unsecured creditor of the Company with respect to any relevant rights that may arise thereunder.

SCHEDULE "A"

FORM OF RESTRICTED SHARE UNIT AGREEMENT

Organto Foods Inc. (the "**Company**") hereby confirms the grant to the undersigned Recipient of Restricted Share Units ("**Units**") described in the table below pursuant to the Company's Restricted Share Unit Plan (the "**Plan**"), a copy of which Plan has been provided to the undersigned Recipient.

No. of Units	Trigger Date/Performance Conditions	Expiry Date

[include any specific/additional vesting period or Performance Conditions]

DATED ____________________, 20____.

ORGANTO FOODS INC.

Per: ________________________________
Authorized Signatory

The undersigned hereby accepts such grant, acknowledges being a Recipient under the Plan, agrees to be bound by the provisions thereof and agrees that the Plan will be effective as an agreement between the Company and the undersigned with respect to the Units granted or otherwise issued to it.

DATED ____________________, 20____.

____
Witness (Signature)

____
Name (please print)

____
Address

____
City, Province

____
Occupation

____
Recipient's Signature

____

____
Name of Recipient (print)