

SUBSCRIPTION AGREEMENT FOR SHARES

TO: REAL FOOD CONNECTIONS LTD. (the "Corporation")

The undersigned (the "Subscriber") hereby irrevocably subscribes for and agrees to purchase that number of Class B Common Shares (the "Shares") of the Corporation set forth below for the aggregate subscription price set forth below, upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Shares of Real Food Connections Ltd." attached hereto (the "Terms and Conditions").

<i>(Name of Subscriber - please print)</i>

<i>(signature)</i>

<i>(Subscriber's Address, including postal code)</i>

<i>(Telephone Number)</i>

<i>(E-mail Address and Facsimile Number)</i>
<i>If Subscriber is an individual resident in New Brunswick who wishes to take advantage of the New Brunswick Small Business Investor Tax Credit Program, please provide the following:</i>
<i>Social Insurance Number:</i> _____
<i>Date of Birth:</i> _____

Number of Shares @ \$100.00 per Share:

Aggregate Subscription Price: \$ _____ CDN
<u>Register and Deliver the Shares as set forth below:</u>

<i>(Name)</i>

<i>(Address, including postal code)</i>

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the Terms and Conditions and the Corporation represents and warrants to the Subscriber that the representations and warranties made by the Corporation are true and correct in all material respects as of the Closing Date (as defined herein) and that the Subscriber is entitled to rely thereon.

REAL FOOD CONNECTIONS LTD.

Per: _____
Levi Lawrence, President

Date: _____, 2014.

TERMS AND CONDITIONS OF SUBSCRIPTION FOR SHARES OF REAL FOOD CONNECTIONS LTD.

Subscription for Shares

1. The Subscriber hereby confirms its irrevocable subscription for and offer to purchase that number of Class B Common Shares set out on page 1 hereof at a price of \$100.00 per share, all on the terms and subject to the conditions set forth in these Terms and Conditions forming part of the Subscription Agreement.

Representations, Warranties and Covenants by Subscriber

2. By executing this Subscription Agreement, the Subscriber represents and warrants to and covenants with the Corporation (and acknowledges that the Corporation is relying thereon) that:
 - (a) *Independent Advice on Resale Restrictions.* It has been independently advised as to the restrictions with respect to trading in the Shares imposed by applicable securities legislation in the jurisdiction in which it resides or to which it is otherwise subject; confirms that no representation has been made to it by or on behalf of the Corporation with respect thereto; acknowledges that it is aware of the characteristics of the Shares, the risks relating to an investment therein, that the Shares are subject to resale restrictions and may not (and will not) be resold unless a statutory exemption is available, or a discretionary order or ruling is obtained providing an exemption from the prospectus requirements of securities laws or under a prospectus in accordance with applicable securities laws, and that it is solely responsible (and the Corporation is not in any manner responsible) for complying with such restrictions; and
 - (b) *No Prospectus.* It understands and acknowledges that the Shares are being issued pursuant to exemptions from the prospectus requirements under applicable securities legislation and that no prospectus has been filed by the Corporation with any securities commission or similar regulatory authority in any jurisdiction, and as a result:
 - (i) it is restricted from using certain of the protections, rights, remedies otherwise available under applicable securities laws, including statutory rights of rescission or damages; and
 - (ii) it may not receive information that might otherwise be required to be provided to the Subscriber under the applicable securities laws if the exemptions were not being used; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under the applicable securities laws if the exemptions were not being used; and
 - (c) *Purchasing as Principal.* It is purchasing the Shares as principal for its own account, not for the benefit of any other person, for investment only, and not with a view to the resale or distribution of all or any of the Shares and, if it falls within a

category set out in the attached Schedule "A" (a "Connected Subscriber"), it has concurrently executed and delivered an Investor Statement in the form attached as Schedule "A" to this Subscription Agreement; and

- (d) *No Verbal or Written Representations Except in Offering Memorandum.* It has not relied upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation except as expressly set forth in the Offering Memorandum dated _____, as amended; and
- (e) *Residence.* It is resident in the jurisdiction set forth in the "Subscriber's Address" on page 1 of this Subscription Agreement; and
- (f) *Shares Not Registered Under U.S. Securities Act.* It is aware that the Shares have not been and will not be registered under the *United States Securities Act of 1933* (the "US. Securities Act") or the securities laws of any state and may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and the applicable laws of all applicable states or an exemption from such registration requirements is available and it acknowledges that the Corporation has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Shares; and
- (g) *Other Representations Regarding U.S.* It is not acquiring the Shares on behalf of any person in the United States. No offers to sell the Shares were made by any person to it while it was in the United States. It was outside the United States at the time of execution and delivery of this Subscription Agreement. The current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the US Securities Act. It has no intention to distribute either directly or indirectly any of the Shares in the United States, except in compliance with the US Securities Act. If it is a corporation, partnership or other entity incorporated or organized in the United States, (i) its affairs are controlled and directed from outside of the United States, (ii) its purchase of the Shares was not solicited in the United States, (iii) no part of the transaction which is the subject of this Subscription Agreement occurred in the United States, and (iv) the Corporation has informed it that no market for the Shares currently exists in the United States; and
- (h) *Age of Majority.* If an individual, it is of the full age of majority and is legally competent to execute this Subscription Agreement and take all action pursuant hereto; and
- (i) *Authorization and Effectiveness.* This Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber; and
- (j) *Authorization and Effectiveness.* If a corporation, partnership, unincorporated association or other entity, it has the legal capacity and competence to enter into and be bound by this Subscription Agreement and further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained; and
- (k) *No Violation.* The entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms and provisions

of any law applicable to it, or any of its constating documents, or of any agreement to which the Subscriber is a party or by which it is bound; and

- (l) *Investment Suitability.* It has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment or as a result of advice received from a registered person other than the Corporation or any affiliates thereof or, where it is not purchasing as principal, each beneficial purchaser, is able to bear the economic risk of loss of its investment; and
- (m) *Additional Financings.* The Corporation may complete additional financings in the future in order to develop the business of the Corporation and to fund its ongoing development; that there is no assurance that such financings will be available and, if available, on reasonable terms; any such future financings may have a dilutive effect on current securityholders, including the Subscriber; that if such future financings are not available, the Corporation may be unable to fund its ongoing development and the lack of capital resources may result in the failure of its business venture; and
- (n) *Filings.* If required by applicable securities legislation, regulations, rules, instruments, policies or orders or by any securities commission or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Shares as may be required; and
- (o) *No Illegal Activities Proceeds.* None of the funds representing the aggregate subscription amount which will be advanced by or on behalf of the Subscriber to the Corporation hereunder are, to the knowledge of the Subscriber, proceeds obtained or derived, directly or indirectly, as the result of illegal activities. The funds being used to purchase the Shares which will be advanced by or on behalf of the Subscriber hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* ("PCMLTFA") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. None of the funds to be provided by or on behalf of the Subscriber are being tendered on behalf of a person who has not been identified to the Subscriber. The Subscriber covenants that it shall promptly notify the Corporation if the Subscriber discovers that any of such representations cease to be true and to provide the Corporation with appropriate information in connection therewith.

The Subscriber agrees that the above representations, warranties and covenants will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time (as defined in Section 6 below) and will survive the completion of the issuance of the Shares for a period of two (2) years from the Closing Date.

Covenants of the Corporation

- 3. The Corporation hereby covenants to the Subscriber that:
 - (a) *Securities Filings:* Forthwith after the Closing the Corporation shall file such forms and documents as may be required under the applicable securities legislation in conjunction with the exemption of the offering and issue of Shares from prospectus

and, if applicable, registration requirements, which, without limiting the generality of the foregoing, shall include a Form 45-106F1 as prescribed by NI 45-106;

- (b) *Compliance with Covenants:* The Corporation shall perform and carry out all of the acts and things to be completed by it as provided in this Subscription Agreement; and
- (c) *Fulfillment of Closing Conditions:* The Corporation shall use its reasonable commercial efforts to fulfill, at or prior to the Closing Date, each of the conditions set out in this Subscription Agreement to be satisfied by such date.

Representations and Warranties of the Corporation

- 4. The Corporation represents and warrants to the Subscriber, and acknowledges that it is relying upon such representations and warranties in entering into this Subscription Agreement or purchasing the Shares, as the case may be, that:
 - (a) *Incorporation and Organization:* The Corporation is a valid and subsisting corporation under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to carry on its business as now conducted or proposed to be conducted and to own or lease and operate the properties and assets thereof and the Corporation has all requisite corporate power and authority to enter into, execute and deliver this Subscription Agreement and to carry out the obligations thereof hereunder;
 - (b) *Issue of Shares.* All necessary corporate action has been or will be taken to authorize the issue and sale of, and the delivery of certificates representing the Shares and, upon payment of the subscription amount, and the issue thereof, the Shares will be validly issued as fully paid and non-assessable;
 - (c) *Consents, Approvals and Conflicts.* Except as shall have been obtained by the Closing Date, none of the offering and sale of the Shares, the execution and delivery of this Subscription Agreement or of the certificates representing the Shares, compliance by the Corporation with the provisions of this Subscription Agreement or the consummation of the transactions contemplated herein for the consideration and upon the terms and conditions as set forth herein do or will (i) require the consent, approval, or authorization, order or agreement of, or registration or qualification with, any governmental agency, body or authority, court, stock exchange, securities regulatory authority or other Person, (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Corporation is a party or by which it or any of the properties or assets thereof is bound, or (iii) conflict with or result in any breach or violation of any provisions or, or constitute a default under the constating documents of the Corporation or any resolution passed by the directors (or any committee thereof) or shareholders of the Corporation, or any statute or any judgment, decree, order, rule, policy or regulation of any court, governmental authority, any arbitrator, or securities regulatory authority applicable to the Corporation or any of the properties or assets thereof which could have a material adverse effect on the condition (financial or otherwise), business, properties or results of operations of the Corporation;
 - (d) *Authority and Authorization.* The Corporation has full corporate power and authority to enter into this Subscription Agreement and to do all acts and things and execute

and deliver all documents as are required hereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and the Corporation has taken all necessary corporate action to authorize the creation, execution, delivery and performance of this Subscription Agreement, the certificates representing the Shares, and to observe and perform the provisions of this Subscription Agreement, in accordance with the provisions hereof;

- (e) *Validity and Enforceability.* This Subscription Agreement has been authorized, executed and delivered by the Corporation and constitutes a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with its terms;
- (f) *No Cease Trade Order:* No order preventing, ceasing or suspending trading in any securities of the Corporation or prohibiting the issue and sale of securities by the Corporation has been issued and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Corporation, are pending, contemplated or threatened.

The Corporation agrees that the above representations, warranties and covenants will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time and will survive the completion of the issuance of shares for a period of two (2) years from the Closing Date.

Collection of Personal Information

- 5. The Subscriber (on its own behalf and, if applicable, on behalf of each beneficial purchaser for whose benefit the Subscriber is acting):
 - (a) acknowledges, consents and authorizes the Corporation to collect the Subscriber's personal information for the purpose of completing the Subscriber's subscription and to retain such personal information for as long as permitted or required by applicable law or business practices;
 - (c) acknowledges, consents and authorizes the Corporation to deliver to the applicable securities commission personal information (such as full name, residential address and telephone number) pertaining to the Subscriber; and
 - (d) acknowledges and consents to the fact that the Corporation may be required by applicable securities laws to provide regulatory authorities any personal information provided by the Subscriber respecting itself.

Closing Date

- 6. The sale of the Shares will be completed at 1 p.m., or such other time as the Corporation may determine (the "Closing Time") on October 20, 2014, or such other date as the Corporation may determine (the "Closing Date").

Deliveries on Closing

- 7. (a) The Subscriber agrees to deliver to the Corporation, or its legal counsel, McInnes Cooper, as soon as possible and, in any event, not later than the Closing Time:
 - (i) this duly completed and executed Subscription Agreement;

- (ii) If the Subscriber is a Connected Subscriber, a duly completed and executed Investor Statement in the form attached hereto as Schedule "A";
 - (iii) An Agreement in a form satisfactory to the Corporation, pursuant to which the Subscriber agrees to become a party to the Unanimous Shareholders' Agreement between the Corporation and its Shareholders (the "Shareholders' Agreement") and pursuant to which the Subscriber agrees to hold its Shares in accordance with, and subject to the terms of, such Shareholders Agreement; and
 - (iv) a cheque payable to "Real Food Connections Ltd." for the aggregate subscription amount or payment of the aggregate subscription amount by such other method as is permitted by the Offering Memorandum.
- (b) The Corporation acknowledges and agrees that the obligations of the Subscriber hereunder are conditional on the accuracy of the representations and warranties of the Corporation contained in this Subscription Agreement and the Offering Memorandum as of the date of this Subscription Agreement and as of the Closing Date, and the fulfillment of the following additional conditions at or prior to the Closing Time:
- (i) all covenants, agreements and conditions contained in this Subscription Agreement to be performed by the Corporation on or prior to the Closing Date shall have been performed or complied with in all material respects;
 - (ii) delivery to the Subscriber of certificates representing the Shares purchased by the Subscriber registered in the name of the Subscriber or its nominee; and
 - (iii) delivery of an executed copy of this Subscription Agreement and the Unanimous Shareholder Agreement.

Counterparts

8. This Subscription Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

Indemnity

9. (a) The Subscriber acknowledges that the representations, warranties and covenants made by the Subscriber contained herein are made with the intent that they may be relied upon by the Corporation and its counsel in determining the Subscriber's eligibility to purchase the Shares under the relevant securities legislation including, without limitation, the availability of exemptions from the prospectus and, if applicable, registration requirements of applicable securities legislation in connection with the issuance of the Shares to the Subscriber hereunder. The Subscriber further covenants that by the acceptance of the Shares, he or she shall be representing and warranting that such representations and warranties are true as at the Closing Time as if made at that time.
- (b) The Corporation acknowledges that the representations, warranties and covenants made by the Corporation contained herein are made with the intent that they may be relied upon by the Subscriber. The Corporation hereby agrees to indemnify the

Subscriber and its directors, officers, employees, advisors, affiliates, shareholders and agents against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur, caused or arising from any breach of a representation or warranty given by the Corporation herein or any failure by the Corporation to observe or perform any covenant or obligation contained herein, provided that no party (the "Indemnifying Party") shall be required to indemnify any other party (the "Indemnified Party") unless a notice specifying the nature of the claim relating to such matter is given (in the manner specified in Section 20 hereof) by the Indemnified Party to the Indemnifying Party within the two-year time period prescribed in Sections 2 and 4 hereof. The rights of indemnification set out in this Section 9 are in substitution for, and not in addition to, any other rights or remedies available under statute, at law or in equity.

Governing Law

10. This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada applicable therein and the Subscriber and the Corporation each irrevocably attorns to the exclusive jurisdiction of the courts of the Province of New Brunswick with respect to any matters arising out of this Subscription Agreement.

Time of Essence

11. Time shall be of the essence hereof.

Entire Agreement and Headings

12. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein. The headings contained are for convenience only and shall not affect the meanings or interpretation hereof.

Subscriber's Expenses

13. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any counsel retained by the Subscriber) relating to the purchase of the Shares by the Subscriber shall be borne by the Subscriber.

Assignment

14. The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, this Subscription Agreement shall not be assignable by either party without prior written consent of the other.

No Revocation

15. The Subscriber agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber. Further, the Subscriber expressly waives and releases the Corporation from all rights of withdrawal or rescission to which the Subscriber might otherwise be entitled under applicable securities legislation.

Modification

16. Neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

Miscellaneous

17. All covenants, representations, warranties and agreements contained herein shall survive the closing of the transactions contemplated hereby.

Currency

18. All references herein to "\$" means, unless otherwise specified, Canadian dollars.

Legal and Tax Advice

19. The Subscriber acknowledges and agrees that it is solely responsible for obtaining such legal advice and tax advice as it considers appropriate in connection with the execution, delivery and performance by it of this Subscription Agreement and the completion of the transaction contemplated hereby.

Notice

20. Any notice required or permitted to be given hereunder shall be given in the manner specified in the Shareholders Agreement, as the same may be amended, amended and restated, or replaced from time to time.

SCHEDULE "A" TO THE SUBSCRIPTION AGREEMENT

INVESTOR STATEMENT AS TO NATURE OF RELATIONSHIPS

TO: REAL FOOD CONNECTIONS LTD. (the "Corporation")

In connection with the purchase by the undersigned subscriber (the "**Subscriber**") of Class B Common Shares of the Corporation (the "**Common Shares**"), the Subscriber hereby represents, warrants and certifies that:

1. the Subscriber is resident in or is subject to the securities legislation of the jurisdiction indicated on the first page of the attached Subscription Agreement;
2. the Subscriber is purchasing Common Shares as principal for its own account;
3. the Subscriber is (**please initial the appropriate line**):
 - (a) _____ an employee of the Corporation;
 - (b) _____ a director, senior officer or control person of the Corporation, or of an affiliate of the Corporation;
 - (c) _____ a spouse, parent, grandparent, brother, sister or child of (insert name of person), a director, senior officer or control person of the Corporation, or of an affiliate of the Corporation;
 - (d) _____ a parent, grandparent, brother, sister or child of the spouse of _____ (**insert name of person**), a director, senior officer or control person of the Corporation, or of an affiliate of the Corporation;
 - (e) _____ a close personal friend of _____ (**insert name of person**), a director, senior officer or control person of the Corporation, or of an affiliate of the Corporation;
 - (f) _____ a close business associate of _____ (**insert name of person**), a director, senior officer or control person of the Corporation, or of an affiliate of the Corporation;
 - (g) _____ a founder of the Corporation or a spouse, parent, grandparent, brother, sister, child, close personal friend or close business associate of _____ (**insert name of person**), a founder of the Corporation;
 - (h) _____ a parent, grandparent, brother, sister or child of the spouse _____ (**insert name of person**), a founder of the Corporation;
 - (i) _____ a person or Corporation of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in subsections 3(b) to 3(h) above; or
 - (j) _____ a trust or estate of which all the beneficiaries or a majority of the trustees are persons or companies described in subsection 3(b) to 3(h) above;

4. the above representations and warranties will be true and correct both as of the execution of this Certificate and as of the closing time of the purchase and sale of the Common Shares and acknowledges that they will survive the completion of the issue of the Common Shares; and
5. acknowledges that the foregoing representations and warranties are made by the undersigned with the intent that they be relied upon in determining the suitability of the undersigned as a purchaser of the Common Shares and the undersigned undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase and sale of Common Shares.

Dated: _____,
2014.

Name of Subscriber (Printed)

By : _____
(Authorized)

Name of individual whose signature appears above if
different than the name of the Subscriber printed
above.