



**FRIDAY'S DOG HOLDINGS INC.
NOTICE OF ANNUAL AND GENERAL MEETING**

NOTICE IS HEREBY GIVEN THAT the Annual General Meeting (the "**Meeting**") of the shareholders (the "**Shareholders**") of **FRIDAY'S DOG HOLDINGS INC.** (the "**Company**" or "**FDHI**") will be held at Suite 700 – 595 Burrard Street, Vancouver, British Columbia, V7X 1S8 on September 22, 2023 at 11:00 a.m. (Pacific Standard Time) for the following purposes:

1. to receive and consider the consolidated financial statements of the Company for the financial years ended December 31, 2022, and December 31, 2021, together with the auditors' report thereon;
2. to set the number of directors of the Company for the ensuing year at five (5);
3. to elect the following persons as directors of the Company for the ensuing year:

Jeremy Ross
Anthony Paterson
Ali Sodagar
Dominic Stann
Arthur Kwan
4. to appoint Davidson & Company LLP, as auditors of the Company for the ensuing fiscal year ending December 31, 2023 and to authorize the directors of the Company to fix the remuneration to be paid to the auditors;
6. to pass an ordinary resolution to approve the replacement of the Company's current stock option plan with the 2023 Stock Option Plan that complies with the current policies of the TSX Venture Exchange, as more particularly described in the accompanying Information Circular; and
7. to transact such further and other business as may be properly brought before the Meeting or any and all adjournments or postponements thereof.

Accompanying this Notice of Meeting is an Information Circular, a form of proxy and a reply card for use by Shareholders who wish to receive the Company's financial statements. The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is incorporated into this Notice of Meeting. Only shareholders of record at the close of business on August 15, 2023 will be entitled to receive notice of, and to vote at, the Meeting or any and all adjournments or postponements thereof.

If you are a registered Shareholder of the Company as at the record date of August 15, 2023 you may elect to vote by proxy by dating and executing the accompanying form of proxy and returning it by mail or hand delivery to the Company's transfer agent, Odyssey Trust Company, 350 – 409 Granville St, Vancouver, BC, V6C 1T2; or by using a touch-tone phone to transmit voting choices to the toll-free number given in the proxy. Registered Shareholders who choose this option 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 proxy access number; or using the internet through the website of Odyssey at <https://login.odysseytrust.com/pxlogin>. Registered Shareholders who choose this option must

follow the instructions that appear on the screen and refer to the enclosed proxy form for the holder's account number and the proxy access at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) before the date of the Meeting or the adjournment thereof at which the proxy is to be used.

If you are a non-registered Shareholder of the Company as at the record date and have received these materials through your broker or through another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or such other intermediary. If you are a non-registered Shareholder and do not complete and return the materials in accordance with such instructions, you may lose the right to vote at the Meeting, either in person or by proxy.

DATED at Vancouver, British Columbia, this 15th day of August, 2023.

BY ORDER OF THE BOARD

(Signed) "Jeremy Ross"
Jeremy Ross, Chief Executive Officer

INVITATION TO SHAREHOLDERS

August 15, 2023

Dear Shareholder:

On behalf of the board of directors (the "**Board**") of Friday's Dog Holdings Inc. (the "**Company**"), we are notifying you of our annual general meeting (the "**Meeting**") of shareholders ("**Shareholders**") holding common shares of the Company (the "**Common Shares**") to be held on September 22, 2023 at 700 – 595 Burrard Street, Vancouver, B.C. V7X 1S8 at 11:00am (Pacific Standard Time), or any adjournment or postponement thereof.

The items of business to be considered at the Meeting are described in the accompanying Notice of Meeting and Information Circular. The contents and the sending of the Information Circular have been approved by the Board.

Our public documents are available on SEDAR + at www.sedarplus.ca. We encourage you to visit our profile on SEDAR for information about the Company, including news releases and other continuous disclosure documents.

We look forward to receiving your vote at the Meeting.

Yours sincerely,

(Signed) "Jeremy Ross"

Jeremy Ross
Chief Executive Officer

FRIDAY'S DOG HOLDINGS INC.

Suite 710-1030 Georgia St. West
Vancouver B.C. V6E 2Y3

MANAGEMENT INFORMATION CIRCULAR

(containing information as at December 31, 2022 unless otherwise stated)

**For the Annual General Meeting
to be held on Friday, September 22, 2023**

Solicitation of Proxies

This Information Circular (the "**Circular**") is furnished in connection with the solicitation of proxies by the management (the "**Management**") of Friday's Dog Holdings Inc. (the "**Company**"), for use at the Annual General Meeting (the "**Meeting**") of the shareholders ("**Shareholders**") of the Company to be held on Friday, September 22, 2023, at the time and place and for the purposes set forth in the accompanying Notice of Meeting and at any adjournment thereof.

In this Circular, references to the "Company", "we" and "our" refer to Friday's Dog Holdings Inc., the reference to "**common shares**" means common shares without par value in the capital of the Company. "**Beneficial Shareholders**" means shareholders who do not hold common shares in their own name and "**intermediaries**" refers to banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans that own securities on behalf of Beneficial Shareholders.

The enclosed form of proxy (the "**Proxy**") is solicited by Management. The solicitation will be primarily by mail, however, proxies may be solicited personally or by telephone by the regular officers and employees of the Company. The cost of solicitation will be borne by the Company.

Appointment of Proxyholders

The persons named in the Proxy are representatives of the Company.

A Shareholder entitled to vote at the Meeting has the right to appoint a person (who need not be a Shareholder) to attend and act on the Shareholder's behalf at the Meeting other than the persons named in the accompanying form of proxy. To exercise this right, a Shareholder shall strike out the names of the persons named in the accompanying form of proxy and insert the name of the Shareholder's nominee in the blank space provided, or complete another suitable form of proxy. If your common shares are held in physical form (i.e., paper form) and are registered in your name, then you are a registered shareholder ("**Registered Shareholder**"). However, if, like most shareholders, you keep your common shares in a brokerage account, then you are a Beneficial Shareholder. The manner for voting is different for Registered Shareholders and Beneficial Shareholders. The instructions below should be read carefully by all shareholders.

Voting By Proxyholder

Manner of Voting

The Common Shares represented by the Proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called for and, if the Shareholder specifies a choice on the Proxy with respect to any matter to be acted upon, the shares will be voted accordingly. On any poll, the persons named in the Proxy (the "**Proxyholders**") will vote the shares in respect of which they are appointed. Where directions are given by the Shareholder in respect of voting for or against any resolution, the Proxyholder will do so in accordance with such direction.

The Proxy, when properly signed, confers discretionary authority on the Proxyholder with respect to amendments or variations to the matters which may properly be brought before the Meeting. At the time of printing this Circular, Management is not aware that any such amendments, variations or other matters are to be presented for action at the Meeting. However, if any other matters which are not now known to Management should properly come before the

Meeting, the proxies hereby solicited will be exercised on such matters in accordance with the best judgment of the Proxyholder.

In the absence of instructions to the contrary, the Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, in favour of the motions proposed to be made at the Meeting as stated under the headings in this Circular.

Revocation of Proxy

A Shareholder who has given a Proxy may revoke it at any time before it is exercised. In addition to revocation in any other manner permitted by law, a Proxy may be revoked by instrument in writing executed by the Shareholder or by his or her attorney authorized in writing, or, if the Shareholder is a corporation, it must either be under its common seal or signed by a duly authorized officer and deposited by mail with the Company's transfer agent, Odyssey Trust Company ("**Odyssey**") by mail or hand delivery at Odyssey Trust Company, 350 – 409 Granville St, Vancouver, BC, V6C 1T2, Canada, at any time up to and including the last business day preceding the day of the Meeting, or any adjournment of it, at which the proxy is to be used, or to the Chair of the Meeting on the day of the Meeting or any adjournment of it. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

Voting Thresholds Required for Approval

In order to approve a motion proposed at the Meeting, a majority of greater than 50% of the votes cast will be required (an "**Ordinary Resolution**") unless the motion requires a special resolution (a "**Special Resolution**"), in which case a majority of not less than two thirds of the votes cast will be required. In the event a motion proposed at the Meeting requires disinterested Shareholder approval or must be passed on a "majority of the minority" basis, Common Shares held by Shareholders of the Company who are also "insiders", as such term is defined under applicable securities laws, will be excluded from the count of votes cast on such motion.

Advice to Registered Shareholders

Registered Shareholders whose names appear on the records of the Company as the registered holders of Common Shares in the capital of the Company may choose to vote by proxy whether or not they are able to attend the Meeting in person by completing a proxy form, voting by telephone, or voting by internet as follows:

- (i) completing, dating and signing the enclosed form of proxy and returning it to Odyssey by mail or hand delivery at Odyssey Trust Company, 350 – 409 Granville St, Vancouver, BC, V6C 1T2, Canada;
- (ii) using a touch-tone phone to transmit voting choices to the toll-free number given in the proxy. Registered Shareholders who choose this option 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 proxy access number; or
- (iii) using the internet through the website of Odyssey at <https://login.odysseytrust.com/pxlogin>. Registered Shareholders who choose this option must follow the instructions *that* appear on the screen and refer to the enclosed proxy form for the holder's account number and the proxy access number;

in all cases ensuring that the proxy is received at least 48 hours (excluding Saturdays, Sundays and holidays) before the Meeting or the adjournment thereof at which the proxy is to be used.

Advice to Beneficial Shareholders

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold shares in their own name.

Only Registered Shareholders or the persons they appoint as their proxies are permitted to vote at the Meeting. Most Shareholders are non-registered Shareholders because the Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Shares ("**Non-Registered Shareholders**"). Shares beneficially owned by a Non-Registered Shareholder are registered either:

(i) in the name of an Intermediary that the Non-Registered Shareholder deals with in respect of their Shares or (ii) in the name of a clearing agency (such as CDS) of which the Intermediary is a participant.

There are two kinds of beneficial owners: those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for Objecting Beneficial Owners) and those who do not object (called "**NOBOs**" for Non-Objecting Beneficial Owners). Issuers can request and obtain a list of their NOBOs from intermediaries via their transfer agents, pursuant to National Instrument 54-101 entitled, "Communication with Beneficial Owners of Securities of Reporting Issuers" ("**NI 54-101**") and issuers can use this NOBO list for distribution of proxy-related materials directly to NOBOs. In accordance with the requirements of NI 54-101 the Company has, if applicable, distributed copies of the Notice of Meeting, this Management Information Circular, the Form of Proxy and related documents (collectively, the "**Meeting Materials**") to the clearing agencies and Intermediaries for onward distribution to Non-Registered Holders. Non-Registered Shareholders can expect to receive a voting instruction from the Broadridge Financial Solutions, Inc. ("**Broadridge**"). These voting instruction forms are to be completed and returned in the envelope provided or by any other voting methods described on the voting instruction form itself, which contains complete instructions regarding voting procedures.

Management of the Company does not intend to pay for intermediaries to forward to their OBO clients the proxy-related materials and Form 54-101F7 – *Request for Voting Instructions Made by Intermediary* under NI 54-101 and, as such, OBOs will not receive the proxy-related materials in connection with the Meeting unless such OBO's Intermediary assumes the cost of delivery. The voting instruction form supplied to Non-Registered Shareholders by Intermediaries will be similar to the Proxy provided to the Registered Shareholders by the Company. However, its purpose is limited to instructing the Intermediary on how to vote on your behalf. Most Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge in the United States and in Canada. Broadridge mails a voting instruction form in lieu of a Proxy provided by the Company. The voting instruction form will name the same persons as the Company's Proxy to represent you at the Meeting. You have the right to appoint a person (who need not be a shareholder of the Company), other than the persons designated in the voting instruction form, to represent you at the Meeting. To exercise this right, you should insert the name of the desired representative in the blank space provided in the voting instruction form. The completed voting instruction form must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. If you receive a voting instruction form from Broadridge, you cannot use it to vote Common Shares directly at the Meeting – the voting instruction form must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have the Common Shares voted.

Although as a Non-Registered Shareholder you may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of your Intermediary, you, or person designated by you, may attend at the Meeting as proxyholder for your Intermediary and vote your Common Shares in that capacity. If you wish to attend at the Meeting and indirectly vote your Common Shares as proxyholder for you Intermediary, or have a person designated by you do so, you should enter your own name, or the name of the person you wish to designate, in the blank space on the voting instruction form provided to you and return the same to your Intermediary in accordance with the instructions provided by such Intermediary, well in advance of the Meeting. **An OBO or NOBO receiving a voting instruction form from Broadridge cannot use that form to vote shares directly at the Meeting. Instead, the voting instruction form must be returned to Broadridge or the alternate voting procedures must be completed well in advance of the Meeting in order to ensure that such shares are voted.**

Notice to Shareholders in the United States

The solicitation of proxies involve securities of an issuer located in Canada and is being effected 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

Except as otherwise disclosed herein, none of the directors ("**Directors**") or officers ("**Officers**") of the Company, at any time since the beginning of the Company's last financial year, nor any proposed nominee for election as a Director, or any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matters to be acted upon at the Meeting exclusive of the election of directors or the appointment of auditors.

Record Date, Voting Shares and Principal Holders Thereof

A Shareholder of record at the close of business on August 15, 2023 (the "**Record Date**") who either personally attends the Meeting or who has completed and delivered a proxy in the manner and subject to the provisions described above, shall be entitled to vote or to have such shareholder's shares voted at the Meeting, or any adjournment thereof.

The Company's authorized capital consists of an unlimited number of Common Shares without par value. As at the Record Date, the Company has 84,069,352 Common Shares issued and outstanding, each share carrying the right to one vote. Under the Company's bylaws, a quorum for the transaction of business at a meeting of shareholders is one person who is, or who represent by proxy at the Meeting. If such a quorum is not present in person or by proxy, the Company will reschedule the Meeting.

To the knowledge of the directors and senior officers of the Company, other than as disclosed below, no person owns, directs, or controls, directly or indirectly, 10% or more of the issued and outstanding Common Shares.

Statement of Executive Compensation

The following information regarding executive compensation is presented in accordance with National Instrument Form 51-102F6V *Statement of Executive Compensation* and sets forth compensation for each of the NEOs and directors of FDHI. For the purpose of this Statement of Executive Compensation:

"**CEO**" means an individual who acted as chief executive officer of FDHI, or acted in a similar capacity, for any part of the most recently completed financial year;

"**CFO**" means an individual who acted as chief financial officer of FDHI, or acted in a similar capacity, for any part of the most recently completed financial year;

"**director**" means an individual who acted as a director of FDHI, or acted in a similar capacity, for any part of the most recently completed financial year; "equity incentive plan" means an incentive plan, or portion of an incentive plan, under which awards are granted and that falls within the scope of IFRS 2 Share-Based Payments;

"**NEO**" or "named executive officer" means each of the following individuals:

- (a) a CEO;
- (b) a CFO;
- (c) each of the three most highly compensated executive officers, 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 subsection 1.3(6) of National Instrument 51-102 *Continuous Disclosure Obligations*, for that financial year; and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of FDHI, nor acting in a similar capacity, at the end of that financial year.

"**option-based award**" means an award under an equity incentive plan of options, including, for greater certainty, share options, share appreciation rights, and similar instruments that have option-like features.

Director and NEO Compensation, Excluding Compensation Securities

The following table sets out all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company to each NEO and director, in any capacity, for the two most recently completed financial years.

Table of Compensation Excluding Compensation Securities								
Name and principal position	Year ⁽¹⁾	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites	Pension value (\$)	Value of all other compensation (\$)	Total compensation (\$)
Ryan Cheung ¹ <i>CFO and Corporate Secretary</i>	Year-ended December 31, 2022	\$11,400	Nil	Nil	Nil	Nil	Nil	\$11,400
Chelsea Rusche ² <i>President and COO</i>	Year-ended December 31, 2022	\$167,175	Nil	Nil	Nil	Nil	Nil	\$167,175
Jeremy Ross ³ <i>Director</i>	Year-ended December 31, 2022	\$100,000	Nil	Nil	Nil	Nil	Nil	\$100,000
Paul Charlish ⁴ <i>Former CFO and Corporate Secretary</i>	Year-ended December 31, 2022	\$62,500	Nil	Nil	Nil	Nil	Nil	\$62,500
Richard Scheiner ⁵ <i>Former CEO, President and COO</i>	Year-ended December 31, 2022	\$358,530	Nil	Nil	Nil	Nil	Nil	\$358,530
Arthur Kwan ⁶ <i>Director</i>	Year-ended December 31, 2022	Nil	Nil	30,000	Nil	Nil	Nil	\$30,000
Dominic Stann ⁷ <i>Director</i>	Year-ended December 31, 2022	Nil	Nil	\$20,000	Nil	Nil	Nil	\$20,000
Ali Sodagar ⁸ <i>Director and Chairman</i>	Year-ended December 31, 2022	Nil	Nil	\$30,000	Nil	Nil	Nil	\$30,000
Ehsan Agahi ⁹ <i>Former Director</i>	Year-ended December 31, 2022	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Andrew Bowering ¹⁰ <i>Former CEO and Director</i>	Year-ended December 31, 2022	Nil	Nil	\$30,000	Nil	Nil	Nil	\$30,000
	Year-ended December 31, 2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Michael Kobler ¹¹ <i>Former Director</i>	Year-ended December 31, 2022	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	Year-ended December 31, 2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Anthony Paterson ¹² <i>Director</i>	Year-ended December 31, 2022	Nil	Nil	\$30,000	Nil	Nil	Nil	\$30,000
	Year-ended December 31, 2021	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Simon Anderson ¹³ <i>Former CFO</i>	Year-ended December 31, 2022	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	Year-ended December 31, 2021	\$7,700 ⁽⁴⁾	Nil	Nil	Nil	Nil	Nil	\$7,700

Notes:

- Ryan Cheung replaced Mr. Charlish as CFO on July 8, 2022.
- Ms. Rusche was appointed as COO on May 26, 2023; and as President on August 18, 2022.
- Mr. Ross replaced Andrew Bowering as a director on December 2, 2022. He was appointed as CEO and President on May 26, 2023; and resigned as President on August 18, 2022.
- Mr. Charlish was appointed CFO and Corporate Secretary on February 25, 2022 and resigned on July 8, 2022.
- Mr. Scheiner was appointed CEO, President and COO on February 25, 2022 and removed as CEO, President and COO on May 26, 2022.
- Mr. Kwan was appointed a director on February 25, 2022.
- Mr. Stann was appointed as a director on February 25, 2022.
- Mr. Sodagar was appointed as a director on February 25, 2022 and Chairman as of March 8, 2022.
- Mr. Agahi was appointed as a director on February 22, 2022 and resigned on February 25, 2022.
- Mr. Bowering was appointed President, CEO and a director of FDHI on June 2, 2020. During the period-ended December 31, 2021, FDHI paid \$6,000 for management services to Bowering Projects Ltd., a company controlled by Mr. Bowering. Mr. Bowering resigned as CEO and President on February 25, 2022; and resigned as a director on December 2, 2022.
- Mr. Kobler was appointed a director of FDHI on February 20, 2020; and resigned from the FDHI Board on February 25, 2022.
- Mr. Paterson was appointed a director of FDHI on February 13, 2020.
- Mr. Anderson was appointed CFO on June 2, 2020; and resigned from the FDHI Board on February 22, 2022. During the period-ended December 31, 2021, FDHI incurred \$7,700 for management fees to S2 Management Inc., a company controlled by Mr. Anderson.

Stock Options and Other Compensation Securities

No compensation securities were granted or issued to any NEO or director by FDHI during the most recently completed financial year ended December 31, 2022 or December 31, 2021. Accordingly, no table of Compensation Securities by NEOs and directors is presented in this section.

Exercise of Compensation Securities by NEOs and Directors

No NEOs or directors of FDHI exercised compensation securities of FDHI during the most recently completed financial year ended December 31, 2022 or December 31, 2021. Accordingly, no table of Exercise of Compensation Securities by NEOs and directors is presented in this section.

Stock Option Plans and Other Incentive Plans

Refer to Schedule "A" 2023 Stock Option Plan, attached hereto, for a description of the FDHI 2023 Stock Option Plan. There are presently no FDHI Stock Options outstanding under the FDHI Option Plan.

Employment, Consulting and Management Agreements

Management functions of FDHI are not, to any substantial degree, performed other than by directors or NEOs of FDHI. There are no agreements or arrangements that provide for compensation to NEOs or directors of FDHI, or that provide for payments to a NEO or director at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, severance, a change of control in FDHI or a change in the NEO or director's responsibilities. Refer to "*Information Concerning FDHI – Management Contracts*" in the Circular for more information.

Oversight and Description of Director and Named Executive Officer Compensation

Compensation of NEOs

Compensation of NEOs is reviewed annually and determined by the FDHI Board. The level of compensation for NEOs is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources.

Elements of NEO Compensation

As discussed above, FDHI has adopted the FDHI Option Plan to motivate NEOs by providing them with the opportunity, through FDHI Options, to acquire an interest in FDHI and benefit from FDHI's growth. The FDHI Board does not employ a prescribed methodology when determining the grant or allocation of FDHI Options to NEOs. Other than the FDHI Option Plan, FDHI does not offer any long-term incentive plans, share compensation plans, retirement plans, pension plans, or any other such benefit programs for NEOs.

Compensation of Directors

Compensation of directors of FDHI is reviewed annually. The level of compensation for directors is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources. In the FDHI Board's view, there is, and has been, no need for FDHI to design or implement a formal compensation program for directors. While the FDHI Board considers FDHI Option grants to directors under the FDHI Option Plan from time to time, the FDHI Board does not employ a prescribed methodology when determining the grant or allocation of FDHI Options. Other than the FDHI Option Plan, as discussed above, FDHI does not offer any long-term incentive plans, share compensation plans or any other such benefit programs for directors.

Pension Plan Benefits

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by FDHI and none are proposed at this time.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The only equity compensation plan which FDHI has in place is the FDHI Option Plan, which is administered by the FDHI Board. Refer to Schedule "A" attached to the Circular for a description of the FDHI 2023 Stock Option Plan.

There are no FDHI Stock Options outstanding under the FDHI Stock Option Plan. The following table provides information regarding the number of FDHI Shares available for future issuance under the FDHI Stock Option Plan as at the financial year ending December 31, 2022.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants, and rights	Weighted average exercise price of outstanding options, warrants, and rights (\$)	Number of securities remaining available for future issuance under equity compensation plan
Equity compensation plans approved by security holders	Nil	Nil	9,146,935 ⁽¹⁾
Equity compensation plans not approved by security holders	Nil	N/A	Nil
Total	Nil	Nil	9,146,935⁽¹⁾

Note:

(1) Based on 91,469,352 issued and outstanding FDHI Shares as at December 31, 2022. In January 2023 the issued and outstanding share capital for FDHI was reduced to 84,069,352 as 7,400,000 shares of the Company were cancelled and returned to treasury in relation to a mutual release and settlement agreement entered with the estate of David Babaie.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

At no time since the beginning of the last completed financial year was any current director, executive officer or employee or any former director, executive officer or employee of FDHI, or any proposed nominee for election as a director of FDHI or any associates of the foregoing persons: (i) indebted to FDHI; or (ii) indebted to another entity where such indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by FDHI, other than routine indebtedness.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

For purposes of the following discussion, "**Informed Person**" means (a) a director or executive officer of FDHI; (b) a director or executive officer of a person or company that is itself an Informed Person or a subsidiary of FDHI; (c) any person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of FDHI or a combination of both carrying more than 10 percent of the outstanding FDHI Shares, other than the FDHI Shares held by the person or company as underwriter in the course of a distribution; and (d) FDHI itself if it has purchased, redeemed or otherwise acquired any of its FDHI Shares, for so long as it holds any of its FDHI Shares.

Except as disclosed elsewhere in the Circular or in the notes to FDHI's financial statements for the financial year ended December 31, 2022, none of

- (a) the Informed Persons of FDHI;
- (b) the proposed nominees for election as a director; or
- (c) any associate or affiliate of the foregoing persons,

has any material interest, direct or indirect, in any transaction since the commencement of FDHI's most recently completed financial year or in a proposed transaction which has materially affected or would materially affect FDHI or any subsidiary of FDHI.

During the year ended December 31, 2022, the Company entered into the following transactions with related parties:

- Incurred consulting and management fees of \$100,000 to Jeremy Ross, CEO and former President of the Company. As at December 31, 2022, \$25,000 was included in accounts payable and accrued liabilities for management fees and expenses reimbursement.
- Incurred consulting and management fees of \$167,175 to Chelsea Rusche, President and COO of the Company.

- Incurred consulting and management fees of \$11,400 to a company controlled by Ryan Cheung, CFO of the company. As at December 31, 2022, \$5,985 was included in accounts payable and accrued liabilities for management fees and expenses reimbursement
- Incurred consulting and management fees, including severance payments, of \$358,530 to Richard Scheiner, former CEO and COO of the Company.
- Incurred consulting and management fees of \$62,500 to Paul Charlish, former CFO of the Company.
- Incurred consulting and management fees of \$30,000 to Andrew Bowering, a director of the Company. As at December 31, 2022, \$15,000 was included in accounts payable and accrued liabilities for management fees and expenses reimbursement.
- Incurred consulting and management fees of \$30,000 to Anthony Paterson, a director of the Company. As at December 31, 2022, \$15,000 was included in accounts payable and accrued liabilities for management fees and expenses reimbursement.
- Incurred consulting and management fees of \$30,000 to Ali Sodagar, a director of the Company. As at December 31, 2022, \$15,000 was included in accounts payable and accrued liabilities for management fees and expenses reimbursement.
- Incurred consulting and management fees of \$30,000 to Arthur Kwan, a director of the Company. As at December 31, 2022, \$15,000 was included in accounts payable and accrued liabilities for management fees and expenses reimbursement.
- Incurred consulting and management fees of \$20,000 to Dominic Stann, a director of the Company. As at December 31, 2022, \$10,000 was included in accounts payable and accrued liabilities for management fees and expenses reimbursement.

In January, 2023, 7,400,000 shares of the Company were cancelled and returned to treasury in relation to a mutual release and settlement agreement entered with the estate of David Babaie. In December 2022 the Company entered into a mutual release and settlement with the estate of David Babaie, a former officer of the Company, with regards to certain creditor claims filed by a wholly-owned subsidiary of the Company against the assets of the Estate relating to fraud and certain alleged breaches of fiduciary duty against the former officer. Pursuant to the terms of the Settlement Agreement the parties agreed to settle all matters associated with the Claims on the following terms:

- (i) Friday's Dog Inc. ("FDI") agreed within 14 days of the effective date of the Settlement Agreement to discontinue the Claims filed by FDI on June 1, 2022 and September 29, 2022 in the Superior Court of California, County of Los Angeles, with no order as to costs and agree not to bring any further claims in respect of the disputed matters in the Claims;
- (ii) FDI agreed to allow the Estate to retain 600,000 common shares of the Company;
- (iii) the Estate agreed to surrender for cancellation the Estate's remaining 7,400,000 (surrendered) common shares of the Company (the "Settlement Shares"); and
- (iv) FDI and the Estate agreed to a mutual release from all matters relating to the Claims.

APPOINTMENT OF AUDITOR

Management proposes to nominate Davidson & Company as FDHI's auditor for the ensuing year.

MANAGEMENT CONTRACTS

FDHI is not a party to a management contract whereby management functions are to any substantial degree performed other than by FDHI's directors or executive officers.

AUDIT COMMITTEE DISCLOSURE

The Audit Committee Charter

The Audit Committee Charter of the FDHI Audit Committee is attached to this Circular as Schedule "B" hereto.

Composition of the FDHI Audit Committee

National Instrument 52-110 *Audit Committees*, ("**NI 52-110**") provides that a member of an audit committee is "independent" if the member has no direct or indirect material relationship with FDHI, which could, in the view of the FDHI Board, reasonably interfere with the exercise of the member's independent judgment.

NI 52-110 provides that an individual is "financially literate" if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by FDHI's financial statements. The following sets out the members of the FDHI Audit Committee and their education and experience that is relevant to the performance of their responsibilities as a FDHI Audit Committee member.

The current members of the FDHI Audit Committee are Ali Sodagar, Arthur Kwan and Dominic Stann. Two members of the audit committee are considered to be independent. Ali Sodagar is an officer and as such not considered to be independent. All members of the audit committee are financially literate as defined by NI 52-110.

Relevant Education and Experience

The education and experience of each audit committee member that is relevant to the performance of his responsibilities as an audit committee member is as follows:

Please refer to the individual biographies for the members of the audit committee above under the heading "Election of Directors."

Audit Committee Oversight

At no time during FDHI's most recently completed financial year was a recommendation of the FDHI Audit Committee to nominate or compensate an external auditor not adopted by the FDHI Board.

Reliance on Certain Exemptions

During the most recently completed financial year, FDHI has not relied on certain exemptions set out in NI 52-110, namely section 2.4 (De Minimis Non-audit Services), subsection 6.1.1(4) (Circumstance Affecting the Business or Operations of the Venture Issuer), subsection 6.1.1(5) (Events Outside Control of Member), subsection 6.1.1(6) (Death, Incapacity or Resignation), and any exemption, in whole or in part, in Part 8 (Exemptions).

Pre-Approval Policies and Procedures

The FDHI Audit Committee has not adopted formal policies and procedures for the engagement of non-audit services. Subject to the requirements of the NI 52-110, the engagement of non-audit services will be considered by, as applicable, the FDHI Board and the FDHI Audit Committee, on a case by case basis.

External Auditor Service Fees (By Category)

The following table sets out the aggregate fees charged to FDHI by the external auditor in each of the last two financial years for the category of fees described.

	Financial Year Ended December 31, 2022	Financial Year Ended December 31, 2021
Audit Fees ⁽¹⁾	\$92,884	\$54,000
Audit-Related Fees ⁽²⁾	Nil	Nil
Tax fees ⁽³⁾	Nil	Nil
All Other Fees ⁽⁴⁾	Nil	Nil
Total Fees:	\$92,884	\$54,000

Notes:

1. "Audit fees" include aggregate fees billed by FDHI's external auditor in each of the last fiscal years for audit fees.
2. "Audited related fees" include the aggregate fees billed in each of the last fiscal years for assurance and related services by FDHI's external auditor that are reasonably related to the performance of the audit or review of FDHI's financial statements and are not reported under "Audit fees" above. The services provided 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 the aggregate fees billed in each of the last fiscal years for professional services rendered by FDHI's external auditor for tax compliance, tax advice and tax planning. The services provided include 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 the aggregate fees billed in each of the last three fiscal years for products and services provided by FDHI's external auditor, other than "Audit fees", "Audit related fees" and "Tax fees" above.

Exemption

During the most recently completed financial year, FDHI relied on the exemption set out in section 6.1 of NI 52-110 with respect to compliance with the requirements of Part 3 (Composition of the Audit Committee) and Part 5 (Reporting Obligations).

Refer to "Election of Directors – Experience" above, which sets out the members of the FDHI Audit Committee and their education and experience that is relevant to the performance of their responsibilities as an FDHI Audit Committee member.

All audit committee members are accustomed to and familiar with financial statements for resource issuers through various public company roles including as an audit committee member with a number of other Canadian reporting issuers.

CORPORATE GOVERNANCE DISCLOSURE

National Instrument 58-101 *Disclosure of Corporate Governance Practices* requires issuers to disclose the corporate governance practices that they have adopted. The corporate governance practices FDHI has adopted are set out below.

Board of Directors

The FDHI Board is currently composed of five directors, namely Anthony Paterson, Ali Sodagar, Dominic Stann, Arthur Kwan, and Jeremy Ross. Each of the five current directors are nominated for election as director as expected to be elected as directors at the FDHI Meeting. Of the five individuals to be nominated by management for election as directors, Messrs. Paterson and Stann and Kwan will be considered to be independent based upon the tests for independence set out in section 1.4 of NI 52-110. Jeremy Ross will not be considered independent because of his position as Chief Executive Officer. Ali Sodagar will not be considered independent because of his appointment as Chairman to the FDHI Board.

Directorships

The following table sets out the other reporting issuers of which certain directors of FDHI are currently directors.

Name of Director	Name of Reporting Issuer
Jeremy Ross	Huntsman Exploration Inc. SKRR Exploration Inc. Canamera Energy Metals Corp. Clear Gold Resources Inc.
Anthony Paterson	District Mines Ltd. Canamera Energy Metals Corp.
Ali Sodagar	Izotropic Corporation
Arthur Kwan	Reem Capital Corp. Bow Lake Capital Corp. MAACKK Capital Corp. High Tide, Inc. Crystal Pool Capital 2.0, Inc. Aston Capital Advisors
Dominic Stann	None

Orientation and Continuing Education

The FDHI Board does not have a formal process for the orientation of new FDHI Board members. Orientation is done on an informal basis. New FDHI Board members are provided with such information as is considered necessary to ensure that they are familiar with FDHI's business and understand the responsibilities of the FDHI Board.

The FDHI Board does not have a formal program for the continuing education of its directors. FDHI expects its directors to pursue such continuing education opportunities as may be required to ensure that they maintain the skill and knowledge necessary to fulfill their duties as members of the FDHI Board. Directors can consult with FDHI's professional advisors regarding their duties and responsibilities, as well as recent developments relevant to FDHI and the FDHI Board.

Ethical Business Conduct

The FDHI Board has not adopted a formal code of ethics. In the FDHI Board's view, the fiduciary duties placed on individual directors by corporate legislation and the common law, and the restrictions placed by corporate legislation on an individual director's participation in decisions of the FDHI Board in which the director has an interest, have been sufficient to ensure that the FDHI Board operates independently of management and in the best interests of FDHI.

Although FDHI has not adopted a formal code of ethics, FDHI promotes an ethical business culture. Directors and officers of FDHI are encouraged to conduct themselves and the business of FDHI with the utmost honesty and integrity. Directors are also encouraged to consult with FDHI's professional advisors with respect to any issues related to ethical business conduct.

Nomination of Directors

The identification of potential candidates for nomination as directors of FDHI is primarily done by the CEO, but all directors are encouraged to participate in the identification and recruitment of new directors. Potential candidates are primarily identified through referrals by business contacts.

Compensation

The compensation of directors and the CEO is reviewed and determined by the independent directors of the FDHI Board. The level of compensation for NEOs is determined after consideration of various relevant factors, including

the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources.

Other Board Committees

FDHI has established one committee, being the FDHI Audit Committee. All FDHI Board decisions are made by full board of director meetings, conference calls or consent resolutions.

Assessments

The FDHI Board does not have any formal process for assessing the effectiveness of the FDHI Board, its committees, or individual directors. Such assessments are done on an informal basis by the CEO and the FDHI Board as a whole.

PARTICULARS OF MATTERS TO BE ACTED UPON

Presentation of Financial Statements

The audited financial statements of the Company for the financial years ended December 31, 2021 and December 31, 2022 (the "**Financial Statements**") and the auditor's report thereon (the "**Auditor's Report**"), will be presented to Shareholders at the Meeting.

The Financial Statements, Auditor's Report, and management's discussion and analysis ("**MD&A**") for the financial years ended December 31, 2021 and December 31, 2022 will be available on SEDAR+ at www.sedarplus.ca prior to the Annual General Meeting of Shareholders or from the office of the Company's counsel, which is located at 700 – 595 Burrard Street, Vancouver, British Columbia, V7X 1S8.

Appointment and Remuneration of Auditor

Shareholders will be asked to approve the re-appointment of Davidson & Company LLP, as the auditor of the Company to hold office until the next Annual General Meeting of the Shareholders at remuneration to be fixed by the Board.

In the absence of instructions to the contrary, the Proxyholders intend to vote the Common Shares represented by each Proxy, properly executed, FOR re-appointing Davidson & Company LLP, as the Company's independent auditor for the ensuing year, and FOR authorizing the Board to fix the auditor's pay.

Fixing the Number of Directors

Management proposes, and the persons named in the accompanying form of proxy intend to vote in favour of, fixing the number of Directors for the ensuing year at five (5). Although Management is nominating five (5) individuals to stand for election, the names of further nominees for Directors may come from the floor at the Meeting.

IN THE ABSENCE OF INSTRUCTIONS TO THE CONTRARY, THE PROXYHOLDERS INTEND TO VOTE THE COMMON SHARES REPRESENTED BY EACH PROXY, PROPERLY EXECUTED, FOR FIXING THE NUMBER OF DIRECTORS AT FOUR FOR THE ENSUING YEAR.

Election of Directors

The Company has nominated Jeremy Ross, Anthony Paterson, Ali Sodagar, Dominic Stann and Arthur Kwan for election to the board of directors. Each Director is elected annually and holds office until the next Annual General Meeting of Shareholders or until his successor is duly elected, unless his office is earlier vacated in accordance with the articles of the Company (the "**Articles**").

IN THE ABSENCE OF INSTRUCTIONS TO THE CONTRARY, THE PROXYHOLDERS INTEND TO VOTE THE COMMON SHARES REPRESENTED BY EACH PROXY, PROPERLY EXECUTED, FOR ELECTING EACH OF THE FIVE (5) DIRECTOR NOMINEES LISTED HEREIN.

Management does not contemplate that any of the nominees will be unable to serve as a Director. However, if that should occur for any reason prior to the Meeting, it is intended that the discretionary authority will be exercised by the Proxyholders to vote the Common Shares represented by each Proxy, properly executed, FOR the election of any other person or persons in place of any nominee or nominees unable to serve, unless authority to do so with respect to the nominee or nominees unable to serve is withheld.

Information Concerning Nominees Submitted By Management

The following table sets out required information regarding the persons nominated by Management for election as a Director. No proposed director is to be elected under any arrangement or understanding between the proposed director and any other person or company, except the directors and executive officers of the Company acting solely in such capacity.

Name, Province and Country of ordinary residence ⁽¹⁾ , and positions held with the Company	Principal occupation and, IF NOT an elected Director, principal occupation during the past five years ⁽¹⁾	Date(s) serving as a Director ⁽²⁾	No. of shares beneficially owned or controlled ⁽¹⁾
<p>Jeremy Ross⁽⁴⁾ Vancouver, BC Canada Director</p>	<p>Mr. Ross is a corporate development consultant with over 25 years' experience in venture capital and marketing for small cap to mid-tier mining, oil and gas companies. He is currently a director of Fission Uranium Corp.(TSX) and various other companies listed on the TSX-V and CSE. Mr. Ross ran a number of corporate development campaigns for Canamax Energy (TSX-V) (CAC), which sold to private equity group in 2015. He also headed up corporate development for Able Auctions and Smart Tire systems, both of which graduated from the OTC Bulletin Board (OTC-BB) to the Amex stock exchange (NYSE).</p>	<p>Director since December 2, 2022</p>	<p>2,913,000⁽⁴⁾</p>
<p>Anthony Paterson⁽⁵⁾ Vancouver, BC Canada Director</p>	<p>Mr. Paterson is President of TKO Consulting Ltd.; CEO of District Mines Ltd. since July 2020.</p>	<p>Director since February 13, 2020</p>	<p>3,051,662</p>
<p>Ali Sodagar Vancouver, BC Canada Director</p>	<p>Mr. Sodagar is a lawyer and Trade-Mark Agent with Sodagar & Company and practices in the areas of business law and civil litigation.</p>	<p>Director since February 25, 2022</p>	<p>Nil</p>
<p>Dominic Stann Vancouver, BC Canada Director</p>	<p>Dominic Stann has over 20 years of experience working with Consumer Packaged Goods. Dominic successfully launched a 'functional juice' line - "M13". Now valued at nearly \$60B. President of Made Digitally since 2014</p>	<p>Director since February 25, 2022</p>	<p>Nil</p>

Name, Province and Country of ordinary residence ⁽¹⁾ , and positions held with the Company	Principal occupation and, IF NOT an elected Director, principal occupation during the past five years ⁽¹⁾	Date(s) serving as a Director ⁽²⁾	No. of shares beneficially owned or controlled ⁽¹⁾
Arthur Kwan Calgary, AB Canada Director	Mr. Kwan was Managing Director, Investment Banking. President & CEO of The Newly Institute since January 2021 he is President & CEO of CannaIncome Fund between January 2018 and March 2021 and President & CEO of Seven Leaf Ventures between September 2018 and March 2020	Director since February 25, 2022	Nil

Notes

- (1) This information, not being within the knowledge of the Company, has been furnished by the respective nominees. Information provided as at the Record Date.
- (2) The Company does not set expiry dates for the terms of office of Directors. Each Director holds office as long as he is elected annually by Shareholders at Annual General Meetings, unless his office is earlier vacated in accordance with the Articles.
- (3) Member of Audit Committee.
- (4) Mr. Ross holds 520,370 Common Shares directly.
- (5) Mr. Paterson holds 1,569,520 Common Shares directly and is the beneficial holder of 1,482,142 Common shares registered in the name the company Perfect Storm Holdings Ltd. a company wholly-owned by Mr. Paterson.

Cease Trade Orders, Corporate and Personal Bankruptcies, Penalties and Sanctions

For purposes of the disclosure in this section, an "order" means a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, in each case that was in effect for a period of more than 30 consecutive days; and for purposes of item (a)(i) below, specifically includes a management cease trade order which applies to directors or executive officers of a relevant company that was in effect for a period of more than 30 consecutive days whether or not the proposed director was named in the order.

Except as disclosed below, none of the proposed directors, including any personal holding company of a proposed director:

- (a) is, as at the date of this Circular, or has been, within the 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:
 - (i) was subject to an order that was issued while the proposed director was acting in the capacity as a director, chief executive officer or chief financial officer of the company; or
 - (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as a director, chief executive officer or chief financial officer of the company; or
- (b) is, as at the date of this Circular, or has been, within the 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;
- (c) 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 proposed director;

- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority within the 10 years before the date of this Circular, if the disclosure of which would likely be important to a reasonable security holder in deciding whether to vote for a proposed director, or
- (e) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

Mr. Ross is the Chief Executive Officer and President, Messrs. Ross, Paterson, Sodagar, Stann and Kwan are all directors of Friday's Dog Holdings Inc. ("**Friday's**"), a company quoted on the TSX Venture Exchange. On June 3, 2022 the British Columbia Securities Commission ("**BCSC**") ordered a cease trade order against Friday's (the "**CTO**") in connection with the failure to file its interim financial statements and related management discussion and analysis for the fiscal quarter ended March 31, 2022 (the "**Q1 Reports**"). On June 6, 2022 Friday's filed the outstanding Q1 Reports and the BCSC issued an order revoking the CTO.

Approval of 2023 Stock Option Plan

Effective November 24, 2021, the Exchange adopted the new Policy 4.4 – Security Based Compensation (the "New Policy 4.4") in place of its former Policy 4.4 – Incentive Stock Options. All stock options plans approved by the Exchange before November 24, 2021 must now comply with the New Policy 4.4. In order to meet the requirements of the New Policy 4.4, subject to shareholder approval, the Board approved and adopted a new stock option plan (the "2023 Stock Option Plan") to replace the current plan. The terms and conditions of the Stock Option Plan are substantially similar to the current Plan, except for terms and conditions that are required under New Policy 4.4 to be included in Security Based Compensation Plans (as defined in the New Policy 4.4).

At the Meeting, the shareholders will be asked to pass an ordinary resolution to approve the 2023 Stock Option Plan, a copy of which is attached hereto as Schedule "B" to replace the Company's existing 10% rolling option plan. An ordinary resolution needs to be passed by a simple majority of the votes cast by the shareholders present in person or represented by proxy and entitled to vote at the Meeting.

The purpose of the 2023 Stock Option Plan is to provide the directors, officers and key employees of, and certain other persons who provide services to, the Company and its subsidiaries with an opportunity to purchase shares of the Company and benefit from any appreciation in the value of the Company's shares. This will provide an increased incentive for these individuals to contribute to the future success and prosperity of the Company, thus enhancing the value of the Company's shares for the benefit of all the shareholders and increasing the ability of the Company and its subsidiaries to attract and retain skilled and motivated individuals in the service of the Company.

The 2023 Stock Option Plan is a "rolling" plan that provides that the aggregate number of shares reserved for issuance under it, and all of the Company's other previously established and outstanding stock option plans or grants, is 10% of the Company's issued common shares at the time of the grant of a stock option under the proposed 2023 Stock Option Plan.

Under 2023 the Stock Option Plan, the option exercise price must not be less than the closing price of the common shares on the TSX Venture Exchange (the "**Exchange**") on the day immediately preceding the date of grant, less the applicable discount permitted by the policies of the Exchange. An option granted under the 2023 Stock Option Plan must be exercised within a period of ten years from the date of granting. Within this ten-year period, the board of directors of the Company may determine the limitation period during which an option may be exercised and, notwithstanding that none is required by the policies of the Exchange because the 2023 Stock Option Plan is a "rolling" plan, whether a particular grant will have a minimum vesting period. As a "rolling" plan, any amendment to the 2023 Stock Option Plan will require the approval of the Exchange and may require shareholder approval.

The exercise price of an option will be set by the Board of the Company at the time such option is allocated under the 2023 Option Plan, and cannot be less than the Discounted Market Price (as defined by applicable TSXV policies).

No single person may be granted options to purchase a number of common shares equaling more than 5% of the issued common shares of the Company in any twelve-month period unless the Company has obtained "disinterested shareholder approval" in respect of such grant and meets applicable Exchange requirements. Options must not be

granted if the exercise thereof would result in the issuance of more than 2% of the issued common shares of the Company in any twelve-month period to any one consultant of the Company or any of its subsidiaries (if any). Options must not be granted if the exercise thereof would result in the issuance of more than 2% of the issued common shares of the Company in any twelve (12) month period to persons employed to provide investor relation activities. Options granted to consultants performing investor relations activities must contain vesting provisions such that vesting occurs over at least 12 months with no more than 1/4 of the options vesting in any three (3) month period.

Options can be exercisable for a maximum of 5 years from the effective date of the grant of such Option. The exercise of any Options will be contingent upon receipt by the Company at its head office of a written notice of exercise, specifying the number of common shares with respect to which the option is being exercised, accompanied by cash payment, certified cheque or bank draft for the full purchase price of such common shares with respect to which the option is exercised.

All rights to exercise Options shall terminate upon the earliest of:

- (i) the expiration date of the Option;
- (ii) the 90th day after the Optionee ceases to be an Eligible Person for any reason other than death, disability or cause or such other reasonable expiration date as the Board may determine, provided that such expiration date does not exceed 12 months following the date the Optionee ceases to be an Eligible Person;
- (iii) the 30th day after the Optionee who is engaged in Investor Relations Activities for the Company ceases to be employed to provide Investor Relations Activities;
- (iv) the date on which the Optionee ceases to be an Eligible Person by reason or termination of the Optionee as an Employee, Consultant or Management Company Employee of the Company for cause (which, in the case of a Consultant, includes any breach of an agreement between the Company and the Consultant);
- (v) the first anniversary of the date on which the Optionee ceases to be an Eligible Person by reason of termination of the Optionee on account of disability; or
- (vi) in the case of the death of an Optionee, any vested Option held by the Optionee 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;

Under the policies of the Exchange, if the grants of options under the 2023 Stock Option Plan to "insiders" of the Company, together with all of the Company's outstanding stock options, could result at any time in:

- (a) the number of shares reserved for issuance pursuant to stock options granted to insiders of the Company exceeding 10% of the issued common shares of the Company; or
- (b) the grant to insiders of the Company, within a 12-month period, of a number of options exceeding 10% of the issued common shares of the Company;

such shareholder approval must be "disinterested shareholder approval".

The policies of the Exchange and the terms of the 2023 Stock Option Plan also provide that "disinterested shareholder approval" will be required for any agreement to decrease the exercise price or extension of expiry date of options previously granted to insiders of the Company but no such agreements are being brought before the Meeting.

The term "disinterested shareholder approval" means approval by a majority of the votes cast at the Meeting other than votes attaching to shares of the Company beneficially owned by insiders of the Company to whom options may be granted under the 2023 Stock Option Plan and associates of such persons. The term "insiders" is defined in the *Securities Act* (British Columbia) and generally includes directors and senior officers of the Company and its subsidiaries, the five highest paid employees and holders of greater than 10% of the voting securities of the Company. The term "associates" is defined in the *Securities Act* (British Columbia).

In accordance with the terms of the 2023 Stock Option Plan, it is subject to its acceptance for filing by the Exchange and an annual re-approval by the Company's shareholders.

If shareholder approval of the 2023 Stock Option Plan or a modified version thereof is not obtained, the Company will not continue to implement the 2023 Stock Option Plan nor grant options under it. Even if approved, the directors may determine not to proceed with the Stock Option Plan.

Accordingly, the shareholders of the Company will be asked at the Meeting to pass an ordinary resolution, the text of which will be in substantially the following form:

"Resolved, as an ordinary resolution, that:

- (1) the 2023 Stock Option Plan (the "**2023 Stock Option Plan**") as described in the Information Circular dated August 15, 2023, be and is hereby ratified, approved and confirmed including the reserving for issuance under the 2023 Stock Option Plan at any time of a maximum of 10% of the issued and outstanding shares of the Company, subject to any amendments that may be required by the TSX Venture Exchange;
- (2) the Company be authorized to abandon or terminate all or any part of the 2023 Stock Option Plan if the board of directors of the Company deems it appropriate and in the best interests of the Company to do so;
- (3) the Company be and is hereby authorized to grant options pursuant and subject to the terms and conditions of the 2023 Stock Option Plan;
- (4) the Company be and is hereby, at the discretion of the board of directors, to amend the exercise price of previously granted option agreements, without further approval by the shareholders, all in accordance with the policies of the TSX Venture Exchange; and
- (5) any one or more of the directors and officers of the Company be authorized and directed to perform all such acts, deeds and things and execute, under the seal of the Company or otherwise, all such documents and other writings, including treasury orders, stock exchange and securities commissions forms, as may be required to give effect to the true intent of this resolution."

Management and the Board of Directors recommend the shareholders to vote in favour of approving the 2023 Stock Option Plan. Unless a proxy contains instructions to vote against the approval of the 2023 Stock Option Plan, the persons named in the enclosed proxy intend to vote FOR the approval and ratification of the 2023 Stock Option Plan.

Other Matters

Management knows of no other matters to come before the FDHI Meeting other than those referred to in the Notice of Meeting and the Circular. Should any other matters properly come before the FDHI Meeting, the FDHI Shares represented by the Proxy solicited hereby will be voted on such matters in accordance with the best judgement of the persons voting by proxy.

ADDITIONAL INFORMATION

Additional information regarding FDHI and its business activities is available on the SEDAR+ at www.sedarplus.ca website located at www.sedar.com under "Company Profiles – Friday's Dog Holdings Inc.". FDHI's audited consolidated financial statements and management discussion and analysis ("**MD&A**") for the financial year ended December 31, 2022 and December 31, 2021 are available for review under FDHI's profile on SEDAR www.sedar.com. FDHI Shareholders may contact FDHI to request copies of the financial statements and MD&A without charge at 710 – 1030 West Georgia Street, Vancouver, BC V6E 2Y3.

SCHEDULE "A"
2023 STOCK OPTION PLAN

FRIDAY'S DOG HOLDINGS INC.
(the "Company")

1. PURPOSE

The purpose of this Stock Option Incentive Plan is to provide an incentive to Eligible Persons to acquire a proprietary interest in the Company, to continue their participation in the affairs of the Company and to increase their efforts on behalf of the Company.

2. DEFINITIONS

In this Plan, the following words have the following meanings:

- (a) "**Board**" means the Board of Directors of the Company;
- (b) "**Common Shares**" means the common shares of the Company as constituted on the Grant Date;
- (c) "**Company**" means **Friday's Dog Holdings Inc.** and includes all of its subsidiaries or affiliates and successors according to law;
- (d) "**Consultant**" has the meaning set out in the policies of the TSX Venture Exchange;
- (e) "**Consultant Company**" has the meaning set out in the policies of the TSX Venture Exchange;
- (f) "**Director**" has the meaning set out in the policies of the TSX Venture Exchange;
- (g) "**Effective Date**" means the day following the date upon which the Plan has been approved by the last to approve of the shareholders of the Company, the Board, the Exchange and any other regulatory authority having jurisdiction over the Company's securities;
- (h) "**Eligible Person**" means any Director, Officer, Employee or Management Company Employee of the Company or any affiliate of the Company, or company that is wholly owned by one of them, or any Consultant or Consultant Company of the Company or any affiliate of the Company, that is eligible to receive Options or Security Based Compensation, as pursuant to the policies of the Exchange;
- (i) "**Exchange**" means the TSX Venture Exchange and any other stock exchange or stock quotation system on which the Common Shares trade;
- (j) "**Exchange Hold Period**" has the meaning set out in the policies of the TSX Venture Exchange;
- (k) "**Discounted Market Price**" has the meaning assigned to it by Policy 1.1 of the TSX Venture Policies;
- (l) "**Insider**" has the meaning set out in the policies of the TSX Venture Exchange;
- (m) "**Investor Relations Activities**" has the meaning set out in the policies of the TSX Venture Exchange;
- (n) "**Investor Relations Service Provider**" includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities;
- (o) "**Issuer**" means a company and its subsidiaries which have any of its securities listed for trading on the TSX Venture Exchange and, as the context requires, any applicant company seeking a listing of its securities on the TSX Venture Exchange;
- (p) "**Management Company Employee**" has the meaning set out in the policies of the TSX Venture Exchange;

- (q) "**Market Price**" has the meaning assigned by Policy 1.1 of the TSX Venture Policies;
- (r) "**NEX Policy**" means the policy of the NEX Board of the Exchange;
- (s) "**Officer**" has the meaning set out in the policies of the Exchange;
- (t) "**Option**" means the option granted to an Optionee under this Plan and the Option Agreement;
- (u) "**Option Agreement**" means such option agreement or agreements as is approved from time to time by the Board and as is not inconsistent with the terms of this Plan;
- (v) "**Option Date**" means the date of grant of an Option to an Optionee;
- (w) "**Option Price**" is the price at which the Optionee is entitled pursuant to the Plan and the Option Agreement to acquire Option Shares;
- (x) "**Option Shares**" means, subject to the provisions of Section 8 of this Plan, the Common Shares which the Optionee is entitled to acquire pursuant to this Plan and the applicable Option Agreement;
- (y) "**Optionee**" means a person to whom an Option has been granted;
- (z) "**Plan**" means this Stock Option Plan, as may be amended and/or restated from time to time;
- (aa) "**Security Based Compensation**" includes any Deferred Share Unit, Performance Share Unit, Restricted Share Unit, Securities for Services, Stock Appreciation Right, Stock Option, Stock Option Plan and all capitalized terms used in the foregoing definition of "Security Based Compensation" have the meanings set out in the policies of the TSX Venture Exchange.

3. ADMINISTRATION

The Plan shall be administered by the Board, and subject to the policies of the Exchange from time to time and except as provided for herein, the Board shall have full authority to:

- (a) determine and designate from time to time those Eligible Persons to whom Options are to be granted and the number of Option Shares to be optioned to each such Eligible Person;
- (b) determine the time or times when, and the manner in which, each Option shall be exercisable and the duration of the exercise period;
- (c) determine from time to time the Option Price, provided such determination is not inconsistent with this Plan; and
- (d) interpret the Plan and to make such rules and regulations and establish such procedures as it deems appropriate for the administration of the Plan, taking into consideration the recommendations of management.

4. OPTIONEES

Optionees must be Eligible Persons who, by the nature of their jobs or their participation in the affairs of the Company, in the opinion of the Board, are in a position to contribute to the success of the Company.

5. EFFECTIVENESS AND TERMINATION OF PLAN

The Plan shall be effective as of the Effective Date and shall terminate on the earlier of:

- (a) the date which is ten years from the Effective Date; and
- (b) such earlier date as the Board may determine.

Any Option outstanding under the Plan at the time of termination of the Plan shall remain in effect in accordance with the terms and conditions of the Plan and the Option Agreement.

6. THE OPTION SHARES

The aggregate number of Option Shares reserved for issuance under the Plan and Common Shares reserved for issuance under any other share compensation arrangement granted or made available by the Company from time to time may not exceed in aggregate 10% of the Company's Common Shares issued and outstanding as at the date of grant or issuance of Options under this Plan.

7. GRANTS, TERMS AND CONDITIONS OF OPTIONS

Options may be granted by the Board at any time and from time to time prior to the termination of the Plan. Options granted pursuant to the Plan shall be contained in an Option Agreement and, except as hereinafter provided, shall be subject to the following terms and conditions.

(a) Option Price

The Option Price shall be determined by the Board, provided that such price shall not be lower than the Discounted Market Price of the Option Shares on the date of grant of the Option.

(b) Duration and Exercise of Options

Except as otherwise provided elsewhere in this Plan, the Options shall be exercisable for a period, or in percentage installments over a period, to be determined in each instance by the Board, not exceeding ten years from the Option Date. The Exchange Hold Period, (the four month resale restriction imposed by the Exchange and commencing on the Option Date), is required for Options granted to:

- (i) any Directors, Officers, and Promoters of the Company;
- (ii) any Consultants of the Company;
- (iii) any Persons holding securities carrying more than 10% of the voting rights attached to the Company's securities both immediately before and after the transaction in which securities are issued, and who have elected or appointed or have the right to elect or appoint one or more Directors or Officers of the Company; and
- (iv) any Person with an exercise price that is less than the applicable Market Price.

The Options must be exercised in accordance with this Plan and the Option Agreement. Except as contemplated in (c) below, no Option may be exercised by an Optionee who was an Eligible Person at the time of grant of such Option unless the Optionee shall have been an Eligible Person continuously since the Option Date. Absence on leave, with the approval of the Company, shall not be considered an interruption of employment for the purposes of the Plan.

(c) Termination

All rights to exercise Options shall terminate upon the earliest of:

- (i) the expiration date of the Option;
- (ii) the 90th day after the Optionee ceases to be an Eligible Person for any reason other than death, disability or cause or such other reasonable expiration date as the Board may determine, provided that such expiration date does not exceed 12 months following the date the Optionee ceases to be an Eligible Person;
- (iii) the 30th day after the Optionee who is engaged in Investor Relations Activities for the Company ceases to be employed to provide Investor Relations Activities;

- (iv) the date on which the Optionee ceases to be an Eligible Person by reason or termination of the Optionee as an Employee, Consultant or Management Company Employee of the Company for cause (which, in the case of a Consultant, includes any breach of an agreement between the Company and the Consultant);
- (v) the first anniversary of the date on which the Optionee ceases to be an Eligible Person by reason of termination of the Optionee on account of disability; or
- (vi) in the case of the death of an Optionee, any vested Option held by the Optionee 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;

(d) Re-issuance of Options

Options which are settled in cash, cancelled, terminated, surrendered, forfeited or expired without being exercised, and pursuant to which no Common Shares have been issued prior to exercise may be re-issued under the Plan.

(e) Transferability of Options

All Options are non-transferable and non-assignable.

(f) Vesting of Option Shares

The Board may determine and impose terms upon which each Option shall become Vested in respect of Option Shares, with the exception that vesting provisions on Investor Relations Option Shares shall not be accelerated without prior Exchange acceptance.

(g) Other Terms and Conditions

The Option Agreement may contain such other provisions as the Board deems appropriate, provided such provisions are not inconsistent with the Plan and the requirements of the Exchange.

In addition, for as long as the Common Shares of the Company are listed on the Exchange, any grant or issuance by the Company of Security Based Compensation to acquire Common Shares of the Company shall be subject to the following restrictions:

- (i) the maximum number of Common Shares of the Company that are issuable pursuant to all Securities Based Compensation granted or issued to Insiders (as a group) must not exceed 10% of the Common Shares of the Company at any point in time, unless the Company has obtained disinterested shareholder approval pursuant to the policies of the Exchange;
- (ii) the maximum number of Common Shares of the Company that are issuable pursuant to all Securities Based Compensation granted or issued in any 12 month period to Insiders (as a group) must not exceed 10% of the Common Shares of the Company, calculated as at the date any Securities Based Compensation is granted or issued to any Insider, unless the Company has obtained disinterested shareholder approval pursuant to the policies of the Exchange;
- (iii) the maximum number of Common Shares of the Company that are issuable pursuant to all Securities Based Compensation granted or issued in any 12 month period to any one Eligible Person must not exceed 5% of the Common Shares of the Company, calculated as at the date any Securities Based Compensation is granted or issued to the Eligible Person, unless the Company has obtained disinterested shareholder approval pursuant to the policies of the Exchange;
- (iv) the maximum number of Common Shares of the Company that are issuable pursuant to all Securities Based Compensation granted or issued in any 12 month period to any one Consultant must not exceed 2% of the Common Shares of the Company, calculated as at the date any Securities Based

Compensation is granted or issued to the Consultant, unless the Company has obtained disinterested shareholder approval pursuant to the policies of the Exchange;

- (v) the maximum number of Common Shares of the Company that are issuable pursuant to all Options granted or issued in any 12 month period to all Investor Relations Service Providers in aggregate must not exceed 2% of the Common Shares of the Company, calculated as at the date any Option is granted or issued to any such Investor Relations Service Provider;
- (vi) Options issued to any Investor Relations Service Provider must vest in stages over no less than 12 months with no more than one-quarter of the Options vesting in any three month period, and both the Company and the Optionee represent that the Optionee is a *bona fide* Employee, Consultant or Management Company Employee, as the case may be;
- (vii) the approval of the disinterested shareholders of the Company shall be obtained for any amendment to or reduction in the exercise price of the Option or extension of the term of the Option if the Optionee is an Insider of the Company at the time of the proposed amendment;
- (viii) for Security Based Compensation granted to the Employees, Consultants or Management Company Employees of the Company, both the Company and the Optionee represents that the Optionee is a *bona fide* Employee, Consultant or Management Company Employee, as the case may be; and
- (ix) an automatic extension to the expiry date, redemption date or settlement date of Security Based Compensation shall apply if such expiry/redemption/settlement date falls within a period (a "**Blackout Period**") during which the Company prohibits Optionees from exercising, redeeming or settling their Securities Based Compensation, provided that the following requirements have been satisfied:
 - a. the Blackout Period has been formally imposed by the Company pursuant to its internal trading policies as a result of the *bona fide* existence of undisclosed Material Information (as defined by Securities Law and the policies of the Exchange). In the absence of the Company formally imposing a Blackout Period, the expiry date, redemption date or settlement date, as applicable, of any Security Based Compensation will not be automatically extended;
 - b. the Blackout Period shall expire following the general disclosure of the undisclosed Material Information. The expiry date, redemption date or settlement date, as applicable, of the affected Security Based Compensation can be extended to no later than ten business days after the expiry of the Blackout Period;
 - c. the automatic extension of an Eligible Person's Security Based Compensation will not be permitted where the Eligible Person or the Company is subject to a cease trade order (or similar order under Securities Laws) in respect of the Company's securities; and
 - d. the automatic extension shall be available to all Eligible Persons under the Plan under the same terms and conditions.

8. ADJUSTMENT OF AND CHANGES IN THE OPTION SHARES

- (a) If the Common Shares are at any time to be listed or quoted on any stock exchange or stock quotation system other than the Exchange, to the extent that there are any Options which are outstanding and unexercised at the time of such application for listing, the Option Price, the aggregate number of Option Shares, the exercise period, and any other relevant terms of such Options, and the Option Agreements in relation thereto, shall be amended in accordance with the requirements of any applicable securities regulation or law or any applicable governmental or regulatory body (including the Exchange). Subject to the requirements of the Exchange, any such amendment shall be effective upon receipt of Board approval of it, subject to approval of disinterested shareholders of the Company, and approval of any of the Optionees is not required to give effect to such amendment.
- (b) If the Common Shares, as presently constituted, are changed into or exchanged for a different number or kind of shares or other securities of the Company or of another Company (whether by reason of merger,

consolidation, amalgamation, recapitalization, reclassification, split, reverse split, combination of shares, or otherwise), then there shall be substituted for or added to each Option Share subject to or which may become subject to an Option under this Plan, the number and kind of shares or other securities into which each outstanding Option Share is so changed, or for which each such Option Share is exchanged, or to which each such Option Share is entitled, as the case may be. Outstanding Options under the Option Agreements shall also be appropriately amended as to price and other terms as may be necessary to reflect the foregoing events. In the event that there is any other change in the number or kind of the outstanding Common Shares or of any shares or other securities into which such Option Shares are changed, or for which they have been exchanged, then, if the Board shall, in its sole discretion, determine that such change equitably requires an adjustment in any Option theretofore granted or which may be granted under the Plan, such adjustment shall be made in accordance with such determination. If the Company does not have sufficient number of Common Shares available under the Plan the Board shall, in its sole discretion, determine the amount to be paid by the Company in cash to satisfy its obligations in respect of such foregoing event. Notwithstanding the foregoing, any adjustment or amendment to an Option Agreement outstanding Options under this Plan other than as a consequence of a consolidation or split of Common Shares shall be subject to prior acceptance of the Exchange.

- (c) Fractional shares resulting from any adjustment in Options pursuant to this Section 8 will be cancelled. Notice of any adjustment shall be given by the Company to each holder of an Option which has been so adjusted and such adjustment (whether or not such notice is given) shall be effective and binding for all purposes of the Plan.

9. PAYMENT

Subject as hereinafter provided, the full purchase price for each of the Option Shares shall be paid by certified cheque or bank draft in favour of the Company upon exercise thereof. An Optionee shall have none of the rights of a shareholder in respect of the Option Shares until the Common Shares are issued to such Optionee.

10. SECURITIES LAW REQUIREMENTS

No Option shall be exercisable in whole or in part, nor shall the Company be obligated to issue any Option Shares pursuant to the exercise of any such Option, if such exercise and issuance would, in the opinion of counsel for the Company, constitute a breach of any applicable laws from time to time, or the rules from time to time of the Exchange. Each Option shall be subject to the further requirement that if at any time the Board determines that the listing or qualification of the Option Shares under any securities legislation or other applicable law, or the consent or approval of any governmental or other regulatory body (including the Exchange), is necessary as a condition of, or in connection with , the issue of the Option Shares hereunder, such Option may not be exercised in whole or in part unless such listing, qualification, consent or approval has been effected or obtained free of any conditions not acceptable to the Board.

11. AMENDMENT OF THE PLAN

The Board may amend, suspend or terminate the Plan or any portion thereof at any time, but an amendment may not be made without the approval of the shareholders of the Company unless such amendment is a correction of a typographical error or clarifies existing provisions of this Plan that do not have the effect of altering the scope, nature and intent of such provisions.

12. POWER TO TERMINATE OR AMEND PLAN

Subject to the approval of any stock exchange on which the Company's securities are listed, the Board may terminate, suspend or amend the terms of the Plan; provided, that any such amendment is subject to shareholder approval or disinterested shareholder approval of the Company, as the case may be, pursuant to the policies of the Exchange.

13. SHAREHOLDER APPROVAL

For greater certainty, without limitation, amendments to any of the following provisions of this Plan are subject to approval of the shareholders of the Company:

- (a) persons eligible to be granted or issued Security Based Compensation under this Plan;
- (b) the maximum percentage of Common Shares that are issuable under this Plan;
- (c) the limits under this Plan on the amount of Security Based Compensation that may be granted or issued to any one person or any category of persons;
- (d) the method for determining the exercise price of Options;
- (e) the maximum term of Security Based Compensation;
- (f) the expiry and termination provisions applicable to Security Based Compensation, including the addition of a Blackout Period;
- (g) the addition of a Net Exercise (as defined under the policies of the Exchange); and
- (h) any method or formula for calculating prices, values or amounts under this Plan that may result in a benefit to an Optionee.

Notwithstanding the foregoing, the following amendments to this Plan will not be subject to approval of the shareholders of the Company: (i) amendments to fix typographical errors; and (ii) amendment to clarify existing provisions of this Plan that do not have the effect of altering the scope, nature and intent of such provisions.

Subject to the policies of the Exchange, without limitation, the following will require approval of disinterested shareholders of the Company:

- (a) any amendments to this Plan that could result in exceeding any of the limits set forth in Section 7(g) of this Plan;
- (b) any amendment to an Option held by an Insider of the Company that would have the effect of decreasing the exercise price of the Option;
- (c) any grant of Security Based Compensation prior to shareholder approval of this Plan; and
- (d) any amendment to the Plan or an Option that results in a benefit to an Insider of the Company, which includes the cancellation of an Option and grant of a new Option to the same person within one year.

FRIDAY'S DOG HOLDINGS INC.
STOCK OPTION PLAN
OPTION AGREEMENT

This Option Agreement is entered into between **Friday's Dog Holdings Inc.** (the "**Company**") and the Optionholder named below pursuant to the Company's Option Plan (the "**Plan**"), a copy of which is attached hereto, and confirms that:

1. On _____ (the "**Grant Date**");
2. _____ (the "**Optionholder**");
3. Was granted a non-assignable option to purchase _____ Common Shares (the "**Optioned Shares**") of the Company;
4. At a price (the "**Exercise Price**") of \$_____ per Optioned Shares; and
5. For a term expiring at 5:00 p.m., Vancouver time, on _____ (the "**Expiry Date**").

All on the terms and subject to the conditions set out in the Plan. By signing this agreement, the Optionholder acknowledges that the Optionholder has read and understands the Plan.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE _____.

Without prior written approval of the TSX Venture Exchange and in compliance with all applicable securities legislation, the Option Shares represented by this Option Agreement may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until _____.

IN WITNESS WHEREOF the Company and the Optionholder have executed this Option Agreement as of _____, 20____.

FRIDAY'S DOG HOLDINGS INC.

By: _____

By: _____

Name of Optionholder

Signature of Optionholder

FRIDAY'S DOG HOLDINGS INC.

STOCK OPTION PLAN

NOTICE OF EXERCISE

Friday's Dog Holdings Inc.
c/o Suite 1000, 595 Burrard Street
Vancouver, British Columbia, V7X 1S8

Attention: Corporate Secretary

Reference is made to the Option Agreement made as of _____, 20____, between Friday's Dog Holdings Inc. (the "**Company**") and the Optionholder. The Optionholder hereby exercises the Option to purchase Common Shares (the "**Optioned Shares**") of the Company as follows:

Number of Optioned Shares for which Option being exercised: _____

Exercise Price per Optioned Share: \$_____

Total Exercise Price (in the form of a certified cheque or bank draft tendered with this Notice of Exercise): \$_____

Name of Optionholder as it is to appear on share certificate: _____

Address of Optionholder as it is to appear on the register of Common Shares of the Company and to which a certificate representing the Common Shares being purchased is to be delivered: _____

Date _____, 20_____.

Print Name of Optionholder

Signature of Optionholder

SCHEDULE “B”
AUDIT COMMITTEE CHARTER
FRIDAY’S DOG HOLDINGS INC.
(the “Company”)

The Audit Committee (the “**Committee**”) is a committee of the board of directors (the “**Board**”) of the Company. The role of the Committee is to provide oversight of the Company's financial management and of the design and implementation of an effective system of internal financial controls as well as to review and report to the Board on the integrity of the financial statements of the Company, its subsidiaries and associated companies. This includes helping directors meet their responsibilities, facilitating better communication between directors and the external auditor, enhancing the independence of the external auditor, increasing the credibility and objectivity of financial reports and strengthening the role of the directors by facilitating in-depth discussions among directors, management and the external auditor. Management is responsible for establishing and maintaining those controls, procedures and processes and the Committee is appointed by the Board to review and monitor them. The Company's external auditor is ultimately accountable to the Board and the Committee as representatives of the Company's shareholders.

Duties and Responsibilities

External Auditor

- (a) To recommend to the Board, for shareholder approval, an external auditor to examine the Company's accounts, controls and financial statements on the basis that the external auditor is accountable to the Board and the Committee as representatives of the shareholders of the Company.
- (b) To oversee the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and the external auditor regarding financial reporting.
- (c) To evaluate the audit services provided by the external auditor, pre-approve all audit fees and recommend to the Board, if necessary, the replacement of the external auditor.
- (d) To pre-approve any non-audit services to be provided to the Company by the external auditor and the fees for those services.
- (e) To obtain and review, at least annually, a written report by the external auditor setting out the auditor's internal quality-control procedures, any material issues raised by the auditor's internal quality-control reviews and the steps taken to resolve those issues.
- (f) To review and approve the Company’s hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company. The Committee has adopted the following guidelines regarding the hiring of any partner, employee, reviewing tax professional or other person providing audit assurance to the external auditor of the Company on any aspect of its certification of the Company's financial statements:
 - (i) No member of the audit team that is auditing a business of the Company can be hired into that business or into a position to which that business reports for a period of three years after the audit;
 - (ii) No former partner or employee of the external auditor may be made an officer of the Company or a
 - (iii) any of its subsidiaries for three years following the end of the individual's association with the external auditor;
 - (iv) The Chief Financial Officer (“**CFO**”) must approve all office hires from the external auditor;
 - (v) The CFO must report annually to the Committee on any hires within these guidelines during the preceding year; and
- (g) To review, at least annually, the relationships between the Company and the external auditor in order to establish the independence of the external auditor.

Financial Information and Reporting

- (a) To review the Company's annual audited financial statements with the Chief Executive Officer (“CEO”) and CFO and then the full Board. The Committee will review the interim financial statements with the CEO and CFO.
- (b) To review and discuss with management and the external auditor, as appropriate:
 - (i) The annual audited financial statements and the interim financial statements, including the accompanying management discussion and analysis; and
 - (ii) Earnings guidance and other releases containing information taken from the Company's financial statements prior to their release.
- (c) To review the quality and not just the acceptability of the Company's financial reporting and accounting standards and principles and any proposed material changes to them or their application.
- (d) To review with the CFO any earnings guidance to be issued by the Company and any news release containing financial information taken from the Company's financial statements prior to the release of the financial statements to the public. In addition, the CFO must review with the Committee the substance of any presentations to analysts or rating agencies that contain a change in strategy or outlook.

Oversight

- (a) To review the internal audit staff functions, including:
 - (i) The purpose, authority and organizational reporting lines;
 - (ii) The annual audit plan, budget and staffing; and
 - (iii) The appointment and compensation of the controller, if any.
- (b) To review, with the CFO and others, as appropriate, the Company's internal system of audit controls and the results of internal audits.
- (c) To review and monitor the Company's major financial risks and risk management policies and the steps taken by management to mitigate those risks.
- (d) To meet at least annually with management (including the CFO), the internal audit staff, and the external auditor in separate executive sessions and review issues and matters of concern respecting audits and financial reporting.
- (e) In connection with its review of the annual audited financial statements and interim financial statements, the Committee will also review the process for the CEO and CFO certifications (if required by law or regulation) with respect to the financial statements and the Company's disclosure and internal controls, including any material deficiencies or changes in those controls.

Membership

- (a) The Committee shall consist solely of three or more members of the Board, the majority of which the Board has determined has no material relationship with the Company and is otherwise “unrelated” or “independent” as required under applicable securities rules or applicable stock exchange rules.
- (b) Any member may be removed from office or replaced at any time by the Board and shall cease to be a member upon ceasing to be a director. Each member of the Committee shall hold office until the close of the next annual meeting of shareholders of the Company or until the member ceases to be a director, resigns or is replaced, whichever first occurs.

- (c) The members of the Committee shall be entitled to receive such remuneration for acting as members of the Committee as the Board may from time to time determine.
- (d) All members of the Committee must be “financially literate” (i.e. have the ability to read and understand a set of financial statements such as a balance sheet, an income statement and a cash flow statement).

Procedures

- (a) The Board shall appoint one of the directors elected to the Committee as the Chair of the Committee (the “**Chair**”). In the absence of the appointed Chair from any meeting of the Committee, the members shall elect a Chair from those in attendance to act as Chair of the meeting.
- (b) The Chair will appoint a secretary (the “**Secretary**”) who will keep minutes of all meetings. The Secretary does not have to be a member of the Committee or a director and can be changed by simple notice from the Chair.
- (c) No business may be transacted by the Committee except at a meeting of its members at which a quorum of the Committee is present or by resolution in writing signed by all the members of the Committee. A majority of the members of the Committee shall constitute a quorum, provided that if the number of members of the Committee is an even number, one-half of the number of members plus one shall constitute a quorum and provided that a majority of the members must be “independent” or “unrelated”.
- (d) The Committee will meet as many times as is necessary to carry out its responsibilities. Any member of the Committee or the external auditor may call meetings.
- (e) The time and place of the meetings of the Committee, the calling of meetings and the procedure in all respects of such meetings shall be determined by the Committee, unless otherwise provided for in the articles of the Company or otherwise determined by resolution of the Board.
- (f) The Committee shall have the resources and authority necessary to discharge its duties and responsibilities, including the authority to select, retain, terminate, and approve the fees and other retention terms (including termination) of special counsel, advisors or other experts or consultants, as it deems appropriate.
- (g) The Committee shall have access to any and all books and records of the Company necessary for the execution of the Committee's obligations and shall discuss with the CEO or the CFO such records and other matters considered appropriate.
- (h) The Committee has the authority to communicate directly with the internal and external auditors.

Reports

The Committee shall produce the following reports and provide them to the Board:

- (a) An annual performance evaluation of the Committee, which evaluation must compare the performance of the Committee with the requirements of this Charter. The performance evaluation should also recommend to the Board any improvements to this Charter deemed necessary or desirable by the Committee. The performance evaluation by the Committee shall be conducted in such manner as the Committee deems appropriate. The report to the Board may take the form of an oral report by the Chair or any other member of the Committee designated by the Committee to make this report.

A summary of the actions taken at each Committee meeting, which shall be presented to the Board at the next Board meeting.