

REVOLVING LOAN FACILITY AND SECURITY AGREEMENT

August 29, 2022

PlantFuel, Inc.



RE: Revolving Loan Facility and Grant of Security Interest

Tasty Idea, LLC (the “**Lender**”) is pleased to present this Revolving Loan Facility and Security Agreement (this “**Agreement**”) to PlantFuel, Inc. (“**Borrower**”).

If the terms and conditions contained in the Schedules annexed are acceptable, then return a signed copy no later than 5:00 pm ET on September 1, 2022. Upon execution this shall be the binding and governing Agreement between the Lender and the Borrower about the Revolving Loan Facility and Grant of Security Interest with effect the date first written above (the “**Effective Date**”).

Yours truly,

TASTY IDEA, LLC

“Brad Pyatt” _____

ACKNOWLEDGED AND AGREED

PLANTFUEL, INC.

“Brad Pyatt” _____

PLANTFUEL LIFE INC.

“Wally Rudensky” _____
By: Wally Rudensky

Schedule A: Credit Terms at the date first written above.

Revolving Loan Facility	The Lender hereby establishes in favor of the Borrower a revolving loan facility with availability and advances made in accordance with this Agreement, provided no advance will be made if an Event of Default has occurred and is continuing.
Term	This Agreement shall continue from the Effective Date until the day the Obligations have been indefeasibly paid in full, in immediately available funds, all commitments to extend credit have terminated, and all other obligations of the Borrower under the Loan Documents have been satisfied.
Credit Limit	\$1,000,000
Interest Rate	Interest is equal to ten percent (10%) per annum, calculated daily.
Interest Payment	Interest shall be due on the outstanding Principal and paid on the last Business Day of each month, with the first interest payment to be made on October 1, 2022.
Fees and Expenses	In the event of an enforcement of the Loan Documents, the Borrower shall pay all fees, costs and expenses of the Lender, including without limitation, the legal fees of the Lender.
Subsequent Advance	Advances, after the Initial Advance, will be made within five days of the Borrower's request, subject to the Credit Limit (less outstanding Obligations) and section 2 below.
Repayment	<p>The Borrower is permitted to repay the advances received from the Lender from general working capital (with such repaid amount then becoming available again to the Borrower under this revolving loan facility, subject to the limits and terms contained herein).</p> <p>If the Obligations are accelerated upon the occurrence of an Event of Default, the Borrower shall immediately pay to the Lender all of the then outstanding Obligations.</p>
Maturity Date	September 1, 2023, on which day the Obligations shall be due and paid in full in immediate available funds. In the event that the Borrower wishes to extend the Maturity Date, the Borrower shall contact the Lender no later than ninety (90) days prior to the Maturity Date to seek such extension, which extension shall only be granted upon the written approval of the Lender.
Set-Up Fee - Common Shares	Simultaneous with the Initial Advance, the Borrower shall cause its parent company, PlantFuel Life Inc. ("PlantFuel Canada") to issue to the Lender, based on registration details provided by the Lender, Five hundred thousand (500,000) common shares of PlantFuel Canada as a set-up fee for the Loan. The Lender confirms and acknowledges that: (a) it is an "accredited investor" as such term is defined under the securities law in the Province of Ontario; and (b) the shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") or any state securities laws any may not be offered or sold within the United States or to U.S. persons unless registered under the U.S. Securities Act and applicable securities laws or an exemption from such registration is available.

Stand-by Fee

The stand-by fee is equal to one half percent (0.5%) per annum, calculated daily, with such stand-by fee to be paid on the amount of the Credit Limit less any outstanding advances during the term of the facility.

1. Promissory Grid Note

The Borrower shall deliver to the Lender a promissory grid note, in the form of Schedule C (the “Notes”) to evidence, each advance from the Lender and its repayment.

2. Conditions to Advances

2.1 As a condition to the Initial Advance, the Lender shall have received the following in form and substance satisfactory to the Lender and duly executed:

- (a) The Notes.
- (b) The other agreements, documents and certificates entered into in accordance with this Agreement (together with this Agreement, the “Loan Documents”).
- (c) All other documentation as the Lender reasonably request.

2.2 As a condition to each advance (including the Initial Advance), the Lender shall have (i) received, and (ii) be satisfied of, in its reasonable business judgment:

- (a) The representations and warranties in the Loan Documents shall be true, accurate and complete, in all material respects on the date of the request for advance and on the date the advance is made, provided, such materiality qualifier shall not be applicable to any representation or warranty already qualified by materiality in its text, and provided further those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects at such date.
- (b) No Event of Default shall have occurred and be continuing, and no event shall have occurred, nor circumstance shall exist which after the Borrower’s receipt of notice or passage of time would reasonably be expected to result in an Event of Default.
- (c) There has not been any event or circumstance that has had a Material Adverse Effect.

The foregoing conditions are for the Lender’s sole benefit and may be waived by it in whole or in part at any time or times prior to an advance, provided the Borrower agrees any advance made prior to receipt of any required documents or satisfaction of other conditions shall not constitute a waiver by the Lender of the Borrower’s obligation to deliver such documents or satisfy such conditions, and an advance to be made when required conditions are not being satisfied, is in Lender’s sole and absolute discretion.

3. Evidence of Obligations

The Lender shall maintain and reconcile records of advances, accruals and receipts of Interest, repayments of advances and all other amounts due under the Loan Documents. Lender’s records shall constitute *prima facie* evidence of the Obligations, absent manifest error.

4. Default Interest Rate

Interest at the Interest Rate plus five percent (5%) per annum, calculated daily (the “Default Rate”) shall accrue on (i) any Interest payments, Principal repayment, Fees or other amounts due under the Loan Documents not paid when due, until duly paid, and (ii) on the Principal from the date an Event of Default occurs until it is cured or waived, provided the Lender, at its option may permit or require the amount equal to the Interest at the Default Rate, less the Interest at the Interest Rate, to accrue to Principal monthly, for any period during which an Event of Default exists, and until such Event of Default is cured.

5. Interest Not to Be Excessive

If the aggregate of Interest and charges, paid or payable in respect of advances under this Agreement (the “Charges”) would exceed the annual effective rate permitted by applicable law, then the Charges shall be reduced by the minimum amount necessary so they do not exceed the permitted rate, and any amount paid in excess will be repaid forthwith to the Borrower.

6. Interest Calculation

If the amount of any interest, fee or other amount is determined or expressed on the basis of a period of less than one year of 365 or 366 days, as the case may be, the equivalent yearly rate is equal to the rate so determined or expressed, divided by the number of days in such period, and multiplied by the actual number of days in that calendar year.

7. Security Interest

7.1 As security for the payment of the Obligations and performance of the Borrower’s covenants, the Borrower hereby grants to the Lender a continuing security interest, and pledges all of the Borrower’s right title and interest, in Collateral (the “Security Interest”).

7.2 At Lender’s request, the Borrower shall execute and deliver such further and other documents and instruments and do all acts and things as the Lender reasonably requires to confirm, perfect, and maintain perfection of the Security Interest, and forthwith reimburse and indemnify the Lender for all reasonable costs, charges, legal fees and disbursements incurred by it in so doing, and to preserve and insure Collateral.

7.3 The Borrower hereby authorizes the Lender to file such financing statements, financing change statements, and other documents, and do such acts, matters, and things as the Lender may deem appropriate, to perfect on an ongoing basis and continue the Security Interest, to protect and preserve and realize upon Collateral.

7.4 The Borrower and Lender acknowledge and agree that value has been given for the grant of the Security Interest, the Borrower has (and will for after acquired property, have at the time of acquisition) rights in Collateral, and there is no intention to delay the time of attachment of the Security Interest.

7.5 The Borrower may, except while an Event of Default is continuing, possess, operate, collect, use, enjoy, and deal with Collateral in the ordinary course of its business in any manner not inconsistent with the Loan Documents.

7.6 The Lender shall have the right at any time to verify the existence and state of Collateral as the Lender reasonably considers appropriate. The Borrower shall provide all assistance and information and perform all such acts as the Lender may reasonably request in connection with such verification, and for such purpose grant the Lender or its agents access to all places where Collateral is located and to all premises occupied by the Borrower, provided such access shall, until an Event of Default, be not more than once per calendar year.

7.7 The Security Interest shall exclude (a) the last day of the term of any lease or agreement to lease, but the Borrower shall stand possessed of such last day in trust for and assign it to such person as the Lender shall direct, and (b) the Borrower’s consumer goods, if any.

8. Representations and Warranties

8.1 The Borrower hereby represents and warrants:

- (a) It is a corporation duly incorporated and validly existing.
- (b) It has taken all necessary action, corporate or otherwise, to authorize the execution, delivery and performance of the Loan Documents.
- (c) The execution, delivery and performance of the Loan Documents do not conflict with, nor will result in a material violation of its organizational documents, any material agreement to which it is a party or by which it or its property is bound, or any law or regulation applicable, in any way, to it, its business or its property.
- (d) It has filed, reported, deducted and remitted as required under all laws, rules and regulations having jurisdiction over it, its business or its property, and is not in violation of any such laws, rules or

- regulations, except for any such violation or any such failure which would not have a Material Adverse Effect on it, its business or property.
- (e) All written information provided to the Lender by it was, at the time provided to the Lender, complete and accurate in all material respects and it is not aware of any fact it had not disclosed that would have been necessary in order to make such information not misleading.
 - (f) There is no action, suit, inquiry, claim or proceedings pending, or to its knowledge threatened involving the Borrower, or any of its Subsidiaries or its properties, which could reasonably be expected to have a Material Adverse Effect.
 - (g) The Borrower, and each of its Subsidiaries have timely filed all required federal tax returns and all other tax returns where taxes payable are in excess of \$5,000, and have timely paid all federal taxes and all other taxes, assessments, deposits and contributions owed if in excess of \$5,000, except to the extent duly contested in good faith by appropriate proceedings promptly instituted and diligently conducted, and subject to reserves or other appropriate provision as required in conformity with the accounting standards applicable to the Borrower, and the Borrower is not aware of any material claim or adjustment proposed for any prior tax year of the Borrower, or any of its Subsidiaries which could result in a material amount of additional taxes becoming due and payable.

9. Covenants

9.1 The Borrower shall, and shall cause each of its Subsidiaries to, during the Term:

- (a) Pay all amounts, as and when due under the Loan Documents.
- (b) Use the proceeds from the advances for working capital purposes.
- (c) Strictly comply with all laws, rules and regulations relating in any way to it, its business or its property, except where failure to do so would not have a Material Adverse Effect.
- (d) Remit federal and all other taxes and all other deductions and payments required to be paid to every relevant taxing agency and authority as they become due, other than such taxes that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, provided a reserve or other appropriate provision, acceptable to the Lender and in conformity with accounting standards applicable to the Borrower shall have been made for such contested amounts.
- (e) Notify the Lender immediately upon becoming aware of an Event of Default.
- (f) Deliver all reporting as and when required under "Reporting" in Schedule A: Credit Terms.
- (g) Notify the Lender within ten (10) days of any change in location of Collateral or any material part of it, or any material loss or damage to Collateral.
- (h) Notify the Lender of the details of any material action, suit, inquiry, claim or proceeding pending or threatened involving the Borrower, or any of its Subsidiaries or any of its assets within five days of its knowledge of such action, suit, inquiry, claim or proceeding.
- (i) Notify the Lender prior to the creation of any new Subsidiary.

9.2 The Borrower shall not, and shall not permit any Subsidiary during the Term, without Lender's prior written consent, to:

- (a) merge or amalgamate with any Person or acquire all or substantially all the securities or assets or business line of another Person.
- (b) redeem, repurchase, retire or pay dividends on, or make other distributions in respect of, its securities.
- (c) except for Permitted Indebtedness incur Indebtedness.
- (d) grant, create, or suffer to exist any Lien on its property, or enter into any agreement directly or indirectly restricting the Borrower's right to grant a security interest in all or any of the Borrower's or a Subsidiary's property.
- (e) make any Investments.
- (f) enter into any material transaction with any Affiliate.
- (g) sell, lease, dispose of, transfer, release, surrender or abandon possession of any Collateral.
- (h) Change its legal name or the address of its chief executive office, except upon 30 days prior written notice to the Lender.
- (i) Effect a Change of Control.

9.3 Any reference in the Loan Documents to a merger, transfer, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, limited partnership or trust, or an allocation of assets to a series of a limited liability company, limited partnership or trust

(or the unwinding of such a division or allocation), as if it were a merger, fundamental change, transfer, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate person. Any division or series of a limited liability company, limited partnership or trust shall constitute a separate person under the Loan Documents (and each division or series of any limited liability company, limited partnership or trust that is a subsidiary, joint venture or any other like term shall also constitute such a person or entity).

10. Events of Default

10.1 Each of the following is an “Event of Default”:

- (a) The Borrower fails to pay any amount of Principal or Interest when due and payable.
- (b) The Borrower fails to pay the Obligations on the Maturity Date, or (ii) other amounts due under the Loan Documents, when due.
- (c) The Borrower fails to perform or comply with any obligation or restriction under the Loan Documents, other than a payment obligation and does not cure such failure within ten days of the occurrence of such failure.
- (d) The Borrower fails to make any required regulatory filing on or prior to the date that such filing was required to have been filed.
- (e) A default occurs in respect of any Indebtedness in excess of \$75,000 which results in the right of the holder of such Indebtedness to accelerate its payment, whether or not exercised, or a default occurs under any other material agreement to which the Borrower is a party, which could reasonably be expected to have a Material Adverse Effect.
- (f) Any representation or warranty of the Borrower in the Loan Documents, or any information (other than financial projections) in a certificate, financial statement, report, notice or instrument delivered by the Borrower to the Lender is, or was at the time it was delivered, false or misleading in any material respect.
- (g) An event or circumstance has occurred that could reasonably be expected to have a Material Adverse Effect.
- (h) Any asset material to the Borrower’s business is sequestered, attached or seized, or a court order enjoins, restrains or otherwise prevents the Borrower from conducting its business and is not removed, discharged or rescinded within five days of such sequester, attachment, seizure or order, unless such action or event is stayed or an adequate bond has been posted pending a good faith contest by the Borrower.
- (i) The Borrower is unable to pay its debts as they become due or otherwise becomes insolvent, or the Borrower or a Subsidiary commences or becomes subject of an insolvency proceeding which is not dismissed or stayed within fifteen days of its commencement. An “insolvency proceeding” is a proceeding under applicable bankruptcy or insolvency law, including an assignment for the benefit of creditors, and proceedings seeking reorganization, arrangement or other relief from insolvency.
- (j) Any judgment, fine, penalty or other order requiring the Borrower to pay more than \$75,000 is rendered against the Borrower, and not discharged, stayed or bonded, pending appeal within ten days of entry, assessment or issuance.

11. Remedies

11.1 When an Event of Default has occurred, the Lender may, without notice or demand, do any of the following:

- (a) Declare all the Obligations immediately due and payable.
- (b) Stop advancing money or extending credit to the Borrower.
- (c) Notify the Borrower’s account debtors of the Security Interest, direct such account debtors to make all payments to the Lender, and settle or adjust disputes and claims directly with account debtors for amounts, on terms and in any order that the Lender considers advisable.
- (d) Make any payments and do any acts it considers necessary or reasonable to protect the Security Interest and the Borrower shall assemble Collateral if the Lender so requests and make it available as the Lender designates.
- (e) Enter premises where Collateral is located, take and maintain possession of any part of Collateral, and pay, purchase, contest, or compromise any lien which appears to be prior or superior to the Security Interest and pay all expenses incurred. The Borrower grants the Lender a license to enter and occupy any of its premises, without charge, to exercise any of the Lender’s rights or remedies.

- (f) Appoint by instrument or court order a receiver or receiver and manager (the “**Receiver**”) of all or any portion of Collateral, with or without bond as the Lender may determine, and from time to time, in its absolute discretion, remove such Receiver and appoint another in its stead. The Receiver shall be the agent of the Borrower and not of the Lender, and the Lender shall not be in any way responsible for any misconduct, negligence or nonfeasance of the Receiver, its servants, agents, or employees. The Receiver shall, to the extent permitted by law or to such lesser extent permitted by its appointment, have all the powers of the Lender under this Agreement, and in addition shall have power to carry on the Borrower’s business and for such purpose to enter upon, use, and occupy all premises owned or occupied by the Borrower in which Collateral may be situate, maintain Collateral upon such premises, use Collateral directly or indirectly in carrying on the Borrower’s business, and from time to time borrow money either unsecured or secured by a security interest in any Collateral.
- (g) Sell, lease, or otherwise dispose of all or any Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained, and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Lender may seem reasonable, provided that if any sale, lease, or other disposition is on credit, the Borrower shall not be entitled to be credited with the proceeds of any such sale, lease, or other disposition until the monies therefor are actually received.
- (h) Enter upon the any premises of the Borrower and take possession of Collateral with power to exclude the Borrower, its agents, and its servants from those premises, without becoming liable as a mortgagee in possession.
- (i) Preserve, protect, and maintain Collateral and make such replacements and repairs and additions as the Lender may deem advisable.
- (j) Deliver a notice of exclusive control pursuant to any account control agreement or exercise any other remedy under the Loan Documents.
- (k) Demand and receive possession of the Borrower’s Books.
- (l) Exercise all other rights and remedies of the Lender under the law, the Loan Documents and otherwise at law and equity.

11.2 While an Event of Default is continuing, the Borrower shall hold all payments received in trust for the Lender (regardless of whether account debtors have been notified of the Security Interest) and shall turn over such payments to the Lender upon request to be applied to the Obligations.

11.3 The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of the Security Interest, and otherwise deal with Collateral, the Security Interest, the Borrower, account debtors of the Borrower, sureties, and others as the Lender sees fit without prejudice to the liability of the Borrower or Lender’s right to hold and realize on the security constituted by this Agreement.

12. Application of Payments and Proceeds

All payments and proceeds of Collateral received by the Lender shall be applied on account of the Obligations in such order as the Lender may determine.

13. Deficiency

If the amounts realized from the disposition of Collateral are not sufficient to pay the Obligations in full, the Borrower shall pay to the Lender the amount of such deficiency immediately upon demand.

14. Rights Cumulative

All rights and remedies of the Lender in the Loan Documents are cumulative, and no such right or remedy is intended to be exclusive but each shall be in addition to every other right or remedy contained in the Loan Documents, or now or in the future existing at law, in equity or by statute, or under any other agreement between the Borrower and the Lender.

15. Demand Waiver

The Borrower waives demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, and chattel paper held by the Lender pursuant to which the Borrower is liable.

16. Costs

While an Event of Default which is continuing, the Lender may, in addition and all other costs and expenses it is entitled under the Loan Documents, charge the Borrower \$250 per hour for each of its or its Affiliates own personnel employed or engaged to the extent necessary to monitor the Borrowers' affairs, negotiate with any relevant taxing agency or authority, or otherwise assist to collect amounts due to the Lender, all of which are payable on demand.

17. Investment Property and Instruments

The Borrower hereby represents and warrants no control agreements exist with respect to any Collateral other than control agreements in favour of the Lender, if any. Upon and after the occurrence of an Event of Default (i) the Lender shall be entitled to receive all distributions and payments of any nature with respect to any investment property or instruments, and all such distributions or payments received by the Borrower shall be and shall be deemed to be held separate and apart and in trust exclusively for the Lender and, in accordance with the Lender's instructions, remitted to the Lender in the form received (with any necessary endorsements or instruments of assignment or transfer), (ii) any such distributions and payments with respect to any investment property held in any securities account shall be held and retained in such securities account, in each case as part of Collateral, (iii) the Lender shall have the right, following notice to the Borrower, to vote and to give consents, ratifications and waivers with respect to any investment property and instruments of the Borrower, and to exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining thereto, as if the Lender was the absolute owner, *provided* the Lender shall have no duty to exercise any of the foregoing rights and shall not be responsible to the Borrower or any other Person for any failure to or delay in so doing, and (iv) the Borrower hereby authorizes the Lender, at its discretion, to (x) transfer the Borrower's investment property or any part of into its own name or that of its nominee so that the Lender or its nominee may appear of record as the sole owner of such investment property, and the Borrower waives all rights to be advised of or to receive any notices, statements or communications received by the Lender or its nominee as such record owner, and agrees that no proxy or proxies given by the Lender to the Borrower or its designee as aforesaid shall thereafter be effective, and (y) to execute such other documents and to perform such other acts, and to cause any issuer or securities intermediary to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give the Lender "control" of investment property, as defined in the *Securities Transfer Act, 2006*, which "control" shall be in such manner as the Lender shall designate in its sole judgement and discretion, including, without limitation, an agreement by an issuer or securities intermediary that it will comply with instructions in the case of an issuer or entitlement orders in the case of a securities intermediary, originated by the Lender, whether before or after security hereby constituted becomes enforceable, without further consent by the Borrower.

18. Notices

Any communication which is required or permitted between the Borrower and the Lender relating to the Loan Documents shall be in writing and shall be delivered either personally or electronically. Any such communication to the Lender shall be sent to the Lender (Email pyattbrad@gmail.com), and to the Borrower at the postal address or email address contained in first page of this Agreement, or such other municipal address or email address as the Borrower or the Lender may from time to time notify the other. Notices are deemed effective upon the earlier of actual receipt and three (3) Business Days of mailing with proper postage prepaid, or when delivered, if hand-delivered, delivered by courier or when transmitted, if delivered by email.

19. Satisfaction and Discharge

Any partial payment or satisfaction of the Obligations, or any ceasing by the Borrower to be indebted to the Lender, shall be deemed not to be a redemption or discharge of the Loan Documents. The Borrower shall be entitled to a release of the Loan Documents upon full payment and satisfaction of all Obligations and termination of all commitments by the Lender to extend credit to the Borrower. Upon request, the Lender will authorize the Borrower or the Borrower's counsel to discharge any registration, or otherwise in connection with the Loan Documents.

20. Entire Agreement

The Loan Documents constitute the entire agreement between the Borrower and the Lender about the Revolving Loan Facility and supersedes all prior agreements (of every nature and kind), understandings, negotiations and discussions, whether oral or written, between the Borrower and the Lender.

21. Governing Law

This Agreement shall be governed by the laws of the state of Colorado, and the laws of United States applicable in Colorado.

22. Waiver of Jury Trial

THE BORROWER AND THE LENDER EACH HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THE LOAN DOCUMENTS. THIS WAIVER IS A MATERIAL INDUCEMENT TO THE BORROWER AND THE LENDER TO ENTER INTO THE LOAN DOCUMENTS AND EACH HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

23. Amendment and Waiver

Except as may otherwise be provided in this Agreement, no supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Lender and the Borrower. No waiver of any of the provisions of this Agreement, nor the acceptance of any payment under this Agreement shall constitute a waiver of any other provision nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in such waiver. Nor shall any delay or omission by the Lender in exercising any right or remedy under this Agreement or with respect to an Event of Default operate as a waiver of any other right or remedy.

24. Assignment

Neither the Loan Documents nor any right or obligation under them may be assigned by the Borrower without the Lender's prior written consent.

25. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions and such invalid or unenforceable provision shall be deemed severed in such jurisdiction.

26. Counterparts

This Agreement may be executed in counterparts and delivered electronically, each of which when so executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument.

27. Confidentiality

The Lender and the Borrower shall each hold Confidential Information of the other in confidence using procedures and practices no less stringent than those used for its own confidential information. Except as otherwise expressly contemplated in this Agreement, the Lender shall only use Confidential Information for the purposes contemplated by this Agreement and shall restrict access on a need-to-know basis to the Confidential Information only to such of its authorized consultants or employees solely for the purposes contemplated by this Agreement. **"Confidential Information"** means (a) the terms and conditions of this Agreement and other information that may be shared by the Lender and the Borrower in connection with this Agreement, and (b) in the case of the Borrower, financial information (including the Borrower's industry, loan amounts, loan status, use of loan proceeds, and assets secured), business plans, customer contact information, pricing and sales policies not generally known to the public, but **"Confidential Information"** does not include information which: (i) was known to the Lender or the Borrower, as applicable, at the time of the disclosure, (ii) received from a third party without restriction and without breach of any confidentiality obligation, (iii) is or becomes publicly available without contravention of this provision of this Agreement, or (iv) is disclosed at the request of any governmental or regulatory authority (including securities regulatory authorities, and public exchanges) or an order of a court of competent jurisdiction.

28. Further Assurances

The Borrower shall with reasonable diligence, do all things and provide all reasonable assurances as may be required to complete and give effect to the transactions contemplated by the Loan Documents.

Schedule B: Defined Terms and Interpretation

“Accounts” means all presently existing and hereafter arising accounts, contract rights, payment intangibles, and all other obligations owing to the Borrower arising out of the sale or lease of goods (including, without limitation, the licensing of software and other technology) or the rendering of services by the Borrower, whether or not earned by performance, and any and all credit insurance, guarantees, and other security therefor, as well as all merchandise returned to or reclaimed by the Borrower, and the related Borrower’s Books.

“Affiliate” means, with respect to any Person, any other Person that owns or controls directly or indirectly such Person, any other Person that controls or is controlled by or is under common control with such Person, and each of such other Person’s senior executive officers, directors, and partners.

“Borrower’s Books” means all of the Borrower’s books and records including, ledgers, records of the Borrower’s assets or liabilities, Collateral, business operations or financial condition, and all computer programs, or tape files, and the equipment, containing such information.

“Business Day” means any day on which commercial banks located in Toronto, Ontario and the Province of Ontario are required or permitted by law to be open for the purpose of conducting a commercial banking business other than a Saturday or Sunday.

“Change of Control” means any transaction, event or series of related transactions or events after the Effective Date that, individually or in the aggregate, result in: (a) the holders of the Borrower’s securities having ordinary voting power who were holders of such securities at the Effective Date, ceasing to own at least fifty-one percent (51%) of such securities, (b) any Person or group of Persons, directly or indirectly, of a sufficient number of securities having ordinary voting power to elect a majority of the members of the Board, who did not have such power before such transaction.

“Collateral” means all of Borrower’s existing and after-acquired personal property, wherever located including, without limitation, all debts, accounts, claims and choses in action for monetary amounts, all receivables and all other revenues, moneys and proceeds now due and payable, or which may in the future become due and payable to the Borrower (collectively, the **“Receivables”**), all inventory of whatever kind and wherever situated (collectively, the **“Inventory”**), all machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property that are not Inventory (collectively, the **“Equipment”**), all chattel paper, all warehouse receipts, bills of lading and other documents of title, whether negotiable or not, all shares, bonds, debentures and other securities (collectively, the **“Securities”**), all securities accounts in the name of the Borrower, including any and all assets of whatever type or kind deposited in or credited to such securities accounts, including all financial assets, all securities entitlements related to such financial assets (collectively, the **“Securities Accounts”**), all existing and hereafter arising contracts and agreements to which the Borrower is party (each, an **“Assigned Agreement”**), including, without limitation, all rights of the Borrower to receive moneys due and to become due under or pursuant to the Assigned Agreements, all rights of the Borrower to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, all claims of the Borrower for damages arising out of or for breach of or default under the Assigned Agreements, and all rights of the Borrower to terminate, amend, supplement or modify the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder, *provided, however*, with respect to any such contract or agreement where the grant of a security interest in the Borrower’s right, title and interest is prohibited by the terms any such contract or agreement, or would give any other party the right to terminate its obligations under any such contract or agreement, or is not permitted because any necessary consent to such grant has not been obtained, Collateral shall include only the rights of the Borrower to receive moneys due and to become due, if any, under or pursuant to such contract or agreement, unless the assignment of such right to receive moneys due would result in a breach of the underlying agreement, all tax credits, tax refunds, grants and government loans receivables, or claims by the Borrower from any department, board, commission or agency, and all certificates and other instruments from time to time representing or evidencing the same, and all dividend, interest, distributions, cash and other property from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any of or all of the foregoing, all intangibles not otherwise described above including, without limitation, goodwill, patents, trademarks, copyrights and other intellectual property, all bills, notes, cheques and other instruments and all coins or bills or other medium of exchange adopted for use as part of the currency of the United States of America or of any foreign government, all the Borrower’s Books, invoices, documents and other records in any form evidencing or relating to Collateral, all replacements of, substitutions for and increases, additions and accessions to any of the property described above,

and all proceeds of any Collateral in any form derived directly or indirectly from any dealing with Collateral or that indemnifies or compensates for the loss of or damage to Collateral.

“Contingent Obligation” means, for any Person, any direct or indirect liability, contingent or not, of that Person for (a) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation, in each case, directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable, (b) any obligations for undrawn letters of credit for the account of that Person, and (c) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum reasonably anticipated liability for it determined by the Person in good faith, but the amount may not exceed the maximum of the obligations under a guarantee or other support arrangement.

“Dollar” and **“\$”** refer to currency of the United States of America, unless otherwise provided.

“Effective Date” means the date first written above.

“Indebtedness” means (a) indebtedness for borrowed money or the deferred price of property or services, (b) any reimbursement and other obligations for surety bonds and letters of credit, (c) obligations evidenced by notes, bonds, debentures or similar instruments, (d) capital lease obligations, and (e) Contingent Obligations.

“Investment” means any beneficial ownership interest in any Person (including securities and partnership interest), and any loan, advance or capital contribution to any Person, or the acquisition of all or substantially all of the assets or properties of another Person.

“Lien” means a claim, mortgage, deed of trust, levy, charge, pledge, security interest or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property.

“material” means of such nature as the Lender would reasonably consider significant in its assessment of the Borrower’s ability to perform its obligations under the Loan Documents.

“Material Adverse Effect” means (a) a material impairment in the perfection or priority of the Lender’s Lien in Collateral or in the value of Collateral, or (b) a material adverse effect upon: (i) the business, operations, properties, assets or condition (financial or otherwise) of the Borrower, or (ii) the prospect of repayment of any part of the Obligations, or (iii) the ability of the Lender to enforce any of its rights or remedies with respect to any Obligations.

“Obligations” means the then aggregate sum of Principal, accrued and unpaid Interest, (whether or not accruing after the filing of any petition in bankruptcy or after the commencement of any insolvency, reorganization or similar proceeding, and whether or not a claim for post-filing or post-petition interest is allowed in any such proceeding), incurred and unpaid fees, expenses and all other amounts payable by the Borrower under the Loan Documents.

“Permitted Indebtedness” means:

- (a) Indebtedness of the Borrower or a Subsidiary in favor of the Lender however arising,
- (b) Indebtedness existing on the Effective Date,
- (c) Indebtedness secured by a Lien described in clauses (a) through (l) under the definition of **“Permitted Liens,”** provided under (c) of such definition, such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed, and \$100,000 in the aggregate,
- (d) unsecured Indebtedness to trade creditors, and other unsecured general business payables and obligations incurred in the ordinary course of business,
- (e) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of business, and
- (f) extensions, re-financings, modifications, amendments and restatements of any Permitted Indebtedness in (a) through (g), provided (i) the principal amount of the Indebtedness is not increased, nor (ii) their terms modified with the effect they are burdensome, in any material respect, upon the Borrower or a Subsidiary.

Permitted Liens” and any one of them, a **“Permitted Lien”** means:

- (a) Liens existing on the Effective Date , or arising under the Loan Documents or the Loan Documents, or otherwise existing in favor of the Lender,
- (b) Liens for taxes, fees, assessments or other governmental charges or levies, that are not delinquent, or being contested in good faith by appropriate proceedings, and have no priority over any Collateral,
- (c) Liens (i) upon equipment acquired or held by the Borrower or a Subsidiary to secure its acquisition price or Indebtedness incurred solely for the purpose of financing such acquisition, or (ii) existing on equipment when acquired, only if solely against such equipment and improvements, accessions and proceeds of such equipment,
- (d) Liens in respect of the extension, renewal or refinancing of Indebtedness secured by Liens described in subsections (a) through (c) above, provided such extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness is not increased,
- (e) inchoate possessory Liens of carriers, warehousemen, suppliers, or other Persons arising in the ordinary course of business which are not delinquent, remain payable without penalty or are being contested in good faith and by appropriate proceedings preventing the forfeiture or sale of the subject property,
- (f) leases, or subleases, non-exclusive licenses or sub-licenses granted in the ordinary course of business of (i) real property (ii) personal property (other than intellectual property), and related security deposits or other similar security for obligations under such leases, subleases, licenses and sub-licenses,
- (g) non-exclusive licenses of intellectual property in the ordinary course of business,
- (h) Liens arising from attachments or judgments, orders, or decrees in circumstances not constituting an Event of Default.

“Person” means an individual, corporation, partnership, limited liability company, partnership, joint venture, syndicate, sole proprietorship or corporation, joint stock company, unincorporated association, trust, executor or any other entity of whatever nature, including any legal personal representative, government, governmental agency or authority, or entity however designated or constituted.

“Principal” means the then aggregate sum of unrepaid advances.

“Receiver” includes a monitor, receiver, receiver and manager.

“Requisition” means the Lender’s form of a request for an advance.

“Subsidiary” means any corporation, company or partnership in which the Borrower or an Affiliate of the Borrower has (i) any general partnership interest or (ii) more than 50% of the securities or other units of ownership which by their terms have the voting power to elect its board of directors, or appoint its managers or trustees.

Schedule C: Form of Promissory Grid Note ("Note")

PROMISSORY GRID NOTE

DATE:

FOR VALUE RECEIVED, the undersigned: (i) agrees each capitalized word and term in this Promissory Grid Note (this "Note") not otherwise defined in this Note shall have the meaning ascribed to it in the Revolving Loan Facility and Security Agreement between the undersigned and Tasty Idea, LLC dated September 1, 2022, as amended, modified, restated or replaced from time to time (the "Agreement"), and (ii) jointly and severally promise to pay to or to the order of Tasty Idea, LLC, the amount outstanding (the "Principal Amount") set forth on the grid attached to this Note (as amended, supplemented, restated or otherwise modified from time to time, the "Grid") together with Interest on the Principal Amount no later than the Maturity Date.

Interest at the Interest Rate shall be paid on each advance from the date of each such advance on the last business day of each month. Interest on overdue Interest shall accrue and be calculated daily, both before and after demand and judgment at the Default Interest Rate.

All advances and any partial prepayments will be recorded on the Grid by Tasty Idea, LLC. Each advance may be prepaid, in whole or part, prior to the Maturity Date and subject to minimum Interest payment in accordance with the Agreement. All amounts due under this Note shall immediately become due and payable upon the occurrence of an Event of Default.

The undersigned waives presentment for payment, notice of non-payment, notice of dishonor and notice of protest of this Note and waives any defences based upon indulgences which may be granted by the Lender to the undersigned. This Note shall be governed by the laws of Colorado and the laws of the United States of America applicable in Colorado. This Note shall inure to the benefit of the Lender, its successors and assigns, and be binding upon the undersigned, its successors and assigns.

This Note has been executed at the date first written above and may be delivered electronically and when so delivered shall be deemed an original.

Schedule C-1: Grid

Date	Advanced	Repaid	Outstanding	Notation
Sample	Sample	Sample	Sample	Sample