

DEED IN LIEU OF FORECLOSURE AGREEMENT

This **DEED IN LIEU OF FORECLOSURE AGREEMENT** (this “Agreement”) is executed as of February 13, 2023 (the “Effective Date”), and is entered into by and among the following parties:

- (A) **DALVI, LLC**, a California limited liability company (“Propco”)
- (B) **LYFTED FARMS, INC.**, a California corporation (“Opco”; Opco and Propco are referred to herein individually and collectively, as the context may require, as “Borrower”);
- (C) **TRANSCANNA HOLDINGS INC.**, a corporation incorporated under the British Columbia British Corporations Act (“Guarantor”);
- (D) **JAMES R. BLINK** solely in his individual capacity (“Limited Guarantor” and together with the Guarantor, the “Guarantor Parties”); and
- (E) **PELORUS FUND REIT, LLC**, a Delaware limited liability company (“Lender”).

RECITALS:

1. Effective as of July 29, 2022, the Borrower, Guarantor Parties, and Lender entered into that certain Loan Agreement (the “Loan Agreement”), pursuant to which, among other things: (i) the Lender agreed to make a secured term loan to the Borrower in the principal amount of \$15,808,000, (ii) the Guarantor agreed to fully guaranty all Obligations (as defined below), and (iii) the Limited Guarantor agreed to a limited recourse guaranty in accordance with the terms of Section 10.2 of the Loan Agreement, which included a full recourse guaranty of all the Obligations for violations of certain covenants, including the Loan Agreement covenant against the incurrence of Indebtedness other than Permitted Indebtedness. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. In connection with the Loan Agreement, the Borrower and Guarantor Parties, as applicable, executed and delivered to the Lender additional Loan Documents including, without limitation, the following:

- (i) that certain Secured Promissory Note, in the principal amount of \$15,808,000, dated July 29, 2022 (the “Note”), executed by the Borrower;
- (ii) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “Deed of Trust”), executed by Propco in favor of Stewart Title Guaranty Company, as Trustee for the benefit of Lender, in respect of the Trust Property (as described in the Deed of Trust);

(iii) that certain Security Agreement, dated as of July 29, 2022 (the “Security Agreement”), executed by Borrower and Guarantor in favor of Lender, granting a security interest to Lender in all Collateral and Document Related Collateral (as defined in the Security Agreement and together with the Trust Property, but excluding any Equity Interests owned by Guarantor in any of its subsidiaries, the “Loan Collateral”);

(iv) that certain Assignment of Construction Documents, dated as of July 29, 2022 (the “Assignment of Contracts”), executed by Borrower and Guarantor in favor of Lender, assigning and granting a security interest to Lender in and to all rights, title and interests, but not the obligations, under the Contracts (as defined in the Assignment of Contracts); and

(v) that certain Bank Deposit Control Agreement, dated July 20, 2022 (the “Lyfted Farms DACA”), executed by and among Opco, Lender and BAC Community Bank, providing the Lender with control over the Account (as defined in the Lyfted Farms DACA), thereby perfecting Lender’s security interest in the cash in the Account.

3. The Deed of Trust was properly recorded in the Stanislaus County Recorder's Office, California, on August 2, 2022, as Instrument Number: DOC-2022-0053176, thereby evidencing and establishing the priority of the Lender's liens and security interests upon all of the Trust Property described therein, including without limitation, the real property and improvements located at 217 Daly Ave, Modesto, CA 95354 (APN: 036-017-016-000), to secure all of the Secured Obligations (as defined in the Deed of Trust) and a UCC-1 Fixture Filing was recorded in the Stanislaus County Recorder on July 29, 2022, as Instrument Number: DOC-2022-0052692.

4. The Lender filed the following UCC-1 Financing Statements, thereby evidencing and establishing the priority of and perfecting the Lender’s liens on and security interests in substantially all of the assets of the Borrower and the Guarantor:

(i) that certain UCC-1 Financing Statement listing Propco, as debtor, and Lender, as secured party, filed with the California Secretary of State on July 22, 2022 with a File No. of U220213289129;

(ii) that certain UCC-1 Financing Statement listing Opco, as debtor, and Lender, as secured party, filed with the California Secretary of State on July 22, 2022 with a File No. of U220213291729;

(iii) that certain UCC-1 Financing Statement listing Guarantor, as debtor, and Lender, as secured party, filed with the Washington D.C. Office of the Recorder of Deeds on July 25, 2022 with a File No. of 2022078807; and

(iv) that certain PPSA filing in British Columbia listing Guarantor, as debtor, and Lender, as secured party, filed in British Columbia with a Registration Number of 875851N.

5. The Borrower and Guarantor Parties each acknowledges and agrees that:

(i) the Borrower and Guarantor Parties are in material violation of certain representations and covenants under the Loan Agreement resulting in immediate Events of Default under the Loan Agreement (collectively, the “Existing Events of Default”).

(ii) as a result of the occurrence and continuation of the Existing Events of Default, the Lender has no obligation to disburse any amounts from the Reserve Accounts and any disbursement or other protective advances may be made at the sole discretion of the Lender;

(iii) as of the date hereof, the Borrower and Guarantor Parties have insufficient cash to continue the operations of the Borrower and Guarantor, and the Borrower and Guarantor Parties have determined that the projected cash flows of the Loan Collateral are insufficient to (A) support the operating needs of the Borrower and Guarantor, (B) support the costs of owning and operating the Loan Collateral, and (C) support the debt service owed to the Lender pursuant to the Loan Documents;

(iv) as of the date hereof, the Borrower and Guarantor Parties have no ability to recapitalize the business of Borrower and Guarantor or to otherwise repay the amounts owed to the Lender under the Loan Documents; and

(v) as a result of the foregoing, the Borrower and the Guarantor Parties have determined it is in the best interests of the Borrower and the Guarantor Parties to enter into this Agreement to voluntarily transfer the Loan Collateral to the Designee (as defined below) subject to the terms hereof.

7. Pursuant to that certain notice letter, dated January 27, 2023 from Lender to Borrower and the Guarantor Parties, and acknowledged and agreed by each of the Borrower and Guarantor Parties, to the extent the Lender elects to make any new money advances to or for the benefit of Borrower or Guarantor Party, such amounts shall automatically be deemed to be (i) added to the outstanding principal amount of the Loan under the Loan Agreement, (ii) to be Obligations incurred under the Loan Agreement and guaranteed by the Guarantor Parties in accordance with the terms of the Loan Agreement, and (iii) to be secured by all of the Loan Collateral in accordance with the terms of the Loan Documents.

8. The Borrower and Guarantor Parties hereby acknowledge and agree that, for the avoidance of doubt, any new money advances made by the Lender on or prior to the date of this Agreement to or for the benefit of Borrower or Guarantor Party shall automatically be deemed to be (i) added to the outstanding principal amount of the Loan under the Loan Agreement, (ii) to be Obligations incurred under the Loan Agreement and guaranteed by the Guarantor Parties in accordance with the terms of the Loan Agreement, and (iii) to be secured by all of the Loan Collateral in accordance with the terms of the Loan Documents.

9. The Borrower and Guarantor Parties each acknowledges and agrees that: (i) as of January 31, 2023, the total amount of outstanding principal and accrued but unpaid interest (including interest accruing at the Default Interest Rate as a result of the Existing Events of Default, to the extent permitted by applicable law) due and owing to the Lender under the Loan Agreement (including, without limitation, protective advances made to the Borrower through such date) is \$17,654,612.32, all as agreed to and provided under the Loan Documents; (ii) accrued interest is

owing to the Lender at the Default Interest Rate until full payment thereof, as provided under the Loan Documents, to the extent permitted under applicable law; (iii) attorneys' fees, costs, and expenses are owing to the Lender under the Loan Documents; and (iv) all of the obligations owing under the Note and the Loan Agreement (all of the foregoing, together with all fees, costs, and expenses chargeable to the account of the Borrower or any of the Guarantor Parties under the Loan Documents and all other amounts advanced by the Lender in connection with the Loan Documents, collectively, the "Obligations") are without defense, offset, reduction, or counterclaim.

10. The Borrower and the Guarantor Parties each acknowledges and agrees that they have determined that the market value of the Loan Collateral does not exceed the Obligations and, as a result, there is no equity remaining in the Loan Collateral.

11. The Borrower and Guarantor Parties each acknowledges and agrees:

(i) The Borrower and Guarantor, as applicable, owns all of the legal and equitable, indefeasible fee simple title to the Loan Collateral, subject only to Permitted Encumbrances (as defined below) and any other liens and interests created or perfected by the Loan Documents; and

(ii) the Borrower and Guarantor Parties are indebted to the Lender as evidenced by the Note, the Loan Agreement, and the Loan Documents, and the obligations thereunder are secured by validly perfected, first-priority liens and security interests in the Loan Collateral.

12. Given the foregoing circumstances, the Borrower and the Guarantor Parties have agreed that the Borrower and Guarantor (solely to the extent the Guarantor owns any Loan Collateral) shall transfer the Loan Collateral, subject to the limitations and exclusions of liability as more fully set forth in Section 7.1 below, to one or more entities designated in writing by the Lender (individually and collectively, the "Designee"), subject to the existing security interests, liens and mortgages of the Lender, upon the terms and conditions set forth below. Nothing in this Agreement shall be construed as transferring to the Designee any Equity Interests owned by Guarantor in any of its subsidiaries.

A G R E E M E N T:

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged the Borrower, the Guarantor Parties and the Lender each agrees to the above Recitals and as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing Recitals and the factual information referenced therein are acknowledged and agreed to by the parties hereto and are incorporated herein by reference. The Recitals are a substantive, contractual part of this Agreement.

SECTION 2. CONVEYANCE TO LENDER'S DESIGNEE.

2.1 Agreement to Convey. Propco agrees to convey at Closing (as defined below) good and indefeasible fee simple title to the Loan Collateral that constitutes real property (the "Real Property Collateral") to the Designee by a Deed in Lieu of Foreclosure (the "Deed") in substantially the form of Exhibit "A" attached hereto, subject to such changes as may be approved in writing by Lender in its sole discretion, and subject only to the respective title exceptions to which the Deed of Trust was subject, together with such other liens, if any, identified in the ALTA Loan Policy of Title Insurance, issued by Stewart Title Guaranty Company as Policy Serial No. M-9011-000000997 (together, the "Permitted Encumbrances").

2.2 Transfer of Other Collateral. Subject to the limitations and exclusions of liability set forth in Section 7.1 below, the Borrower and Guarantor agree to transfer and assign at Closing, "as is, where is, and with all faults," to the Designee at Closing, by Blanket Conveyance, Bill of Sale and Assignment of Assets in substantially the form attached as Exhibit "B" (the "Bill of Sale"), subject to such changes as may be approved in writing by Lender in its sole discretion, or to deliver to the Designee at Closing, all Loan Collateral that constitutes personal property.

2.3 Conveyance Documents. The Deed, Bill of Sale, and all other documents to be executed and delivered by the Borrower and Guarantor Parties are called the "Conveyance Documents."

2.4 Absolute Conveyance. The Borrower and the Guarantor Parties each acknowledges and agrees that the conveyance by the Borrower and Guarantor of the Loan Collateral (excluding, for the avoidance of doubt, any Equity Interests owned by Guarantor in any of its subsidiaries) to the Designee in accordance with and as contemplated by the terms and conditions of this Agreement, is an absolute conveyance of all of the rights, title and interests of the Borrower and Guarantor in and to the Loan Collateral and is not intended as a deed of trust, mortgage, trust conveyance, or other security agreement of any nature whatsoever, and that the Borrower and Guarantor shall not have any further interest (including specifically, but without implied limitation, any equity or right of redemption) or claims in and to the Loan Collateral or the rents, issues, or profits and other proceeds that may be derived therefrom.

2.5 Merger Not Intended. The Borrower and the Guarantor Parties each acknowledges and agrees that:

(a) Notwithstanding the conveyance of the Loan Collateral to the Designee and the execution and delivery of the Conveyance Documents, the Lender's liens on and security interests in the Loan Collateral or any other assets or equity interests subject to the security interests of the Lender, including, without implied limitation, the liens and security interests granted under the Deed of Trust, are NOT RELEASED or RELINQUISHED in any manner or respect whatsoever. All liens on and security interests in the Loan Collateral or any other assets or equity interests subject to the security interests of the Lender in favor of the Lender shall remain valid and continuous and in full force and effect, unless and until released by written instrument (a "Release by Lender") executed or authorized by the Lender, or its successors and assigns, and in the case of the real property recorded in the real property records of the Stanislaus

County Recorder's Office, California, which Release by Lender may be made as, if and when the Lender, or its successors and assigns, shall determine in the exercise of its sole discretion.

(b) Neither the Lender nor the Borrower or the Guarantor Parties intend that there shall be, and there shall not in any event be, a merger of any liens benefiting the Lender against the Loan Collateral with the title or other interest of the Lender in the Loan Collateral by virtue of the conveyance to be evidenced by the Conveyance Documents and the parties expressly provide that the liens against the Loan Collateral in favor of the Lender on the one hand and title on the other, shall be and remain at all times SEPARATE and DISTINCT.

(c) For purposes of priority as between (i) intervening or inferior liens and encumbrances, if any, on or against the Loan Collateral, and (ii) the liens against the Loan Collateral in favor of the Lender, any and all rights of the Lender to exercise its remedies of foreclosure by private power of sale pursuant to non-judicial foreclosure or by judicial foreclosure and all other remedies are expressly preserved hereby and for purposes of limitations and any other applicable time bar defense, are expressly reserved, reaffirmed, acknowledged and extended as evidenced by this instrument.

(d) The priority of the liens against the Loan Collateral in favor of the Lender is intended to be and shall remain in full force and effect and nothing herein or in any instrument executed in connection herewith shall be construed to subordinate the priority of such liens to any other liens or encumbrances whatsoever.

(e) If (i) the conveyance of the Loan Collateral from the Borrower or Guarantor to the Designee is voided, avoided or set aside for any reason whatsoever on account of any action taken or caused to be taken by the Borrower or any Guarantor Party or anyone claiming by, through, or under the Borrower or any Guarantor Party, (ii) if the Lender determines in its sole discretion that the conditions set forth in Section 3.2, Section 3.3 or Section 3.4 cannot or will not be satisfied, (iii) the Lender determines that the Borrower or any Guarantor Party is in material breach of this Agreement, or (iv) the Lender otherwise decides not to proceed with Closing in its sole discretion, then: (x) the Lender shall have the right to foreclose the liens and security interests and take such other action as is permitted under the Loan Documents and applicable law; and (y) all costs incurred by the Lender in connection with this Agreement and any other cost of enforcement of the rights and remedies of the Lender (and the Designee) shall be deemed a part of the Obligations secured by the Loan Documents and shall be due and payable by the Borrower and the Guarantor Parties.

(f) All Loan Documents shall continue to be in full force and effect following the conveyance of the Loan Collateral contemplated herein and shall not be affected by such conveyance.

2.6 No Contest to Foreclosure. The Borrower and the Guarantor Parties each agrees not to institute any action or suit at law or in equity against the Lender under any of the Loan Documents, and agrees not to institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, injunction, restraining order (temporary or otherwise), costs, loss of services, expenses or compensation for or on account of any damage, loss or injury that in any way contests the validity of any foreclosure by the Lender or seeks to hinder, delay, impede, enjoin, limit, obstruct or postpone any foreclosure

by the Lender (including, but not limited to, asserting that the foreclosure was a fraudulent conveyance) or otherwise seek to render the Lender liable for any action taken or omitted to be taken during any foreclosure of the Loan Collateral or any other assets or equity interests subject to the security interests of the Lender. The Borrower and the Guarantor Parties each represents that each has no present intention to file a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code (a “Voluntary Bankruptcy Filing”) subsequent to the conveyance of the Loan Collateral. However, the Borrower and Guarantor Parties each agrees that it may elect a Voluntary Bankruptcy Filing subsequent to the conveyance of the Loan Collateral in the event that: (i) creditors of such party bring and pursue collection activity against such party, and (ii) the anticipated cost, in terms of time and out-of-pocket expense, in responding and otherwise administering the collection activity, exceeds in the sole determination of the applicable Borrower or Guarantor Party the projected costs of a Voluntary Bankruptcy Filing.

SECTION 3. EFFECTIVE DATE; CLOSING.

3.1 Conditions Precedent To Effectiveness. This Agreement shall become effective upon the date that the Lender receives:

(a) this Agreement (together with all schedules and exhibits hereto), duly executed by the Borrower and the Guarantor Parties;

(b) each of James R. Blink and Travis Heilman shall enter into a support and voting agreement with the Lender (with respect to, inter alia, voting in favor of the Transaction Resolution (as defined below)), in form and substance acceptable to Lender; and

(c) a certificate of a senior officer of Borrower and Guarantor certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Borrower or Guarantor, as applicable, authorizing the execution, delivery and performance of this Agreement, subject only to Guarantor Shareholders’ (as defined below) approval of the Transaction Resolutions at the Special Shareholder Meeting (as defined below).

3.2 Closing Date. The closing of the transaction provided for in this Agreement (the “Closing”) will occur on a date to be agreed in writing by the parties hereto (the “Closing Date”) promptly following the date that each of the conditions precedent set forth in Section 3.3 below are satisfied (or expressly waived in writing by Lender in its sole discretion). If the Closing has not occurred in accordance with the terms hereof on or before the date that is 90 days after the Effective Date (or such later date as the Lender may approve in writing in its sole discretion) then this Agreement and the Conveyance Documents may be terminated by the Lender by written notice to the other parties hereto and nothing herein or in any Conveyance Documents shall be deemed to waive, modify or alter any of the respective rights, remedies or obligations of the Lender, the Borrower, or the Guarantor Parties as exist under the Loan Documents, which rights, remedies and obligations shall then be unaffected by the terms, conditions or provisions of this Agreement or any of the Conveyance Documents; provided, that, (i) this proviso shall survive the termination of this Agreement, (ii) all costs incurred by the Lender in connection with this Agreement shall be deemed a part of the Obligations secured by the Loan Documents, and (ii) Section 2.3, Section 6, Section 7, Section 8 of this Agreement shall survive any termination of this Agreement.

3.3 Conditions Precedent to Closing. The Closing shall be subject to the satisfaction of the following conditions precedent, unless specifically waived in writing by the Lender in its sole discretion, it being agreed and acknowledged by the Borrower and the Guarantor Parties that the Lender shall have no obligation whatsoever to close the transaction provided for in this Agreement unless all such conditions precedent have been satisfied:

(a) the Borrower and Guarantor have executed and delivered the Conveyance Documents as required pursuant to the terms hereof into escrow with K&L Gates LLP (the “Closing Agent”) whose address is 1717 Main Street, Suite 2800, Dallas, Texas 75201 who shall provide satisfactory evidence of same to the Lender prior to Closing;

(b) the Borrower and Guarantor Parties have delivered to the Lender the additional documents and information specified in Section 3.4 below (including, but not limited to, the contracts set forth in Section 3.4(e));

(c) the Guarantor has executed and delivered to Lender a Call Option Agreement in form and substance acceptable to the Lender (the “Call Option Agreement”) and, if applicable, the transactions contemplated thereby have been approved by the Guarantor Shareholders;

(d) the Borrower and Guarantor Parties have executed and delivered a release of claims as of the Closing Date in the form attached hereto as Exhibit “I”;

(e) the Transaction Resolution shall have been approved by the requisite number of votes of the Guarantor Shareholders and such resolutions remain in full force and effect and holders of not more than one percent (1%) of the common shares of the Guarantor shall have exercised their right to dissent with respect to the Transaction Resolution in accordance with the *Business Corporations Act* (British Columbia);

(f) the Lender has received a title policy commitment in form and substance acceptable to the Lender;

(g) the Lender has received an executed employment agreement for James R. Blink to serve as an executive officer of the Designee at Closing, which employment agreement is in form and substance acceptable to Lender;

(h) the Lender has received a good standing certificate (or its equivalent) for the Borrower and Guarantor from the secretary of state or similar Governmental Authority of the jurisdiction under the laws in which each is organized;

(i) the Lender is satisfied that all state and local cannabis licenses required to operate the Loan Collateral will remain in full force and effect before and after being assigned to the Designee at Closing;

(j) no Governmental Authority has enacted, issued, promulgated, enforced or entered any order, writ, judgment, injunction, decree, stipulation, determination or award which is in effect and has the effect of making the transactions contemplated by this Agreement illegal,

otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof;

(k) no Action has been commenced against the Borrower, Guarantor Parties or Lender which would prevent the Closing and no injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby;

(l) the Lender has received executed releases, in form and substance acceptable to Lender, of all indebtedness from each holder of the Scheduled Indebtedness (as defined below) and any other holder of Indebtedness (other than trade payables incurred in the ordinary course of business or amounts owing to Lender) owed by Borrower or Guarantor;

(m) all representations and warranties of the Borrower or any Guarantor Party contained in this Agreement are true and correct as of the Closing Date and the Borrower and each Guarantor Party have performed and satisfied all covenants contained herein on or before the Closing Date, including the delivery of such information and documentation as is required by this Agreement; and

(n) the Borrower and the Guarantor Parties shall have delivered to the Lender such other documents, affidavits, certifications, or instruments as the Lender reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

3.4 Closing Procedures. At the Closing, the Borrower and the Guarantor Parties will deliver to the Lender or the Designee or the their agent, as appropriate, the following, all in form and substance satisfactory to the Lender:

(a) The Deed as set forth in Section 2.1;

(b) The Bill of Sale as set forth in Section 2.2;

(c) Vendor's Affidavits in substantially the form attached hereto as Exhibit "C";

(d) A certification of non-foreign status, as defined in the Internal Revenue Code and Income Tax Regulations, in substantially the form attached as Exhibit "D";

(e) Evidence of payment at Closing of all transfer and similar taxes in connection with the transactions contemplated hereby (if any);

(f) Executed originals of all leases, contracts, insurance policies, and other agreements that are to be delivered to the Designee prior to the Closing pursuant to Section 4.2 of this Agreement; and

(g) All such other and further conveyances, assignments, releases, confirmations and instruments of further assurance, approvals, consents and all other documents as may be reasonably necessary, expedient or proper in the opinion of the Lender in order to consummate any and all conveyances, transfers, sales and assignments herein provided;

including, without limitation, endorsements and assignments of checks, deposits and accounts assigned to the Designee pursuant hereto.

SECTION 4. COVENANTS OF THE BORROWER AND THE GUARANTOR PARTIES.

The Borrower and each of the Guarantor Parties hereby covenant and agree as follows:

4.1 Inspection by the Lender. On or before the Closing, the Lender and its authorized agents may inspect the Loan Collateral and the books and records, contracts, agreements, leases, insurance policies and other documents maintained by the Borrower or Guarantor (collectively, the “Books and Records”). At or prior to the Closing, the Borrower and the Guarantor Parties shall turn over to the Designee all of the Books and Records, including, but not limited to, all of the following: (i) contracts relating to the Loan Collateral or the Construction Work; (ii) construction contractor and subcontractor lists; (iii) construction contractor and subcontractor invoices and payment records; (iv) vendor lists, (v) employee and human resource files; (vi) purchase records, (vii) maintenance logs and records, (viii) booking and sales records; (ix) customer lists and records; (x) receivables and payment records; (xi) tax files; (xii) records of bank accounts and cash receipts; (xiii) capital expenditure records, including the acquisition thereof; (xiv) warranty records; and (xv) general ledgers of the Borrower and Guarantor. The Designee agrees to make available to the Borrower and Guarantor Parties for inspection and copying (including the downloading of information from the Borrower's computers), for the purpose of, among other things, preparation and filing of tax returns or schedules and statements of financial affairs in connection with a filing by or against the Borrower or Guarantor Parties under the United States Bankruptcy Code.

4.2 Agreements Affecting Loan Collateral. Exhibit “E” attached hereto sets forth a true, correct and complete list of all management, development, construction, service and other contracts affecting the Loan Collateral as of the date hereof (collectively, the “Contracts”). Within five (5) Business Days prior to the proposed Closing Date designated in writing by Lender, the Borrower and Guarantor Parties shall provide a true and correct listing of outstanding payables with respect thereto (the “Outstanding Payables”), and an analysis from Borrower of the status of performance and level of completion thereunder, in form and substance acceptable to Lender. Borrower hereby acknowledges and agrees that neither Lender nor Designee has any obligation whatsoever to pay or assume any liability under any of the Contracts. Nothing herein shall constitute an agreement by Lender or Designee (and Lender and Designee hereby disclaim any and all obligations) to assume any liability under the Contracts or to pay, HONOR, OR ASSUME any Outstanding Payables.

4.3 Existing Indebtedness. Exhibit “F” attached hereto and made a part hereof, sets forth a true, correct and complete list of the names, the amounts, the nature of, and a summary of the documents evidencing all outstanding Indebtedness (other than any Indebtedness or other obligations under the Loan Documents) of the Borrower or Guarantor as of the Effective Date (the “Scheduled Indebtedness”). Nothing herein shall constitute an agreement by Lender or Designee (and Lender and Designee hereby disclaim any and all obligations) to assume any liability under the Contracts or to pay, HONOR, OR ASSUME any Scheduled Indebtedness or other Indebtedness. Within five (5) Business Days prior to the proposed Closing Date designated in writing by Lender, the Borrower and Guarantor Parties shall provide a true and correct list of

all outstanding Indebtedness, including any then outstanding trade payables, in form and substance acceptable to the Lender.

4.4 Location of Loan Collateral. Exhibit “G” attached hereto and made a part hereof, sets forth a true, correct and complete list of the locations of all Loan Collateral. Within five (5) Business Days prior to the proposed Closing Date designated in writing by Lender, the Borrower and Guarantor Parties shall provide the Lender with a reasonably detailed summary of the Loan Collateral at each location listed on Exhibit “G”.

4.5 Conduct of Business Prior to Closing. Between the date of the execution of this Agreement and the Closing, the Borrower and the Guarantor Parties: (a) shall not enter into any agreements of any nature relating to or affecting the Loan Collateral or the business of the Borrower or Guarantor, including any agreement which may restrict the Borrower or Guarantor, as applicable, from operating its business as currently conducted unless the written consent of the Lender shall first be obtained, (b) shall not convey or remove from any location where now located, any of the Loan Collateral to be conveyed under the Conveyance Documents, (c) shall not cancel any insurance policies with respect to the Loan Collateral and shall preserve and maintain its permits and licenses including any cannabis related licenses, (d) shall use commercially reasonable efforts to continue to operate the Cannabis Business and the Loan Collateral in the ordinary course consistent with past practice, subject to the availability of sufficient working capital and the Borrower and Guarantor’s reasonable business judgment, (e) shall use commercially reasonable efforts to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with the Borrower and Guarantor and shall maintain the Loan Collateral in a state of repair and condition that is consistent with the requirements and normal conduct of the business of the Borrower and Guarantor, subject to the availability of sufficient working capital and the Borrower and Guarantor’s reasonable business judgment, (f) shall maintain its books and records in accordance with past practice, (g) shall not incur any Indebtedness other than Permitted Indebtedness or authorize or commit to the same, (h) shall not lend money to or guarantee the debts of any other Person or authorize or commit to the same, (i) shall not issue or amend any securities or authorize or commit to the same, except as contemplated by the Call Option Agreement, (j) shall not take any action that would materially delay, prohibit or impede the transactions contemplated by this Agreement or the Call Option Agreement, (k) shall fully cooperate with any reasonable requests of appraisers retained by the Lender or its counsel, (l) shall comply in all material respects with applicable laws, (m) shall not lend money to, or guarantee the debts of, any other Person, (n) shall not settle or commence any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity commenced to which the Borrower or Guarantor is a party, (o) shall not amend its constating documents, (p) shall not effect any split, consolidation, reclassification, redemption or repurchase of its securities, (q) shall not reorganize, amalgamate or merge, (r) shall not undertake any voluntary dissolution, liquidation or winding-up or any other disposition of its assets for the purpose of winding up, (s) shall not declare, set aside or pay any dividend or other disposition of any kind or nature (whether in cash, stock or property or any combination thereof) in respect of any securities, (t) shall not make any bonus or profit sharing distribution or similar payment of any kind, (u) except as required by applicable law, shall not agree to or make any severance, change of control or

termination payment or increase the compensation of any employee, officer, director or consultant, (v) shall not terminate, dismiss, demote or otherwise decrease the job requirement of any officer, (w) shall not appoint any officer, (x) shall complete on a timely basis all requisite filings with Governmental Authorities or as may otherwise be required under applicable law, (y) shall allow a representative of the Lender to attend and observe any meeting of the board of directors of the Borrower or Guarantor, (z) shall not make or enter into any commitment or agreement in contravention of the foregoing and (aa) shall use best efforts to satisfy the conditions to Closing set forth in Section 3 of this Agreement. Notwithstanding the Existing Events of Default, the Borrower and Guarantor Parties shall comply with all covenants contained in the Loan Agreement and the other Loan Documents subject to the continuation of the Existing Events of Default; provided, that the Lender hereby consents to the Transfer of the Loan Collateral to the Designee and such Transfer shall not constitute a Default or Event of Default under the Loan Documents. Notwithstanding the foregoing, to the extent the Modesto Planning Department informs the Lender that any covenant contained in Section 4 of this Agreement constitutes "control" requiring thirty (30) day prior written consent from the Modesto Planning Department, the parties hereto agree that (i) upon written notice from the Lender such covenant shall be deemed to be of no force and effect until such thirty (30) day prior written notice from the Modesto Planning Department has been obtained, (ii) to the extent requested by the Lender in writing, the parties shall agree to amend this Agreement to remove or modify such covenant only to the extent required so as to not trigger such thirty (30) day prior written consent requirement, and (iii) solely to the extent the Lender elects in its sole discretion by written notice to the other parties, this Agreement shall be deemed terminated.

4.6 Delivery of Loan Collateral. The Borrower and Guarantor Parties each agrees to surrender peacefully possession of all Loan Collateral, together with all keys, security codes, books, records, and other information necessary for the Lender to gain possession of all Loan Collateral, to the Designee or its agents, without the necessity of judicial process. The Borrower and Guarantor Parties each acknowledges that the Lender's or the Designee's actions as effected hereby does not, and will not constitute a breach of the peace. The Borrower and the Guarantor Parties each agrees with the Lender that Borrower and Guarantor Parties will not, either directly or indirectly, hinder, delay or otherwise interfere with the Lender's (and the Designee's) rights and remedies under the Loan Agreement, the Loan Documents, or the Deed of Trust, including, without limitation, the Lender's rights to collect assets, take control of proceeds of Loan Collateral, and obtain peaceable possession of the Loan Collateral and any premises upon which such Loan Collateral is located. The Borrower and the Guarantor Parties agree with the Lender that neither the Borrower nor the Guarantor Parties will abuse, misuse, hide or secret any Loan Collateral or proceeds thereof and that the Borrower or the Guarantor Parties will provide the Lender (and the Designee) with all information concerning the Loan Collateral that the Lender or the Designee may request and cooperate with and assist the Lender and the Designee in effecting the transfer of the Loan Collateral to the Designee. Further, prior to and following the Closing Date, the Borrower and the Guarantor Parties agree to fully cooperate with the Designee and the Lender to effect the transfer of any and all cannabis licenses or permits necessary or useful in connection with the operation of the Loan Collateral. To the extent that the Designee is not transferred any cannabis license or permit or is not taking assignment of any contract rights necessary or useful in connection with the operation of the Loan Collateral at the time of the Closing, the Borrower or the Guarantor Parties (to the extent applicable) shall fully cooperate with the Designee in entering into arrangements with the Designee in respect of such licenses,

permits or other contracts, as may be permitted under applicable law, to allow the continued operation of the Loan Collateral. Nothing herein shall constitute an agreement by Lender or Designee (and Lender and Designee hereby disclaim any and all obligations) to assume any liability under the Contracts or to pay, HONOR, OR ASSUME any Outstanding Payables in respect thereof.

4.7 Turnover of Accounts Receivable and Cash and Account Balances and Offsets. The Borrower and the Guarantor Parties hereby agree that at the Closing, the Borrower and Guarantor shall assign, transfer, and turn over, or otherwise cause the assignment, transfer, or turnover, to the Lender all of the Borrower's and Guarantor's cash, account balances, deposits (including security deposits, utility deposits, or otherwise), capital expenditure account balances, accounts receivable and collections thereof, and any other cash proceeds of the Loan Collateral (collectively, the "Accounts Receivable and Cash Proceeds") or otherwise assign and transfer to the Lender all rights in such accounts containing such cash proceeds. Further, the Borrower and the Guarantor Parties at the Closing shall provide to the Lender a complete accounting of all of the Accounts Receivable and Cash Proceeds, including, but not limited to, the sources of such amounts. The Borrower and the Guarantor Parties hereby agree that the Lender shall have the right to set off and apply to the Obligations the Accounts Receivable and Cash Proceeds, together with any and all balances and deposits of the Borrower or the Guarantor Parties held by the Lender or held in any bank accounts transferred to the Lender. The Borrower and each Guarantor Party hereby irrevocably makes, constitutes, and appoints the Lender (and any of Lender's agents, employees, or representatives) as Borrower's and such Guarantor Party's true and lawful attorney, with power to sign the name of such Borrower and Guarantor Party, as applicable, and endorse such Borrower's or Guarantor Party's name on any accounts receivable collection that may come into the Lender's possession, make, settle, and adjust all claims thereto, and take control, in any manner, of any item of payment or proceeds relating to any Loan Collateral. The appointment of the Lender as the Borrower's and each Guarantor Party's attorney hereunder, and each and every one of its rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully and finally repaid to the Lender.

4.8 Notice of Certain Events. From the date hereof until the Closing, the Borrower and Guarantor Parties shall promptly notify Lender in writing of (i) any fact, circumstance, event or action the existence, occurrence or taking of which has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 3.3 to be satisfied; (ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (iii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and (iv) any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity commenced or, to Borrower's or any Guarantor Party's knowledge, threatened against, relating to or involving or otherwise affecting Borrower or any Guarantor Party or that relates to the consummation of the transactions contemplated by this Agreement.

4.9 Guarantor Shareholders Meeting and Circular.

(a) Prior to Closing and promptly following the date hereof, Guarantor shall:

(i) in order to obtain the necessary approval of its shareholders for the transactions contemplated by this Agreement:

(A) convene and conduct a special meeting (the “Special Shareholder Meeting”) of registered holders of the issued and outstanding common shares in the capital of the Guarantor (the “Guarantor Shareholders”), called and held in accordance with the Guarantor’s organizational documents and applicable law, to consider a special resolution approving the transactions set forth in this Agreement (the “Transaction Resolutions”), as soon as reasonably practicable, and in any event on or before April 30, 2023, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) such special meeting without the prior written consent of Lender, except:

(1) as required for quorum purposes (in which case such special meeting shall be adjourned and not cancelled) or by applicable law; or

(2) as otherwise expressly permitted under this Agreement;

(ii) use commercially reasonable efforts to solicit proxies in favour of the approval of the Transaction Resolutions and against any resolution submitted by any Guarantor Shareholder that is inconsistent with the Transaction Resolutions or the completion of any of the transactions contemplated by this Agreement, including, if so requested by Lender, acting reasonably, and at the expense of Lender, using a proxy solicitation services firm acceptable to Lender and, to solicit proxies in favour of the approval of the Transaction Resolutions;

(iii) provide Lender with copies of or access to information regarding the Special Shareholder Meeting generated by any proxy solicitation services firm, as reasonably requested from time to time by Lender;

(iv) consult with Lender in fixing the date of the Special Shareholder Meeting, give notice to Lender of the Special Shareholder Meeting and allow Lender’s representatives to attend the Special Shareholder Meeting;

(v) promptly advise Lender, at such times as Lender may reasonably request and at least on a daily basis on each of the last 10 Business Days prior to the date of the Special Shareholder Meeting, as to the aggregate tally of the proxies received by the Guarantor in respect of the Transaction Resolutions;

(vi) promptly advise Lender of receipt of any communication (written or oral) from any Guarantor Shareholder in opposition to the transactions contemplated herein (other than non-substantive communications) or with respect to the exercise of such Guarantor Shareholder’s dissent rights; and

(vii) not change the record date for the Guarantor Shareholders entitled to vote at the Special Shareholder Meeting in connection with any adjournment or postponement of the Special Shareholder Meeting (unless required by applicable law).

(b) Subject to the Lender's compliance with Section 4.10(e), Guarantor shall for purposes of obtaining the necessary approval of its shareholders for the transactions contemplated by this Agreement, promptly prepare and complete a notice of the Special Shareholder Meeting and accompanying management information circular, in form and substance as may be agreed to by the Lender in writing (the "Guarantor Circular") together with any other documents required by law in connection with the Special Shareholder Meeting and the transaction contemplated herein, and Guarantor shall, promptly, cause the Guarantor Circular and such other documents to be filed and sent to each Guarantor Shareholder and other Person as required by law, in each case using best efforts so as to permit the Special Shareholder Meeting to be held as soon as reasonably practicable as specified in Section 4.10(a)(i)(A).

(c) On the date of mailing thereof, Guarantor shall ensure that the Guarantor Circular complies in all material respects with applicable law, does not contain any untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (except that Guarantor shall not be responsible for any information included in the Guarantor Circular related to Lender and its Affiliates or the Designee that was furnished by Lender for inclusion in the Guarantor Circular pursuant to Section 4.10(e)) and provides the Guarantor Shareholders with sufficient information to permit them to form a reasoned judgement concerning the matters to be placed before the Special Shareholder Meeting. Without limiting the generality of the foregoing, the Guarantor Circular shall include a statement that the directors and senior officers of Guarantor who are holders of the issued and outstanding common shares in the capital of the Guarantor have agreed to vote their common shares, as applicable, in favour of the Transaction Resolutions.

(d) Guarantor shall give Lender and its legal counsel a reasonable opportunity to review and comment on drafts of the Guarantor Circular and other related documents, and shall give reasonable consideration to any comments made by them, and agrees that all information relating solely to Lender or any of its affiliates included in the Guarantor Circular must be in a form and content satisfactory to Lender.

(e) Lender shall provide Guarantor with, on a timely basis, all information regarding Lender and its affiliates and the Designee, as required by applicable law for inclusion in the Guarantor Circular or in any amendments or supplements to the Guarantor Circular. Lender shall ensure that such information with respect to Lender and its affiliates and the Designee does not contain any untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

(f) Each party shall promptly notify the other party if it becomes aware that the Guarantor Circular contains any untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or otherwise requires an amendment or supplement. The Guarantor and Lender shall cooperate in the preparation of any such

amendment or supplement as required or appropriate, and Guarantor shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the Guarantor Shareholders and, if required by applicable law, file the same with the British Columbia Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada or any other Governmental Authority as required.

4.10 Designee's Rights. The Borrower and the Guarantor Parties agree that from and after the Closing, the Designee is authorized to (a) take possession of, preserve, and sell any Loan Collateral, and (b) subject to the rights of inspection and copying provided to the Borrower in Section 4.1 above, to take possession of or obtain access to all books, records, financial documents, contracts, bills or invoices of materialmen or vendors (or other documents that describe the work such vendors performed and the amounts due and owing to them), and other documents and/or computer systems of the Borrower or Guarantor, including all records or documents on electronic media or in computer memory, relating to the Loan Collateral, wherever located. Nothing herein shall constitute an obligation upon the Designee to pay for any obligations, debts, or liabilities of the Borrower or the Guarantor Parties arising on account of the operation of the Cannabis Business or otherwise. Pursuant to the terms and conditions of this Agreement, the Designee is acquiring the assets of the Cannabis Business, without the assumption of any obligations, debts, or liabilities of the Borrower or any Guarantor Party, whether arising on account of the operation of the Cannabis Business or otherwise.

4.11 Access to Postal Service Mail. Following the Closing, the Borrower and the Guarantor Parties hereby (a) authorize the Designee or the Designee's agents to collect and process all inbound mail addressed to any Post Office Box owned or controlled by the Borrower or any Guarantor Party; and (b) authorizes and orders the United States Postal Service to turn over to the Lender, the Designee, or their respective agents all inbound mail (including mail held by the United States Postal Service prior to this date) addressed to any post office box owned or controlled by the Borrower or any Guarantor Party. This authorization extends to mail in the name of the Borrower or any Guarantor Party, and addressed to any of their offices, including such offices at 217 Daly Avenue, Modesto, CA 95354. The Borrower and the Guarantor Parties also authorize and order the United States Postal Service to (i) turn over to the Designee or its agents any and all keys to any Post Office Box owned or controlled by the Borrower or any Guarantor Party, provided, however, that the mail is addressed to the Borrower or a Guarantor Party, and (ii) take any actions necessary (including, but not limited to, changing the locks to same to ensure that the Designee or its agent possesses the only keys to such post office box or boxes; provided, however, the Lender, the Designee or the Designee's agent shall release and deliver to the Borrower, to the attention of James R. Blink, 217 Daly Avenue Modesto, CA 95354, or at such other address as may be provided by the Borrower's counsel to the Lender, all mail unrelated to (i) the operation, maintenance, or preservation of the Loan Collateral, or (ii) any claims against the Borrower or any Guarantor Party, within two (2) business days of receipt and actual possession thereof.

4.12 Inventory. On or before the Closing Date, the Borrower and the Guarantor Parties shall prepare and deliver to the Lender a detailed inventory (the "Inventory") setting forth the major items of the physical, tangible property (constituting a portion of the Loan Collateral) and any inventory required to be delivered and turned over to the Designee pursuant to the terms hereof. At or prior to Closing, the Lender shall approve the Inventory. The Borrower and the

Guarantor Parties acknowledge that the Inventory does not constitute a complete list of all of the physical, tangible property constituting the Loan Collateral, and the Borrower and the Guarantor Parties shall nonetheless be obligated to turn over all of the Loan Collateral to the Designee on the Closing Date pursuant to the terms hereof

4.13 Transfer Taxes, Other Taxes and Expenses of Lender or Designee. The Borrower and Guarantor Parties agree to pay (i) all transfer taxes and similar taxes due and payable in connection with the transactions contemplated by this Agreement, (ii) any other taxes that attached to any of the Loan Collateral at or prior to Closing, and (iii) all expenses incurred by Lender or Designee (including attorneys' fees and other third party expenses) in connection with the negotiation, preparation, execution, delivery or modification of this Agreement or any documents executed in connection herewith, the closing of the transactions contemplated by this Agreement, including, without limitation, any expenses incurred as a result of Lender or the Designee complying with any "Bulk Sales Laws" applicable to the sale of the Loan Collateral, and (iv) any expenses incurred by Lender or Designee (including attorneys' fees and other third party expenses) in defending against any claims brought by any creditor or other person related to this Agreement, any document executed in connection with this Agreement or any of the transactions contemplated by this Agreement; provided, that if the Lender elects in its sole discretion to pay any such taxes or expenses directly, the amount of any such payments shall be deemed added to the outstanding amount of the Obligations and shall be secured in accordance with the terms of the Loan Documents.

SECTION 5. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF THE BORROWER AND THE GUARANTOR PARTIES.

As an inducement to the Lender to enter into this transaction, the Borrower and Guarantor Parties each represents and warrants to Lender that:

5.1 Authority; Directors and Senior Officers. Each of the Borrower and the Guarantor Parties is duly authorized to execute and deliver this Agreement, the Conveyance Documents to which it is a party, and each of the other related documents and instruments, and to consummate the transactions and perform the obligations contemplated hereby and thereby, subject only to Guarantor Shareholders' approval of the Transaction Resolutions at the Special Shareholder Meeting. James R. Blink is the sole member of the board of each of Propco and Opc. James R. Blink, Travis Heilman, and Joshua Baker are all of the directors of Guarantor. James R. Blink is the sole senior officer of the Borrower and Guarantor.

5.2 Binding Authority: No Breach. This Agreement constitutes the legal, valid and binding obligation of each of the Borrower and the Guarantor Parties and is enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or by legal or equitable principles relating to or limiting creditors' rights generally. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will (i) violate any judgment, order, ruling, injunction, decree or award of any court, administrative agency or governmental body against, or binding upon, such party; or (ii) constitute a violation by either the Borrower or the Guarantor Parties of any law or regulation of any jurisdiction as such law or regulation relates to or affects such party or its properties or businesses.

5.3 Mechanics' Liens. No action has been taken, suffered or permitted by or on behalf of or at the request of the Borrower or any Guarantor Party, the effect of which would be to establish or cause the inception or priority of any mechanics' or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Loan Collateral or any part thereof or interest therein, other than (i) the liens evidenced by the Loan Documents in favor of Lender, (ii) any other matters set forth in the Permitted Encumbrances, and (iii) liens that may be asserted by any mechanic or materialman for material delivered or services rendered in connection with or relating to the Loan Collateral as evidenced by contracts, purchase orders, and invoices provided to the Designee pursuant to the terms hereof, and as more fully set forth on Exhibit "H" attached hereto. Within five (5) Business Days prior to the proposed Closing Date designated in writing by Lender, the Borrower and Guarantor Parties shall provide the Lender with an updated Exhibit "H".

5.4 Advice of Counsel. This Agreement and the Conveyance Documents were reviewed by each of the Borrower and the Guarantor Parties, who each acknowledges and agrees that it (i) understands fully the terms of this Agreement and the Conveyance Documents and the consequences of the issuance hereof and thereof, (ii) has been afforded an opportunity to have this Agreement and the Conveyance Documents reviewed by, and to discuss all such documents with such attorneys and other persons as it may wish, and (iii) has entered this Agreement and executed and delivered the Conveyance Documents of its own free will and accord and without threat or duress.

5.5 Litigation. There are no pending or threatened actions, suits, or proceedings before or by any court or administrative agency (i) which question the validity of this Agreement, the Loan Documents, the Conveyance Documents or any instrument or agreement executed in connection herewith or therewith, (ii) that seek to restrain or prohibit, or to obtain damages or a discovery order in respect of, this Agreement, the Loan Documents, or the consummation of the transactions contemplated hereby or thereby, or (iii) that are likely in any case or in the aggregate to adversely and materially affect the closing of the transactions contemplated hereby or thereby.

5.6 Environmental Matters. (a) There is not constructed, deposited, stored, disposed, placed or located on the Real Property Collateral any Hazardous Materials; (b) no asbestos was used in connection with the construction of any portion of any improvements located on the Real Property Collateral and no portion of the Real Property Collateral has been used as a land fill; and (c) no underground storage tanks are located on the Real Property Collateral (or any portion thereof) and none have ever been located on the Real Property Collateral (or any portion thereof).

5.7 Full Disclosure. No representation or warranty by the parties contained in this Agreement, the Conveyance Documents, or any other instrument in connection herewith, delivered on behalf of the Borrower or any Guarantor Party, contains any untrue statement of any material fact or omits any material fact or statement necessary to make the facts or statements contained herein or therein not false or misleading.

5.8 True and Correct. All information and documents previously furnished by the Borrower the Guarantor Parties to the Lender or the Designee, or to be furnished to the Lender or the Designee, pursuant to this Agreement, are true, accurate, and complete.

5.9 Title. The Borrower owns record and beneficial indefeasible title in fee simple absolute in and to the Loan Collateral, and such Loan Collateral is free and clear of any encumbrances, encroachments, overlaps, special assessments, claims, leases, tenancies, other adverse interest or defects upon or affecting the Loan Collateral other than the Permitted Encumbrances.

5.10 Good Faith. This Agreement and each of the Conveyance Documents to be executed at the Closing and all information furnished to the Lender or the Designee, is made and furnished in good faith, for value and valuable consideration, and have not been made under or induced by any fraud, duress or undue influence exercised by the Lender, the Designee, or any other person. The Borrower and Guarantor Parties each acknowledges and agrees that the value of the Loan Collateral as of the date hereof is less than the Obligations owing by the Borrower and the Guarantor Parties to the Lender under the Loan Documents.

5.11 Currently Subsisting Liens. The Borrower and the Guarantor Parties agree and acknowledge that the liens of the Lender as provided under the Loan Documents are currently valid and subsisting liens, and are in full force and effect. There are no liens, security interests, or other encumbrances of any nature intervening between the Loan Documents and the Conveyance Documents.

5.12 Taxes. No federal, state or municipal taxes are due with respect to the Loan Collateral and no liens for such taxes are in effect against the Loan Collateral, except for taxes not yet delinquent.

5.13 Solvency. The Borrower and the Guarantor Parties each acknowledges and agrees that none of them has been adjudicated bankrupt or insolvent, nor has any petition been filed by or against any of them under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction. Each of the Borrower and the Guarantor Parties acknowledges and agrees that it has not entered into this Agreement or the transactions contemplated herein with the intent to defraud, hinder or delay any existing or future creditors.

5.14 Affirmations Concerning Covenants, etc. There have been no violations of any covenants, conditions, exceptions, encumbrances, restrictions, restrictive covenants, zoning or land use ordinances, environmental laws and regulations, or other reservations which pertain to or affect the Loan Collateral.

5.15 Material Changes to Collateral. No event or series of events has or have occurred which would, either individually or collectively, materially and adversely affect the Loan Collateral or the use thereof.

5.16 Status of Released Claims. Neither the Borrower nor any Guarantor Party has assigned or otherwise transferred any claim, demand, action, cause of action, or liability enforceable against the Lender or any member of the Lender and Designee Group (as defined below) that the Borrower or any Guarantor Party has or had, in each case regardless of whether actual or contingent.

5.17 Specified Indebtedness and Other Scheduled Indebtedness.

(a) Neither the Borrower nor any Guarantor Party has made or authorized any payments in respect of any of the Specified Indebtedness on or prior to the Effective Date.

(b) Neither the Borrower nor any Guarantor Party has made or authorized any payments in respect of any other Scheduled Indebtedness (other than any Indebtedness owed to the Lender) during the period beginning July 29, 2022 and ending on and including the Effective Date.

(c) During the period beginning on the Effective Date and ending on the Closing Date, the Borrower and the Guarantor Parties have used their best efforts to cause each holder of any Scheduled Indebtedness to agree to cause the Borrower and Guarantor Parties to be released from any and all obligations in respect of such Scheduled Indebtedness.

Each of the representations and warranties set forth in this Article 5 will be deemed to have been made on each of the Effective Date and the Closing Date. The continued validity of the representations and warranties contained above and elsewhere in this Agreement are a condition precedent to the obligation of the Lender to close this transaction. If any of the representations and warranties proves to be incorrect at the time made, the Lender may then notify the Borrower and the Guarantor Parties in writing that it intends to terminate this Agreement. All representations and warranties contained in this Section 5 or elsewhere in this Agreement will survive the Closing.

SECTION 6. RELEASES IN FAVOR OF THE LENDER AND DESIGNEE.

6.1 Release of the Lender and Designee. AS OF THE EFFECTIVE DATE, EACH OF THE BORROWER AND THE GUARANTOR PARTIES FOR THEMSELVES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "BORROWER GROUP") HEREBY ACKNOWLEDGES THAT AS OF THE DATE HEREOF IT HAS NO DEFENSE, COUNTERCLAIM, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY TO REPAY THE OBLIGATIONS OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM THE LENDER, THE DESIGNEE, OR THEIR RESPECTIVE AFFILIATES, PARTICIPANTS, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND PREDECESSORS (COLLECTIVELY, THE "LENDER AND DESIGNEE GROUP"), AND EACH OF THE BORROWER GROUP HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES THE LENDER AND DESIGNEE GROUP, FROM ALL POSSIBLE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT, OR CONDITIONAL, AT LAW OR IN EQUITY, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE THIS AGREEMENT IS EXECUTED, IN EACH CASE WHICH THE BORROWER GROUP MAY NOW OR HEREAFTER HAVE AGAINST THE LENDER AND DESIGNEE GROUP, IF ANY, AND IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION

OF LAW OR REGULATIONS, OR OTHERWISE, AND ARISING FROM THE OBLIGATIONS, THE EXERCISE OF ANY RIGHTS AND REMEDIES UNDER THE LOAN AGREEMENT OR THE LOAN DOCUMENTS, THE NEGOTIATION FOR AND EXECUTION OF THIS AGREEMENT, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISING OUT OF OR OTHERWISE RELATING TO THE TRANSACTIONS, ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, MATTERS, RELATED IN ANY MANNER TO THE LOAN DOCUMENTS OR THE LOAN COLLATERAL (COLLECTIVELY, THE “RELEASED SUBJECT MATTER”); PROVIDED, HOWEVER, NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL CONSTITUTE A RELEASE OF ANY OF THE REPRESENTATIONS, WARRANTIES, COVENANTS, OR OBLIGATIONS OF THE LENDER UNDER THIS AGREEMENT OR ANY INSTRUMENT EXECUTED BY THE LENDER IN CONNECTION THEREWITH.

6.2 Waiver of Cal Civ. Code § 1542. With respect to any and all claims released herein, the Borrower Group hereby waives the provisions, rights, and benefits of California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Borrower Group hereby waives any and all provisions, rights and benefits conferred by any law of any jurisdiction, state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. Any party in the Borrower Group may hereafter discover facts in addition to or different from those which he, they, or it now knows or believes to be true with respect to the claims released herein but, upon the execution of this Agreement, shall have, fully, finally, and forever settled and released any and all of the claims released herein, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Borrower Group shall be deemed by execution of the this Agreement to have acknowledged that the foregoing waivers were separately bargained for and are key elements of this Agreement of which this release is a part.

6.3 Covenant Not to Sue. Effective upon the Effective Date, the Borrower Group hereby agrees not to institute any action or suit at law or in equity against the Lender and Designee Group, or any one of them, nor institute, prosecute, or in any way voluntarily aid in the institution or prosecution of any claim, or allege, promote, sponsor, or provide aid to another or sponsor, promote, or cause another party to prosecute or allege, against the Lender and Designee

Group, or any one of them, any claim, demand, action, or cause of action for damages or compensation for or on account of any, damage, loss, or injury either to person or to Collateral, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future, arising out of the Released Subject Matter.

SECTION 7. INDEMNIFICATION OF LENDER.

7.1 Pre-Closing Claims. The Borrower and the Guarantor Parties agree and acknowledge that Designee's acceptance of title to the Loan Collateral under the Conveyance Documents is not intended to, and should not, create any liability on the Designee's or the Lender's part to third parties that have claims of any kind against the Borrower or any Guarantor Party in connection with the Loan Collateral or otherwise. Neither the Designee nor the Lender, under this Agreement, the Conveyance Documents, or otherwise, assumes or agrees to discharge or assume any liabilities, contracts, or agreements pertaining to the Loan Collateral or arising out of the operation of the Cannabis Business that accrued prior to the date of the Closing. This Agreement does not confer any third party benefits on persons not a signatory to this Agreement, except the Designee. Notwithstanding anything to the contrary set forth in this Agreement, the Lender reserves the full right to bring an action to foreclose upon the Loan Collateral and the Borrower and the Guarantor Parties agree to cooperate with respect to any such actions brought by the Lender or its assignee to effect the same.

7.2 Misrepresentation. The Borrower and the Guarantor Parties shall indemnify and hold the Lender and the Designee harmless and defend the Lender and the Designee from and against any losses, damages, costs or expenses (including attorney's fees) incurred by the Lender or the Designee as a direct or indirect result of (i) breach of any representation or warranty of the Borrower or Guarantor Parties contained in this Agreement, or (ii) any breach or default by the Borrower or Guarantor Parties under any of the covenants or agreements contained in this Agreement to be performed by the Borrower or the Guarantor Parties, all of which shall survive the Closing.

SECTION 8. GENERAL PROVISIONS.

8.1 Survival. This Section 8.1 and all representations, warranties, covenants, agreements and releases of the parties made in this Agreement shall survive the execution and delivery hereof and the Closing hereunder.

8.2 Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns. No assignment of this Agreement or the rights hereunder may be made by the Borrower or any Guarantor Party without the written consent of the Lender. No assignment of this Agreement or of any rights hereunder by the Borrower or any Guarantor Party shall be effective unless and until said assigning party receives the prior written consent of the Lender to such assignment, and no such assignment shall relieve such assigning party of any of its obligations or liabilities hereunder.

8.3 Modifications and Waivers. No delay on the part of the Lender or the Designee in exercising any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any waiver of any right, power or privilege hereunder operate as a waiver of any other right,

power or privilege hereunder. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity. The Lender shall have the right to waive any of the conditions precedent to its obligations under this Agreement. No such waiver, or modification, discharge or amendment of this Agreement, will be valid in the absence of the written and signed consent of the party against which enforcement of such is sought.

8.4 Notices. All notices, demands and requests given or required to be given by any party to this Agreement are to be in writing and will be sent by U.S. registered or certified mail, return receipt requested, or by hand delivery, to the addresses set forth below:

If to Borrower: 217 Daly Avenue
Modesto, CA 95354
Attn: James Robert Blink
Email: bob@lyftedfarms.com

with a copy to : Zachary Drivon, Esq.
3439 Brookside Road, Suite 104
Stockton, CA 95210

If to any Guarantor
Party: 217 Daly Avenue
Modesto, CA 95354
Attn: James R. Blink
Email: bob@lyftedfarms.com

with a copy to : Zachary Drivon, Esq.
3439 Brookside Road, Suite 104
Stockton, CA 95210

If to Lender: Pelorus Fund REIT, LLC
124 Tustin Avenue, Suite 200
Newport Beach, CA 92663
Attn: Lee Scholtz
Email: lee@pelorusequitygroup.com

with a copy to: K&L Gates LLP
599 Lexington Avenue
New York, NY 10022
Attn: Alan Schacter, Esq.
Email: alan.schacter@klgates.com

If to the Designee: c/o Pelorus Fund REIT, LLC
124 Tustin Avenue, Suite 200
Newport Beach, CA 92663
Attn: Lee Scholtz
Email: lee@pelorusequitygroup.com

with a copy to: K&L Gates LLP
599 Lexington Avenue
New York, NY 10022
Attn: Alan Schacter, Esq.
Email: alan.schacter@klgates.com

Notices, demands and requests given in the aforesaid manner will be deemed given for all purposes hereunder at the time deposited in any postal receptacle regularly maintained by the United States Postal Service if mailed as aforesaid, or on the date of delivery to the address specified herein, if otherwise delivered. Any address for notice may be changed by any party by ten (10) days' written notice to the other parties.

8.5 Captions. All section titles or captions contained in this Agreement, in any exhibit annexed hereto, or in any schedule referred to herein are for convenience only, shall not be deemed a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.

8.6 Exhibits and Schedules. All exhibits referred to herein are hereby incorporated and made a part of this Agreement as if set forth in full herein.

8.7 Submission of Agreement. The submission of this Agreement to the Borrower or any Guarantor Party or to their respective agents or attorneys, for review or execution, is not intended and shall not be deemed to be a commitment by the Lender to the terms and provisions hereof, and this Agreement shall not be binding upon the Borrower, Lender, or any Guarantor Party until fully executed by all parties.

8.8 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE CONVEYANCE DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE

COURTS OF THE STATE OF CALIFORNIA IN EACH CASE LOCATED IN THE CITY AND COUNTY OF LOS ANGELES, AND EACH PARTY TO THIS AGREEMENT IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES TO THIS AGREEMENT IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE CONVEYANCE DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE CONVEYANCE DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY TO THIS AGREEMENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY TO THIS AGREEMENT WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.8(c).

8.9 Waiver; Modification. NO PROVISION OF THIS AGREEMENT MAY BE WAIVED, CHANGED OR MODIFIED, OR THE DISCHARGE THEREOF ACKNOWLEDGED, ORALLY, BUT ONLY BY AN AGREEMENT IN WRITING SIGNED BY THE PARTY AGAINST WHOM THE ENFORCEMENT OF ANY WAIVER, CHANGE, MODIFICATION OR DISCHARGE IS SOUGHT. NO DELAY ON THE PART OF THE LENDER IN EXERCISING ANY RIGHT, POWER OR PRIVILEGE HEREUNDER, SHALL OPERATE AS A WAIVER THEREOF, NOR SHALL ANY WAIVER OF ANY RIGHT, POWER OR PRIVILEGE HEREUNDER OPERATE AS A WAIVER OF ANY OTHER RIGHT, POWER OR PRIVILEGE HEREUNDER, NOR SHALL ANY SINGLE OR PARTIAL EXERCISE OF ANY RIGHT, POWER OR PRIVILEGE HEREUNDER PRECLUDE ANY OTHER OR FURTHER EXERCISE THEREOF, OR THE EXERCISE OF ANY OTHER RIGHT, POWER OR PRIVILEGE HEREUNDER. ALL RIGHTS AND REMEDIES HEREIN PROVIDED ARE CUMULATIVE AND ARE NOT EXCLUSIVE OF ANY RIGHTS OR REMEDIES THAT

THE PARTIES TO THIS AGREEMENT MAY OTHERWISE HAVE AT LAW OR IN EQUITY.

8.10 Final Agreement. THIS AGREEMENT AND THE DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE ENTIRE EXPRESSION OF THE PARTIES TO THIS AGREEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF ON THE DATE THIS AGREEMENT IS EXECUTED. NEITHER THIS AGREEMENT NOR THE DOCUMENTS EXECUTED IN CONNECTION HEREWITH MAY BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. TO THE EXTENT THAT THERE IS ANY INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT SHALL GOVERN.

8.11 No Mortgagee in Possession. Nothing herein contained shall be construed as constituting the Lender a “mortgagee in possession.” In the exercise of the rights granted to Lender or Designee hereunder, no liability shall be asserted or enforced against the Lender or the Designee, all such liability being expressly waived by the Borrower and the Guarantor Parties.

8.12 Preservation of Collateral. The Borrower and the Guarantor Parties each acknowledges that any and all funds advanced by the Lender to the Borrower or expended in completion, preservation or maintenance Obligations secured by the Loan Documents.

8.13 Further Actions. The Borrower and the Guarantor Parties hereby agrees that in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the Borrower or any Guarantor Party, the Borrower and the Guarantor Parties each agrees to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all further acts, deeds, and assurances as the Lender may reasonably require to (i) evidence and vest in the Designee the ownership of, and title to, all the Loan Collateral and (ii) consummate the transactions contemplated hereunder.

8.14 Time of Essence. The parties to this Agreement have agreed specifically with regard to the times for performance set forth in this Agreement. Further, the parties to this Agreement acknowledge that the agreements with regard to the times for performance are material to this Agreement. Therefore, the parties agree and acknowledge that time is of the essence to this Agreement.

8.15 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

8.16 Appointment of Receiver. Borrower and Guarantor Parties each hereby acknowledges and agrees that in the event of any beach of this Agreement by the Borrower or any Guarantor Party, Lender is entitled to appointment of a receiver, without bond, to take possession of and to manage all or any portion of the Loan Collateral or any other assets subject

to the security interests of the Lender and Lender is entitled to obtain such appointment without notice to, or demand of Borrower or any Guarantor Party on an ex parte basis and without posting any bond before any court of competent jurisdiction, and without regard to the adequacy of the Loan Collateral or any other assets subject to the security interest of the Lender as security for the Obligations.

8.17 Power of Attorney. The Borrower and each Guarantor Party hereby irrevocably makes, constitutes, and appoints the Lender (and any of Lender's agents, employees, or representatives) as Borrower's and such Guarantor Party's true and lawful attorney, with power to sign the name of such Borrower and Guarantor Party, as applicable, and take such actions as the Lender determines are required by the Borrower or such Guarantor Party under the terms of this Agreement to the extent the Borrower or the Guarantor Party have failed to promptly take such actions in breach of this Agreement after written notice from the Lender to the Borrower and the Guarantor Parties. The appointment of the Lender as the Borrower's and each Guarantor Party's attorney hereunder, and each and every one of its rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully and finally repaid to the Lender.


8.18 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. An electronic facsimile (including .pdf of an executed counterpart of this Agreement) shall constitute an original for all purposes. The electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties to this Agreement agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither Borrower, any Guarantor Party nor Lender shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message, and "electronically signed document" means a document transmitted via e-mail containing an electronic signature.

[Remainder of Page Intentionally Blank; Signatures on Following Page]

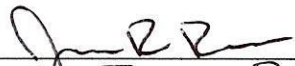
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first above written.

BORROWER:

DALVI, LLC,
a California limited liability company

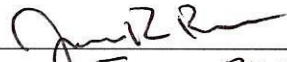
By: 
Name: James Blink
Title: CEO

LYFTED FARMS, INC.,
a California corporation

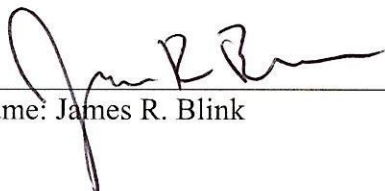
By: 
Name: James Blink
Title: CEO

GUARANTOR:

TRANSCANNA HOLDINGS INC.,
a corporation incorporated under the British
Columbia Business Corporations Act

By: 
Name: James Blink
Title: CEO

LIMITED GUARANTOR:


Name: James R. Blink

LENDER:

PELORUS FUND REIT, LLC,
a Delaware limited liability company

By: 
Name: Dan Leimel
Title: Managing Member

Exhibit "A"

Form of Deed

[see attached]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
K&L Gates LLP
1 Park Plaza Twelfth Floor
Irvine, California 92614
Attention: William B. Tate II, Esq.

Space above this Line For Recorder's Use Only

DEED IN LIEU OF FORECLOSURE

THE UNDERSIGNED GRANTOR DECLARES:

1. The Grantee named herein is/was the foreclosing Beneficiary
2. The amount of the unpaid debt together with cost is \$ _____
3. The amount paid by the Grantee is \$ _____
4. Document Transfer Tax is \$ 0.00

THIS IS A CONVEYANCE OF PROPERTY IN LIEU OF FORECLOSURE THE VALUE OF WHICH IS LESS THAN THE UNPAID DEBT INCLUSIVE OF INTEREST AND COSTS (REVENUE AND TAX CODE SECTION 11926).

Signature of Declarant

Firm Name: _____

Unincorporated Area, County of Stanislaus

APN(S): _____

THIS DEED IN LIEU OF FORECLOSURE (this "Deed"), made to be effective as of [_____] , 2023, is from DALVI, LLC, a California limited liability company ("Grantor"), whose business address is 217 Daly Ave, Modesto, California, to [_____] , a Delaware limited liability company ("Grantee"), whose business address is [124 Tustin Avenue, Suite 200, Newport Beach, CA 92663].

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns forever, all of the real property together with all improvements, if any, in the County of Stanislaus Unincorporated, State of California described on Exhibit A attached hereto, including all of Grantor's interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, if any, together with all and singular the hereditaments and appurtenance thereunto

belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or in equity, of, in, and to the above-bargained premises with the hereditaments and appurtenances (collectively, the "Property").

Notwithstanding anything to the contrary contained herein, all of the liens and security interests (hereinafter collectively called the "Liens") created by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated July 29, 2022 (the "Deed of Trust"), by Grantor, in favor of Stewart Title and Guaranty Company, a Texas corporation (the "Trustee"), for the benefit of Pelorus Fund REIT, LLC, a Delaware limited liability company ("Lender") recorded under Document Number DOC-2022-0053176, Stanislaus County Recorder's Office, California, on August 2, 2022, are NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, those Liens to remain valid, continuous and in full force and effect unless and until released by written instrument (the "Release") executed by Lender or its successors or assigns, and recorded in the real property records of Stanislaus Unincorporated County, California records, which Release may be made as, if and when Lender or its successors or assigns shall determine in the exercise of its sole discretion.

Neither Grantor nor Grantee intend that there shall be, and there shall not in any event be, a merger of any of the Liens with the title or other interest of Grantee by virtue of this conveyance, and the parties expressly provide that each such interest in the Liens, on one hand, and title, on the other, be and remain at all times, SEPARATE AND DISTINCT.

THIS DEED IS AN ABSOLUTE CONVEYANCE, TO GRANTEE OF THE TITLE TO THE PROPERTY AND IS NOT INTENDED TO SERVE OR OPERATE AS A MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, OR SECURITY INTEREST OF ANY KIND. A PORTION OF THE CONSIDERATION FOR THIS DEED IS THE AGREEMENT BY GRANTEE, AS THE HOLDER OF THE DEED OF TRUST, TO FORBEAR FROM PURSUING ITS REMEDIES AGAINST GRANTOR FOR PAYMENT OF INDEBTEDNESS SECURED BY THE DEED OF TRUST BUT THIS DEED IS NOT GIVEN IN SATISFACTION OF THE DEED OF TRUST. GRANTOR DECLARES THAT THIS CONVEYANCE IS FREELY AND FAIRLY MADE. THIS STATEMENT IS MADE FOR THE PROTECTION AND BENEFIT OF THE GRANTEE, THE GRANTEE'S SUCCESSORS AND ASSIGNS, AND ALL OTHER PARTIES HEREAFTER DEALING WITH OR WHO MAY ACQUIRE AN INTEREST IN THE PROPERTY, AND FOR THE BENEFIT OF ALL TITLE INSURANCE COMPANIES THAT INSURE TITLE TO THE PROPERTY.

For purposes of priority as between (i) intervening or inferior liens, security interests, claims or encumbrances on or against the Property, or any part thereof and (ii) the Liens, any and all rights of Lender or Trustee to exercise its remedies of foreclosure of any of the Liens or any other remedies are expressly preserved hereby and for purposes of limitations and other applicable time bar defenses, the same are expressly extended as evidenced by this instrument; and

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances unto Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee, its successors

and assigns against all and every person or persons claiming the whole or any part thereof by, through, or under Grantor, EXCEPT FOR AND SUBJECT TO those matters set forth in **Exhibit B** attached hereto.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the _____ day of _____, 2023.

DALVI, LLC

By: _____

Print Name: _____

Print Title: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____, 2023 before me, _____ (name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies),

and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A TO DEED IN LIEU OF FORECLOSURE

Legal Description

The land referred to herein is situated in the State of California, County of Stanislaus Unincorporated and described as follows:

Parcel No. 1:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, more particularly described as follows:

Commencing at the quarter corner common to Sections 27 and 34, above Township and Range, thence South 0° 14' East along the quarter Section line of 153.00 feet; thence South 89° 50' East and parallel to the North line of Section 34, a distance of 850.00 feet; thence South 0° 14' East along the West line of an 80 foot road, known as Daly Avenue 1030 feet to the point of beginning of this description; thence continuing South 0° 14' East along the West line of Daly Avenue 105.00 feet; thence South 89° 46' West 270.00 feet; thence North 0° 14' West 105.00 feet; thence North 89° 46' East 270.00 feet to the point of beginning.

Parcel No. 2:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the quarter Section corner common to Sections 27 and 34, Township 3 South, Range 9 East; thence South 0° 14' East along the West line of the Northeast quarter of said Section 34, a distance of 153.00 feet; thence South 89° 50' East and parallel to the North line of said Section 34, a distance of 850.00 feet; thence South 0° 14' East along the Westerly line of an 80 foot road known as Daly Avenue, a distance of 1,135.0 feet to the point of beginning of this description, said point being the Southeast corner of the property conveyed to Eugene Boone, et al, by Deed dated June 8, 1955 and recorded June 14, 1955 in Volume 1297 of Official Records, at Page 480, as Instrument No. 17234; thence continuing South 0° 14' East along the West line of said Daly Avenue, 100 feet; thence South 89° 46' West a distance of 270.0 feet; thence North 0° 14' West a distance of 100.0 feet to the Southwest corner of said Boone property, thence North 89° 46' East along the South line of said Boone property, 270.00 feet to the point of beginning.

Parcel No. 3:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the quarter Section corner common to Sections 27 and 34, Township 3 South, Range 9 East; thence South, Range 9 East; thence South 0° 14' East along the West line of the Northeast quarter of said Section 34, a distance of 153.0 feet; thence South 89° 50' East and parallel to the North line of said Section 34, a distance of 850.00 feet; thence South 0° 14' East along the Westerly line of an 80 foot road; known as Daly Avenue, a distance of 1235.14 feet to the Southeast corner of the property conveyed to Eugene Boone, et al, by Deed dated June 20, 1958 and recorded July 3, 1958 in Vol. 1491 of Official Records, at Page 44, as Instrument No.

16281 and the true point of beginning of this description, thence South 89° 46' West along the South line of said Boone property, 270 feet to the Southwest corner thereof, thence South 0° 14' East 132.48 feet; thence North 89° 46' East 270.00 feet to the Westerly line of said Daly Avenue; thence North 0° 14' West along the Westerly line of said Daly Avenue 132.48 feet to the point of beginning.

Parcel No. 4:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Commencing for reference at the North quarter of said Section 34 and proceeding thence South 0° 14' 00" East along the North South quarter line through said Section, a distance of 153.00 feet to a point on the South right-of-way line of a 60.00 foot wide road known as Lapham Drive; thence leaving said quarter Section line and proceeding South 89° 50' 00" East along last said right-of-way line, a distance of 850.00 feet; thence leaving last said right-of-way line and proceeding South 0° 14' 00" East a distance of 574.86 feet to the true point at beginning; thence continuing South 89° 46' 00" West a distance of 301.00 feet; thence South 0° 14' 00" East, a distance of 434.64 feet; thence South 3° 57' 00" West, a distance of 50.00 feet; thence South 11° 22' 00" West, a distance of 50.00 feet; thence South 25° 3' 00" West, a distance of 50.00 feet; thence South 37° 8' 00" West, a distance of 50 feet; thence South 49° 52' 00" West, a distance of 50.00 feet; thence South 63° 39' 00" West, a distance of 50.00 feet; thence South 76° 18' 00" West, a distance of 50.00 feet; thence West, a distance of 37.54 feet; thence South 0° 14' 00" East, a distance of 76.82 feet; thence South 55° 53' 00" East, a distance of 321.97 feet; thence North 0° 14' 00" West, a distance of 488.48 feet; thence North 89° 46' 00" East, a distance of 270 feet; thence North 00° 14' 00" West, a distance of 455.14 feet to the true point of beginning.

EXHIBIT B TO DEED IN LIEU OF FORECLOSURE
PERMITTED EXCEPTIONS

BLANKET CONVEYANCE, BILL OF SALE, AND ASSIGNMENT OF ASSETS

WHEREAS, by this instrument, each of DALVI, LLC, a California limited liability company (“Dalvi”), LYFTED FARMS, INC., a California corporation (“Lyfted Farms”), and TRANSCANNA HOLDINGS INC., a corporation incorporated under the British Columbia Corporations Act (“Transcanna” and together with Dalvi and Lyfted Farms, collectively “Assignor”), desire to assign and convey to [_____], a Delaware limited liability company (“Assignee”), all of the rights, title and interests of Assignor in and to certain personal property, fixtures, and other assets;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has GRANTED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED AND DELIVERED and by these presents does GRANT, SELL, ASSIGN, TRANSFER, CONVEY AND DELIVER unto Assignee, “AS IS, WHERE IS, AND WITH ALL FAULTS,” subject only to the limitations and exclusions of liability as set forth below, all of Assignor’s rights, title and interests in and to all of such Assignor’s owned personal property wherever located (but expressly excluding (i) any equity interests owned by Transcanna in any of its subsidiaries, (ii) any real property, and (iii) any lease, contract or other agreement not listed on Exhibit C), including, without limitation, but subject to the above exclusion, the following (collectively, the “Personal Property”):

(i) all of Assignor’s rights, title and interests in and to all accounts receivable, all books, records, correspondence, files and electronic media, and all information stored therein, all chattel paper, all furniture, all equipment, all fixtures, all machinery, all appliances, all materials, all building supplies, all inventory, all investment property (but expressly excluding (i) any equity interests issued by, Dalvi or Lyfted Farms and owned by Transcanna and (ii) any real property), any negotiable instruments, any letter of credit rights, all commercial tort claims, all cash and cash equivalents, including, without limitation, all accessories, additions, substitutions and replacements thereof;

(ii) all of Assignor’s rights, title and interests in and to any instruments, plans, drawings, specifications, surveys, engineering reports, architectural renderings, floor plans, and other technical information, permits, entitlements, licenses (including, without limitation, any building permits or operating licenses), authorizations, approvals, applications, trade names, telephone exchanges, marks, and other identifying material, and similar instruments and documents or other items necessary or useful in connection with the ownership, use and development with respect to the real property located in Stanislaus County, in the State of California, commonly known as 217 Daly Ave, Modesto, CA, more particularly described on Exhibit A attached hereto and incorporated herein (the “Real Property”) and those certain licenses and permits described on Exhibit B attached hereto, and all rights, powers, privileges, claims, remedies and causes of action of every kind which Assignor now has or may in the future have with respect to or by reason of its interest in the foregoing;

(iii) all of Assignor’s rights, title and interests in and to any lease, contract or other agreement listed on Exhibit C attached hereto (“Assigned Contracts”);

(iv) all of Assignor's rights, title, and interest in and to all warranties, guaranties, indemnities and claims relating to any portion of the Real Property or the Personal Property;

(v) all of Assignor's rights, title and interests in and to policies of insurance owned by the Assignor pertaining to the Real Property, the Personal Property, or any part thereof, and all proceeds of any policies of insurance, certificates of insurance, contracts, agreements or rights of indemnification, guaranty or surety, and awards, loss payments, proceeds, and premium refunds that may be payable with respect to such policies, certificates, contracts, agreements or rights;

(vi) all of Assignor's rights, title and interests in and to documents or instruments with respect to any declaration of covenants, plats, PUDs, preliminary development plans, drainage studies, traffic studies, master planning documents, environmental studies, appraisals, maps, renderings, marketing studies, brochures, materials;

(vii) all of Assignor's rights, title and interests in and to deposits (security deposits, utility deposits, or otherwise), rents and other income of any nature whatsoever derived from or relating to the Real Property or Personal Property and held by or for the benefit of any Assignor, and all unpaid balances or amounts owing with respect to all invoices, obligations, costs, bills, claims, and other expenses incurred or to be incurred in connection with the acquisition, ownership, construction, leasing, maintenance, management and operation of the Real Property from the date of Dalvi's acquisition of the Real Property to the date of this Agreement, and any claim or potential claim of any Assignor against any party relating thereto;

(viii) all of Assignor's rights, title and interests in and to all earnest money deposits and escrow deposits of any nature whatsoever hold backs and/or other sums held by or for the benefit of the Borrower with respect to the Real Property and any refunds rebates or and deposits due from any utility company or governmental agency; and

(ix) all of Assignor's rights, title and interests in and to any and all other properties, assets, business, and goodwill of every kind, character or description owned by Assignor and used in connection with the Real Property and/or the Personal property, but excluding any lease, agreement or other contract, unless such lease, agreement or contract is expressly set forth on Exhibit C hereto;

(x) all of Assignor's rights, title and interests in and to any replacements and substitution for, modifications of, and supplements, accessions addenda and additions to, all of the Personal Property described herein; and

(xi) all of Assignor's rights, title and interests in and to any and all proceeds (including noncash proceeds) of any of the foregoing.

Notwithstanding anything to the contrary contained herein, Assignee, under this instrument or otherwise, does not assume or agree to discharge or assume any liabilities, contracts, or agreements pertaining to the Personal Property or arising out of the operation of the Real Property and the Personal Property, that accrued prior to the date hereof and Assignee shall not take by assignment or assume any lease, agreement or other contract, unless such lease, agreement or contract is expressly set forth on Exhibit C hereto.

To the extent that any of the foregoing are not assignable by Assignor to Assignee, Assignor hereby irrevocably makes, constitutes, and appoints Assignee (and its agents, employees, or representatives) as Assignor's true and lawful attorney, with power to sign the name of Assignor and endorse Assignor's name on any document necessary in order to exercise rights thereunder, including without limitation, on behalf of and for the benefit of Assignee (i) to demand and receive from time to time any and all property and assets, tangible or intangible, hereby sold, assigned and conveyed, or intended to be sold, assigned and conveyed, and to give receipts and releases for and in respect of the same or any part thereof, (ii) to collect for the account of Assignee, its successors and assigns, all receivables of any character and all other items sold and transferred hereby or intended to be sold and transferred to Assignee and to endorse with the name of Assignor any checks or draft received on account of any such receivables or other items, (iii) from time to time to institute and prosecute in the name of Assignor or otherwise, any and all proceedings at law, in equity, or otherwise, that Assignee may deem proper in order to collect, assert or enforce any claim, right, or title of any kind, in and to the property, assets, rights and privileges hereby assigned and conveyed, or intended to be assigned and conveyed, and to defend and compromise any and all actions, suits or proceedings in respect of any of the said property, assets, rights and privileges, and (iv) generally to do any and all such acts and things in connection therewith as Assignee shall deem advisable, and such appointment of Assignee as Assignor's attorney hereunder, and each and every one of its rights and powers, being coupled with an interest, is irrevocable. Assignee, its successors and assigns, shall be entitled to retain for itself or its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereof. Assignor will promptly transfer and deliver to Assignee, from time to time, any cash, checks, drafts or other property Assignor may receive in respect of any claims, contracts, licenses, lease commitments, sale orders, purchase orders, receivables of any character or of any other items, including any amounts paid as interest in respect thereof, transferred or to be transferred to Assignee as provided herein.

TO HAVE AND TO HOLD the Personal Property unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, title to the Personal Property unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by through or under Assignor, but not otherwise.

Notwithstanding anything to the contrary contained herein, all of the liens and security interests (hereinafter collectively called the "Liens") created by (i) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated July 29, 2022, by Dalvi, in favor of Stewart Title and Guaranty Company, a Texas corporation, for the benefit of Pelorus Fund REIT, LLC, a Delaware limited liability company ("Lender"), recorded in the Stanislaus County Recorder's Office, California, on August 2, 2022 (ii) that certain Security Agreement, dated as of July 29, 2022, by each Assignor in favor of Lender, (iii) that certain Assignment of Construction Documents, dated as of July 29, 2022, by and among each Assignor and Lender, and (iv) that certain Collateral Assignment of Contracts, dated as of July 29, 2022, by each Assignor in favor of Lender, in each case are NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, those Liens to remain valid, continuous and in full force and effect unless and until released by written instrument (the "Release") executed by Lender or its

successors or assigns, which Release may be made as, if and when Lender or its successors or assigns shall determine in the exercise of its sole discretion;

Neither Assignor nor Assignee intend that there shall be, and there shall not in any event be, a merger of any of the Liens with the title or other interest of Assignee by virtue of this conveyance, and the parties expressly provide that each such interest in the Liens, on one hand, and title, on the other, be and remain at all times, SEPARATE AND DISTINCT;

For purposes of priority as between (i) intervening or inferior liens, security interests, claims or encumbrances on or against the Property, or any part thereof and (ii) the Liens, any and all rights of Lender to exercise its remedies of foreclosure of any of the Liens or any other remedies are expressly preserved hereby and for purposes of limitations and other applicable time bar defenses, the same are expressly extended as evidenced by this instrument; and

The priority of the Liens is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Liens to any other liens, security interests, or encumbrances whatsoever.

All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, devisees, legal and/or personal representatives, successors and assigns.

Executed _____, 2023.

ASSIGNOR:

DALVI, LLC

Print Name: _____

Print Title: _____

ASSIGNOR:

LYFTED FARMS, INC.

Print Name: _____

Print Title: _____

ASSIGNOR:

TRANSCANNA HOLDINGS INC.

Print Name: _____

Print Title: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____ (name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

**EXHIBIT A TO BLANKET CONVEYANCE,
BILL OF SALE, AND ASSIGNMENT OF ASSETS**

Legal Description

The land referred to herein is situated in the State of California, County of Stanislaus Unincorporated and described as follows:

Parcel No. 1:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, more particularly described as follows:

Commencing at the quarter corner common to Sections 27 and 34, above Township and Range, thence South 0° 14' East along the quarter Section line of 153.00 feet; thence South 89° 50' East and parallel to the North line of Section 34, a distance of 850.00 feet; thence South 0° 14' East along the West line of an 80 foot road, known as Daly Avenue 1030 feet to the point of beginning of this description; thence continuing South 0° 14' East along the West line of Daly Avenue 105.00 feet; thence South 89° 46' West 270.00 feet; thence North 0° 14' West 105.00 feet; thence North 89° 46' East 270.00 feet to the point of beginning.

Parcel No. 2:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the quarter Section corner common to Sections 27 and 34, Township 3 South, Range 9 East; thence South 0° 14' East along the West line of the Northeast quarter of said Section 34, a distance of 153.00 feet; thence South 89° 50' East and parallel to the North line of said Section 34, a distance of 850.00 feet; thence South 0° 14' East along the Westerly line of an 80 foot road known as Daly Avenue, a distance of 1,135.0 feet to the point of beginning of this description, said point being the Southeast corner of the property conveyed to Eugene Boone, et al, by Deed dated June 8, 1955 and recorded June 14, 1955 in Volume 1297 of Official Records, at Page 480, as Instrument No. 17234; thence continuing South 0° 14' East along the West line of said Daly Avenue, 100 feet; thence South 89° 46' West a distance of 270.0 feet; thence North 0° 14' West a distance of 100.0 feet to the Southwest corner of said Boone property, thence North 89° 46' East along the South line of said Boone property, 270.00 feet to the point of beginning.

Parcel No. 3:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the quarter Section corner common to Sections 27 and 34, Township 3 South, Range 9 East; thence South, Range 9 East; thence South 0° 14' East along the West line of the Northeast quarter of said Section 34, a distance of 153.0 feet; thence South 89° 50' East and parallel to the North line of said Section 34, a distance of 850.00 feet; thence South 0° 14' East

along the Westerly line of an 80 foot road; known as Daly Avenue, a distance of 1235.14 feet to the Southeast corner of the property conveyed to Eugene Boone, et al, by Deed dated June 20, 1958 and recorded July 3, 1958 in Vol. 1491 of Official Records, at Page 44, as Instrument No. 16281 and the true point of beginning of this description, thence South 89° 46' West along the South line of said Boone property, 270 feet to the Southwest corner thereof, thence South 0° 14' East 132.48 feet; thence North 89° 46' East 270.00 feet to the Westerly line of said Daly Avenue; thence North 0° 14' West along the Westerly line of said Daly Avenue 132.48 feet to the point of beginning.

Parcel No. 4:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Commencing for reference at the North quarter of said Section 34 and proceeding thence South 0° 14' 00" East along the North South quarter line through said Section, a distance of 153.00 feet to a point on the South right-of-way line of a 60.00 foot wide road known as Lapham Drive; thence leaving said quarter Section line and proceeding South 89° 50' 00" East along last said right-of-way line, a distance of 850.00 feet; thence leaving last said right-of-way line and proceeding South 0° 14' 00" East a distance of 574.86 feet to the true point at beginning; thence continuing South 89° 46' 00" West a distance of 301.00 feet; thence South 0° 14' 00" East, a distance of 434.64 feet; thence South 3° 57' 00" West, a distance of 50.00 feet; thence South 11° 22' 00" West, a distance of 50.00 feet; thence South 25° 3' 00" West, a distance of 50.00 feet; thence South 37° 8' 00" West, a distance of 50 feet; thence South 49° 52' 00" West, a distance of 50.00 feet; thence South 63° 39' 00" West, a distance of 50.00 feet; thence South 76° 18' 00" West, a distance of 50.00 feet; thence West, a distance of 37.54 feet; thence South 0° 14' 00" East, a distance of 76.82 feet; thence South 55° 53' 00" East, a distance of 321.97 feet; thence North 0° 14' 00" West, a distance of 488.48 feet; thence North 89° 46' 00" East, a distance of 270 feet; thence North 00° 14' 00" West, a distance of 455.14 feet to the true point of beginning.

**EXHIBIT B TO BLANKET CONVEYANCE,
BILL OF SALE, AND ASSIGNMENT OF ASSETS**

LICENSES AND PERMITS

217 Daly ave.

- C11-0001234LIC Distribution
- CCL20-0002139-LIC Indoor Cultivation
- Stanislaus County Development Agreement
- Stanislaus County Use Permit No. PLN2019-0086

5271 Jerusalem ct. Suites 3,4,5,6,7

- C1118-0000289-LIC Indoor Cultivation
- Stanislaus County Development Agreement
- Stanislaus County Use Permit No. PLN2019-0094

5266 Jerusalem ct. Suite 5

- CCL180000624-LIC Distribution
- Stanislaus County Development Agreement
- Stanislaus County Use Permit No. PLN2019-0095

5266 Jerusalem ct. Suite 4 & 6

- CCL18-0000294-LIC Nursery
- Stanislaus County Development Agreement
- Stanislaus County Use Permit No. PLN2019-0095

**EXHIBIT C TO BLANKET CONVEYANCE,
BILL OF SALE, AND ASSIGNMENT OF ASSETS**

ASSIGNED CONTRACTS

Exhibit "C"

Form of Vendor's Affidavit

[see attached]

VENDOR’S AFFIDAVIT

STATE OF _____ §
 §
COUNTY OF _____ §

The undersigned, _____ (“Affiant”) the _____ of _____, a _____ (hereinafter referred to as “Vendor”), states that Vendor is this day conveying to _____, a _____ (hereinafter referred to as “Transferee”), by Special Warranty Deed, that certain real property situated in Stanislaus Unincorporated County, California, more particularly described on **Exhibit A** attached hereto and incorporated herein (the “Real Estate”).

In connection with the conveyance of the Real Estate, Transferee has obtained a Commitment for Title Insurance for the Real Estate, originally dated _____, 2023, issued by _____ Title Insurance Company (the “Title Company”) as File No. _____ (the “Commitment”).

To the knowledge of Affiant, Vendor has not executed, or permitted anyone on Vendor’s behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto that is now outstanding or enforceable against the Real Estate, except as set forth in the Commitment. To the knowledge of Affiant, Vendor has made no contract to sell or convey all or any part of the Real Estate to any person other than Transferee, and to the knowledge of Affiant, Vendor has not given to any person an option to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. To the knowledge of Affiant, there are no unpaid claims against Vendor for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed, except as otherwise disclosed in that certain Transfer Agreement, of even date herewith.

To the knowledge of Affiant, there is no judgment of any court of the State of California or of any court of the United States against Vendor that is or may become a lien on the Real Estate. To the knowledge of Affiant, no petition for bankruptcy has been filed by or against Vendor within the last six (6) months, nor is any petition now pending with respect to Vendor for bankruptcy or insolvency. To the knowledge of Affiant, Vendor is neither principal nor surety on any bond payable to the State of California.

The Real Estate is now in possession of Vendor and to the knowledge of Affiant, no other person claiming by, through or under Vendor has a right to possession or claims possession of all or any part of the Real Estate. Vendor shall deliver possession of the Real Estate to Transferee on the date of closing, free and clear of any right or claim of any person claiming by, through or under Vendor to the possession of the Real Estate, except as set forth herein.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Transferee to accept Vendor’s conveyance of the Real Estate; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes Transferee and the Title Company, but no other persons, to rely on such representations.

[SIGNATURE PAGE FOLLOWS.]

Dated this ____ day of _____, 2023.

Print Name: _____

Print Title: _____

STATE OF _____

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by
_____, the _____ of
_____, a _____.

Notary Public in and for the State of _____

Printed Name

My Commission Expires: _____

EXHIBIT A TO VENDOR'S AFFIDAVIT

Legal Description

The land referred to herein is situated in the State of California, County of Stanislaus Unincorporated and described as follows:

Parcel No. 1:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, more particularly described as follows:

Commencing at the quarter corner common to Sections 27 and 34, above Township and Range, thence South 0° 14' East along the quarter Section line of 153.00 feet; thence South 89° 50' East and parallel to the North line of Section 34, a distance of 850.00 feet; thence South 0° 14' East along the West line of an 80 foot road, known as Daly Avenue 1030 feet to the point of beginning of this description; thence continuing South 0° 14' East along the West line of Daly Avenue 105.00 feet; thence South 89° 46' West 270.00 feet; thence North 0° 14' West 105.00 feet; thence North 89° 46' East 270.00 feet to the point of beginning.

Parcel No. 2:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the quarter Section corner common to Sections 27 and 34, Township 3 South, Range 9 East; thence South 0° 14' East along the West line of the Northeast quarter of said Section 34, a distance of 153.00 feet; thence South 89° 50' East and parallel to the North line of said Section 34, a distance of 850.00 feet; thence South 0° 14' East along the Westerly line of an 80 foot road known as Daly Avenue, a distance of 1,135.0 feet to the point of beginning of this description, said point being the Southeast corner of the property conveyed to Eugene Boone, et al, by Deed dated June 8, 1955 and recorded June 14, 1955 in Volume 1297 of Official Records, at Page 480, as Instrument No. 17234; thence continuing South 0° 14' East along the West line of said Daly Avenue, 100 feet; thence South 89° 46' West a distance of 270.0 feet; thence North 0° 14' West a distance of 100.0 feet to the Southwest corner of said Boone property, thence North 89° 46' East along the South line of said Boone property, 270.00 feet to the point of beginning.

Parcel No. 3:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the quarter Section corner common to Sections 27 and 34, Township 3 South, Range 9 East; thence South, Range 9 East; thence South 0° 14' East along the West line of the Northeast quarter of said Section 34, a distance of 153.0 feet; thence South 89° 50' East and parallel to the North line of said Section 34, a distance of 850.00 feet; thence South 0° 14' East along the Westerly line of an 80 foot road; known as Daly Avenue, a distance of 1235.14 feet to the Southeast corner of the property conveyed to Eugene Boone, et al, by Deed dated June 20,

1958 and recorded July 3, 1958 in Vol. 1491 of Official Records, at Page 44, as Instrument No. 16281 and the true point of beginning of this description, thence South 89° 46' West along the South line of said Boone property, 270 feet to the Southwest corner thereof, thence South 0° 14' East 132.48 feet; thence North 89° 46' East 270.00 feet to the Westerly line of said Daly Avenue; thence North 0° 14' West along the Westerly line of said Daly Avenue 132.48 feet to the point of beginning.

Parcel No. 4:

All that portion of the Northeast quarter of Section 34, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Commencing for reference at the North quarter of said Section 34 and proceeding thence South 0° 14' 00" East along the North South quarter line through said Section, a distance of 153.00 feet to a point on the South right-of-way line of a 60.00 foot wide road known as Lapham Drive; thence leaving said quarter Section line and proceeding South 89° 50' 00" East along last said right-of-way line, a distance of 850.00 feet; thence leaving last said right-of-way line and proceeding South 0° 14' 00" East a distance of 574.86 feet to the true point at beginning; thence continuing South 89° 46' 00" West a distance of 301.00 feet; thence South 0° 14' 00" East, a distance of 434.64 feet; thence South 3° 57' 00" West, a distance of 50.00 feet; thence South 11° 22' 00" West, a distance of 50.00 feet; thence South 25° 3' 00" West, a distance of 50.00 feet; thence South 37° 8' 00" West, a distance of 50 feet; thence South 49° 52' 00" West, a distance of 50.00 feet; thence South 63° 39' 00" West, a distance of 50.00 feet; thence South 76° 18' 00" West, a distance of 50.00 feet; thence West, a distance of 37.54 feet; thence South 0° 14' 00" East, a distance of 76.82 feet; thence South 55° 53' 00" East, a distance of 321.97 feet; thence North 0° 14' 00" West, a distance of 488.48 feet; thence North 89° 46' 00" East, a distance of 270 feet; thence North 00° 14' 00" West, a distance of 455.14 feet to the true point of beginning.

Exhibit “D”

Form of Certification of Non-Foreign Status

[see attached]

CERTIFICATION OF NON-FOREIGN STATUS
(Corporate or Partnership Transferor)

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by DALVI, LLC, a California limited liability company (“Propco”), whose sole member is TRANSCANNA HOLDINGS INC., a corporation incorporated under the British Columbia British Corporations Act, the undersigned hereby certifies:

1. Propco is not a foreign person, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Propco’s Tax Identification Number is _____;

3. Propco’s address is:

217 Daly Avenue
Modesto, CA 95354

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, we declare that we have examined this certification and to the best of our knowledge and belief, it is true, correct and complete, and we further declare that we have authority to sign this document on behalf of Propco.

DALVI, LLC

Print Name: _____

Print Title: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____ (name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Exhibit “E”

List of Contracts Affecting Loan Collateral

- 1) Construction Services Agreement, dated July 21, 2022, by and between Transcanna Holdings Inc. and Cold Storage Manufacturing, Inc.
- 2) Proposal [Agreement] from Irrigation Design and Construction, LLC executed by Lyfted Farms Inc. on September 28, 2022.

Exhibit “F”

List of Indebtedness¹

- 1) That certain Promissory Note with Borrower’s Confession of Judgment Without Action Upon Default, dated July 1, 2022, in the original principal amount of \$1,159,796, executed by Transcanna Holdings, Inc., as Borrower, and Cool Swang, LLC as Holder.
- 2) That certain Modification of Convertible Promissory Note and Conversion to Unsecured Promissory Note with Borrower’s Confession of Judgment Without Action Upon Default, dated July 25, 2022, in the original principal amount of \$1,000,000, executed by TransCanna Holdings, Inc., as Borrower, Lyfted Farms, Inc., as Borrower, and Wildhorse Properties, L.P., as Holder.
- 3) That certain Promissory Note, dated November 12, 2019, by and among Lyfted Farms, Inc. and the various holders party thereto in the original principal amount of \$2,250,000.
- 4) That certain Convertible Unsecured Debenture, dated September 14, 2022, by Transcanna Holdings Inc. in favor of HRRJ Rao Investments Ltd. in the original principal amount of C\$20,000.
- 5) That certain Convertible Unsecured Debenture, dated September 14, 2022, by Transcanna Holdings Inc. in favor of Kenneth W Pert, in the original principal amount of C\$45,000.
- 6) That certain Convertible Unsecured Debenture, dated September 14, 2022, by Transcanna Holdings Inc. in favor of Kenneth W Pert and/or Anne Pert JTWROS, in the original principal amount of C\$55,000.
- 7) That certain (i) Senior Unsecured Convertible Debenture dated on or about July 29, 2022, by and between Transcanna Holdings Inc. and Global Tech Opportunities 2, (ii) Issuance Agreement dated on or about July 29, 2022, by and between TransCanna Holdings Inc. and Global Tech Opportunities 2, (iii) Share Lending Agreement between Arni Johannson, Global Tech Opportunies 2 and acknowledged by Transcanna Holdings Inc., with an aggregate outstanding make-whole balance of approximately C\$948,000.
- 8) Unpaid amounts owed by Transcanna Holdings to Luminous Capital, Inc. in the amount of \$632,320 under that certain Engagement Letter, dated January 13, 2022, by and between Transcanna Holdings Inc. and Luminous Capital, Inc.
- 9) Unpaid California State Cannabis Excise and Cultivation Tax Penalties in the amount of \$343,056 for the tax period beginning December 2019 through June 2022.
- 10) Unpaid California Employment Tax in the of \$17,407.
- 11) Unpaid Canadian Taxes estimated to be in the amount of \$13,046.
- 12) IRS Payroll Tax Liabilities in the amount of \$1,036,333.

¹ Amounts listed are as of February 2, 2023. To be updated prior to Closing.

- 13) Unpaid Legal Fees owed to Osler, Hoskin & Harcourt LLP in the amount of C\$234,944.04
- 14) Unpaid Legal Fees owed to Maynard Cooper Gale of \$164,167.80
- 15) Premium Financing Agreement and Disclosure Statement, dated January 25, 2023, executed by Lyfted Farms Inc. in favor of ClassicPlan Premium Financing, Inc. in the original principal amount of \$142,047.
- 16) Owner Contributions liability of Lyfted Farms, Inc. to Travis Heilman in the amount of \$37,058.32.
- 17) Owner Contributions liability of Lyfted Farms Inc. to James Blink in the amount of \$94,130.21.
- 18) Other account payable indebtedness separately disclosed to Lender in writing.

Exhibit "G"

List of Locations of all Loan Collateral

- 1) 217 Daly Avenue, Modesto, California
- 2) 5271 Jerusalem Court Suites 3, 4, 5, 6, and 7, Modesto, California
- 3) 5266 Jerusalem Court Suites 3,4, 5 & 6, Modesto, California

Exhibit "H"

**List of Unpaid Mechanics or Materialmen
who may assert Liens Against the Loan Collateral**

1) Cold Storage Manufacturing, Inc. - \$205,068.90

2) R&S Erection Tri-County, Inc. - \$8,899.69

Exhibit “I”

Form of Borrower and Guarantor Parties Closing Date Release

[see attached]

**BORROWER AND GUARANTOR PARTIES
RELEASE OF CLAIMS AS OF THE CLOSING DATE**

Date: [_____]¹

DALVI, LLC, a California limited liability company (“Propco”), LYFTED FARMS, INC., a California corporation (“Opco”; Opco and Propco are referred to herein individually and collectively, as the context may require, as “Borrower”); TRANSCANNA HOLDINGS INC., a corporation incorporated under the British Columbia British Corporations Act (“Guarantor”), and JAMES R. BLINK solely in his individual capacity (“Limited Guarantor” and together with the Guarantor, the “Guarantor Parties”, and together with Borrower, the “Releasers”), for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, pursuant to that certain Deed in Lieu of Foreclosure Agreement dated as of February 13, 2023 (the “Agreement”) between Borrower, the Guarantor Parties, and PELORUS FUND REIT, LLC, a Delaware limited liability company (“Lender”) do for themselves and their respective officers, directors, partners, employees, agents, legal representatives, successors, and assigns (collectively, the “Borrower Group”) hereby acknowledges that as of the date hereof it has no defense, counterclaim, offset, cross-complaint, claim or demand of any kind or nature whatsoever that can be asserted to reduce or eliminate all or any part of its liability to repay the obligations or to seek affirmative relief or damages of any kind or nature from the Lender, the Designee (as defined in the Agreement), or their respective affiliates, participants, agents, attorneys, officers, directors, agents, employees, successors, assigns, and predecessors (collectively, the “Lender and Designee Group”), and each of the Borrower Group hereby voluntarily and knowingly releases and forever discharges the Lender and Designee Group, from all possible claims, demands, actions, causes of action, damages, costs, expenses, and liabilities whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent, or conditional, at law or in equity, originating in whole or in part on or before the Closing Date (as defined in the Agreement), in each case which the Borrower Group may now or hereafter have against the Lender and Designee Group, if any, and irrespective of whether any such claims arise out of contract, tort, violation of law or regulations, or otherwise, and arising from the obligations, the exercise of any rights and remedies under the Loan Agreement (as defined in the Agreement) or the Loan Documents (as defined in the Agreement), the negotiation for and execution of the Agreement, in any way, directly or indirectly, arising out of or otherwise relating to the transactions, acts, omissions, events, circumstances, matters, related in any manner to the Loan Documents or the Loan Collateral (as defined in the Agreement) (collectively, the “Released Subject Matter”); provided, however, notwithstanding the foregoing, nothing herein shall constitute a release of any of the representations, warranties, covenants, or obligations of the Lender under the Agreement or any instrument executed by the Lender in connection therewith.

Waiver of Cal Civ. Code § 1542. With respect to any and all claims released herein, the Borrower Group hereby waives the provisions, rights, and benefits of California Civil Code § 1542, which provides:

¹ To be dated the Closing Date.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Borrower Group hereby waives any and all provisions, rights and benefits conferred by any law of any jurisdiction, state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. Any party in the Borrower Group may hereafter discover facts in addition to or different from those which he, they, or it now knows or believes to be true with respect to the claims released herein but, upon the execution of this release, shall have, fully, finally, and forever settled and released any and all of the claims released herein, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Borrower Group shall be deemed by execution of this release and the Agreement to have acknowledged that the foregoing waivers were separately bargained for and are key elements of the Agreement of which this release is a part.

Covenant Not to Sue. Effective upon the Effective Date, the Borrower Group hereby agrees not to institute any action or suit at law or in equity against the Lender Group, or any one of them, nor institute, prosecute, or in any way voluntarily aid in the institution or prosecution of any claim, or allege, promote, sponsor, or provide aid to another or sponsor, promote, or cause another party to prosecute or allege, against the Lender Group, or any one of them, any claim, demand, action, or cause of action for damages or compensation for or on account of any, damage, loss, or injury either to person or to Collateral, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future, arising out of the Released Subject Matter.

[Signature page to follow]

IN WITNESS WHEREOF, the Borrower Group has caused this Agreement to be duly executed and delivered as of the day and year first above written.

BORROWER:

DALVI, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

LYFTED FARMS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

GUARANTOR:

TRANSCANNA HOLDINGS INC.,
a corporation incorporated under the British
Columbia Business Corporations Act

By: _____
Name: _____
Title: _____

LIMITED GUARANTOR:

Name: James R. Blink