

COURT FILE NUMBER B301 002847
25-3002847
ESTATE No. 25-3002847
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, R.S.C. 1985, c
B-3, as amended

AND IN THE MATTER OF THE NOTICE
OF INTENTION TO MAKE A PROPOSAL
OF INFARM INDOOR URBAN FARMING
CANADA INC.

APPLICANT INFARM INDOOR URBAN FARMING
CANADA INC.

DOCUMENT **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT **MCMILLAN LLP**
1700, 427 - 7th Avenue S.W.
Calgary, AB, Canada T2P 4K9

Attention: Adam Maerov/Preet Saini
Telephone: 403.215.2752 / 403.531.4716
Fax: 403.531.4720
Email: adam.maerov@mcmillan.ca /
preet.saini@mcmillan.ca
File No.: 300427

Clerk's Stamp



ig

DATE ON WHICH ORDER WAS PRONOUNCED: March 21, 2024

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Justice Johnston

UPON THE APPLICATION by InFarm Indoor Urban Farming Canada Inc. (the “**Applicant**”) under the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended (the “**BIA**”) for an order (this “**Order**”), *inter alia*, approving the transaction contemplated by the asset purchase agreement dated as of March 11, 2024 (the “**Sale Agreement**”) between the Applicant as Vendor and InFarm Technologies Limited, as purchaser (the “**Purchaser**”) for the sale of certain undertakings, property and assets included in the definition of “Purchased Assets” in the Sale Agreement (the “**Purchased**

Assets) of the Applicant (the **"Transaction"**), a copy of which Sale Agreement is attached as Exhibit A to Affidavit of Erez Galonska sworn March 11, 2024 (the **"Galonska Affidavit"**); and the related payment direction (the **"Payment Direction"**);

AND UPON HAVING READ the Application, the Galonska Affidavit, the Affidavit of Service, filed, and the Fourth Report of KSV Restructuring Inc. (the **"Proposal Trustee"**) in its capacity as proposal trustee of the Applicant (the **"Fourth Report"**), including the two confidential appendices (the **"Confidential Appendices"**) thereto, each filed;

AND UPON HEARING the submissions of counsel for the Applicant, the Proposal Trustee, Tripel Point Capital LLC (**"TPC"**), and such other parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

CAPITALIZED TERMS

2. Capitalized terms used but not otherwise defined in this Order shall have the meaning given to such terms in the Sale Agreement as the context may require.

APPROVAL OF TRANSACTION

3. The Sale Agreement and Transaction are hereby approved and execution of the Sale Agreement and Payment Direction by the Applicant is hereby authorized and approved, with such amendments to the Sale Agreement and Payment Direction as the Applicant and the Purchaser may agree to with the consent of the Proposal Trustee and in the case of the Payment Direction, with the additional consent of TPC. The execution of the Sale Agreement and performance by the Applicant of its obligations under the Sale Agreement are hereby authorized and approved. The Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser.

VESTING OF PROPERTY

4. Upon delivery of a certificate by the Proposal Trustee to the Purchaser, substantially in the form set out in **Schedule “A”** hereto (the “**Proposal Trustee’s Closing Certificate**”), all of Applicant’s right, title and interest in and to the Purchased Assets as such term is defined in the Sale Agreement shall vest absolutely in the name of the Purchaser, free and clear of and from any and all caveats, encumbrances, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrance or charges created by the Order dated November 10, 2023 herein, or any other Order granted in these proceedings;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), *Repair and Storage Liens Act* (Ontario) or any other personal property registry system of any Province;
- (c) any liens or claims of lien under the *Construction Act* (Ontario) or similar legislation of any Province; and
- (d) those Claims listed in **Schedule “B”** hereto

(all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule “C”** (the “**Permitted Encumbrances**”)), and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

5. In order to effect the transfers and discharges described above, this Court directs each governmental authority to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Proposal Trustee’s Closing Certificate shall be the sole and sufficient authority for governmental authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the

Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.

6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Applicant of the Sale Agreement and Payment Direction.
7. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Proposal Trustee's Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the Transaction.
8. Except as expressly provided for in the Sale Agreement, the Purchaser shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Applicant.
9. Upon completion of the Transaction, the Applicant and all persons who claim by, through or under the Applicant in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
10. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Applicant, or any person claiming by, through or against the Applicant.

11. The Proposal Trustee is directed to file with the Court a copy of the Proposal Trustee's Closing Certificate forthwith after delivery thereof to the Applicant and Purchaser.
12. The Proposal Trustee may rely on written notice from the Applicant and the Purchaser or their respective counsel regarding the satisfaction of the Purchase Price and the fulfillment of the conditions to closing under the Sale Agreement and shall incur no liability with respect to the delivery of the Proposal Trustee's Closing Certificate.
13. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) the Applicant is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Applicant's records pertaining to the Applicant's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Applicant was entitled.

ASSIGNMENT OF ASSIGNED CONTRACTS

14. Upon delivery by the Proposal Trustee to the Applicant and the Purchaser of the Proposal Trustee's Closing Certificate and payment of all amounts required pursuant to section 84.1 of the BIA, all of the rights and obligations of the Applicant under and to the Assumed Contracts (as defined in the Sale Agreement) (collectively referred to herein as the "**Assigned Contracts**"), shall be assigned, conveyed and transferred to, and assumed by, the Purchaser pursuant to this Order.
15. For certainty, the Assigned Contracts shall include:
 - (a) Lease between Greycan 8 Properties Limited Partnership by its general partner Greycan 8 Properties Inc. & Hamilton Airport Lands Limited Partnership by its general partner 11035380 Canada Inc., as landlord, and the Applicant, as tenant dated August 4, 2020, as amended, for the premises at 50 Aeropark Boulevard, Hamilton, Ontario.
 - (b) Service Agreement between Schaefer System International Ltd. and the Applicant dated December 12, 2023.
 - (c) Purchase Agreement between the Applicant and Pure Greens Incorporated dated December 1, 2023.
16. The assignment of the Assigned Contracts is declared to be valid and binding upon all of the counterparties to the Assigned Contracts notwithstanding any restriction, condition or prohibition contained to the Assigned Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment.

17. No counterparty under any Assigned Contract, nor any other person, upon the assignment and transfer to, and assumption by, the Purchaser of the Assigned Contracts hereunder shall make or pursue any demand, claim, action or suit or exercise any right or remedy under any Assigned Contract against the Purchaser relating to:

- (a) the Applicant having sought or obtained relief under the *BIA*
- (b) the insolvency of the Applicant; or
- (c) any failure by the Applicant to perform a non-monetary obligation under the Assigned Contract,

and all such counterparties and persons shall be forever barred and estopped from taking such action. For greater certainty, nothing herein shall limit or exempt the Purchaser in respect of obligations accruing, arising or continuing after the Closing Date (as defined in the Sale Agreement) under the Assigned Contracts other than in respect of items (a)-(b) above.

SEALING AND CONFIDENTIALITY

18. The Confidential Appendices shall be temporarily sealed on the Court file until the filing of the Proposal Trustee's Closing Certificate, kept confidential, and not form part of the public record, notwithstanding Division 4 of Part 6 of the Alberta Rules of Court.
19. The Confidential Appendices contain confidential and commercially sensitive information, which if made publicly available could be used to the detriment of the parties and these proceedings, and shall be sealed on the Court file, not form part of the public record, and not be available for public inspection until the Proposal Trustee files a certificate with this Court confirming the conclusion of these proceedings, or further order by this Court.
20. The Clerk of the Court shall file the Confidential Appendices in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL MATERIALS FILED
IN THE COURT OF KING'S BENCH FILE NO.: 25-3002847. THE
CONFIDENTIAL MATERIALS ARE SEALED PURSUANT TO
THE SEALING ORDER GRANTED BY THE HONOURABLE
JUSTICE JOHNSTON ON MARCH 21, 2024, AND ARE NOT TO
BE PLACED ON THE PUBLIC RECORD OR MADE PUBLICLY
ACCESSIBLE, UNTIL THE FILING OF A

CERTIFICATEEVIDENCING THE COMPLETION OF THE
TRANSACTION (AS DEFINED IN THIS ORDER), OR FURTHER
ORDER OF THE COURT.

21. Any person, entity or party affected by the sealing of the Confidential Appendices may apply to have the Sealing Order vacated, substituted, modified or varied, with such application to be brought on at least seven days' notice to the Applicant, the Proposal Trustee, the Purchaser, TPC and any other interested party.

MISCELLANEOUS MATTERS

22. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) any assignment in bankruptcy made in respect of any of the Applicant; and
- (c) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

23. The Applicant, the Proposal Trustee, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
24. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Applicant, the Proposal Trustee and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Proposal Trustee, as an officer of the Court, as may be

necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

25. Service of this Order shall be deemed good and sufficient by:

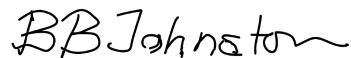
(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Proposal Trustee's website at:
<https://www.ksvadvisory.com/experience/case/infarm-urban-farming>

and service on any other person is hereby dispensed with.

26. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta

SCHEDULE "A"
FORM OF PROPOSAL TRUSTEE'S CLOSING CERTIFICATE

COURT FILE NUMBER 25-3002847

ESTATE No. 25-3002847

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, R.S.C. 1985, c
B-3, as amended

AND IN THE MATTER OF THE NOTICE
OF INTENTION TO MAKE A PROPOSAL
OF INFARM INDOOR URBAN FARMING
CANADA INC.

APPLICANT OF INFARM INDOOR URBAN FARMING
CANADA INC.

DOCUMENT **PROPOSAL TRUSTEE'S CLOSING
CERTIFICATE**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT **FASKEN MARTINEAU DUMOULIN LLP**
1700, 427 - 7th Avenue S.W.
Calgary, AB, Canada T2P 4K9

Attention: Robyn Gurofsky
Telephone: 403.261.9649
Fax: 403.261.5351
Email: rgurofsky@fasken.com

Clerk's Stamp

RECITALS

On October 26, 2023 InFarm Indoor Urban Farming Canada Inc. (the "**Applicant**") filed a notice of intention to make a proposal ("**NOI**") with the office of the Superintendent of Bankruptcy (Canada) naming KSV Restructuring Inc. as trustee (the "**Proposal Trustee**").

Pursuant to an Order of the Court dated March 21, 2024 the Court approved the asset purchase agreement made as of March 11, 2024 (the "**Sale Agreement**") between the Applicant and InFarm Technologies Limited (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Applicant's right, title and interest in and to the Purchased Assets (as defined within the Order), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming (i) the satisfaction by the Purchaser of the Purchase

Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived by the Applicant and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

The Purchaser (or its nominee) has satisfied and paid the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

The conditions to Closing as set out in Article 7 of the Sale Agreement have been satisfied or waived by the Applicant and the Purchaser (or its nominee); and

The Transaction has been completed to the satisfaction of the Proposal Trustee.

This Certificate was delivered by the Proposal Trustee at **[Time]** on **[Date]**.

KSV Restructuring Inc., in its capacity as Proposal Trustee in respect of the Applicant and not in its personal capacity.

Per; _____
Name:
Title:

SCHEDULE "B"
ENCUMBRANCES
TO BE DELETED

Ontario

File No.	Reg. No.	Debtor(s)	Secured Party	Collateral Description	Jurisdiction
797604381 PPSA	20230928 1215 1590 2251 Reg. 4 year(s) Expires 09/28/2027	INFARM INDOOR URBAN FARMING CANADA INC.	INFARM - INDOOR URBAN FARMING GMBH	THE EQUIPMENT DESCRIBED IN THAT CERTAIN INTRA- GROUP FARM LEASING AGREEMENT DATED FEBRUARY 1, 2020	Ontario

File No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.						Jurisdiction
				CG	I	E	A	O	MV	
761840964 PPSA	20200512 1157 1590 3433 Reg. 5 year(s) Expires 05/12/2025	INFARM INDOOR URBAN FARMING CANADA INC.	TRIPLEPOINT CAPITAL LLC		X	X	X	X	X	Ontario

Alberta

Secured Party(ies)	Registration Type	General Collateral Description	Registration No.
Concentra Bank	Security Agreement	<p>2021 Linde EWR30 Pallet Jack Serial # A11101Y00149,</p> <p>Proceeds including but not limited to: goods, chattel paper, investment property, documents of title, instruments, money, intangibles, insurance and all other proceeds arising directly or indirectly from the disposition, exchange, loss, replacement, renewal, destruction of or dealing with the collateral</p> <p><u>Serial Number Goods:</u></p> <p>SN: A11101y00149 2021 Linde Pallet Jack MV - Motor Vehicle</p>	<p>22031416627 (4 years)</p> <p>Expiry Date: 2026-Mar-14</p>

British Columbia

	Reg. No.	Debtor(s)	Secured Party(ies)	Registration / Current Expiry Date
2.	BASE REGISTRATION: 211393M PPSA SECURITY AGREEMENT	INFARM INDOOR URBAN FARMING CANADA INC	TRIPLEPOINT CAPITAL LLC	REGISTRATION: MAY 12, 2020 AT 8:58:12 AM PST EXPIRY: MAY 12, 2025 AT 11:59:59 PM PST
	COLLATERAL DESCRIPTION: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.			

	HISTORY: N/A			
	Reg. No.	Debtor(s)	Secured Party(ies)	Registration / Current Expiry Date
2.	BASE REGISTRATION: 211393M PPSA SECURITY AGREEMENT	INFARM INDOOR URBAN FARMING CANADA INC	TRIPLEPOINT CAPITAL LLC	REGISTRATION: MAY 12, 2020 AT 8:58:12 AM PST EXPIRY: MAY 12, 2025 AT 11:59:59 PM PST
	COLLATERAL DESCRIPTION: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.			
	HISTORY: N/A			

	Reg. No.	Debtor(s)	Secured Party(ies)	Registration / Current Expiry Date
4.	BASE REGISTRATION: 211399M PPSA SECURITY AGREEMENT	INFARM - INDOOR URBAN FARMING GMBH	TRIPLEPOINT CAPITAL LLC	REGISTRATION: MAY 12, 2020, AT 9:00:00 AM PST EXPIRY: MAY 12, 2025 AT 11:59:59 PM PST
	COLLATERAL DESCRIPTION: ALL THE DEBTOR'S PRESENT AND AFTER-ACQUIRED RIGHT, TITLE AND INTEREST IN THE CAPITAL STOCK OF INFARM INDOOR URBAN FARMING CANADA INC. (COLLECTIVELY, THE \PLEDGED PROPERTY\); ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE PLEDGED PROPERTY; ALL INTEREST, DIVIDENDS, INCOME, REVENUE, RETURN OF CAPITAL OR OTHER ,DISTRIBUTION (WHETHER IN CASH, KIND OR STOCK) RECEIVED OR RECEIVABLE UPON OR IN RESPECT OF ANY OF THE PLEDGED PROPERTY AND ALL MONIES OR OTHER PROPERTY PAYABLE OR PAID ON ACCOUNT OF ANY RETURN OR REPAYMENT OF CAPITAL IN RESPECT OF ANY OF THE PLEDGED PROPERTY OR OTHERWISE DISTRIBUTED IN RESPECT THEREOF OR WHICH WILL IN ANY WAY BE CHARGED TO, OR PAYABLE OR PAID OUT OF, THE CAPITAL OF ANY ISSUER OF PLEDGED PROPERTY ON ACCOUNT OF ANY SUCH PLEDGED PROPERTY; ALL OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN RESPECT OF, OR IN SUBSTITUTION FOR, OR IN EXCHANGE OR REPLACEMENT FOR, ANY OF THE FOREGOING; ALL RIGHTS AND ,CLAIMS OF THE DEBTOR IN RESPECT OF THE FOREGOING OR EVIDENCED THEREBY; AND ALL PROCEEDS OF ANY OF THE FOREGOING, INCLUDING PROCEEDS. . PROCEEDS: GOODS, INVESTMENT PROPERTY, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INTANGIBLES AND MONEY.			
	HISTORY: N/A			

SCHEDULE "C"
PERMITTED ENCUMBRANCES

1. The following Ontario PPSA registrations:

File No.	Reg. No.	Debtor(s)	Secured Party	Collateral Description	Jurisdiction
500553126 PPSA	20231122 0923 2467 0392	INFARM INDOOR URBAN FARMING CANADA INC	RIGO LIFT TRUCK LIMITED	ONE LINDE ELECTRIC FORKLIFT MD#E25-C? SERIAL#A11347H00028? UNIT#R17631 C/W BATTERY #R15511? CHARGER #R18725	Ontario
793250559 PPSA	20230512 1134 2467 0378 Reg. 03 year(s) Expires 05/12/2026	INFARM INDOOR URBAN FARMING CANADA INC	RIGO LIFT TRUCK LIMITED	ONE NEW NILFISK SCRUBBER MODEL#SC901? SERIAL#4000304206? UNIT#20870	Ontario
781169796 PPSA	20220316 1702 1462 9538 Reg. 4 year(s) Expires 03/16/2026	INFARM INDOOR URBAN FARMING CANADA INC.	CONCENTRA BANK	2021 LINDE EWR30 PALLET JACK SERIAL# AII101Y00149, PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS,. REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL	Ontario
769588884 PPSA	20210201 1945 1531 8081 Reg. 4 year(s) Expires 02/01/2025	INFARM INDOOR URBAN FARMING CANADA INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.	ALL PERSONAL-PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM,	Ontario

2. All of the Royal Bank of Canada's right, title and interest in and to amounts standing to the credit of the Vendor's account no. 00130190668 005 maintained at the Royal Bank of

Canada, Royal Bank Mortgage Corporation, RBC (including any replacements, amendments, renewals, or substitutions made in respect of such account, and any accretions thereto or proceeds thereof).