Court File No. CV-20-00642256-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

KW CAPITAL PARTNERS LIMITED

Applicant

- and -

VERT INFRASTRUCTURE LTD.

Respondent

APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 c. C. 43, AS AMENDED.

APPLICATION RECORD
(APPLICATION RETURNABLE JUNE 16, 2020)

June 10, 2020

GARFINKLE BIDERMAN LLP
1 Adelaide Street East,
Toronto, ON M5C 2V9

Jeffrey Spiegelman (LSUC #31299O)
Tel: 416.869.7609

Lawyers for the Applicant,
KW Capital Partners Limited

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INDEX

TAB 1

Court File No. CV-20-00642256-00CL

ONTARIO
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APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

BETWEEN:

KW CAPITAL PARTNERS LIMITED

Applicant

- AND -

VERT INFRASTRUCTURE LTD.

Respondent

NOTICE OF APPLICATION

TO THE RESPONDENT:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing on June 16, 2020 at 11:00 AM by a Judge of the Commercial List by judicial teleconference via Zoom at Toronto, Ontario. Please refer to the conference details attached as Schedule "A" hereto in order to attend the hearing and advise if you intend to join the hearing by emailing Jeffrey Spiegelman at jspiegelman@garfinkle.com.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date JUNE 10, 2020

Issued by ALEXANDRA MEDEIROS-CARDOSO
Local registrar

Address of court office: 330 University Avenue
Toronto, ON M5G 1R7

TO: **VERT INFRASTRUCTURE LTD.**
605-369 Terminal Ave.
Vancouver, BC V6A 4C4

Attention: Abbey Adbiye
Email: Abbey@telus.net

AND TO: **ELITE VENTURES GROUP, LLC**
277 Kingsbury Grade
Lake Tahoe, NV 98449

Attention: David Baker
Email: david@kettle-river.com

AND TO: **MYM NUTRACEUTICALS INC.**
250 – 1095 West Pender St.
Vancouver, BC

Attention: Elizabeth Liu
Email: elizabeth.liu@mym.ca

AND TO: **ABACA INVESTMENTS USA, LLC**
11 S. Swinton Ave.
Delray Beach, FL 33444
V7S1P3

Attention: Howard Steinberg
Email: howard.steinberg@me.com

APPLICATION

1. THE APPLICANT, KW CAPITAL PARTNERS LIMITED ("KW"), MAKES APPLICATION FOR:

(a) an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended ("**BIA**") and section 101 of the *Courts of Justice Act,* R.S.O. 1990, c. C.43, as amended ("**CJA**"), appointing KSV Kofman Inc. ("**KSV**") as receiver and manager over all the property, assets and undertakings of Vert Infrastructure Ltd. ("**Vert**"), in substantially the form of the draft order included in the Application Record at Tab 3;

(b) to the extent necessary, an order abridging and validating service of the within application such that this Application is properly returnable on the date that this Application is heard; and

(c) such further and other relief as counsel may advise and this Court may permit.

2. THE GROUNDS FOR THE APPLICATION ARE:

(a) Vert is a publicly traded holding company which provides funding, infrastructure and branding to affiliated licenced cannabis and hemp growers and extractors in the United States. Vert's main business activities consist of raising capital to fund the operations of these American subsidiaries.

(b) The primary assets of Vert are its 83% interest in, and 100% voting control over Elite Ventures Group LLC ("**Elite**") and Vert's 70% interest in, and 100% voting control over Wheeler Park Properties, LLC and its affiliated entities.

(c) On February 8, 2019, Crop Infrastructure Corp. ("**Crop**"), the predecessor to Vert, issued three secured convertible debenture certificates in favour of KW, Plazacorp Investments Limited and Jesse Kaplan (collectively, the "**Secured Lenders**") in the aggregate principal amount of $4,000,000 (the "**February Debentures**"), accruing interest at 10% per annum. In connection with the February Debentures, Crop issued 13,333,333 Warrants to the Secured Lenders.

(d) On June 11, 2019 Crop issued four additional secured convertible debenture certificates in favour of KW in the aggregate principal amount of $1,250,000 (the "**June Debentures**" and together with the February Debentures, the "**Debentures**"), accruing interest at 10% per annum. In connection with the June Debentures, Crop issued 4,166,667 Warrants to KW.

(e) All of the debts, liabilities and obligations owing under the Debentures, among other things, are guaranteed by Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, Elite, DVG LLC, Ocean Green Management LLC, Wheeler Park Properties, LLC (the "**Guarantors**") and are secured by the assets of Vert and the Guarantors pursuant to a series of security documents (collectively, the "**Security Documents**");

(f) Vert is currently in default of its obligations under the Debentures. Specifically, Vert has failed to make the Quarterly Payments due on September 30, 2019 (the "**September Quarterly Payment**"), December 31, 2019 and March 31, 2020 (together with the September Quarterly Payment, collectively the "**Unpaid Quarterly Payments**"). Interest under the Debentures continues to accrue. Each Unpaid Quarterly Payment is an event of default under the Debentures that is continuing (the "**Events of Default**").

(g) Pursuant to the Security Documents, upon the occurrence of an event of default that is continuing, the aggregate principal amount of the Debentures becomes due and payable and KW is entitled to enforce its security interest, as agent on behalf of the Secured Lenders, including appointing a receiver;

(h) As at May 26, 2020, Vert was indebted to the Secured Lenders in the aggregate principal amount of $5,190,000 (the "**Indebtedness**") on a secured basis, together with interest, fees, costs and other allowable charges accrued thereon and continuing to accrue;

(i) On May 27, 2020, KW sent Vert and Elite a demand letter requesting payment of the Indebtedness as it then was and a notice of intention to enforce security under section 244 of the BIA (the "**Notice**");

(j) KW has not received payment of the Indebtedness, the Events of Default are continuing and ten days have lapsed since the sending of the Notice;

(k) Vert is insolvent and is suffering from a liquidity crisis that is jeopardizing their continued operations;

(l) Vert has insufficient cash to meet its obligations under the Debenture and has ceased paying its obligations to the Secured Lenders in the ordinary course of business as they become due, as evidenced by the Events of Default;

(m) Vert transferred money to Elite for the purpose of leasing and developing certain real property interests in Nye County, Nevada, including the water rights associated therewith (the "**Nye County Property**"); however, there is reason to believe that Elite transferred such funds to related parties of Elite, specifically Aleph One LLC ("**Aleph**") and David Baker, the former Managing Member of Vert's American subsidiaries (together with Aleph, the "**Related Parties**"). The Related Parties used the monies to purchase the Nye County Property (the "**Elite Asset Transaction**");

(n) KW does not hold security over the assets of either of the Related Parties. Elite continues to use the Nye County Property as a part of its hemp operations in Nye County, Nevada;

(o) The appointment of a receiver will assist to protect the assets of Vert. If appointed, KSV intends to investigate, and if appropriate, unwind the Elite Asset Transaction, realize on the direct security granted to KW by the Guarantors and to commence receivership proceedings in the United

States. This includes proceedings at the state level in the United States in respect of one or more of Vert's subsidiaries;

(p) The appointment of a receiver is just and convenient;

(q) The general security agreement, which secures the obligations of Vert under the Debentures, is governed by Ontario law and permits the appointment of a receiver upon the continuation of an event of default;

(r) As this Court has jurisdiction to appoint a receiver under the CJA and the connection of the debtor elsewhere is tenuous or *de minimus*, the balance of convenience and practicality provides an appropriate basis for the companion BIA application to be brought and dealt with in Ontario, in these circumstances;

(s) Section 243 of the BIA;

(t) Section 101 of the CJA;

(u) Rules 1.04, 2.01, 2.03, 3.02, 14.05 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194; and

(v) such further and other grounds as counsel may advise and this Honourable Court may permit.

3. THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:

(a) this Notice of Application;

(b) Affidavit of Yisroel Weinreb affirmed on June 1, 2020, and the exhibits referred to therein;

(c) The consent of KSV to act as receiver and manager, filed separately; and

(d) Such further and other material as counsel may advise and this Honourable Court may permit.

10
June ~~9~~, 2020

GARFINKLE BIDERMAN LLP
1 Adelaide Street East,
Toronto, ON M5C 2V9

Jeffrey Spiegelman (LSUC #31299O)
Tel: 416.869.7609

Lawyers for the Applicant,
KW Capital Partners Limited

Schedule "A"

Conference Details to join Motion via Zoom

Join Zoom Meeting
https://us02web.zoom.us/j/5123895385

Meeting ID: 512 389 5385

One tap mobile:
+16699009128,,5123895385# US (San Jose) 12532158782,,5123895385# US +(Tacoma)

Dial by your location
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 346 248 7799 US (Houston)
+1 646 558 8656 US (New York)
+1 438 809 7799 Canada
+1 587 328 1099 Canada
+1 647 374 4685 Canada
+1 647 558 0588 Canada
+1 778 907 2071 Canada
Meeting ID: 512 389 5385
Find your local number: https://us02web.zoom.us/u/kclqSplvYv

KW CAPITAL PARTNERS LIMITED and **VERT INFRASTRUCTURE LTD.**

Applicant Respondent

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

Court File No: CV-20-00642256-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

NOTICE OF APPLICATION

GARFINKLE BIDERMAN LLP
1 Adelaide Street East,
Toronto, ON M5C 2V9

Jeffrey Spiegelman (LSUC #31299O)
Tel: 416.869.7609

Lawyers for the Applicant

TAB 2

Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

KW CAPITAL PARTNERS LIMITED

Applicant

- and -

VERT INFRASTRUCTURE LTD.

Respondent

APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 c. C. 43, AS AMENDED.

AFFIDAVIT OF YISROEL WEINREB (sworn June 1, 2020)

I, Yisroel Weinreb, of the City of Toronto, in the Province of Ontario, **AFFIRM:**

1. I am the President of the Applicant, KW Capital Partners Limited ("**KW**"). I have been President since December 15, 2016. KW is a private equity firm based in Toronto, Ontario and is the collateral agent for certain secured lenders, including KW, of the Respondent. As such, I have knowledge of the matters to which I hereinafter depose, which knowledge is either personal to me, obtained from a review of the documents to

which I refer, or, where indicated, based on information and belief, in which case I verily believe such information to be true.

A. Summary

2. This Affidavit is filed in support of an application by KW for the appointment of KSV Kofman Inc. ("**KSV**") as receiver and manager over all of the property, assets and undertakings of Vert Infrastructure Ltd. ("**Vert**") pursuant to section 243 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and section 39 of the *Law and Equity Act* (British Columbia) (the "**Receiver**").

3. As more particularly described below, Vert and the Guarantor Group (as defined below), are indebted to KW, as agent on behalf of the Secured Lenders (as defined below), in the principal amount of approximately $5,190,000 (the "**Secured Obligations**") on a secured basis pursuant to certain secured convertible debentures issued by Crop Infrastructure Corp. ("**Crop**"), the predecessor to Vert, and related guarantees provided by the members of the Guarantor Group. Vert is in default of its obligations under such debentures and KW has demanded repayment of amounts owing thereunder. Interest and costs continue to accrue on the Secured Obligations.

4. The appointment of a receiver is necessary in order to protect the value of Vert's assets as Vert is in a liquidity crisis. Additionally, I have reason to believe that Vert has transferred money to its most significant subsidiary, Elite Ventures Group LLC ("**Elite**"), for the purpose of leasing and developing certain real property interests in Nye County, Nevada, including the water rights associated therewith (the "**Nye County Property**"); however, to the best of my knowledge and belief Elite transferred the funds

intended for the development of the Nye County Property to related parties of Elite, specifically Aleph One LLC ("**Aleph**") and David Baker, the former Managing Member of Vert's American subsidiaries (together with Aleph, the "**Related Parties**"). KW does not hold security over the assets of either of the Related Parties. The Related Parties used the monies to purchase the Nye County Property (the "**Elite Asset Transaction**"). To the best of my knowledge and belief, Elite continues to use the Nye County Property as a part of its hemp operations in Nye County, Nevada.

5. KW is seeking the appointment of a receiver to, (i) if appropriate, unwind the Elite Asset Transaction, (ii) protect any further disposal of Vert's assets and (iii) commence a realization process for Vert's business and assets, and the assets subject to KW's security. Based on a communication from Nick Horsley, a principal of Vert, attached to my Affidavit as **Exhibit "A"**, I have reason to believe that 49% of the equity in Aleph that was beneficially owned by Nick Horsley and Hanni El Rayess, was recently transferred to Vert. A majority of the equity of Aleph remains beneficially owned by a party other than Vert however, and as noted, KW's security does not cover the Nye County Property.

6. Following the appointment of the Receiver, the Receiver intends to seek its appointment in the United States as the receiver of Elite and one or more of the Guarantor Group.

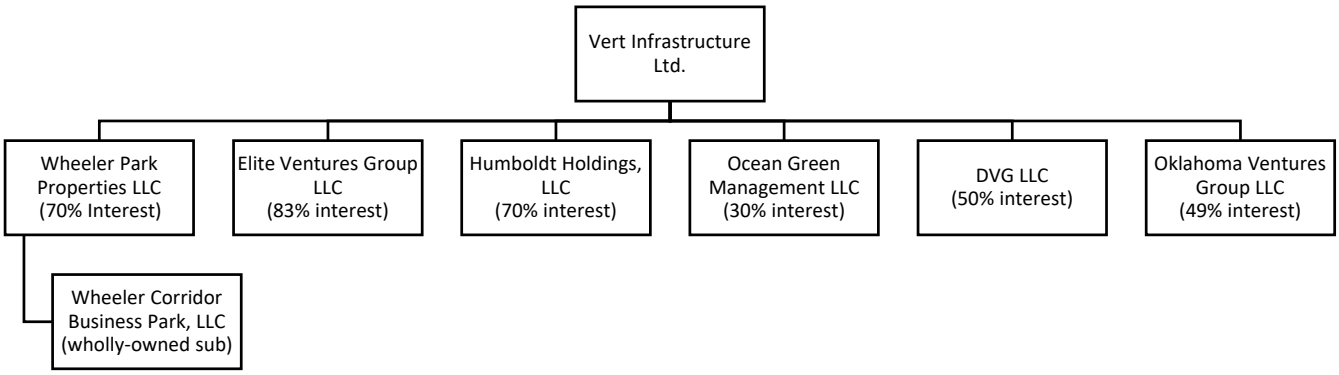
B. Overview of Vert and the Guarantor Group

7. Vert is a publicly-held company organized and existing under the laws of the Province of British Columbia with its registered head office located at the premises

municipally known as #605-369 Terminal Avenue, Vancouver, British Columbia. Vert is the successor to Crop pursuant to a certificate of name change filed with the Registrar of Companies on January 15, 2020.

8. Vert is a reporting issuer in Ontario, Alberta and British Columbia whose common shares are listed for trading on the Canadian Securities Exchange under the symbol "VVV", on the OTC in the United States under the symbol "CRXPF", and on the Frankfurt exchange under the symbol "2FR."

9. Set out below is an organizational chart showing the corporate structure of Vert and its ownership interest in its direct and indirect subsidiaries, Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, Elite, DVG LLC, Ocean Green Management LLC, Wheeler Park Properties, LLC (collectively, the "**Guarantor Group**") and Oklahoma Ventures Group LLC ("**OVG**").



10. As set out in the chart above, Vert holds a 49% equity interest in OVG, a corporation formed under the laws of the State of Oklahoma. OVG is the only subsidiary

of Vert which has not guaranteed the Secured Obligations. My understanding is that Vert also holds the following equity interests in the members of the Guarantor Group:

(a) an 83% equity interest in Elite, a corporation formed under the laws of the State of Nevada;

(b) a 70% equity interest in Wheeler Park Properties LLC, which wholly owns Wheeler Corridor Business Park, LLC, both of which were formed under the laws of the State of Washington;

(c) a 70% equity interest in Humboldt Holdings, LLC ("**Humboldt**"), a corporation formed under the laws of the State of California;

(d) a 30% equity interest in Ocean Green Management LLC, a corporation formed under the laws of the State of California; and

(e) a 50% equity interest in DVG LLC, a corporation formed under the laws of the State of Washington.

While the above equity interests are less than 100%, to the best of my knowledge and belief, the equity interests held by Vert in its subsidiaries represent 100% of the voting interests entitled to elect directors, managers or members of such subsidiaries. As a result, such subsidiaries are effectively controlled by Vert.

11. Additionally, based on the correspondence from Mr. Horsley, it is my understanding that Vert may now hold a 49% equity interest in Aleph.

12. I understand that Vert also owns 10,000,000 common shares in World Farms Corp. ("**World Farms**").

(i) The Business and Assets of Vert and the Guarantor Group

13. Vert is a holding company which provides funding, infrastructure and branding to affiliated licenced cannabis and hemp growers and extractors in the United States. While Vert's corporate head office is located in Vancouver, British Columbia, there is no commercial activity that takes place in British Columbia. I do not believe that Vert owns any tangible assets of material realizable value in British Columbia.

14. Vert's main business is to incorporate subsidiaries in the United States with the corporate purpose of operating licenced cannabis and hemp growth, extraction and retail businesses. Vert owned minority equity interests in such subsidiaries, which in most cases have been converted into majority equity interests following the exercise of Vert's option. Vert's main business activities consist of raising capital to fund the operations of these American subsidiaries, which currently consist primarily of the Guarantor Group and OVG.

15. From my understanding OVG and certain members of the Guarantor Group hold the following assets:

(a) *Elite:* an approximately 310 acre licenced hemp handler and nursery operation consisting of approximately 250 acres of farmable pivots, located in Nye County, Nevada, adjacent to the Nye County Property, and an approximately 1000 acre cannabis growth operation, licenced to cultivate, extract and distribute cannabis located in Esmeralda County, Nevada;

(b) *Wheeler Park Properties, LLC*: a 35,000 square foot, licenced light deprivation greenhouse cannabis growth operation located in Grant County, Washington;

(c) *DVG LLC*: a 44,000 square foot licenced outdoor cannabis growth operation located in Grant County, Washington; and

(d) *OVG:* a 20 acre licenced outdoor cannabis growth operation located in Purcell, Oklahoma.

16. In respect of the other members of the Guarantor Group:

(a) the majority of the assets of Humboldt were recently sold, resulting in USD$180,000 of proceeds being paid to KW (the "**Humboldt Proceeds**");

(b) the value of Ocean Green Management LLC is believed to be immaterial; and

(c) the value of the World Farms shares is uncertain.

17. The primary assets of Vert are its 83% interest in, and 100% voting control over Elite and Vert's 70% interest in, and 100% voting control over Wheeler Park Properties, LLC and its affiliated entities.

(ii) Employees

18. Vert has only a few employees and/or consultants, all of whom have an executive function and are based in British Columbia, Canada. Each of the members of

the Guarantor Group are believed to have employees; although, none of them are located in Canada.

(iii) Share Capital

19. The authorized capital structure of Vert includes an unlimited number of common shares. According to the unaudited Condensed Consolidated Interim Financial Statements of Vert for the nine month period ended November 30, 2019 and 2018 (the "**Unaudited Financial Statements**"), as at November 30, 2019, Vert had 11,466,092 common shares outstanding.

20. The Unaudited Financial Statements also state that as at November 30, 2019, Vert had approximately 791,067 options and 1.472 million share purchase warrants outstanding. Each Warrant entitles the holder to acquire one common share at various exercise prices. The Secured Lenders (as defined below) currently hold 17,500,000 warrants at an exercise price of $0.50 per share with expiration dates of February 8, 2022 and June 11, 2022 (the "**Warrants**"). As discussed below, the Warrants were issued in connection with the secured debentures issued by Vert's predecessor, Crop.

C. The Convertible Debt Financing

(i) The Secured Debentures and Vert Security

21. On February 8, 2019, Crop issued three secured convertible debenture certificates in favour of KW, Plazacorp Investments Limited and Jesse Kaplan (collectively, the "**Secured Lenders**") in the aggregate principal amount of $4,000,000

(the "**February Debentures**"), accruing interest at 10% per annum. In connection with the February Debentures, Crop issued 13,333,333 Warrants to the Secured Lenders.

22. On June 11, 2019 Crop issued four additional secured convertible debenture certificates in favour of KW in the aggregate principal amount of $1,250,000 (the "**June Debentures**" and together with the February Debentures, the "**Debentures**"), accruing interest at 10% per annum. In connection with the June Debentures, Crop issued 4,166,667 Warrants to KW. Attached as **Exhibit "B"** to my Affidavit is a true copy of the certificates evidencing the Debentures and the Warrants.

23. Pursuant to an Agency and Interlender Agreement dated February 8, 2019, as amended on June 11, 2019, KW was appointed as collateral agent for the Secured Lenders in respect of the obligations owed by Vert to the Secured Lenders. Attached as **Exhibit "C"** to my Affidavit is a true copy of the Agency and Interlender Agreement.

24. As security for payment of the principal and interest outstanding under the Debentures, Crop entered into a general security agreement dated February 8, 2019, as amended on June 11, 2019, governed by the laws of the Province of Ontario (the "**General Security Agreement**") and granted a security interest in favour of KW, as agent for the Secured Lenders, over all of its real and personal property. Attached as **Exhibit "D"** of my Affidavit is a true copy of the original and amended General Security Agreement.

25. On June 13, 2019, KW registered notice of its security against "Crop Infrastructure Corp." under the *Personal Property Security Act* (British Columbia) ("**BC PPSA**"). On January 17, 2020, following the name change of Crop to Vert, KW amended

its registration against Crop under the BC PPSA to change the name of the debtor to "Vert Infrastructure Ltd.". Attached as **Exhibit "E"** to my Affidavit are the financing statements evidencing such registrations.

(ii) The Guarantor Security

26. As a condition precedent to the Secured Lenders' purchase of the Debentures and Warrants, the members of the Guarantor Group guaranteed payment of, among other things, the principal of and interest on the Debentures and all other amounts owing to the Secured Lenders under the Debentures pursuant to four guarantee agreements, dated as of February 7 and February 8, 2019, governed by the laws of Washington, Nevada and California, respectively (the "**Guarantees**"). Attached as **Exhibit "F"** to my Affidavit is a true copy of the Guarantees.

27. As security for the Guarantees, Crop and the members of the Guarantor Group entered into the following documents in favour of KW, as agent for the Secured Lenders (collectively, the "**Guarantor Security Agreements**"):

(a) a security agreement governed by the laws of Nevada with Elite in favour of KW, as agent for the Secured Lenders dated February 8, 2019, as amended on June 11, 2019, granting KW a security interest in all the current and after-acquired personal property of Crop and Elite, including a pledge of Crop's 49% equity interest in Elite. As a result of the exercise of its option, Vert now holds an 83% equity interest in Elite;

(b) a security agreement governed by the laws of Washington with DVG, LLC, Wheeler Park Partners, LLC and Wheeler Corridor Business Park, LLC (the

"**Washington Guarantors**") in favour of KW, as agent for the Secured Lenders dated February 7, 2019, as amended on June 11, 2019, granting KW a security interest in all the current and after-acquired personal property of Crop and the Washington Guarantors, including a pledge of Crop's equity interest in each of the Washington Guarantors. As a result of the exercise of its option, Vert now holds a 70% equity interest in the Washington Guarantors; and

(c) a security agreement governed by the laws of California with Humboldt and Ocean Green Management LLC (the "**California Guarantors**") in favour of KW, as agent for the Secured Lenders dated February 8, 2019, as amended on June 11, 2019, granting KW a security interest in all the current and after-acquired personal property of Crop and the California Guarantors. The assets of Humboldt were recently sold and proceeds of USD$180,000 were paid to KW;

Attached as **Exhibit "G"** to my Affidavit is a true copy of the Guarantor Security Agreements.

28. As additional security pursuant to the Guarantees, KW, as agent for the Secured Lenders, entered into the following agreements with Elite:

(a) a deed of trust dated February 8, 2019, governed by the laws of the state of Nevada with Elite, granting KW an interest in the real property held by Elite located at 79470 Round Mountain Nevada and neighbouring Turk

Ranch, together with all water rights appurtenant to or presently being used thereon;

(b) an assignment agreement dated February 8, 2019 with Elite, assigning to KW, Elite's interest in a Hemp-CBD License Option Agreement among The Hempire Company, LLC and Elite related to Elite's option to purchase the licences required to farm, dry and store hemp; and

(c) a membership interest pledge agreement dated February 8, 2019, governed by the laws of the state of Nevada with Elite and Crop, pursuant to which Crop pledged its ownership interest in Elite to KW (together with the deed of trust and the assignment agreement in (a) and (b) above, the "**Additional Elite Security Documents**").

Attached as **Exhibit "H"** to my Affidavit is a true copy of the Additional Elite Security Documents.

29. The Guarantees of the Washington Guarantors and California Guarantors were secured by (a) deeds of trust over certain real property located in Washington and California; (b) assignment agreements assigning interests over certain cannabis license option agreements to KW as agent for the Secured Lenders and (c) a membership interest pledge agreement pledging Crop's ownership interest in the Washington Guarantors to KW.

D. The Elite Asset Transaction

30. It is my understanding that Vert provided monies to Elite to fund Elite's lease and development of the Nye County Property, which is adjacent to real property presently owned by Elite in Nye County, Nevada. On receipt of these funds, Elite transferred them to the Related Parties, who used them to purchase the Nye County Property. It is my understanding that 49% of the equity of Aleph was recently transferred to Vert from Nick Horsley and Hani El Rayess, representatives of Vert, or an organization believed to be controlled by them.

31. KW has senior ranking security against Elite but no security over the assets of the Related Parties. KW's security does not attach to the Nye County Property and the majority interest in Aleph is beneficially owned by David Baker, the other Related Party. KW's security would cover the Nye County Property however, if it had been purchased by Elite.

32. Moreover, it would appear that the funds Vert advanced to Elite were transferred from Elite to the Related Parties for no consideration, which I have been advised is a transaction at undervalue or other form of reviewable transaction under Canadian insolvency law. KW is seeking the appointment of KSV to investigate, and if appropriate, unwind the Elite Asset Transaction and prevent further dissipation of Vert's assets.

33. The assets of Vert have a highly uncertain value. If the Elite Asset Transaction is not unwound, Vert will have diverted cash from its business to purchase real estate interests held by parties that are outside the reach of Vert's creditors. The

assets of the Related Parties are not subject to KW's security. It is unclear whether the remaining assets of Vert, Elite, and the balance of the Guarantor Group will be sufficient to satisfy the obligations owing to KW.

E. Events of Default

34. Vert is currently in default under the Debentures for defaulting on quarterly interest payments on the Debentures when due (the "**Events of Default**"). Upon the occurrence of any event of default under the Debentures, which remains unremedied for a period of 15 days, KW has the right to declare all of the Debentures to be immediately due and payable. To the date of this Affidavit, the Events of Default remain unremedied.

(i) Payment Defaults

35. Quarterly interest payments are due under the Debentures on the last business day of March, June, September and December of each year (the "**Quarterly Payments**"). Vert failed to make the Quarterly Payments due on September 30, 2019 (the "**September Quarterly Payment**"), December 31, 2019 and March 31, 2020 (together with the September Quarterly Payment, collectively the "**Unpaid Quarterly Payments**"). Interest under the Debentures continues to accrue and as at May 26, 2020 the aggregate interest outstanding under the Debentures was valued at $224,649.32, after applying the Humboldt Proceeds. Each missed Quarterly Payment is an event of default under the Debentures that continues to the date of this Affidavit.

36. On October 7, 2019, KW provided the letter attached as **Exhibit "I"** to my Affidavit wherein it notified Vert of the unpaid September Quarterly Payment and advised that if the September Quarterly Payment remained unpaid by October 22, 2019, such

failure to pay would constitute an event of default under the Debentures. Vert informed KW that it was making efforts to raise the capital required to pay the September Quarterly Payment. Vert and KW engaged in various negotiations with respect to such contemplated capital raise, all of which failed to materialize.

37. To the date of this Affidavit, Vert has failed to satisfy the Indebtedness (as defined below), including any of the Quarterly Payments having received demand for same, nor has it unwound the Elite Asset Transaction, other than the transfer of a 49% ownership interest in Aleph to Vert.

F. Enforcement Steps

38. Section 18 of the General Security Agreement permits KW to appoint a receiver upon the occurrence and continuance of an event of default.

39. On May 27, 2020, in reliance on the Events of Default described above, KW provided Vert and Elite with Notices of Intention to Enforce Security under section 244 of the BIA and demanded payment of the Indebtedness as it then was, being the amount of $5,190,000, plus interest and costs which continue to accrue. In the demand letter KW notified Vert of the Events of Default and advised that the Secured Obligations, including the aggregate principal amount of the Debentures and any accrued interest thereon (the "**Indebtedness**") was payable immediately and no later than June 8, 2020. These notices and demand letters are attached as **Exhibit "J"** to my Affidavit.

40. To the date of this Affidavit the Events of Default have not been cured and are continuing and the Indebtedness remains unpaid.

G. Indebtedness to Other Creditors

41. There are no known creditors that have priority over KW with respect to the collateral of Vert.

42. On May 8, 2020, searches were conducted under the BC PPSA and under the *Personal Property Security* Act (Ontario) against Vert. Attached as **Exhibit "K"** are true copies of such PPSA searches. The searches disclose that only MYM Nutraceuticals Inc. ("**MYM**") holds an active registration against Crop under the BC PPSA. Such financing statement was registered after KW's registration and as a result ranks behind KW's security.

43. Also attached as **Exhibit "L"** to my Affidavit are searches conducted against KW under the *Bank Act* (Canada), the BIA and litigation searches conducted at the British Columbia Provincial Court, Supreme Court and Court of Appeal. These searches are clear other than a matter brought against Crop by Stockhouse Publishing Ltd. in the Supreme Court of British Columbia on June 27, 2019, having court file number 197237.

44. I am aware that Vert is subject to the following additional debt obligations, both of which are subordinated to the Secured Obligations:

(a) A promissory note issued to MYM on September 9, 2019 in the principal amount of USD$500,000 due on March 31, 2020 issued in connection with a Supplement to Production Agreement dated September 9, 2019; and

(b) A promissory note issued to Abaca Investments USA, LLC on or about September 9, 2019 in the principal amount of USD$1,000,000 due on December 31, 2019, issued in connection with a Supplement to Production Agreement.

Attached as **Exhibit "M"** to my Affidavit are copies of the above-noted Supplements to Production Agreements which contain the promissory notes. These creditors will be advised of this application.

H. The Financial Situation of Vert

45. Vert is suffering a liquidity crisis and is unable to service its debt obligations. Attached as **Exhibit "N"** to my Affidavit are the Unaudited Financial Statements of Vert. The Unaudited Financial Statements not only show a nominal cash balance of $1,796, but they also show a deficit of $22,417,438 (representing accumulated losses) on Vert's share capital for the nine month period ended November 30, 2019, increasing from a deficit of $16,043,517 for the period ended February 28, 2019. Vert has insufficient cash to meet its obligations under the Debenture and has ceased paying its obligations to KW in the ordinary course of business as they become due, as evidenced by the Events of Default.

46. The interest accrued under the Debentures, which remains outstanding due to the missed Quarterly Payments, as at May 26, 2020 was valued at $224,649.32, after applying the Humboldt Proceeds. When the unpaid interest is factored in, the Unaudited Financial Statements demonstrate that Vert had a negative cash balance immediately following November 30, 2019.

47. Vert has acknowledged in Note 1 of the Unaudited Financial Statements that it has incurred losses since its inception, has no sources of revenue and does not generate cash flows from operating activities. Based on Vert's cash balance as at November 30, 2019, without additional financing, Vert has no ability to service the Indebtedness.

48. Vert attempted to source additional financing through a non-brokered private placement announced on January 29, 2020, to raise CDN$1,000,000 through the issuance of 10,000,000 units consisting of one common share and one warrant each. Such proposed private placement was cancelled on April 14, 2020. The Material Change Report filed in connection with such cancellation is attached to my Affidavit as **Exhibit "O"**. Given Vert's large shareholder deficit, I believe Vert has little to no prospect of raising equity financing. Simply, Vert is out of cash as at the date of this Affidavit.

49. I am not aware of any source of financing that would enable Vert to continue as a going concern. Vert's most recent Management's Discussion and Analysis dated January 24, 2020 for the period ended November 30, 2019 (the "**MD&A**") notes that Vert will have to rely on funding through future equity issuances and short term borrowing. In the absence of any additional sources of financing, Vert notes in the MD&A that it may be required to curtail or reduce its operations to continue as a going concern. The MD&A is attached to this affidavit as **Exhibit "P"**.

I. Necessity for the Appointment of a Receiver

50. As at June 1, 2020 the total amount of the outstanding Indebtedness was $5,190,000 plus accrued interest and costs and the Events of Default have not been cured and are continuing.

51. As described above, Vert's most recent interim financial statements indicate that Vert has significant negative working capital, is in a liquidity crisis, has a cash balance of $1,796 and has a shareholders' deficit of more than $22,000,000. As Vert has no sources of revenue and does not generate cash flows from operating activities, additional funding would be necessary to allow Vert to continue as a going concern.

52. As Vert has no reasonable prospects of sourcing additional funding, its ability to continue as a going concern remains in doubt as Vert has no apparent means to service or repay the Indebtedness.

53. I have concerns that in the face of its liquidity crisis, Vert has misused assets to defeat the claims of its creditors, as evidenced by the Elite Asset Transaction. KW believes it is appropriate to appoint KSV as receiver to prevent any further asset dissipation, to investigate and potentially overturn the Elite Asset Transaction and to commence a realization process.

54. Following the potential unwinding of the Elite Asset Transaction and the protection of Vert's other assets, the Receiver expects to be in a position to realize on the direct security granted to KW by the Guarantor Group and to commence receivership

proceedings in the United States. This includes proceedings at the state level in the United States in respect of one or more of Vert's subsidiaries.

55. As described above, KW is permitted under the terms of the General Security Agreement to appoint a receiver, has provided Vert with notice of its intention to exercise this remedy under the BIA and the ten-day period set out in such notice and the BIA has expired.

56. KSV has consented to act as the receiver, if appointed.

J. Proposed Court-Ordered Charges and Funding of the Receivership

57. KW has agreed to a charge (the "**Administrative Charge**") in favour of the receiver (if appointed), and its counsel, as security for payment of their respective fees and disbursements, in each case at their standard rate and charges, which shall form a first charge on the property of Vert in priority to the claims of Vert's secured creditors.

(i) Funding of the Receivership

58. KW has agreed to provide the receiver with financing to fund the receivership through receiver certificates. A condition to the financing of the receivership is that the receiver certificates have priority over the claims of Vert's secured creditors. This charge would rank behind the Administrative Charge and any priority payables (i.e. obligations of Vert secured by statutory deemed trusts or liens ranking in priority to KW's existing security).

59. Subject to the approval of the Court, it is proposed that any financing would be reflected in certificates substantially in the form attached as **Schedule "A"** to the draft receivership order found at Tab 3 of this application record.

Affirmed before me at the City of Toronto, in the Province of Ontario on June 1, 2020

Commissioner for Taking Affidavits
(or as may be)
Robert Nicholls

Yisroel Weinreb

This is Exhibit "A" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

Tor#: 3857419.1

Nicholls, Robert

From: Bobby Kofman <bkofman@ksvadvisory.com>
Sent: May 26, 2020 1:34 PM
To: Nicholls, Robert
Cc: Schwill, Robin
Subject: FW: Confirmation of Aleph ownership

Fyi.

Bobby Kofman
KSV Advisory Inc.
(o) 416.932.6228
(c) 647.282.6228
bkofman@ksvadvisory.com

From: Howard Steinberg <howard.steinberg@me.com>
Sent: May 26, 2020 10:46 AM
To: Bobby Kofman <bkofman@ksvadvisory.com>
Subject: Fwd: Confirmation of Aleph ownership

FYI

Howard Steinberg
Direct: (561) 997-4543
howard.steinberg@me.com

Begin forwarded message:

From: Nick Horsley <nick@cropcorp.com>
Subject: RE: Confirmation of Aleph ownership
Date: May 26, 2020 at 10:42:33 AM EDT
To: Howard Steinberg <howard.steinberg@me.com>
Cc: Hani El Rayess <hani@cropcorp.com>

Hi Howard,

Vert owns the 49% of Aleph One LLC via exercise of its option of Quantum Flux LLC. Held formerly by myself and Hani El Rayess

Thanks,

Nick

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Howard Steinberg <howard.steinberg@me.com>
Date: 2020-05-26 6:31 a.m. (GMT-08:00)
To: Nick Horsley <nick@cropcorp.com>
Subject: Confirmation of Aleph ownership

Hi Nick,

You mentioned that Vert exercised its option to own 49%of Aleph. Please confirm his and who were the former owners. Thanks.

Howard Steinberg
Direct: (561) 997-4543
howard.steinberg@me.com

This is Exhibit "B" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

Tor#: 3857419.1

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY (OR THE COMMON SHARES ISSUABLE ON CONVERSION THEREOF) BEFORE JUNE 9, 2019.

SECURED CONVERTIBLE DEBENTURE CERTIFICATE
Crop Infrastructure Corp.

(Incorporated under the laws of the Province of British Columbia)

DEBENTURE CERTIFICATE NO. **2019-01** **PRINCIPAL AMOUNT $3,675,000**

CROP INFRASTRUCTURE CORP. (the "**Company**"), for value received, hereby acknowledges itself indebted and promises to pay to **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** (hereinafter referred to as the "**holder**" or the "**Debentureholder**") at any time following February 8, 2019 (the "**Issue Date**") but on or prior to February 8, 2021 (the "**Maturity Date**"), at such place as the Debentureholder may reasonably designate by notice in writing to the Company, the outstanding Principal Amount in the manner hereinafter provided, and to pay interest on the Principal Amount outstanding from time to time and owing hereunder to the date of payment as hereinafter provided, both before and after maturity or demand, default and judgement.

The Debentureholder has the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, to convert all or any portion of the outstanding Principal Amount into common shares of the Company (each, a "**Common Share**"), at a price of $0.30 per Common Share subject to adjustment as herein provided. At the option of the Debentureholder, any accrued and unpaid interest on the Debenture is convertible into Shares, in whole or in part at a price of $0.30 per Common Share subject to adjustment as herein provided. The Principal Amount of the Debentures and accrued but unpaid interest thereon, may be prepaid prior to Maturity Date, after June 9, 2019, upon providing 30 days' notice to the holders and may only be converted at the option of the Debentureholder. In the event that only part of the Principal Amount of the Debenture is converted into Shares, any accrued and unpaid interest will remain payable.

Conversion of all or any part of the Debenture may only be completed at the offices of the Company or such other office as the Company may advise the holder in writing. This Debenture is issued subject to the terms and conditions appended hereto as Schedule "A".

The obligations under this Debenture will be collaterally secured by the following: (a) a general security agreement constituting a charge and security interest in all of the personal property of the Company; (b) an unlimited guarantee of Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC (collectively, the "**Guarantor**") and collaterally secured by security agreements issued by each Guarantor; (c) a pledge of equity interest from the Company relating to the equity interests of each of the Guarantors; and (d) a first priority deed of trust lien on the real property located in the California, Washington and Nevada, which deed of trust lien shall secure the obligations of each of the Guarantors.

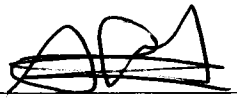
Unless otherwise indicated, a reference to currency means Canadian currency.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Debenture to be executed by a duly authorized officer.

DATED for reference this 8th day of February, 2019.

CROP INFRASTRUCTURE CORP.

Per: 

Authorized Signatory

(*See terms and conditions attached hereto as Schedule "A"*)

SCHEDULE "A"

TERMS AND CONDITIONS FOR DEBENTURE

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the meanings set out below.

(a) "**Applicable Securities Laws**" means the securities laws, regulations, policies, notices, rulings and orders in the Provinces of British Columbia and Ontario;

(b) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

(c) "**Company**" means Crop Infrastructure Corp. and its successors and assigns;

(d) "**Common Shares**" means fully-paid and non-assessable common shares in the capital of the Company as constituted on the date hereof which the Debentureholder is entitled to receive upon the conversion of the Debenture pursuant to Article 5;

(e) "**Conversion Date**" or "**Date of Conversion**" means the date on which a written notice of conversion is received by the Company pursuant to §5.2(a);

(f) "**Conversion Price**" means, subject to §5.3, $0.30 per Common Share;

(g) "**Conversion Rights**" means the rights of the Debentureholder to convert the Debenture into Common Shares pursuant to Article 5;

(h) "**Debenture**" means this secured convertible debenture as supplemented, amended or otherwise modified, renewed or replaced from time to time;

(i) "**Events of Default**" shall have the meaning set forth in §6.1;

(j) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(k) "**Excluded Security**" means any: (a) Common Shares issuable upon the due exercise or conversion of outstanding securities of the Company as of the Issue Date, (b) Common Shares issuable in connection with any *bona fide* arm's length acquisition, amalgamation, joint venture or business combination involving the Company up to a maximum of $5,000,000 in value, and (c) any stock options granted to eligible recipients under the Company's stock option plan;

(l) "**Guaranty**" means a guaranty agreement executed concurrently herewith from Guarantor for the benefit of Debentureholder, as the same may be amended, supplemented or restated from time to time.

(m) "**Guarantor**" means collectively, Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC, together with their successors and assigns.

(n) "**Interest**" means any accrued but unpaid interest with respect to the Principal Amount;

(o) "**Issue Date**" means February 8, 2019;

(p) "**Law**" includes any law (including common law and equity), statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Official Body;

(q) "**Liquidity Event**" shall have the meaning set forth in §3.2;

(r) "**Maturity Date**" means February 8, 2021;

(s) "**Obligations**" shall have the meaning set forth in §3.1;

(t) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal or arbitrator, whether foreign or domestic;

(u) "**Other Debentures**" means each of the other secured convertible debentures issued on the Issue Date, or subsequent tranches, and having the same material terms as the Debenture;

(v) "**Pacific Time**" means the local time in Vancouver, British Columbia, Canada;

(w) "**Person**" means an individual, partnership, corporation, trust, unincorporated association, joint venture or government or any agent, instrument or political subdivision thereof;

(x) "**Principal Amount**" means the principal amount outstanding under this Debenture from time to time; and

(y) "**USA**", "**United States**", or "**U.S.**" means the United States of America, its territories and possessions and any state of the United States, and the District of Columbia.

1.2 Interpretation

For the purposes of this Debenture, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subclause or other subdivision or Schedule;

(b) a reference to an Article means an Article of this Debenture and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Debenture so designated;

(c) the headings are for convenience only, do not form a part of this Debenture and are not intended to interpret, define or limit the scope, extent or intent of this Debenture or any of its provisions;

(d) the word "including", when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as "without limitation" or "but not limited to" or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) unless otherwise indicated, a reference to currency means Canadian currency; and

(f) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2
DEBENTURE

2.1 Principal Amount

The Company agrees to repay to the Debentureholder the Principal Amount of the Debenture, together with interest thereon, by 5:00 p.m. (Pacific Time) on the Maturity Date, subject to the early redemption or conversion of the Debenture, as applicable, pursuant to the terms set forth in §2.4 and Article 5 respectively.

2.2 Interest on Debenture

The Debenture will bear interest at 10% per annum on the Principal Amount from the date of issue (the "**Issue Date**"). Interest is to be calculated from the date noted above and payable quarterly in cash in arrears on the last Business Day of March, June, September and December of each year. The first interest payment will be made on March 29, 2019 and will consist of interest accrued from and including the Issue Date to but excluding March 29, 2019. If the Debentureholder elects, it can be paid in Shares at the Conversion Price.

2.3 Payment of Principal Amount and Interest on Debenture

Any Principal Amount together with any Interest thereon as of the Maturity Date will be paid in full by the Company as at such date.

2.4 Early Redemption of Debenture

The Principal Amount together with any Interest thereon may be prepaid by the Company prior to Maturity Date, after May ●, 2019, upon providing 30 days' notice to the Debentureholder.

2.5 Use of Proceeds

The proceeds of the Debenture shall be used for the ongoing development of the Company's business model and for general working capital purposes.

2.6 Outstanding Balance

Notwithstanding the stated Principal Amount of this Debenture, the actual outstanding balance of the Debenture from time to time shall be the aggregate outstanding Principal Amount of the Debenture, together with any accrued and unpaid Interest thereon payable by the Company to the Debentureholder pursuant to this Debenture.

ARTICLE 3
SUBORDINATION

3.1 Security

The indebtedness evidenced by the Debenture, including the Principal Amount thereof and any interest thereon, and all other obligations and liability of the Company to the Debentureholder pursuant to this Debenture (collectively, the "**Obligations**"), shall be secured against the assets of the Company pursuant to the terms of a general security agreement of the Company issued in favor of the Debentureholders. In addition, the Obligations will be guaranteed by the Guarantor pursuant to the Guaranty, which Guaranty will be secured against the assets of the Company pursuant to the terms of a general security agreement of each Guarantor issued in favor of the Debentureholders and a pledge of the Company's equity interest in each Guarantor.

3.2 Distribution on Dissolution, Etc.

Upon any sale, in one transaction or a series of transactions, of all, or substantially all, of the assets of the Company or distribution of the assets of the Company upon any dissolution or winding-up or total liquidation of the Company, whether in bankruptcy, liquidation, re-organization, insolvency, receivership or other similar proceedings or upon an assignment to or for the benefit of creditors of the Company or otherwise (each a "**Liquidating Event**"), the proceeds of such Liquidating Event will be delivered to the Debentureholder in satisfaction of the Obligations.

3.3 Certificate Regarding Creditors

Upon any payment or distribution of assets of the Company referred to in this Article 3, the Debentureholder shall be entitled to rely upon a certificate of the trustee in bankruptcy, receiver, assignee of or for benefit of creditors or other liquidating agent of the Company making such payment or distribution, delivered to the Debentureholder, for the purpose of ascertaining the persons entitled to participate in such distribution, and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 3.

3.4 Rights of Debentureholder Reserved

Nothing contained in this Article 3 or elsewhere in this Debenture is intended to or shall impair, as between the Company and the Debentureholder, the obligation of the Company, which is absolute and unconditional, to pay to the Debentureholder the Principal Amount and Interest on the Debenture, as and when the same shall become due and payable in accordance with their terms, nor shall anything herein prevent the Debentureholder from exercising all remedies otherwise permitted by applicable Law upon default under this Debenture.

3.5 Payment of Debenture Permitted

Nothing contained in this Debenture shall:

(a) prevent the Company, at any time, from making payments of the Principal Amount, Interest and other amounts to the Debentureholder under this Debenture as herein provided;

(b) prevent the conversion of this Debenture into Common Shares as herein provided or as otherwise permitted according to Law, including in connection with a bankruptcy, reorganization, insolvency, or other arrangement with creditors, of the Company; and

(c) prevent the redemption of this Debenture by the Company as herein provided or as otherwise permitted according to Law.

3.6 Debenture to Rank *Pari Passu*

Each of the Other Debentures issued by the Company in conjunction with the issue of this Debenture, as soon as issued or negotiated shall, subject to the terms hereof, be equally and proportionately entitled to the benefits hereof as if all the Debentures had been issued and negotiated simultaneously.

ARTICLE 4
COVENANTS

4.1 Covenants of the Company

The Company covenants and agrees with the Debentureholder that, unless otherwise consented to in writing by the Debentureholder:

(a) **Reservation of Common Shares.** The Company shall at all times have reserved for issuance out of its authorized capital a sufficient number of Common Shares to satisfy its obligations to issue and deliver Common Shares upon the due conversion of the Debenture;

(b) **Approvals and Filings.** The Company shall, in connection with the execution and delivery of this Debenture and the possible conversion of the Debenture into Common Shares, obtain any and all statutory and regulatory approvals required to effect and complete the same and shall file all notices, reports and other documents required to be filed by or on behalf of the Company pursuant to Applicable Securities Laws in respect thereof, including the rules and regulations of the Exchange;

(c) **Resale Restrictions.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof from time to time will be subject to resale restrictions imposed under Applicable Securities Laws and applicable federal and "blue sky" securities laws of the United States and the rules of regulatory bodies having jurisdiction including, without limiting the generality of the foregoing, that the Common Shares so issued shall not be traded for a period of four months from the date of the execution of this Debenture except as permitted by Applicable Securities Laws and, if applicable, with the consent of the Exchange;

(d) **Restrictions in U.S.** This Debenture and the securities deliverable upon conversion hereof have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States. This Debenture may not be converted in the United States, or by or for the account or benefit of a U.S. person or a person in the United States, unless (i) the Common Shares are registered under the U.S. Securities Act and the applicable laws of any such state, or (ii) an exemption from such registration requirements is available, and (iii) the holder has complied with the requirements set forth in the Conversion Form attached hereto as Schedule "B"**.** For the purposes of this §4.1(d), "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act.

(e) **Certificate Legend.** A legend will be placed on the certificates representing the Common Shares issued on conversion of the Debenture denoting the restrictions on transfer imposed by Applicable Securities Laws and the policies of the Exchange, if applicable, including but not limited to the following legend:

> "Unless permitted under securities legislation, the holder of this security must not trade the security (or the common shares issuable on conversion thereof) before June 9, 2019."

(f) **Canadian Securities Laws.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof shall be made pursuant to an exemption from the prospectus requirements available to the Debentureholder or the Company in respect of the transactions contemplated herein under Applicable Securities Laws.

ARTICLE 5
CONVERSION OF DEBENTURE

5.1 Conversion Privilege and Conversion Price

The Debentureholder shall have the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, subject to early redemption, to convert to Common Shares, all or any part of the outstanding Principal Amount together with any accrued and unpaid Interest on the Conversion Date, at the Conversion Price.

5.2 Manner of Exercise of Right to Convert or Purchase

(a) The Debentureholder may, at any time following the Issue Date and at any time while any portion of the Principal Amount is outstanding under this Debenture, convert the outstanding Principal Amount together

with any accrued and unpaid Interest on the Conversion Date, in whole or in part, into Common Shares at the Conversion Price, by delivering to the Company the conversion form attached hereto as Schedule "B" executed by the Debentureholder or the Debentureholder's attorney duly appointed by an instrument in writing, exercising the Debentureholder's right to convert the Debenture in accordance with the provisions of this Article 5. Thereupon, the Debentureholder or, subject to payment of all applicable stamp or security transfer taxes or other governmental charges, the Debentureholder shall be entitled to be entered in the books of the Company as at the Conversion Date (or such later date as is specified in §5.2(b) as the holder of the number of Common Shares into which the Debenture is convertible in accordance with the conversion form then received by the Company and the provisions of this Article 5 and, as soon as practicable thereafter, the Company shall deliver to the Debentureholder and/or, subject as aforesaid, the Debentureholder's nominee(s) or assignee(s), a certificate or certificates for such Common Shares affixed with all required legends;

(b) For the purposes of this Article 5, the Debenture shall be deemed to be converted on the Conversion Date on which the conversion form under §5.2(a) is actually received by the Company, provided that if such conversion form or notice is received on a day on which the register of Common Shares is closed, the person or persons entitled to receive Common Shares shall become the holder or holders of record of such Common Shares as at the date on which such register is next reopened;

(c) Any part of the Principal Amount together with any accrued and unpaid Interest may be converted as provided in §5.2(a); and

(d) The Debentureholder shall be entitled in respect of Common Shares issued upon conversion of the Debenture to dividends declared in favour of shareholders of record of the Company on and after the Conversion Date or such later date as the Debentureholder shall become the holder of record of such Common Shares pursuant to §5.2(b), from which applicable date any Common Shares so issued to the Debentureholder shall for all purposes be and be deemed to be outstanding as fully paid and non-assessable.

5.3 Adjustment of Conversion Price

The Conversion Price in effect at any date shall be subject to adjustment from time to time as follows:

(a) If and whenever at any time while any portion of the Principal Amount is outstanding under this Debenture (referred to in this §5.3 as the "**Time of Expiry**"), the Company shall:

(i) subdivide, redivide or change its Common Shares into a greater number of shares,

(ii) consolidate, reduce or combine its Common Shares into a lesser number of shares, or

(iii) issue Common Shares to all or substantially all of the holders of its Common Shares by way of a stock dividend or other distribution on such Common Shares payable in Common Shares (other than dividends paid in the ordinary course);

(any such event being hereinafter referred to as a "**Capital Reorganization**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in effect on the effective date of such event referred to in §5.3(a) or §5.3(b) or on the record date of such stock dividend referred to in §5.3(c), as the case may be, by a fraction, the numerator of which shall be the number of Common Shares outstanding before giving effect to such Capital Reorganization and the denominator of which shall be the number of Common Shares outstanding after giving effect to such Capital Reorganization. Such adjustment shall be made successively whenever any Capital Reorganization shall occur and any such issue of Common Shares by way of a stock dividend or other such distribution shall be deemed to have been made on the record date thereof for the purpose of calculating the number of outstanding Common Shares under §5.3(a) and §5.3(b);

(b) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share (or having a conversion or exchange price per share) of less than 95% of the Current Market Price (as defined below) per Common Share on such record date (any such event being hereinafter referred to as a "**Rights Offering**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number equal to the number determined by dividing the aggregate purchase price of the additional Common Shares offered for subscription or purchase by such Current Market Price per Common Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the number of the additional Common Shares offered for subscription or purchase. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purpose of any such computation. Such adjustment, if having received prior Exchange approval, shall be made successively whenever such a record date is fixed. To the extent that such Rights Offering is not made or any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(c) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the distribution to all or substantially all the holders of its Common Shares of:

(i) shares of any class whether of the Company or any other corporation (excluding dividends paid in the ordinary course);

(i) rights, options or warrants;

(ii) evidences of indebtedness; or

(iii) other assets or property (excluding dividends paid in the ordinary course);

and if such distribution does not constitute a Capital Reorganization or a Rights Offering or does not consist of rights, options or warrants entitling the holders, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share or having a conversion or exchange price per share of at least 95% of the Current Market Price per Common Share on such record date (any such non-excluded event being hereinafter referred to as a "**Special Distribution**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price per Common Share determined on such record date, less the excess of the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of such Special Distribution over the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of the consideration therefor, if any, received by the Company and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by such Current Market Price per Common Share. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purposes of any such computation. Such adjustment shall be made successively whenever such a record date is fixed. The extent that such Special Distribution is not so made or to the extent any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(d) For the purpose of any computation under §5.3(b) or §5.3(c), the "**Current Market Price**" per Common Share at any date shall be the closing market price per share of such Common Shares on the day immediately preceding such date on the Exchange;

(e) If and whenever at any time prior to the Time of Expiry, there is a reclassification or change of Common Shares into other shares or there is a consolidation, merger, reorganization or amalgamation of the Company with or into another corporation or entity that results in any reclassification of Common Shares or a change of Common Shares into other shares or there is a transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another person (any such event being hereinafter referred to as a "**Reclassification of Common Shares**"), the Debentureholder shall be entitled to receive and shall accept, upon the exercise of the Debentureholder's right of conversion at any time after the effective date thereof, in lieu of the number of Common Shares of the Company to which the Debentureholder was theretofore entitled on conversion, the kind and amount of shares or other securities or money or other property that the Debentureholder would have been entitled to receive as a result of such Reclassification of Common Shares, if, on the effective date thereof, the Debentureholder had been the registered holder of the number of such Common Shares to which the Debentureholder was theretofore entitled upon conversion, subject to adjustment thereafter in accordance with provisions the same, as nearly as may be possible, as those contained in this §5.3;

(f) In any case in which this §5.3 shall require that an adjustment become effective immediately after a record date or agreement date for an event referred to herein, the Company may defer, until the occurrence of such event, issuing or transferring to the Debentureholder who converts on a Conversion Date after such record date or agreement date and before the occurrence of such event the additional Common Shares issuable upon conversion by reason of the adjustment of the Conversion Price required by such event before giving effect to such adjustment; provided, however, that the Company shall deliver to the Debentureholder an appropriate instrument evidencing the Debentureholder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares on and after the Date of Conversion or such later date as the Debentureholder would, but for the provisions of this §5.3(f), have become the holder of record of such additional Common Shares pursuant to §5.3(c);

(g) Except for any Excluded Securities, if any Common Shares of the Company are issued or sold for a price less than $0.30 per Common Share prior to conversion or repayment of the Debentures (the "**Repayment Date**"), the Conversion Price of the Debentures will be adjusted downward to the price of such issuance, subject to prior approval of the Exchange;

(h) In case the Company after the date hereof shall take any action affecting its Common Shares, other than any action described in this §5.3, which in the opinion of the Debentureholder, acting reasonably, would materially affect the conversion rights of the Debentureholder, the Conversion Price shall be adjusted in such manner, at such time and by such action by the directors of the Company, as they may determine, acting reasonably, to be equitable to the Debentureholder and the Company in the circumstances, but subject in all cases to any necessary regulatory approval;

The adjustments provided for in this §5.3 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this §5.3, provided that, notwithstanding any other provision of this §5.3, no adjustment shall be made which would result in any increase in the Conversion Price (except upon a consolidation, reduction or combination of outstanding Common Shares) and no adjustment of the Conversion Price shall be required unless such adjustment would require a decrease of at least 1% in the Conversion Price then in effect; provided, however, that any adjustments which by reason of this subsection (h) are not required to be made shall be carried forward and taken into account in any subsequent adjustment;

(i) In the event that the Exchange or any securities regulatory body of an applicable jurisdiction does not approve a requested downward Conversion Price adjustment as provided for under this Debenture, then such adjustment shall be reduced to the maximum permitted price, and any such shortfall will be paid to the Debentureholder in cash, securities, or a combination thereof by the Company, at the reasonable discretion of the board of directors of the Company, to achieve a substantially similar economic result to the Debentureholder subject to compliance with the rules and policies of the Exchange or applicable securities regulatory body;

(j) In the event of any dispute arising with respect to the adjustments provided in this §5.3, such question shall be conclusively determined by a firm of chartered accountants appointed by the Company (who may be auditors of the Company) and acceptable to the Debentureholder, acting reasonably. Such accountants shall have access to all necessary records of the Company and such determination shall be binding upon the Company and the Debentureholder;

(k) Notwithstanding any other provision herein contained, no adjustment to the Conversion Price shall be made in respect of any event described in this §5.3 (other than the events referred to in paragraphs (i) and (ii) of subsection (a)), if the Debentureholder is entitled, without converting the Debenture, to participate in such event on the same terms mutatis mutandis as if the Debentureholder had converted the Debenture into Common Shares prior to or on the effective date or record date of such event; and

5.4 No Requirement to Issue Fractional Shares

The Company shall not be required to issue fractional Common Shares upon the conversion of the Debenture pursuant to this Article 5.

5.5 Certificate as to Adjustment

The Company shall from time to time forthwith after the occurrence of any event which requires adjustment or readjustment as provided in §5.3, deliver to the Debentureholder at the Debentureholder's address set forth on the final page hereof, an officer's certificate specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation are based.

5.6 Redemption of Debenture

Notwithstanding anything to the contrary contained herein, this Debenture will be redeemable at the option of the Company prior to 5:00 p.m. (Pacific Time) on the Maturity Date, pursuant to the terms set forth in §2.4.

ARTICLE 6
EVENTS OF DEFAULT

6.1 General

The occurrence of any one or more of the following events ("**Events of Default**") will constitute a default hereunder (whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court of any order, rule or regulation of any administrative or governmental body):

(a) **Non-Compliance:** the Company fails to observe or perform one or more material covenants, agreements, conditions or obligations in favour of the Debentureholder, including a failure to pay any or all of the Principal Amount, interest and other monies due under the Debenture when due, and if the Company or any Guarantor defaults pursuant to the general security agreement of the Company issued in favor of the Debentureholders, and such failure continues unremedied for a period of 15 days after the Debentureholder gives notice thereof to the Company;

(b) **Securities Commissions Filings:** if the Company misses any required material filing with a securities commission or ceases to be a reporting issuer ("**Default Date**"). However, the Company will have a cure period of 15 days after the date of such Default Date to complete the required filings and have any cease trade orders lifted;

(c) **Bankruptcy or Insolvency:** the Company becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, or a bankruptcy petition is filed or presented against the Company, or the Company commits or threatens to commit an act of bankruptcy;

(d) **Receivership:** a receiver or receiver manager of the Company is appointed under any statute or pursuant to any document issued by the Company;

(e) **Compromise or Arrangement:** any proceedings with respect to either of the Company are commenced under the compromise or arrangement provisions of the corporations statute pursuant to which the Company is governed, or the Company enters into an arrangement or compromise with any or all of its creditors pursuant to such provisions or otherwise;

(f) **Companies' Creditors Arrangement Act:** any proceedings with respect to the Company are commenced in any jurisdiction under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation;

(g) **Liquidation:** an order is made, a resolution is passed, or a petition is filed, for the liquidation, dissolution or winding-up of the Company; and

(h) **Pari Passu:** the Company issues any debt or security which rank senior or pari passu to the Debentures.

ARTICLE 7
RIGHTS, REMEDIES AND POWERS

7.1 Upon Default

Upon the occurrence of an Event of Default and at any time thereafter, so long as such Event of Default is continuing, the Debentureholder may exercise any or all of the rights, remedies and powers of the Debentureholder under any applicable legislation or otherwise existing, whether under this Debenture or any other agreement or at law or in equity, and in addition will have the right and power (but will not be obligated) to declare any or all of the Debenture to be immediately due and payable.

7.2 Waiver

The Debentureholder in its absolute discretion may at any time and from time to time by written notice waive any breach by the Company of any of its covenants or agreements herein. No failure or delay on the part of the Debentureholder to exercise any right, remedy or power given herein or by any other existing or future agreement or now or hereafter existing by statute, at law or in equity will operate as a waiver thereof, nor will any single or partial exercise of any such right, remedy or power preclude any other exercise thereof or the exercise of any other such right, remedy or power, nor will any waiver by the Debentureholder be deemed to be a waiver of any subsequent, similar or other event.

ARTICLE 8
OTHER AGREEMENTS

8.1 Withholding Taxes

If the Company is obliged to withhold any payment hereunder on account of present or future taxes, duties, assessments or other governmental charges required by Law, the Company shall make such withholding or deduction and pay the balance owing to the Debentureholder.

8.2 Amendment and Waiver

Neither this Debenture nor any provision hereof may be amended, waived, discharged or terminated except by a document in writing executed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

8.3 Notices and Other Instruments

Any notice, demand or other communication required or permitted to be given to any party hereunder shall be in writing and shall be:

(a) personally delivered to such party; or

(b) except during a period of strike, lock-out or other postal disruption, sent by double registered mail, postage prepaid to the address of such party set forth on page one; or

(c) sent by facsimile transmission or other means of electronic communication to the address of such party set forth on page one;

(d) and shall be deemed to have been received by such party on the earliest of the date of delivery under subsection (a), the actual date of receipt when mailed under subsection (b) and the Business Day following the date of communication under subsection (c). Any party may give written notice to the other parties of a change of address to some other address, in which event any communication shall thereafter be given to such party as hereinbefore provided, at the last such changed address of which the party communication has received written notice.

8.4 Maximum Rate

Notwithstanding any other provisions of this Debenture or any other agreement, the maximum amount (including interest and any other consideration) payable to the Debentureholder in connection with the Obligations and each part thereof shall not exceed the maximum allowable return permitted under the laws of British Columbia and the laws of Canada applicable therein, and the provisions of this Debenture and all other existing and future agreements are hereby modified to the extent necessary to effect the foregoing.

8.5 Successors and Assigns

This Debenture shall be binding upon the Company and its successors. This Debenture is neither transferable nor assignable.

8.6 Headings, etc.

The division of this Debenture into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

8.7 Severability

The provisions of this Debenture are intended to be severable. If any provision of this Debenture shall be deemed by any court of competent jurisdiction or held to be invalid or void or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

8.8 Modification

From time to time the Company may modify the terms and conditions hereof for any purpose not inconsistent the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein.

8.9 Governing Law

This Debenture shall be governed by and construed in accordance with the laws of the Province of British Columbia and of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE JUNE 9, 2019.

THE WARRANTS REPRESENTED HEREBY WILL BE VOID AND OF NO VALUE AFTER 5:00 PM (VANCOUVER TIME) ON FEBRUARY 8, 2022.

CROP INFRASTRUCTURE CORP.
(Incorporated under the laws of British Columbia)

Certificate Number: **2019-01** **12,250,000** Warrants to Purchase
12,250,000 Shares

COMMON SHARE PURCHASE WARRANTS

THIS IS TO CERTIFY THAT, for value received, **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** or its lawful assignee (the "**Holder**") is entitled to subscribe for and purchase up to **12,250,000** fully paid and non-assessable common shares without par value (collectively, the "**Shares**" and individually, a "**Share**") in the capital of Crop Infrastructure Corp. (the "**Company**") at any time on or before 5:00 p.m. Vancouver time on February 8, 2022 (the "**Expiry Date**"), at a price of $0.50 per Share, subject, however, to the provisions and upon the Terms and Conditions attached hereto as Schedule "A" and forming part hereof.

The rights represented by this Warrant Certificate may be exercised by the Holder, in whole or in part (but not as to a fraction of a Share) by surrender of this Warrant Certificate (properly endorsed as required), together with a Warrant Exercise Form in the form attached hereto as Appendix "B", duly completed and executed, to the Company at Suite 600 - 535 Howe Street, Vancouver, BC V6C 2Z7, Attention: Chief Financial Officer, or such other address as the Company may from time to time in writing direct, together with a certified cheque or bank draft payable to or to the order of the Company in payment of the purchase price of the number of Shares subscribed for. The Holder is advised to read "Instruction to Holders" attached hereto as Appendix "A" for details on how to complete the Warrant Exercise Form (as such term is defined in Schedule "A").

[Signature Page to Follow]

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed by its duly authorized officer, this 8th day of February, 2019.

CROP INFRASTRUCTURE CORP.

Per: _____
Authorized Signatory

SCHEDULE "A"

TERMS AND CONDITIONS
ATTACHED TO COMMON SHARE PURCHASE WARRANTS
ISSUED BY CROP INFRASTRUCTURE CORP.
(the "Company")

Each Warrant of the Company, whether single or part of a series, is subject to these Terms and Conditions as they were at the date of issue of the Warrant.

PART 1

DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Terms and Conditions, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

(a) "**Company**" means Crop Infrastructure Corp. and includes any successor corporations;

(b) "**Company's auditor**" means the accountant duly appointed as auditor of the Company;

(c) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(d) "**Exercise Price**" means $0.50 per Share or as may be adjusted as per §4.7;

(e) "**Expiry Date**" means the date defined as such on the face page of the Warrant Certificate;

(f) "**Expiry Time**" means 5:00 p.m. Vancouver time on the Expiry Date;

(g) "**Holder**" means the registered holder of a Warrant;

(h) "**person**" means an individual, corporation, partnership, trustee or any unincorporated organization, and words importing persons have a similar meaning;

(i) "**Shares**" or "**shares**" means the common shares in the capital of the Company, and any shares resulting from any event referred to in §5.2;

(j) "**Warrant**" means a warrant as evidenced by this Warrant Certificate, whereby one (1) Warrant entitles the holder thereof to purchase one (1) Share of the Company (subject to adjustment) on or before the Expiry Date at the Exercise Price;

(k) "**Warrant Certificate**" means the certificate evidencing the Warrant;

(l) "**Warrant Exercise Form**" means Appendix "B" hereof; and

(m) "**Warrant Transfer Form**" means Appendix "C" hereof.

Interpretation

1.2 In these Terms and Conditions, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision;

(b) a reference to a Part means a Part of these Terms and Conditions and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of these Terms and Conditions so designated;

(c) the headings are for convenience only, do not form a part of these Terms and Conditions and are not intended to interpret, define or limit the scope, extent or intent of these Terms and Conditions or any of its provisions;

(d) all dollar amounts referred to herein are expressed in Canadian funds;

(e) time will be of the essence hereof; and

(f) words importing the singular number include the plural and vice versa, and words importing the masculine gender include feminine and neuter genders.

Applicable Law

1.3 The Warrants will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto and will be treated in all respects as legal contracts under the laws of the Province of British Columbia.

PART 2

ISSUE OF WARRANTS

Additional Warrants

2.1 The Company may at any time and from time to time issue Warrants or grant options or similar rights to purchase shares of in its capital.

Issue in Substitution for Lost Warrants

2.2 In case a Warrant Certificate will become mutilated, lost, destroyed or stolen, the Company in its discretion may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen in exchange for, and in place of, and upon cancellation of, such mutilated Warrant Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Warrant Certificate, and the Warrants represented by such substituted Warrant Certificate will be entitled to the benefit hereof and rank equally in accordance with its terms with all other Warrants of the same issue. The Company may charge a reasonable fee for the issuance and delivery of a new Warrant Certificate.

2.3 The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of the issue thereof and in the case of loss, destruction or theft furnish to the Company such evidence of ownership, and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion; and such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion and will pay the reasonable charges of the Company in connection therewith.

Holder not a Shareholder

2.4 The holding of a Warrant will not constitute the Holder a shareholder of the Company, nor entitle the Holder to any right or interest in respect thereof, except as expressly provided in the Warrant Certificate.

Securities Law Exemption

2.5 The Holder acknowledges and agrees that the Warrants and any Shares issued pursuant to the exercise of any Warrants have been or will be issued only on a "private placement" basis and that the Company has no obligation to, and does not intend to, file any prospectus or registration statement in any jurisdiction in order to qualify any of such Warrants and/or Shares for resale.

PART 3

OWNERSHIP AND TRANSFER OF WARRANT

Exchange of Warrants

3.1 A Warrant Certificate in any authorized denomination, upon compliance with the reasonable requirements of the Company, may be exchanged for a Warrant Certificate(s) in any other authorized denomination of the same issue entitling the Holder to purchase an equal aggregate number of Shares at the same Exercise Price and on the same terms as the Warrant Certificate so exchanged.

3.2 Warrants may be exchanged only with the Company. Any Warrants tendered for exchange will be surrendered to the Company and cancelled.

3.3 Subject to compliance with applicable securities laws, the Warrants are transferable on the terms and conditions contained herein and by the Holder completing and submitting to the Company a completed and duly executed Warrant Transfer Form.

Charges for Exchange

3.4 On exchange of Warrants, the Company, except as otherwise herein provided, may charge a reasonable fee for each new Warrant Certificate issued, and payment of any transfer taxes or governmental or other charges required to be paid will be made by the party requesting such exchange.

Ownership of Warrants

3.5 The Company may deem and treat the Holder of a Warrant as the absolute owner of such Warrant for all purposes and will not be affected by any notice or knowledge to the contrary.

Notice to Holder

3.6 Unless herein otherwise expressly provided, any notice to be given hereunder to a Holder will be deemed to be validly given, if mailed to the address of the Holder as set out on the Warrant Certificate. Any notice so given will be deemed to have been received five days from the date of mailing to the Holder or any market intermediary then holding the Warrants of the Holder in any trust account.

PART 4

EXERCISE OF WARRANTS

Method of Exercise of Warrants

4.1 The right to purchase Shares conferred by a Warrant may be exercised by the Holder surrendering the Warrant Certificate, together with a duly completed and executed Warrant Exercise Form and a certified cheque or bank draft payable to, or to the order of, the Company at the address as set out on the Warrant Certificate, for the purchase price applicable at the time of surrender in respect of the shares subscribed for in lawful money of Canada to the Company at the address as set out on the Warrant Exercise Form.

Effect of Exercise of Warrants

4.2 Upon surrender and payment as aforesaid, the shares so subscribed for will be deemed to have been issued, and the Holder will be deemed to have become the holder of such shares on the date of such surrender and payment, and such shares will be issued at the Exercise Price as may be adjusted in the events and in the manner described herein.

4.3 Within 10 business days after surrender and payment as aforesaid, the Company will forthwith cause to be delivered to the person in whose name the shares are directed to be registered as specified in such Warrant Exercise Form, or if no such direction is given, the Holder, a certificate for the appropriate number of shares not exceeding those which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

Subscription for Less than Entitlement

4.4 A Holder may purchase a number of shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of shares less than the number which can be purchased pursuant to a Warrant Certificate, the Holder, upon exercise thereof, will, in addition to certificates representing shares issued on such exercise, and be entitled to receive a new Warrant Certificate in respect of the balance of the shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate but which were not then purchased.

Warrants for Fractions of Shares

4.5 To the extent that a Holder is entitled to receive on the exercise or partial exercise thereof a fraction of a share, such right may be exercised in respect of such fraction only in combination with another Warrant which in the aggregate will entitle the Holder to receive a whole number of shares.

Expiration of Warrants

4.6 After the Expiry Date, all rights under the Warrants will wholly cease and terminate, and the Warrants will thereupon be void and of no effect.

Exercise Price

4.7 The price per share which must be paid to exercise a Warrant is the Exercise Price, as may be adjusted in the events and in the manner described herein.

PART 5

ADJUSTMENTS

Adjustments

5.1 If during the term of the Warrants, the Company issues warrants with an exercise price below $0.50 (the "**Offering Warrant Price**"), the Company will adjust the exercise price of the Warrants downward to the to the greater of the (a) the price of such issuance; and (b) the closing market price of the Common Shares on the Exchange on the trading day prior to public dissemination of the news release disclosing the issuance of the Debenture, less the maximum discount permitted by Exchange policies. Further, if during the term of the Warrants, the Company issues warrants with an exercise price below $0.50, the Company will, subject to prior approval from the Exchange, issue to the Holder special warrants at the reduced Exercise Price equal to the number of Warrants that would have been issued if the reduced Conversion Price (as defined in the subscription agreement) was used to calculate the number of Warrants issued on the Issue Date (as defined in the subscription agreement). Under such circumstances, the Company agrees to undertake commercially reasonable efforts to obtain such Exchange approval, and will keep the Debentureholder, or its agent thereof, reasonably updated and informed with respect to the approval process with the Exchange.

5.2 If and whenever the Shares will be subdivided into a greater or consolidated into a lesser number of shares, or in the event of any payment by the Company of a stock dividend (other than a dividend paid in the ordinary course), or in the event that the Company conducts a rights offering to its shareholders, the exercise price will be decreased or increased proportionately as the case may be. Upon any such subdivision, consolidation, payment of a stock dividend or rights offering, the number of shares deliverable upon the exercise of a Warrant and the exercise price of the Warrant will be increased or decreased proportionately as the case may be.

5.3 In case of any reclassification of the capital of the Company, or in the case of the merger, reorganization or amalgamation of the Company with, or into any other company or of the sale of substantially all of the property and assets of the Company to any other company, each Warrant will, after such reclassification of capital, merger, amalgamation or sale, confer the right to purchase that number of shares or other securities or property of the Company or of the company resulting from such reclassification, merger, amalgamation, or to which such sale will be made, as the case may be, which the Holder would then hold if the Holder had exercised the Holder's rights under the Warrant before reclassification of capital, merger, amalgamation or sale; and in any such case, if necessary, appropriate adjustments will be made in the application of the provisions set forth in this Part 5 with respect to the rights and interest thereafter of the Holders to the end that the provisions set forth in this Part 5 will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any Shares or other securities or property thereafter deliverable on the exercise of a Warrant.

5.4 The adjustments provided for in this Part 5 are cumulative.

Determination of Adjustments

5.5 If any question will at any time arise with respect to any adjustments to be made under §5.1 and §5.2, such question will be conclusively determined by the Company's auditor, or, if the Company's auditor declines to so act, any other chartered accountant in Vancouver, British Columbia that the Company may designate (acting reasonably) and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

Hold Period

5.6 The Shares received by the Holder upon the exercise of the Warrants may be subject to a hold period as determined by the *Securities Act* (British Columbia), the rules and policies of the Exchange and/or other applicable securities laws.

PART 6

COVENANTS BY THE COMPANY

Reservation of Shares

6.1 The Company will reserve, and there will remain unissued out of its authorized capital, a sufficient number of shares to satisfy the rights of purchase provided for in all Warrants from time to time outstanding.

PART 7

MODIFICATION OF TERMS, SUCCESSORS

Modification of Terms and Conditions for Certain Purposes

7.1 From time to time the Company may, subject to the provisions of the Warrant Certificate, when so directed by the Holders, modify the terms and conditions hereof, for any one or more or all of the following purposes:

(a) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of counsel for the Company, are necessary or advisable in the circumstances;

(b) making such provisions not inconsistent herewith as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of Warrants on any stock exchange or house;

(c) adding to or altering the provisions hereof in respect of the registration of Warrants making provision for the exchange of Warrant Certificates of different denominations; and making any modification in the form of Warrant Certificates which does not affect the substance thereof;

(d) for any other purpose not inconsistent with the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein; and

(e) to evidence any succession of any corporation and the assumption by any successor of the covenants of the Company herein and in the Warrants contained as provided hereafter in this Part 7.

Company may Amalgamate on Certain Terms

7.2 Nothing herein contained will prevent any amalgamation or merger of the Company with or into any other company, or the sale of the property or assets of the Company to any company lawfully entitled to acquire the same; provided however that the company formed by such merger or amalgamation or which acquires by conveyance or transfer all or substantially all the properties and assets of the Company will, simultaneously with such amalgamation, merger, conveyance or transfer, assume the due and punctual performance and observance of all the covenants and conditions hereof to be performed or observed by the Company and will succeed to and be substituted for the Company, and such changes in phraseology and form (but not in substance) may be made in the Warrant Certificate as may be appropriate in view of such amalgamation, merger or transfer.

Additional Financings

7.3 Nothing herein contained will prevent the Company from issuing any other securities or rights with respect thereto during the period within which a Warrant is exercisable, upon such terms as the Company may deem appropriate.

APPENDIX "A"

INSTRUCTIONS TO HOLDERS

TO EXERCISE:

To exercise Warrants, the Holder must complete, sign and deliver the Warrant Exercise Form, attached as Appendix "B" and deliver the Warrant Certificate(s) to the Company, indicating the number of common shares to be acquired.

TO TRANSFER:

To transfer Warrants, and subject to compliance with applicable securities laws, the Holder must complete, sign and deliver the Warrant Transfer Form, attached as Appendix "C" and deliver the Warrant Certificate(s) to the Company. The Company may require such other certificates or opinions to evidence compliance with applicable securities legislation in Canada.

To transfer Warrants, the Warrant Holder's signature on the Warrant Transfer Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

GENERAL:

If forwarding any documents by mail, registered mail must be employed.

If the Warrant Exercise Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the Warrant Certificate must also be accompanied by evidence of authority to sign satisfactory to the Company.

The address of the Company is:

Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

[End of Appendix "A"]

APPENDIX "B"

WARRANT EXERCISE FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

The undersigned Holder of the within Warrants hereby subscribes for _____ common shares (the "**Shares**") of Crop Infrastructure Corp. (the "**Company**") pursuant to the within Warrants on the terms and price specified in the Warrants. This subscription is accompanied by a certified cheque or bank draft payable to or to the order of the Company for the whole amount of the purchase price of the Shares.

The undersigned hereby directs that the Shares be registered as follows:

NAME(S) IN FULL	**ADDRESS(ES)**	**NUMBER OF SHARES**

If the Shares are issued prior to June 9, 2019, the certificate(s) will bear the following legends:

"Unless permitted under securities legislation, the holder of this security must not trade the security before June 9, 2019."

DATED this _____ day of _____, 201_____.

In the presence of:

_____ _____
Signature of Witness Signature of Holder

_____ _____
Witness's Name Name and Title of Authorized Signatory for the Holder

Please print below your name and address in full.

Legal Name _____

Address _____

_____

INSTRUCTIONS FOR SUBSCRIPTION

The signature to the subscription must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration. If the registration in respect of the certificates representing the Shares to be issued upon exercise of the Warrants differs from the registration of the Warrant Certificates the signature of the registered holder must be guaranteed by an authorized officer of a Canadian chartered bank, or of a major Canadian trust company, or by a medallion signature guarantee from a member recognized under the Signature Medallion Guarantee Program, or from a similar entity in the United States, if this transfer is executed in the United States, or in accordance with industry standards.

In the case of persons signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the form of subscription are being forwarded by mail, registered mail must be employed.

[End of Appendix "B"]

APPENDIX "C"

WARRANT TRANSFER FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

FOR VALUE RECEIVED, the undersigned holder of the within Warrants hereby sells, assigns and transfers to _____, _____ Warrants of Crop Infrastructure Corp. (the "**Company**") registered in the name of the undersigned on the records of the Company and irrevocably appoints _____ the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution.

The undersigned hereby directs that the Warrants hereby transferred be issued and delivered as follows:

NAME IN FULL	**ADDRESS**	**NUMBER OF WARRANTS**

DATED this _____ day of _____, 201_____.

_____ _____

Signature of Warrant Holder Signature Guaranteed

INSTRUCTIONS FOR TRANSFER

Signature of the Warrant Holder must be the signature of the person appearing on the face of this Warrant Certificate.

If the Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Company.

The signature on the Transfer Form must be guaranteed by a chartered bank or trust company, or a member firm of an approved signature guarantee medallion program. The guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

The Warrants will only be transferable in accordance with applicable laws. The Warrants and the common shares issuable upon exercise thereof have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under the securities laws of any state of the United States, and may not be transferred to or for the account or benefit of a U.S. person or any person in the United States without registration under the U.S. Securities Act and applicable state securities laws, or compliance with the requirements of an exemption from registration. "**United States**" and "**U.S. person**" are as defined in Regulation S under the U.S. Securities Act.

[End of Appendix "C"]

END OF DOCUMENT

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY (OR THE COMMON SHARES ISSUABLE ON CONVERSION THEREOF) BEFORE JUNE 9, 2019.

SECURED CONVERTIBLE DEBENTURE CERTIFICATE
Crop Infrastructure Corp.

(Incorporated under the laws of the Province of British Columbia)

DEBENTURE CERTIFICATE NO. **2019-02** **PRINCIPAL AMOUNT $250,000**

CROP INFRASTRUCTURE CORP. (the "**Company**"), for value received, hereby acknowledges itself indebted and promises to pay to **Plazacorp Investments Limited** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** (hereinafter referred to as the "**holder**" or the "**Debentureholder**") at any time following February 8, 2019 (the "**Issue Date**") but on or prior to February 8, 2021 (the "**Maturity Date**"), at such place as the Debentureholder may reasonably designate by notice in writing to the Company, the outstanding Principal Amount in the manner hereinafter provided, and to pay interest on the Principal Amount outstanding from time to time and owing hereunder to the date of payment as hereinafter provided, both before and after maturity or demand, default and judgement.

The Debentureholder has the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, to convert all or any portion of the outstanding Principal Amount into common shares of the Company (each, a "**Common Share**"), at a price of $0.30 per Common Share subject to adjustment as herein provided. At the option of the Debentureholder, any accrued and unpaid interest on the Debenture is convertible into Shares, in whole or in part at a price of $0.30 per Common Share subject to adjustment as herein provided. The Principal Amount of the Debentures and accrued but unpaid interest thereon, may be prepaid prior to Maturity Date, after June 9, 2019, upon providing 30 days' notice to the holders and may only be converted at the option of the Debentureholder. In the event that only part of the Principal Amount of the Debenture is converted into Shares, any accrued and unpaid interest will remain payable.

Conversion of all or any part of the Debenture may only be completed at the offices of the Company or such other office as the Company may advise the holder in writing. This Debenture is issued subject to the terms and conditions appended hereto as Schedule "A".

The obligations under this Debenture will be collaterally secured by the following: (a) a general security agreement constituting a charge and security interest in all of the personal property of the Company; (b) an unlimited guarantee of Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC (collectively, the "**Guarantor**") and collaterally secured by security agreements issued by each Guarantor; (c) a pledge of equity interest from the Company relating to the equity interests of each of the Guarantors; and (d) a first priority deed of trust lien on the real property located in the California, Washington and Nevada, which deed of trust lien shall secure the obligations of each of the Guarantors.

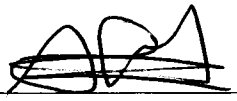
Unless otherwise indicated, a reference to currency means Canadian currency.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Debenture to be executed by a duly authorized officer.

DATED for reference this 8th day of February, 2019.

CROP INFRASTRUCTURE CORP.

Per: 

Authorized Signatory

(*See terms and conditions attached hereto as Schedule "A"*)

SCHEDULE "A"

TERMS AND CONDITIONS FOR DEBENTURE

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the meanings set out below.

(a) "**Applicable Securities Laws**" means the securities laws, regulations, policies, notices, rulings and orders in the Provinces of British Columbia and Ontario;

(b) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

(c) "**Company**" means Crop Infrastructure Corp. and its successors and assigns;

(d) "**Common Shares**" means fully-paid and non-assessable common shares in the capital of the Company as constituted on the date hereof which the Debentureholder is entitled to receive upon the conversion of the Debenture pursuant to Article 5;

(e) "**Conversion Date**" or "**Date of Conversion**" means the date on which a written notice of conversion is received by the Company pursuant to §5.2(a);

(f) "**Conversion Price**" means, subject to §5.3, $0.30 per Common Share;

(g) "**Conversion Rights**" means the rights of the Debentureholder to convert the Debenture into Common Shares pursuant to Article 5;

(h) "**Debenture**" means this secured convertible debenture as supplemented, amended or otherwise modified, renewed or replaced from time to time;

(i) "**Events of Default**" shall have the meaning set forth in §6.1;

(j) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(k) "**Excluded Security**" means any: (a) Common Shares issuable upon the due exercise or conversion of outstanding securities of the Company as of the Issue Date, (b) Common Shares issuable in connection with any *bona fide* arm's length acquisition, amalgamation, joint venture or business combination involving the Company up to a maximum of $5,000,000 in value, and (c) any stock options granted to eligible recipients under the Company's stock option plan;

(l) "**Guaranty**" means a guaranty agreement executed concurrently herewith from Guarantor for the benefit of Debentureholder, as the same may be amended, supplemented or restated from time to time.

(m) "**Guarantor**" means collectively, Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC, together with their successors and assigns.

(n) "**Interest**" means any accrued but unpaid interest with respect to the Principal Amount;

(o) "**Issue Date**" means February 8, 2019;

(p) "**Law**" includes any law (including common law and equity), statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Official Body;

(q) "**Liquidity Event**" shall have the meaning set forth in §3.2;

(r) "**Maturity Date**" means February 8, 2021;

(s) "**Obligations**" shall have the meaning set forth in §3.1;

(t) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal or arbitrator, whether foreign or domestic;

(u) "**Other Debentures**" means each of the other secured convertible debentures issued on the Issue Date, or subsequent tranches, and having the same material terms as the Debenture;

(v) "**Pacific Time**" means the local time in Vancouver, British Columbia, Canada;

(w) "**Person**" means an individual, partnership, corporation, trust, unincorporated association, joint venture or government or any agent, instrument or political subdivision thereof;

(x) "**Principal Amount**" means the principal amount outstanding under this Debenture from time to time; and

(y) "**USA**", "**United States**", or "**U.S.**" means the United States of America, its territories and possessions and any state of the United States, and the District of Columbia.

1.2 Interpretation

For the purposes of this Debenture, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subclause or other subdivision or Schedule;

(b) a reference to an Article means an Article of this Debenture and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Debenture so designated;

(c) the headings are for convenience only, do not form a part of this Debenture and are not intended to interpret, define or limit the scope, extent or intent of this Debenture or any of its provisions;

(d) the word "including", when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as "without limitation" or "but not limited to" or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) unless otherwise indicated, a reference to currency means Canadian currency; and

(f) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2
DEBENTURE

2.1 Principal Amount

The Company agrees to repay to the Debentureholder the Principal Amount of the Debenture, together with interest thereon, by 5:00 p.m. (Pacific Time) on the Maturity Date, subject to the early redemption or conversion of the Debenture, as applicable, pursuant to the terms set forth in §2.4 and Article 5 respectively.

2.2 Interest on Debenture

The Debenture will bear interest at 10% per annum on the Principal Amount from the date of issue (the "**Issue Date**"). Interest is to be calculated from the date noted above and payable quarterly in cash in arrears on the last Business Day of March, June, September and December of each year. The first interest payment will be made on March 29, 2019 and will consist of interest accrued from and including the Issue Date to but excluding March 29, 2019. If the Debentureholder elects, it can be paid in Shares at the Conversion Price.

2.3 Payment of Principal Amount and Interest on Debenture

Any Principal Amount together with any Interest thereon as of the Maturity Date will be paid in full by the Company as at such date.

2.4 Early Redemption of Debenture

The Principal Amount together with any Interest thereon may be prepaid by the Company prior to Maturity Date, after May ●, 2019, upon providing 30 days' notice to the Debentureholder.

2.5 Use of Proceeds

The proceeds of the Debenture shall be used for the ongoing development of the Company's business model and for general working capital purposes.

2.6 Outstanding Balance

Notwithstanding the stated Principal Amount of this Debenture, the actual outstanding balance of the Debenture from time to time shall be the aggregate outstanding Principal Amount of the Debenture, together with any accrued and unpaid Interest thereon payable by the Company to the Debentureholder pursuant to this Debenture.

ARTICLE 3
SUBORDINATION

3.1 Security

The indebtedness evidenced by the Debenture, including the Principal Amount thereof and any interest thereon, and all other obligations and liability of the Company to the Debentureholder pursuant to this Debenture (collectively, the "**Obligations**"), shall be secured against the assets of the Company pursuant to the terms of a general security agreement of the Company issued in favor of the Debentureholders. In addition, the Obligations will be guaranteed by the Guarantor pursuant to the Guaranty, which Guaranty will be secured against the assets of the Company pursuant to the terms of a general security agreement of each Guarantor issued in favor of the Debentureholders and a pledge of the Company's equity interest in each Guarantor.

3.2 Distribution on Dissolution, Etc.

Upon any sale, in one transaction or a series of transactions, of all, or substantially all, of the assets of the Company or distribution of the assets of the Company upon any dissolution or winding-up or total liquidation of the Company, whether in bankruptcy, liquidation, re-organization, insolvency, receivership or other similar proceedings or upon an assignment to or for the benefit of creditors of the Company or otherwise (each a "**Liquidating Event**"), the proceeds of such Liquidating Event will be delivered to the Debentureholder in satisfaction of the Obligations.

3.3 Certificate Regarding Creditors

Upon any payment or distribution of assets of the Company referred to in this Article 3, the Debentureholder shall be entitled to rely upon a certificate of the trustee in bankruptcy, receiver, assignee of or for benefit of creditors or other liquidating agent of the Company making such payment or distribution, delivered to the Debentureholder, for the purpose of ascertaining the persons entitled to participate in such distribution, and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 3.

3.4 Rights of Debentureholder Reserved

Nothing contained in this Article 3 or elsewhere in this Debenture is intended to or shall impair, as between the Company and the Debentureholder, the obligation of the Company, which is absolute and unconditional, to pay to the Debentureholder the Principal Amount and Interest on the Debenture, as and when the same shall become due and payable in accordance with their terms, nor shall anything herein prevent the Debentureholder from exercising all remedies otherwise permitted by applicable Law upon default under this Debenture.

3.5 Payment of Debenture Permitted

Nothing contained in this Debenture shall:

(a) prevent the Company, at any time, from making payments of the Principal Amount, Interest and other amounts to the Debentureholder under this Debenture as herein provided;

(b) prevent the conversion of this Debenture into Common Shares as herein provided or as otherwise permitted according to Law, including in connection with a bankruptcy, reorganization, insolvency, or other arrangement with creditors, of the Company; and

(c) prevent the redemption of this Debenture by the Company as herein provided or as otherwise permitted according to Law.

3.6 Debenture to Rank *Pari Passu*

Each of the Other Debentures issued by the Company in conjunction with the issue of this Debenture, as soon as issued or negotiated shall, subject to the terms hereof, be equally and proportionately entitled to the benefits hereof as if all the Debentures had been issued and negotiated simultaneously.

ARTICLE 4
COVENANTS

4.1 Covenants of the Company

The Company covenants and agrees with the Debentureholder that, unless otherwise consented to in writing by the Debentureholder:

(a) **Reservation of Common Shares.** The Company shall at all times have reserved for issuance out of its authorized capital a sufficient number of Common Shares to satisfy its obligations to issue and deliver Common Shares upon the due conversion of the Debenture;

(b) **Approvals and Filings.** The Company shall, in connection with the execution and delivery of this Debenture and the possible conversion of the Debenture into Common Shares, obtain any and all statutory and regulatory approvals required to effect and complete the same and shall file all notices, reports and other documents required to be filed by or on behalf of the Company pursuant to Applicable Securities Laws in respect thereof, including the rules and regulations of the Exchange;

(c) **Resale Restrictions.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof from time to time will be subject to resale restrictions imposed under Applicable Securities Laws and applicable federal and "blue sky" securities laws of the United States and the rules of regulatory bodies having jurisdiction including, without limiting the generality of the foregoing, that the Common Shares so issued shall not be traded for a period of four months from the date of the execution of this Debenture except as permitted by Applicable Securities Laws and, if applicable, with the consent of the Exchange;

(d) **Restrictions in U.S.** This Debenture and the securities deliverable upon conversion hereof have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States. This Debenture may not be converted in the United States, or by or for the account or benefit of a U.S. person or a person in the United States, unless (i) the Common Shares are registered under the U.S. Securities Act and the applicable laws of any such state, or (ii) an exemption from such registration requirements is available, and (iii) the holder has complied with the requirements set forth in the Conversion Form attached hereto as Schedule "B"**.** For the purposes of this §4.1(d), "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act.

(e) **Certificate Legend.** A legend will be placed on the certificates representing the Common Shares issued on conversion of the Debenture denoting the restrictions on transfer imposed by Applicable Securities Laws and the policies of the Exchange, if applicable, including but not limited to the following legend:

> "Unless permitted under securities legislation, the holder of this security must not trade the security (or the common shares issuable on conversion thereof) before June 9, 2019."

(f) **Canadian Securities Laws.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof shall be made pursuant to an exemption from the prospectus requirements available to the Debentureholder or the Company in respect of the transactions contemplated herein under Applicable Securities Laws.

ARTICLE 5
CONVERSION OF DEBENTURE

5.1 Conversion Privilege and Conversion Price

The Debentureholder shall have the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, subject to early redemption, to convert to Common Shares, all or any part of the outstanding Principal Amount together with any accrued and unpaid Interest on the Conversion Date, at the Conversion Price.

5.2 Manner of Exercise of Right to Convert or Purchase

(a) The Debentureholder may, at any time following the Issue Date and at any time while any portion of the Principal Amount is outstanding under this Debenture, convert the outstanding Principal Amount together

with any accrued and unpaid Interest on the Conversion Date, in whole or in part, into Common Shares at the Conversion Price, by delivering to the Company the conversion form attached hereto as Schedule "B" executed by the Debentureholder or the Debentureholder's attorney duly appointed by an instrument in writing, exercising the Debentureholder's right to convert the Debenture in accordance with the provisions of this Article 5. Thereupon, the Debentureholder or, subject to payment of all applicable stamp or security transfer taxes or other governmental charges, the Debentureholder shall be entitled to be entered in the books of the Company as at the Conversion Date (or such later date as is specified in §5.2(b) as the holder of the number of Common Shares into which the Debenture is convertible in accordance with the conversion form then received by the Company and the provisions of this Article 5 and, as soon as practicable thereafter, the Company shall deliver to the Debentureholder and/or, subject as aforesaid, the Debentureholder's nominee(s) or assignee(s), a certificate or certificates for such Common Shares affixed with all required legends;

(b) For the purposes of this Article 5, the Debenture shall be deemed to be converted on the Conversion Date on which the conversion form under §5.2(a) is actually received by the Company, provided that if such conversion form or notice is received on a day on which the register of Common Shares is closed, the person or persons entitled to receive Common Shares shall become the holder or holders of record of such Common Shares as at the date on which such register is next reopened;

(c) Any part of the Principal Amount together with any accrued and unpaid Interest may be converted as provided in §5.2(a); and

(d) The Debentureholder shall be entitled in respect of Common Shares issued upon conversion of the Debenture to dividends declared in favour of shareholders of record of the Company on and after the Conversion Date or such later date as the Debentureholder shall become the holder of record of such Common Shares pursuant to §5.2(b), from which applicable date any Common Shares so issued to the Debentureholder shall for all purposes be and be deemed to be outstanding as fully paid and non-assessable.

5.3 Adjustment of Conversion Price

The Conversion Price in effect at any date shall be subject to adjustment from time to time as follows:

(a) If and whenever at any time while any portion of the Principal Amount is outstanding under this Debenture (referred to in this §5.3 as the "**Time of Expiry**"), the Company shall:

(i) subdivide, redivide or change its Common Shares into a greater number of shares,

(ii) consolidate, reduce or combine its Common Shares into a lesser number of shares, or

(iii) issue Common Shares to all or substantially all of the holders of its Common Shares by way of a stock dividend or other distribution on such Common Shares payable in Common Shares (other than dividends paid in the ordinary course);

(any such event being hereinafter referred to as a "**Capital Reorganization**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in effect on the effective date of such event referred to in §5.3(a) or §5.3(b) or on the record date of such stock dividend referred to in §5.3(c), as the case may be, by a fraction, the numerator of which shall be the number of Common Shares outstanding before giving effect to such Capital Reorganization and the denominator of which shall be the number of Common Shares outstanding after giving effect to such Capital Reorganization. Such adjustment shall be made successively whenever any Capital Reorganization shall occur and any such issue of Common Shares by way of a stock dividend or other such distribution shall be deemed to have been made on the record date thereof for the purpose of calculating the number of outstanding Common Shares under §5.3(a) and §5.3(b);

(b) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share (or having a conversion or exchange price per share) of less than 95% of the Current Market Price (as defined below) per Common Share on such record date (any such event being hereinafter referred to as a "**Rights Offering**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number equal to the number determined by dividing the aggregate purchase price of the additional Common Shares offered for subscription or purchase by such Current Market Price per Common Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the number of the additional Common Shares offered for subscription or purchase. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purpose of any such computation. Such adjustment, if having received prior Exchange approval, shall be made successively whenever such a record date is fixed. To the extent that such Rights Offering is not made or any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(c) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the distribution to all or substantially all the holders of its Common Shares of:

(i) shares of any class whether of the Company or any other corporation (excluding dividends paid in the ordinary course);

(i) rights, options or warrants;

(ii) evidences of indebtedness; or

(iii) other assets or property (excluding dividends paid in the ordinary course);

and if such distribution does not constitute a Capital Reorganization or a Rights Offering or does not consist of rights, options or warrants entitling the holders, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share or having a conversion or exchange price per share of at least 95% of the Current Market Price per Common Share on such record date (any such non-excluded event being hereinafter referred to as a "**Special Distribution**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price per Common Share determined on such record date, less the excess of the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of such Special Distribution over the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of the consideration therefor, if any, received by the Company and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by such Current Market Price per Common Share. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purposes of any such computation. Such adjustment shall be made successively whenever such a record date is fixed. The extent that such Special Distribution is not so made or to the extent any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(d) For the purpose of any computation under §5.3(b) or §5.3(c), the "**Current Market Price**" per Common Share at any date shall be the closing market price per share of such Common Shares on the day immediately preceding such date on the Exchange;

(e) If and whenever at any time prior to the Time of Expiry, there is a reclassification or change of Common Shares into other shares or there is a consolidation, merger, reorganization or amalgamation of the Company with or into another corporation or entity that results in any reclassification of Common Shares or a change of Common Shares into other shares or there is a transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another person (any such event being hereinafter referred to as a "**Reclassification of Common Shares**"), the Debentureholder shall be entitled to receive and shall accept, upon the exercise of the Debentureholder's right of conversion at any time after the effective date thereof, in lieu of the number of Common Shares of the Company to which the Debentureholder was theretofore entitled on conversion, the kind and amount of shares or other securities or money or other property that the Debentureholder would have been entitled to receive as a result of such Reclassification of Common Shares, if, on the effective date thereof, the Debentureholder had been the registered holder of the number of such Common Shares to which the Debentureholder was theretofore entitled upon conversion, subject to adjustment thereafter in accordance with provisions the same, as nearly as may be possible, as those contained in this §5.3;

(f) In any case in which this §5.3 shall require that an adjustment become effective immediately after a record date or agreement date for an event referred to herein, the Company may defer, until the occurrence of such event, issuing or transferring to the Debentureholder who converts on a Conversion Date after such record date or agreement date and before the occurrence of such event the additional Common Shares issuable upon conversion by reason of the adjustment of the Conversion Price required by such event before giving effect to such adjustment; provided, however, that the Company shall deliver to the Debentureholder an appropriate instrument evidencing the Debentureholder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares on and after the Date of Conversion or such later date as the Debentureholder would, but for the provisions of this §5.3(f), have become the holder of record of such additional Common Shares pursuant to §5.3(c);

(g) Except for any Excluded Securities, if any Common Shares of the Company are issued or sold for a price less than $0.30 per Common Share prior to conversion or repayment of the Debentures (the "**Repayment Date**"), the Conversion Price of the Debentures will be adjusted downward to the price of such issuance, subject to prior approval of the Exchange;

(h) In case the Company after the date hereof shall take any action affecting its Common Shares, other than any action described in this §5.3, which in the opinion of the Debentureholder, acting reasonably, would materially affect the conversion rights of the Debentureholder, the Conversion Price shall be adjusted in such manner, at such time and by such action by the directors of the Company, as they may determine, acting reasonably, to be equitable to the Debentureholder and the Company in the circumstances, but subject in all cases to any necessary regulatory approval;

The adjustments provided for in this §5.3 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this §5.3, provided that, notwithstanding any other provision of this §5.3, no adjustment shall be made which would result in any increase in the Conversion Price (except upon a consolidation, reduction or combination of outstanding Common Shares) and no adjustment of the Conversion Price shall be required unless such adjustment would require a decrease of at least 1% in the Conversion Price then in effect; provided, however, that any adjustments which by reason of this subsection (h) are not required to be made shall be carried forward and taken into account in any subsequent adjustment;

(i) In the event that the Exchange or any securities regulatory body of an applicable jurisdiction does not approve a requested downward Conversion Price adjustment as provided for under this Debenture, then such adjustment shall be reduced to the maximum permitted price, and any such shortfall will be paid to the Debentureholder in cash, securities, or a combination thereof by the Company, at the reasonable discretion of the board of directors of the Company, to achieve a substantially similar economic result to the Debentureholder subject to compliance with the rules and policies of the Exchange or applicable securities regulatory body;

(j) In the event of any dispute arising with respect to the adjustments provided in this §5.3, such question shall be conclusively determined by a firm of chartered accountants appointed by the Company (who may be auditors of the Company) and acceptable to the Debentureholder, acting reasonably. Such accountants shall have access to all necessary records of the Company and such determination shall be binding upon the Company and the Debentureholder;

(k) Notwithstanding any other provision herein contained, no adjustment to the Conversion Price shall be made in respect of any event described in this §5.3 (other than the events referred to in paragraphs (i) and (ii) of subsection (a)), if the Debentureholder is entitled, without converting the Debenture, to participate in such event on the same terms mutatis mutandis as if the Debentureholder had converted the Debenture into Common Shares prior to or on the effective date or record date of such event; and

5.4 No Requirement to Issue Fractional Shares

The Company shall not be required to issue fractional Common Shares upon the conversion of the Debenture pursuant to this Article 5.

5.5 Certificate as to Adjustment

The Company shall from time to time forthwith after the occurrence of any event which requires adjustment or readjustment as provided in §5.3, deliver to the Debentureholder at the Debentureholder's address set forth on the final page hereof, an officer's certificate specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation are based.

5.6 Redemption of Debenture

Notwithstanding anything to the contrary contained herein, this Debenture will be redeemable at the option of the Company prior to 5:00 p.m. (Pacific Time) on the Maturity Date, pursuant to the terms set forth in §2.4.

ARTICLE 6
EVENTS OF DEFAULT

6.1 General

The occurrence of any one or more of the following events ("**Events of Default**") will constitute a default hereunder (whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court of any order, rule or regulation of any administrative or governmental body):

(a) **Non-Compliance:** the Company fails to observe or perform one or more material covenants, agreements, conditions or obligations in favour of the Debentureholder, including a failure to pay any or all of the Principal Amount, interest and other monies due under the Debenture when due, and if the Company or any Guarantor defaults pursuant to the general security agreement of the Company issued in favor of the Debentureholders, and such failure continues unremedied for a period of 15 days after the Debentureholder gives notice thereof to the Company;

(b) **Securities Commissions Filings:** if the Company misses any required material filing with a securities commission or ceases to be a reporting issuer ("**Default Date**"). However, the Company will have a cure period of 15 days after the date of such Default Date to complete the required filings and have any cease trade orders lifted;

(c) **Bankruptcy or Insolvency:** the Company becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, or a bankruptcy petition is filed or presented against the Company, or the Company commits or threatens to commit an act of bankruptcy;

(d) **Receivership:** a receiver or receiver manager of the Company is appointed under any statute or pursuant to any document issued by the Company;

(e) **Compromise or Arrangement:** any proceedings with respect to either of the Company are commenced under the compromise or arrangement provisions of the corporations statute pursuant to which the Company is governed, or the Company enters into an arrangement or compromise with any or all of its creditors pursuant to such provisions or otherwise;

(f) **Companies' Creditors Arrangement Act:** any proceedings with respect to the Company are commenced in any jurisdiction under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation;

(g) **Liquidation:** an order is made, a resolution is passed, or a petition is filed, for the liquidation, dissolution or winding-up of the Company; and

(h) **Pari Passu:** the Company issues any debt or security which rank senior or pari passu to the Debentures.

ARTICLE 7
RIGHTS, REMEDIES AND POWERS

7.1 Upon Default

Upon the occurrence of an Event of Default and at any time thereafter, so long as such Event of Default is continuing, the Debentureholder may exercise any or all of the rights, remedies and powers of the Debentureholder under any applicable legislation or otherwise existing, whether under this Debenture or any other agreement or at law or in equity, and in addition will have the right and power (but will not be obligated) to declare any or all of the Debenture to be immediately due and payable.

7.2 Waiver

The Debentureholder in its absolute discretion may at any time and from time to time by written notice waive any breach by the Company of any of its covenants or agreements herein. No failure or delay on the part of the Debentureholder to exercise any right, remedy or power given herein or by any other existing or future agreement or now or hereafter existing by statute, at law or in equity will operate as a waiver thereof, nor will any single or partial exercise of any such right, remedy or power preclude any other exercise thereof or the exercise of any other such right, remedy or power, nor will any waiver by the Debentureholder be deemed to be a waiver of any subsequent, similar or other event.

ARTICLE 8
OTHER AGREEMENTS

8.1 Withholding Taxes

If the Company is obliged to withhold any payment hereunder on account of present or future taxes, duties, assessments or other governmental charges required by Law, the Company shall make such withholding or deduction and pay the balance owing to the Debentureholder.

8.2 Amendment and Waiver

Neither this Debenture nor any provision hereof may be amended, waived, discharged or terminated except by a document in writing executed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

8.3 Notices and Other Instruments

Any notice, demand or other communication required or permitted to be given to any party hereunder shall be in writing and shall be:

(a) personally delivered to such party; or

(b) except during a period of strike, lock-out or other postal disruption, sent by double registered mail, postage prepaid to the address of such party set forth on page one; or

(c) sent by facsimile transmission or other means of electronic communication to the address of such party set forth on page one;

(d) and shall be deemed to have been received by such party on the earliest of the date of delivery under subsection (a), the actual date of receipt when mailed under subsection (b) and the Business Day following the date of communication under subsection (c). Any party may give written notice to the other parties of a change of address to some other address, in which event any communication shall thereafter be given to such party as hereinbefore provided, at the last such changed address of which the party communication has received written notice.

8.4 Maximum Rate

Notwithstanding any other provisions of this Debenture or any other agreement, the maximum amount (including interest and any other consideration) payable to the Debentureholder in connection with the Obligations and each part thereof shall not exceed the maximum allowable return permitted under the laws of British Columbia and the laws of Canada applicable therein, and the provisions of this Debenture and all other existing and future agreements are hereby modified to the extent necessary to effect the foregoing.

8.5 Successors and Assigns

This Debenture shall be binding upon the Company and its successors. This Debenture is neither transferable nor assignable.

8.6 Headings, etc.

The division of this Debenture into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

8.7 Severability

The provisions of this Debenture are intended to be severable. If any provision of this Debenture shall be deemed by any court of competent jurisdiction or held to be invalid or void or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

8.8 Modification

From time to time the Company may modify the terms and conditions hereof for any purpose not inconsistent the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein.

8.9 Governing Law

This Debenture shall be governed by and construed in accordance with the laws of the Province of British Columbia and of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE JUNE 9, 2019.

THE WARRANTS REPRESENTED HEREBY WILL BE VOID AND OF NO VALUE AFTER 5:00 PM (VANCOUVER TIME) ON FEBRUARY 8, 2022.

CROP INFRASTRUCTURE CORP.
(Incorporated under the laws of British Columbia)

Certificate Number: **2019-02** **833,333** Warrants to Purchase **833,333** Shares

COMMON SHARE PURCHASE WARRANTS

THIS IS TO CERTIFY THAT, for value received, **Plazacorp Investments Limited** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6**or its lawful assignee (the "**Holder**") is entitled to subscribe for and purchase up to **833,333** fully paid and non-assessable common shares without par value (collectively, the "**Shares**" and individually, a "**Share**") in the capital of Crop Infrastructure Corp. (the "**Company**") at any time on or before 5:00 p.m. Vancouver time on February 8, 2022 (the "**Expiry Date**"), at a price of $0.50 per Share, subject, however, to the provisions and upon the Terms and Conditions attached hereto as Schedule "A" and forming part hereof.

The rights represented by this Warrant Certificate may be exercised by the Holder, in whole or in part (but not as to a fraction of a Share) by surrender of this Warrant Certificate (properly endorsed as required), together with a Warrant Exercise Form in the form attached hereto as Appendix "B", duly completed and executed, to the Company at Suite 600 - 535 Howe Street, Vancouver, BC V6C 2Z7, Attention: Chief Financial Officer, or such other address as the Company may from time to time in writing direct, together with a certified cheque or bank draft payable to or to the order of the Company in payment of the purchase price of the number of Shares subscribed for. The Holder is advised to read "Instruction to Holders" attached hereto as Appendix "A" for details on how to complete the Warrant Exercise Form (as such term is defined in Schedule "A").

[Signature Page to Follow]

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed by its duly authorized officer, this 8th day of February, 2019.

CROP INFRASTRUCTURE CORP.

Per: _____
Authorized Signatory

SCHEDULE "A"

TERMS AND CONDITIONS
ATTACHED TO COMMON SHARE PURCHASE WARRANTS
ISSUED BY CROP INFRASTRUCTURE CORP.
(the "Company")

Each Warrant of the Company, whether single or part of a series, is subject to these Terms and Conditions as they were at the date of issue of the Warrant.

PART 1

DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Terms and Conditions, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

(a) "**Company**" means Crop Infrastructure Corp. and includes any successor corporations;

(b) "**Company's auditor**" means the accountant duly appointed as auditor of the Company;

(c) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(d) "**Exercise Price**" means $0.50 per Share or as may be adjusted as per §4.7;

(e) "**Expiry Date**" means the date defined as such on the face page of the Warrant Certificate;

(f) "**Expiry Time**" means 5:00 p.m. Vancouver time on the Expiry Date;

(g) "**Holder**" means the registered holder of a Warrant;

(h) "**person**" means an individual, corporation, partnership, trustee or any unincorporated organization, and words importing persons have a similar meaning;

(i) "**Shares**" or "**shares**" means the common shares in the capital of the Company, and any shares resulting from any event referred to in §5.2;

(j) "**Warrant**" means a warrant as evidenced by this Warrant Certificate, whereby one (1) Warrant entitles the holder thereof to purchase one (1) Share of the Company (subject to adjustment) on or before the Expiry Date at the Exercise Price;

(k) "**Warrant Certificate**" means the certificate evidencing the Warrant;

(l) "**Warrant Exercise Form**" means Appendix "B" hereof; and

(m) "**Warrant Transfer Form**" means Appendix "C" hereof.

Interpretation

1.2 In these Terms and Conditions, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision;

(b) a reference to a Part means a Part of these Terms and Conditions and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of these Terms and Conditions so designated;

(c) the headings are for convenience only, do not form a part of these Terms and Conditions and are not intended to interpret, define or limit the scope, extent or intent of these Terms and Conditions or any of its provisions;

(d) all dollar amounts referred to herein are expressed in Canadian funds;

(e) time will be of the essence hereof; and

(f) words importing the singular number include the plural and vice versa, and words importing the masculine gender include feminine and neuter genders.

Applicable Law

1.3 The Warrants will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto and will be treated in all respects as legal contracts under the laws of the Province of British Columbia.

PART 2

ISSUE OF WARRANTS

Additional Warrants

2.1 The Company may at any time and from time to time issue Warrants or grant options or similar rights to purchase shares of in its capital.

Issue in Substitution for Lost Warrants

2.2 In case a Warrant Certificate will become mutilated, lost, destroyed or stolen, the Company in its discretion may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen in exchange for, and in place of, and upon cancellation of, such mutilated Warrant Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Warrant Certificate, and the Warrants represented by such substituted Warrant Certificate will be entitled to the benefit hereof and rank equally in accordance with its terms with all other Warrants of the same issue. The Company may charge a reasonable fee for the issuance and delivery of a new Warrant Certificate.

2.3 The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of the issue thereof and in the case of loss, destruction or theft furnish to the Company such evidence of ownership, and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion; and such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion and will pay the reasonable charges of the Company in connection therewith.

Holder not a Shareholder

2.4 The holding of a Warrant will not constitute the Holder a shareholder of the Company, nor entitle the Holder to any right or interest in respect thereof, except as expressly provided in the Warrant Certificate.

Securities Law Exemption

2.5 The Holder acknowledges and agrees that the Warrants and any Shares issued pursuant to the exercise of any Warrants have been or will be issued only on a "private placement" basis and that the Company has no obligation to, and does not intend to, file any prospectus or registration statement in any jurisdiction in order to qualify any of such Warrants and/or Shares for resale.

PART 3

OWNERSHIP AND TRANSFER OF WARRANT

Exchange of Warrants

3.1 A Warrant Certificate in any authorized denomination, upon compliance with the reasonable requirements of the Company, may be exchanged for a Warrant Certificate(s) in any other authorized denomination of the same issue entitling the Holder to purchase an equal aggregate number of Shares at the same Exercise Price and on the same terms as the Warrant Certificate so exchanged.

3.2 Warrants may be exchanged only with the Company. Any Warrants tendered for exchange will be surrendered to the Company and cancelled.

3.3 Subject to compliance with applicable securities laws, the Warrants are transferable on the terms and conditions contained herein and by the Holder completing and submitting to the Company a completed and duly executed Warrant Transfer Form.

Charges for Exchange

3.4 On exchange of Warrants, the Company, except as otherwise herein provided, may charge a reasonable fee for each new Warrant Certificate issued, and payment of any transfer taxes or governmental or other charges required to be paid will be made by the party requesting such exchange.

Ownership of Warrants

3.5 The Company may deem and treat the Holder of a Warrant as the absolute owner of such Warrant for all purposes and will not be affected by any notice or knowledge to the contrary.

Notice to Holder

3.6 Unless herein otherwise expressly provided, any notice to be given hereunder to a Holder will be deemed to be validly given, if mailed to the address of the Holder as set out on the Warrant Certificate. Any notice so given will be deemed to have been received five days from the date of mailing to the Holder or any market intermediary then holding the Warrants of the Holder in any trust account.

PART 4

EXERCISE OF WARRANTS

Method of Exercise of Warrants

4.1 The right to purchase Shares conferred by a Warrant may be exercised by the Holder surrendering the Warrant Certificate, together with a duly completed and executed Warrant Exercise Form and a certified cheque or bank draft payable to, or to the order of, the Company at the address as set out on the Warrant Certificate, for the purchase price applicable at the time of surrender in respect of the shares subscribed for in lawful money of Canada to the Company at the address as set out on the Warrant Exercise Form.

Effect of Exercise of Warrants

4.2 Upon surrender and payment as aforesaid, the shares so subscribed for will be deemed to have been issued, and the Holder will be deemed to have become the holder of such shares on the date of such surrender and payment, and such shares will be issued at the Exercise Price as may be adjusted in the events and in the manner described herein.

4.3 Within 10 business days after surrender and payment as aforesaid, the Company will forthwith cause to be delivered to the person in whose name the shares are directed to be registered as specified in such Warrant Exercise Form, or if no such direction is given, the Holder, a certificate for the appropriate number of shares not exceeding those which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

Subscription for Less than Entitlement

4.4 A Holder may purchase a number of shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of shares less than the number which can be purchased pursuant to a Warrant Certificate, the Holder, upon exercise thereof, will, in addition to certificates representing shares issued on such exercise, and be entitled to receive a new Warrant Certificate in respect of the balance of the shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate but which were not then purchased.

Warrants for Fractions of Shares

4.5 To the extent that a Holder is entitled to receive on the exercise or partial exercise thereof a fraction of a share, such right may be exercised in respect of such fraction only in combination with another Warrant which in the aggregate will entitle the Holder to receive a whole number of shares.

Expiration of Warrants

4.6 After the Expiry Date, all rights under the Warrants will wholly cease and terminate, and the Warrants will thereupon be void and of no effect.

Exercise Price

4.7 The price per share which must be paid to exercise a Warrant is the Exercise Price, as may be adjusted in the events and in the manner described herein.

PART 5

ADJUSTMENTS

Adjustments

5.1 If during the term of the Warrants, the Company issues warrants with an exercise price below $0.50 (the "**Offering Warrant Price**"), the Company will adjust the exercise price of the Warrants downward to the to the greater of the (a) the price of such issuance; and (b) the closing market price of the Common Shares on the Exchange on the trading day prior to public dissemination of the news release disclosing the issuance of the Debenture, less the maximum discount permitted by Exchange policies. Further, if during the term of the Warrants, the Company issues warrants with an exercise price below $0.50, the Company will, subject to prior approval from the Exchange, issue to the Holder special warrants at the reduced Exercise Price equal to the number of Warrants that would have been issued if the reduced Conversion Price (as defined in the subscription agreement) was used to calculate the number of Warrants issued on the Issue Date (as defined in the subscription agreement). Under such circumstances, the Company agrees to undertake commercially reasonable efforts to obtain such Exchange approval, and will keep the Debentureholder, or its agent thereof, reasonably updated and informed with respect to the approval process with the Exchange.

5.2 If and whenever the Shares will be subdivided into a greater or consolidated into a lesser number of shares, or in the event of any payment by the Company of a stock dividend (other than a dividend paid in the ordinary course), or in the event that the Company conducts a rights offering to its shareholders, the exercise price will be decreased or increased proportionately as the case may be. Upon any such subdivision, consolidation, payment of a stock dividend or rights offering, the number of shares deliverable upon the exercise of a Warrant and the exercise price of the Warrant will be increased or decreased proportionately as the case may be.

5.3 In case of any reclassification of the capital of the Company, or in the case of the merger, reorganization or amalgamation of the Company with, or into any other company or of the sale of substantially all of the property and assets of the Company to any other company, each Warrant will, after such reclassification of capital, merger, amalgamation or sale, confer the right to purchase that number of shares or other securities or property of the Company or of the company resulting from such reclassification, merger, amalgamation, or to which such sale will be made, as the case may be, which the Holder would then hold if the Holder had exercised the Holder's rights under the Warrant before reclassification of capital, merger, amalgamation or sale; and in any such case, if necessary, appropriate adjustments will be made in the application of the provisions set forth in this Part 5 with respect to the rights and interest thereafter of the Holders to the end that the provisions set forth in this Part 5 will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any Shares or other securities or property thereafter deliverable on the exercise of a Warrant.

5.4 The adjustments provided for in this Part 5 are cumulative.

Determination of Adjustments

5.5 If any question will at any time arise with respect to any adjustments to be made under §5.1 and §5.2, such question will be conclusively determined by the Company's auditor, or, if the Company's auditor declines to so act, any other chartered accountant in Vancouver, British Columbia that the Company may designate (acting reasonably) and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

Hold Period

5.6 The Shares received by the Holder upon the exercise of the Warrants may be subject to a hold period as determined by the *Securities Act* (British Columbia), the rules and policies of the Exchange and/or other applicable securities laws.

PART 6

COVENANTS BY THE COMPANY

Reservation of Shares

6.1 The Company will reserve, and there will remain unissued out of its authorized capital, a sufficient number of shares to satisfy the rights of purchase provided for in all Warrants from time to time outstanding.

PART 7

MODIFICATION OF TERMS, SUCCESSORS

Modification of Terms and Conditions for Certain Purposes

7.1 From time to time the Company may, subject to the provisions of the Warrant Certificate, when so directed by the Holders, modify the terms and conditions hereof, for any one or more or all of the following purposes:

(a) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of counsel for the Company, are necessary or advisable in the circumstances;

(b) making such provisions not inconsistent herewith as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of Warrants on any stock exchange or house;

(c) adding to or altering the provisions hereof in respect of the registration of Warrants making provision for the exchange of Warrant Certificates of different denominations; and making any modification in the form of Warrant Certificates which does not affect the substance thereof;

(d) for any other purpose not inconsistent with the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein; and

(e) to evidence any succession of any corporation and the assumption by any successor of the covenants of the Company herein and in the Warrants contained as provided hereafter in this Part 7.

Company may Amalgamate on Certain Terms

7.2 Nothing herein contained will prevent any amalgamation or merger of the Company with or into any other company, or the sale of the property or assets of the Company to any company lawfully entitled to acquire the same; provided however that the company formed by such merger or amalgamation or which acquires by conveyance or transfer all or substantially all the properties and assets of the Company will, simultaneously with such amalgamation, merger, conveyance or transfer, assume the due and punctual performance and observance of all the covenants and conditions hereof to be performed or observed by the Company and will succeed to and be substituted for the Company, and such changes in phraseology and form (but not in substance) may be made in the Warrant Certificate as may be appropriate in view of such amalgamation, merger or transfer.

Additional Financings

7.3 Nothing herein contained will prevent the Company from issuing any other securities or rights with respect thereto during the period within which a Warrant is exercisable, upon such terms as the Company may deem appropriate.

APPENDIX "A"

INSTRUCTIONS TO HOLDERS

TO EXERCISE:

To exercise Warrants, the Holder must complete, sign and deliver the Warrant Exercise Form, attached as Appendix "B" and deliver the Warrant Certificate(s) to the Company, indicating the number of common shares to be acquired.

TO TRANSFER:

To transfer Warrants, and subject to compliance with applicable securities laws, the Holder must complete, sign and deliver the Warrant Transfer Form, attached as Appendix "C" and deliver the Warrant Certificate(s) to the Company. The Company may require such other certificates or opinions to evidence compliance with applicable securities legislation in Canada.

To transfer Warrants, the Warrant Holder's signature on the Warrant Transfer Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

GENERAL:

If forwarding any documents by mail, registered mail must be employed.

If the Warrant Exercise Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the Warrant Certificate must also be accompanied by evidence of authority to sign satisfactory to the Company.

The address of the Company is:

Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

[End of Appendix "A"]

APPENDIX "B"

WARRANT EXERCISE FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

The undersigned Holder of the within Warrants hereby subscribes for _____ common shares (the "**Shares**") of Crop Infrastructure Corp. (the "**Company**") pursuant to the within Warrants on the terms and price specified in the Warrants. This subscription is accompanied by a certified cheque or bank draft payable to or to the order of the Company for the whole amount of the purchase price of the Shares.

The undersigned hereby directs that the Shares be registered as follows:

NAME(S) IN FULL	**ADDRESS(ES)**	**NUMBER OF SHARES**

If the Shares are issued prior to June 9, 2019, the certificate(s) will bear the following legends:

"Unless permitted under securities legislation, the holder of this security must not trade the security before June 9, 2019."

DATED this _____ day of _____, 201_____.

In the presence of:

_____ _____
Signature of Witness Signature of Holder

_____ _____
Witness's Name Name and Title of Authorized Signatory for the Holder

Please print below your name and address in full.

Legal Name _____

Address _____

_____

INSTRUCTIONS FOR SUBSCRIPTION

The signature to the subscription must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration. If the registration in respect of the certificates representing the Shares to be issued upon exercise of the Warrants differs from the registration of the Warrant Certificates the signature of the registered holder must be guaranteed by an authorized officer of a Canadian chartered bank, or of a major Canadian trust company, or by a medallion signature guarantee from a member recognized under the Signature Medallion Guarantee Program, or from a similar entity in the United States, if this transfer is executed in the United States, or in accordance with industry standards.

In the case of persons signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the form of subscription are being forwarded by mail, registered mail must be employed.

[End of Appendix "B"]

APPENDIX "C"

WARRANT TRANSFER FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

FOR VALUE RECEIVED, the undersigned holder of the within Warrants hereby sells, assigns and transfers to _____, _____ Warrants of Crop Infrastructure Corp. (the "**Company**") registered in the name of the undersigned on the records of the Company and irrevocably appoints _____ the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution.

The undersigned hereby directs that the Warrants hereby transferred be issued and delivered as follows:

NAME IN FULL	**ADDRESS**	**NUMBER OF WARRANTS**

DATED this _____ day of _____, 201_____.

_____ _____

Signature of Warrant Holder Signature Guaranteed

INSTRUCTIONS FOR TRANSFER

Signature of the Warrant Holder must be the signature of the person appearing on the face of this Warrant Certificate.

If the Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Company.

The signature on the Transfer Form must be guaranteed by a chartered bank or trust company, or a member firm of an approved signature guarantee medallion program. The guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

The Warrants will only be transferable in accordance with applicable laws. The Warrants and the common shares issuable upon exercise thereof have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under the securities laws of any state of the United States, and may not be transferred to or for the account or benefit of a U.S. person or any person in the United States without registration under the U.S. Securities Act and applicable state securities laws, or compliance with the requirements of an exemption from registration. "**United States**" and "**U.S. person**" are as defined in Regulation S under the U.S. Securities Act.

[End of Appendix "C"]

END OF DOCUMENT

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY (OR THE COMMON SHARES ISSUABLE ON CONVERSION THEREOF) BEFORE JUNE 9, 2019.

SECURED CONVERTIBLE DEBENTURE CERTIFICATE
Crop Infrastructure Corp.

(Incorporated under the laws of the Province of British Columbia)

DEBENTURE CERTIFICATE NO. **2019-03** **PRINCIPAL AMOUNT $75,000**

CROP INFRASTRUCTURE CORP. (the "**Company**"), for value received, hereby acknowledges itself indebted and promises to pay to **PI Financial Corp. ITF Jesse Kaplan A/C 048 10248** of **666 Burrard Street, 19th Floor, Vancouver, BC, V6C 3N1** (hereinafter referred to as the "**holder**" or the "**Debentureholder**") at any time following February 8, 2019 (the "**Issue Date**") but on or prior to February 8, 2021 (the "**Maturity Date**"), at such place as the Debentureholder may reasonably designate by notice in writing to the Company, the outstanding Principal Amount in the manner hereinafter provided, and to pay interest on the Principal Amount outstanding from time to time and owing hereunder to the date of payment as hereinafter provided, both before and after maturity or demand, default and judgement.

The Debentureholder has the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, to convert all or any portion of the outstanding Principal Amount into common shares of the Company (each, a "**Common Share**"), at a price of $0.30 per Common Share subject to adjustment as herein provided. At the option of the Debentureholder, any accrued and unpaid interest on the Debenture is convertible into Shares, in whole or in part at a price of $0.30 per Common Share subject to adjustment as herein provided. The Principal Amount of the Debentures and accrued but unpaid interest thereon, may be prepaid prior to Maturity Date, after June 9, 2019, upon providing 30 days' notice to the holders and may only be converted at the option of the Debentureholder. In the event that only part of the Principal Amount of the Debenture is converted into Shares, any accrued and unpaid interest will remain payable.

Conversion of all or any part of the Debenture may only be completed at the offices of the Company or such other office as the Company may advise the holder in writing. This Debenture is issued subject to the terms and conditions appended hereto as Schedule "A".

The obligations under this Debenture will be collaterally secured by the following: (a) a general security agreement constituting a charge and security interest in all of the personal property of the Company; (b) an unlimited guarantee of Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC (collectively, the "**Guarantor**") and collaterally secured by security agreements issued by each Guarantor; (c) a pledge of equity interest from the Company relating to the equity interests of each of the Guarantors; and (d) a first priority deed of trust lien on the real property located in the California, Washington and Nevada, which deed of trust lien shall secure the obligations of each of the Guarantors.

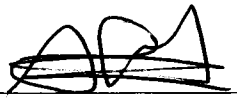
Unless otherwise indicated, a reference to currency means Canadian currency.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Debenture to be executed by a duly authorized officer.

DATED for reference this 8th day of February, 2019.

CROP INFRASTRUCTURE CORP.

Per: 

Authorized Signatory

(*See terms and conditions attached hereto as Schedule "A"*)

SCHEDULE "A"

TERMS AND CONDITIONS FOR DEBENTURE

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the meanings set out below.

(a) "**Applicable Securities Laws**" means the securities laws, regulations, policies, notices, rulings and orders in the Provinces of British Columbia and Ontario;

(b) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

(c) "**Company**" means Crop Infrastructure Corp. and its successors and assigns;

(d) "**Common Shares**" means fully-paid and non-assessable common shares in the capital of the Company as constituted on the date hereof which the Debentureholder is entitled to receive upon the conversion of the Debenture pursuant to Article 5;

(e) "**Conversion Date**" or "**Date of Conversion**" means the date on which a written notice of conversion is received by the Company pursuant to §5.2(a);

(f) "**Conversion Price**" means, subject to §5.3, $0.30 per Common Share;

(g) "**Conversion Rights**" means the rights of the Debentureholder to convert the Debenture into Common Shares pursuant to Article 5;

(h) "**Debenture**" means this secured convertible debenture as supplemented, amended or otherwise modified, renewed or replaced from time to time;

(i) "**Events of Default**" shall have the meaning set forth in §6.1;

(j) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(k) "**Excluded Security**" means any: (a) Common Shares issuable upon the due exercise or conversion of outstanding securities of the Company as of the Issue Date, (b) Common Shares issuable in connection with any *bona fide* arm's length acquisition, amalgamation, joint venture or business combination involving the Company up to a maximum of $5,000,000 in value, and (c) any stock options granted to eligible recipients under the Company's stock option plan;

(l) "**Guaranty**" means a guaranty agreement executed concurrently herewith from Guarantor for the benefit of Debentureholder, as the same may be amended, supplemented or restated from time to time.

(m) "**Guarantor**" means collectively, Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC, together with their successors and assigns.

(n) "**Interest**" means any accrued but unpaid interest with respect to the Principal Amount;

(o) "**Issue Date**" means February 8, 2019;

(p) "**Law**" includes any law (including common law and equity), statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Official Body;

(q) "**Liquidity Event**" shall have the meaning set forth in §3.2;

(r) "**Maturity Date**" means February 8, 2021;

(s) "**Obligations**" shall have the meaning set forth in §3.1;

(t) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal or arbitrator, whether foreign or domestic;

(u) "**Other Debentures**" means each of the other secured convertible debentures issued on the Issue Date, or subsequent tranches, and having the same material terms as the Debenture;

(v) "**Pacific Time**" means the local time in Vancouver, British Columbia, Canada;

(w) "**Person**" means an individual, partnership, corporation, trust, unincorporated association, joint venture or government or any agent, instrument or political subdivision thereof;

(x) "**Principal Amount**" means the principal amount outstanding under this Debenture from time to time; and

(y) "**USA**", "**United States**", or "**U.S.**" means the United States of America, its territories and possessions and any state of the United States, and the District of Columbia.

1.2 Interpretation

For the purposes of this Debenture, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subclause or other subdivision or Schedule;

(b) a reference to an Article means an Article of this Debenture and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Debenture so designated;

(c) the headings are for convenience only, do not form a part of this Debenture and are not intended to interpret, define or limit the scope, extent or intent of this Debenture or any of its provisions;

(d) the word "including", when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as "without limitation" or "but not limited to" or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) unless otherwise indicated, a reference to currency means Canadian currency; and

(f) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2
DEBENTURE

2.1 Principal Amount

The Company agrees to repay to the Debentureholder the Principal Amount of the Debenture, together with interest thereon, by 5:00 p.m. (Pacific Time) on the Maturity Date, subject to the early redemption or conversion of the Debenture, as applicable, pursuant to the terms set forth in §2.4 and Article 5 respectively.

2.2 Interest on Debenture

The Debenture will bear interest at 10% per annum on the Principal Amount from the date of issue (the "**Issue Date**"). Interest is to be calculated from the date noted above and payable quarterly in cash in arrears on the last Business Day of March, June, September and December of each year. The first interest payment will be made on March 29, 2019 and will consist of interest accrued from and including the Issue Date to but excluding March 29, 2019. If the Debentureholder elects, it can be paid in Shares at the Conversion Price.

2.3 Payment of Principal Amount and Interest on Debenture

Any Principal Amount together with any Interest thereon as of the Maturity Date will be paid in full by the Company as at such date.

2.4 Early Redemption of Debenture

The Principal Amount together with any Interest thereon may be prepaid by the Company prior to Maturity Date, after May ●, 2019, upon providing 30 days' notice to the Debentureholder.

2.5 Use of Proceeds

The proceeds of the Debenture shall be used for the ongoing development of the Company's business model and for general working capital purposes.

2.6 Outstanding Balance

Notwithstanding the stated Principal Amount of this Debenture, the actual outstanding balance of the Debenture from time to time shall be the aggregate outstanding Principal Amount of the Debenture, together with any accrued and unpaid Interest thereon payable by the Company to the Debentureholder pursuant to this Debenture.

ARTICLE 3
SUBORDINATION

3.1 Security

The indebtedness evidenced by the Debenture, including the Principal Amount thereof and any interest thereon, and all other obligations and liability of the Company to the Debentureholder pursuant to this Debenture (collectively, the "**Obligations**"), shall be secured against the assets of the Company pursuant to the terms of a general security agreement of the Company issued in favor of the Debentureholders. In addition, the Obligations will be guaranteed by the Guarantor pursuant to the Guaranty, which Guaranty will be secured against the assets of the Company pursuant to the terms of a general security agreement of each Guarantor issued in favor of the Debentureholders and a pledge of the Company's equity interest in each Guarantor.

3.2 Distribution on Dissolution, Etc.

Upon any sale, in one transaction or a series of transactions, of all, or substantially all, of the assets of the Company or distribution of the assets of the Company upon any dissolution or winding-up or total liquidation of the Company, whether in bankruptcy, liquidation, re-organization, insolvency, receivership or other similar proceedings or upon an assignment to or for the benefit of creditors of the Company or otherwise (each a "**Liquidating Event**"), the proceeds of such Liquidating Event will be delivered to the Debentureholder in satisfaction of the Obligations.

3.3 Certificate Regarding Creditors

Upon any payment or distribution of assets of the Company referred to in this Article 3, the Debentureholder shall be entitled to rely upon a certificate of the trustee in bankruptcy, receiver, assignee of or for benefit of creditors or other liquidating agent of the Company making such payment or distribution, delivered to the Debentureholder, for the purpose of ascertaining the persons entitled to participate in such distribution, and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 3.

3.4 Rights of Debentureholder Reserved

Nothing contained in this Article 3 or elsewhere in this Debenture is intended to or shall impair, as between the Company and the Debentureholder, the obligation of the Company, which is absolute and unconditional, to pay to the Debentureholder the Principal Amount and Interest on the Debenture, as and when the same shall become due and payable in accordance with their terms, nor shall anything herein prevent the Debentureholder from exercising all remedies otherwise permitted by applicable Law upon default under this Debenture.

3.5 Payment of Debenture Permitted

Nothing contained in this Debenture shall:

(a) prevent the Company, at any time, from making payments of the Principal Amount, Interest and other amounts to the Debentureholder under this Debenture as herein provided;

(b) prevent the conversion of this Debenture into Common Shares as herein provided or as otherwise permitted according to Law, including in connection with a bankruptcy, reorganization, insolvency, or other arrangement with creditors, of the Company; and

(c) prevent the redemption of this Debenture by the Company as herein provided or as otherwise permitted according to Law.

3.6 Debenture to Rank *Pari Passu*

Each of the Other Debentures issued by the Company in conjunction with the issue of this Debenture, as soon as issued or negotiated shall, subject to the terms hereof, be equally and proportionately entitled to the benefits hereof as if all the Debentures had been issued and negotiated simultaneously.

ARTICLE 4
COVENANTS

4.1 Covenants of the Company

The Company covenants and agrees with the Debentureholder that, unless otherwise consented to in writing by the Debentureholder:

(a) **Reservation of Common Shares.** The Company shall at all times have reserved for issuance out of its authorized capital a sufficient number of Common Shares to satisfy its obligations to issue and deliver Common Shares upon the due conversion of the Debenture;

(b) **Approvals and Filings.** The Company shall, in connection with the execution and delivery of this Debenture and the possible conversion of the Debenture into Common Shares, obtain any and all statutory and regulatory approvals required to effect and complete the same and shall file all notices, reports and other documents required to be filed by or on behalf of the Company pursuant to Applicable Securities Laws in respect thereof, including the rules and regulations of the Exchange;

(c) **Resale Restrictions.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof from time to time will be subject to resale restrictions imposed under Applicable Securities Laws and applicable federal and "blue sky" securities laws of the United States and the rules of regulatory bodies having jurisdiction including, without limiting the generality of the foregoing, that the Common Shares so issued shall not be traded for a period of four months from the date of the execution of this Debenture except as permitted by Applicable Securities Laws and, if applicable, with the consent of the Exchange;

(d) **Restrictions in U.S.** This Debenture and the securities deliverable upon conversion hereof have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States. This Debenture may not be converted in the United States, or by or for the account or benefit of a U.S. person or a person in the United States, unless (i) the Common Shares are registered under the U.S. Securities Act and the applicable laws of any such state, or (ii) an exemption from such registration requirements is available, and (iii) the holder has complied with the requirements set forth in the Conversion Form attached hereto as Schedule "B"**.** For the purposes of this §4.1(d), "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act.

(e) **Certificate Legend.** A legend will be placed on the certificates representing the Common Shares issued on conversion of the Debenture denoting the restrictions on transfer imposed by Applicable Securities Laws and the policies of the Exchange, if applicable, including but not limited to the following legend:

> "Unless permitted under securities legislation, the holder of this security must not trade the security (or the common shares issuable on conversion thereof) before June 9, 2019."

(f) **Canadian Securities Laws.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof shall be made pursuant to an exemption from the prospectus requirements available to the Debentureholder or the Company in respect of the transactions contemplated herein under Applicable Securities Laws.

ARTICLE 5
CONVERSION OF DEBENTURE

5.1 Conversion Privilege and Conversion Price

The Debentureholder shall have the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, subject to early redemption, to convert to Common Shares, all or any part of the outstanding Principal Amount together with any accrued and unpaid Interest on the Conversion Date, at the Conversion Price.

5.2 Manner of Exercise of Right to Convert or Purchase

(a) The Debentureholder may, at any time following the Issue Date and at any time while any portion of the Principal Amount is outstanding under this Debenture, convert the outstanding Principal Amount together

with any accrued and unpaid Interest on the Conversion Date, in whole or in part, into Common Shares at the Conversion Price, by delivering to the Company the conversion form attached hereto as Schedule "B" executed by the Debentureholder or the Debentureholder's attorney duly appointed by an instrument in writing, exercising the Debentureholder's right to convert the Debenture in accordance with the provisions of this Article 5. Thereupon, the Debentureholder or, subject to payment of all applicable stamp or security transfer taxes or other governmental charges, the Debentureholder shall be entitled to be entered in the books of the Company as at the Conversion Date (or such later date as is specified in §5.2(b) as the holder of the number of Common Shares into which the Debenture is convertible in accordance with the conversion form then received by the Company and the provisions of this Article 5 and, as soon as practicable thereafter, the Company shall deliver to the Debentureholder and/or, subject as aforesaid, the Debentureholder's nominee(s) or assignee(s), a certificate or certificates for such Common Shares affixed with all required legends;

(b) For the purposes of this Article 5, the Debenture shall be deemed to be converted on the Conversion Date on which the conversion form under §5.2(a) is actually received by the Company, provided that if such conversion form or notice is received on a day on which the register of Common Shares is closed, the person or persons entitled to receive Common Shares shall become the holder or holders of record of such Common Shares as at the date on which such register is next reopened;

(c) Any part of the Principal Amount together with any accrued and unpaid Interest may be converted as provided in §5.2(a); and

(d) The Debentureholder shall be entitled in respect of Common Shares issued upon conversion of the Debenture to dividends declared in favour of shareholders of record of the Company on and after the Conversion Date or such later date as the Debentureholder shall become the holder of record of such Common Shares pursuant to §5.2(b), from which applicable date any Common Shares so issued to the Debentureholder shall for all purposes be and be deemed to be outstanding as fully paid and non-assessable.

5.3 Adjustment of Conversion Price

The Conversion Price in effect at any date shall be subject to adjustment from time to time as follows:

(a) If and whenever at any time while any portion of the Principal Amount is outstanding under this Debenture (referred to in this §5.3 as the "**Time of Expiry**"), the Company shall:

(i) subdivide, redivide or change its Common Shares into a greater number of shares,

(ii) consolidate, reduce or combine its Common Shares into a lesser number of shares, or

(iii) issue Common Shares to all or substantially all of the holders of its Common Shares by way of a stock dividend or other distribution on such Common Shares payable in Common Shares (other than dividends paid in the ordinary course);

(any such event being hereinafter referred to as a "**Capital Reorganization**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in effect on the effective date of such event referred to in §5.3(a) or §5.3(b) or on the record date of such stock dividend referred to in §5.3(c), as the case may be, by a fraction, the numerator of which shall be the number of Common Shares outstanding before giving effect to such Capital Reorganization and the denominator of which shall be the number of Common Shares outstanding after giving effect to such Capital Reorganization. Such adjustment shall be made successively whenever any Capital Reorganization shall occur and any such issue of Common Shares by way of a stock dividend or other such distribution shall be deemed to have been made on the record date thereof for the purpose of calculating the number of outstanding Common Shares under §5.3(a) and §5.3(b);

(b) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share (or having a conversion or exchange price per share) of less than 95% of the Current Market Price (as defined below) per Common Share on such record date (any such event being hereinafter referred to as a "**Rights Offering**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number equal to the number determined by dividing the aggregate purchase price of the additional Common Shares offered for subscription or purchase by such Current Market Price per Common Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the number of the additional Common Shares offered for subscription or purchase. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purpose of any such computation. Such adjustment, if having received prior Exchange approval, shall be made successively whenever such a record date is fixed. To the extent that such Rights Offering is not made or any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(c) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the distribution to all or substantially all the holders of its Common Shares of:

(i) shares of any class whether of the Company or any other corporation (excluding dividends paid in the ordinary course);

(i) rights, options or warrants;

(ii) evidences of indebtedness; or

(iii) other assets or property (excluding dividends paid in the ordinary course);

and if such distribution does not constitute a Capital Reorganization or a Rights Offering or does not consist of rights, options or warrants entitling the holders, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share or having a conversion or exchange price per share of at least 95% of the Current Market Price per Common Share on such record date (any such non-excluded event being hereinafter referred to as a "**Special Distribution**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price per Common Share determined on such record date, less the excess of the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of such Special Distribution over the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of the consideration therefor, if any, received by the Company and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by such Current Market Price per Common Share. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purposes of any such computation. Such adjustment shall be made successively whenever such a record date is fixed. The extent that such Special Distribution is not so made or to the extent any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(d) For the purpose of any computation under §5.3(b) or §5.3(c), the "**Current Market Price**" per Common Share at any date shall be the closing market price per share of such Common Shares on the day immediately preceding such date on the Exchange;

(e) If and whenever at any time prior to the Time of Expiry, there is a reclassification or change of Common Shares into other shares or there is a consolidation, merger, reorganization or amalgamation of the Company with or into another corporation or entity that results in any reclassification of Common Shares or a change of Common Shares into other shares or there is a transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another person (any such event being hereinafter referred to as a "**Reclassification of Common Shares**"), the Debentureholder shall be entitled to receive and shall accept, upon the exercise of the Debentureholder's right of conversion at any time after the effective date thereof, in lieu of the number of Common Shares of the Company to which the Debentureholder was theretofore entitled on conversion, the kind and amount of shares or other securities or money or other property that the Debentureholder would have been entitled to receive as a result of such Reclassification of Common Shares, if, on the effective date thereof, the Debentureholder had been the registered holder of the number of such Common Shares to which the Debentureholder was theretofore entitled upon conversion, subject to adjustment thereafter in accordance with provisions the same, as nearly as may be possible, as those contained in this §5.3;

(f) In any case in which this §5.3 shall require that an adjustment become effective immediately after a record date or agreement date for an event referred to herein, the Company may defer, until the occurrence of such event, issuing or transferring to the Debentureholder who converts on a Conversion Date after such record date or agreement date and before the occurrence of such event the additional Common Shares issuable upon conversion by reason of the adjustment of the Conversion Price required by such event before giving effect to such adjustment; provided, however, that the Company shall deliver to the Debentureholder an appropriate instrument evidencing the Debentureholder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares on and after the Date of Conversion or such later date as the Debentureholder would, but for the provisions of this §5.3(f), have become the holder of record of such additional Common Shares pursuant to §5.3(c);

(g) Except for any Excluded Securities, if any Common Shares of the Company are issued or sold for a price less than $0.30 per Common Share prior to conversion or repayment of the Debentures (the "**Repayment Date**"), the Conversion Price of the Debentures will be adjusted downward to the price of such issuance, subject to prior approval of the Exchange;

(h) In case the Company after the date hereof shall take any action affecting its Common Shares, other than any action described in this §5.3, which in the opinion of the Debentureholder, acting reasonably, would materially affect the conversion rights of the Debentureholder, the Conversion Price shall be adjusted in such manner, at such time and by such action by the directors of the Company, as they may determine, acting reasonably, to be equitable to the Debentureholder and the Company in the circumstances, but subject in all cases to any necessary regulatory approval;

The adjustments provided for in this §5.3 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this §5.3, provided that, notwithstanding any other provision of this §5.3, no adjustment shall be made which would result in any increase in the Conversion Price (except upon a consolidation, reduction or combination of outstanding Common Shares) and no adjustment of the Conversion Price shall be required unless such adjustment would require a decrease of at least 1% in the Conversion Price then in effect; provided, however, that any adjustments which by reason of this subsection (h) are not required to be made shall be carried forward and taken into account in any subsequent adjustment;

(i) In the event that the Exchange or any securities regulatory body of an applicable jurisdiction does not approve a requested downward Conversion Price adjustment as provided for under this Debenture, then such adjustment shall be reduced to the maximum permitted price, and any such shortfall will be paid to the Debentureholder in cash, securities, or a combination thereof by the Company, at the reasonable discretion of the board of directors of the Company, to achieve a substantially similar economic result to the Debentureholder subject to compliance with the rules and policies of the Exchange or applicable securities regulatory body;

(j) In the event of any dispute arising with respect to the adjustments provided in this §5.3, such question shall be conclusively determined by a firm of chartered accountants appointed by the Company (who may be auditors of the Company) and acceptable to the Debentureholder, acting reasonably. Such accountants shall have access to all necessary records of the Company and such determination shall be binding upon the Company and the Debentureholder;

(k) Notwithstanding any other provision herein contained, no adjustment to the Conversion Price shall be made in respect of any event described in this §5.3 (other than the events referred to in paragraphs (i) and (ii) of subsection (a)), if the Debentureholder is entitled, without converting the Debenture, to participate in such event on the same terms mutatis mutandis as if the Debentureholder had converted the Debenture into Common Shares prior to or on the effective date or record date of such event; and

5.4 No Requirement to Issue Fractional Shares

The Company shall not be required to issue fractional Common Shares upon the conversion of the Debenture pursuant to this Article 5.

5.5 Certificate as to Adjustment

The Company shall from time to time forthwith after the occurrence of any event which requires adjustment or readjustment as provided in §5.3, deliver to the Debentureholder at the Debentureholder's address set forth on the final page hereof, an officer's certificate specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation are based.

5.6 Redemption of Debenture

Notwithstanding anything to the contrary contained herein, this Debenture will be redeemable at the option of the Company prior to 5:00 p.m. (Pacific Time) on the Maturity Date, pursuant to the terms set forth in §2.4.

ARTICLE 6
EVENTS OF DEFAULT

6.1 General

The occurrence of any one or more of the following events ("**Events of Default**") will constitute a default hereunder (whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court of any order, rule or regulation of any administrative or governmental body):

(a) **Non-Compliance:** the Company fails to observe or perform one or more material covenants, agreements, conditions or obligations in favour of the Debentureholder, including a failure to pay any or all of the Principal Amount, interest and other monies due under the Debenture when due, and if the Company or any Guarantor defaults pursuant to the general security agreement of the Company issued in favor of the Debentureholders, and such failure continues unremedied for a period of 15 days after the Debentureholder gives notice thereof to the Company;

(b) **Securities Commissions Filings:** if the Company misses any required material filing with a securities commission or ceases to be a reporting issuer ("**Default Date**"). However, the Company will have a cure period of 15 days after the date of such Default Date to complete the required filings and have any cease trade orders lifted;

(c) **Bankruptcy or Insolvency:** the Company becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, or a bankruptcy petition is filed or presented against the Company, or the Company commits or threatens to commit an act of bankruptcy;

(d) **Receivership:** a receiver or receiver manager of the Company is appointed under any statute or pursuant to any document issued by the Company;

(e) **Compromise or Arrangement:** any proceedings with respect to either of the Company are commenced under the compromise or arrangement provisions of the corporations statute pursuant to which the Company is governed, or the Company enters into an arrangement or compromise with any or all of its creditors pursuant to such provisions or otherwise;

(f) **Companies' Creditors Arrangement Act:** any proceedings with respect to the Company are commenced in any jurisdiction under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation;

(g) **Liquidation:** an order is made, a resolution is passed, or a petition is filed, for the liquidation, dissolution or winding-up of the Company; and

(h) **Pari Passu:** the Company issues any debt or security which rank senior or pari passu to the Debentures.

ARTICLE 7
RIGHTS, REMEDIES AND POWERS

7.1 Upon Default

Upon the occurrence of an Event of Default and at any time thereafter, so long as such Event of Default is continuing, the Debentureholder may exercise any or all of the rights, remedies and powers of the Debentureholder under any applicable legislation or otherwise existing, whether under this Debenture or any other agreement or at law or in equity, and in addition will have the right and power (but will not be obligated) to declare any or all of the Debenture to be immediately due and payable.

7.2 Waiver

The Debentureholder in its absolute discretion may at any time and from time to time by written notice waive any breach by the Company of any of its covenants or agreements herein. No failure or delay on the part of the Debentureholder to exercise any right, remedy or power given herein or by any other existing or future agreement or now or hereafter existing by statute, at law or in equity will operate as a waiver thereof, nor will any single or partial exercise of any such right, remedy or power preclude any other exercise thereof or the exercise of any other such right, remedy or power, nor will any waiver by the Debentureholder be deemed to be a waiver of any subsequent, similar or other event.

ARTICLE 8
OTHER AGREEMENTS

8.1 Withholding Taxes

If the Company is obliged to withhold any payment hereunder on account of present or future taxes, duties, assessments or other governmental charges required by Law, the Company shall make such withholding or deduction and pay the balance owing to the Debentureholder.

8.2 Amendment and Waiver

Neither this Debenture nor any provision hereof may be amended, waived, discharged or terminated except by a document in writing executed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

8.3 Notices and Other Instruments

Any notice, demand or other communication required or permitted to be given to any party hereunder shall be in writing and shall be:

(a) personally delivered to such party; or

(b) except during a period of strike, lock-out or other postal disruption, sent by double registered mail, postage prepaid to the address of such party set forth on page one; or

(c) sent by facsimile transmission or other means of electronic communication to the address of such party set forth on page one;

(d) and shall be deemed to have been received by such party on the earliest of the date of delivery under subsection (a), the actual date of receipt when mailed under subsection (b) and the Business Day following the date of communication under subsection (c). Any party may give written notice to the other parties of a change of address to some other address, in which event any communication shall thereafter be given to such party as hereinbefore provided, at the last such changed address of which the party communication has received written notice.

8.4 Maximum Rate

Notwithstanding any other provisions of this Debenture or any other agreement, the maximum amount (including interest and any other consideration) payable to the Debentureholder in connection with the Obligations and each part thereof shall not exceed the maximum allowable return permitted under the laws of British Columbia and the laws of Canada applicable therein, and the provisions of this Debenture and all other existing and future agreements are hereby modified to the extent necessary to effect the foregoing.

8.5 Successors and Assigns

This Debenture shall be binding upon the Company and its successors. This Debenture is neither transferable nor assignable.

8.6 Headings, etc.

The division of this Debenture into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

8.7 Severability

The provisions of this Debenture are intended to be severable. If any provision of this Debenture shall be deemed by any court of competent jurisdiction or held to be invalid or void or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

8.8 Modification

From time to time the Company may modify the terms and conditions hereof for any purpose not inconsistent the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein.

8.9 Governing Law

This Debenture shall be governed by and construed in accordance with the laws of the Province of British Columbia and of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE JUNE 9, 2019.

THE WARRANTS REPRESENTED HEREBY WILL BE VOID AND OF NO VALUE AFTER 5:00 PM (VANCOUVER TIME) ON FEBRUARY 8, 2022.

CROP INFRASTRUCTURE CORP.
(Incorporated under the laws of British Columbia)

Certificate Number: **2019-03** **250,000** Warrants to Purchase **250,000** Shares

COMMON SHARE PURCHASE WARRANTS

THIS IS TO CERTIFY THAT, for value received, **PI Financial Corp. ITF Jesse Kaplan A/C 048 10248** of **666 Burrard Street, 19th Floor, Vancouver, BC, V6C 3N1** or its lawful assignee (the "**Holder**") is entitled to subscribe for and purchase up to **250,000** fully paid and non-assessable common shares without par value (collectively, the "**Shares**" and individually, a "**Share**") in the capital of Crop Infrastructure Corp. (the "**Company**") at any time on or before 5:00 p.m. Vancouver time on February 8, 2022 (the "**Expiry Date**"), at a price of $0.50 per Share, subject, however, to the provisions and upon the Terms and Conditions attached hereto as Schedule "A" and forming part hereof.

The rights represented by this Warrant Certificate may be exercised by the Holder, in whole or in part (but not as to a fraction of a Share) by surrender of this Warrant Certificate (properly endorsed as required), together with a Warrant Exercise Form in the form attached hereto as Appendix "B", duly completed and executed, to the Company at Suite 600 - 535 Howe Street, Vancouver, BC V6C 2Z7, Attention: Chief Financial Officer, or such other address as the Company may from time to time in writing direct, together with a certified cheque or bank draft payable to or to the order of the Company in payment of the purchase price of the number of Shares subscribed for. The Holder is advised to read "Instruction to Holders" attached hereto as Appendix "A" for details on how to complete the Warrant Exercise Form (as such term is defined in Schedule "A").

[Signature Page to Follow]

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed by its duly authorized officer, this 8th day of February, 2019.

CROP INFRASTRUCTURE CORP.

Per: _____
Authorized Signatory

SCHEDULE "A"

TERMS AND CONDITIONS
ATTACHED TO COMMON SHARE PURCHASE WARRANTS
ISSUED BY CROP INFRASTRUCTURE CORP.
(the "Company")

Each Warrant of the Company, whether single or part of a series, is subject to these Terms and Conditions as they were at the date of issue of the Warrant.

PART 1

DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Terms and Conditions, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

(a) "**Company**" means Crop Infrastructure Corp. and includes any successor corporations;

(b) "**Company's auditor**" means the accountant duly appointed as auditor of the Company;

(c) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(d) "**Exercise Price**" means $0.50 per Share or as may be adjusted as per §4.7;

(e) "**Expiry Date**" means the date defined as such on the face page of the Warrant Certificate;

(f) "**Expiry Time**" means 5:00 p.m. Vancouver time on the Expiry Date;

(g) "**Holder**" means the registered holder of a Warrant;

(h) "**person**" means an individual, corporation, partnership, trustee or any unincorporated organization, and words importing persons have a similar meaning;

(i) "**Shares**" or "**shares**" means the common shares in the capital of the Company, and any shares resulting from any event referred to in §5.2;

(j) "**Warrant**" means a warrant as evidenced by this Warrant Certificate, whereby one (1) Warrant entitles the holder thereof to purchase one (1) Share of the Company (subject to adjustment) on or before the Expiry Date at the Exercise Price;

(k) "**Warrant Certificate**" means the certificate evidencing the Warrant;

(l) "**Warrant Exercise Form**" means Appendix "B" hereof; and

(m) "**Warrant Transfer Form**" means Appendix "C" hereof.

Interpretation

1.2 In these Terms and Conditions, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision;

(b) a reference to a Part means a Part of these Terms and Conditions and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of these Terms and Conditions so designated;

(c) the headings are for convenience only, do not form a part of these Terms and Conditions and are not intended to interpret, define or limit the scope, extent or intent of these Terms and Conditions or any of its provisions;

(d) all dollar amounts referred to herein are expressed in Canadian funds;

(e) time will be of the essence hereof; and

(f) words importing the singular number include the plural and vice versa, and words importing the masculine gender include feminine and neuter genders.

Applicable Law

1.3 The Warrants will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto and will be treated in all respects as legal contracts under the laws of the Province of British Columbia.

PART 2

ISSUE OF WARRANTS

Additional Warrants

2.1 The Company may at any time and from time to time issue Warrants or grant options or similar rights to purchase shares of in its capital.

Issue in Substitution for Lost Warrants

2.2 In case a Warrant Certificate will become mutilated, lost, destroyed or stolen, the Company in its discretion may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen in exchange for, and in place of, and upon cancellation of, such mutilated Warrant Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Warrant Certificate, and the Warrants represented by such substituted Warrant Certificate will be entitled to the benefit hereof and rank equally in accordance with its terms with all other Warrants of the same issue. The Company may charge a reasonable fee for the issuance and delivery of a new Warrant Certificate.

2.3 The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of the issue thereof and in the case of loss, destruction or theft furnish to the Company such evidence of ownership, and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion; and such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion and will pay the reasonable charges of the Company in connection therewith.

Holder not a Shareholder

2.4 The holding of a Warrant will not constitute the Holder a shareholder of the Company, nor entitle the Holder to any right or interest in respect thereof, except as expressly provided in the Warrant Certificate.

Securities Law Exemption

2.5 The Holder acknowledges and agrees that the Warrants and any Shares issued pursuant to the exercise of any Warrants have been or will be issued only on a "private placement" basis and that the Company has no obligation to, and does not intend to, file any prospectus or registration statement in any jurisdiction in order to qualify any of such Warrants and/or Shares for resale.

PART 3

OWNERSHIP AND TRANSFER OF WARRANT

Exchange of Warrants

3.1 A Warrant Certificate in any authorized denomination, upon compliance with the reasonable requirements of the Company, may be exchanged for a Warrant Certificate(s) in any other authorized denomination of the same issue entitling the Holder to purchase an equal aggregate number of Shares at the same Exercise Price and on the same terms as the Warrant Certificate so exchanged.

3.2 Warrants may be exchanged only with the Company. Any Warrants tendered for exchange will be surrendered to the Company and cancelled.

3.3 Subject to compliance with applicable securities laws, the Warrants are transferable on the terms and conditions contained herein and by the Holder completing and submitting to the Company a completed and duly executed Warrant Transfer Form.

Charges for Exchange

3.4 On exchange of Warrants, the Company, except as otherwise herein provided, may charge a reasonable fee for each new Warrant Certificate issued, and payment of any transfer taxes or governmental or other charges required to be paid will be made by the party requesting such exchange.

Ownership of Warrants

3.5 The Company may deem and treat the Holder of a Warrant as the absolute owner of such Warrant for all purposes and will not be affected by any notice or knowledge to the contrary.

Notice to Holder

3.6 Unless herein otherwise expressly provided, any notice to be given hereunder to a Holder will be deemed to be validly given, if mailed to the address of the Holder as set out on the Warrant Certificate. Any notice so given will be deemed to have been received five days from the date of mailing to the Holder or any market intermediary then holding the Warrants of the Holder in any trust account.

PART 4

EXERCISE OF WARRANTS

Method of Exercise of Warrants

4.1 The right to purchase Shares conferred by a Warrant may be exercised by the Holder surrendering the Warrant Certificate, together with a duly completed and executed Warrant Exercise Form and a certified cheque or bank draft payable to, or to the order of, the Company at the address as set out on the Warrant Certificate, for the purchase price applicable at the time of surrender in respect of the shares subscribed for in lawful money of Canada to the Company at the address as set out on the Warrant Exercise Form.

Effect of Exercise of Warrants

4.2 Upon surrender and payment as aforesaid, the shares so subscribed for will be deemed to have been issued, and the Holder will be deemed to have become the holder of such shares on the date of such surrender and payment, and such shares will be issued at the Exercise Price as may be adjusted in the events and in the manner described herein.

4.3 Within 10 business days after surrender and payment as aforesaid, the Company will forthwith cause to be delivered to the person in whose name the shares are directed to be registered as specified in such Warrant Exercise Form, or if no such direction is given, the Holder, a certificate for the appropriate number of shares not exceeding those which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

Subscription for Less than Entitlement

4.4 A Holder may purchase a number of shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of shares less than the number which can be purchased pursuant to a Warrant Certificate, the Holder, upon exercise thereof, will, in addition to certificates representing shares issued on such exercise, and be entitled to receive a new Warrant Certificate in respect of the balance of the shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate but which were not then purchased.

Warrants for Fractions of Shares

4.5 To the extent that a Holder is entitled to receive on the exercise or partial exercise thereof a fraction of a share, such right may be exercised in respect of such fraction only in combination with another Warrant which in the aggregate will entitle the Holder to receive a whole number of shares.

Expiration of Warrants

4.6 After the Expiry Date, all rights under the Warrants will wholly cease and terminate, and the Warrants will thereupon be void and of no effect.

Exercise Price

4.7 The price per share which must be paid to exercise a Warrant is the Exercise Price, as may be adjusted in the events and in the manner described herein.

PART 5

ADJUSTMENTS

Adjustments

5.1 If during the term of the Warrants, the Company issues warrants with an exercise price below $0.50 (the "**Offering Warrant Price**"), the Company will adjust the exercise price of the Warrants downward to the to the greater of the (a) the price of such issuance; and (b) the closing market price of the Common Shares on the Exchange on the trading day prior to public dissemination of the news release disclosing the issuance of the Debenture, less the maximum discount permitted by Exchange policies. Further, if during the term of the Warrants, the Company issues warrants with an exercise price below $0.50, the Company will, subject to prior approval from the Exchange, issue to the Holder special warrants at the reduced Exercise Price equal to the number of Warrants that would have been issued if the reduced Conversion Price (as defined in the subscription agreement) was used to calculate the number of Warrants issued on the Issue Date (as defined in the subscription agreement). Under such circumstances, the Company agrees to undertake commercially reasonable efforts to obtain such Exchange approval, and will keep the Debentureholder, or its agent thereof, reasonably updated and informed with respect to the approval process with the Exchange.

5.2 If and whenever the Shares will be subdivided into a greater or consolidated into a lesser number of shares, or in the event of any payment by the Company of a stock dividend (other than a dividend paid in the ordinary course), or in the event that the Company conducts a rights offering to its shareholders, the exercise price will be decreased or increased proportionately as the case may be. Upon any such subdivision, consolidation, payment of a stock dividend or rights offering, the number of shares deliverable upon the exercise of a Warrant and the exercise price of the Warrant will be increased or decreased proportionately as the case may be.

5.3 In case of any reclassification of the capital of the Company, or in the case of the merger, reorganization or amalgamation of the Company with, or into any other company or of the sale of substantially all of the property and assets of the Company to any other company, each Warrant will, after such reclassification of capital, merger, amalgamation or sale, confer the right to purchase that number of shares or other securities or property of the Company or of the company resulting from such reclassification, merger, amalgamation, or to which such sale will be made, as the case may be, which the Holder would then hold if the Holder had exercised the Holder's rights under the Warrant before reclassification of capital, merger, amalgamation or sale; and in any such case, if necessary, appropriate adjustments will be made in the application of the provisions set forth in this Part 5 with respect to the rights and interest thereafter of the Holders to the end that the provisions set forth in this Part 5 will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any Shares or other securities or property thereafter deliverable on the exercise of a Warrant.

5.4 The adjustments provided for in this Part 5 are cumulative.

Determination of Adjustments

5.5 If any question will at any time arise with respect to any adjustments to be made under §5.1 and §5.2, such question will be conclusively determined by the Company's auditor, or, if the Company's auditor declines to so act, any other chartered accountant in Vancouver, British Columbia that the Company may designate (acting reasonably) and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

Hold Period

5.6 The Shares received by the Holder upon the exercise of the Warrants may be subject to a hold period as determined by the *Securities Act* (British Columbia), the rules and policies of the Exchange and/or other applicable securities laws.

PART 6

COVENANTS BY THE COMPANY

Reservation of Shares

6.1 The Company will reserve, and there will remain unissued out of its authorized capital, a sufficient number of shares to satisfy the rights of purchase provided for in all Warrants from time to time outstanding.

PART 7

MODIFICATION OF TERMS, SUCCESSORS

Modification of Terms and Conditions for Certain Purposes

7.1 From time to time the Company may, subject to the provisions of the Warrant Certificate, when so directed by the Holders, modify the terms and conditions hereof, for any one or more or all of the following purposes:

(a) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of counsel for the Company, are necessary or advisable in the circumstances;

(b) making such provisions not inconsistent herewith as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of Warrants on any stock exchange or house;

(c) adding to or altering the provisions hereof in respect of the registration of Warrants making provision for the exchange of Warrant Certificates of different denominations; and making any modification in the form of Warrant Certificates which does not affect the substance thereof;

(d) for any other purpose not inconsistent with the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein; and

(e) to evidence any succession of any corporation and the assumption by any successor of the covenants of the Company herein and in the Warrants contained as provided hereafter in this Part 7.

Company may Amalgamate on Certain Terms

7.2 Nothing herein contained will prevent any amalgamation or merger of the Company with or into any other company, or the sale of the property or assets of the Company to any company lawfully entitled to acquire the same; provided however that the company formed by such merger or amalgamation or which acquires by conveyance or transfer all or substantially all the properties and assets of the Company will, simultaneously with such amalgamation, merger, conveyance or transfer, assume the due and punctual performance and observance of all the covenants and conditions hereof to be performed or observed by the Company and will succeed to and be substituted for the Company, and such changes in phraseology and form (but not in substance) may be made in the Warrant Certificate as may be appropriate in view of such amalgamation, merger or transfer.

Additional Financings

7.3 Nothing herein contained will prevent the Company from issuing any other securities or rights with respect thereto during the period within which a Warrant is exercisable, upon such terms as the Company may deem appropriate.

APPENDIX "A"

INSTRUCTIONS TO HOLDERS

TO EXERCISE:

To exercise Warrants, the Holder must complete, sign and deliver the Warrant Exercise Form, attached as Appendix "B" and deliver the Warrant Certificate(s) to the Company, indicating the number of common shares to be acquired.

TO TRANSFER:

To transfer Warrants, and subject to compliance with applicable securities laws, the Holder must complete, sign and deliver the Warrant Transfer Form, attached as Appendix "C" and deliver the Warrant Certificate(s) to the Company. The Company may require such other certificates or opinions to evidence compliance with applicable securities legislation in Canada.

To transfer Warrants, the Warrant Holder's signature on the Warrant Transfer Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

GENERAL:

If forwarding any documents by mail, registered mail must be employed.

If the Warrant Exercise Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the Warrant Certificate must also be accompanied by evidence of authority to sign satisfactory to the Company.

The address of the Company is:

Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

[End of Appendix "A"]

APPENDIX "B"

WARRANT EXERCISE FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

The undersigned Holder of the within Warrants hereby subscribes for _____ common shares (the "**Shares**") of Crop Infrastructure Corp. (the "**Company**") pursuant to the within Warrants on the terms and price specified in the Warrants. This subscription is accompanied by a certified cheque or bank draft payable to or to the order of the Company for the whole amount of the purchase price of the Shares.

The undersigned hereby directs that the Shares be registered as follows:

NAME(S) IN FULL	**ADDRESS(ES)**	**NUMBER OF SHARES**

If the Shares are issued prior to June 9, 2019, the certificate(s) will bear the following legends:

"Unless permitted under securities legislation, the holder of this security must not trade the security before June 9, 2019."

DATED this _____ day of _____, 201_____.

In the presence of:

_____ _____
Signature of Witness Signature of Holder

_____ _____
Witness's Name Name and Title of Authorized Signatory for the Holder

Please print below your name and address in full.

Legal Name _____

Address _____

_____

INSTRUCTIONS FOR SUBSCRIPTION

The signature to the subscription must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration. If the registration in respect of the certificates representing the Shares to be issued upon exercise of the Warrants differs from the registration of the Warrant Certificates the signature of the registered holder must be guaranteed by an authorized officer of a Canadian chartered bank, or of a major Canadian trust company, or by a medallion signature guarantee from a member recognized under the Signature Medallion Guarantee Program, or from a similar entity in the United States, if this transfer is executed in the United States, or in accordance with industry standards.

In the case of persons signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the form of subscription are being forwarded by mail, registered mail must be employed.

[End of Appendix "B"]

APPENDIX "C"

WARRANT TRANSFER FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

FOR VALUE RECEIVED, the undersigned holder of the within Warrants hereby sells, assigns and transfers to _____, _____ Warrants of Crop Infrastructure Corp. (the "**Company**") registered in the name of the undersigned on the records of the Company and irrevocably appoints _____ the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution.

The undersigned hereby directs that the Warrants hereby transferred be issued and delivered as follows:

NAME IN FULL	**ADDRESS**	**NUMBER OF WARRANTS**

DATED this _____ day of _____, 201_____.

_____ _____

Signature of Warrant Holder Signature Guaranteed

INSTRUCTIONS FOR TRANSFER

Signature of the Warrant Holder must be the signature of the person appearing on the face of this Warrant Certificate.

If the Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Company.

The signature on the Transfer Form must be guaranteed by a chartered bank or trust company, or a member firm of an approved signature guarantee medallion program. The guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

The Warrants will only be transferable in accordance with applicable laws. The Warrants and the common shares issuable upon exercise thereof have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under the securities laws of any state of the United States, and may not be transferred to or for the account or benefit of a U.S. person or any person in the United States without registration under the U.S. Securities Act and applicable state securities laws, or compliance with the requirements of an exemption from registration. "**United States**" and "**U.S. person**" are as defined in Regulation S under the U.S. Securities Act.

[End of Appendix "C"]

END OF DOCUMENT

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY (OR THE COMMON SHARES ISSUABLE ON CONVERSION THEREOF) BEFORE OCTOBER 12, 2019.

SECURED CONVERTIBLE DEBENTURE CERTIFICATE
Crop Infrastructure Corp.

(Incorporated under the laws of the Province of British Columbia)

THE ISSUE PRICE OF THIS NOTE IS $300,000
THE ORIGINAL ISSUE DISCOUNT IS $240,000

DEBENTURE CERTIFICATE NO. **2019-04** **PRINCIPAL AMOUNT $300,000**
PURCHASE PRICE: $240,000

CROP INFRASTRUCTURE CORP. (the "**Company**"), for value received, hereby acknowledges itself indebted and promises to pay to **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** (hereinafter referred to as the "**holder**" or the "**Debentureholder**") at any time following June 11, 2019 (the "**Issue Date**") but on or prior to June 11, 2020 (the "**Maturity Date**"), at such place as the Debentureholder may reasonably designate by notice in writing to the Company, the outstanding Principal Amount in the manner hereinafter provided, and to pay interest on the Principal Amount outstanding from time to time and owing hereunder to the date of payment as hereinafter provided, both before and after maturity or demand, default and judgement.

The Debentureholder has the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, to convert all or any portion of the outstanding Principal Amount into common shares of the Company (each, a "**Common Share**"), at a price of $0.30 per Common Share subject to adjustment as herein provided. At the option of the Debentureholder, any accrued and unpaid interest on the Debenture is convertible into Shares, in whole or in part at a price of $0.30 per Common Share subject to adjustment as herein provided. The Principal Amount of the Debentures and accrued but unpaid interest thereon, may be prepaid prior to Maturity Date, after October 12, 2019, upon providing 30 days' notice to the holders and may only be converted at the option of the Debentureholder. In the event that only part of the Principal Amount of the Debenture is converted into Shares, any accrued and unpaid interest will remain payable.

Conversion of all or any part of the Debenture may only be completed at the offices of the Company or such other office as the Company may advise the holder in writing. This Debenture is issued subject to the terms and conditions appended hereto as Schedule "A".

The obligations under this Debenture will be collaterally secured by the following: (a) a general security agreement constituting a charge and security interest in all of the personal property of the Company; (b) an unlimited guarantee of Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC (collectively, the "**Guarantor**") and collaterally secured by security agreements issued by each Guarantor; (c) a pledge of equity interest from the Company relating to the equity interests of each of the Guarantors; and (d) a first priority deed of trust lien on the real property located in the California, Washington and Nevada, which deed of trust lien shall secure the obligations of each of the Guarantors.

Unless otherwise indicated, a reference to currency means Canadian currency.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Debenture to be executed by a duly authorized officer.

DATED for reference this 11th day of June, 2019.

CROP INFRASTRUCTURE CORP.

Per: Christine Magh
Authorized Signatory

(*See terms and conditions attached hereto as Schedule "A"*)

SCHEDULE "A"

TERMS AND CONDITIONS FOR DEBENTURE

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the meanings set out below.

(a) "**Applicable Securities Laws**" means the securities laws, regulations, policies, notices, rulings and orders in the Provinces of British Columbia and Ontario;

(b) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

(c) "**Company**" means Crop Infrastructure Corp. and its successors and assigns;

(d) "**Common Shares**" means fully-paid and non-assessable common shares in the capital of the Company as constituted on the date hereof which the Debentureholder is entitled to receive upon the conversion of the Debenture pursuant to Article 5;

(e) "**Conversion Date**" or "**Date of Conversion**" means the date on which a written notice of conversion is received by the Company pursuant to §5.2(a);

(f) "**Conversion Price**" means, subject to §5.3, $0.30 per Common Share;

(g) "**Conversion Rights**" means the rights of the Debentureholder to convert the Debenture into Common Shares pursuant to Article 5;

(h) "**Debenture**" means this secured convertible debenture as supplemented, amended or otherwise modified, renewed or replaced from time to time;

(i) "**Events of Default**" shall have the meaning set forth in §6.1;

(j) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(k) "**Excluded Securities**" means any: (a) Common Shares issuable upon the due exercise or conversion of outstanding securities of the Company as of the Issue Date, (b) Common Shares issuable in connection with any *bona fide* arm's length acquisition, amalgamation, joint venture or business combination involving the Company up to a maximum of $5,000,000 in value, and (c) any stock options granted to eligible recipients under the Company's stock option plan;

(l) "**Guaranty**" means a guaranty agreement executed concurrently herewith from Guarantor for the benefit of Debentureholder, as the same may be amended, supplemented or restated from time to time.

(m) "**Guarantor**" means collectively, Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC, together with their successors and assigns.

(n) "**Interest**" means any accrued but unpaid interest with respect to the Principal Amount;

(o) "**Issue Date**" means June 11, 2019;

(p) "**Law**" includes any law (including common law and equity), statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Official Body;

(q) "**Liquidating Event**" shall have the meaning set forth in §3.2;

(r) "**Maturity Date**" means June 11, 2020;

(s) "**Obligations**" shall have the meaning set forth in §3.1;

(t) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal or arbitrator, whether foreign or domestic;

(u) "**Other Debentures**" means each of the other secured convertible debentures issued on the Issue Date, or subsequent tranches, and having the same material terms as the Debenture;

(v) "**Pacific Time**" means the local time in Vancouver, British Columbia, Canada;

(w) "**Person**" means an individual, partnership, corporation, trust, unincorporated association, joint venture or government or any agent, instrument or political subdivision thereof;

(x) "**Principal Amount**" means the principal amount outstanding under this Debenture from time to time; and

(y) "**USA**", "**United States**", or "**U.S.**" means the United States of America, its territories and possessions and any state of the United States, and the District of Columbia.

1.2 Interpretation

For the purposes of this Debenture, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subclause or other subdivision or Schedule;

(b) a reference to an Article means an Article of this Debenture and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Debenture so designated;

(c) the headings are for convenience only, do not form a part of this Debenture and are not intended to interpret, define or limit the scope, extent or intent of this Debenture or any of its provisions;

(d) the word "including", when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as "without limitation" or "but not limited to" or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) unless otherwise indicated, a reference to currency means Canadian currency; and

(f) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2
DEBENTURE

2.1 Principal Amount

The Company agrees to repay to the Debentureholder the Principal Amount of the Debenture, together with interest thereon, by 5:00 p.m. (Pacific Time) on the Maturity Date, subject to the early redemption or conversion of the Debenture, as applicable, pursuant to the terms set forth in §2.4 and Article 5 respectively.

2.2 Interest on Debenture

The Debenture will bear interest at 10% per annum on the Principal Amount from the date of issue (the "**Issue Date**"). Interest is to be calculated from the date noted above and payable quarterly in cash in arrears on the last Business Day of March, June, September and December of each year. The first interest payment will be made on June 28, 2019 and will consist of interest accrued from and including the Issue Date to but excluding June 28, 2019. If the Debentureholder elects, it can be paid in Shares at the Conversion Price.

2.3 Payment of Principal Amount and Interest on Debenture

Any Principal Amount together with any Interest thereon as of the Maturity Date will be paid in full by the Company as at such date.

2.4 Early Redemption of Debenture

The Principal Amount together with any Interest thereon may be prepaid by the Company prior to Maturity Date, after October ♦, 2019, upon providing 30 days' notice to the Debentureholder.

2.5 Use of Proceeds

The proceeds of the Debenture shall be used for the ongoing development of the Company's business model and for general working capital purposes.

2.6 Outstanding Balance

Notwithstanding the stated Principal Amount of this Debenture, the actual outstanding balance of the Debenture from time to time shall be the aggregate outstanding Principal Amount of the Debenture, together with any accrued and unpaid Interest thereon payable by the Company to the Debentureholder pursuant to this Debenture.

ARTICLE 3
SUBORDINATION

3.1 Security

The indebtedness evidenced by the Debenture, including the Principal Amount thereof and any interest thereon, and all other obligations and liability of the Company to the Debentureholder pursuant to this Debenture (collectively, the "**Obligations**"), shall be secured against the assets of the Company pursuant to the terms of a general security agreement of the Company issued in favor of the Debentureholders. In addition, the Obligations will be guaranteed by the Guarantor pursuant to the Guaranty, which Guaranty will be secured against the assets of the Company pursuant to the terms of a general security agreement of each Guarantor issued in favor of the Debentureholders and a pledge of the Company's equity interest in each Guarantor.

3.2 Distribution on Dissolution, Etc.

Upon any sale, in one transaction or a series of transactions, of all, or substantially all, of the assets of the Company or distribution of the assets of the Company upon any dissolution or winding-up or total liquidation of the Company, whether in bankruptcy, liquidation, re-organization, insolvency, receivership or other similar proceedings or upon an assignment to or for the benefit of creditors of the Company or otherwise (each, a "**Liquidating Event**"), the proceeds of such Liquidating Event will be delivered to the Debentureholder in satisfaction of the Obligations.

3.3 Certificate Regarding Creditors

Upon any payment or distribution of assets of the Company referred to in this Article 3, the Debentureholder shall be entitled to rely upon a certificate of the trustee in bankruptcy, receiver, assignee of or for benefit of creditors or other liquidating agent of the Company making such payment or distribution, delivered to the Debentureholder, for the purpose of ascertaining the persons entitled to participate in such distribution, and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 3.

3.4 Rights of Debentureholder Reserved

Nothing contained in this Article 3 or elsewhere in this Debenture is intended to or shall impair, as between the Company and the Debentureholder, the obligation of the Company, which is absolute and unconditional, to pay to the Debentureholder the Principal Amount and Interest on the Debenture, as and when the same shall become due and payable in accordance with their terms, nor shall anything herein prevent the Debentureholder from exercising all remedies otherwise permitted by applicable Law upon default under this Debenture.

3.5 Payment of Debenture Permitted

Nothing contained in this Debenture shall:

(a) prevent the Company, at any time, from making payments of the Principal Amount, Interest and other amounts to the Debentureholder under this Debenture as herein provided;

(b) prevent the conversion of this Debenture into Common Shares as herein provided or as otherwise permitted according to Law, including in connection with a bankruptcy, reorganization, insolvency, or other arrangement with creditors, of the Company; and

(c) prevent the redemption of this Debenture by the Company as herein provided or as otherwise permitted according to Law.

3.6 Debenture to Rank *Pari Passu*

Each of the Other Debentures issued by the Company in conjunction with the issue of this Debenture, as soon as issued or negotiated shall, subject to the terms hereof, be equally and proportionately entitled to the benefits hereof as if all the Debentures had been issued and negotiated simultaneously.

ARTICLE 4
COVENANTS

4.1 Covenants of the Company

The Company covenants and agrees with the Debentureholder that, unless otherwise consented to in writing by the Debentureholder:

(a) **Reservation of Common Shares.** The Company shall at all times have reserved for issuance out of its authorized capital a sufficient number of Common Shares to satisfy its obligations to issue and deliver Common Shares upon the due conversion of the Debenture;

(b) **Approvals and Filings.** The Company shall, in connection with the execution and delivery of this Debenture and the possible conversion of the Debenture into Common Shares, obtain any and all statutory and regulatory approvals required to effect and complete the same and shall file all notices, reports and other documents required to be filed by or on behalf of the Company pursuant to Applicable Securities Laws in respect thereof, including the rules and regulations of the Exchange;

(c) **Resale Restrictions.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof from time to time will be subject to resale restrictions imposed under Applicable Securities Laws and applicable federal and "blue sky" securities laws of the United States and the rules of regulatory bodies having jurisdiction including, without limiting the generality of the foregoing, that the Common Shares so issued shall not be traded for a period of four months from the date of the execution of this Debenture except as permitted by Applicable Securities Laws and, if applicable, with the consent of the Exchange;

(d) **Restrictions in U.S.** This Debenture and the securities deliverable upon conversion hereof have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States. This Debenture may not be converted in the United States, or by or for the account or benefit of a U.S. person or a person in the United States, unless (i) the Common Shares are registered under the U.S. Securities Act and the applicable laws of any such state, or (ii) an exemption from such registration requirements is available, and (iii) the holder has complied with the requirements set forth in the Conversion Form attached hereto as Schedule "B"**.** For the purposes of this §4.1(d), "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act.

(e) **Certificate Legend.** A legend will be placed on the certificates representing the Common Shares issued on conversion of the Debenture denoting the restrictions on transfer imposed by Applicable Securities Laws and the policies of the Exchange, if applicable, including but not limited to the following legend:

> "Unless permitted under securities legislation, the holder of this security must not trade the security (or the common shares issuable on conversion thereof) before October 12, 2019."

(f) **Canadian Securities Laws.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof shall be made pursuant to an exemption from the prospectus requirements available to the Debentureholder or the Company in respect of the transactions contemplated herein under Applicable Securities Laws.

ARTICLE 5
CONVERSION OF DEBENTURE

5.1 Conversion Privilege and Conversion Price

The Debentureholder shall have the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, subject to early redemption, to convert to Common Shares, all or any part of the outstanding Principal Amount together with any accrued and unpaid Interest on the Conversion Date, at the Conversion Price.

5.2 Manner of Exercise of Right to Convert or Purchase

(a) The Debentureholder may, at any time following the Issue Date and at any time while any portion of the Principal Amount is outstanding under this Debenture, convert the outstanding Principal Amount together

with any accrued and unpaid Interest on the Conversion Date, in whole or in part, into Common Shares at the Conversion Price, by delivering to the Company the conversion form attached hereto as Schedule "B" executed by the Debentureholder or the Debentureholder's attorney duly appointed by an instrument in writing, exercising the Debentureholder's right to convert the Debenture in accordance with the provisions of this Article 5. Thereupon, the Debentureholder or, subject to payment of all applicable stamp or security transfer taxes or other governmental charges, the Debentureholder shall be entitled to be entered in the books of the Company as at the Conversion Date (or such later date as is specified in §5.2(b) as the holder of the number of Common Shares into which the Debenture is convertible in accordance with the conversion form then received by the Company and the provisions of this Article 5 and, as soon as practicable thereafter, the Company shall deliver to the Debentureholder and/or, subject as aforesaid, the Debentureholder's nominee(s) or assignee(s), a certificate or certificates for such Common Shares affixed with all required legends;

(b) For the purposes of this Article 5, the Debenture shall be deemed to be converted on the Conversion Date on which the conversion form under §5.2(a) is actually received by the Company, provided that if such conversion form or notice is received on a day on which the register of Common Shares is closed, the person or persons entitled to receive Common Shares shall become the holder or holders of record of such Common Shares as at the date on which such register is next reopened;

(c) Any part of the Principal Amount together with any accrued and unpaid Interest may be converted as provided in §5.2(a); and

(d) The Debentureholder shall be entitled in respect of Common Shares issued upon conversion of the Debenture to dividends declared in favour of shareholders of record of the Company on and after the Conversion Date or such later date as the Debentureholder shall become the holder of record of such Common Shares pursuant to §5.2(b), from which applicable date any Common Shares so issued to the Debentureholder shall for all purposes be and be deemed to be outstanding as fully paid and non-assessable.

5.3 Adjustment of Conversion Price

The Conversion Price in effect at any date shall be subject to adjustment from time to time as follows:

(a) If and whenever at any time while any portion of the Principal Amount is outstanding under this Debenture (referred to in this §5.3 as the "**Time of Expiry**"), the Company shall:

(i) subdivide, redivide or change its Common Shares into a greater number of shares,

(ii) consolidate, reduce or combine its Common Shares into a lesser number of shares, or

(iii) issue Common Shares to all or substantially all of the holders of its Common Shares by way of a stock dividend or other distribution on such Common Shares payable in Common Shares (other than dividends paid in the ordinary course);

(any such event being hereinafter referred to as a "**Capital Reorganization**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in effect on the effective date of such event referred to in §5.3(a) or §5.3(b) or on the record date of such stock dividend referred to in §5.3(c), as the case may be, by a fraction, the numerator of which shall be the number of Common Shares outstanding before giving effect to such Capital Reorganization and the denominator of which shall be the number of Common Shares outstanding after giving effect to such Capital Reorganization. Such adjustment shall be made successively whenever any Capital Reorganization shall occur and any such issue of Common Shares by way of a stock dividend or other such distribution shall be deemed to have been made on the record date thereof for the purpose of calculating the number of outstanding Common Shares under §5.3(a) and §5.3(b);

(b) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share (or having a conversion or exchange price per share) of less than 95% of the Current Market Price (as defined below) per Common Share on such record date (any such event being hereinafter referred to as a "**Rights Offering**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number equal to the number determined by dividing the aggregate purchase price of the additional Common Shares offered for subscription or purchase by such Current Market Price per Common Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the number of the additional Common Shares offered for subscription or purchase. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purpose of any such computation. Such adjustment, if having received prior Exchange approval, shall be made successively whenever such a record date is fixed. To the extent that such Rights Offering is not made or any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(c) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the distribution to all or substantially all the holders of its Common Shares of:

(i) shares of any class whether of the Company or any other corporation (excluding dividends paid in the ordinary course);

(i) rights, options or warrants;

(ii) evidences of indebtedness; or

(iii) other assets or property (excluding dividends paid in the ordinary course);

and if such distribution does not constitute a Capital Reorganization or a Rights Offering or does not consist of rights, options or warrants entitling the holders, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share or having a conversion or exchange price per share of at least 95% of the Current Market Price per Common Share on such record date (any such non-excluded event being hereinafter referred to as a "**Special Distribution**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price per Common Share determined on such record date, less the excess of the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of such Special Distribution over the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of the consideration therefor, if any, received by the Company and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by such Current Market Price per Common Share. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purposes of any such computation. Such adjustment shall be made successively whenever such a record date is fixed. The extent that such Special Distribution is not so made or to the extent any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(d) For the purpose of any computation under §5.3(b) or §5.3(c), the "**Current Market Price**" per Common Share at any date shall be the closing market price per share of such Common Shares on the day immediately preceding such date on the Exchange;

(e) If and whenever at any time prior to the Time of Expiry, there is a reclassification or change of Common Shares into other shares or there is a consolidation, merger, reorganization or amalgamation of the Company with or into another corporation or entity that results in any reclassification of Common Shares or a change of Common Shares into other shares or there is a transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another person (any such event being hereinafter referred to as a "**Reclassification of Common Shares**"), the Debentureholder shall be entitled to receive and shall accept, upon the exercise of the Debentureholder's right of conversion at any time after the effective date thereof, in lieu of the number of Common Shares of the Company to which the Debentureholder was theretofore entitled on conversion, the kind and amount of shares or other securities or money or other property that the Debentureholder would have been entitled to receive as a result of such Reclassification of Common Shares, if, on the effective date thereof, the Debentureholder had been the registered holder of the number of such Common Shares to which the Debentureholder was theretofore entitled upon conversion, subject to adjustment thereafter in accordance with provisions the same, as nearly as may be possible, as those contained in this §5.3;

(f) In any case in which this §5.3 shall require that an adjustment become effective immediately after a record date or agreement date for an event referred to herein, the Company may defer, until the occurrence of such event, issuing or transferring to the Debentureholder who converts on a Conversion Date after such record date or agreement date and before the occurrence of such event the additional Common Shares issuable upon conversion by reason of the adjustment of the Conversion Price required by such event before giving effect to such adjustment; provided, however, that the Company shall deliver to the Debentureholder an appropriate instrument evidencing the Debentureholder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares on and after the Date of Conversion or such later date as the Debentureholder would, but for the provisions of this §5.3(f), have become the holder of record of such additional Common Shares pursuant to §5.3(c);

(g) Except for any Excluded Securities, if any Common Shares of the Company are issued or sold for a price less than $0.30 per Common Share prior to conversion or repayment of the Debentures (the "**Repayment Date**"), the Conversion Price of the Debentures will be adjusted downward to the price of such issuance, subject to prior approval of the Exchange;

(h) In case the Company after the date hereof shall take any action affecting its Common Shares, other than any action described in this §5.3, which in the opinion of the Debentureholder, acting reasonably, would materially affect the conversion rights of the Debentureholder, the Conversion Price shall be adjusted in such manner, at such time and by such action by the directors of the Company, as they may determine, acting reasonably, to be equitable to the Debentureholder and the Company in the circumstances, but subject in all cases to any necessary regulatory approval;

The adjustments provided for in this §5.3 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this §5.3, provided that, notwithstanding any other provision of this §5.3, no adjustment shall be made which would result in any increase in the Conversion Price (except upon a consolidation, reduction or combination of outstanding Common Shares) and no adjustment of the Conversion Price shall be required unless such adjustment would require a decrease of at least 1% in the Conversion Price then in effect; provided, however, that any adjustments which by reason of this subsection (h) are not required to be made shall be carried forward and taken into account in any subsequent adjustment;

(i) In the event that the Exchange or any securities regulatory body of an applicable jurisdiction does not approve a requested downward Conversion Price adjustment as provided for under this Debenture, then such adjustment shall be reduced to the maximum permitted price, and any such shortfall will be paid to the Debentureholder in cash, securities, or a combination thereof by the Company, at the reasonable discretion of the board of directors of the Company, to achieve a substantially similar economic result to the Debentureholder subject to compliance with the rules and policies of the Exchange or applicable securities regulatory body;

(j) In the event of any dispute arising with respect to the adjustments provided in this §5.3, such question shall be conclusively determined by a firm of chartered accountants appointed by the Company (who may be auditors of the Company) and acceptable to the Debentureholder, acting reasonably. Such accountants shall have access to all necessary records of the Company and such determination shall be binding upon the Company and the Debentureholder;

(k) Notwithstanding any other provision herein contained, no adjustment to the Conversion Price shall be made in respect of any event described in this §5.3 (other than the events referred to in paragraphs (i) and (ii) of subsection (a)), if the Debentureholder is entitled, without converting the Debenture, to participate in such event on the same terms mutatis mutandis as if the Debentureholder had converted the Debenture into Common Shares prior to or on the effective date or record date of such event; and

5.4 Limitation on Conversion

Notwithstanding anything to the contrary contained in this Debenture, this Debenture shall not be convertible by the Debentureholder, and the Company shall not effect any conversion of this Debenture or otherwise issue any Common Shares pursuant hereto, to the extent (but only to the extent) that, after giving effect to such conversion, the Debentureholder or any of its affiliates would beneficially own in excess of 9.9% (the "**Maximum Percentage**") of the issued and outstanding Common Shares of the Company after such conversion. To the extent the above limitation applies, the determination of whether this Debenture shall be convertible (*vis-à-vis* other convertible, exercisable or exchangeable securities owned by the Debentureholder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Debentureholder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to convert this Debenture or to issue Common Shares pursuant to this Section shall have any effect on the applicability of the provisions of this Section with respect to any subsequent determination of convertibility. For purposes of this Section, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*. The limitations contained in this Section shall apply to a successor Debentureholder of this Debenture. For any reason at any time, upon the written or oral request of the Debentureholder, the Company shall within one Business Day confirm orally and in writing to the Debentureholder the number of Common Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Common Shares, including, without limitation, pursuant to this Debenture. Unless otherwise agreed to by the parties hereto, by written notice to the Company, the Debentureholder may increase or decrease the Maximum Percentage to any other percentage provided that: (a) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Debentureholder sending such notice.

5.5 No Requirement to Issue Fractional Shares

The Company shall not be required to issue fractional Common Shares upon the conversion of the Debenture pursuant to this Article 5.

5.6 Certificate as to Adjustment

The Company shall from time to time forthwith after the occurrence of any event which requires adjustment or readjustment as provided in §5.3, deliver to the Debentureholder at the Debentureholder's address set forth on the final page hereof, an officer's certificate specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation are based.

5.7 Redemption of Debenture

Notwithstanding anything to the contrary contained herein, this Debenture will be redeemable at the option of the Company prior to 5:00 p.m. (Pacific Time) on the Maturity Date, pursuant to the terms set forth in §2.4.

ARTICLE 6
EVENTS OF DEFAULT

6.1 General

The occurrence of any one or more of the following events ("**Events of Default**") will constitute a default hereunder (whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court of any order, rule or regulation of any administrative or governmental body):

(a) **Non-Compliance:** the Company fails to observe or perform one or more material covenants, agreements, conditions or obligations in favour of the Debentureholder, including a failure to pay any or all of the Principal Amount, interest and other monies due under the Debenture when due, and if the Company or any Guarantor defaults pursuant to the general security agreement of the Company issued in favor of the Debentureholders, and such failure continues unremedied for a period of 15 days after the Debentureholder gives notice thereof to the Company;

(b) **Securities Commissions Filings:** if the Company misses any required material filing with a securities commission or ceases to be a reporting issuer ("**Default Date**"). However, the Company will have a cure period of 15 days after the date of such Default Date to complete the required filings and have any cease trade orders lifted;

(c) **Bankruptcy or Insolvency:** the Company becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, or a bankruptcy petition is filed or presented against the Company, or the Company commits or threatens to commit an act of bankruptcy;

(d) **Receivership:** a receiver or receiver manager of the Company is appointed under any statute or pursuant to any document issued by the Company;

(e) **Compromise or Arrangement:** any proceedings with respect to either of the Company are commenced under the compromise or arrangement provisions of the corporations statute pursuant to which the Company is governed, or the Company enters into an arrangement or compromise with any or all of its creditors pursuant to such provisions or otherwise;

(f) **Companies' Creditors Arrangement Act:** any proceedings with respect to the Company are commenced in any jurisdiction under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation;

(g) **Liquidation:** an order is made, a resolution is passed, or a petition is filed, for the liquidation, dissolution or winding-up of the Company; and

(h) ***Pari Passu*:** the Company issues any debt or security which rank senior or *pari passu* to the Debentures.

ARTICLE 7
RIGHTS, REMEDIES AND POWERS

7.1 Upon Default

Upon the occurrence of an Event of Default and at any time thereafter, so long as such Event of Default is continuing, the Debentureholder may exercise any or all of the rights, remedies and powers of the

Debentureholder under any applicable legislation or otherwise existing, whether under this Debenture or any other agreement or at law or in equity, and in addition will have the right and power (but will not be obligated) to declare any or all of the Debenture to be immediately due and payable.

7.2 Waiver

The Debentureholder in its absolute discretion may at any time and from time to time by written notice waive any breach by the Company of any of its covenants or agreements herein. No failure or delay on the part of the Debentureholder to exercise any right, remedy or power given herein or by any other existing or future agreement or now or hereafter existing by statute, at law or in equity will operate as a waiver thereof, nor will any single or partial exercise of any such right, remedy or power preclude any other exercise thereof or the exercise of any other such right, remedy or power, nor will any waiver by the Debentureholder be deemed to be a waiver of any subsequent, similar or other event.

ARTICLE 8
OTHER AGREEMENTS

8.1 Withholding Taxes

If the Company is obliged to withhold any payment hereunder on account of present or future taxes, duties, assessments or other governmental charges required by Law, the Company shall make such withholding or deduction and pay the balance owing to the Debentureholder.

8.2 Amendment and Waiver

Neither this Debenture nor any provision hereof may be amended, waived, discharged or terminated except by a document in writing executed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

8.3 Notices and Other Instruments

Any notice, demand or other communication required or permitted to be given to any party hereunder shall be in writing and shall be:

(a) personally delivered to such party; or

(b) except during a period of strike, lock-out or other postal disruption, sent by double registered mail, postage prepaid to the address of such party set forth on page one; or

(c) sent by facsimile transmission or other means of electronic communication to the address of such party set forth on page one;

(d) and shall be deemed to have been received by such party on the earliest of the date of delivery under subsection (a), the actual date of receipt when mailed under subsection (b) and the Business Day following the date of communication under subsection (c). Any party may give written notice to the other parties of a change of address to some other address, in which event any communication shall thereafter be given to such party as hereinbefore provided, at the last such changed address of which the party communication has received written notice.

8.4 Maximum Rate

Notwithstanding any other provisions of this Debenture or any other agreement, the maximum amount (including interest and any other consideration) payable to the Debentureholder in connection with the Obligations and each part thereof shall not exceed the maximum allowable return permitted under the laws of British

Columbia and the laws of Canada applicable therein, and the provisions of this Debenture and all other existing and future agreements are hereby modified to the extent necessary to effect the foregoing.

8.5 Successors and Assigns

This Debenture shall be binding upon the Company and its successors. This Debenture is neither transferable nor assignable.

8.6 Headings, etc.

The division of this Debenture into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

8.7 Severability

The provisions of this Debenture are intended to be severable. If any provision of this Debenture shall be deemed by any court of competent jurisdiction or held to be invalid or void or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

8.8 Modification

From time to time the Company may modify the terms and conditions hereof for any purpose not inconsistent the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein.

8.9 Governing Law

This Debenture shall be governed by and construed in accordance with the laws of the Province of British Columbia and of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

END OF DOCUMENT

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY (OR THE COMMON SHARES ISSUABLE ON CONVERSION THEREOF) BEFORE OCTOBER 12, 2019.

SECURED CONVERTIBLE DEBENTURE CERTIFICATE
Crop Infrastructure Corp.

(Incorporated under the laws of the Province of British Columbia)

THE ISSUE PRICE OF THIS NOTE IS $150,000
THE ORIGINAL ISSUE DISCOUNT IS $120,000

DEBENTURE CERTIFICATE NO. **2019-05** **PRINCIPAL AMOUNT $150,000**
PURCHASE PRICE: $120,000

CROP INFRASTRUCTURE CORP. (the "**Company**"), for value received, hereby acknowledges itself indebted and promises to pay to **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** (hereinafter referred to as the "**holder**" or the "**Debentureholder**") at any time following June 11, 2019 (the "**Issue Date**") but on or prior to June 11, 2020 (the "**Maturity Date**"), at such place as the Debentureholder may reasonably designate by notice in writing to the Company, the outstanding Principal Amount in the manner hereinafter provided, and to pay interest on the Principal Amount outstanding from time to time and owing hereunder to the date of payment as hereinafter provided, both before and after maturity or demand, default and judgement.

The Debentureholder has the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, to convert all or any portion of the outstanding Principal Amount into common shares of the Company (each, a "**Common Share**"), at a price of $0.30 per Common Share subject to adjustment as herein provided. At the option of the Debentureholder, any accrued and unpaid interest on the Debenture is convertible into Shares, in whole or in part at a price of $0.30 per Common Share subject to adjustment as herein provided. The Principal Amount of the Debentures and accrued but unpaid interest thereon, may be prepaid prior to Maturity Date, after October 12, 2019, upon providing 30 days' notice to the holders and may only be converted at the option of the Debentureholder. In the event that only part of the Principal Amount of the Debenture is converted into Shares, any accrued and unpaid interest will remain payable.

Conversion of all or any part of the Debenture may only be completed at the offices of the Company or such other office as the Company may advise the holder in writing. This Debenture is issued subject to the terms and conditions appended hereto as Schedule "A".

The obligations under this Debenture will be collaterally secured by the following: (a) a general security agreement constituting a charge and security interest in all of the personal property of the Company; (b) an unlimited guarantee of Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC (collectively, the "**Guarantor**") and collaterally secured by security agreements issued by each Guarantor; (c) a pledge of equity interest from the Company relating to the equity interests of each of the Guarantors; and (d) a first priority deed of trust lien on the real property located in the California, Washington and Nevada, which deed of trust lien shall secure the obligations of each of the Guarantors.

Unless otherwise indicated, a reference to currency means Canadian currency.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Debenture to be executed by a duly authorized officer.

DATED for reference this 11th day of June, 2019.

CROP INFRASTRUCTURE CORP.

Per: Christine Magh
Authorized Signatory

(*See terms and conditions attached hereto as Schedule "A"*)

SCHEDULE "A"

TERMS AND CONDITIONS FOR DEBENTURE

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the meanings set out below.

(a) "**Applicable Securities Laws**" means the securities laws, regulations, policies, notices, rulings and orders in the Provinces of British Columbia and Ontario;

(b) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

(c) "**Company**" means Crop Infrastructure Corp. and its successors and assigns;

(d) "**Common Shares**" means fully-paid and non-assessable common shares in the capital of the Company as constituted on the date hereof which the Debentureholder is entitled to receive upon the conversion of the Debenture pursuant to Article 5;

(e) "**Conversion Date**" or "**Date of Conversion**" means the date on which a written notice of conversion is received by the Company pursuant to §5.2(a);

(f) "**Conversion Price**" means, subject to §5.3, $0.30 per Common Share;

(g) "**Conversion Rights**" means the rights of the Debentureholder to convert the Debenture into Common Shares pursuant to Article 5;

(h) "**Debenture**" means this secured convertible debenture as supplemented, amended or otherwise modified, renewed or replaced from time to time;

(i) "**Events of Default**" shall have the meaning set forth in §6.1;

(j) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(k) "**Excluded Securities**" means any: (a) Common Shares issuable upon the due exercise or conversion of outstanding securities of the Company as of the Issue Date, (b) Common Shares issuable in connection with any *bona fide* arm's length acquisition, amalgamation, joint venture or business combination involving the Company up to a maximum of $5,000,000 in value, and (c) any stock options granted to eligible recipients under the Company's stock option plan;

(l) "**Guaranty**" means a guaranty agreement executed concurrently herewith from Guarantor for the benefit of Debentureholder, as the same may be amended, supplemented or restated from time to time.

(m) "**Guarantor**" means collectively, Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC, together with their successors and assigns.

(n) "**Interest**" means any accrued but unpaid interest with respect to the Principal Amount;

(o) "**Issue Date**" means June 11, 2019;

(p) "**Law**" includes any law (including common law and equity), statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Official Body;

(q) "**Liquidating Event**" shall have the meaning set forth in §3.2;

(r) "**Maturity Date**" means June 11, 2020;

(s) "**Obligations**" shall have the meaning set forth in §3.1;

(t) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal or arbitrator, whether foreign or domestic;

(u) "**Other Debentures**" means each of the other secured convertible debentures issued on the Issue Date, or subsequent tranches, and having the same material terms as the Debenture;

(v) "**Pacific Time**" means the local time in Vancouver, British Columbia, Canada;

(w) "**Person**" means an individual, partnership, corporation, trust, unincorporated association, joint venture or government or any agent, instrument or political subdivision thereof;

(x) "**Principal Amount**" means the principal amount outstanding under this Debenture from time to time; and

(y) "**USA**", "**United States**", or "**U.S.**" means the United States of America, its territories and possessions and any state of the United States, and the District of Columbia.

1.2 Interpretation

For the purposes of this Debenture, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subclause or other subdivision or Schedule;

(b) a reference to an Article means an Article of this Debenture and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Debenture so designated;

(c) the headings are for convenience only, do not form a part of this Debenture and are not intended to interpret, define or limit the scope, extent or intent of this Debenture or any of its provisions;

(d) the word "including", when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as "without limitation" or "but not limited to" or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) unless otherwise indicated, a reference to currency means Canadian currency; and

(f) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2
DEBENTURE

2.1 Principal Amount

The Company agrees to repay to the Debentureholder the Principal Amount of the Debenture, together with interest thereon, by 5:00 p.m. (Pacific Time) on the Maturity Date, subject to the early redemption or conversion of the Debenture, as applicable, pursuant to the terms set forth in §2.4 and Article 5 respectively.

2.2 Interest on Debenture

The Debenture will bear interest at 10% per annum on the Principal Amount from the date of issue (the "**Issue Date**"). Interest is to be calculated from the date noted above and payable quarterly in cash in arrears on the last Business Day of March, June, September and December of each year. The first interest payment will be made on June 28, 2019 and will consist of interest accrued from and including the Issue Date to but excluding June 28, 2019. If the Debentureholder elects, it can be paid in Shares at the Conversion Price.

2.3 Payment of Principal Amount and Interest on Debenture

Any Principal Amount together with any Interest thereon as of the Maturity Date will be paid in full by the Company as at such date.

2.4 Early Redemption of Debenture

The Principal Amount together with any Interest thereon may be prepaid by the Company prior to Maturity Date, after October ♦, 2019, upon providing 30 days' notice to the Debentureholder.

2.5 Use of Proceeds

The proceeds of the Debenture shall be used for the ongoing development of the Company's business model and for general working capital purposes.

2.6 Outstanding Balance

Notwithstanding the stated Principal Amount of this Debenture, the actual outstanding balance of the Debenture from time to time shall be the aggregate outstanding Principal Amount of the Debenture, together with any accrued and unpaid Interest thereon payable by the Company to the Debentureholder pursuant to this Debenture.

ARTICLE 3
SUBORDINATION

3.1 Security

The indebtedness evidenced by the Debenture, including the Principal Amount thereof and any interest thereon, and all other obligations and liability of the Company to the Debentureholder pursuant to this Debenture (collectively, the "**Obligations**"), shall be secured against the assets of the Company pursuant to the terms of a general security agreement of the Company issued in favor of the Debentureholders. In addition, the Obligations will be guaranteed by the Guarantor pursuant to the Guaranty, which Guaranty will be secured against the assets of the Company pursuant to the terms of a general security agreement of each Guarantor issued in favor of the Debentureholders and a pledge of the Company's equity interest in each Guarantor.

3.2 Distribution on Dissolution, Etc.

Upon any sale, in one transaction or a series of transactions, of all, or substantially all, of the assets of the Company or distribution of the assets of the Company upon any dissolution or winding-up or total liquidation of the Company, whether in bankruptcy, liquidation, re-organization, insolvency, receivership or other similar proceedings or upon an assignment to or for the benefit of creditors of the Company or otherwise (each, a "**Liquidating Event**"), the proceeds of such Liquidating Event will be delivered to the Debentureholder in satisfaction of the Obligations.

3.3 Certificate Regarding Creditors

Upon any payment or distribution of assets of the Company referred to in this Article 3, the Debentureholder shall be entitled to rely upon a certificate of the trustee in bankruptcy, receiver, assignee of or for benefit of creditors or other liquidating agent of the Company making such payment or distribution, delivered to the Debentureholder, for the purpose of ascertaining the persons entitled to participate in such distribution, and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 3.

3.4 Rights of Debentureholder Reserved

Nothing contained in this Article 3 or elsewhere in this Debenture is intended to or shall impair, as between the Company and the Debentureholder, the obligation of the Company, which is absolute and unconditional, to pay to the Debentureholder the Principal Amount and Interest on the Debenture, as and when the same shall become due and payable in accordance with their terms, nor shall anything herein prevent the Debentureholder from exercising all remedies otherwise permitted by applicable Law upon default under this Debenture.

3.5 Payment of Debenture Permitted

Nothing contained in this Debenture shall:

(a) prevent the Company, at any time, from making payments of the Principal Amount, Interest and other amounts to the Debentureholder under this Debenture as herein provided;

(b) prevent the conversion of this Debenture into Common Shares as herein provided or as otherwise permitted according to Law, including in connection with a bankruptcy, reorganization, insolvency, or other arrangement with creditors, of the Company; and

(c) prevent the redemption of this Debenture by the Company as herein provided or as otherwise permitted according to Law.

3.6 Debenture to Rank *Pari Passu*

Each of the Other Debentures issued by the Company in conjunction with the issue of this Debenture, as soon as issued or negotiated shall, subject to the terms hereof, be equally and proportionately entitled to the benefits hereof as if all the Debentures had been issued and negotiated simultaneously.

ARTICLE 4
COVENANTS

4.1 Covenants of the Company

The Company covenants and agrees with the Debentureholder that, unless otherwise consented to in writing by the Debentureholder:

(a) **Reservation of Common Shares.** The Company shall at all times have reserved for issuance out of its authorized capital a sufficient number of Common Shares to satisfy its obligations to issue and deliver Common Shares upon the due conversion of the Debenture;

(b) **Approvals and Filings.** The Company shall, in connection with the execution and delivery of this Debenture and the possible conversion of the Debenture into Common Shares, obtain any and all statutory and regulatory approvals required to effect and complete the same and shall file all notices, reports and other documents required to be filed by or on behalf of the Company pursuant to Applicable Securities Laws in respect thereof, including the rules and regulations of the Exchange;

(c) **Resale Restrictions.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof from time to time will be subject to resale restrictions imposed under Applicable Securities Laws and applicable federal and "blue sky" securities laws of the United States and the rules of regulatory bodies having jurisdiction including, without limiting the generality of the foregoing, that the Common Shares so issued shall not be traded for a period of four months from the date of the execution of this Debenture except as permitted by Applicable Securities Laws and, if applicable, with the consent of the Exchange;

(d) **Restrictions in U.S.** This Debenture and the securities deliverable upon conversion hereof have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States. This Debenture may not be converted in the United States, or by or for the account or benefit of a U.S. person or a person in the United States, unless (i) the Common Shares are registered under the U.S. Securities Act and the applicable laws of any such state, or (ii) an exemption from such registration requirements is available, and (iii) the holder has complied with the requirements set forth in the Conversion Form attached hereto as Schedule "B"**.** For the purposes of this §4.1(d), "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act.

(e) **Certificate Legend.** A legend will be placed on the certificates representing the Common Shares issued on conversion of the Debenture denoting the restrictions on transfer imposed by Applicable Securities Laws and the policies of the Exchange, if applicable, including but not limited to the following legend:

> "Unless permitted under securities legislation, the holder of this security must not trade the security (or the common shares issuable on conversion thereof) before October 12, 2019."

(f) **Canadian Securities Laws.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof shall be made pursuant to an exemption from the prospectus requirements available to the Debentureholder or the Company in respect of the transactions contemplated herein under Applicable Securities Laws.

ARTICLE 5
CONVERSION OF DEBENTURE

5.1 Conversion Privilege and Conversion Price

The Debentureholder shall have the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, subject to early redemption, to convert to Common Shares, all or any part of the outstanding Principal Amount together with any accrued and unpaid Interest on the Conversion Date, at the Conversion Price.

5.2 Manner of Exercise of Right to Convert or Purchase

(a) The Debentureholder may, at any time following the Issue Date and at any time while any portion of the Principal Amount is outstanding under this Debenture, convert the outstanding Principal Amount together

with any accrued and unpaid Interest on the Conversion Date, in whole or in part, into Common Shares at the Conversion Price, by delivering to the Company the conversion form attached hereto as Schedule "B" executed by the Debentureholder or the Debentureholder's attorney duly appointed by an instrument in writing, exercising the Debentureholder's right to convert the Debenture in accordance with the provisions of this Article 5. Thereupon, the Debentureholder or, subject to payment of all applicable stamp or security transfer taxes or other governmental charges, the Debentureholder shall be entitled to be entered in the books of the Company as at the Conversion Date (or such later date as is specified in §5.2(b) as the holder of the number of Common Shares into which the Debenture is convertible in accordance with the conversion form then received by the Company and the provisions of this Article 5 and, as soon as practicable thereafter, the Company shall deliver to the Debentureholder and/or, subject as aforesaid, the Debentureholder's nominee(s) or assignee(s), a certificate or certificates for such Common Shares affixed with all required legends;

(b) For the purposes of this Article 5, the Debenture shall be deemed to be converted on the Conversion Date on which the conversion form under §5.2(a) is actually received by the Company, provided that if such conversion form or notice is received on a day on which the register of Common Shares is closed, the person or persons entitled to receive Common Shares shall become the holder or holders of record of such Common Shares as at the date on which such register is next reopened;

(c) Any part of the Principal Amount together with any accrued and unpaid Interest may be converted as provided in §5.2(a); and

(d) The Debentureholder shall be entitled in respect of Common Shares issued upon conversion of the Debenture to dividends declared in favour of shareholders of record of the Company on and after the Conversion Date or such later date as the Debentureholder shall become the holder of record of such Common Shares pursuant to §5.2(b), from which applicable date any Common Shares so issued to the Debentureholder shall for all purposes be and be deemed to be outstanding as fully paid and non-assessable.

5.3 Adjustment of Conversion Price

The Conversion Price in effect at any date shall be subject to adjustment from time to time as follows:

(a) If and whenever at any time while any portion of the Principal Amount is outstanding under this Debenture (referred to in this §5.3 as the "**Time of Expiry**"), the Company shall:

(i) subdivide, redivide or change its Common Shares into a greater number of shares,

(ii) consolidate, reduce or combine its Common Shares into a lesser number of shares, or

(iii) issue Common Shares to all or substantially all of the holders of its Common Shares by way of a stock dividend or other distribution on such Common Shares payable in Common Shares (other than dividends paid in the ordinary course);

(any such event being hereinafter referred to as a "**Capital Reorganization**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in effect on the effective date of such event referred to in §5.3(a) or §5.3(b) or on the record date of such stock dividend referred to in §5.3(c), as the case may be, by a fraction, the numerator of which shall be the number of Common Shares outstanding before giving effect to such Capital Reorganization and the denominator of which shall be the number of Common Shares outstanding after giving effect to such Capital Reorganization. Such adjustment shall be made successively whenever any Capital Reorganization shall occur and any such issue of Common Shares by way of a stock dividend or other such distribution shall be deemed to have been made on the record date thereof for the purpose of calculating the number of outstanding Common Shares under §5.3(a) and §5.3(b);

(b) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share (or having a conversion or exchange price per share) of less than 95% of the Current Market Price (as defined below) per Common Share on such record date (any such event being hereinafter referred to as a "**Rights Offering**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number equal to the number determined by dividing the aggregate purchase price of the additional Common Shares offered for subscription or purchase by such Current Market Price per Common Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the number of the additional Common Shares offered for subscription or purchase. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purpose of any such computation. Such adjustment, if having received prior Exchange approval, shall be made successively whenever such a record date is fixed. To the extent that such Rights Offering is not made or any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(c) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the distribution to all or substantially all the holders of its Common Shares of:

(i) shares of any class whether of the Company or any other corporation (excluding dividends paid in the ordinary course);

(i) rights, options or warrants;

(ii) evidences of indebtedness; or

(iii) other assets or property (excluding dividends paid in the ordinary course);

and if such distribution does not constitute a Capital Reorganization or a Rights Offering or does not consist of rights, options or warrants entitling the holders, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share or having a conversion or exchange price per share of at least 95% of the Current Market Price per Common Share on such record date (any such non-excluded event being hereinafter referred to as a "**Special Distribution**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price per Common Share determined on such record date, less the excess of the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of such Special Distribution over the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of the consideration therefor, if any, received by the Company and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by such Current Market Price per Common Share. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purposes of any such computation. Such adjustment shall be made successively whenever such a record date is fixed. The extent that such Special Distribution is not so made or to the extent any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(d) For the purpose of any computation under §5.3(b) or §5.3(c), the "**Current Market Price**" per Common Share at any date shall be the closing market price per share of such Common Shares on the day immediately preceding such date on the Exchange;

(e) If and whenever at any time prior to the Time of Expiry, there is a reclassification or change of Common Shares into other shares or there is a consolidation, merger, reorganization or amalgamation of the Company with or into another corporation or entity that results in any reclassification of Common Shares or a change of Common Shares into other shares or there is a transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another person (any such event being hereinafter referred to as a "**Reclassification of Common Shares**"), the Debentureholder shall be entitled to receive and shall accept, upon the exercise of the Debentureholder's right of conversion at any time after the effective date thereof, in lieu of the number of Common Shares of the Company to which the Debentureholder was theretofore entitled on conversion, the kind and amount of shares or other securities or money or other property that the Debentureholder would have been entitled to receive as a result of such Reclassification of Common Shares, if, on the effective date thereof, the Debentureholder had been the registered holder of the number of such Common Shares to which the Debentureholder was theretofore entitled upon conversion, subject to adjustment thereafter in accordance with provisions the same, as nearly as may be possible, as those contained in this §5.3;

(f) In any case in which this §5.3 shall require that an adjustment become effective immediately after a record date or agreement date for an event referred to herein, the Company may defer, until the occurrence of such event, issuing or transferring to the Debentureholder who converts on a Conversion Date after such record date or agreement date and before the occurrence of such event the additional Common Shares issuable upon conversion by reason of the adjustment of the Conversion Price required by such event before giving effect to such adjustment; provided, however, that the Company shall deliver to the Debentureholder an appropriate instrument evidencing the Debentureholder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares on and after the Date of Conversion or such later date as the Debentureholder would, but for the provisions of this §5.3(f), have become the holder of record of such additional Common Shares pursuant to §5.3(c);

(g) Except for any Excluded Securities, if any Common Shares of the Company are issued or sold for a price less than $0.30 per Common Share prior to conversion or repayment of the Debentures (the "**Repayment Date**"), the Conversion Price of the Debentures will be adjusted downward to the price of such issuance, subject to prior approval of the Exchange;

(h) In case the Company after the date hereof shall take any action affecting its Common Shares, other than any action described in this §5.3, which in the opinion of the Debentureholder, acting reasonably, would materially affect the conversion rights of the Debentureholder, the Conversion Price shall be adjusted in such manner, at such time and by such action by the directors of the Company, as they may determine, acting reasonably, to be equitable to the Debentureholder and the Company in the circumstances, but subject in all cases to any necessary regulatory approval;

The adjustments provided for in this §5.3 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this §5.3, provided that, notwithstanding any other provision of this §5.3, no adjustment shall be made which would result in any increase in the Conversion Price (except upon a consolidation, reduction or combination of outstanding Common Shares) and no adjustment of the Conversion Price shall be required unless such adjustment would require a decrease of at least 1% in the Conversion Price then in effect; provided, however, that any adjustments which by reason of this subsection (h) are not required to be made shall be carried forward and taken into account in any subsequent adjustment;

(i) In the event that the Exchange or any securities regulatory body of an applicable jurisdiction does not approve a requested downward Conversion Price adjustment as provided for under this Debenture, then such adjustment shall be reduced to the maximum permitted price, and any such shortfall will be paid to the Debentureholder in cash, securities, or a combination thereof by the Company, at the reasonable discretion of the board of directors of the Company, to achieve a substantially similar economic result to the Debentureholder subject to compliance with the rules and policies of the Exchange or applicable securities regulatory body;

(j) In the event of any dispute arising with respect to the adjustments provided in this §5.3, such question shall be conclusively determined by a firm of chartered accountants appointed by the Company (who may be auditors of the Company) and acceptable to the Debentureholder, acting reasonably. Such accountants shall have access to all necessary records of the Company and such determination shall be binding upon the Company and the Debentureholder;

(k) Notwithstanding any other provision herein contained, no adjustment to the Conversion Price shall be made in respect of any event described in this §5.3 (other than the events referred to in paragraphs (i) and (ii) of subsection (a)), if the Debentureholder is entitled, without converting the Debenture, to participate in such event on the same terms mutatis mutandis as if the Debentureholder had converted the Debenture into Common Shares prior to or on the effective date or record date of such event; and

5.4 Limitation on Conversion

Notwithstanding anything to the contrary contained in this Debenture, this Debenture shall not be convertible by the Debentureholder, and the Company shall not effect any conversion of this Debenture or otherwise issue any Common Shares pursuant hereto, to the extent (but only to the extent) that, after giving effect to such conversion, the Debentureholder or any of its affiliates would beneficially own in excess of 9.9% (the "**Maximum Percentage**") of the issued and outstanding Common Shares of the Company after such conversion. To the extent the above limitation applies, the determination of whether this Debenture shall be convertible (*vis-à-vis* other convertible, exercisable or exchangeable securities owned by the Debentureholder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Debentureholder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to convert this Debenture or to issue Common Shares pursuant to this Section shall have any effect on the applicability of the provisions of this Section with respect to any subsequent determination of convertibility. For purposes of this Section, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*. The limitations contained in this Section shall apply to a successor Debentureholder of this Debenture. For any reason at any time, upon the written or oral request of the Debentureholder, the Company shall within one Business Day confirm orally and in writing to the Debentureholder the number of Common Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Common Shares, including, without limitation, pursuant to this Debenture. Unless otherwise agreed to by the parties hereto, by written notice to the Company, the Debentureholder may increase or decrease the Maximum Percentage to any other percentage provided that: (a) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Debentureholder sending such notice.

5.5 No Requirement to Issue Fractional Shares

The Company shall not be required to issue fractional Common Shares upon the conversion of the Debenture pursuant to this Article 5.

5.6 Certificate as to Adjustment

The Company shall from time to time forthwith after the occurrence of any event which requires adjustment or readjustment as provided in §5.3, deliver to the Debentureholder at the Debentureholder's address set forth on the final page hereof, an officer's certificate specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation are based.

5.7 Redemption of Debenture

Notwithstanding anything to the contrary contained herein, this Debenture will be redeemable at the option of the Company prior to 5:00 p.m. (Pacific Time) on the Maturity Date, pursuant to the terms set forth in §2.4.

ARTICLE 6
EVENTS OF DEFAULT

6.1 General

The occurrence of any one or more of the following events ("**Events of Default**") will constitute a default hereunder (whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court of any order, rule or regulation of any administrative or governmental body):

(a) **Non-Compliance:** the Company fails to observe or perform one or more material covenants, agreements, conditions or obligations in favour of the Debentureholder, including a failure to pay any or all of the Principal Amount, interest and other monies due under the Debenture when due, and if the Company or any Guarantor defaults pursuant to the general security agreement of the Company issued in favor of the Debentureholders, and such failure continues unremedied for a period of 15 days after the Debentureholder gives notice thereof to the Company;

(b) **Securities Commissions Filings:** if the Company misses any required material filing with a securities commission or ceases to be a reporting issuer ("**Default Date**"). However, the Company will have a cure period of 15 days after the date of such Default Date to complete the required filings and have any cease trade orders lifted;

(c) **Bankruptcy or Insolvency:** the Company becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, or a bankruptcy petition is filed or presented against the Company, or the Company commits or threatens to commit an act of bankruptcy;

(d) **Receivership:** a receiver or receiver manager of the Company is appointed under any statute or pursuant to any document issued by the Company;

(e) **Compromise or Arrangement:** any proceedings with respect to either of the Company are commenced under the compromise or arrangement provisions of the corporations statute pursuant to which the Company is governed, or the Company enters into an arrangement or compromise with any or all of its creditors pursuant to such provisions or otherwise;

(f) **Companies' Creditors Arrangement Act:** any proceedings with respect to the Company are commenced in any jurisdiction under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation;

(g) **Liquidation:** an order is made, a resolution is passed, or a petition is filed, for the liquidation, dissolution or winding-up of the Company; and

(h) ***Pari Passu*:** the Company issues any debt or security which rank senior or *pari passu* to the Debentures.

ARTICLE 7
RIGHTS, REMEDIES AND POWERS

7.1 Upon Default

Upon the occurrence of an Event of Default and at any time thereafter, so long as such Event of Default is continuing, the Debentureholder may exercise any or all of the rights, remedies and powers of the

Debentureholder under any applicable legislation or otherwise existing, whether under this Debenture or any other agreement or at law or in equity, and in addition will have the right and power (but will not be obligated) to declare any or all of the Debenture to be immediately due and payable.

7.2 Waiver

The Debentureholder in its absolute discretion may at any time and from time to time by written notice waive any breach by the Company of any of its covenants or agreements herein. No failure or delay on the part of the Debentureholder to exercise any right, remedy or power given herein or by any other existing or future agreement or now or hereafter existing by statute, at law or in equity will operate as a waiver thereof, nor will any single or partial exercise of any such right, remedy or power preclude any other exercise thereof or the exercise of any other such right, remedy or power, nor will any waiver by the Debentureholder be deemed to be a waiver of any subsequent, similar or other event.

ARTICLE 8
OTHER AGREEMENTS

8.1 Withholding Taxes

If the Company is obliged to withhold any payment hereunder on account of present or future taxes, duties, assessments or other governmental charges required by Law, the Company shall make such withholding or deduction and pay the balance owing to the Debentureholder.

8.2 Amendment and Waiver

Neither this Debenture nor any provision hereof may be amended, waived, discharged or terminated except by a document in writing executed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

8.3 Notices and Other Instruments

Any notice, demand or other communication required or permitted to be given to any party hereunder shall be in writing and shall be:

(a) personally delivered to such party; or

(b) except during a period of strike, lock-out or other postal disruption, sent by double registered mail, postage prepaid to the address of such party set forth on page one; or

(c) sent by facsimile transmission or other means of electronic communication to the address of such party set forth on page one;

(d) and shall be deemed to have been received by such party on the earliest of the date of delivery under subsection (a), the actual date of receipt when mailed under subsection (b) and the Business Day following the date of communication under subsection (c). Any party may give written notice to the other parties of a change of address to some other address, in which event any communication shall thereafter be given to such party as hereinbefore provided, at the last such changed address of which the party communication has received written notice.

8.4 Maximum Rate

Notwithstanding any other provisions of this Debenture or any other agreement, the maximum amount (including interest and any other consideration) payable to the Debentureholder in connection with the Obligations and each part thereof shall not exceed the maximum allowable return permitted under the laws of British

Columbia and the laws of Canada applicable therein, and the provisions of this Debenture and all other existing and future agreements are hereby modified to the extent necessary to effect the foregoing.

8.5 Successors and Assigns

This Debenture shall be binding upon the Company and its successors. This Debenture is neither transferable nor assignable.

8.6 Headings, etc.

The division of this Debenture into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

8.7 Severability

The provisions of this Debenture are intended to be severable. If any provision of this Debenture shall be deemed by any court of competent jurisdiction or held to be invalid or void or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

8.8 Modification

From time to time the Company may modify the terms and conditions hereof for any purpose not inconsistent the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein.

8.9 Governing Law

This Debenture shall be governed by and construed in accordance with the laws of the Province of British Columbia and of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE OCTOBER 12, 2019.

THE WARRANTS REPRESENTED HEREBY WILL BE VOID AND OF NO VALUE AFTER 5:00 PM (VANCOUVER TIME) ON JUNE 11, 2022.

CROP INFRASTRUCTURE CORP.
(Incorporated under the laws of British Columbia)

Certificate Number: **2019-04** **4,166,667** Warrants to Purchase **4,166,667** Shares

COMMON SHARE PURCHASE WARRANTS

THIS IS TO CERTIFY THAT, for value received, **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** or its lawful assignee (the "**Holder**") is entitled to subscribe for and purchase up to 4,166,667 fully paid and non-assessable common shares without par value (collectively, the "**Shares**" and individually, a "**Share**") in the capital of Crop Infrastructure Corp. (the "**Company**") at any time on or before 5:00 p.m. Vancouver time on June 11, 2022 (the "**Expiry Date**"), at a price of $0.50 per Share, subject, however, to the provisions and upon the Terms and Conditions attached hereto as Schedule "A" and forming part hereof.

The rights represented by this Warrant Certificate may be exercised by the Holder, in whole or in part (but not as to a fraction of a Share) by surrender of this Warrant Certificate (properly endorsed as required), together with a Warrant Exercise Form in the form attached hereto as Appendix "B", duly completed and executed, to the Company at Suite 600 - 535 Howe Street, Vancouver, BC V6C 2Z7, Attention: Chief Financial Officer, or such other address as the Company may from time to time in writing direct, together with a certified cheque or bank draft payable to or to the order of the Company in payment of the purchase price of the number of Shares subscribed for. The Holder is advised to read "Instruction to Holders" attached hereto as Appendix "A" for details on how to complete the Warrant Exercise Form (as such term is defined in Schedule "A").

[Signature Page to Follow]

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed by its duly authorized officer, this _____ day of June, 2019.

CROP INFRASTRUCTURE CORP.

Per: _____
Authorized Signatory

SCHEDULE "A"

TERMS AND CONDITIONS
ATTACHED TO COMMON SHARE PURCHASE WARRANTS
ISSUED BY CROP INFRASTRUCTURE CORP.
(the "Company")

Each Warrant of the Company, whether single or part of a series, is subject to these Terms and Conditions as they were at the date of issue of the Warrant.

PART 1

DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Terms and Conditions, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

(a) "**Company**" means Crop Infrastructure Corp. and includes any successor corporations;

(b) "**Company's auditor**" means the accountant duly appointed as auditor of the Company;

(c) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(d) "**Exercise Price**" means $0.50 per Share or as may be adjusted as per §4.7;

(e) "**Expiry Date**" means the date defined as such on the face page of the Warrant Certificate;

(f) "**Expiry Time**" means 5:00 p.m. Vancouver time on the Expiry Date;

(g) "**Holder**" means the registered holder of a Warrant;

(h) "**person**" means an individual, corporation, partnership, trustee or any unincorporated organization, and words importing persons have a similar meaning;

(i) "**Shares**" or "**shares**" means the common shares in the capital of the Company, and any shares resulting from any event referred to in §5.2;

(j) "**Warrant**" means a warrant as evidenced by this Warrant Certificate, whereby one (1) Warrant entitles the holder thereof to purchase one (1) Share of the Company (subject to adjustment) on or before the Expiry Date at the Exercise Price;

(k) "**Warrant Certificate**" means the certificate evidencing the Warrant;

(l) "**Warrant Exercise Form**" means Appendix "B" hereof; and

(m) "**Warrant Transfer Form**" means Appendix "C" hereof.

Interpretation

1.2 In these Terms and Conditions, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision;

(b) a reference to a Part means a Part of these Terms and Conditions and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of these Terms and Conditions so designated;

(c) the headings are for convenience only, do not form a part of these Terms and Conditions and are not intended to interpret, define or limit the scope, extent or intent of these Terms and Conditions or any of its provisions;

(d) all dollar amounts referred to herein are expressed in Canadian funds;

(e) time will be of the essence hereof; and

(f) words importing the singular number include the plural and vice versa, and words importing the masculine gender include feminine and neuter genders.

Applicable Law

1.3 The Warrants will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto and will be treated in all respects as legal contracts under the laws of the Province of British Columbia.

PART 2

ISSUE OF WARRANTS

Additional Warrants

2.1 The Company may at any time and from time to time issue Warrants or grant options or similar rights to purchase shares of in its capital.

Issue in Substitution for Lost Warrants

2.2 In case a Warrant Certificate will become mutilated, lost, destroyed or stolen, the Company in its discretion may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen in exchange for, and in place of, and upon cancellation of, such mutilated Warrant Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Warrant Certificate, and the Warrants represented by such substituted Warrant Certificate will be entitled to the benefit hereof and rank equally in accordance with its terms with all other Warrants of the same issue. The Company may charge a reasonable fee for the issuance and delivery of a new Warrant Certificate.

2.3 The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of the issue thereof and in the case of loss, destruction or theft furnish to the Company such evidence of ownership, and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion; and such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion and will pay the reasonable charges of the Company in connection therewith.

Holder not a Shareholder

2.4 The holding of a Warrant will not constitute the Holder a shareholder of the Company, nor entitle the Holder to any right or interest in respect thereof, except as expressly provided in the Warrant Certificate.

Securities Law Exemption

2.5 The Holder acknowledges and agrees that the Warrants and any Shares issued pursuant to the exercise of any Warrants have been or will be issued only on a "private placement" basis and that the Company has no obligation to, and does not intend to, file any prospectus or registration statement in any jurisdiction in order to qualify any of such Warrants and/or Shares for resale.

PART 3

OWNERSHIP AND TRANSFER OF WARRANT

Exchange of Warrants

3.1 A Warrant Certificate in any authorized denomination, upon compliance with the reasonable requirements of the Company, may be exchanged for a Warrant Certificate(s) in any other authorized denomination of the same issue entitling the Holder to purchase an equal aggregate number of Shares at the same Exercise Price and on the same terms as the Warrant Certificate so exchanged.

3.2 Warrants may be exchanged only with the Company. Any Warrants tendered for exchange will be surrendered to the Company and cancelled.

3.3 Subject to compliance with applicable securities laws, the Warrants are transferable on the terms and conditions contained herein and by the Holder completing and submitting to the Company a completed and duly executed Warrant Transfer Form.

Charges for Exchange

3.4 On exchange of Warrants, the Company, except as otherwise herein provided, may charge a reasonable fee for each new Warrant Certificate issued, and payment of any transfer taxes or governmental or other charges required to be paid will be made by the party requesting such exchange.

Ownership of Warrants

3.5 The Company may deem and treat the Holder of a Warrant as the absolute owner of such Warrant for all purposes and will not be affected by any notice or knowledge to the contrary.

Notice to Holder

3.6 Unless herein otherwise expressly provided, any notice to be given hereunder to a Holder will be deemed to be validly given, if mailed to the address of the Holder as set out on the Warrant Certificate. Any notice so given will be deemed to have been received five days from the date of mailing to the Holder or any market intermediary then holding the Warrants of the Holder in any trust account.

PART 4

EXERCISE OF WARRANTS

Method of Exercise of Warrants

4.1 The right to purchase Shares conferred by a Warrant may be exercised by the Holder surrendering the Warrant Certificate, together with a duly completed and executed Warrant Exercise Form and a certified cheque or bank draft payable to, or to the order of, the Company at the address as set out on the Warrant Certificate, for the purchase price applicable at the time of surrender in respect of the shares subscribed for in lawful money of Canada to the Company at the address as set out on the Warrant Exercise Form.

Effect of Exercise of Warrants

4.2 Upon surrender and payment as aforesaid, the shares so subscribed for will be deemed to have been issued, and the Holder will be deemed to have become the holder of such shares on the date of such surrender and payment, and such shares will be issued at the Exercise Price as may be adjusted in the events and in the manner described herein.

4.3 Within 10 business days after surrender and payment as aforesaid, the Company will forthwith cause to be delivered to the person in whose name the shares are directed to be registered as specified in such Warrant Exercise Form, or if no such direction is given, the Holder, a certificate for the appropriate number of shares not exceeding those which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

Subscription for Less than Entitlement

4.4 A Holder may purchase a number of shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of shares less than the number which can be purchased pursuant to a Warrant Certificate, the Holder, upon exercise thereof, will, in addition to certificates representing shares issued on such exercise, and be entitled to receive a new Warrant Certificate in respect of the balance of the shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate but which were not then purchased.

Warrants for Fractions of Shares

4.5 To the extent that a Holder is entitled to receive on the exercise or partial exercise thereof a fraction of a share, such right may be exercised in respect of such fraction only in combination with another Warrant which in the aggregate will entitle the Holder to receive a whole number of shares.

Expiration of Warrants

4.6 After the Expiry Date, all rights under the Warrants will wholly cease and terminate, and the Warrants will thereupon be void and of no effect.

Exercise Price

4.7 The price per share which must be paid to exercise a Warrant is the Exercise Price, as may be adjusted in the events and in the manner described herein.

Limitation on Exercise

4.8 Notwithstanding anything to the contrary contained in the Warrant Certificate, the Warrants shall not be exercisable by the Holder, and the Company shall not effect any exercise of the Warrants or otherwise issue any Shares pursuant hereto, to the extent (but only to the extent) that, after giving effect to such exercise, the Holder or any of its affiliates would beneficially own in excess of 9.9% (the "**Maximum Percentage**") of the issued and outstanding Shares of the Company after such exercise. To the extent the above limitation applies, the determination of whether a Warrant shall be exercised (*vis-à-vis* other convertible, exercisable or exchangeable securities owned by the Holder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Holder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to exercise a Warrant or to issue Warrant Shares pursuant to this Section shall have any effect on the applicability of the provisions of this Section with respect to any subsequent determination of exercisability. For purposes of this Section, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*. The limitations contained in this Section shall apply to a successor Holder of the Warrants. For any reason at any time, upon the written or oral request of the Holder, the Company shall within 1 business day confirm orally and in writing to the

Holder the number of Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Shares, including, without limitation, pursuant to the Warrants. Unless otherwise agreed to by the parties hereto, by written notice to the Company, the Holder may increase or decrease the Maximum Percentage to any other percentage provided that: (a) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Holder sending such notice.

PART 5

ADJUSTMENTS

Adjustments

5.1 If during the term of the Warrants, the Company issues warrants with an exercise price below $0.50 (the "**Offering Warrant Price**"), the Company will adjust the exercise price of the Warrants downward to the to the greater of the (a) the price of such issuance; and (b) the closing market price of the Common Shares on the Exchange on the trading day prior to public dissemination of the news release disclosing the issuance of the Debenture, less the maximum discount permitted by Exchange policies. Further, if during the term of the Warrants, the Company issues warrants with an exercise price below $0.50, the Company will, subject to prior approval from the Exchange, issue to the Holder special warrants at the reduced Exercise Price equal to the number of Warrants that would have been issued if the reduced Conversion Price (as defined in the subscription agreement) was used to calculate the number of Warrants issued on the Issue Date (as defined in the subscription agreement). Under such circumstances, the Company agrees to undertake commercially reasonable efforts to obtain such Exchange approval, and will keep the Debentureholder, or its agent thereof, reasonably updated and informed with respect to the approval process with the Exchange.

5.2 If and whenever the Shares will be subdivided into a greater or consolidated into a lesser number of shares, or in the event of any payment by the Company of a stock dividend (other than a dividend paid in the ordinary course), or in the event that the Company conducts a rights offering to its shareholders, the exercise price will be decreased or increased proportionately as the case may be. Upon any such subdivision, consolidation, payment of a stock dividend or rights offering, the number of shares deliverable upon the exercise of a Warrant and the exercise price of the Warrant will be increased or decreased proportionately as the case may be.

5.3 In case of any reclassification of the capital of the Company, or in the case of the merger, reorganization or amalgamation of the Company with, or into any other company or of the sale of substantially all of the property and assets of the Company to any other company, each Warrant will, after such reclassification of capital, merger, amalgamation or sale, confer the right to purchase that number of shares or other securities or property of the Company or of the company resulting from such reclassification, merger, amalgamation, or to which such sale will be made, as the case may be, which the Holder would then hold if the Holder had exercised the Holder's rights under the Warrant before reclassification of capital, merger, amalgamation or sale; and in any such case, if necessary, appropriate adjustments will be made in the application of the provisions set forth in this Part 5 with respect to the rights and interest thereafter of the Holders to the end that the provisions set forth in this Part 5 will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any Shares or other securities or property thereafter deliverable on the exercise of a Warrant.

5.4 The adjustments provided for in this Part 5 are cumulative.

Determination of Adjustments

5.5 If any question will at any time arise with respect to any adjustments to be made under §5.1 and §5.2, such question will be conclusively determined by the Company's auditor, or, if the Company's auditor declines to so act, any other chartered accountant in Vancouver, British Columbia that the Company may designate (acting reasonably) and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

Hold Period

5.6 The Shares received by the Holder upon the exercise of the Warrants may be subject to a hold period as determined by the *Securities Act* (British Columbia), the rules and policies of the Exchange and/or other applicable securities laws.

PART 6

COVENANTS BY THE COMPANY

Reservation of Shares

6.1 The Company will reserve, and there will remain unissued out of its authorized capital, a sufficient number of shares to satisfy the rights of purchase provided for in all Warrants from time to time outstanding.

PART 7

MODIFICATION OF TERMS, SUCCESSORS

Modification of Terms and Conditions for Certain Purposes

7.1 From time to time the Company may, subject to the provisions of the Warrant Certificate, when so directed by the Holders, modify the terms and conditions hereof, for any one or more or all of the following purposes:

(a) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of counsel for the Company, are necessary or advisable in the circumstances;

(b) making such provisions not inconsistent herewith as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of Warrants on any stock exchange or house;

(c) adding to or altering the provisions hereof in respect of the registration of Warrants making provision for the exchange of Warrant Certificates of different denominations; and making any modification in the form of Warrant Certificates which does not affect the substance thereof;

(d) for any other purpose not inconsistent with the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein; and

(e) to evidence any succession of any corporation and the assumption by any successor of the covenants of the Company herein and in the Warrants contained as provided hereafter in this Part 7.

Company may Amalgamate on Certain Terms

7.2 Nothing herein contained will prevent any amalgamation or merger of the Company with or into any other company, or the sale of the property or assets of the Company to any company lawfully entitled to acquire the same; provided however that the company formed by such merger or amalgamation or which acquires by conveyance or transfer all or substantially all the properties and assets of the Company will, simultaneously with such amalgamation, merger, conveyance or transfer, assume the due and punctual performance and observance of all the covenants and conditions hereof to be performed or observed by the Company and will succeed to and be substituted for the Company, and such changes in phraseology and form (but not in substance) may be made in the Warrant Certificate as may be appropriate in view of such amalgamation, merger or transfer.

Additional Financings

7.3 Nothing herein contained will prevent the Company from issuing any other securities or rights with respect thereto during the period within which a Warrant is exercisable, upon such terms as the Company may deem appropriate.

APPENDIX "A"

INSTRUCTIONS TO HOLDERS

TO EXERCISE:

To exercise Warrants, the Holder must complete, sign and deliver the Warrant Exercise Form, attached as Appendix "B" and deliver the Warrant Certificate(s) to the Company, indicating the number of common shares to be acquired.

TO TRANSFER:

To transfer Warrants, and subject to compliance with applicable securities laws, the Holder must complete, sign and deliver the Warrant Transfer Form, attached as Appendix "C" and deliver the Warrant Certificate(s) to the Company. The Company may require such other certificates or opinions to evidence compliance with applicable securities legislation in Canada.

To transfer Warrants, the Warrant Holder's signature on the Warrant Transfer Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

GENERAL:

If forwarding any documents by mail, registered mail must be employed.

If the Warrant Exercise Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the Warrant Certificate must also be accompanied by evidence of authority to sign satisfactory to the Company.

The address of the Company is:

Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

[End of Appendix "A"]

APPENDIX "B"

WARRANT EXERCISE FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

The undersigned Holder of the within Warrants hereby subscribes for _____ common shares (the "**Shares**") of Crop Infrastructure Corp. (the "**Company**") pursuant to the within Warrants on the terms and price specified in the Warrants. This subscription is accompanied by a certified cheque or bank draft payable to or to the order of the Company for the whole amount of the purchase price of the Shares.

The undersigned hereby directs that the Shares be registered as follows:

NAME(S) IN FULL	**ADDRESS(ES)**	**NUMBER OF SHARES**

If the Shares are issued prior to October 12, 2019, the certificate(s) will bear the following legends:

"Unless permitted under securities legislation, the holder of this security must not trade the security before October 12, 2019."

DATED this _____ day of _____, 201_____.

In the presence of:

_____ _____
Signature of Witness Signature of Holder

_____ _____
Witness's Name Name and Title of Authorized Signatory for the Holder

Please print below your name and address in full.

Legal Name _____

Address _____

_____

INSTRUCTIONS FOR SUBSCRIPTION

The signature to the subscription must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration. If the registration in respect of the certificates representing the Shares to be issued upon exercise of the Warrants differs from the registration of the Warrant Certificates the signature of the registered holder must be guaranteed by an authorized officer of a Canadian chartered bank, or of a major Canadian trust company, or by a medallion signature guarantee from a member recognized under the Signature Medallion Guarantee Program, or from a similar entity in the United States, if this transfer is executed in the United States, or in accordance with industry standards.

In the case of persons signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the form of subscription are being forwarded by mail, registered mail must be employed.

[End of Appendix "B"]

APPENDIX "C"

WARRANT TRANSFER FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

FOR VALUE RECEIVED, the undersigned holder of the within Warrants hereby sells, assigns and transfers to _____, _____ Warrants of Crop Infrastructure Corp. (the "**Company**") registered in the name of the undersigned on the records of the Company and irrevocably appoints _____ the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution.

The undersigned hereby directs that the Warrants hereby transferred be issued and delivered as follows:

NAME IN FULL	**ADDRESS**	**NUMBER OF WARRANTS**

DATED this _____ day of _____, 201_____.

_____ _____

Signature of Warrant Holder Signature Guaranteed

INSTRUCTIONS FOR TRANSFER

Signature of the Warrant Holder must be the signature of the person appearing on the face of this Warrant Certificate.

If the Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Company.

The signature on the Transfer Form must be guaranteed by a chartered bank or trust company, or a member firm of an approved signature guarantee medallion program. The guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

The Warrants will only be transferable in accordance with applicable laws. The Warrants and the common shares issuable upon exercise thereof have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under the securities laws of any state of the United States, and may not be transferred to or for the account or benefit of a U.S. person or any person in the United States without registration under the U.S. Securities Act and applicable state securities laws, or compliance with the requirements of an exemption from registration. "**United States**" and "**U.S. person**" are as defined in Regulation S under the U.S. Securities Act.

[End of Appendix "C"]

END OF DOCUMENT

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY (OR THE COMMON SHARES ISSUABLE ON CONVERSION THEREOF) BEFORE OCTOBER 12, 2019.

SECURED CONVERTIBLE DEBENTURE CERTIFICATE
Crop Infrastructure Corp.

(Incorporated under the laws of the Province of British Columbia)

THE ISSUE PRICE OF THIS NOTE IS $150,000
THE ORIGINAL ISSUE DISCOUNT IS $120,000

DEBENTURE CERTIFICATE NO. **2019-06** **PRINCIPAL AMOUNT $150,000**
PURCHASE PRICE: $120,000

CROP INFRASTRUCTURE CORP. (the "**Company**"), for value received, hereby acknowledges itself indebted and promises to pay to **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** (hereinafter referred to as the "**holder**" or the "**Debentureholder**") at any time following June 11, 2019 (the "**Issue Date**") but on or prior to June 11, 2020 (the "**Maturity Date**"), at such place as the Debentureholder may reasonably designate by notice in writing to the Company, the outstanding Principal Amount in the manner hereinafter provided, and to pay interest on the Principal Amount outstanding from time to time and owing hereunder to the date of payment as hereinafter provided, both before and after maturity or demand, default and judgement.

The Debentureholder has the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, to convert all or any portion of the outstanding Principal Amount into common shares of the Company (each, a "**Common Share**"), at a price of $0.30 per Common Share subject to adjustment as herein provided. At the option of the Debentureholder, any accrued and unpaid interest on the Debenture is convertible into Shares, in whole or in part at a price of $0.30 per Common Share subject to adjustment as herein provided. The Principal Amount of the Debentures and accrued but unpaid interest thereon, may be prepaid prior to Maturity Date, after October 12, 2019, upon providing 30 days' notice to the holders and may only be converted at the option of the Debentureholder. In the event that only part of the Principal Amount of the Debenture is converted into Shares, any accrued and unpaid interest will remain payable.

Conversion of all or any part of the Debenture may only be completed at the offices of the Company or such other office as the Company may advise the holder in writing. This Debenture is issued subject to the terms and conditions appended hereto as Schedule "A".

The obligations under this Debenture will be collaterally secured by the following: (a) a general security agreement constituting a charge and security interest in all of the personal property of the Company; (b) an unlimited guarantee of Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC (collectively, the "**Guarantor**") and collaterally secured by security agreements issued by each Guarantor; (c) a pledge of equity interest from the Company relating to the equity interests of each of the Guarantors; and (d) a first priority deed of trust lien on the real property located in the California, Washington and Nevada, which deed of trust lien shall secure the obligations of each of the Guarantors.

Unless otherwise indicated, a reference to currency means Canadian currency.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Debenture to be executed by a duly authorized officer.

DATED for reference this 11th day of June, 2019.

CROP INFRASTRUCTURE CORP.

Per: Christine Magh
Authorized Signatory

(*See terms and conditions attached hereto as Schedule "A"*)

SCHEDULE "A"

TERMS AND CONDITIONS FOR DEBENTURE

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the meanings set out below.

(a) "**Applicable Securities Laws**" means the securities laws, regulations, policies, notices, rulings and orders in the Provinces of British Columbia and Ontario;

(b) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

(c) "**Company**" means Crop Infrastructure Corp. and its successors and assigns;

(d) "**Common Shares**" means fully-paid and non-assessable common shares in the capital of the Company as constituted on the date hereof which the Debentureholder is entitled to receive upon the conversion of the Debenture pursuant to Article 5;

(e) "**Conversion Date**" or "**Date of Conversion**" means the date on which a written notice of conversion is received by the Company pursuant to §5.2(a);

(f) "**Conversion Price**" means, subject to §5.3, $0.30 per Common Share;

(g) "**Conversion Rights**" means the rights of the Debentureholder to convert the Debenture into Common Shares pursuant to Article 5;

(h) "**Debenture**" means this secured convertible debenture as supplemented, amended or otherwise modified, renewed or replaced from time to time;

(i) "**Events of Default**" shall have the meaning set forth in §6.1;

(j) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(k) "**Excluded Securities**" means any: (a) Common Shares issuable upon the due exercise or conversion of outstanding securities of the Company as of the Issue Date, (b) Common Shares issuable in connection with any *bona fide* arm's length acquisition, amalgamation, joint venture or business combination involving the Company up to a maximum of $5,000,000 in value, and (c) any stock options granted to eligible recipients under the Company's stock option plan;

(l) "**Guaranty**" means a guaranty agreement executed concurrently herewith from Guarantor for the benefit of Debentureholder, as the same may be amended, supplemented or restated from time to time.

(m) "**Guarantor**" means collectively, Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC, together with their successors and assigns.

(n) "**Interest**" means any accrued but unpaid interest with respect to the Principal Amount;

(o) "**Issue Date**" means June 11, 2019;

(p) "**Law**" includes any law (including common law and equity), statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Official Body;

(q) "**Liquidating Event**" shall have the meaning set forth in §3.2;

(r) "**Maturity Date**" means June 11, 2020;

(s) "**Obligations**" shall have the meaning set forth in §3.1;

(t) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal or arbitrator, whether foreign or domestic;

(u) "**Other Debentures**" means each of the other secured convertible debentures issued on the Issue Date, or subsequent tranches, and having the same material terms as the Debenture;

(v) "**Pacific Time**" means the local time in Vancouver, British Columbia, Canada;

(w) "**Person**" means an individual, partnership, corporation, trust, unincorporated association, joint venture or government or any agent, instrument or political subdivision thereof;

(x) "**Principal Amount**" means the principal amount outstanding under this Debenture from time to time; and

(y) "**USA**", "**United States**", or "**U.S.**" means the United States of America, its territories and possessions and any state of the United States, and the District of Columbia.

1.2 Interpretation

For the purposes of this Debenture, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subclause or other subdivision or Schedule;

(b) a reference to an Article means an Article of this Debenture and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Debenture so designated;

(c) the headings are for convenience only, do not form a part of this Debenture and are not intended to interpret, define or limit the scope, extent or intent of this Debenture or any of its provisions;

(d) the word "including", when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as "without limitation" or "but not limited to" or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) unless otherwise indicated, a reference to currency means Canadian currency; and

(f) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2
DEBENTURE

2.1 Principal Amount

The Company agrees to repay to the Debentureholder the Principal Amount of the Debenture, together with interest thereon, by 5:00 p.m. (Pacific Time) on the Maturity Date, subject to the early redemption or conversion of the Debenture, as applicable, pursuant to the terms set forth in §2.4 and Article 5 respectively.

2.2 Interest on Debenture

The Debenture will bear interest at 10% per annum on the Principal Amount from the date of issue (the "**Issue Date**"). Interest is to be calculated from the date noted above and payable quarterly in cash in arrears on the last Business Day of March, June, September and December of each year. The first interest payment will be made on June 28, 2019 and will consist of interest accrued from and including the Issue Date to but excluding June 28, 2019. If the Debentureholder elects, it can be paid in Shares at the Conversion Price.

2.3 Payment of Principal Amount and Interest on Debenture

Any Principal Amount together with any Interest thereon as of the Maturity Date will be paid in full by the Company as at such date.

2.4 Early Redemption of Debenture

The Principal Amount together with any Interest thereon may be prepaid by the Company prior to Maturity Date, after October ♦, 2019, upon providing 30 days' notice to the Debentureholder.

2.5 Use of Proceeds

The proceeds of the Debenture shall be used for the ongoing development of the Company's business model and for general working capital purposes.

2.6 Outstanding Balance

Notwithstanding the stated Principal Amount of this Debenture, the actual outstanding balance of the Debenture from time to time shall be the aggregate outstanding Principal Amount of the Debenture, together with any accrued and unpaid Interest thereon payable by the Company to the Debentureholder pursuant to this Debenture.

ARTICLE 3
SUBORDINATION

3.1 Security

The indebtedness evidenced by the Debenture, including the Principal Amount thereof and any interest thereon, and all other obligations and liability of the Company to the Debentureholder pursuant to this Debenture (collectively, the "**Obligations**"), shall be secured against the assets of the Company pursuant to the terms of a general security agreement of the Company issued in favor of the Debentureholders. In addition, the Obligations will be guaranteed by the Guarantor pursuant to the Guaranty, which Guaranty will be secured against the assets of the Company pursuant to the terms of a general security agreement of each Guarantor issued in favor of the Debentureholders and a pledge of the Company's equity interest in each Guarantor.

3.2 Distribution on Dissolution, Etc.

Upon any sale, in one transaction or a series of transactions, of all, or substantially all, of the assets of the Company or distribution of the assets of the Company upon any dissolution or winding-up or total liquidation of the Company, whether in bankruptcy, liquidation, re-organization, insolvency, receivership or other similar proceedings or upon an assignment to or for the benefit of creditors of the Company or otherwise (each, a "**Liquidating Event**"), the proceeds of such Liquidating Event will be delivered to the Debentureholder in satisfaction of the Obligations.

3.3 Certificate Regarding Creditors

Upon any payment or distribution of assets of the Company referred to in this Article 3, the Debentureholder shall be entitled to rely upon a certificate of the trustee in bankruptcy, receiver, assignee of or for benefit of creditors or other liquidating agent of the Company making such payment or distribution, delivered to the Debentureholder, for the purpose of ascertaining the persons entitled to participate in such distribution, and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 3.

3.4 Rights of Debentureholder Reserved

Nothing contained in this Article 3 or elsewhere in this Debenture is intended to or shall impair, as between the Company and the Debentureholder, the obligation of the Company, which is absolute and unconditional, to pay to the Debentureholder the Principal Amount and Interest on the Debenture, as and when the same shall become due and payable in accordance with their terms, nor shall anything herein prevent the Debentureholder from exercising all remedies otherwise permitted by applicable Law upon default under this Debenture.

3.5 Payment of Debenture Permitted

Nothing contained in this Debenture shall:

(a) prevent the Company, at any time, from making payments of the Principal Amount, Interest and other amounts to the Debentureholder under this Debenture as herein provided;

(b) prevent the conversion of this Debenture into Common Shares as herein provided or as otherwise permitted according to Law, including in connection with a bankruptcy, reorganization, insolvency, or other arrangement with creditors, of the Company; and

(c) prevent the redemption of this Debenture by the Company as herein provided or as otherwise permitted according to Law.

3.6 Debenture to Rank *Pari Passu*

Each of the Other Debentures issued by the Company in conjunction with the issue of this Debenture, as soon as issued or negotiated shall, subject to the terms hereof, be equally and proportionately entitled to the benefits hereof as if all the Debentures had been issued and negotiated simultaneously.

ARTICLE 4
COVENANTS

4.1 Covenants of the Company

The Company covenants and agrees with the Debentureholder that, unless otherwise consented to in writing by the Debentureholder:

(a) **Reservation of Common Shares.** The Company shall at all times have reserved for issuance out of its authorized capital a sufficient number of Common Shares to satisfy its obligations to issue and deliver Common Shares upon the due conversion of the Debenture;

(b) **Approvals and Filings.** The Company shall, in connection with the execution and delivery of this Debenture and the possible conversion of the Debenture into Common Shares, obtain any and all statutory and regulatory approvals required to effect and complete the same and shall file all notices, reports and other documents required to be filed by or on behalf of the Company pursuant to Applicable Securities Laws in respect thereof, including the rules and regulations of the Exchange;

(c) **Resale Restrictions.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof from time to time will be subject to resale restrictions imposed under Applicable Securities Laws and applicable federal and "blue sky" securities laws of the United States and the rules of regulatory bodies having jurisdiction including, without limiting the generality of the foregoing, that the Common Shares so issued shall not be traded for a period of four months from the date of the execution of this Debenture except as permitted by Applicable Securities Laws and, if applicable, with the consent of the Exchange;

(d) **Restrictions in U.S.** This Debenture and the securities deliverable upon conversion hereof have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States. This Debenture may not be converted in the United States, or by or for the account or benefit of a U.S. person or a person in the United States, unless (i) the Common Shares are registered under the U.S. Securities Act and the applicable laws of any such state, or (ii) an exemption from such registration requirements is available, and (iii) the holder has complied with the requirements set forth in the Conversion Form attached hereto as Schedule "B"**.** For the purposes of this §4.1(d), "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act.

(e) **Certificate Legend.** A legend will be placed on the certificates representing the Common Shares issued on conversion of the Debenture denoting the restrictions on transfer imposed by Applicable Securities Laws and the policies of the Exchange, if applicable, including but not limited to the following legend:

> "Unless permitted under securities legislation, the holder of this security must not trade the security (or the common shares issuable on conversion thereof) before October 12, 2019."

(f) **Canadian Securities Laws.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof shall be made pursuant to an exemption from the prospectus requirements available to the Debentureholder or the Company in respect of the transactions contemplated herein under Applicable Securities Laws.

ARTICLE 5
CONVERSION OF DEBENTURE

5.1 Conversion Privilege and Conversion Price

The Debentureholder shall have the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, subject to early redemption, to convert to Common Shares, all or any part of the outstanding Principal Amount together with any accrued and unpaid Interest on the Conversion Date, at the Conversion Price.

5.2 Manner of Exercise of Right to Convert or Purchase

(a) The Debentureholder may, at any time following the Issue Date and at any time while any portion of the Principal Amount is outstanding under this Debenture, convert the outstanding Principal Amount together

with any accrued and unpaid Interest on the Conversion Date, in whole or in part, into Common Shares at the Conversion Price, by delivering to the Company the conversion form attached hereto as Schedule "B" executed by the Debentureholder or the Debentureholder's attorney duly appointed by an instrument in writing, exercising the Debentureholder's right to convert the Debenture in accordance with the provisions of this Article 5. Thereupon, the Debentureholder or, subject to payment of all applicable stamp or security transfer taxes or other governmental charges, the Debentureholder shall be entitled to be entered in the books of the Company as at the Conversion Date (or such later date as is specified in §5.2(b) as the holder of the number of Common Shares into which the Debenture is convertible in accordance with the conversion form then received by the Company and the provisions of this Article 5 and, as soon as practicable thereafter, the Company shall deliver to the Debentureholder and/or, subject as aforesaid, the Debentureholder's nominee(s) or assignee(s), a certificate or certificates for such Common Shares affixed with all required legends;

(b) For the purposes of this Article 5, the Debenture shall be deemed to be converted on the Conversion Date on which the conversion form under §5.2(a) is actually received by the Company, provided that if such conversion form or notice is received on a day on which the register of Common Shares is closed, the person or persons entitled to receive Common Shares shall become the holder or holders of record of such Common Shares as at the date on which such register is next reopened;

(c) Any part of the Principal Amount together with any accrued and unpaid Interest may be converted as provided in §5.2(a); and

(d) The Debentureholder shall be entitled in respect of Common Shares issued upon conversion of the Debenture to dividends declared in favour of shareholders of record of the Company on and after the Conversion Date or such later date as the Debentureholder shall become the holder of record of such Common Shares pursuant to §5.2(b), from which applicable date any Common Shares so issued to the Debentureholder shall for all purposes be and be deemed to be outstanding as fully paid and non-assessable.

5.3 Adjustment of Conversion Price

The Conversion Price in effect at any date shall be subject to adjustment from time to time as follows:

(a) If and whenever at any time while any portion of the Principal Amount is outstanding under this Debenture (referred to in this §5.3 as the "**Time of Expiry**"), the Company shall:

(i) subdivide, redivide or change its Common Shares into a greater number of shares,

(ii) consolidate, reduce or combine its Common Shares into a lesser number of shares, or

(iii) issue Common Shares to all or substantially all of the holders of its Common Shares by way of a stock dividend or other distribution on such Common Shares payable in Common Shares (other than dividends paid in the ordinary course);

(any such event being hereinafter referred to as a "**Capital Reorganization**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in effect on the effective date of such event referred to in §5.3(a) or §5.3(b) or on the record date of such stock dividend referred to in §5.3(c), as the case may be, by a fraction, the numerator of which shall be the number of Common Shares outstanding before giving effect to such Capital Reorganization and the denominator of which shall be the number of Common Shares outstanding after giving effect to such Capital Reorganization. Such adjustment shall be made successively whenever any Capital Reorganization shall occur and any such issue of Common Shares by way of a stock dividend or other such distribution shall be deemed to have been made on the record date thereof for the purpose of calculating the number of outstanding Common Shares under §5.3(a) and §5.3(b);

(b) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share (or having a conversion or exchange price per share) of less than 95% of the Current Market Price (as defined below) per Common Share on such record date (any such event being hereinafter referred to as a "**Rights Offering**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number equal to the number determined by dividing the aggregate purchase price of the additional Common Shares offered for subscription or purchase by such Current Market Price per Common Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the number of the additional Common Shares offered for subscription or purchase. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purpose of any such computation. Such adjustment, if having received prior Exchange approval, shall be made successively whenever such a record date is fixed. To the extent that such Rights Offering is not made or any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(c) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the distribution to all or substantially all the holders of its Common Shares of:

(i) shares of any class whether of the Company or any other corporation (excluding dividends paid in the ordinary course);

(i) rights, options or warrants;

(ii) evidences of indebtedness; or

(iii) other assets or property (excluding dividends paid in the ordinary course);

and if such distribution does not constitute a Capital Reorganization or a Rights Offering or does not consist of rights, options or warrants entitling the holders, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share or having a conversion or exchange price per share of at least 95% of the Current Market Price per Common Share on such record date (any such non-excluded event being hereinafter referred to as a "**Special Distribution**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price per Common Share determined on such record date, less the excess of the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of such Special Distribution over the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of the consideration therefor, if any, received by the Company and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by such Current Market Price per Common Share. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purposes of any such computation. Such adjustment shall be made successively whenever such a record date is fixed. The extent that such Special Distribution is not so made or to the extent any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(d) For the purpose of any computation under §5.3(b) or §5.3(c), the "**Current Market Price**" per Common Share at any date shall be the closing market price per share of such Common Shares on the day immediately preceding such date on the Exchange;

(e) If and whenever at any time prior to the Time of Expiry, there is a reclassification or change of Common Shares into other shares or there is a consolidation, merger, reorganization or amalgamation of the Company with or into another corporation or entity that results in any reclassification of Common Shares or a change of Common Shares into other shares or there is a transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another person (any such event being hereinafter referred to as a "**Reclassification of Common Shares**"), the Debentureholder shall be entitled to receive and shall accept, upon the exercise of the Debentureholder's right of conversion at any time after the effective date thereof, in lieu of the number of Common Shares of the Company to which the Debentureholder was theretofore entitled on conversion, the kind and amount of shares or other securities or money or other property that the Debentureholder would have been entitled to receive as a result of such Reclassification of Common Shares, if, on the effective date thereof, the Debentureholder had been the registered holder of the number of such Common Shares to which the Debentureholder was theretofore entitled upon conversion, subject to adjustment thereafter in accordance with provisions the same, as nearly as may be possible, as those contained in this §5.3;

(f) In any case in which this §5.3 shall require that an adjustment become effective immediately after a record date or agreement date for an event referred to herein, the Company may defer, until the occurrence of such event, issuing or transferring to the Debentureholder who converts on a Conversion Date after such record date or agreement date and before the occurrence of such event the additional Common Shares issuable upon conversion by reason of the adjustment of the Conversion Price required by such event before giving effect to such adjustment; provided, however, that the Company shall deliver to the Debentureholder an appropriate instrument evidencing the Debentureholder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares on and after the Date of Conversion or such later date as the Debentureholder would, but for the provisions of this §5.3(f), have become the holder of record of such additional Common Shares pursuant to §5.3(c);

(g) Except for any Excluded Securities, if any Common Shares of the Company are issued or sold for a price less than $0.30 per Common Share prior to conversion or repayment of the Debentures (the "**Repayment Date**"), the Conversion Price of the Debentures will be adjusted downward to the price of such issuance, subject to prior approval of the Exchange;

(h) In case the Company after the date hereof shall take any action affecting its Common Shares, other than any action described in this §5.3, which in the opinion of the Debentureholder, acting reasonably, would materially affect the conversion rights of the Debentureholder, the Conversion Price shall be adjusted in such manner, at such time and by such action by the directors of the Company, as they may determine, acting reasonably, to be equitable to the Debentureholder and the Company in the circumstances, but subject in all cases to any necessary regulatory approval;

The adjustments provided for in this §5.3 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this §5.3, provided that, notwithstanding any other provision of this §5.3, no adjustment shall be made which would result in any increase in the Conversion Price (except upon a consolidation, reduction or combination of outstanding Common Shares) and no adjustment of the Conversion Price shall be required unless such adjustment would require a decrease of at least 1% in the Conversion Price then in effect; provided, however, that any adjustments which by reason of this subsection (h) are not required to be made shall be carried forward and taken into account in any subsequent adjustment;

(i) In the event that the Exchange or any securities regulatory body of an applicable jurisdiction does not approve a requested downward Conversion Price adjustment as provided for under this Debenture, then such adjustment shall be reduced to the maximum permitted price, and any such shortfall will be paid to the Debentureholder in cash, securities, or a combination thereof by the Company, at the reasonable discretion of the board of directors of the Company, to achieve a substantially similar economic result to the Debentureholder subject to compliance with the rules and policies of the Exchange or applicable securities regulatory body;

(j) In the event of any dispute arising with respect to the adjustments provided in this §5.3, such question shall be conclusively determined by a firm of chartered accountants appointed by the Company (who may be auditors of the Company) and acceptable to the Debentureholder, acting reasonably. Such accountants shall have access to all necessary records of the Company and such determination shall be binding upon the Company and the Debentureholder;

(k) Notwithstanding any other provision herein contained, no adjustment to the Conversion Price shall be made in respect of any event described in this §5.3 (other than the events referred to in paragraphs (i) and (ii) of subsection (a)), if the Debentureholder is entitled, without converting the Debenture, to participate in such event on the same terms mutatis mutandis as if the Debentureholder had converted the Debenture into Common Shares prior to or on the effective date or record date of such event; and

5.4 Limitation on Conversion

Notwithstanding anything to the contrary contained in this Debenture, this Debenture shall not be convertible by the Debentureholder, and the Company shall not effect any conversion of this Debenture or otherwise issue any Common Shares pursuant hereto, to the extent (but only to the extent) that, after giving effect to such conversion, the Debentureholder or any of its affiliates would beneficially own in excess of 9.9% (the "**Maximum Percentage**") of the issued and outstanding Common Shares of the Company after such conversion. To the extent the above limitation applies, the determination of whether this Debenture shall be convertible (*vis-à-vis* other convertible, exercisable or exchangeable securities owned by the Debentureholder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Debentureholder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to convert this Debenture or to issue Common Shares pursuant to this Section shall have any effect on the applicability of the provisions of this Section with respect to any subsequent determination of convertibility. For purposes of this Section, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*. The limitations contained in this Section shall apply to a successor Debentureholder of this Debenture. For any reason at any time, upon the written or oral request of the Debentureholder, the Company shall within one Business Day confirm orally and in writing to the Debentureholder the number of Common Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Common Shares, including, without limitation, pursuant to this Debenture. Unless otherwise agreed to by the parties hereto, by written notice to the Company, the Debentureholder may increase or decrease the Maximum Percentage to any other percentage provided that: (a) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Debentureholder sending such notice.

5.5 No Requirement to Issue Fractional Shares

The Company shall not be required to issue fractional Common Shares upon the conversion of the Debenture pursuant to this Article 5.

5.6 Certificate as to Adjustment

The Company shall from time to time forthwith after the occurrence of any event which requires adjustment or readjustment as provided in §5.3, deliver to the Debentureholder at the Debentureholder's address set forth on the final page hereof, an officer's certificate specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation are based.

5.7 Redemption of Debenture

Notwithstanding anything to the contrary contained herein, this Debenture will be redeemable at the option of the Company prior to 5:00 p.m. (Pacific Time) on the Maturity Date, pursuant to the terms set forth in §2.4.

ARTICLE 6
EVENTS OF DEFAULT

6.1 General

The occurrence of any one or more of the following events ("**Events of Default**") will constitute a default hereunder (whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court of any order, rule or regulation of any administrative or governmental body):

(a) **Non-Compliance:** the Company fails to observe or perform one or more material covenants, agreements, conditions or obligations in favour of the Debentureholder, including a failure to pay any or all of the Principal Amount, interest and other monies due under the Debenture when due, and if the Company or any Guarantor defaults pursuant to the general security agreement of the Company issued in favor of the Debentureholders, and such failure continues unremedied for a period of 15 days after the Debentureholder gives notice thereof to the Company;

(b) **Securities Commissions Filings:** if the Company misses any required material filing with a securities commission or ceases to be a reporting issuer ("**Default Date**"). However, the Company will have a cure period of 15 days after the date of such Default Date to complete the required filings and have any cease trade orders lifted;

(c) **Bankruptcy or Insolvency:** the Company becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, or a bankruptcy petition is filed or presented against the Company, or the Company commits or threatens to commit an act of bankruptcy;

(d) **Receivership:** a receiver or receiver manager of the Company is appointed under any statute or pursuant to any document issued by the Company;

(e) **Compromise or Arrangement:** any proceedings with respect to either of the Company are commenced under the compromise or arrangement provisions of the corporations statute pursuant to which the Company is governed, or the Company enters into an arrangement or compromise with any or all of its creditors pursuant to such provisions or otherwise;

(f) **Companies' Creditors Arrangement Act:** any proceedings with respect to the Company are commenced in any jurisdiction under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation;

(g) **Liquidation:** an order is made, a resolution is passed, or a petition is filed, for the liquidation, dissolution or winding-up of the Company; and

(h) ***Pari Passu*:** the Company issues any debt or security which rank senior or *pari passu* to the Debentures.

ARTICLE 7
RIGHTS, REMEDIES AND POWERS

7.1 Upon Default

Upon the occurrence of an Event of Default and at any time thereafter, so long as such Event of Default is continuing, the Debentureholder may exercise any or all of the rights, remedies and powers of the

Debentureholder under any applicable legislation or otherwise existing, whether under this Debenture or any other agreement or at law or in equity, and in addition will have the right and power (but will not be obligated) to declare any or all of the Debenture to be immediately due and payable.

7.2 Waiver

The Debentureholder in its absolute discretion may at any time and from time to time by written notice waive any breach by the Company of any of its covenants or agreements herein. No failure or delay on the part of the Debentureholder to exercise any right, remedy or power given herein or by any other existing or future agreement or now or hereafter existing by statute, at law or in equity will operate as a waiver thereof, nor will any single or partial exercise of any such right, remedy or power preclude any other exercise thereof or the exercise of any other such right, remedy or power, nor will any waiver by the Debentureholder be deemed to be a waiver of any subsequent, similar or other event.

ARTICLE 8
OTHER AGREEMENTS

8.1 Withholding Taxes

If the Company is obliged to withhold any payment hereunder on account of present or future taxes, duties, assessments or other governmental charges required by Law, the Company shall make such withholding or deduction and pay the balance owing to the Debentureholder.

8.2 Amendment and Waiver

Neither this Debenture nor any provision hereof may be amended, waived, discharged or terminated except by a document in writing executed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

8.3 Notices and Other Instruments

Any notice, demand or other communication required or permitted to be given to any party hereunder shall be in writing and shall be:

(a) personally delivered to such party; or

(b) except during a period of strike, lock-out or other postal disruption, sent by double registered mail, postage prepaid to the address of such party set forth on page one; or

(c) sent by facsimile transmission or other means of electronic communication to the address of such party set forth on page one;

(d) and shall be deemed to have been received by such party on the earliest of the date of delivery under subsection (a), the actual date of receipt when mailed under subsection (b) and the Business Day following the date of communication under subsection (c). Any party may give written notice to the other parties of a change of address to some other address, in which event any communication shall thereafter be given to such party as hereinbefore provided, at the last such changed address of which the party communication has received written notice.

8.4 Maximum Rate

Notwithstanding any other provisions of this Debenture or any other agreement, the maximum amount (including interest and any other consideration) payable to the Debentureholder in connection with the Obligations and each part thereof shall not exceed the maximum allowable return permitted under the laws of British

Columbia and the laws of Canada applicable therein, and the provisions of this Debenture and all other existing and future agreements are hereby modified to the extent necessary to effect the foregoing.

8.5 Successors and Assigns

This Debenture shall be binding upon the Company and its successors. This Debenture is neither transferable nor assignable.

8.6 Headings, etc.

The division of this Debenture into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

8.7 Severability

The provisions of this Debenture are intended to be severable. If any provision of this Debenture shall be deemed by any court of competent jurisdiction or held to be invalid or void or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

8.8 Modification

From time to time the Company may modify the terms and conditions hereof for any purpose not inconsistent the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein.

8.9 Governing Law

This Debenture shall be governed by and construed in accordance with the laws of the Province of British Columbia and of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE OCTOBER 12, 2019.

THE WARRANTS REPRESENTED HEREBY WILL BE VOID AND OF NO VALUE AFTER 5:00 PM (VANCOUVER TIME) ON JUNE 11, 2022.

CROP INFRASTRUCTURE CORP.
(Incorporated under the laws of British Columbia)

Certificate Number: **2019-04** **4,166,667** Warrants to Purchase **4,166,667** Shares

COMMON SHARE PURCHASE WARRANTS

THIS IS TO CERTIFY THAT, for value received, **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** or its lawful assignee (the "**Holder**") is entitled to subscribe for and purchase up to 4,166,667 fully paid and non-assessable common shares without par value (collectively, the "**Shares**" and individually, a "**Share**") in the capital of Crop Infrastructure Corp. (the "**Company**") at any time on or before 5:00 p.m. Vancouver time on June 11, 2022 (the "**Expiry Date**"), at a price of $0.50 per Share, subject, however, to the provisions and upon the Terms and Conditions attached hereto as Schedule "A" and forming part hereof.

The rights represented by this Warrant Certificate may be exercised by the Holder, in whole or in part (but not as to a fraction of a Share) by surrender of this Warrant Certificate (properly endorsed as required), together with a Warrant Exercise Form in the form attached hereto as Appendix "B", duly completed and executed, to the Company at Suite 600 - 535 Howe Street, Vancouver, BC V6C 2Z7, Attention: Chief Financial Officer, or such other address as the Company may from time to time in writing direct, together with a certified cheque or bank draft payable to or to the order of the Company in payment of the purchase price of the number of Shares subscribed for. The Holder is advised to read "Instruction to Holders" attached hereto as Appendix "A" for details on how to complete the Warrant Exercise Form (as such term is defined in Schedule "A").

[Signature Page to Follow]

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed by its duly authorized officer, this _____ day of June, 2019.

CROP INFRASTRUCTURE CORP.

Per: _____
Authorized Signatory

SCHEDULE "A"

TERMS AND CONDITIONS
ATTACHED TO COMMON SHARE PURCHASE WARRANTS
ISSUED BY CROP INFRASTRUCTURE CORP.
(the "Company")

Each Warrant of the Company, whether single or part of a series, is subject to these Terms and Conditions as they were at the date of issue of the Warrant.

PART 1

DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Terms and Conditions, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

(a) "**Company**" means Crop Infrastructure Corp. and includes any successor corporations;

(b) "**Company's auditor**" means the accountant duly appointed as auditor of the Company;

(c) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(d) "**Exercise Price**" means $0.50 per Share or as may be adjusted as per §4.7;

(e) "**Expiry Date**" means the date defined as such on the face page of the Warrant Certificate;

(f) "**Expiry Time**" means 5:00 p.m. Vancouver time on the Expiry Date;

(g) "**Holder**" means the registered holder of a Warrant;

(h) "**person**" means an individual, corporation, partnership, trustee or any unincorporated organization, and words importing persons have a similar meaning;

(i) "**Shares**" or "**shares**" means the common shares in the capital of the Company, and any shares resulting from any event referred to in §5.2;

(j) "**Warrant**" means a warrant as evidenced by this Warrant Certificate, whereby one (1) Warrant entitles the holder thereof to purchase one (1) Share of the Company (subject to adjustment) on or before the Expiry Date at the Exercise Price;

(k) "**Warrant Certificate**" means the certificate evidencing the Warrant;

(l) "**Warrant Exercise Form**" means Appendix "B" hereof; and

(m) "**Warrant Transfer Form**" means Appendix "C" hereof.

Interpretation

1.2 In these Terms and Conditions, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision;

(b) a reference to a Part means a Part of these Terms and Conditions and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of these Terms and Conditions so designated;

(c) the headings are for convenience only, do not form a part of these Terms and Conditions and are not intended to interpret, define or limit the scope, extent or intent of these Terms and Conditions or any of its provisions;

(d) all dollar amounts referred to herein are expressed in Canadian funds;

(e) time will be of the essence hereof; and

(f) words importing the singular number include the plural and vice versa, and words importing the masculine gender include feminine and neuter genders.

Applicable Law

1.3 The Warrants will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto and will be treated in all respects as legal contracts under the laws of the Province of British Columbia.

PART 2

ISSUE OF WARRANTS

Additional Warrants

2.1 The Company may at any time and from time to time issue Warrants or grant options or similar rights to purchase shares of in its capital.

Issue in Substitution for Lost Warrants

2.2 In case a Warrant Certificate will become mutilated, lost, destroyed or stolen, the Company in its discretion may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen in exchange for, and in place of, and upon cancellation of, such mutilated Warrant Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Warrant Certificate, and the Warrants represented by such substituted Warrant Certificate will be entitled to the benefit hereof and rank equally in accordance with its terms with all other Warrants of the same issue. The Company may charge a reasonable fee for the issuance and delivery of a new Warrant Certificate.

2.3 The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of the issue thereof and in the case of loss, destruction or theft furnish to the Company such evidence of ownership, and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion; and such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion and will pay the reasonable charges of the Company in connection therewith.

Holder not a Shareholder

2.4 The holding of a Warrant will not constitute the Holder a shareholder of the Company, nor entitle the Holder to any right or interest in respect thereof, except as expressly provided in the Warrant Certificate.

Securities Law Exemption

2.5 The Holder acknowledges and agrees that the Warrants and any Shares issued pursuant to the exercise of any Warrants have been or will be issued only on a "private placement" basis and that the Company has no obligation to, and does not intend to, file any prospectus or registration statement in any jurisdiction in order to qualify any of such Warrants and/or Shares for resale.

PART 3

OWNERSHIP AND TRANSFER OF WARRANT

Exchange of Warrants

3.1 A Warrant Certificate in any authorized denomination, upon compliance with the reasonable requirements of the Company, may be exchanged for a Warrant Certificate(s) in any other authorized denomination of the same issue entitling the Holder to purchase an equal aggregate number of Shares at the same Exercise Price and on the same terms as the Warrant Certificate so exchanged.

3.2 Warrants may be exchanged only with the Company. Any Warrants tendered for exchange will be surrendered to the Company and cancelled.

3.3 Subject to compliance with applicable securities laws, the Warrants are transferable on the terms and conditions contained herein and by the Holder completing and submitting to the Company a completed and duly executed Warrant Transfer Form.

Charges for Exchange

3.4 On exchange of Warrants, the Company, except as otherwise herein provided, may charge a reasonable fee for each new Warrant Certificate issued, and payment of any transfer taxes or governmental or other charges required to be paid will be made by the party requesting such exchange.

Ownership of Warrants

3.5 The Company may deem and treat the Holder of a Warrant as the absolute owner of such Warrant for all purposes and will not be affected by any notice or knowledge to the contrary.

Notice to Holder

3.6 Unless herein otherwise expressly provided, any notice to be given hereunder to a Holder will be deemed to be validly given, if mailed to the address of the Holder as set out on the Warrant Certificate. Any notice so given will be deemed to have been received five days from the date of mailing to the Holder or any market intermediary then holding the Warrants of the Holder in any trust account.

PART 4

EXERCISE OF WARRANTS

Method of Exercise of Warrants

4.1 The right to purchase Shares conferred by a Warrant may be exercised by the Holder surrendering the Warrant Certificate, together with a duly completed and executed Warrant Exercise Form and a certified cheque or bank draft payable to, or to the order of, the Company at the address as set out on the Warrant Certificate, for the purchase price applicable at the time of surrender in respect of the shares subscribed for in lawful money of Canada to the Company at the address as set out on the Warrant Exercise Form.

Effect of Exercise of Warrants

4.2 Upon surrender and payment as aforesaid, the shares so subscribed for will be deemed to have been issued, and the Holder will be deemed to have become the holder of such shares on the date of such surrender and payment, and such shares will be issued at the Exercise Price as may be adjusted in the events and in the manner described herein.

4.3 Within 10 business days after surrender and payment as aforesaid, the Company will forthwith cause to be delivered to the person in whose name the shares are directed to be registered as specified in such Warrant Exercise Form, or if no such direction is given, the Holder, a certificate for the appropriate number of shares not exceeding those which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

Subscription for Less than Entitlement

4.4 A Holder may purchase a number of shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of shares less than the number which can be purchased pursuant to a Warrant Certificate, the Holder, upon exercise thereof, will, in addition to certificates representing shares issued on such exercise, and be entitled to receive a new Warrant Certificate in respect of the balance of the shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate but which were not then purchased.

Warrants for Fractions of Shares

4.5 To the extent that a Holder is entitled to receive on the exercise or partial exercise thereof a fraction of a share, such right may be exercised in respect of such fraction only in combination with another Warrant which in the aggregate will entitle the Holder to receive a whole number of shares.

Expiration of Warrants

4.6 After the Expiry Date, all rights under the Warrants will wholly cease and terminate, and the Warrants will thereupon be void and of no effect.

Exercise Price

4.7 The price per share which must be paid to exercise a Warrant is the Exercise Price, as may be adjusted in the events and in the manner described herein.

Limitation on Exercise

4.8 Notwithstanding anything to the contrary contained in the Warrant Certificate, the Warrants shall not be exercisable by the Holder, and the Company shall not effect any exercise of the Warrants or otherwise issue any Shares pursuant hereto, to the extent (but only to the extent) that, after giving effect to such exercise, the Holder or any of its affiliates would beneficially own in excess of 9.9% (the "**Maximum Percentage**") of the issued and outstanding Shares of the Company after such exercise. To the extent the above limitation applies, the determination of whether a Warrant shall be exercised (*vis-à-vis* other convertible, exercisable or exchangeable securities owned by the Holder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Holder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to exercise a Warrant or to issue Warrant Shares pursuant to this Section shall have any effect on the applicability of the provisions of this Section with respect to any subsequent determination of exercisability. For purposes of this Section, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*. The limitations contained in this Section shall apply to a successor Holder of the Warrants. For any reason at any time, upon the written or oral request of the Holder, the Company shall within 1 business day confirm orally and in writing to the

Holder the number of Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Shares, including, without limitation, pursuant to the Warrants. Unless otherwise agreed to by the parties hereto, by written notice to the Company, the Holder may increase or decrease the Maximum Percentage to any other percentage provided that: (a) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Holder sending such notice.

PART 5

ADJUSTMENTS

Adjustments

5.1 If during the term of the Warrants, the Company issues warrants with an exercise price below $0.50 (the "**Offering Warrant Price**"), the Company will adjust the exercise price of the Warrants downward to the to the greater of the (a) the price of such issuance; and (b) the closing market price of the Common Shares on the Exchange on the trading day prior to public dissemination of the news release disclosing the issuance of the Debenture, less the maximum discount permitted by Exchange policies. Further, if during the term of the Warrants, the Company issues warrants with an exercise price below $0.50, the Company will, subject to prior approval from the Exchange, issue to the Holder special warrants at the reduced Exercise Price equal to the number of Warrants that would have been issued if the reduced Conversion Price (as defined in the subscription agreement) was used to calculate the number of Warrants issued on the Issue Date (as defined in the subscription agreement). Under such circumstances, the Company agrees to undertake commercially reasonable efforts to obtain such Exchange approval, and will keep the Debentureholder, or its agent thereof, reasonably updated and informed with respect to the approval process with the Exchange.

5.2 If and whenever the Shares will be subdivided into a greater or consolidated into a lesser number of shares, or in the event of any payment by the Company of a stock dividend (other than a dividend paid in the ordinary course), or in the event that the Company conducts a rights offering to its shareholders, the exercise price will be decreased or increased proportionately as the case may be. Upon any such subdivision, consolidation, payment of a stock dividend or rights offering, the number of shares deliverable upon the exercise of a Warrant and the exercise price of the Warrant will be increased or decreased proportionately as the case may be.

5.3 In case of any reclassification of the capital of the Company, or in the case of the merger, reorganization or amalgamation of the Company with, or into any other company or of the sale of substantially all of the property and assets of the Company to any other company, each Warrant will, after such reclassification of capital, merger, amalgamation or sale, confer the right to purchase that number of shares or other securities or property of the Company or of the company resulting from such reclassification, merger, amalgamation, or to which such sale will be made, as the case may be, which the Holder would then hold if the Holder had exercised the Holder's rights under the Warrant before reclassification of capital, merger, amalgamation or sale; and in any such case, if necessary, appropriate adjustments will be made in the application of the provisions set forth in this Part 5 with respect to the rights and interest thereafter of the Holders to the end that the provisions set forth in this Part 5 will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any Shares or other securities or property thereafter deliverable on the exercise of a Warrant.

5.4 The adjustments provided for in this Part 5 are cumulative.

Determination of Adjustments

5.5 If any question will at any time arise with respect to any adjustments to be made under §5.1 and §5.2, such question will be conclusively determined by the Company's auditor, or, if the Company's auditor declines to so act, any other chartered accountant in Vancouver, British Columbia that the Company may designate (acting reasonably) and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

Hold Period

5.6 The Shares received by the Holder upon the exercise of the Warrants may be subject to a hold period as determined by the *Securities Act* (British Columbia), the rules and policies of the Exchange and/or other applicable securities laws.

PART 6

COVENANTS BY THE COMPANY

Reservation of Shares

6.1 The Company will reserve, and there will remain unissued out of its authorized capital, a sufficient number of shares to satisfy the rights of purchase provided for in all Warrants from time to time outstanding.

PART 7

MODIFICATION OF TERMS, SUCCESSORS

Modification of Terms and Conditions for Certain Purposes

7.1 From time to time the Company may, subject to the provisions of the Warrant Certificate, when so directed by the Holders, modify the terms and conditions hereof, for any one or more or all of the following purposes:

(a) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of counsel for the Company, are necessary or advisable in the circumstances;

(b) making such provisions not inconsistent herewith as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of Warrants on any stock exchange or house;

(c) adding to or altering the provisions hereof in respect of the registration of Warrants making provision for the exchange of Warrant Certificates of different denominations; and making any modification in the form of Warrant Certificates which does not affect the substance thereof;

(d) for any other purpose not inconsistent with the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein; and

(e) to evidence any succession of any corporation and the assumption by any successor of the covenants of the Company herein and in the Warrants contained as provided hereafter in this Part 7.

Company may Amalgamate on Certain Terms

7.2 Nothing herein contained will prevent any amalgamation or merger of the Company with or into any other company, or the sale of the property or assets of the Company to any company lawfully entitled to acquire the same; provided however that the company formed by such merger or amalgamation or which acquires by conveyance or transfer all or substantially all the properties and assets of the Company will, simultaneously with such amalgamation, merger, conveyance or transfer, assume the due and punctual performance and observance of all the covenants and conditions hereof to be performed or observed by the Company and will succeed to and be substituted for the Company, and such changes in phraseology and form (but not in substance) may be made in the Warrant Certificate as may be appropriate in view of such amalgamation, merger or transfer.

Additional Financings

7.3 Nothing herein contained will prevent the Company from issuing any other securities or rights with respect thereto during the period within which a Warrant is exercisable, upon such terms as the Company may deem appropriate.

APPENDIX "A"

INSTRUCTIONS TO HOLDERS

TO EXERCISE:

To exercise Warrants, the Holder must complete, sign and deliver the Warrant Exercise Form, attached as Appendix "B" and deliver the Warrant Certificate(s) to the Company, indicating the number of common shares to be acquired.

TO TRANSFER:

To transfer Warrants, and subject to compliance with applicable securities laws, the Holder must complete, sign and deliver the Warrant Transfer Form, attached as Appendix "C" and deliver the Warrant Certificate(s) to the Company. The Company may require such other certificates or opinions to evidence compliance with applicable securities legislation in Canada.

To transfer Warrants, the Warrant Holder's signature on the Warrant Transfer Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

GENERAL:

If forwarding any documents by mail, registered mail must be employed.

If the Warrant Exercise Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the Warrant Certificate must also be accompanied by evidence of authority to sign satisfactory to the Company.

The address of the Company is:

Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

[End of Appendix "A"]

APPENDIX "B"

WARRANT EXERCISE FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

The undersigned Holder of the within Warrants hereby subscribes for _____ common shares (the "**Shares**") of Crop Infrastructure Corp. (the "**Company**") pursuant to the within Warrants on the terms and price specified in the Warrants. This subscription is accompanied by a certified cheque or bank draft payable to or to the order of the Company for the whole amount of the purchase price of the Shares.

The undersigned hereby directs that the Shares be registered as follows:

NAME(S) IN FULL	**ADDRESS(ES)**	**NUMBER OF SHARES**

If the Shares are issued prior to October 12, 2019, the certificate(s) will bear the following legends:

"Unless permitted under securities legislation, the holder of this security must not trade the security before October 12, 2019."

DATED this _____ day of _____, 201_____.

In the presence of:

_____ _____
Signature of Witness Signature of Holder

_____ _____
Witness's Name Name and Title of Authorized Signatory for the Holder

Please print below your name and address in full.

Legal Name _____

Address _____

_____

INSTRUCTIONS FOR SUBSCRIPTION

The signature to the subscription must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration. If the registration in respect of the certificates representing the Shares to be issued upon exercise of the Warrants differs from the registration of the Warrant Certificates the signature of the registered holder must be guaranteed by an authorized officer of a Canadian chartered bank, or of a major Canadian trust company, or by a medallion signature guarantee from a member recognized under the Signature Medallion Guarantee Program, or from a similar entity in the United States, if this transfer is executed in the United States, or in accordance with industry standards.

In the case of persons signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the form of subscription are being forwarded by mail, registered mail must be employed.

[End of Appendix "B"]

APPENDIX "C"

WARRANT TRANSFER FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

FOR VALUE RECEIVED, the undersigned holder of the within Warrants hereby sells, assigns and transfers to _____, _____ Warrants of Crop Infrastructure Corp. (the "**Company**") registered in the name of the undersigned on the records of the Company and irrevocably appoints _____ the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution.

The undersigned hereby directs that the Warrants hereby transferred be issued and delivered as follows:

NAME IN FULL	**ADDRESS**	**NUMBER OF WARRANTS**

DATED this _____ day of _____, 201_____.

_____ _____

Signature of Warrant Holder Signature Guaranteed

INSTRUCTIONS FOR TRANSFER

Signature of the Warrant Holder must be the signature of the person appearing on the face of this Warrant Certificate.

If the Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Company.

The signature on the Transfer Form must be guaranteed by a chartered bank or trust company, or a member firm of an approved signature guarantee medallion program. The guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

The Warrants will only be transferable in accordance with applicable laws. The Warrants and the common shares issuable upon exercise thereof have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under the securities laws of any state of the United States, and may not be transferred to or for the account or benefit of a U.S. person or any person in the United States without registration under the U.S. Securities Act and applicable state securities laws, or compliance with the requirements of an exemption from registration. "**United States**" and "**U.S. person**" are as defined in Regulation S under the U.S. Securities Act.

[End of Appendix "C"]

END OF DOCUMENT

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY (OR THE COMMON SHARES ISSUABLE ON CONVERSION THEREOF) BEFORE OCTOBER 12, 2019.

SECURED CONVERTIBLE DEBENTURE CERTIFICATE
Crop Infrastructure Corp.

(Incorporated under the laws of the Province of British Columbia)

THE ISSUE PRICE OF THIS NOTE IS $150,000
THE ORIGINAL ISSUE DISCOUNT IS $120,000

DEBENTURE CERTIFICATE NO. **2019-06** **PRINCIPAL AMOUNT $150,000**
PURCHASE PRICE: $120,000

CROP INFRASTRUCTURE CORP. (the "**Company**"), for value received, hereby acknowledges itself indebted and promises to pay to **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** (hereinafter referred to as the "**holder**" or the "**Debentureholder**") at any time following June 11, 2019 (the "**Issue Date**") but on or prior to June 11, 2020 (the "**Maturity Date**"), at such place as the Debentureholder may reasonably designate by notice in writing to the Company, the outstanding Principal Amount in the manner hereinafter provided, and to pay interest on the Principal Amount outstanding from time to time and owing hereunder to the date of payment as hereinafter provided, both before and after maturity or demand, default and judgement.

The Debentureholder has the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, to convert all or any portion of the outstanding Principal Amount into common shares of the Company (each, a "**Common Share**"), at a price of $0.30 per Common Share subject to adjustment as herein provided. At the option of the Debentureholder, any accrued and unpaid interest on the Debenture is convertible into Shares, in whole or in part at a price of $0.30 per Common Share subject to adjustment as herein provided. The Principal Amount of the Debentures and accrued but unpaid interest thereon, may be prepaid prior to Maturity Date, after October 12, 2019, upon providing 30 days' notice to the holders and may only be converted at the option of the Debentureholder. In the event that only part of the Principal Amount of the Debenture is converted into Shares, any accrued and unpaid interest will remain payable.

Conversion of all or any part of the Debenture may only be completed at the offices of the Company or such other office as the Company may advise the holder in writing. This Debenture is issued subject to the terms and conditions appended hereto as Schedule "A".

The obligations under this Debenture will be collaterally secured by the following: (a) a general security agreement constituting a charge and security interest in all of the personal property of the Company; (b) an unlimited guarantee of Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC (collectively, the "**Guarantor**") and collaterally secured by security agreements issued by each Guarantor; (c) a pledge of equity interest from the Company relating to the equity interests of each of the Guarantors; and (d) a first priority deed of trust lien on the real property located in the California, Washington and Nevada, which deed of trust lien shall secure the obligations of each of the Guarantors.

Unless otherwise indicated, a reference to currency means Canadian currency.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Debenture to be executed by a duly authorized officer.

DATED for reference this 11th day of June, 2019.

CROP INFRASTRUCTURE CORP.

Per: Christine Magh
Authorized Signatory

(*See terms and conditions attached hereto as Schedule "A"*)

SCHEDULE "A"

TERMS AND CONDITIONS FOR DEBENTURE

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the meanings set out below.

(a) "**Applicable Securities Laws**" means the securities laws, regulations, policies, notices, rulings and orders in the Provinces of British Columbia and Ontario;

(b) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

(c) "**Company**" means Crop Infrastructure Corp. and its successors and assigns;

(d) "**Common Shares**" means fully-paid and non-assessable common shares in the capital of the Company as constituted on the date hereof which the Debentureholder is entitled to receive upon the conversion of the Debenture pursuant to Article 5;

(e) "**Conversion Date**" or "**Date of Conversion**" means the date on which a written notice of conversion is received by the Company pursuant to §5.2(a);

(f) "**Conversion Price**" means, subject to §5.3, $0.30 per Common Share;

(g) "**Conversion Rights**" means the rights of the Debentureholder to convert the Debenture into Common Shares pursuant to Article 5;

(h) "**Debenture**" means this secured convertible debenture as supplemented, amended or otherwise modified, renewed or replaced from time to time;

(i) "**Events of Default**" shall have the meaning set forth in §6.1;

(j) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(k) "**Excluded Securities**" means any: (a) Common Shares issuable upon the due exercise or conversion of outstanding securities of the Company as of the Issue Date, (b) Common Shares issuable in connection with any *bona fide* arm's length acquisition, amalgamation, joint venture or business combination involving the Company up to a maximum of $5,000,000 in value, and (c) any stock options granted to eligible recipients under the Company's stock option plan;

(l) "**Guaranty**" means a guaranty agreement executed concurrently herewith from Guarantor for the benefit of Debentureholder, as the same may be amended, supplemented or restated from time to time.

(m) "**Guarantor**" means collectively, Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC, together with their successors and assigns.

(n) "**Interest**" means any accrued but unpaid interest with respect to the Principal Amount;

(o) "**Issue Date**" means June 11, 2019;

(p) "**Law**" includes any law (including common law and equity), statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Official Body;

(q) "**Liquidating Event**" shall have the meaning set forth in §3.2;

(r) "**Maturity Date**" means June 11, 2020;

(s) "**Obligations**" shall have the meaning set forth in §3.1;

(t) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal or arbitrator, whether foreign or domestic;

(u) "**Other Debentures**" means each of the other secured convertible debentures issued on the Issue Date, or subsequent tranches, and having the same material terms as the Debenture;

(v) "**Pacific Time**" means the local time in Vancouver, British Columbia, Canada;

(w) "**Person**" means an individual, partnership, corporation, trust, unincorporated association, joint venture or government or any agent, instrument or political subdivision thereof;

(x) "**Principal Amount**" means the principal amount outstanding under this Debenture from time to time; and

(y) "**USA**", "**United States**", or "**U.S.**" means the United States of America, its territories and possessions and any state of the United States, and the District of Columbia.

1.2 Interpretation

For the purposes of this Debenture, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subclause or other subdivision or Schedule;

(b) a reference to an Article means an Article of this Debenture and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Debenture so designated;

(c) the headings are for convenience only, do not form a part of this Debenture and are not intended to interpret, define or limit the scope, extent or intent of this Debenture or any of its provisions;

(d) the word "including", when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as "without limitation" or "but not limited to" or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) unless otherwise indicated, a reference to currency means Canadian currency; and

(f) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2
DEBENTURE

2.1 Principal Amount

The Company agrees to repay to the Debentureholder the Principal Amount of the Debenture, together with interest thereon, by 5:00 p.m. (Pacific Time) on the Maturity Date, subject to the early redemption or conversion of the Debenture, as applicable, pursuant to the terms set forth in §2.4 and Article 5 respectively.

2.2 Interest on Debenture

The Debenture will bear interest at 10% per annum on the Principal Amount from the date of issue (the "**Issue Date**"). Interest is to be calculated from the date noted above and payable quarterly in cash in arrears on the last Business Day of March, June, September and December of each year. The first interest payment will be made on June 28, 2019 and will consist of interest accrued from and including the Issue Date to but excluding June 28, 2019. If the Debentureholder elects, it can be paid in Shares at the Conversion Price.

2.3 Payment of Principal Amount and Interest on Debenture

Any Principal Amount together with any Interest thereon as of the Maturity Date will be paid in full by the Company as at such date.

2.4 Early Redemption of Debenture

The Principal Amount together with any Interest thereon may be prepaid by the Company prior to Maturity Date, after October ♦, 2019, upon providing 30 days' notice to the Debentureholder.

2.5 Use of Proceeds

The proceeds of the Debenture shall be used for the ongoing development of the Company's business model and for general working capital purposes.

2.6 Outstanding Balance

Notwithstanding the stated Principal Amount of this Debenture, the actual outstanding balance of the Debenture from time to time shall be the aggregate outstanding Principal Amount of the Debenture, together with any accrued and unpaid Interest thereon payable by the Company to the Debentureholder pursuant to this Debenture.

ARTICLE 3
SUBORDINATION

3.1 Security

The indebtedness evidenced by the Debenture, including the Principal Amount thereof and any interest thereon, and all other obligations and liability of the Company to the Debentureholder pursuant to this Debenture (collectively, the "**Obligations**"), shall be secured against the assets of the Company pursuant to the terms of a general security agreement of the Company issued in favor of the Debentureholders. In addition, the Obligations will be guaranteed by the Guarantor pursuant to the Guaranty, which Guaranty will be secured against the assets of the Company pursuant to the terms of a general security agreement of each Guarantor issued in favor of the Debentureholders and a pledge of the Company's equity interest in each Guarantor.

3.2 Distribution on Dissolution, Etc.

Upon any sale, in one transaction or a series of transactions, of all, or substantially all, of the assets of the Company or distribution of the assets of the Company upon any dissolution or winding-up or total liquidation of the Company, whether in bankruptcy, liquidation, re-organization, insolvency, receivership or other similar proceedings or upon an assignment to or for the benefit of creditors of the Company or otherwise (each, a "**Liquidating Event**"), the proceeds of such Liquidating Event will be delivered to the Debentureholder in satisfaction of the Obligations.

3.3 Certificate Regarding Creditors

Upon any payment or distribution of assets of the Company referred to in this Article 3, the Debentureholder shall be entitled to rely upon a certificate of the trustee in bankruptcy, receiver, assignee of or for benefit of creditors or other liquidating agent of the Company making such payment or distribution, delivered to the Debentureholder, for the purpose of ascertaining the persons entitled to participate in such distribution, and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 3.

3.4 Rights of Debentureholder Reserved

Nothing contained in this Article 3 or elsewhere in this Debenture is intended to or shall impair, as between the Company and the Debentureholder, the obligation of the Company, which is absolute and unconditional, to pay to the Debentureholder the Principal Amount and Interest on the Debenture, as and when the same shall become due and payable in accordance with their terms, nor shall anything herein prevent the Debentureholder from exercising all remedies otherwise permitted by applicable Law upon default under this Debenture.

3.5 Payment of Debenture Permitted

Nothing contained in this Debenture shall:

(a) prevent the Company, at any time, from making payments of the Principal Amount, Interest and other amounts to the Debentureholder under this Debenture as herein provided;

(b) prevent the conversion of this Debenture into Common Shares as herein provided or as otherwise permitted according to Law, including in connection with a bankruptcy, reorganization, insolvency, or other arrangement with creditors, of the Company; and

(c) prevent the redemption of this Debenture by the Company as herein provided or as otherwise permitted according to Law.

3.6 Debenture to Rank *Pari Passu*

Each of the Other Debentures issued by the Company in conjunction with the issue of this Debenture, as soon as issued or negotiated shall, subject to the terms hereof, be equally and proportionately entitled to the benefits hereof as if all the Debentures had been issued and negotiated simultaneously.

ARTICLE 4
COVENANTS

4.1 Covenants of the Company

The Company covenants and agrees with the Debentureholder that, unless otherwise consented to in writing by the Debentureholder:

(a) **Reservation of Common Shares.** The Company shall at all times have reserved for issuance out of its authorized capital a sufficient number of Common Shares to satisfy its obligations to issue and deliver Common Shares upon the due conversion of the Debenture;

(b) **Approvals and Filings.** The Company shall, in connection with the execution and delivery of this Debenture and the possible conversion of the Debenture into Common Shares, obtain any and all statutory and regulatory approvals required to effect and complete the same and shall file all notices, reports and other documents required to be filed by or on behalf of the Company pursuant to Applicable Securities Laws in respect thereof, including the rules and regulations of the Exchange;

(c) **Resale Restrictions.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof from time to time will be subject to resale restrictions imposed under Applicable Securities Laws and applicable federal and "blue sky" securities laws of the United States and the rules of regulatory bodies having jurisdiction including, without limiting the generality of the foregoing, that the Common Shares so issued shall not be traded for a period of four months from the date of the execution of this Debenture except as permitted by Applicable Securities Laws and, if applicable, with the consent of the Exchange;

(d) **Restrictions in U.S.** This Debenture and the securities deliverable upon conversion hereof have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States. This Debenture may not be converted in the United States, or by or for the account or benefit of a U.S. person or a person in the United States, unless (i) the Common Shares are registered under the U.S. Securities Act and the applicable laws of any such state, or (ii) an exemption from such registration requirements is available, and (iii) the holder has complied with the requirements set forth in the Conversion Form attached hereto as Schedule "B"**.** For the purposes of this §4.1(d), "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act.

(e) **Certificate Legend.** A legend will be placed on the certificates representing the Common Shares issued on conversion of the Debenture denoting the restrictions on transfer imposed by Applicable Securities Laws and the policies of the Exchange, if applicable, including but not limited to the following legend:

> "Unless permitted under securities legislation, the holder of this security must not trade the security (or the common shares issuable on conversion thereof) before October 12, 2019."

(f) **Canadian Securities Laws.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof shall be made pursuant to an exemption from the prospectus requirements available to the Debentureholder or the Company in respect of the transactions contemplated herein under Applicable Securities Laws.

ARTICLE 5
CONVERSION OF DEBENTURE

5.1 Conversion Privilege and Conversion Price

The Debentureholder shall have the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, subject to early redemption, to convert to Common Shares, all or any part of the outstanding Principal Amount together with any accrued and unpaid Interest on the Conversion Date, at the Conversion Price.

5.2 Manner of Exercise of Right to Convert or Purchase

(a) The Debentureholder may, at any time following the Issue Date and at any time while any portion of the Principal Amount is outstanding under this Debenture, convert the outstanding Principal Amount together

with any accrued and unpaid Interest on the Conversion Date, in whole or in part, into Common Shares at the Conversion Price, by delivering to the Company the conversion form attached hereto as Schedule "B" executed by the Debentureholder or the Debentureholder's attorney duly appointed by an instrument in writing, exercising the Debentureholder's right to convert the Debenture in accordance with the provisions of this Article 5. Thereupon, the Debentureholder or, subject to payment of all applicable stamp or security transfer taxes or other governmental charges, the Debentureholder shall be entitled to be entered in the books of the Company as at the Conversion Date (or such later date as is specified in §5.2(b) as the holder of the number of Common Shares into which the Debenture is convertible in accordance with the conversion form then received by the Company and the provisions of this Article 5 and, as soon as practicable thereafter, the Company shall deliver to the Debentureholder and/or, subject as aforesaid, the Debentureholder's nominee(s) or assignee(s), a certificate or certificates for such Common Shares affixed with all required legends;

(b) For the purposes of this Article 5, the Debenture shall be deemed to be converted on the Conversion Date on which the conversion form under §5.2(a) is actually received by the Company, provided that if such conversion form or notice is received on a day on which the register of Common Shares is closed, the person or persons entitled to receive Common Shares shall become the holder or holders of record of such Common Shares as at the date on which such register is next reopened;

(c) Any part of the Principal Amount together with any accrued and unpaid Interest may be converted as provided in §5.2(a); and

(d) The Debentureholder shall be entitled in respect of Common Shares issued upon conversion of the Debenture to dividends declared in favour of shareholders of record of the Company on and after the Conversion Date or such later date as the Debentureholder shall become the holder of record of such Common Shares pursuant to §5.2(b), from which applicable date any Common Shares so issued to the Debentureholder shall for all purposes be and be deemed to be outstanding as fully paid and non-assessable.

5.3 Adjustment of Conversion Price

The Conversion Price in effect at any date shall be subject to adjustment from time to time as follows:

(a) If and whenever at any time while any portion of the Principal Amount is outstanding under this Debenture (referred to in this §5.3 as the "**Time of Expiry**"), the Company shall:

(i) subdivide, redivide or change its Common Shares into a greater number of shares,

(ii) consolidate, reduce or combine its Common Shares into a lesser number of shares, or

(iii) issue Common Shares to all or substantially all of the holders of its Common Shares by way of a stock dividend or other distribution on such Common Shares payable in Common Shares (other than dividends paid in the ordinary course);

(any such event being hereinafter referred to as a "**Capital Reorganization**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in effect on the effective date of such event referred to in §5.3(a) or §5.3(b) or on the record date of such stock dividend referred to in §5.3(c), as the case may be, by a fraction, the numerator of which shall be the number of Common Shares outstanding before giving effect to such Capital Reorganization and the denominator of which shall be the number of Common Shares outstanding after giving effect to such Capital Reorganization. Such adjustment shall be made successively whenever any Capital Reorganization shall occur and any such issue of Common Shares by way of a stock dividend or other such distribution shall be deemed to have been made on the record date thereof for the purpose of calculating the number of outstanding Common Shares under §5.3(a) and §5.3(b);

(b) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share (or having a conversion or exchange price per share) of less than 95% of the Current Market Price (as defined below) per Common Share on such record date (any such event being hereinafter referred to as a "**Rights Offering**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number equal to the number determined by dividing the aggregate purchase price of the additional Common Shares offered for subscription or purchase by such Current Market Price per Common Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the number of the additional Common Shares offered for subscription or purchase. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purpose of any such computation. Such adjustment, if having received prior Exchange approval, shall be made successively whenever such a record date is fixed. To the extent that such Rights Offering is not made or any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(c) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the distribution to all or substantially all the holders of its Common Shares of:

(i) shares of any class whether of the Company or any other corporation (excluding dividends paid in the ordinary course);

(i) rights, options or warrants;

(ii) evidences of indebtedness; or

(iii) other assets or property (excluding dividends paid in the ordinary course);

and if such distribution does not constitute a Capital Reorganization or a Rights Offering or does not consist of rights, options or warrants entitling the holders, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share or having a conversion or exchange price per share of at least 95% of the Current Market Price per Common Share on such record date (any such non-excluded event being hereinafter referred to as a "**Special Distribution**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price per Common Share determined on such record date, less the excess of the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of such Special Distribution over the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of the consideration therefor, if any, received by the Company and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by such Current Market Price per Common Share. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purposes of any such computation. Such adjustment shall be made successively whenever such a record date is fixed. The extent that such Special Distribution is not so made or to the extent any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(d) For the purpose of any computation under §5.3(b) or §5.3(c), the "**Current Market Price**" per Common Share at any date shall be the closing market price per share of such Common Shares on the day immediately preceding such date on the Exchange;

(e) If and whenever at any time prior to the Time of Expiry, there is a reclassification or change of Common Shares into other shares or there is a consolidation, merger, reorganization or amalgamation of the Company with or into another corporation or entity that results in any reclassification of Common Shares or a change of Common Shares into other shares or there is a transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another person (any such event being hereinafter referred to as a "**Reclassification of Common Shares**"), the Debentureholder shall be entitled to receive and shall accept, upon the exercise of the Debentureholder's right of conversion at any time after the effective date thereof, in lieu of the number of Common Shares of the Company to which the Debentureholder was theretofore entitled on conversion, the kind and amount of shares or other securities or money or other property that the Debentureholder would have been entitled to receive as a result of such Reclassification of Common Shares, if, on the effective date thereof, the Debentureholder had been the registered holder of the number of such Common Shares to which the Debentureholder was theretofore entitled upon conversion, subject to adjustment thereafter in accordance with provisions the same, as nearly as may be possible, as those contained in this §5.3;

(f) In any case in which this §5.3 shall require that an adjustment become effective immediately after a record date or agreement date for an event referred to herein, the Company may defer, until the occurrence of such event, issuing or transferring to the Debentureholder who converts on a Conversion Date after such record date or agreement date and before the occurrence of such event the additional Common Shares issuable upon conversion by reason of the adjustment of the Conversion Price required by such event before giving effect to such adjustment; provided, however, that the Company shall deliver to the Debentureholder an appropriate instrument evidencing the Debentureholder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares on and after the Date of Conversion or such later date as the Debentureholder would, but for the provisions of this §5.3(f), have become the holder of record of such additional Common Shares pursuant to §5.3(c);

(g) Except for any Excluded Securities, if any Common Shares of the Company are issued or sold for a price less than $0.30 per Common Share prior to conversion or repayment of the Debentures (the "**Repayment Date**"), the Conversion Price of the Debentures will be adjusted downward to the price of such issuance, subject to prior approval of the Exchange;

(h) In case the Company after the date hereof shall take any action affecting its Common Shares, other than any action described in this §5.3, which in the opinion of the Debentureholder, acting reasonably, would materially affect the conversion rights of the Debentureholder, the Conversion Price shall be adjusted in such manner, at such time and by such action by the directors of the Company, as they may determine, acting reasonably, to be equitable to the Debentureholder and the Company in the circumstances, but subject in all cases to any necessary regulatory approval;

The adjustments provided for in this §5.3 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this §5.3, provided that, notwithstanding any other provision of this §5.3, no adjustment shall be made which would result in any increase in the Conversion Price (except upon a consolidation, reduction or combination of outstanding Common Shares) and no adjustment of the Conversion Price shall be required unless such adjustment would require a decrease of at least 1% in the Conversion Price then in effect; provided, however, that any adjustments which by reason of this subsection (h) are not required to be made shall be carried forward and taken into account in any subsequent adjustment;

(i) In the event that the Exchange or any securities regulatory body of an applicable jurisdiction does not approve a requested downward Conversion Price adjustment as provided for under this Debenture, then such adjustment shall be reduced to the maximum permitted price, and any such shortfall will be paid to the Debentureholder in cash, securities, or a combination thereof by the Company, at the reasonable discretion of the board of directors of the Company, to achieve a substantially similar economic result to the Debentureholder subject to compliance with the rules and policies of the Exchange or applicable securities regulatory body;

(j) In the event of any dispute arising with respect to the adjustments provided in this §5.3, such question shall be conclusively determined by a firm of chartered accountants appointed by the Company (who may be auditors of the Company) and acceptable to the Debentureholder, acting reasonably. Such accountants shall have access to all necessary records of the Company and such determination shall be binding upon the Company and the Debentureholder;

(k) Notwithstanding any other provision herein contained, no adjustment to the Conversion Price shall be made in respect of any event described in this §5.3 (other than the events referred to in paragraphs (i) and (ii) of subsection (a)), if the Debentureholder is entitled, without converting the Debenture, to participate in such event on the same terms mutatis mutandis as if the Debentureholder had converted the Debenture into Common Shares prior to or on the effective date or record date of such event; and

5.4 Limitation on Conversion

Notwithstanding anything to the contrary contained in this Debenture, this Debenture shall not be convertible by the Debentureholder, and the Company shall not effect any conversion of this Debenture or otherwise issue any Common Shares pursuant hereto, to the extent (but only to the extent) that, after giving effect to such conversion, the Debentureholder or any of its affiliates would beneficially own in excess of 9.9% (the "**Maximum Percentage**") of the issued and outstanding Common Shares of the Company after such conversion. To the extent the above limitation applies, the determination of whether this Debenture shall be convertible (*vis-à-vis* other convertible, exercisable or exchangeable securities owned by the Debentureholder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Debentureholder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to convert this Debenture or to issue Common Shares pursuant to this Section shall have any effect on the applicability of the provisions of this Section with respect to any subsequent determination of convertibility. For purposes of this Section, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*. The limitations contained in this Section shall apply to a successor Debentureholder of this Debenture. For any reason at any time, upon the written or oral request of the Debentureholder, the Company shall within one Business Day confirm orally and in writing to the Debentureholder the number of Common Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Common Shares, including, without limitation, pursuant to this Debenture. Unless otherwise agreed to by the parties hereto, by written notice to the Company, the Debentureholder may increase or decrease the Maximum Percentage to any other percentage provided that: (a) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Debentureholder sending such notice.

5.5 No Requirement to Issue Fractional Shares

The Company shall not be required to issue fractional Common Shares upon the conversion of the Debenture pursuant to this Article 5.

5.6 Certificate as to Adjustment

The Company shall from time to time forthwith after the occurrence of any event which requires adjustment or readjustment as provided in §5.3, deliver to the Debentureholder at the Debentureholder's address set forth on the final page hereof, an officer's certificate specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation are based.

5.7 Redemption of Debenture

Notwithstanding anything to the contrary contained herein, this Debenture will be redeemable at the option of the Company prior to 5:00 p.m. (Pacific Time) on the Maturity Date, pursuant to the terms set forth in §2.4.

ARTICLE 6
EVENTS OF DEFAULT

6.1 General

The occurrence of any one or more of the following events ("**Events of Default**") will constitute a default hereunder (whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court of any order, rule or regulation of any administrative or governmental body):

(a) **Non-Compliance:** the Company fails to observe or perform one or more material covenants, agreements, conditions or obligations in favour of the Debentureholder, including a failure to pay any or all of the Principal Amount, interest and other monies due under the Debenture when due, and if the Company or any Guarantor defaults pursuant to the general security agreement of the Company issued in favor of the Debentureholders, and such failure continues unremedied for a period of 15 days after the Debentureholder gives notice thereof to the Company;

(b) **Securities Commissions Filings:** if the Company misses any required material filing with a securities commission or ceases to be a reporting issuer ("**Default Date**"). However, the Company will have a cure period of 15 days after the date of such Default Date to complete the required filings and have any cease trade orders lifted;

(c) **Bankruptcy or Insolvency:** the Company becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, or a bankruptcy petition is filed or presented against the Company, or the Company commits or threatens to commit an act of bankruptcy;

(d) **Receivership:** a receiver or receiver manager of the Company is appointed under any statute or pursuant to any document issued by the Company;

(e) **Compromise or Arrangement:** any proceedings with respect to either of the Company are commenced under the compromise or arrangement provisions of the corporations statute pursuant to which the Company is governed, or the Company enters into an arrangement or compromise with any or all of its creditors pursuant to such provisions or otherwise;

(f) **Companies' Creditors Arrangement Act:** any proceedings with respect to the Company are commenced in any jurisdiction under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation;

(g) **Liquidation:** an order is made, a resolution is passed, or a petition is filed, for the liquidation, dissolution or winding-up of the Company; and

(h) ***Pari Passu*:** the Company issues any debt or security which rank senior or *pari passu* to the Debentures.

ARTICLE 7
RIGHTS, REMEDIES AND POWERS

7.1 Upon Default

Upon the occurrence of an Event of Default and at any time thereafter, so long as such Event of Default is continuing, the Debentureholder may exercise any or all of the rights, remedies and powers of the

Debentureholder under any applicable legislation or otherwise existing, whether under this Debenture or any other agreement or at law or in equity, and in addition will have the right and power (but will not be obligated) to declare any or all of the Debenture to be immediately due and payable.

7.2 Waiver

The Debentureholder in its absolute discretion may at any time and from time to time by written notice waive any breach by the Company of any of its covenants or agreements herein. No failure or delay on the part of the Debentureholder to exercise any right, remedy or power given herein or by any other existing or future agreement or now or hereafter existing by statute, at law or in equity will operate as a waiver thereof, nor will any single or partial exercise of any such right, remedy or power preclude any other exercise thereof or the exercise of any other such right, remedy or power, nor will any waiver by the Debentureholder be deemed to be a waiver of any subsequent, similar or other event.

ARTICLE 8
OTHER AGREEMENTS

8.1 Withholding Taxes

If the Company is obliged to withhold any payment hereunder on account of present or future taxes, duties, assessments or other governmental charges required by Law, the Company shall make such withholding or deduction and pay the balance owing to the Debentureholder.

8.2 Amendment and Waiver

Neither this Debenture nor any provision hereof may be amended, waived, discharged or terminated except by a document in writing executed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

8.3 Notices and Other Instruments

Any notice, demand or other communication required or permitted to be given to any party hereunder shall be in writing and shall be:

(a) personally delivered to such party; or

(b) except during a period of strike, lock-out or other postal disruption, sent by double registered mail, postage prepaid to the address of such party set forth on page one; or

(c) sent by facsimile transmission or other means of electronic communication to the address of such party set forth on page one;

(d) and shall be deemed to have been received by such party on the earliest of the date of delivery under subsection (a), the actual date of receipt when mailed under subsection (b) and the Business Day following the date of communication under subsection (c). Any party may give written notice to the other parties of a change of address to some other address, in which event any communication shall thereafter be given to such party as hereinbefore provided, at the last such changed address of which the party communication has received written notice.

8.4 Maximum Rate

Notwithstanding any other provisions of this Debenture or any other agreement, the maximum amount (including interest and any other consideration) payable to the Debentureholder in connection with the Obligations and each part thereof shall not exceed the maximum allowable return permitted under the laws of British

Columbia and the laws of Canada applicable therein, and the provisions of this Debenture and all other existing and future agreements are hereby modified to the extent necessary to effect the foregoing.

8.5 Successors and Assigns

This Debenture shall be binding upon the Company and its successors. This Debenture is neither transferable nor assignable.

8.6 Headings, etc.

The division of this Debenture into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

8.7 Severability

The provisions of this Debenture are intended to be severable. If any provision of this Debenture shall be deemed by any court of competent jurisdiction or held to be invalid or void or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

8.8 Modification

From time to time the Company may modify the terms and conditions hereof for any purpose not inconsistent the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein.

8.9 Governing Law

This Debenture shall be governed by and construed in accordance with the laws of the Province of British Columbia and of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE OCTOBER 12, 2019.

THE WARRANTS REPRESENTED HEREBY WILL BE VOID AND OF NO VALUE AFTER 5:00 PM (VANCOUVER TIME) ON JUNE 11, 2022.

CROP INFRASTRUCTURE CORP.
(Incorporated under the laws of British Columbia)

Certificate Number: **2019-04** **4,166,667** Warrants to Purchase **4,166,667** Shares

COMMON SHARE PURCHASE WARRANTS

THIS IS TO CERTIFY THAT, for value received, **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** or its lawful assignee (the "**Holder**") is entitled to subscribe for and purchase up to 4,166,667 fully paid and non-assessable common shares without par value (collectively, the "**Shares**" and individually, a "**Share**") in the capital of Crop Infrastructure Corp. (the "**Company**") at any time on or before 5:00 p.m. Vancouver time on June 11, 2022 (the "**Expiry Date**"), at a price of $0.50 per Share, subject, however, to the provisions and upon the Terms and Conditions attached hereto as Schedule "A" and forming part hereof.

The rights represented by this Warrant Certificate may be exercised by the Holder, in whole or in part (but not as to a fraction of a Share) by surrender of this Warrant Certificate (properly endorsed as required), together with a Warrant Exercise Form in the form attached hereto as Appendix "B", duly completed and executed, to the Company at Suite 600 - 535 Howe Street, Vancouver, BC V6C 2Z7, Attention: Chief Financial Officer, or such other address as the Company may from time to time in writing direct, together with a certified cheque or bank draft payable to or to the order of the Company in payment of the purchase price of the number of Shares subscribed for. The Holder is advised to read "Instruction to Holders" attached hereto as Appendix "A" for details on how to complete the Warrant Exercise Form (as such term is defined in Schedule "A").

[Signature Page to Follow]

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed by its duly authorized officer, this _____ day of June, 2019.

CROP INFRASTRUCTURE CORP.

Per: _____
Authorized Signatory

SCHEDULE "A"

TERMS AND CONDITIONS
ATTACHED TO COMMON SHARE PURCHASE WARRANTS
ISSUED BY CROP INFRASTRUCTURE CORP.
(the "Company")

Each Warrant of the Company, whether single or part of a series, is subject to these Terms and Conditions as they were at the date of issue of the Warrant.

PART 1

DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Terms and Conditions, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

(a) "**Company**" means Crop Infrastructure Corp. and includes any successor corporations;

(b) "**Company's auditor**" means the accountant duly appointed as auditor of the Company;

(c) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(d) "**Exercise Price**" means $0.50 per Share or as may be adjusted as per §4.7;

(e) "**Expiry Date**" means the date defined as such on the face page of the Warrant Certificate;

(f) "**Expiry Time**" means 5:00 p.m. Vancouver time on the Expiry Date;

(g) "**Holder**" means the registered holder of a Warrant;

(h) "**person**" means an individual, corporation, partnership, trustee or any unincorporated organization, and words importing persons have a similar meaning;

(i) "**Shares**" or "**shares**" means the common shares in the capital of the Company, and any shares resulting from any event referred to in §5.2;

(j) "**Warrant**" means a warrant as evidenced by this Warrant Certificate, whereby one (1) Warrant entitles the holder thereof to purchase one (1) Share of the Company (subject to adjustment) on or before the Expiry Date at the Exercise Price;

(k) "**Warrant Certificate**" means the certificate evidencing the Warrant;

(l) "**Warrant Exercise Form**" means Appendix "B" hereof; and

(m) "**Warrant Transfer Form**" means Appendix "C" hereof.

Interpretation

1.2 In these Terms and Conditions, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision;

(b) a reference to a Part means a Part of these Terms and Conditions and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of these Terms and Conditions so designated;

(c) the headings are for convenience only, do not form a part of these Terms and Conditions and are not intended to interpret, define or limit the scope, extent or intent of these Terms and Conditions or any of its provisions;

(d) all dollar amounts referred to herein are expressed in Canadian funds;

(e) time will be of the essence hereof; and

(f) words importing the singular number include the plural and vice versa, and words importing the masculine gender include feminine and neuter genders.

Applicable Law

1.3 The Warrants will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto and will be treated in all respects as legal contracts under the laws of the Province of British Columbia.

PART 2

ISSUE OF WARRANTS

Additional Warrants

2.1 The Company may at any time and from time to time issue Warrants or grant options or similar rights to purchase shares of in its capital.

Issue in Substitution for Lost Warrants

2.2 In case a Warrant Certificate will become mutilated, lost, destroyed or stolen, the Company in its discretion may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen in exchange for, and in place of, and upon cancellation of, such mutilated Warrant Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Warrant Certificate, and the Warrants represented by such substituted Warrant Certificate will be entitled to the benefit hereof and rank equally in accordance with its terms with all other Warrants of the same issue. The Company may charge a reasonable fee for the issuance and delivery of a new Warrant Certificate.

2.3 The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of the issue thereof and in the case of loss, destruction or theft furnish to the Company such evidence of ownership, and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion; and such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion and will pay the reasonable charges of the Company in connection therewith.

Holder not a Shareholder

2.4 The holding of a Warrant will not constitute the Holder a shareholder of the Company, nor entitle the Holder to any right or interest in respect thereof, except as expressly provided in the Warrant Certificate.

Securities Law Exemption

2.5 The Holder acknowledges and agrees that the Warrants and any Shares issued pursuant to the exercise of any Warrants have been or will be issued only on a "private placement" basis and that the Company has no obligation to, and does not intend to, file any prospectus or registration statement in any jurisdiction in order to qualify any of such Warrants and/or Shares for resale.

PART 3

OWNERSHIP AND TRANSFER OF WARRANT

Exchange of Warrants

3.1 A Warrant Certificate in any authorized denomination, upon compliance with the reasonable requirements of the Company, may be exchanged for a Warrant Certificate(s) in any other authorized denomination of the same issue entitling the Holder to purchase an equal aggregate number of Shares at the same Exercise Price and on the same terms as the Warrant Certificate so exchanged.

3.2 Warrants may be exchanged only with the Company. Any Warrants tendered for exchange will be surrendered to the Company and cancelled.

3.3 Subject to compliance with applicable securities laws, the Warrants are transferable on the terms and conditions contained herein and by the Holder completing and submitting to the Company a completed and duly executed Warrant Transfer Form.

Charges for Exchange

3.4 On exchange of Warrants, the Company, except as otherwise herein provided, may charge a reasonable fee for each new Warrant Certificate issued, and payment of any transfer taxes or governmental or other charges required to be paid will be made by the party requesting such exchange.

Ownership of Warrants

3.5 The Company may deem and treat the Holder of a Warrant as the absolute owner of such Warrant for all purposes and will not be affected by any notice or knowledge to the contrary.

Notice to Holder

3.6 Unless herein otherwise expressly provided, any notice to be given hereunder to a Holder will be deemed to be validly given, if mailed to the address of the Holder as set out on the Warrant Certificate. Any notice so given will be deemed to have been received five days from the date of mailing to the Holder or any market intermediary then holding the Warrants of the Holder in any trust account.

PART 4

EXERCISE OF WARRANTS

Method of Exercise of Warrants

4.1 The right to purchase Shares conferred by a Warrant may be exercised by the Holder surrendering the Warrant Certificate, together with a duly completed and executed Warrant Exercise Form and a certified cheque or bank draft payable to, or to the order of, the Company at the address as set out on the Warrant Certificate, for the purchase price applicable at the time of surrender in respect of the shares subscribed for in lawful money of Canada to the Company at the address as set out on the Warrant Exercise Form.

Effect of Exercise of Warrants

4.2 Upon surrender and payment as aforesaid, the shares so subscribed for will be deemed to have been issued, and the Holder will be deemed to have become the holder of such shares on the date of such surrender and payment, and such shares will be issued at the Exercise Price as may be adjusted in the events and in the manner described herein.

4.3 Within 10 business days after surrender and payment as aforesaid, the Company will forthwith cause to be delivered to the person in whose name the shares are directed to be registered as specified in such Warrant Exercise Form, or if no such direction is given, the Holder, a certificate for the appropriate number of shares not exceeding those which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

Subscription for Less than Entitlement

4.4 A Holder may purchase a number of shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of shares less than the number which can be purchased pursuant to a Warrant Certificate, the Holder, upon exercise thereof, will, in addition to certificates representing shares issued on such exercise, and be entitled to receive a new Warrant Certificate in respect of the balance of the shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate but which were not then purchased.

Warrants for Fractions of Shares

4.5 To the extent that a Holder is entitled to receive on the exercise or partial exercise thereof a fraction of a share, such right may be exercised in respect of such fraction only in combination with another Warrant which in the aggregate will entitle the Holder to receive a whole number of shares.

Expiration of Warrants

4.6 After the Expiry Date, all rights under the Warrants will wholly cease and terminate, and the Warrants will thereupon be void and of no effect.

Exercise Price

4.7 The price per share which must be paid to exercise a Warrant is the Exercise Price, as may be adjusted in the events and in the manner described herein.

Limitation on Exercise

4.8 Notwithstanding anything to the contrary contained in the Warrant Certificate, the Warrants shall not be exercisable by the Holder, and the Company shall not effect any exercise of the Warrants or otherwise issue any Shares pursuant hereto, to the extent (but only to the extent) that, after giving effect to such exercise, the Holder or any of its affiliates would beneficially own in excess of 9.9% (the "**Maximum Percentage**") of the issued and outstanding Shares of the Company after such exercise. To the extent the above limitation applies, the determination of whether a Warrant shall be exercised (*vis-à-vis* other convertible, exercisable or exchangeable securities owned by the Holder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Holder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to exercise a Warrant or to issue Warrant Shares pursuant to this Section shall have any effect on the applicability of the provisions of this Section with respect to any subsequent determination of exercisability. For purposes of this Section, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*. The limitations contained in this Section shall apply to a successor Holder of the Warrants. For any reason at any time, upon the written or oral request of the Holder, the Company shall within 1 business day confirm orally and in writing to the

Holder the number of Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Shares, including, without limitation, pursuant to the Warrants. Unless otherwise agreed to by the parties hereto, by written notice to the Company, the Holder may increase or decrease the Maximum Percentage to any other percentage provided that: (a) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Holder sending such notice.

PART 5

ADJUSTMENTS

Adjustments

5.1 If during the term of the Warrants, the Company issues warrants with an exercise price below $0.50 (the "**Offering Warrant Price**"), the Company will adjust the exercise price of the Warrants downward to the to the greater of the (a) the price of such issuance; and (b) the closing market price of the Common Shares on the Exchange on the trading day prior to public dissemination of the news release disclosing the issuance of the Debenture, less the maximum discount permitted by Exchange policies. Further, if during the term of the Warrants, the Company issues warrants with an exercise price below $0.50, the Company will, subject to prior approval from the Exchange, issue to the Holder special warrants at the reduced Exercise Price equal to the number of Warrants that would have been issued if the reduced Conversion Price (as defined in the subscription agreement) was used to calculate the number of Warrants issued on the Issue Date (as defined in the subscription agreement). Under such circumstances, the Company agrees to undertake commercially reasonable efforts to obtain such Exchange approval, and will keep the Debentureholder, or its agent thereof, reasonably updated and informed with respect to the approval process with the Exchange.

5.2 If and whenever the Shares will be subdivided into a greater or consolidated into a lesser number of shares, or in the event of any payment by the Company of a stock dividend (other than a dividend paid in the ordinary course), or in the event that the Company conducts a rights offering to its shareholders, the exercise price will be decreased or increased proportionately as the case may be. Upon any such subdivision, consolidation, payment of a stock dividend or rights offering, the number of shares deliverable upon the exercise of a Warrant and the exercise price of the Warrant will be increased or decreased proportionately as the case may be.

5.3 In case of any reclassification of the capital of the Company, or in the case of the merger, reorganization or amalgamation of the Company with, or into any other company or of the sale of substantially all of the property and assets of the Company to any other company, each Warrant will, after such reclassification of capital, merger, amalgamation or sale, confer the right to purchase that number of shares or other securities or property of the Company or of the company resulting from such reclassification, merger, amalgamation, or to which such sale will be made, as the case may be, which the Holder would then hold if the Holder had exercised the Holder's rights under the Warrant before reclassification of capital, merger, amalgamation or sale; and in any such case, if necessary, appropriate adjustments will be made in the application of the provisions set forth in this Part 5 with respect to the rights and interest thereafter of the Holders to the end that the provisions set forth in this Part 5 will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any Shares or other securities or property thereafter deliverable on the exercise of a Warrant.

5.4 The adjustments provided for in this Part 5 are cumulative.

Determination of Adjustments

5.5 If any question will at any time arise with respect to any adjustments to be made under §5.1 and §5.2, such question will be conclusively determined by the Company's auditor, or, if the Company's auditor declines to so act, any other chartered accountant in Vancouver, British Columbia that the Company may designate (acting reasonably) and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

Hold Period

5.6 The Shares received by the Holder upon the exercise of the Warrants may be subject to a hold period as determined by the *Securities Act* (British Columbia), the rules and policies of the Exchange and/or other applicable securities laws.

PART 6

COVENANTS BY THE COMPANY

Reservation of Shares

6.1 The Company will reserve, and there will remain unissued out of its authorized capital, a sufficient number of shares to satisfy the rights of purchase provided for in all Warrants from time to time outstanding.

PART 7

MODIFICATION OF TERMS, SUCCESSORS

Modification of Terms and Conditions for Certain Purposes

7.1 From time to time the Company may, subject to the provisions of the Warrant Certificate, when so directed by the Holders, modify the terms and conditions hereof, for any one or more or all of the following purposes:

(a) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of counsel for the Company, are necessary or advisable in the circumstances;

(b) making such provisions not inconsistent herewith as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of Warrants on any stock exchange or house;

(c) adding to or altering the provisions hereof in respect of the registration of Warrants making provision for the exchange of Warrant Certificates of different denominations; and making any modification in the form of Warrant Certificates which does not affect the substance thereof;

(d) for any other purpose not inconsistent with the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein; and

(e) to evidence any succession of any corporation and the assumption by any successor of the covenants of the Company herein and in the Warrants contained as provided hereafter in this Part 7.

Company may Amalgamate on Certain Terms

7.2 Nothing herein contained will prevent any amalgamation or merger of the Company with or into any other company, or the sale of the property or assets of the Company to any company lawfully entitled to acquire the same; provided however that the company formed by such merger or amalgamation or which acquires by conveyance or transfer all or substantially all the properties and assets of the Company will, simultaneously with such amalgamation, merger, conveyance or transfer, assume the due and punctual performance and observance of all the covenants and conditions hereof to be performed or observed by the Company and will succeed to and be substituted for the Company, and such changes in phraseology and form (but not in substance) may be made in the Warrant Certificate as may be appropriate in view of such amalgamation, merger or transfer.

Additional Financings

7.3 Nothing herein contained will prevent the Company from issuing any other securities or rights with respect thereto during the period within which a Warrant is exercisable, upon such terms as the Company may deem appropriate.

APPENDIX "A"

INSTRUCTIONS TO HOLDERS

TO EXERCISE:

To exercise Warrants, the Holder must complete, sign and deliver the Warrant Exercise Form, attached as Appendix "B" and deliver the Warrant Certificate(s) to the Company, indicating the number of common shares to be acquired.

TO TRANSFER:

To transfer Warrants, and subject to compliance with applicable securities laws, the Holder must complete, sign and deliver the Warrant Transfer Form, attached as Appendix "C" and deliver the Warrant Certificate(s) to the Company. The Company may require such other certificates or opinions to evidence compliance with applicable securities legislation in Canada.

To transfer Warrants, the Warrant Holder's signature on the Warrant Transfer Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

GENERAL:

If forwarding any documents by mail, registered mail must be employed.

If the Warrant Exercise Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the Warrant Certificate must also be accompanied by evidence of authority to sign satisfactory to the Company.

The address of the Company is:

Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

[End of Appendix "A"]

APPENDIX "B"

WARRANT EXERCISE FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

The undersigned Holder of the within Warrants hereby subscribes for _____ common shares (the "**Shares**") of Crop Infrastructure Corp. (the "**Company**") pursuant to the within Warrants on the terms and price specified in the Warrants. This subscription is accompanied by a certified cheque or bank draft payable to or to the order of the Company for the whole amount of the purchase price of the Shares.

The undersigned hereby directs that the Shares be registered as follows:

NAME(S) IN FULL	**ADDRESS(ES)**	**NUMBER OF SHARES**

If the Shares are issued prior to October 12, 2019, the certificate(s) will bear the following legends:

"Unless permitted under securities legislation, the holder of this security must not trade the security before October 12, 2019."

DATED this _____ day of _____, 201_____.

In the presence of:

_____ _____
Signature of Witness Signature of Holder

_____ _____
Witness's Name Name and Title of Authorized Signatory for the Holder

Please print below your name and address in full.

Legal Name _____

Address _____

_____

INSTRUCTIONS FOR SUBSCRIPTION

The signature to the subscription must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration. If the registration in respect of the certificates representing the Shares to be issued upon exercise of the Warrants differs from the registration of the Warrant Certificates the signature of the registered holder must be guaranteed by an authorized officer of a Canadian chartered bank, or of a major Canadian trust company, or by a medallion signature guarantee from a member recognized under the Signature Medallion Guarantee Program, or from a similar entity in the United States, if this transfer is executed in the United States, or in accordance with industry standards.

In the case of persons signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the form of subscription are being forwarded by mail, registered mail must be employed.

[End of Appendix "B"]

APPENDIX "C"

WARRANT TRANSFER FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

FOR VALUE RECEIVED, the undersigned holder of the within Warrants hereby sells, assigns and transfers to _____, _____ Warrants of Crop Infrastructure Corp. (the "**Company**") registered in the name of the undersigned on the records of the Company and irrevocably appoints _____ the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution.

The undersigned hereby directs that the Warrants hereby transferred be issued and delivered as follows:

NAME IN FULL	**ADDRESS**	**NUMBER OF WARRANTS**

DATED this _____ day of _____, 201_____.

_____ _____

Signature of Warrant Holder Signature Guaranteed

INSTRUCTIONS FOR TRANSFER

Signature of the Warrant Holder must be the signature of the person appearing on the face of this Warrant Certificate.

If the Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Company.

The signature on the Transfer Form must be guaranteed by a chartered bank or trust company, or a member firm of an approved signature guarantee medallion program. The guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

The Warrants will only be transferable in accordance with applicable laws. The Warrants and the common shares issuable upon exercise thereof have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under the securities laws of any state of the United States, and may not be transferred to or for the account or benefit of a U.S. person or any person in the United States without registration under the U.S. Securities Act and applicable state securities laws, or compliance with the requirements of an exemption from registration. "**United States**" and "**U.S. person**" are as defined in Regulation S under the U.S. Securities Act.

[End of Appendix "C"]

END OF DOCUMENT

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY (OR THE COMMON SHARES ISSUABLE ON CONVERSION THEREOF) BEFORE OCTOBER 12, 2019.

SECURED CONVERTIBLE DEBENTURE CERTIFICATE
Crop Infrastructure Corp.

(Incorporated under the laws of the Province of British Columbia)

THE ISSUE PRICE OF THIS NOTE IS $650,000
THE ORIGINAL ISSUE DISCOUNT IS $520,000

DEBENTURE CERTIFICATE NO. **2019-07** **PRINCIPAL AMOUNT $650,000**
PURCHASE PRICE: $520,000

CROP INFRASTRUCTURE CORP. (the "**Company**"), for value received, hereby acknowledges itself indebted and promises to pay to **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** (hereinafter referred to as the "**holder**" or the "**Debentureholder**") at any time following June 11, 2019 (the "**Issue Date**") but on or prior to June 11, 2020 (the "**Maturity Date**"), at such place as the Debentureholder may reasonably designate by notice in writing to the Company, the outstanding Principal Amount in the manner hereinafter provided, and to pay interest on the Principal Amount outstanding from time to time and owing hereunder to the date of payment as hereinafter provided, both before and after maturity or demand, default and judgement.

The Debentureholder has the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, to convert all or any portion of the outstanding Principal Amount into common shares of the Company (each, a "**Common Share**"), at a price of $0.30 per Common Share subject to adjustment as herein provided. At the option of the Debentureholder, any accrued and unpaid interest on the Debenture is convertible into Shares, in whole or in part at a price of $0.30 per Common Share subject to adjustment as herein provided. The Principal Amount of the Debentures and accrued but unpaid interest thereon, may be prepaid prior to Maturity Date, after October 12, 2019, upon providing 30 days' notice to the holders and may only be converted at the option of the Debentureholder. In the event that only part of the Principal Amount of the Debenture is converted into Shares, any accrued and unpaid interest will remain payable.

Conversion of all or any part of the Debenture may only be completed at the offices of the Company or such other office as the Company may advise the holder in writing. This Debenture is issued subject to the terms and conditions appended hereto as Schedule "A".

The obligations under this Debenture will be collaterally secured by the following: (a) a general security agreement constituting a charge and security interest in all of the personal property of the Company; (b) an unlimited guarantee of Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC (collectively, the "**Guarantor**") and collaterally secured by security agreements issued by each Guarantor; (c) a pledge of equity interest from the Company relating to the equity interests of each of the Guarantors; and (d) a first priority deed of trust lien on the real property located in the California, Washington and Nevada, which deed of trust lien shall secure the obligations of each of the Guarantors.

Unless otherwise indicated, a reference to currency means Canadian currency.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Debenture to be executed by a duly authorized officer.

DATED for reference this 11th day of June, 2019.

CROP INFRASTRUCTURE CORP.

Per: Christine Magh
Authorized Signatory

(*See terms and conditions attached hereto as Schedule "A"*)

SCHEDULE "A"

TERMS AND CONDITIONS FOR DEBENTURE

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the meanings set out below.

(a) "**Applicable Securities Laws**" means the securities laws, regulations, policies, notices, rulings and orders in the Provinces of British Columbia and Ontario;

(b) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;

(c) "**Company**" means Crop Infrastructure Corp. and its successors and assigns;

(d) "**Common Shares**" means fully-paid and non-assessable common shares in the capital of the Company as constituted on the date hereof which the Debentureholder is entitled to receive upon the conversion of the Debenture pursuant to Article 5;

(e) "**Conversion Date**" or "**Date of Conversion**" means the date on which a written notice of conversion is received by the Company pursuant to §5.2(a);

(f) "**Conversion Price**" means, subject to §5.3, $0.30 per Common Share;

(g) "**Conversion Rights**" means the rights of the Debentureholder to convert the Debenture into Common Shares pursuant to Article 5;

(h) "**Debenture**" means this secured convertible debenture as supplemented, amended or otherwise modified, renewed or replaced from time to time;

(i) "**Events of Default**" shall have the meaning set forth in §6.1;

(j) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(k) "**Excluded Securities**" means any: (a) Common Shares issuable upon the due exercise or conversion of outstanding securities of the Company as of the Issue Date, (b) Common Shares issuable in connection with any *bona fide* arm's length acquisition, amalgamation, joint venture or business combination involving the Company up to a maximum of $5,000,000 in value, and (c) any stock options granted to eligible recipients under the Company's stock option plan;

(l) "**Guaranty**" means a guaranty agreement executed concurrently herewith from Guarantor for the benefit of Debentureholder, as the same may be amended, supplemented or restated from time to time.

(m) "**Guarantor**" means collectively, Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC, together with their successors and assigns.

(n) "**Interest**" means any accrued but unpaid interest with respect to the Principal Amount;

(o) "**Issue Date**" means June 11, 2019;

(p) "**Law**" includes any law (including common law and equity), statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Official Body;

(q) "**Liquidating Event**" shall have the meaning set forth in §3.2;

(r) "**Maturity Date**" means June 11, 2020;

(s) "**Obligations**" shall have the meaning set forth in §3.1;

(t) "**Official Body**" means any government or political subdivision or any agency, authority, bureau, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal or arbitrator, whether foreign or domestic;

(u) "**Other Debentures**" means each of the other secured convertible debentures issued on the Issue Date, or subsequent tranches, and having the same material terms as the Debenture;

(v) "**Pacific Time**" means the local time in Vancouver, British Columbia, Canada;

(w) "**Person**" means an individual, partnership, corporation, trust, unincorporated association, joint venture or government or any agent, instrument or political subdivision thereof;

(x) "**Principal Amount**" means the principal amount outstanding under this Debenture from time to time; and

(y) "**USA**", "**United States**", or "**U.S.**" means the United States of America, its territories and possessions and any state of the United States, and the District of Columbia.

1.2 Interpretation

For the purposes of this Debenture, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subclause or other subdivision or Schedule;

(b) a reference to an Article means an Article of this Debenture and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Debenture so designated;

(c) the headings are for convenience only, do not form a part of this Debenture and are not intended to interpret, define or limit the scope, extent or intent of this Debenture or any of its provisions;

(d) the word "including", when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as "without limitation" or "but not limited to" or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) unless otherwise indicated, a reference to currency means Canadian currency; and

(f) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

ARTICLE 2
DEBENTURE

2.1 Principal Amount

The Company agrees to repay to the Debentureholder the Principal Amount of the Debenture, together with interest thereon, by 5:00 p.m. (Pacific Time) on the Maturity Date, subject to the early redemption or conversion of the Debenture, as applicable, pursuant to the terms set forth in §2.4 and Article 5 respectively.

2.2 Interest on Debenture

The Debenture will bear interest at 10% per annum on the Principal Amount from the date of issue (the "**Issue Date**"). Interest is to be calculated from the date noted above and payable quarterly in cash in arrears on the last Business Day of March, June, September and December of each year. The first interest payment will be made on June 28, 2019 and will consist of interest accrued from and including the Issue Date to but excluding June 28, 2019. If the Debentureholder elects, it can be paid in Shares at the Conversion Price.

2.3 Payment of Principal Amount and Interest on Debenture

Any Principal Amount together with any Interest thereon as of the Maturity Date will be paid in full by the Company as at such date.

2.4 Early Redemption of Debenture

The Principal Amount together with any Interest thereon may be prepaid by the Company prior to Maturity Date, after October ♦, 2019, upon providing 30 days' notice to the Debentureholder.

2.5 Use of Proceeds

The proceeds of the Debenture shall be used for the ongoing development of the Company's business model and for general working capital purposes.

2.6 Outstanding Balance

Notwithstanding the stated Principal Amount of this Debenture, the actual outstanding balance of the Debenture from time to time shall be the aggregate outstanding Principal Amount of the Debenture, together with any accrued and unpaid Interest thereon payable by the Company to the Debentureholder pursuant to this Debenture.

ARTICLE 3
SUBORDINATION

3.1 Security

The indebtedness evidenced by the Debenture, including the Principal Amount thereof and any interest thereon, and all other obligations and liability of the Company to the Debentureholder pursuant to this Debenture (collectively, the "**Obligations**"), shall be secured against the assets of the Company pursuant to the terms of a general security agreement of the Company issued in favor of the Debentureholders. In addition, the Obligations will be guaranteed by the Guarantor pursuant to the Guaranty, which Guaranty will be secured against the assets of the Company pursuant to the terms of a general security agreement of each Guarantor issued in favor of the Debentureholders and a pledge of the Company's equity interest in each Guarantor.

3.2 Distribution on Dissolution, Etc.

Upon any sale, in one transaction or a series of transactions, of all, or substantially all, of the assets of the Company or distribution of the assets of the Company upon any dissolution or winding-up or total liquidation of the Company, whether in bankruptcy, liquidation, re-organization, insolvency, receivership or other similar proceedings or upon an assignment to or for the benefit of creditors of the Company or otherwise (each, a "**Liquidating Event**"), the proceeds of such Liquidating Event will be delivered to the Debentureholder in satisfaction of the Obligations.

3.3 Certificate Regarding Creditors

Upon any payment or distribution of assets of the Company referred to in this Article 3, the Debentureholder shall be entitled to rely upon a certificate of the trustee in bankruptcy, receiver, assignee of or for benefit of creditors or other liquidating agent of the Company making such payment or distribution, delivered to the Debentureholder, for the purpose of ascertaining the persons entitled to participate in such distribution, and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 3.

3.4 Rights of Debentureholder Reserved

Nothing contained in this Article 3 or elsewhere in this Debenture is intended to or shall impair, as between the Company and the Debentureholder, the obligation of the Company, which is absolute and unconditional, to pay to the Debentureholder the Principal Amount and Interest on the Debenture, as and when the same shall become due and payable in accordance with their terms, nor shall anything herein prevent the Debentureholder from exercising all remedies otherwise permitted by applicable Law upon default under this Debenture.

3.5 Payment of Debenture Permitted

Nothing contained in this Debenture shall:

(a) prevent the Company, at any time, from making payments of the Principal Amount, Interest and other amounts to the Debentureholder under this Debenture as herein provided;

(b) prevent the conversion of this Debenture into Common Shares as herein provided or as otherwise permitted according to Law, including in connection with a bankruptcy, reorganization, insolvency, or other arrangement with creditors, of the Company; and

(c) prevent the redemption of this Debenture by the Company as herein provided or as otherwise permitted according to Law.

3.6 Debenture to Rank *Pari Passu*

Each of the Other Debentures issued by the Company in conjunction with the issue of this Debenture, as soon as issued or negotiated shall, subject to the terms hereof, be equally and proportionately entitled to the benefits hereof as if all the Debentures had been issued and negotiated simultaneously.

ARTICLE 4
COVENANTS

4.1 Covenants of the Company

The Company covenants and agrees with the Debentureholder that, unless otherwise consented to in writing by the Debentureholder:

(a) **Reservation of Common Shares.** The Company shall at all times have reserved for issuance out of its authorized capital a sufficient number of Common Shares to satisfy its obligations to issue and deliver Common Shares upon the due conversion of the Debenture;

(b) **Approvals and Filings.** The Company shall, in connection with the execution and delivery of this Debenture and the possible conversion of the Debenture into Common Shares, obtain any and all statutory and regulatory approvals required to effect and complete the same and shall file all notices, reports and other documents required to be filed by or on behalf of the Company pursuant to Applicable Securities Laws in respect thereof, including the rules and regulations of the Exchange;

(c) **Resale Restrictions.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof from time to time will be subject to resale restrictions imposed under Applicable Securities Laws and applicable federal and "blue sky" securities laws of the United States and the rules of regulatory bodies having jurisdiction including, without limiting the generality of the foregoing, that the Common Shares so issued shall not be traded for a period of four months from the date of the execution of this Debenture except as permitted by Applicable Securities Laws and, if applicable, with the consent of the Exchange;

(d) **Restrictions in U.S.** This Debenture and the securities deliverable upon conversion hereof have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States. This Debenture may not be converted in the United States, or by or for the account or benefit of a U.S. person or a person in the United States, unless (i) the Common Shares are registered under the U.S. Securities Act and the applicable laws of any such state, or (ii) an exemption from such registration requirements is available, and (iii) the holder has complied with the requirements set forth in the Conversion Form attached hereto as Schedule "B"**.** For the purposes of this §4.1(d), "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act.

(e) **Certificate Legend.** A legend will be placed on the certificates representing the Common Shares issued on conversion of the Debenture denoting the restrictions on transfer imposed by Applicable Securities Laws and the policies of the Exchange, if applicable, including but not limited to the following legend:

> "Unless permitted under securities legislation, the holder of this security must not trade the security (or the common shares issuable on conversion thereof) before October 12, 2019."

(f) **Canadian Securities Laws.** All Common Shares issued to the Debentureholder upon conversion of the Debenture or any part thereof shall be made pursuant to an exemption from the prospectus requirements available to the Debentureholder or the Company in respect of the transactions contemplated herein under Applicable Securities Laws.

ARTICLE 5
CONVERSION OF DEBENTURE

5.1 Conversion Privilege and Conversion Price

The Debentureholder shall have the right, from time to time and at any time while any portion of the Principal Amount is outstanding under this Debenture, subject to early redemption, to convert to Common Shares, all or any part of the outstanding Principal Amount together with any accrued and unpaid Interest on the Conversion Date, at the Conversion Price.

5.2 Manner of Exercise of Right to Convert or Purchase

(a) The Debentureholder may, at any time following the Issue Date and at any time while any portion of the Principal Amount is outstanding under this Debenture, convert the outstanding Principal Amount together

with any accrued and unpaid Interest on the Conversion Date, in whole or in part, into Common Shares at the Conversion Price, by delivering to the Company the conversion form attached hereto as Schedule "B" executed by the Debentureholder or the Debentureholder's attorney duly appointed by an instrument in writing, exercising the Debentureholder's right to convert the Debenture in accordance with the provisions of this Article 5. Thereupon, the Debentureholder or, subject to payment of all applicable stamp or security transfer taxes or other governmental charges, the Debentureholder shall be entitled to be entered in the books of the Company as at the Conversion Date (or such later date as is specified in §5.2(b) as the holder of the number of Common Shares into which the Debenture is convertible in accordance with the conversion form then received by the Company and the provisions of this Article 5 and, as soon as practicable thereafter, the Company shall deliver to the Debentureholder and/or, subject as aforesaid, the Debentureholder's nominee(s) or assignee(s), a certificate or certificates for such Common Shares affixed with all required legends;

(b) For the purposes of this Article 5, the Debenture shall be deemed to be converted on the Conversion Date on which the conversion form under §5.2(a) is actually received by the Company, provided that if such conversion form or notice is received on a day on which the register of Common Shares is closed, the person or persons entitled to receive Common Shares shall become the holder or holders of record of such Common Shares as at the date on which such register is next reopened;

(c) Any part of the Principal Amount together with any accrued and unpaid Interest may be converted as provided in §5.2(a); and

(d) The Debentureholder shall be entitled in respect of Common Shares issued upon conversion of the Debenture to dividends declared in favour of shareholders of record of the Company on and after the Conversion Date or such later date as the Debentureholder shall become the holder of record of such Common Shares pursuant to §5.2(b), from which applicable date any Common Shares so issued to the Debentureholder shall for all purposes be and be deemed to be outstanding as fully paid and non-assessable.

5.3 Adjustment of Conversion Price

The Conversion Price in effect at any date shall be subject to adjustment from time to time as follows:

(a) If and whenever at any time while any portion of the Principal Amount is outstanding under this Debenture (referred to in this §5.3 as the "**Time of Expiry**"), the Company shall:

(i) subdivide, redivide or change its Common Shares into a greater number of shares,

(ii) consolidate, reduce or combine its Common Shares into a lesser number of shares, or

(iii) issue Common Shares to all or substantially all of the holders of its Common Shares by way of a stock dividend or other distribution on such Common Shares payable in Common Shares (other than dividends paid in the ordinary course);

(any such event being hereinafter referred to as a "**Capital Reorganization**"), the Conversion Price shall be adjusted by multiplying the Conversion Price in effect on the effective date of such event referred to in §5.3(a) or §5.3(b) or on the record date of such stock dividend referred to in §5.3(c), as the case may be, by a fraction, the numerator of which shall be the number of Common Shares outstanding before giving effect to such Capital Reorganization and the denominator of which shall be the number of Common Shares outstanding after giving effect to such Capital Reorganization. Such adjustment shall be made successively whenever any Capital Reorganization shall occur and any such issue of Common Shares by way of a stock dividend or other such distribution shall be deemed to have been made on the record date thereof for the purpose of calculating the number of outstanding Common Shares under §5.3(a) and §5.3(b);

(b) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share (or having a conversion or exchange price per share) of less than 95% of the Current Market Price (as defined below) per Common Share on such record date (any such event being hereinafter referred to as a "**Rights Offering**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number equal to the number determined by dividing the aggregate purchase price of the additional Common Shares offered for subscription or purchase by such Current Market Price per Common Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the number of the additional Common Shares offered for subscription or purchase. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purpose of any such computation. Such adjustment, if having received prior Exchange approval, shall be made successively whenever such a record date is fixed. To the extent that such Rights Offering is not made or any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(c) If and whenever at any time prior to the Time of Expiry, the Company shall fix a record date for the distribution to all or substantially all the holders of its Common Shares of:

(i) shares of any class whether of the Company or any other corporation (excluding dividends paid in the ordinary course);

(i) rights, options or warrants;

(ii) evidences of indebtedness; or

(iii) other assets or property (excluding dividends paid in the ordinary course);

and if such distribution does not constitute a Capital Reorganization or a Rights Offering or does not consist of rights, options or warrants entitling the holders, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares at a price per share or having a conversion or exchange price per share of at least 95% of the Current Market Price per Common Share on such record date (any such non-excluded event being hereinafter referred to as a "**Special Distribution**"), the Conversion Price, subject to prior approval of the Exchange, shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price per Common Share determined on such record date, less the excess of the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of such Special Distribution over the fair market value (as determined by the board of directors of the Company, which determination shall be conclusive) of the consideration therefor, if any, received by the Company and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by such Current Market Price per Common Share. Any Common Shares owned by or held for the account of the Company shall be deemed not to be outstanding for the purposes of any such computation. Such adjustment shall be made successively whenever such a record date is fixed. The extent that such Special Distribution is not so made or to the extent any such rights, options or warrants are not exercised prior to the expiration thereof, the Conversion Price shall then be readjusted to the Conversion Price which would then be in effect if such record date had not been fixed or if such expired rights, options or warrants had not been issued;

(d) For the purpose of any computation under §5.3(b) or §5.3(c), the "**Current Market Price**" per Common Share at any date shall be the closing market price per share of such Common Shares on the day immediately preceding such date on the Exchange;

(e) If and whenever at any time prior to the Time of Expiry, there is a reclassification or change of Common Shares into other shares or there is a consolidation, merger, reorganization or amalgamation of the Company with or into another corporation or entity that results in any reclassification of Common Shares or a change of Common Shares into other shares or there is a transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another person (any such event being hereinafter referred to as a "**Reclassification of Common Shares**"), the Debentureholder shall be entitled to receive and shall accept, upon the exercise of the Debentureholder's right of conversion at any time after the effective date thereof, in lieu of the number of Common Shares of the Company to which the Debentureholder was theretofore entitled on conversion, the kind and amount of shares or other securities or money or other property that the Debentureholder would have been entitled to receive as a result of such Reclassification of Common Shares, if, on the effective date thereof, the Debentureholder had been the registered holder of the number of such Common Shares to which the Debentureholder was theretofore entitled upon conversion, subject to adjustment thereafter in accordance with provisions the same, as nearly as may be possible, as those contained in this §5.3;

(f) In any case in which this §5.3 shall require that an adjustment become effective immediately after a record date or agreement date for an event referred to herein, the Company may defer, until the occurrence of such event, issuing or transferring to the Debentureholder who converts on a Conversion Date after such record date or agreement date and before the occurrence of such event the additional Common Shares issuable upon conversion by reason of the adjustment of the Conversion Price required by such event before giving effect to such adjustment; provided, however, that the Company shall deliver to the Debentureholder an appropriate instrument evidencing the Debentureholder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares on and after the Date of Conversion or such later date as the Debentureholder would, but for the provisions of this §5.3(f), have become the holder of record of such additional Common Shares pursuant to §5.3(c);

(g) Except for any Excluded Securities, if any Common Shares of the Company are issued or sold for a price less than $0.30 per Common Share prior to conversion or repayment of the Debentures (the "**Repayment Date**"), the Conversion Price of the Debentures will be adjusted downward to the price of such issuance, subject to prior approval of the Exchange;

(h) In case the Company after the date hereof shall take any action affecting its Common Shares, other than any action described in this §5.3, which in the opinion of the Debentureholder, acting reasonably, would materially affect the conversion rights of the Debentureholder, the Conversion Price shall be adjusted in such manner, at such time and by such action by the directors of the Company, as they may determine, acting reasonably, to be equitable to the Debentureholder and the Company in the circumstances, but subject in all cases to any necessary regulatory approval;

The adjustments provided for in this §5.3 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this §5.3, provided that, notwithstanding any other provision of this §5.3, no adjustment shall be made which would result in any increase in the Conversion Price (except upon a consolidation, reduction or combination of outstanding Common Shares) and no adjustment of the Conversion Price shall be required unless such adjustment would require a decrease of at least 1% in the Conversion Price then in effect; provided, however, that any adjustments which by reason of this subsection (h) are not required to be made shall be carried forward and taken into account in any subsequent adjustment;

(i) In the event that the Exchange or any securities regulatory body of an applicable jurisdiction does not approve a requested downward Conversion Price adjustment as provided for under this Debenture, then such adjustment shall be reduced to the maximum permitted price, and any such shortfall will be paid to the Debentureholder in cash, securities, or a combination thereof by the Company, at the reasonable discretion of the board of directors of the Company, to achieve a substantially similar economic result to the Debentureholder subject to compliance with the rules and policies of the Exchange or applicable securities regulatory body;

(j) In the event of any dispute arising with respect to the adjustments provided in this §5.3, such question shall be conclusively determined by a firm of chartered accountants appointed by the Company (who may be auditors of the Company) and acceptable to the Debentureholder, acting reasonably. Such accountants shall have access to all necessary records of the Company and such determination shall be binding upon the Company and the Debentureholder;

(k) Notwithstanding any other provision herein contained, no adjustment to the Conversion Price shall be made in respect of any event described in this §5.3 (other than the events referred to in paragraphs (i) and (ii) of subsection (a)), if the Debentureholder is entitled, without converting the Debenture, to participate in such event on the same terms mutatis mutandis as if the Debentureholder had converted the Debenture into Common Shares prior to or on the effective date or record date of such event; and

5.4 Limitation on Conversion

Notwithstanding anything to the contrary contained in this Debenture, this Debenture shall not be convertible by the Debentureholder, and the Company shall not effect any conversion of this Debenture or otherwise issue any Common Shares pursuant hereto, to the extent (but only to the extent) that, after giving effect to such conversion, the Debentureholder or any of its affiliates would beneficially own in excess of 9.9% (the "**Maximum Percentage**") of the issued and outstanding Common Shares of the Company after such conversion. To the extent the above limitation applies, the determination of whether this Debenture shall be convertible (*vis-à-vis* other convertible, exercisable or exchangeable securities owned by the Debentureholder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Debentureholder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to convert this Debenture or to issue Common Shares pursuant to this Section shall have any effect on the applicability of the provisions of this Section with respect to any subsequent determination of convertibility. For purposes of this Section, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*. The limitations contained in this Section shall apply to a successor Debentureholder of this Debenture. For any reason at any time, upon the written or oral request of the Debentureholder, the Company shall within one Business Day confirm orally and in writing to the Debentureholder the number of Common Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Common Shares, including, without limitation, pursuant to this Debenture. Unless otherwise agreed to by the parties hereto, by written notice to the Company, the Debentureholder may increase or decrease the Maximum Percentage to any other percentage provided that: (a) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Debentureholder sending such notice.

5.5 No Requirement to Issue Fractional Shares

The Company shall not be required to issue fractional Common Shares upon the conversion of the Debenture pursuant to this Article 5.

5.6 Certificate as to Adjustment

The Company shall from time to time forthwith after the occurrence of any event which requires adjustment or readjustment as provided in §5.3, deliver to the Debentureholder at the Debentureholder's address set forth on the final page hereof, an officer's certificate specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation are based.

5.7 Redemption of Debenture

Notwithstanding anything to the contrary contained herein, this Debenture will be redeemable at the option of the Company prior to 5:00 p.m. (Pacific Time) on the Maturity Date, pursuant to the terms set forth in §2.4.

ARTICLE 6
EVENTS OF DEFAULT

6.1 General

The occurrence of any one or more of the following events ("**Events of Default**") will constitute a default hereunder (whether any such event is voluntary or involuntary or is effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court of any order, rule or regulation of any administrative or governmental body):

(a) **Non-Compliance:** the Company fails to observe or perform one or more material covenants, agreements, conditions or obligations in favour of the Debentureholder, including a failure to pay any or all of the Principal Amount, interest and other monies due under the Debenture when due, and if the Company or any Guarantor defaults pursuant to the general security agreement of the Company issued in favor of the Debentureholders, and such failure continues unremedied for a period of 15 days after the Debentureholder gives notice thereof to the Company;

(b) **Securities Commissions Filings:** if the Company misses any required material filing with a securities commission or ceases to be a reporting issuer ("**Default Date**"). However, the Company will have a cure period of 15 days after the date of such Default Date to complete the required filings and have any cease trade orders lifted;

(c) **Bankruptcy or Insolvency:** the Company becomes insolvent or makes a voluntary assignment or proposal in bankruptcy or otherwise acknowledges its insolvency, or a bankruptcy petition is filed or presented against the Company, or the Company commits or threatens to commit an act of bankruptcy;

(d) **Receivership:** a receiver or receiver manager of the Company is appointed under any statute or pursuant to any document issued by the Company;

(e) **Compromise or Arrangement:** any proceedings with respect to either of the Company are commenced under the compromise or arrangement provisions of the corporations statute pursuant to which the Company is governed, or the Company enters into an arrangement or compromise with any or all of its creditors pursuant to such provisions or otherwise;

(f) **Companies' Creditors Arrangement Act:** any proceedings with respect to the Company are commenced in any jurisdiction under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation;

(g) **Liquidation:** an order is made, a resolution is passed, or a petition is filed, for the liquidation, dissolution or winding-up of the Company; and

(h) ***Pari Passu*:** the Company issues any debt or security which rank senior or *pari passu* to the Debentures.

ARTICLE 7
RIGHTS, REMEDIES AND POWERS

7.1 Upon Default

Upon the occurrence of an Event of Default and at any time thereafter, so long as such Event of Default is continuing, the Debentureholder may exercise any or all of the rights, remedies and powers of the

Debentureholder under any applicable legislation or otherwise existing, whether under this Debenture or any other agreement or at law or in equity, and in addition will have the right and power (but will not be obligated) to declare any or all of the Debenture to be immediately due and payable.

7.2 Waiver

The Debentureholder in its absolute discretion may at any time and from time to time by written notice waive any breach by the Company of any of its covenants or agreements herein. No failure or delay on the part of the Debentureholder to exercise any right, remedy or power given herein or by any other existing or future agreement or now or hereafter existing by statute, at law or in equity will operate as a waiver thereof, nor will any single or partial exercise of any such right, remedy or power preclude any other exercise thereof or the exercise of any other such right, remedy or power, nor will any waiver by the Debentureholder be deemed to be a waiver of any subsequent, similar or other event.

ARTICLE 8
OTHER AGREEMENTS

8.1 Withholding Taxes

If the Company is obliged to withhold any payment hereunder on account of present or future taxes, duties, assessments or other governmental charges required by Law, the Company shall make such withholding or deduction and pay the balance owing to the Debentureholder.

8.2 Amendment and Waiver

Neither this Debenture nor any provision hereof may be amended, waived, discharged or terminated except by a document in writing executed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

8.3 Notices and Other Instruments

Any notice, demand or other communication required or permitted to be given to any party hereunder shall be in writing and shall be:

(a) personally delivered to such party; or

(b) except during a period of strike, lock-out or other postal disruption, sent by double registered mail, postage prepaid to the address of such party set forth on page one; or

(c) sent by facsimile transmission or other means of electronic communication to the address of such party set forth on page one;

(d) and shall be deemed to have been received by such party on the earliest of the date of delivery under subsection (a), the actual date of receipt when mailed under subsection (b) and the Business Day following the date of communication under subsection (c). Any party may give written notice to the other parties of a change of address to some other address, in which event any communication shall thereafter be given to such party as hereinbefore provided, at the last such changed address of which the party communication has received written notice.

8.4 Maximum Rate

Notwithstanding any other provisions of this Debenture or any other agreement, the maximum amount (including interest and any other consideration) payable to the Debentureholder in connection with the Obligations and each part thereof shall not exceed the maximum allowable return permitted under the laws of British

Columbia and the laws of Canada applicable therein, and the provisions of this Debenture and all other existing and future agreements are hereby modified to the extent necessary to effect the foregoing.

8.5 Successors and Assigns

This Debenture shall be binding upon the Company and its successors. This Debenture is neither transferable nor assignable.

8.6 Headings, etc.

The division of this Debenture into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

8.7 Severability

The provisions of this Debenture are intended to be severable. If any provision of this Debenture shall be deemed by any court of competent jurisdiction or held to be invalid or void or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

8.8 Modification

From time to time the Company may modify the terms and conditions hereof for any purpose not inconsistent the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein.

8.9 Governing Law

This Debenture shall be governed by and construed in accordance with the laws of the Province of British Columbia and of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE OCTOBER 12, 2019.

THE WARRANTS REPRESENTED HEREBY WILL BE VOID AND OF NO VALUE AFTER 5:00 PM (VANCOUVER TIME) ON JUNE 11, 2022.

CROP INFRASTRUCTURE CORP.
(Incorporated under the laws of British Columbia)

Certificate Number: **2019-04** **4,166,667** Warrants to Purchase **4,166,667** Shares

COMMON SHARE PURCHASE WARRANTS

THIS IS TO CERTIFY THAT, for value received, **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** or its lawful assignee (the "**Holder**") is entitled to subscribe for and purchase up to 4,166,667 fully paid and non-assessable common shares without par value (collectively, the "**Shares**" and individually, a "**Share**") in the capital of Crop Infrastructure Corp. (the "**Company**") at any time on or before 5:00 p.m. Vancouver time on June 11, 2022 (the "**Expiry Date**"), at a price of $0.50 per Share, subject, however, to the provisions and upon the Terms and Conditions attached hereto as Schedule "A" and forming part hereof.

The rights represented by this Warrant Certificate may be exercised by the Holder, in whole or in part (but not as to a fraction of a Share) by surrender of this Warrant Certificate (properly endorsed as required), together with a Warrant Exercise Form in the form attached hereto as Appendix "B", duly completed and executed, to the Company at Suite 600 - 535 Howe Street, Vancouver, BC V6C 2Z7, Attention: Chief Financial Officer, or such other address as the Company may from time to time in writing direct, together with a certified cheque or bank draft payable to or to the order of the Company in payment of the purchase price of the number of Shares subscribed for. The Holder is advised to read "Instruction to Holders" attached hereto as Appendix "A" for details on how to complete the Warrant Exercise Form (as such term is defined in Schedule "A").

[Signature Page to Follow]

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed by its duly authorized officer, this _____ day of June, 2019.

CROP INFRASTRUCTURE CORP.

Per: _____
Authorized Signatory

SCHEDULE "A"

TERMS AND CONDITIONS
ATTACHED TO COMMON SHARE PURCHASE WARRANTS
ISSUED BY CROP INFRASTRUCTURE CORP.
(the "Company")

Each Warrant of the Company, whether single or part of a series, is subject to these Terms and Conditions as they were at the date of issue of the Warrant.

PART 1

DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Terms and Conditions, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

(a) "**Company**" means Crop Infrastructure Corp. and includes any successor corporations;

(b) "**Company's auditor**" means the accountant duly appointed as auditor of the Company;

(c) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(d) "**Exercise Price**" means $0.50 per Share or as may be adjusted as per §4.7;

(e) "**Expiry Date**" means the date defined as such on the face page of the Warrant Certificate;

(f) "**Expiry Time**" means 5:00 p.m. Vancouver time on the Expiry Date;

(g) "**Holder**" means the registered holder of a Warrant;

(h) "**person**" means an individual, corporation, partnership, trustee or any unincorporated organization, and words importing persons have a similar meaning;

(i) "**Shares**" or "**shares**" means the common shares in the capital of the Company, and any shares resulting from any event referred to in §5.2;

(j) "**Warrant**" means a warrant as evidenced by this Warrant Certificate, whereby one (1) Warrant entitles the holder thereof to purchase one (1) Share of the Company (subject to adjustment) on or before the Expiry Date at the Exercise Price;

(k) "**Warrant Certificate**" means the certificate evidencing the Warrant;

(l) "**Warrant Exercise Form**" means Appendix "B" hereof; and

(m) "**Warrant Transfer Form**" means Appendix "C" hereof.

Interpretation

1.2 In these Terms and Conditions, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision;

(b) a reference to a Part means a Part of these Terms and Conditions and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of these Terms and Conditions so designated;

(c) the headings are for convenience only, do not form a part of these Terms and Conditions and are not intended to interpret, define or limit the scope, extent or intent of these Terms and Conditions or any of its provisions;

(d) all dollar amounts referred to herein are expressed in Canadian funds;

(e) time will be of the essence hereof; and

(f) words importing the singular number include the plural and vice versa, and words importing the masculine gender include feminine and neuter genders.

Applicable Law

1.3 The Warrants will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto and will be treated in all respects as legal contracts under the laws of the Province of British Columbia.

PART 2

ISSUE OF WARRANTS

Additional Warrants

2.1 The Company may at any time and from time to time issue Warrants or grant options or similar rights to purchase shares of in its capital.

Issue in Substitution for Lost Warrants

2.2 In case a Warrant Certificate will become mutilated, lost, destroyed or stolen, the Company in its discretion may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen in exchange for, and in place of, and upon cancellation of, such mutilated Warrant Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Warrant Certificate, and the Warrants represented by such substituted Warrant Certificate will be entitled to the benefit hereof and rank equally in accordance with its terms with all other Warrants of the same issue. The Company may charge a reasonable fee for the issuance and delivery of a new Warrant Certificate.

2.3 The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of the issue thereof and in the case of loss, destruction or theft furnish to the Company such evidence of ownership, and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion; and such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion and will pay the reasonable charges of the Company in connection therewith.

Holder not a Shareholder

2.4 The holding of a Warrant will not constitute the Holder a shareholder of the Company, nor entitle the Holder to any right or interest in respect thereof, except as expressly provided in the Warrant Certificate.

Securities Law Exemption

2.5 The Holder acknowledges and agrees that the Warrants and any Shares issued pursuant to the exercise of any Warrants have been or will be issued only on a "private placement" basis and that the Company has no obligation to, and does not intend to, file any prospectus or registration statement in any jurisdiction in order to qualify any of such Warrants and/or Shares for resale.

PART 3

OWNERSHIP AND TRANSFER OF WARRANT

Exchange of Warrants

3.1 A Warrant Certificate in any authorized denomination, upon compliance with the reasonable requirements of the Company, may be exchanged for a Warrant Certificate(s) in any other authorized denomination of the same issue entitling the Holder to purchase an equal aggregate number of Shares at the same Exercise Price and on the same terms as the Warrant Certificate so exchanged.

3.2 Warrants may be exchanged only with the Company. Any Warrants tendered for exchange will be surrendered to the Company and cancelled.

3.3 Subject to compliance with applicable securities laws, the Warrants are transferable on the terms and conditions contained herein and by the Holder completing and submitting to the Company a completed and duly executed Warrant Transfer Form.

Charges for Exchange

3.4 On exchange of Warrants, the Company, except as otherwise herein provided, may charge a reasonable fee for each new Warrant Certificate issued, and payment of any transfer taxes or governmental or other charges required to be paid will be made by the party requesting such exchange.

Ownership of Warrants

3.5 The Company may deem and treat the Holder of a Warrant as the absolute owner of such Warrant for all purposes and will not be affected by any notice or knowledge to the contrary.

Notice to Holder

3.6 Unless herein otherwise expressly provided, any notice to be given hereunder to a Holder will be deemed to be validly given, if mailed to the address of the Holder as set out on the Warrant Certificate. Any notice so given will be deemed to have been received five days from the date of mailing to the Holder or any market intermediary then holding the Warrants of the Holder in any trust account.

PART 4

EXERCISE OF WARRANTS

Method of Exercise of Warrants

4.1 The right to purchase Shares conferred by a Warrant may be exercised by the Holder surrendering the Warrant Certificate, together with a duly completed and executed Warrant Exercise Form and a certified cheque or bank draft payable to, or to the order of, the Company at the address as set out on the Warrant Certificate, for the purchase price applicable at the time of surrender in respect of the shares subscribed for in lawful money of Canada to the Company at the address as set out on the Warrant Exercise Form.

Effect of Exercise of Warrants

4.2 Upon surrender and payment as aforesaid, the shares so subscribed for will be deemed to have been issued, and the Holder will be deemed to have become the holder of such shares on the date of such surrender and payment, and such shares will be issued at the Exercise Price as may be adjusted in the events and in the manner described herein.

4.3 Within 10 business days after surrender and payment as aforesaid, the Company will forthwith cause to be delivered to the person in whose name the shares are directed to be registered as specified in such Warrant Exercise Form, or if no such direction is given, the Holder, a certificate for the appropriate number of shares not exceeding those which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

Subscription for Less than Entitlement

4.4 A Holder may purchase a number of shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of shares less than the number which can be purchased pursuant to a Warrant Certificate, the Holder, upon exercise thereof, will, in addition to certificates representing shares issued on such exercise, and be entitled to receive a new Warrant Certificate in respect of the balance of the shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate but which were not then purchased.

Warrants for Fractions of Shares

4.5 To the extent that a Holder is entitled to receive on the exercise or partial exercise thereof a fraction of a share, such right may be exercised in respect of such fraction only in combination with another Warrant which in the aggregate will entitle the Holder to receive a whole number of shares.

Expiration of Warrants

4.6 After the Expiry Date, all rights under the Warrants will wholly cease and terminate, and the Warrants will thereupon be void and of no effect.

Exercise Price

4.7 The price per share which must be paid to exercise a Warrant is the Exercise Price, as may be adjusted in the events and in the manner described herein.

Limitation on Exercise

4.8 Notwithstanding anything to the contrary contained in the Warrant Certificate, the Warrants shall not be exercisable by the Holder, and the Company shall not effect any exercise of the Warrants or otherwise issue any Shares pursuant hereto, to the extent (but only to the extent) that, after giving effect to such exercise, the Holder or any of its affiliates would beneficially own in excess of 9.9% (the "**Maximum Percentage**") of the issued and outstanding Shares of the Company after such exercise. To the extent the above limitation applies, the determination of whether a Warrant shall be exercised (*vis-à-vis* other convertible, exercisable or exchangeable securities owned by the Holder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Holder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to exercise a Warrant or to issue Warrant Shares pursuant to this Section shall have any effect on the applicability of the provisions of this Section with respect to any subsequent determination of exercisability. For purposes of this Section, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*. The limitations contained in this Section shall apply to a successor Holder of the Warrants. For any reason at any time, upon the written or oral request of the Holder, the Company shall within 1 business day confirm orally and in writing to the

Holder the number of Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Shares, including, without limitation, pursuant to the Warrants. Unless otherwise agreed to by the parties hereto, by written notice to the Company, the Holder may increase or decrease the Maximum Percentage to any other percentage provided that: (a) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Holder sending such notice.

PART 5

ADJUSTMENTS

Adjustments

5.1 If during the term of the Warrants, the Company issues warrants with an exercise price below $0.50 (the "**Offering Warrant Price**"), the Company will adjust the exercise price of the Warrants downward to the to the greater of the (a) the price of such issuance; and (b) the closing market price of the Common Shares on the Exchange on the trading day prior to public dissemination of the news release disclosing the issuance of the Debenture, less the maximum discount permitted by Exchange policies. Further, if during the term of the Warrants, the Company issues warrants with an exercise price below $0.50, the Company will, subject to prior approval from the Exchange, issue to the Holder special warrants at the reduced Exercise Price equal to the number of Warrants that would have been issued if the reduced Conversion Price (as defined in the subscription agreement) was used to calculate the number of Warrants issued on the Issue Date (as defined in the subscription agreement). Under such circumstances, the Company agrees to undertake commercially reasonable efforts to obtain such Exchange approval, and will keep the Debentureholder, or its agent thereof, reasonably updated and informed with respect to the approval process with the Exchange.

5.2 If and whenever the Shares will be subdivided into a greater or consolidated into a lesser number of shares, or in the event of any payment by the Company of a stock dividend (other than a dividend paid in the ordinary course), or in the event that the Company conducts a rights offering to its shareholders, the exercise price will be decreased or increased proportionately as the case may be. Upon any such subdivision, consolidation, payment of a stock dividend or rights offering, the number of shares deliverable upon the exercise of a Warrant and the exercise price of the Warrant will be increased or decreased proportionately as the case may be.

5.3 In case of any reclassification of the capital of the Company, or in the case of the merger, reorganization or amalgamation of the Company with, or into any other company or of the sale of substantially all of the property and assets of the Company to any other company, each Warrant will, after such reclassification of capital, merger, amalgamation or sale, confer the right to purchase that number of shares or other securities or property of the Company or of the company resulting from such reclassification, merger, amalgamation, or to which such sale will be made, as the case may be, which the Holder would then hold if the Holder had exercised the Holder's rights under the Warrant before reclassification of capital, merger, amalgamation or sale; and in any such case, if necessary, appropriate adjustments will be made in the application of the provisions set forth in this Part 5 with respect to the rights and interest thereafter of the Holders to the end that the provisions set forth in this Part 5 will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any Shares or other securities or property thereafter deliverable on the exercise of a Warrant.

5.4 The adjustments provided for in this Part 5 are cumulative.

Determination of Adjustments

5.5 If any question will at any time arise with respect to any adjustments to be made under §5.1 and §5.2, such question will be conclusively determined by the Company's auditor, or, if the Company's auditor declines to so act, any other chartered accountant in Vancouver, British Columbia that the Company may designate (acting reasonably) and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

Hold Period

5.6 The Shares received by the Holder upon the exercise of the Warrants may be subject to a hold period as determined by the *Securities Act* (British Columbia), the rules and policies of the Exchange and/or other applicable securities laws.

PART 6

COVENANTS BY THE COMPANY

Reservation of Shares

6.1 The Company will reserve, and there will remain unissued out of its authorized capital, a sufficient number of shares to satisfy the rights of purchase provided for in all Warrants from time to time outstanding.

PART 7

MODIFICATION OF TERMS, SUCCESSORS

Modification of Terms and Conditions for Certain Purposes

7.1 From time to time the Company may, subject to the provisions of the Warrant Certificate, when so directed by the Holders, modify the terms and conditions hereof, for any one or more or all of the following purposes:

(a) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of counsel for the Company, are necessary or advisable in the circumstances;

(b) making such provisions not inconsistent herewith as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of Warrants on any stock exchange or house;

(c) adding to or altering the provisions hereof in respect of the registration of Warrants making provision for the exchange of Warrant Certificates of different denominations; and making any modification in the form of Warrant Certificates which does not affect the substance thereof;

(d) for any other purpose not inconsistent with the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein; and

(e) to evidence any succession of any corporation and the assumption by any successor of the covenants of the Company herein and in the Warrants contained as provided hereafter in this Part 7.

Company may Amalgamate on Certain Terms

7.2 Nothing herein contained will prevent any amalgamation or merger of the Company with or into any other company, or the sale of the property or assets of the Company to any company lawfully entitled to acquire the same; provided however that the company formed by such merger or amalgamation or which acquires by conveyance or transfer all or substantially all the properties and assets of the Company will, simultaneously with such amalgamation, merger, conveyance or transfer, assume the due and punctual performance and observance of all the covenants and conditions hereof to be performed or observed by the Company and will succeed to and be substituted for the Company, and such changes in phraseology and form (but not in substance) may be made in the Warrant Certificate as may be appropriate in view of such amalgamation, merger or transfer.

Additional Financings

7.3 Nothing herein contained will prevent the Company from issuing any other securities or rights with respect thereto during the period within which a Warrant is exercisable, upon such terms as the Company may deem appropriate.

APPENDIX "A"

INSTRUCTIONS TO HOLDERS

TO EXERCISE:

To exercise Warrants, the Holder must complete, sign and deliver the Warrant Exercise Form, attached as Appendix "B" and deliver the Warrant Certificate(s) to the Company, indicating the number of common shares to be acquired.

TO TRANSFER:

To transfer Warrants, and subject to compliance with applicable securities laws, the Holder must complete, sign and deliver the Warrant Transfer Form, attached as Appendix "C" and deliver the Warrant Certificate(s) to the Company. The Company may require such other certificates or opinions to evidence compliance with applicable securities legislation in Canada.

To transfer Warrants, the Warrant Holder's signature on the Warrant Transfer Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

GENERAL:

If forwarding any documents by mail, registered mail must be employed.

If the Warrant Exercise Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the Warrant Certificate must also be accompanied by evidence of authority to sign satisfactory to the Company.

The address of the Company is:

Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

[End of Appendix "A"]

APPENDIX "B"

WARRANT EXERCISE FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

The undersigned Holder of the within Warrants hereby subscribes for _____ common shares (the "**Shares**") of Crop Infrastructure Corp. (the "**Company**") pursuant to the within Warrants on the terms and price specified in the Warrants. This subscription is accompanied by a certified cheque or bank draft payable to or to the order of the Company for the whole amount of the purchase price of the Shares.

The undersigned hereby directs that the Shares be registered as follows:

NAME(S) IN FULL	**ADDRESS(ES)**	**NUMBER OF SHARES**

If the Shares are issued prior to October 12, 2019, the certificate(s) will bear the following legends:

"Unless permitted under securities legislation, the holder of this security must not trade the security before October 12, 2019."

DATED this _____ day of _____, 201_____.

In the presence of:

_____ _____
Signature of Witness Signature of Holder

_____ _____
Witness's Name Name and Title of Authorized Signatory for the Holder

Please print below your name and address in full.

Legal Name _____

Address _____

_____

INSTRUCTIONS FOR SUBSCRIPTION

The signature to the subscription must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration. If the registration in respect of the certificates representing the Shares to be issued upon exercise of the Warrants differs from the registration of the Warrant Certificates the signature of the registered holder must be guaranteed by an authorized officer of a Canadian chartered bank, or of a major Canadian trust company, or by a medallion signature guarantee from a member recognized under the Signature Medallion Guarantee Program, or from a similar entity in the United States, if this transfer is executed in the United States, or in accordance with industry standards.

In the case of persons signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the form of subscription are being forwarded by mail, registered mail must be employed.

[End of Appendix "B"]

APPENDIX "C"

WARRANT TRANSFER FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

FOR VALUE RECEIVED, the undersigned holder of the within Warrants hereby sells, assigns and transfers to _____, _____ Warrants of Crop Infrastructure Corp. (the "**Company**") registered in the name of the undersigned on the records of the Company and irrevocably appoints _____ the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution.

The undersigned hereby directs that the Warrants hereby transferred be issued and delivered as follows:

NAME IN FULL	**ADDRESS**	**NUMBER OF WARRANTS**

DATED this _____ day of _____, 201_____.

_____ _____

Signature of Warrant Holder Signature Guaranteed

INSTRUCTIONS FOR TRANSFER

Signature of the Warrant Holder must be the signature of the person appearing on the face of this Warrant Certificate.

If the Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Company.

The signature on the Transfer Form must be guaranteed by a chartered bank or trust company, or a member firm of an approved signature guarantee medallion program. The guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

The Warrants will only be transferable in accordance with applicable laws. The Warrants and the common shares issuable upon exercise thereof have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under the securities laws of any state of the United States, and may not be transferred to or for the account or benefit of a U.S. person or any person in the United States without registration under the U.S. Securities Act and applicable state securities laws, or compliance with the requirements of an exemption from registration. "**United States**" and "**U.S. person**" are as defined in Regulation S under the U.S. Securities Act.

[End of Appendix "C"]

END OF DOCUMENT

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE OCTOBER 12, 2019.

THE WARRANTS REPRESENTED HEREBY WILL BE VOID AND OF NO VALUE AFTER 5:00 PM (VANCOUVER TIME) ON JUNE 11, 2022.

CROP INFRASTRUCTURE CORP.
(Incorporated under the laws of British Columbia)

Certificate Number: **2019-04** **4,166,667** Warrants to Purchase **4,166,667** Shares

COMMON SHARE PURCHASE WARRANTS

THIS IS TO CERTIFY THAT, for value received, **KW Capital Partners Ltd.** of **10 Wanless Avenue, Suite 201, Toronto, ON M4N 1V6** or its lawful assignee (the "**Holder**") is entitled to subscribe for and purchase up to 4,166,667 fully paid and non-assessable common shares without par value (collectively, the "**Shares**" and individually, a "**Share**") in the capital of Crop Infrastructure Corp. (the "**Company**") at any time on or before 5:00 p.m. Vancouver time on June 11, 2022 (the "**Expiry Date**"), at a price of $0.50 per Share, subject, however, to the provisions and upon the Terms and Conditions attached hereto as Schedule "A" and forming part hereof.

The rights represented by this Warrant Certificate may be exercised by the Holder, in whole or in part (but not as to a fraction of a Share) by surrender of this Warrant Certificate (properly endorsed as required), together with a Warrant Exercise Form in the form attached hereto as Appendix "B", duly completed and executed, to the Company at Suite 600 - 535 Howe Street, Vancouver, BC V6C 2Z7, Attention: Chief Financial Officer, or such other address as the Company may from time to time in writing direct, together with a certified cheque or bank draft payable to or to the order of the Company in payment of the purchase price of the number of Shares subscribed for. The Holder is advised to read "Instruction to Holders" attached hereto as Appendix "A" for details on how to complete the Warrant Exercise Form (as such term is defined in Schedule "A").

[Signature Page to Follow]

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be executed by its duly authorized officer, this 11th day of June, 2019.

CROP INFRASTRUCTURE CORP.

Per: _____
Authorized Signatory

SCHEDULE "A"

TERMS AND CONDITIONS
ATTACHED TO COMMON SHARE PURCHASE WARRANTS
ISSUED BY CROP INFRASTRUCTURE CORP.
(the "Company")

Each Warrant of the Company, whether single or part of a series, is subject to these Terms and Conditions as they were at the date of issue of the Warrant.

PART 1

DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Terms and Conditions, except as otherwise expressly provided herein, the following words and phrases will have the following meanings:

(a) "**Company**" means Crop Infrastructure Corp. and includes any successor corporations;

(b) "**Company's auditor**" means the accountant duly appointed as auditor of the Company;

(c) "**Exchange**" means the Canadian Securities Exchange, or such other stock exchange on which the Common Shares principally trade;

(d) "**Exercise Price**" means $0.50 per Share or as may be adjusted as per §4.7;

(e) "**Expiry Date**" means the date defined as such on the face page of the Warrant Certificate;

(f) "**Expiry Time**" means 5:00 p.m. Vancouver time on the Expiry Date;

(g) "**Holder**" means the registered holder of a Warrant;

(h) "**person**" means an individual, corporation, partnership, trustee or any unincorporated organization, and words importing persons have a similar meaning;

(i) "**Shares**" or "**shares**" means the common shares in the capital of the Company, and any shares resulting from any event referred to in §5.2;

(j) "**Warrant**" means a warrant as evidenced by this Warrant Certificate, whereby one (1) Warrant entitles the holder thereof to purchase one (1) Share of the Company (subject to adjustment) on or before the Expiry Date at the Exercise Price;

(k) "**Warrant Certificate**" means the certificate evidencing the Warrant;

(l) "**Warrant Exercise Form**" means Appendix "B" hereof; and

(m) "**Warrant Transfer Form**" means Appendix "C" hereof.

Interpretation

1.2 In these Terms and Conditions, except as otherwise expressly provided herein:

(a) the words "**herein**", "**hereof**", and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision;

(b) a reference to a Part means a Part of these Terms and Conditions and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of these Terms and Conditions so designated;

(c) the headings are for convenience only, do not form a part of these Terms and Conditions and are not intended to interpret, define or limit the scope, extent or intent of these Terms and Conditions or any of its provisions;

(d) all dollar amounts referred to herein are expressed in Canadian funds;

(e) time will be of the essence hereof; and

(f) words importing the singular number include the plural and vice versa, and words importing the masculine gender include feminine and neuter genders.

Applicable Law

1.3 The Warrants will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable thereto and will be treated in all respects as legal contracts under the laws of the Province of British Columbia.

PART 2

ISSUE OF WARRANTS

Additional Warrants

2.1 The Company may at any time and from time to time issue Warrants or grant options or similar rights to purchase shares of in its capital.

Issue in Substitution for Lost Warrants

2.2 In case a Warrant Certificate will become mutilated, lost, destroyed or stolen, the Company in its discretion may issue and deliver a new Warrant Certificate of like date and tenor as the one mutilated, lost, destroyed or stolen in exchange for, and in place of, and upon cancellation of, such mutilated Warrant Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Warrant Certificate, and the Warrants represented by such substituted Warrant Certificate will be entitled to the benefit hereof and rank equally in accordance with its terms with all other Warrants of the same issue. The Company may charge a reasonable fee for the issuance and delivery of a new Warrant Certificate.

2.3 The applicant for the issue of a new Warrant Certificate pursuant hereto will bear the cost of the issue thereof and in the case of loss, destruction or theft furnish to the Company such evidence of ownership, and of loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as will be satisfactory to the Company in its discretion; and such applicant may also be required to furnish indemnity in amount and form satisfactory to the Company in its discretion and will pay the reasonable charges of the Company in connection therewith.

Holder not a Shareholder

2.4 The holding of a Warrant will not constitute the Holder a shareholder of the Company, nor entitle the Holder to any right or interest in respect thereof, except as expressly provided in the Warrant Certificate.

Securities Law Exemption

2.5 The Holder acknowledges and agrees that the Warrants and any Shares issued pursuant to the exercise of any Warrants have been or will be issued only on a "private placement" basis and that the Company has no obligation to, and does not intend to, file any prospectus or registration statement in any jurisdiction in order to qualify any of such Warrants and/or Shares for resale.

PART 3

OWNERSHIP AND TRANSFER OF WARRANT

Exchange of Warrants

3.1 A Warrant Certificate in any authorized denomination, upon compliance with the reasonable requirements of the Company, may be exchanged for a Warrant Certificate(s) in any other authorized denomination of the same issue entitling the Holder to purchase an equal aggregate number of Shares at the same Exercise Price and on the same terms as the Warrant Certificate so exchanged.

3.2 Warrants may be exchanged only with the Company. Any Warrants tendered for exchange will be surrendered to the Company and cancelled.

3.3 Subject to compliance with applicable securities laws, the Warrants are transferable on the terms and conditions contained herein and by the Holder completing and submitting to the Company a completed and duly executed Warrant Transfer Form.

Charges for Exchange

3.4 On exchange of Warrants, the Company, except as otherwise herein provided, may charge a reasonable fee for each new Warrant Certificate issued, and payment of any transfer taxes or governmental or other charges required to be paid will be made by the party requesting such exchange.

Ownership of Warrants

3.5 The Company may deem and treat the Holder of a Warrant as the absolute owner of such Warrant for all purposes and will not be affected by any notice or knowledge to the contrary.

Notice to Holder

3.6 Unless herein otherwise expressly provided, any notice to be given hereunder to a Holder will be deemed to be validly given, if mailed to the address of the Holder as set out on the Warrant Certificate. Any notice so given will be deemed to have been received five days from the date of mailing to the Holder or any market intermediary then holding the Warrants of the Holder in any trust account.

PART 4

EXERCISE OF WARRANTS

Method of Exercise of Warrants

4.1 The right to purchase Shares conferred by a Warrant may be exercised by the Holder surrendering the Warrant Certificate, together with a duly completed and executed Warrant Exercise Form and a certified cheque or bank draft payable to, or to the order of, the Company at the address as set out on the Warrant Certificate, for the purchase price applicable at the time of surrender in respect of the shares subscribed for in lawful money of Canada to the Company at the address as set out on the Warrant Exercise Form.

Effect of Exercise of Warrants

4.2 Upon surrender and payment as aforesaid, the shares so subscribed for will be deemed to have been issued, and the Holder will be deemed to have become the holder of such shares on the date of such surrender and payment, and such shares will be issued at the Exercise Price as may be adjusted in the events and in the manner described herein.

4.3 Within 10 business days after surrender and payment as aforesaid, the Company will forthwith cause to be delivered to the person in whose name the shares are directed to be registered as specified in such Warrant Exercise Form, or if no such direction is given, the Holder, a certificate for the appropriate number of shares not exceeding those which the Holder is entitled to purchase pursuant to the Warrant Certificate surrendered.

Subscription for Less than Entitlement

4.4 A Holder may purchase a number of shares less than the number which the Holder is entitled to purchase pursuant to the surrendered Warrant Certificate. In the event of any purchase of a number of shares less than the number which can be purchased pursuant to a Warrant Certificate, the Holder, upon exercise thereof, will, in addition to certificates representing shares issued on such exercise, and be entitled to receive a new Warrant Certificate in respect of the balance of the shares which the Holder was entitled to purchase pursuant to the surrendered Warrant Certificate but which were not then purchased.

Warrants for Fractions of Shares

4.5 To the extent that a Holder is entitled to receive on the exercise or partial exercise thereof a fraction of a share, such right may be exercised in respect of such fraction only in combination with another Warrant which in the aggregate will entitle the Holder to receive a whole number of shares.

Expiration of Warrants

4.6 After the Expiry Date, all rights under the Warrants will wholly cease and terminate, and the Warrants will thereupon be void and of no effect.

Exercise Price

4.7 The price per share which must be paid to exercise a Warrant is the Exercise Price, as may be adjusted in the events and in the manner described herein.

Limitation on Exercise

4.8 Notwithstanding anything to the contrary contained in the Warrant Certificate, the Warrants shall not be exercisable by the Holder, and the Company shall not effect any exercise of the Warrants or otherwise issue any Shares pursuant hereto, to the extent (but only to the extent) that, after giving effect to such exercise, the Holder or any of its affiliates would beneficially own in excess of 9.9% (the "**Maximum Percentage**") of the issued and outstanding Shares of the Company after such exercise. To the extent the above limitation applies, the determination of whether a Warrant shall be exercised (*vis-à-vis* other convertible, exercisable or exchangeable securities owned by the Holder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Holder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to exercise a Warrant or to issue Warrant Shares pursuant to this Section shall have any effect on the applicability of the provisions of this Section with respect to any subsequent determination of exercisability. For purposes of this Section, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*. The limitations contained in this Section shall apply to a successor Holder of the Warrants. For any reason at any time, upon the written or oral request of the Holder, the Company shall within 1 business day confirm orally and in writing to the

Holder the number of Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Shares, including, without limitation, pursuant to the Warrants. Unless otherwise agreed to by the parties hereto, by written notice to the Company, the Holder may increase or decrease the Maximum Percentage to any other percentage provided that: (a) any such increase will not be effective until the 61st day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Holder sending such notice.

PART 5

ADJUSTMENTS

Adjustments

5.1 If during the term of the Warrants, the Company issues warrants with an exercise price below $0.50 (the "**Offering Warrant Price**"), the Company will adjust the exercise price of the Warrants downward to the to the greater of the (a) the price of such issuance; and (b) the closing market price of the Common Shares on the Exchange on the trading day prior to public dissemination of the news release disclosing the issuance of the Debenture, less the maximum discount permitted by Exchange policies. Further, if during the term of the Warrants, the Company issues warrants with an exercise price below $0.50, the Company will, subject to prior approval from the Exchange, issue to the Holder special warrants at the reduced Exercise Price equal to the number of Warrants that would have been issued if the reduced Conversion Price (as defined in the subscription agreement) was used to calculate the number of Warrants issued on the Issue Date (as defined in the subscription agreement). Under such circumstances, the Company agrees to undertake commercially reasonable efforts to obtain such Exchange approval, and will keep the Debentureholder, or its agent thereof, reasonably updated and informed with respect to the approval process with the Exchange.

5.2 If and whenever the Shares will be subdivided into a greater or consolidated into a lesser number of shares, or in the event of any payment by the Company of a stock dividend (other than a dividend paid in the ordinary course), or in the event that the Company conducts a rights offering to its shareholders, the exercise price will be decreased or increased proportionately as the case may be. Upon any such subdivision, consolidation, payment of a stock dividend or rights offering, the number of shares deliverable upon the exercise of a Warrant and the exercise price of the Warrant will be increased or decreased proportionately as the case may be.

5.3 In case of any reclassification of the capital of the Company, or in the case of the merger, reorganization or amalgamation of the Company with, or into any other company or of the sale of substantially all of the property and assets of the Company to any other company, each Warrant will, after such reclassification of capital, merger, amalgamation or sale, confer the right to purchase that number of shares or other securities or property of the Company or of the company resulting from such reclassification, merger, amalgamation, or to which such sale will be made, as the case may be, which the Holder would then hold if the Holder had exercised the Holder's rights under the Warrant before reclassification of capital, merger, amalgamation or sale; and in any such case, if necessary, appropriate adjustments will be made in the application of the provisions set forth in this Part 5 with respect to the rights and interest thereafter of the Holders to the end that the provisions set forth in this Part 5 will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any Shares or other securities or property thereafter deliverable on the exercise of a Warrant.

5.4 The adjustments provided for in this Part 5 are cumulative.

Determination of Adjustments

5.5 If any question will at any time arise with respect to any adjustments to be made under §5.1 and §5.2, such question will be conclusively determined by the Company's auditor, or, if the Company's auditor declines to so act, any other chartered accountant in Vancouver, British Columbia that the Company may designate (acting reasonably) and who will have access to all appropriate records, and such determination will be binding upon the Company and the Holder.

Hold Period

5.6 The Shares received by the Holder upon the exercise of the Warrants may be subject to a hold period as determined by the *Securities Act* (British Columbia), the rules and policies of the Exchange and/or other applicable securities laws.

PART 6

COVENANTS BY THE COMPANY

Reservation of Shares

6.1 The Company will reserve, and there will remain unissued out of its authorized capital, a sufficient number of shares to satisfy the rights of purchase provided for in all Warrants from time to time outstanding.

PART 7

MODIFICATION OF TERMS, SUCCESSORS

Modification of Terms and Conditions for Certain Purposes

7.1 From time to time the Company may, subject to the provisions of the Warrant Certificate, when so directed by the Holders, modify the terms and conditions hereof, for any one or more or all of the following purposes:

(a) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of counsel for the Company, are necessary or advisable in the circumstances;

(b) making such provisions not inconsistent herewith as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of Warrants on any stock exchange or house;

(c) adding to or altering the provisions hereof in respect of the registration of Warrants making provision for the exchange of Warrant Certificates of different denominations; and making any modification in the form of Warrant Certificates which does not affect the substance thereof;

(d) for any other purpose not inconsistent with the terms hereof, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein; and

(e) to evidence any succession of any corporation and the assumption by any successor of the covenants of the Company herein and in the Warrants contained as provided hereafter in this Part 7.

Company may Amalgamate on Certain Terms

7.2 Nothing herein contained will prevent any amalgamation or merger of the Company with or into any other company, or the sale of the property or assets of the Company to any company lawfully entitled to acquire the same; provided however that the company formed by such merger or amalgamation or which acquires by conveyance or transfer all or substantially all the properties and assets of the Company will, simultaneously with such amalgamation, merger, conveyance or transfer, assume the due and punctual performance and observance of all the covenants and conditions hereof to be performed or observed by the Company and will succeed to and be substituted for the Company, and such changes in phraseology and form (but not in substance) may be made in the Warrant Certificate as may be appropriate in view of such amalgamation, merger or transfer.

Additional Financings

7.3 Nothing herein contained will prevent the Company from issuing any other securities or rights with respect thereto during the period within which a Warrant is exercisable, upon such terms as the Company may deem appropriate.

APPENDIX "A"

INSTRUCTIONS TO HOLDERS

TO EXERCISE:

To exercise Warrants, the Holder must complete, sign and deliver the Warrant Exercise Form, attached as Appendix "B" and deliver the Warrant Certificate(s) to the Company, indicating the number of common shares to be acquired.

TO TRANSFER:

To transfer Warrants, and subject to compliance with applicable securities laws, the Holder must complete, sign and deliver the Warrant Transfer Form, attached as Appendix "C" and deliver the Warrant Certificate(s) to the Company. The Company may require such other certificates or opinions to evidence compliance with applicable securities legislation in Canada.

To transfer Warrants, the Warrant Holder's signature on the Warrant Transfer Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange.

GENERAL:

If forwarding any documents by mail, registered mail must be employed.

If the Warrant Exercise Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the Warrant Certificate must also be accompanied by evidence of authority to sign satisfactory to the Company.

The address of the Company is:

Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

[End of Appendix "A"]

APPENDIX "B"

WARRANT EXERCISE FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

The undersigned Holder of the within Warrants hereby subscribes for _____ common shares (the "**Shares**") of Crop Infrastructure Corp. (the "**Company**") pursuant to the within Warrants on the terms and price specified in the Warrants. This subscription is accompanied by a certified cheque or bank draft payable to or to the order of the Company for the whole amount of the purchase price of the Shares.

The undersigned hereby directs that the Shares be registered as follows:

NAME(S) IN FULL	**ADDRESS(ES)**	**NUMBER OF SHARES**

If the Shares are issued prior to October 12, 2019, the certificate(s) will bear the following legends:

"Unless permitted under securities legislation, the holder of this security must not trade the security before October 12, 2019."

DATED this _____ day of _____, 201_____.

In the presence of:

_____ _____
Signature of Witness Signature of Holder

_____ _____
Witness's Name Name and Title of Authorized Signatory for the Holder

Please print below your name and address in full.

Legal Name _____

Address _____

_____

INSTRUCTIONS FOR SUBSCRIPTION

The signature to the subscription must correspond in every particular with the name written upon the face of the Warrant Certificate without alteration. If the registration in respect of the certificates representing the Shares to be issued upon exercise of the Warrants differs from the registration of the Warrant Certificates the signature of the registered holder must be guaranteed by an authorized officer of a Canadian chartered bank, or of a major Canadian trust company, or by a medallion signature guarantee from a member recognized under the Signature Medallion Guarantee Program, or from a similar entity in the United States, if this transfer is executed in the United States, or in accordance with industry standards.

In the case of persons signing by agent or attorney or by personal representative(s), the authority of such agent, attorney or representative(s) to sign must be proven to the satisfaction of the Company.

If the Warrant Certificate and the form of subscription are being forwarded by mail, registered mail must be employed.

[End of Appendix "B"]

APPENDIX "C"

WARRANT TRANSFER FORM

TO: Crop Infrastructure Corp.
Suite 600 - 535 Howe Street
Vancouver, BC V6C 2Z7

Attention: Chief Financial Officer

FOR VALUE RECEIVED, the undersigned holder of the within Warrants hereby sells, assigns and transfers to _____, _____ Warrants of Crop Infrastructure Corp. (the "**Company**") registered in the name of the undersigned on the records of the Company and irrevocably appoints _____ the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution.

The undersigned hereby directs that the Warrants hereby transferred be issued and delivered as follows:

NAME IN FULL	**ADDRESS**	**NUMBER OF WARRANTS**

DATED this _____ day of _____, 201_____.

_____ _____

Signature of Warrant Holder Signature Guaranteed

INSTRUCTIONS FOR TRANSFER

Signature of the Warrant Holder must be the signature of the person appearing on the face of this Warrant Certificate.

If the Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Company.

The signature on the Transfer Form must be guaranteed by a chartered bank or trust company, or a member firm of an approved signature guarantee medallion program. The guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

The Warrants will only be transferable in accordance with applicable laws. The Warrants and the common shares issuable upon exercise thereof have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under the securities laws of any state of the United States, and may not be transferred to or for the account or benefit of a U.S. person or any person in the United States without registration under the U.S. Securities Act and applicable state securities laws, or compliance with the requirements of an exemption from registration. "**United States**" and "**U.S. person**" are as defined in Regulation S under the U.S. Securities Act.

[End of Appendix "C"]

This is Exhibit "C" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

Tor#: 3857419.1

AGENCY AND INTERLENDER AGREEMENT

THIS AGENCY AND INTERLENDER AGREEMENT (as amended, restated or otherwise modified from time to time, this "**Agreement**") dated as of February 8, 2019.

AMONG:

KW CAPITAL PARTNERS LIMITED, having an address at 10 Wanless Avenue, Suite 201, Toronto, Ontario M4N 1V6

(the "**Agent**")

AND:

CROP INFRASTRUCTURE CORP., having an address at 600-535 Howe Street, Vancouver, B.C. V6C 2Z7

(the "**Parent**")

AND:

WHEELER CORRIDOR BUSINESS PARK LLC, HUMBOLDT HOLDINGS, LLC, ELITE VENTURES GROUP LLC, DVG LLC, OCEAN GREEN MANAGEMENT LLC, AND WHEELER PARK PROPERTIES, LLC

(collectively the "**Guarantors**" and, together with the Parent, the "**Company**")

AND:

THE HOLDERS LISTED ON SCHEDULE "A" ATTACHED HERETO

WHEREAS:

A. Pursuant to the Subscription Agreements (as defined below) and subject to the terms and conditions thereof, the Holders (as defined below) have agreed to subscribe for the Debentures (as defined below); and

B. The Holders wish to appoint the Agent to act on their behalf as to certain matters relating to the Debentures and to set out their rights and obligations with respect to one another, each as provided for in this Agreement.

NOW, THEREFORE, in consideration of the premises set out herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. INTERPRETATION

1.1 Defined Terms

In this Agreement, capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Debenture Certificates (a copy of which the Agent acknowledges receipt of), and the following terms will have the following meanings:

(a) "**Business Day**" means any day except Saturday, Sunday and any day on which banking institutions in the Province of Ontario are authorized or required by law or other government action to close;

(b) "**Debenture Certificates**" means the certificates representing, and setting out the terms of, the Debentures;

(c) "**Debentures**" means, collectively, the secured convertible debentures issued by the Parent to each of the Holders in connection with the Offering, having the terms set out in the Debenture Certificates;

(d) "**Enforcement Notice**" means written notice given by the Majority Holders to the Agent stating that an Event of Default has occurred and setting forth details of the Event of Default and instructions to the Agent to exercise all or any such rights, powers and remedies as are available to the Holders and the Agent under the Subscription Documents and this Agreement;

(e) "**Enforcement Rights**" means any and all demand, remedial and enforcement rights against the Company granted to or in favour of the Holders and the Agent under the Subscription Documents or which they may otherwise be entitled to by way of statute, equity or other means from time to time;

(f) "**Holders**" means, collectively, the holders of Debentures listed at Schedule A hereto, and each other holder of Debentures from time to time who has signed a Joinder Agreement;

(g) "**Joinder Agreement**" means an agreement in form and substance satisfactory to the Agent and the Company, acting reasonably, pursuant to which the assignee or transferee of a Holder, a new Holder or the assignee of the Agent becomes a party to this Agreement;

(h) "**Lien**" means any mortgage, charge, pledge, hypothecation, security interest, assignment, encumbrance, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature, or any other arrangement or condition that in substance secures payment or performance of an obligation;

(i) "**Majority Holders**" means, at any time, the Holders holding a majority of the Obligations;

(j) "**Obligations**" means all monies now or at any time hereafter owing or payable by the Company to the Holders and all obligations (whether now existing, presently arising or created in the future) of the Company in favour of the Holders pursuant to the Debentures;

(k) "**Offering**" means the offering of Debentures of the Company pursuant to the Subscription Agreements to raise gross proceeds of up to $4,000,000;

(l) "**Person**" is to be construed broadly and includes an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a joint venture or other entity or a governmental body or any agency or political subdivision thereof;

(m) "**Rateable Benefit Percentage**" means, with respect to each Holder, the percentage calculated as (x) its Subscription Amount (less the aggregate of any amounts repaid by the Company to such Holder) divided by (y) Subscription Amounts (less the aggregate of all amounts repaid by the Company to all of the Holders) of all Holders;

(n) "**Subscription Amount**" means, with respect to each Holder, the amount designated as the "**Principal Amount**" on the Subscription Agreement to which it is party and "**Subscription Amounts**" means the aggregate of each Subscription Amount;

(o) "**Subscription Agreement**" means, with respect to each Holder, the subscription agreement to which the Parent and such Holder are parties and pursuant to which such Holder agreed to purchase its Debentures; and

(p) "**Subscription Documents**" means, collectively, the Subscription Agreements, the Debenture Certificates and all other security and agreements to be entered into pursuant to, or granted under, the Subscription Agreements, as each may be amended, extended, renewed, replaced, restated and in effect from time to time.

1.2 Certain Meanings

The words "**hereof**," "**herein**" and "**hereunder**" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement and section references are to this Agreement unless otherwise specified. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. APPOINTMENT

2.1 Appointment and Acceptance of Appointment of the Agent

Each Holder hereby appoints and designates the Agent as agent hereunder and under the Debentures issued to such Holder to carry out the responsibilities and exercise the powers and rights constituting its Enforcement Rights and the powers and rights set out in this Agreement. The security interest granted in favour of the Agent shall be held and registered in all public offices as may be necessary or desirable to perfect the security interest granted therein in the name of the Agent for itself and on behalf of the Holders. The Agent hereby accepts such appointment on the terms and conditions set forth herein.

2.2 Authorizations

Each Holder hereby authorizes the Agent to:

(a) carry out the responsibilities and exercise the powers and rights vested in the Agent in this Agreement and under the terms of the Debentures;

(b) exercise all of the Holder's respective Enforcement Rights; and

(c) exercise such other rights and powers as are reasonably incidental to the foregoing rights and powers, or as are customarily and typically exercised by agents performing duties similar to the duties of the Agent hereunder and under the terms of the Debentures.

The duties of the Agent shall be deemed administrative in nature, and the Agent shall not have, by reason of this Agreement, or any of the Subscription Documents, a fiduciary relationship with any Holder. The Agent shall exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

2.3 Agent's Individual Capacity

The Agent shall have the same rights and powers in its capacity as a Holder as any other Holder and may exercise the same as though it were not an Agent and the term "Holder" or "Holders" shall, unless otherwise expressly indicated, or unless the context otherwise requires, include the Agent in its capacity as a Holder. The Agent may generally engage in any kind of business with the Company, the Holders, or any of their respective affiliates as if the Agent were not an Agent hereunder and without any duty to account therefor to the Holders.

2.4 Agent's Related Party Transactions

Each Holder acknowledges and agrees that:

(a) the Agent and its present or former employees, directors, officers, managers, representatives or affiliates, and the immediate family members of any of the foregoing persons, are, or may become in the future, party to, or a beneficiary of, a contract with the Company, and have, or may have in the future, an interest in property used or held for use by the Company or take actions that may conflict with the interests of the Holders (collectively, the "**Affiliate Activities**");

(b) the Agent is not under any duty to disclose to any Holder or use on behalf of the Holders any information whatsoever about or derived from the Affiliate Activities, or to account for any revenue or profits obtained in connection with the Affiliate Activities, as a result of acting as the Agent or in any other capacity hereunder and under the Subscription Documents; and

(c) the Agent is not required to restrict any of its activities as a result of acting as the Agent (or in any other capacity) hereunder and under the Subscription Documents, and it may undertake any activities without further consultation with, or notification to, any Holder.

3. LIMITATIONS ON DUTIES AND ACTIONS OF AGENT

The Agent shall have full authority to act on behalf of the Holders in all matters set out in Section 2. The Agent shall not have any duties or responsibilities except those expressly set forth in this Agreement and the other Subscription Documents except that the Agent shall not be bound by any duties or responsibilities set forth in any Subscription Document entered into after the date hereof

that are more burdensome to the Agent than those set forth herein or in the Subscription Documents as in effect on the date hereof. The Agent shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, unless as a result of its own gross negligence or intentional misconduct.

4. AGENT'S USE OF PROFESSIONALS

The Agent may, at the expense of the Holders, employ one or more professionals to advise or assist it from time to time. The Agent shall be entitled to rely on the advice and statements of professionals so selected. The Agent may pay reasonable remuneration for all services performed for it in the discharge of its duties hereof.

5. INSTRUCTIONS FROM HOLDERS; PERMITTED INACTION

Unless otherwise excused as provided herein, the Agent shall act on all written instructions received from the Majority Holders with respect to any action to be taken or not to be taken in connection with this Agreement or the Debentures including, without limitation, actions to be taken pursuant to the Enforcement Rights. If the Agent shall request instructions from the Majority Holders with respect to taking any particular action in connection with this Agreement or the Debentures, the Agent shall be entitled to refrain from taking such particular action unless and until it shall have received written instructions from the Majority Holders (in which event it shall be required to act in accordance with such written instructions unless otherwise excused as provided herein), and the Agent shall not incur any liability to any Person for so refraining. Without limiting the foregoing, the Holders shall not have any right of action whatsoever against the Agent as a result of the Agent taking or not taking any action hereunder or under the terms of the Debentures pursuant to or in accordance with the written instructions of the Majority Holders, except as may result from the Agent's own gross negligence or intentional misconduct in connection with any action taken or not taken by it. In addition, without limiting the generality of the above provisions of this Section 5, the Agent shall not be required to act on any instructions purportedly given by the Majority Holders if it has any reason to question whether the Majority Holders have given such instructions, or if it believes that there is any question of interpretation as to the meaning of such instructions, until such time as it is satisfied that the Majority Holders have given such instructions or such question of interpretation has been resolved to the Agent's satisfaction. Notwithstanding anything to the contrary contained in this Agreement or the Debenture Certificates, the Agent shall not be required to take any action that is, in the Agent's opinion (which may be, but is not required to be, based on the advice of legal counsel), contrary to Applicable Laws or the terms of any of the Subscription Documents, or any action that would, in its reasonable opinion, subject the Agent, or any of its officers, employees, representatives, directors or affiliates, as applicable, to personal liability, or that would require the Agent to expend or risk the Agent's own funds.

6. INSTRUCTIONS BY HOLDERS

An approval, instruction or other expression of the Majority Holders may be obtained by instrument in writing without any meeting of the Holders. An approval, instruction or other expression by the Majority Holders shall be binding upon all Holders as against the Agent, and the Agent shall be bound to give effect thereto accordingly (unless explicitly excused pursuant to the provisions hereof). Nothing in this Section 6 shall require any meeting of the Holders to be held for any purpose, nor shall any Holder be required to attend any such meeting. The Holders have appointed the Agent to act on their behalf in accordance with this Agreement and the Debentures and the Holders agree that

if the Company receives oral or written instructions from any Holder (including the Majority Holders) with respect to taking any particular action in connection with this Agreement or the Debentures, the Company shall, and the Company hereby agrees to, refrain from taking such particular action unless and until they have received written instructions from the Agent (in which case they shall be required to act in accordance with such written instructions unless otherwise excused as provided herein) and the Company shall not incur any liability to any Person for so refraining.

7. BANK ACCOUNT

Without restricting its other powers set out in this Agreement, the Agent may maintain a bank account (the "**Agent's Account**") and deposit into the Agent's Account all payments it may receive in exercising any Enforcement Rights and to pay those amounts on a *pro rata* basis to the Holders based on their Rateable Benefit Percentage within five Business Days of those amounts being credited to the Agent's Account.

8. NO RESPONSIBILITY OF AGENT FOR CERTAIN MATTERS

The Agent:

(a) shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations, or warranties contained herein or in any of the other Subscription Documents except for those expressly made by the Agent herein;

(b) makes no representation or warranty as to, and is not responsible in any way for:

(i) the financial condition of the Company;

(ii) the sufficiency of the security afforded by the Subscription Documents or whether registration in respect thereof has been properly effected or maintained;

(iii) the validity, genuineness, correctness, perfection, or priority of any Lien other than in respect of itself, subject to the Agent's representations herein, the validity, proper execution, enforceability, legality, or sufficiency of this Agreement or any Subscription Document; or

(iv) the identity, authority or right of any Holder or the Company executing any document;

and the Agent shall have no liability or responsibility in respect of any such matters, or for the filing or renewal of any registration of any security interest under the Debentures. The Agent shall not be required to ascertain or inquire as to the performance by the Company of any of its covenants or obligations hereunder or under any of the other Subscription Documents.

9. RELIANCE ON EXPERTS AND WRITINGS

The Agent shall be entitled and fully authorized to rely and act, and shall be fully protected in relying and acting, upon any writing, instruction, resolution, notice, consent, certificate, affidavit, letter,

facsimile, email or other document believed by it to be genuine and correct and to have been signed or sent by, or on behalf of, the proper Person or Persons, and upon advice and statements of professionals (including, without limitation, counsel to the Holders), independent accountants and other experts selected by the Agent, the Company or the Holders. The Agent shall not have any duty to verify or confirm the content of any writing, instruction, resolution, notice, consent, certificate, affidavit, letter, facsimile, email or other document.

10. ADDITION OF HOLDERS

The Agent shall have no obligation to arrange for additional subscribers to subscribe for Debentures, lend money to the Company or otherwise extend credit to the Company.

11. RESIGNATION AND REMOVAL OF AGENT

11.1 Resignation or Removal

The Agent may resign on 90 days' prior written notice (or such shorter period as may be agreed to by the Majority Holders and the Agent) to the Holders, and may be removed for or without cause at any time by the Majority Holders. In the event of any resignation or removal of the Agent, the Majority Holders shall have the right to appoint a successor Agent, but, if the Majority Holders have not appointed a successor agent within 60 days after the retiring Agent's giving of notice of resignation or its removal, the retiring Agent shall, at the expense of the Holders, on behalf of the Holders either appoint a successor agent or apply to the appropriate court to make such appointment. Upon the acceptance of any appointment as an agent hereunder by a successor, to be evidenced by the successor agent's execution and delivery to the other parties hereto of a counterpart of this Agreement and a Joinder Agreement, such successor agent shall thereupon succeed to and become vested with all the rights, powers, privileges, duties and obligations of the retiring Agent, and the retiring Agent shall be discharged from any further duties and obligations as Agent, as appropriate, under this Agreement and the Subscription Documents.

11.2 Vesting

Upon the request of any successor agent, at the expense of the Company, the Holders, the Company and the predecessor Agent shall promptly execute and deliver such instruments, conveyances, and assurances reflecting terms consistent with the terms of this Agreement and the Debentures for the purpose of more fully and certainly vesting and confirming in such successor agent all rights, powers, duties, and obligations of the predecessor Agent hereunder and under the Debentures.

11.3 Successors

Any entity into which an Agent may be amalgamated, merged or with which it may be consolidated, or any entity resulting from any amalgamation, merger or consolidation to which an Agent shall be a party, shall be the successor of such Agent hereunder if legally bound hereby as such successor, without the necessity for execution or filing of any paper or any further act on the part of any of the parties hereto, anything to the contrary contained herein notwithstanding.

12. INDEMNITY

12.1 Indemnity by Holders

The Holders agree that they will indemnify the Agent rateably in accordance with the Rateable Benefit Percentage at the time such claim arises; provided that no Holder shall be liable to the Agent for all or any portion of such claims resulting from the Agent's gross negligence or intentional misconduct.

12.2 Survival

The obligations of the Holders under this Section 12 shall survive the payment in full of the Obligations, the resignation or removal of the Agent, and the termination of this Agreement.

13. AGENT'S FUNDS NOT AT RISK

For purposes of clarity, no provision of this Agreement or the Subscription Documents, and no request of any Holder or other Person, shall require the Agent to expend or risk any of the Agent's own funds, or to take any legal or other action under this Agreement or the Subscription Documents which might in its reasonable judgment involve any expense or any financial or other liability, unless the Agent shall be furnished with indemnification acceptable to it, acting reasonably, including the advance of funds sufficient in the judgment of the Agent to satisfy such liability, costs and expenses. For the avoidance of doubt, any and all costs and expenses incurred by the Agent in connection with this Agreement and the Subscription Documents shall be reimbursed by the Holders severally and jointly.

14. INDEPENDENT CREDIT DECISIONS

Each Holder acknowledges that it has, independently and without reliance upon the Agent or any other Holder, and based upon such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and the Subscription Documents. Each Holder also acknowledges that it will, independently and without reliance upon either the Agent or any other Holder, and based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action hereunder or under the Subscription Documents.

15. DETERMINATION OF HOLDERS AND OBLIGATIONS

In determining the identity of Holders and Obligations outstanding thereto, the Agent may rely on the records of the Parent, absent manifest error, and shall not be liable in any manner whatsoever to any Holder for any action taken in reliance of such records.

16. INTERLENDER PROVISIONS

16.1 Enforcement Action

Notwithstanding any provision or condition, express or implied, in the Subscription Documents or any other agreement, document or instrument, each Holder hereby irrevocably covenants to the Agent and each other that it will not exercise any Enforcement Rights it may have against the Company, or take or threaten to take any other enforcement action whatsoever with respect to the

Company, except to the extent such Holder is acting or qualifies as the "Majority Holders" and is instructing the Agent.

16.2 Remedies

(a) The Holders hereby irrevocably agree that the Agent shall be authorized, upon receipt by it of an Enforcement Notice and until such time as the Event of Default described therein is cured or waived, and at the direction of the Majority Holders, for the purpose of carrying out the terms of this Agreement and the Debentures, to exercise any and all Enforcement Rights, which such Enforcement Rights the Holders hereby assign to the Agent to exercise pursuant to the terms of this Agreement, and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes hereof and thereof.

(b) Upon the receipt of an Enforcement Notice, the Agent shall immediately provide a copy of such Enforcement Notice to all Holders.

16.3 Application of Proceeds

(a) The Holders, the Company and the Agent agree that: (i) if a Holder (a "**Receiving Party**") receives a payment (such payment, a "**Shared Payment**") following the delivery of a notice of a copy of an Enforcement Notice, until such time as the Agent confirms in writing to all Holders that the Event of Default described in the Enforcement Notice has been cured or waived by the Majority Holders, such Shared Payment shall be paid over to the Agent to be distributed as provided below; and (ii) if the Agent for any reason receives a Shared Payment or if the Agent otherwise receives any moneys in respect of the Obligations as a result of the exercise of Enforcement Rights or an insolvency proceeding or otherwise, the Agent shall treat such moneys as a Shared Payment to be distributed as provided below. Such obligation to pay over the Shared Payment shall apply regardless of whether the Shared Payment is paid directly by the Company as a payment in respect of any of the Obligations, obtained by means of a set-off, received as insurance or expropriation proceeds pursuant to any of the Subscription Documents, or paid as a distribution in any insolvency proceeding, but shall not apply to amounts received by operation of clauses First through Fifth of this Section 16.3 set out below. Shared Payments shall be applied by the Agent as follows:

First: to the payment of (i) all costs and expenses (including legal or other professional fees, currency conversion expenses and tax liabilities) incurred by the Agent in connection with the execution of its duties hereunder, including all such costs and expenses incurred in connection with the sale, collection or any Enforcement Rights taken in respect of any Subscription Document or in repayment of all monies borrowed by the Agent to pay such costs and expenses;

Second: to the Holders pro rata calculated using their respective Rateable Benefit Percentage constituting accrued and unpaid expenses owed to the Holders under the Subscription Documents;

Third: to the Holders pro rata calculated using their respective Rateable Benefit

Percentage (other than the Obligations described in clause "Second") owed to the Holders under the Subscription Documents;

Fourth: to the payment of other obligations of the Company to any of the Holders which are not paid in accordance with the preceding subparagraphs, rateably in accordance with the respective amounts of such other obligations; and

Fifth: after indefeasible payment in full of all Obligations, to the Company or upon the order of the Company, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such amounts.

(b) For any distribution of monies pursuant to this Section 16.3 made to a Holder and denominated in a currency other than the currency in which such distribution is denominated, the Agent shall exchange the relevant portion of such distribution into the equivalent amount of the applicable currency based on exchange rates on the date of distribution.

16.4 Insurance and Expropriation Proceeds

If, at any time after an Event of Default has occurred and is continuing, the Agent receives or, at the time such Event of Default occurs, the Agent is otherwise holding, any insurance or expropriation proceeds pursuant to any of the Subscription Documents, the Agent shall hold all such amounts and distribute the same in accordance with Section 16.3 hereof.

17. COMPANY'S ACKNOWLEDGEMENT AND COVENANT

The Company hereby acknowledges and agrees to the terms and conditions of this Agreement including, without limitation, the appointment of the Agent and the interlender provisions set out in Section 16.

The Company hereby covenants that it will not issue any Debentures to any Person unless such Person executes and delivers a Joinder Agreement.

18. MISCELLANEOUS

18.1 Notices

Each notice and other communication provided for herein shall be in writing. A notice may be given by delivery to an individual or by email or by other means of electronic communication capable of producing a printed copy and will be validly given if delivered on a Business Day to an individual at the following address, or, if transmitted on a Business Day by email or other electronic communication addressed to the following party:

(a) If to the Agent:

KW Capital Partners Limited
10 Wanless Avenue, Suite 201
Toronto, Ontario M4N 1V6

Attention: Sruli Weinreb
Email: sweinreb@plazacapital.ca

(b) If to the Holders:

As set out next to each Holder's name in Schedule A attached to this Agreement.

(c) If to the Company:

Crop Infrastructure Corp.
600-535 Howe Street
Vancouver, B.C. V6C2Z7

Attention: Abbey Adbiye
Email: Abbey@telus.net

or to any other address, fax number or individual that the party designates. Any notice:

(a) if validly delivered, will be deemed to have been given when delivered;

(b) if validly transmitted by fax (or other electronic transmission) before 3:00 p.m. (local time at the place of receipt) on a Business Day, will be deemed to have been given on that Business Day; and

(c) if validly transmitted by fax (or other electronic transmission) after 3:00 p.m. (local time at the place of receipt) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission.

18.2 Amendments

Neither this Agreement nor any of the Subscription Documents may be amended or waived except by a writing signed by all of the Holders, the Agent and the Company.

18.3 Conflicts with Subscription Documents

The parties hereto agree that, if any provision of this Agreement is inconsistent with or contrary to any provisions in any of the Subscription Documents, the provisions of this Agreement shall prevail as among the parties hereto.

18.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Agent and the Holders and their respective successors and assigns. If any Holder shall transfer the Obligations owing to it, it shall promptly so notify the Agent in writing. No Holder which transfers any Obligations owing to it shall transfer its benefits under the Subscription Documents without obtaining from the transferee and delivering to the Agent and the Holders, a Joinder Agreement and an executed acknowledgement of the transferee agreeing to be bound by the terms hereof to the same extent as if it had been a Holder on the date hereof. Each transferee of any Obligations shall take such Obligations subject to the provisions of this Agreement and to any request made, waiver or consent given or other action taken

or authorized hereunder by each previous holder of such Obligations prior to the receipt by the Agent of written notice of such transfer; and, except as expressly otherwise provided in such notice, the Agent shall be entitled to assume conclusively that the transferee named in such notice shall thereafter be vested with all rights and powers as a Holder under this Agreement (and the Agent may conclusively assume that no Obligations have been subject to any transfer other than transfers of which the Agent has received such a notice). Upon the written request of any Holder, the Agent will provide such Holder with copies of any written notices of transfer received pursuant hereto.

18.5 Continuing Effectiveness

This Agreement shall continue to be effective among the Agent and the Holders even though a case or proceeding under any bankruptcy or insolvency law or any proceeding in the nature of a receivership, whether or not under any insolvency law, shall be instituted with respect to the Company or any portion of the property or assets of the Company, or by the Agent with regard to such proceeding shall be determined by the Majority Holders as provided for herein; provided, however, that nothing herein shall be interpreted to preclude any Holder from filing a proof of claim with respect to its Obligations or from casting its vote, or abstaining from voting, for or against confirmation of a plan of reorganization in a case of bankruptcy, insolvency or similar law in its sole discretion.

18.6 Further Assurances

The Company agrees to do such further acts and things and to execute and deliver such additional agreements, powers and instruments as any Holder or the Agent may reasonably request to carry into effect the terms, provisions and purposes of this Agreement or to better assure and confirm unto the Agent or any of the Holders its respective rights, powers and remedies hereunder.

18.7 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. An emailed copy (or other electronic communication in PDF format) of the signature of any party on any counterpart shall be effective as the signature of the party executing such counterpart for purposes of effectiveness of this Agreement.

18.8 Effectiveness

This Agreement shall become effective immediately upon execution hereof by the Agent and the Holders, and upon execution and delivery by the Company of the Subscription Documents to which each is a party, and shall continue in full force and effect until the date on which the Obligations are paid in full.

18.9 Governing Law

All questions concerning the construction, validity, enforcement and interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the principles of conflicts of law thereof.

18.10 Headings

Headings of sections of this Agreement have been included herein for convenience only and should not be considered in interpreting this Agreement.

18.11 No Implied Beneficiaries

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any Person other than the Holders and the Agent any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation herein contained.

18.12 Severability

If any provision of this Agreement shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction, or because it conflicts with any other provision or provisions hereof or with any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatsoever. Upon the determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to their original intention as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

18.13 Obligations Several

The obligations and representations and warranties of each of the Holders and the Agent herein are several. Nothing herein contained shall be construed as creating among the Holders a partnership, joint venture or other joint association.

18.14 Representations of Parties

Each of the parties hereto, severally and not jointly, represents and warrants to the other parties hereto that such party has all requisite power and capacity to execute, deliver and perform this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of such party and that this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms except as such enforceability may be limited by:

(a) bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of Holders' rights generally; and

(b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

18.15 Third Party Interests

Each party to this Agreement hereby represents to the Agent that any account to be opened by, or interest to held by the Agent in connection with this Agreement, for or to the credit of such party, either:

(a) is not intended to be used by or on behalf of any third party; or

(b) is intended to be used by or on behalf of a third party, in which case such party hereto agrees to complete and execute forthwith a declaration in the Agent's prescribed form as to the particulars of such third party.

18.16 Agent Not Bound to Act

The Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Agent, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, provided that it shall give written notice of such determination to each Holder. Further, should the Agent, in its sole judgment, determine at any time that its acting under this Agreement has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days' written notice to the other parties to this Agreement, provided:

(a) that the Agent's written notice shall describe the circumstances of such non-compliance; and

(b) that if such circumstances are rectified to the Agent's satisfaction within such 10-day period, then such resignation shall not be effective.

18.17 No Contra Preferentum

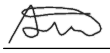
The parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement and the parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement. For certainty, the language in all parts of this Agreement will in all cases be construed as a whole and neither strictly for nor strictly against any of the parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

AGENT

KW CAPITAL PARTNERS LIMITED

Per:  _____

Authorized Signatory
Name: Sruli Weinreb
Title: President

HOLDERS

See Exhibit I to Schedule A attached hereto.

Acknowledged, Agreed and Consented to by:

COMPANY

CROP INFRASTRUCTURE CORP.

Per: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

AGENT

KW CAPITAL PARTNERS LIMITED

Per: _____
Authorized Signatory
Name:
Title:

HOLDERS

See Exhibit I to Schedule A attached hereto.

Acknowledged, Agreed and Consented to by:

COMPANY

CROP INFRASTRUCTURE CORP.

Per: _____

Acknowledged, Agreed and Consented to by:

GUARANTOR PARTIES:

HUMBOLDT HOLDINGS, LLC

_____

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

WHEELER CORRIDOR BUSINESS PARK LLC

DocuSigned by:
David Baker
915E9A022491477...

Per: David Baker, Managing Member
I have authority to bind the corporation.

Address for notice: 600-535 Howe Street, Vancouver, B.C. V6C 2Z7

Email for notice: michaelgyorke@gmail.com
Attention: Michael Yorke

ELITE VENTURES GROUP LLC

_____

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

DVG LLC

DocuSigned by:
David Baker
915E9A022491477...

Per: David Baker, Managing Member
I have authority to bind the corporation.

Address for notice: 600-535 Howe Street, Vancouver, B.C. V6C 2Z7

Email for notice: michaelgyorke@gmail.com
Attention: Michael Yorke

OCEAN GREEN MANAGEMENT LLC

_____

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

WHEELER PARK PROPERTIES LLC

DocuSigned by:
David Baker
_____
91EB9A022491477...

Per: David Baker, Managing Member
I have authority to bind the corporation.

Address for notice: 600-535 Howe Street, Vancouver, B.C. V6C 2Z7

Email for notice: michaelgyorke@gmail.com
Attention: Michael Yorke

GUARANTOR PARTIES:

HUMBOLDT HOLDINGS, LLC

DocuSigned by:
David Baker
91EE9A022491477...

Per: David Baker
I have authority to bind the corporation.

Address for notice: 11814 Debonair Rd NE Moses Lake WA 98837

Email for notice: david@kettle-river.com
Attention: David Baker

WHEELER CORRIDOR BUSINESS PARK LLC

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

ELITE VENTURES GROUP LLC

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

DVG LLC

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

OCEAN GREEN MANAGEMENT LLC

DocuSigned by:
David Baker
91EE9A022491477...

Per: David Baker
I have authority to bind the corporation.

Address for notice: 11814 Debonair Rd NE Moses Lake WA 98837

Email for notice: david@kettle-river.com
Attention: David Baker

WHEELER PARK PROPERTIES LLC

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

GUARANTOR PARTIES:

HUMBOLDT HOLDINGS, LLC

_____

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

WHEELER CORRIDOR BUSINESS PARK LLC

_____

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

ELITE VENTURES GROUP LLC

David Baker
_____

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

DVG LLC

_____

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

OCEAN GREEN MANAGEMENT LLC

_____

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

WHEELER PARK PROPERTIES LLC

_____

Per:
I have authority to bind the corporation.

Address for notice:

Email for notice:
Attention:

SCHEDULE A
LIST OF HOLDERS

Shareholder	Address
KW Capital Partners Limited	10 Wanless Ave, Suite 201 Toronto, ON M4N 1V6
Jesse Kaplan	1 Adelaide Street East, Suite 801, Toronto, ON, M5C 2V9
Plazacorp Investments Limited	10 Wanless Ave, Suite 201 Toronto, ON M4N 1V6

The signature page for each of the Holders is attached hereto as Exhibit I to Schedule A.

EXHIBIT I
TO SCHEDULE A OF AGENCY AND INTERLENDER AGREEMENT
HOLDER SIGNATURE PAGES

Principal Amount of Debentures: $ 3,675,000

[If Holder is a corporation, complete the following]

Print Name of Holder: KW Capital Partners Ltd

Signature of Authorized Signatory: 

Print Name of Authorized Signatory: Yisroel Weinreb

Print Title of Authorized Signatory: President

[If Holder is an individual, complete the following]

SIGNED in the presence of:

_____
Signature

_____
Print Name

_____
Address

_____

_____
Occupation

Signature of Holder

Print Name of Holder: KW Capital Partners Ltd.

EXHIBIT I
TO SCHEDULE A OF AGENCY AND INTERLENDER AGREEMENT
HOLDER SIGNATURE PAGES

Principal Amount of Debentures: $ 75,000

[If Holder is a corporation, complete the following]

Print Name of Holder: _____

Signature of Authorized Signatory: _____

Print Name of Authorized Signatory: _____

Print Title of Authorized Signatory: _____

[If Holder is an individual, complete the following]

SIGNED in the presence of:

_____
Signature

Shimmy Posen
Print Name

1 Adelaide Street East, Suite 801
Address

Toronto, Ontario, M5C 2V9

_____
Occupation

_____
Signature of Holder

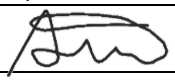
Print Name of Holder: Jesse Kaplan

EXHIBIT I
TO SCHEDULE A OF AGENCY AND INTERLENDER AGREEMENT
HOLDER SIGNATURE PAGES

Principal Amount of Debentures: $ 250,000

[If Holder is a corporation, complete the following]

Print Name of Holder: Plazacorp Investments Limited

Signature of Authorized Signatory: 

Print Name of Authorized Signatory: Yisroel Weinreb

Print Title of Authorized Signatory: Vice President of Equity Investments

[If Holder is an individual, complete the following]

SIGNED in the presence of:

_____
Signature

_____
Print Name

_____
Address

_____

_____
Occupation

_____
Signature of Holder

Print Name of Holder _____.

This is Exhibit "D" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

CROP INFRASTRUCTURE CORP

GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT (as amended, modified, supplemented, restated or replaced from time to time, this "**Agreement**"), dated as of **February 8, 2019**, made by **CROP INFRASTRUCTURE CORP.**, a corporation existing under the laws of the Province of British Columbia (together with its successors, by amalgamation or otherwise, and permitted assigns, the "**Obligor**"), in favor of **KW CAPITAL PARTNERS LIMITED.**, a corporation existing pursuant to laws of Ontario ("**KW**"), as collateral agent hereunder for the Holders hereinafter identified and defined (KW acting as such collateral agent and any successor or successors to KW acting in such capacity being hereinafter referred to as the "**Agent**").

W I T N E S S E T H:

WHEREAS the Obligor has received signed subscription agreements and has issued certificates representing $4,000,000 in secured convertible debentures dated on or about the date hereof, and may, from time to time, issue various additional secured convertible debentures to holders thereof (collectively, the "**Holders**" and each a "**Holder**") (all such notes on equal form (other than with respect to dates entered into and principal amount) entered into as of the date hereof, or in the future, as the same may be amended, restated, modified or replaced from the time to time, the "**Debentures**");

AND WHEREAS the Holders and the Agent have entered into an agency and interlender agreement as of the date hereof (the "**Agency and Interlender Agreement**") with respect to the Obligations (as therein defined) and the security interests granted in favour of the Agent for and on behalf of the Holders by the Obligor and each other Person guaranteeing the payment and performance of all indebtedness, obligations and liabilities of the Obligor to the Holders;

AND WHEREAS as a condition for subscribing for the Debentures, the Holders require, among other things, that the Obligor grant to the Agent for the benefit of the Holders a lien on and security interest in the personal property and fixtures of the Obligor described herein subject to the terms and conditions hereof.

AND WHEREAS, the Obligor will substantially benefit from the proceeds raised through the subscription by Holders for the Debentures;

AND WHEREAS the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and in order to induce the Holders to subscribe for the Debentures, the Obligor agrees with the Agent, for the benefit of each Holder, as follows:

1. As general and continuing security for the payment and performance of the Liabilities the Obligor assigns, transfers, sets over, grants a security interest in, mortgages and charges to the Agent, for the benefit of the Holders, as and by way of a fixed and specific mortgage, charge and security interest in, all of the present and after acquired personal property and all of the present and future assets, property (both real and personal) and undertaking of the Obligor and in all right, title and interest which the Obligor now has or may hereafter have in all of its assets, property and undertaking, including without limitation, all present and after acquired assets, property and undertaking of the kinds hereinafter described (collectively, the **"Collateral"**):

(a) all goods comprising the inventory of the Obligor, including but not limited to goods held for sale or lease or furnished or to be furnished under a contract of service or that are raw materials, work in progress or materials used or consumed in a business or profession or finished goods, including, without limitation, "inventory" as defined in the PPSA (hereinafter sometimes collectively referred to as **"Inventory"**);

(b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, including, without limitation, "equipment" as defined in the PPSA (hereinafter sometimes collectively referred to as **"Equipment"**);

(c) all Computer Hardware and Software Collateral (as defined below);

(d) all accounts, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Obligor and all claims of any kind which the Obligor now has or may hereafter have, including but not limited to claims against the Crown and claims under insurance policies (hereinafter sometimes collectively referred to together with intangibles and the Collateral described in paragraphs 1(f) and (n) as **"Receivables"**);

(e) all Intellectual Property Collateral (as defined below);

(f) all chattel paper;

(g) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(h) all Equity Interest Collateral (as defined below);

(i) all financial assets;

(j) all securities entitlements;

(k) all investment property;

(l) all securities accounts in the name of the Obligor, including any and all assets of whatever type or kind deposited in or credited to such securities accounts, including all financial assets, all security entitlements related to such financial assets, and all certificates and other instruments from time to time representing or evidencing the

same, and all dividends, interest, distributions, cash and other property from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any or all of the foregoing;

(m) all rights, contracts (including, without limitation, rights and interests arising thereunder or subject thereto), instruments, agreements, licences, permits, consents, leases, policies, approvals, development agreements, building contracts, performance bonds, purchase orders, plans and specifications all of which may or may not be personal property but may be rights in which the Obligor has interests, all as may be amended, modified, supplemented, replaced or restated from time to time;

(n) all rents, present or future, under any lease or agreement to lease any part of the lands of the Obligor or any building, erection, structure or facility now or hereafter constructed or located on such lands, income derived from any tenancy, use or occupation thereof and any other income and profit derived therefrom;

(o) all intangibles, including but not limited to all money, cheques, deposit accounts, letters of credit, advances of credit and goodwill;

(p) with respect to the property described in paragraphs 1(a) to (o) inclusive, all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating thereto and all contracts, securities, instruments and other rights and benefits in respect thereof;

(q) with respect to the property described in paragraphs 1(a) to (p) inclusive, all substitutions and replacements thereof and increases, additions and accessions thereto; and

(r) with respect to the property described in paragraphs 1(a) to (q) inclusive, all proceeds therefrom including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument or security;

provided, however, the security interest created shall not charge, encumber, create a lien upon or otherwise mortgage any consumer goods which the Obligor may own. In this Agreement, the words "accessions", "account", "chattel paper", "consumer goods", "document of title", "equipment", "goods", "instrument", "intangible", "inventory" and "proceeds" shall have the same meanings as their defined meanings in the *Personal Property Security Act* of the Province of Ontario, as amended, re-enacted or replaced from time to time (the **"PPSA"**), and the terms "certificated security", "entitlement holder", "entitlement order", "financial asset", "security", "securities account", "security entitlement", "security intermediary" and "uncertificated security" whenever used herein have the meanings given to these terms in the *Securities Transfer Act, 2006* (Ontario) (the "**STA**") as amended, re-enacted or replaced from time to time.

The said mortgage, charge and security interest shall not extend or apply to:

(i) the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Obligor, but should such mortgage, charge and security interest become enforceable, the Obligor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any Person acquiring such term or the part thereof mortgaged and charged in the course of any enforcement of the said mortgage, charge and security or any realization of the subject matter thereof; or

(ii) any present or after-acquired agreement, right, franchise, licence or permit (for the purpose of this paragraph, the "contractual rights") to which the Obligor is a party or of which the Obligor has the benefit to the extent that the creation of the mortgage, charge or security therein would constitute a breach of the terms of or permit any Person to terminate any of the contractual rights or otherwise constitute a breach of or violation under any existing law, statute or regulation to which the Obligor is subject, provided that all such contractual rights will be held in trust by the Obligor for the benefit of the Agent. Notwithstanding the foregoing, the said mortgage, charge and security interest shall apply to any proceeds of the disposition of any such contractual rights and the Obligor further agrees to hold such proceeds in trust for the Agent and to keep such proceeds in a segregated account for the benefit of the Agent. In addition, the said mortgage, charge and security interest shall extend to the contractual rights upon delivery by the Agent to the Obligor of written notice to such effect following the occurrence of an Event of Default.

2. Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings provided in the Agency and Interlender Agreement, and in this Agreement:

(a) **"Agreement"** is defined in the preamble;

(b) **"Applicable Law"** means, in relation to any Person, property, transaction or event, all applicable provisions of: (a) statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, treaties, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority, in each case applicable to or binding upon such Person, property, transaction or event.

(c) **"Computer Hardware and Software Collateral"** means:

(i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(ii) all software programs (including both source code, object code and all related applications and data files), whether now owned, licenced or leased or hereafter acquired by the Obligor, designed for use on the computers and electronic data processing hardware described in clause (i) above;

(iii) all firmware associated therewith;

(iv) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (i) through (iii); and

(v) all rights with respect to all of the foregoing, including, without limitation, any and all intellectual property rights, copyrights, leases, licences, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing;

(d) "**Control Agreement**" means:

(i) with respect to any uncertificated securities included in the Collateral, an agreement between the issuer of such uncertificated securities and another Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated securities, without the further consent of the Obligor; and

(ii) with respect to any security entitlements in respect of financial assets deposited in or credited to a securities account included in the Collateral, an agreement between the securities intermediary and another Person in respect of such security entitlements pursuant to which such securities intermediary agrees to comply with any entitlement orders with respect to such security entitlements that are originated by the Agent, without the further consent of the Obligor.

(e) **"Copyright Collateral"** means:

(i) all copyrights (including without limitation copyrights for semi-conductor chip product mask works and all integrated circuit topography) of the Obligor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, and all applications for registration thereof, whether pending or in preparation, and all copyrights resulting from such applications;

(ii) all extensions and renewals of any thereof;

(iii) all copyright licences and other agreements providing the Obligor with the right to use any of the items of the type referred to in clauses (i) and (ii);

(iv) the right to sue for past, present and future infringements of any of the Copyright Collateral referred to in clauses (i) and (ii) and, to the extent applicable, clause (iii); and

(v) all proceeds of the foregoing, including, without limitation, licences, royalties, income, payments, claims, damages and proceeds of suit;

(f) **"Equity Interest Collateral"** means all instruments, shares, stock, equity interests, warrants, bonds, debentures, debenture stock or other securities relating to the Obligor's equity interests in each of the Guarantors, whether certificated or uncertificated;

(g) **"Governmental Authority"** means: (a) any government, parliament or legislature, any regulatory or administrative authority, agency, commission or board and any other statute, rule or regulation making entity having jurisdiction in the relevant circumstances; (b) any Person acting within and under the authority of any of the foregoing or under a statute, rule or regulation thereof; and (c) any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances.

(h) **"Intellectual Property Collateral"** means, collectively, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral;

(i) **"Liabilities"** means all of the present and future indebtedness, liabilities and obligations of the Obligor of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency, and whether as principal debtor, guarantor, surety or otherwise, including without limitation any interest that accrues thereon after or would accrue thereon but for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization of the Obligor, whether or not allowed or allowable as a claim in any such case, proceeding or other action) to the Holders (and their Affiliates) under, in connection with, relating to or with respect to the Debentures and each of the Credit Documents to which it is a party, and any unpaid balance thereof;

(j) **"Patent Collateral"** means:

(i) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the items described in clause (i);

(iii) all patent licences and other agreements providing the Obligor with the right to use any of the items of the type referred to in clauses (i) and (ii);

(iv) the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent licence; and

(v) all proceeds of, and rights associated with, the foregoing (including licence royalties and proceeds of infringement suits), and all rights corresponding thereto throughout the world;

(k) **"Trademark Collateral"** means:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (i) being collectively called a **"Trademark"**), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Trade-marks Branch of the Canadian Intellectual Property Office or in any office or agency of Canada or any Province thereof or any foreign country, and all reissues, extensions or renewals thereof;

(ii) all Trademark licences and other agreements providing the Obligor with the right to use any items of the type described in clause (i), including each Trademark licence referred to in Item B of Schedule I attached hereto;

(iii) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (i);

(iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (i) and (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by the Obligor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark licence, including any Trademark, Trademark registration or Trademark licence referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark licence and all rights corresponding thereto throughout the world;

(l) **"Trade Secrets Collateral"** means all common law and statutory trade secrets and all other confidential or proprietary or useful information (to the extent such confidential, proprietary or useful information is protected by the Obligor against disclosure and is not readily ascertainable) and all know-how obtained by or used in or contemplated at any time for use in the business of the Obligor, including without

limitation recipes and food processing know-how (all of the foregoing being collectively called a **"Trade Secret"**), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licences, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret licence.

3. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all Liabilities.

4. The Obligor hereby represents and warrants to the Holders as at the date of this Agreement and as at the date of the acquisition by the Obligor of Collateral (including any acquisition of Collateral after the date hereof) that:

(a) the Obligor is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation with the corporate power to enter into this Agreement, this Agreement has been duly authorized by all necessary corporate action on the part of the Obligor and constitutes a legal and valid agreement binding of the Obligor, enforceable against the Obligor in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of the Obligor pursuant to any agreement, indenture or other instrument to which the Obligor is a party or by which the Obligor or any of its property may be bound or affected;

(b) all of the Collateral (i) is located at the places specified in Item C of Schedule I hereto, and (ii) is, or when the Obligor acquires any right, title or interest therein, will be the sole property of the Obligor, free and clear of all Liens, except as may be permitted by the Debentures;

(c) with respect to any material Intellectual Property Collateral:

(i) such Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(ii) the Obligor has made all necessary and material filings and recordings in Canada or the United States, as applicable, to protect its interest in such Intellectual Property Collateral; and

(iii) the Obligor is the exclusive owner of the entire right, title and interest in and to such Intellectual Property Collateral owned by the Obligor and is entitled to use the Intellectual Property Collateral leased or licensed to the Obligor and, to its knowledge, no claim has been made that the use of such Intellectual Property Collateral does or may violate the asserted rights of any third party;

(d) the security interest created by this Agreement, once properly perfected in accordance with Applicable Law, will be a valid first priority security interest in the Collateral, subject to Permitted Liens;

(e) the address of the Obligor's chief executive office, principal place of business and the office where it keeps its records respecting the Receivables is that given at the end of this Agreement;

(f) the Obligor has not granted "control" (within the meaning of such term under the STA) over any investment property forming part of the Collateral to any Person other than the Agent; and

(g) except for the filings and registrations necessary to perfect the security interests created herein or otherwise provided for in the Debentures, no authorization, approval or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the grant by the Obligor of the security interest granted hereby in the Collateral or for the execution, delivery and performance of this Agreement by the Obligor.

5. So long as any portion of the Liabilities shall remain unpaid, the Obligor covenants with the Holders that it will comply with or perform, or cause to be complied with or performed, the following obligations:

(a) the Obligor shall maintain, use and operate the Collateral in accordance with past business practices and in accordance with the terms and conditions of the Debentures;

(b) the Obligor shall keep proper books of account with respect to the Collateral in accordance with generally accepted accounting practice;

(c) the Obligor shall not sell, lease or otherwise dispose of the Collateral without the prior written consent of the Agent, except as permitted by the Debentures or in the ordinary course of business;

(d) the Obligor shall, upon reasonable request by the Agent, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be necessary and reasonably requested by the Agent to give effect to the intent of this Agreement;

(e) the Obligor acknowledges that no material Collateral shall become affixed to any real property not subject to a security interest in favour of the Agent without the prior written consent of the Agent;

(f) the Obligor will immediately, and in any event within 24 hours, notify the Agent if they become aware that any Person has the right to go into, collect or seize possession of the Collateral by means of execution, garnishment or other legal process;

(g) except with respect to goods in transit or with respect to Equipment out for repair, the Obligor shall keep all Equipment and other tangible personal property of the Obligor in jurisdictions in which all required filings have been made for the perfection of the security interests created hereby;

(h) with respect to any Equipment or Inventory in the possession or control of any third party, upon the request of the Agent, acting reasonably, the Obligor shall notify such third party of the Holders' security interest in such Equipment or Inventory and, upon the Agent's request following the occurrence and during the continuance of an Event of Default, direct such third party to hold all such Equipment or Inventory for the Holders' account and subject to the Agent's instructions;

(i) the Obligor shall not change the location of its chief executive office or the location of the office where it keeps its records respecting the Receivables without giving prior written notice to the Agent of the new location and the date upon which such change is to take effect;

(j) upon the reasonable request of the Agent, the Obligor shall deliver to the Agent possession of all originals of all negotiable documents, instruments and chattel paper owned or held by the Obligor evidencing an aggregate amount payable in excess of $50,000 or evidencing any right in goods in an aggregate amount exceeding $50,000 (duly endorsed in blank, if requested by the Agent);

(k) if an Event of Default shall have occurred and be continuing, at the written direction of the Agent, all proceeds of Collateral received by the Obligor shall be delivered in kind to the Agent for deposit to a deposit account (the "**Collateral Account**") of the Obligor maintained with the Agent, and the Obligor shall hold all such proceeds in express trust for the benefit of the Holders until delivery thereof is made to the Agent. All amounts so held by the Agent or by the Obligor in trust for the benefit of the Agent) and all income in respect thereof will continue to be collateral security for the Liabilities and will not constitute payment thereof until approved as hereinafter provided. No funds, other than proceeds of Collateral, will be deposited in the Collateral Account;

(l) following the Agent's exercise of the remedy provided for in paragraph 5(k) hereof, the Holders shall have the right but not the obligation to apply any amount held in the Collateral Account to the payment of any Liabilities which are due and payable or payable upon demand in such order as the Agent may determine in its discretion. The Agent may at any time transfer to the Obligor's general demand deposit accounts any or all of the collected funds in the Collateral Account; provided, however, that any such transfer shall not be deemed to be a waiver or modification of any of the Holders' rights under this paragraph 5;

(m) the Obligor shall not, unless the Obligor shall reasonably and in good faith determine (and notice of such determination, in form and substance satisfactory to the Holders, shall have been delivered to the Agent) that any of the Intellectual Property is not material to the business of the Obligor and has negligible economic value, do any act,

or omit to do any act, whereby any of the Intellectual Property may lapse or become abandoned, dedicated to the public, placed in the public domain, invalid or unenforceable, as the case may be;

(n) the Obligor shall notify the Agent promptly if it knows, or has reason to believe, that any application or registration relating to any material item of the Intellectual Property Collateral may become abandoned, dedicated to the public, placed in the public domain, invalid or unenforceable, or of any materially adverse determination or development regarding the Obligor's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same;

(o) at the reasonable request of the Agent, the Obligor shall execute and deliver to the Agent any document required to acknowledge or register or perfect the Agent's interest in any part of the Intellectual Property Collateral;

(p) the Obligor shall defend the title to the Collateral against all Persons and shall, upon reasonable demand by the Agent, furnish further assurance of title and execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement; and

(q) the Obligor shall ensure that the representations and warranties set forth in paragraph 4 hereof will be true and correct at all times.

6. The Obligor will maintain or cause to be maintained with reputable insurance companies insurance with respect to the Collateral against such casualties and contingencies and of such types and in such amounts as are required under the Debentures.

7. The Obligor shall not create or suffer to exist any Lien upon any of the Collateral to secure any indebtedness or liabilities of any Person, except for the mortgages, charges and security interest created by this Agreement and except for Permitted Liens.

8. Following the occurrence of an Event of Default which is continuing, (i) the Agent may notify any parties obligated on any of the Collateral to make any payment to the Agent of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby, (ii) upon written request of the Agent, the Obligor will, at its own expense, notify any parties obligated on any of the Collateral to make any payment to the Agent of any amounts due or to become due thereunder, and (iii) any payment or other proceeds received by the Obligor from any party obligated on any of the Collateral shall be held by the Obligor in trust for the Holders and paid over to the Agent on request.

9. The Obligor agrees that, forthwith upon request by the Agent, from time to time at its own expense, the Obligor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary and reasonably requested by the Agent in order to perfect, preserve and protect any mortgages, charges and security interest created, granted or purported to be created or granted hereby or to enable the Agent to exercise and enforce its rights

and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Obligor will:

(a) if reasonably requested by the Agent, mark conspicuously each chattel paper included in the Receivables and each related contract with a legend, in form and substance satisfactory to the Agent, indicating that such document, chattel paper or related contract is subject to the security interest granted hereby;

(b) if reasonably requested by the Agent, if any Receivable shall be evidenced by a promissory note or other instrument, negotiable document or chattel paper, deliver and pledge to the Agent hereunder such promissory note, instrument, negotiable document or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Agent;

(c) execute and file such financing or financing change statements, or amendments thereto (including, without limitation, any assignment of claim from or other formality under or pursuant to the *Financial Administration Act* (Canada) or similar provincial or territorial legislation), and such other instruments or notices, as may be necessary and reasonably requested by the Agent in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Holders hereby;

(d) furnish to the Agent, from time to time at the Agent's reasonable request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail;

(e) direct the issuer of any certificated securities included in or relating to the Collateral as the Agent may specify in its request to register the applicable security certificate in the name of the Agent or such nominee as it may direct,

(f) direct the issuer of any uncertificated securities included in or relating to the Collateral as the Agent may specify in its request to register in the books and records of such issuer the Agent or such nominee as it may direct as the registered owner of the uncertificated security; and

(g) direct the securities intermediary for any security entitlements in respect of financial assets deposited in or credited to a securities account included in or relating to the Collateral as the Agent may specify in its request to transfer any or all of the financial assets to which such security entitlements relate as the Agent may specify,

and the Agent will be entitled but not bound or required to exercise any of the rights that any holder of the above may at any time have. The Agent will not be responsible for any loss occasioned by its exercise of such rights or by failure to exercise the same within the time limited for the exercise thereof other than any loss resulting from the gross negligence or wilful misconduct of the Agent.

With respect to the foregoing and the grant of the security interest hereunder, the Obligor hereby authorizes the Agent on behalf of the Holders to file one or more financing or financing change statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Obligor where permitted by law. The Agent shall provide a copy of such statement to the Obligor together with details of registration thereof. A photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

10. The Obligor agrees that forthwith, upon request from time to time by the Agent acting reasonably, the Obligor shall give its consent in writing to:

(a) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral as the Agent may specify in its request, of a Control Agreement with the Agent in respect of such uncertificated securities, which consent may be incorporated into an agreement to which such issuer, the Agent and the Obligor are parties; and

(b) the entering into by any securities intermediary for any security entitlements in respect of the financial assets deposited in or credited to a securities account included in or relating to the Collateral as the Agent may specify in its request, of a Control Agreement with the Agent in respect of such security entitlements which consent may be incorporated into an agreement to which such securities intermediary, the Agent and the Obligor are parties.

11. The Obligor agrees that it shall not consent to:

(a) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral of a Control Agreement in respect of such uncertificated securities with any Person other than the Agent or such nominee or agent as it may direct; or

(b) the entering into by any securities intermediary for any security entitlements in respect of the financial assets deposited in or credited to a securities account included in or relating to the Collateral of a Control Agreement with respect to such securities accounts or security entitlements with any Person other than the Agent or such nominee or agent as it may direct.

12. Unless an Event of Default has occurred and is continuing, the Obligor may use the Collateral in any lawful manner not inconsistent with this Agreement or the Debentures, and the Agent and its representatives shall have the right to inspect the operations of the Obligor, its books and records and the Collateral in the manner and at the times set out in the Debentures.

13. Following the occurrence of and during the continuance of an Event of Default, the Agent may have any Collateral comprising instruments, shares, stock, equity interests, warrants, bonds, debentures, debenture stock or other securities, registered in its name or in the name of its nominee and will be entitled but not bound or required to exercise any of the rights that any holder of such securities may at any time have, but the Agent shall not be responsible for any loss occasioned

by the exercise of any of such rights or by failure to exercise the same within the time limit for the exercise thereof save and except for the gross negligence or wilful misconduct of the Agent.

14. Upon the Obligor's failure to perform any of its duties hereunder the Agent may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Obligor shall pay to the Agent, forthwith upon written demand therefor, an amount equal to the reasonable costs, fees and expenses incurred by the Agent in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate or rates set out in the Debentures.

15. Upon the occurrence of an Event of Default that is continuing, the security hereby granted shall immediately become enforceable and the Agent may, in its sole discretion, forthwith or at any time thereafter:

(a) declare any or all of the Liabilities not then due and payable to be immediately due and payable in accordance with the terms of the Debentures and, in such event, such Liabilities shall be forthwith due and payable to the Agent without presentment protest or notice of dishonour;

(b) commence legal action to enforce payment or performance of the Liabilities;

(c) require the Obligor to disclose to the Agent the location or locations of the Collateral and the Obligor agrees to make such disclosure when so required by the Agent;

(d) require the Obligor, at the Obligor's sole expense, to assemble the Collateral and deliver or make the Collateral available at a place or places designated by the Agent to the Obligor that is reasonably convenient for the Obligor, and the Obligor agrees to so assemble, deliver or make available the Collateral;

(e) enter any premises where the Collateral may be situate and take possession of the Collateral by any method permitted by law;

(f) repair, process, modify, complete or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Obligor or otherwise and take such steps as it considers necessary to maintain, preserve or protect the Collateral;

(g) seize, collect, realize or dispose of the Collateral by private sale, public sale, lease, or otherwise upon such terms and conditions as the Agent may determine or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and of such times as may seem to the Agent advisable;

(h) carry on all or any part of the business or businesses of the Obligor and may, to the exclusion of all others, enter upon, occupy and use all or any of such premises, buildings, plant, undertaking and other property of or used by the Obligor as part of or for such time and in such manner as the Agent sees fit, free of charge, and the Agent shall not be liable to the Obligor for any act, omission, or negligence (other than gross negligence or wilful misconduct) in so doing or for any rent, charges,

depreciation, damages or other amount in connection therewith or resulting therefrom and any sums expended by the Agent shall bear interest at the rate or rates set out in the Debentures;

(i) file such proofs of claim or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, dissolution or other proceedings (voluntary or otherwise) relating to the Obligor;

(j) borrow money for the purpose of carrying on the business of the Obligor or for the maintenance, preservation or protection of the Collateral and mortgage, charge, pledge or grant a security interest in the Collateral, whether or not in priority to the security created herein, to secure repayment of any money so borrowed;

(k) where the Collateral has been disposed of by the Holders as provided in paragraph 15(g), commence legal action against the Obligor for any deficiency;

(l) pay or discharge any Lien or claims by any Person in the Collateral and the amount so paid shall be added to the Liabilities and secured hereby and shall bear interest at the highest rate of interest charged by the Holders at that time in respect of any of the Liabilities until payment thereof;

(m) take any other action, suit, remedy or proceeding authorized or permitted by this Agreement, the PPSA or by law or equity;

(n) to the extent permitted by Applicable Law, transfer any securities forming part of the Collateral into the name of the Agent or its nominee, with or without disclosing that the securities are subject to a security interest and cause the Agent or its nominee to become the entitlement holder with respect to any security entitlements forming part of the Collateral; and

(o) sell, transfer or use any investment property included in the Collateral of which the Agent or its agent has "control" within the meaning of subsection 1(2) of the PPSA.

16. Where required to do so by the PPSA or other Applicable Law, the Agent shall give to the Obligor the written notice required by the PPSA or other Applicable Law of any intended disposition of the Collateral.

17. Any notice or communication to be given under this Agreement to the Obligor or the Agent shall be effective if given in accordance with the provisions of the Agency and Interlender Agreement as to the giving of notice, and the Obligor and the Agent may change their respective address for notices in accordance with the said provisions.

18. If the Agent is entitled to exercise its rights and remedies in accordance with paragraph 15 hereof, the Agent may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) (each herein referred to as a "**Receiver**") of the Collateral or may by appointment in writing appoint any Person to be a Receiver of the Collateral and may remove any Receiver so appointed by the Agent and appoint another in its stead; and any such Receiver appointed by instrument in writing shall have powers of

the Agent set out in subparagraphs 15(b) to (l), inclusive, including, without limitation, the power (i) to take possession of the Collateral, (ii) to carry on the business of the Obligor, (iii) to borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Obligor on the security of the Collateral in priority to the security interest created under this Agreement, and (iv) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, either for cash or upon credit, at such time and upon such terms and conditions as the Receiver may determine; provided that, to the extent permitted and in the manner prescribed by law any such Receiver shall be deemed the agent of the Obligor and no Holder shall be in any way responsible for any misconduct or negligence of any such Receiver.

19. Any proceeds of any disposition of any Collateral may be applied by the Agent to the payment of reasonable expenses incurred in connection with retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral (including the remuneration of any Receiver appointed pursuant to paragraph 18, solicitor's fees on a substantial indemnity basis and legal expenses and any other expenses), and any balance of such proceeds shall be applied by the Agent towards the payment of the Liabilities in such order of application as the Holders may from time to time elect, subject to the provisions of the Agency and Interlender Agreement. All such expenses and all amounts borrowed on the security of the Collateral under paragraphs 15 and 18 hereof shall bear interest at the rate or rates set out in the Debentures. If the disposition of the Collateral fails to satisfy the Liabilities and the expenses incurred by the Holders, the Obligor shall be liable to pay any deficiency to the Holders on demand.

20. Subject to Applicable Law, the Agent is authorized, in connection with any offer or sale of any securities forming part of the Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with Applicable Law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such securities. Subject to Applicable Law, the Agent will not be liable or accountable to the Obligor for any discount allowed by reason of the fact that such securities are sold in compliance with any such limitation or restriction.

21. The Obligor further agrees that:

(a) the Obligor shall not be discharged by any extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the security interest upon the full payment of the Liabilities including reasonable charges, expenses, fees, costs and interest;

(b) any failure by the Agent to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Liabilities shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Liabilities;

(c) the Agent may waive, in whole or in part, any breach by the Obligor of any of the provisions of this Agreement, any default by the Obligor in payment or performance of any of the Liabilities or any of its rights and remedies, whether provided for herein or otherwise, provided that no such waiver shall be effective unless given by the Agent to the Obligor in writing;

(d) no waiver given in accordance with paragraph 21(c) shall be a waiver of any other or subsequent breach by the Obligor of any of the provisions of this Agreement, of any other or subsequent default by the Obligor in payment or performance of any of the Liabilities or any of the rights and remedies of the Agent, whether provided for herein or otherwise;

(e) all rights of the Agent and the Holders hereunder shall be assignable to the extent permitted under the Debentures;

(f) the mortgage, charge and security interest created by this Agreement is intended to attach when this Agreement is signed by the Obligor with respect to all items of Collateral in which the Obligor has rights at that moment, and shall attach to all other Collateral immediately upon the Obligor acquiring any rights therein; and

(g) value has been given.

22. [Intentionally Deleted]

23. The Obligor acknowledges having received an executed copy of this Agreement and of the financing statement registered under the PPSA evidencing the security interest created hereby.

24. Only if an Event of Default occurs and continues, the Obligor hereby irrevocably constitutes and appoints the Agent and each of its officers holding office from time to time as the true and lawful attorney of the Obligor with power of substitution in the name of the Obligor, to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Agent, in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of this Agreement or to exercise any of its rights and remedies hereunder, and to do all acts or things necessary to realize or collect the proceeds, including, without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings which the Agent may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Holders with respect to any of the Collateral; and

(d) to perform the affirmative obligations of the Obligor hereunder.

The Obligor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this paragraph is irrevocable (until termination of the security interest hereunder) and coupled with an interest. The Obligor hereby ratifies and agrees to ratify all acts of any such attorney taken or done in accordance with this paragraph. The Agent agrees that it shall not exercise the power of attorney granted pursuant to this paragraph 24 unless an Event of Default has occurred and is continuing.

25. The powers conferred on the Holders hereunder are solely to protect their interests in the Collateral and shall not impose any duty on the Agent to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

26. Notwithstanding any other term or condition of this Agreement, this Agreement shall not relieve the Obligor or any other party to any of the Collateral from the observance or performance of any term, covenant, condition or agreement on its part to be observed or performed thereunder or from any liability to any other party or parties thereto or impose any obligation on the Agent to observe or perform any such term, covenant, condition or agreement to be so observed or performed, and the Obligor hereby agrees to indemnify and hold harmless the Agent from and against any and all losses, liabilities (including liabilities for penalties), costs and expenses which may be incurred by the Agent under or in respect of the Collateral and from all claims, alleged obligation or undertaking on its part to observe, perform or discharge any of the terms, covenants and agreements contained in or with respect to the Collateral. The Agent may, at its option, perform any term, covenant, condition or agreement on the part of the Obligor to be performed under or in respect of the Collateral (and/or enforce any of the rights of the Obligor thereunder) without thereby waiving any rights to enforce this Agreement. Nothing contained in this paragraph 26 shall be deemed to constitute the Agent the mortgagee in possession of the Collateral or the lessee under any lease or agreement to lease unless the Agent has agreed to become such mortgagee in possession or to be a lessee.

27. All rights of the Holders hereunder shall enure to the benefit of their respective successors and permitted assigns, provided that no Holder shall be entitled to transfer or assign any of its right, title or interest in, to, or arising under this Agreement except in accordance with the provisions governing assignment contained in the Debentures and all obligations of the Obligor hereunder shall bind the Obligor and its successors and assigns.

28. The Obligor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the security interest created hereby (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation, such that the term the "Obligor" when used herein would apply to each of the amalgamating corporations and the amalgamated corporation and (ii) shall secure the "Liabilities" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to the Holders at the time of amalgamation and any "Liabilities" of the amalgamated corporation to the Holders thereafter arising. The security interest shall attach to the additional "Collateral" at the time of amalgamation

and to any "Collateral" thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

29. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

30. In the event of any conflict between the provisions hereunder and the provisions of the Debentures then, notwithstanding anything contained in this Agreement, the provisions contained in the Debentures shall prevail and the provisions of this Agreement will be deemed to be amended to the extent necessary to eliminate such conflict. If any act or omission of the Obligor is expressly permitted under the Debentures but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Debentures does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Debentures does not expressly relieve the Obligor from such performance, such circumstance shall not constitute a conflict between the applicable provisions hereunder and the provisions of the Debentures.

31. This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Agent and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Agent.

32. The Obligor will not be discharged from any of the Liabilities or from this Agreement except by a release or discharge signed in writing by the Agent at the Obligor's expense.

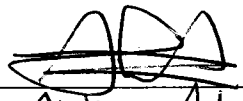
33. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

34. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized.

CROP INFRASTRUCTURE CORP.

By: 

Name: Abbey Abdiye
Title: CFO

Address: 600-535 Howe Street, Vancouver, BC, V6C 2Z4
Attention: Abbey Abdiye
Phone: (604) 484-4206

KW CAPITAL PARTNERS LIMITED, as Agent

By: 

Name: Sruli Weinreb
Title: President

SCHEDULE I
to
GENERAL SECURITY AGREEMENT

Item A. Trademarks

Registered Trademarks

Country	Trademark	Application No./ Registration No.	Filing Date/ Registration Date	Name of Owner
None.				

Pending Trademark Applications

- **None pending.**

Item B. Trademark Licences

Trademark Applications in Preparation

- **The Company has no trademark application in preparation.**

Item C. Locations of Collateral

- **Vancouver, British Columbia, Canada**

END OF DOCUMENT

CROP INFRASTRUCTURE CORP

AMENDED GENERAL SECURITY AGREEMENT

THIS AMENDED GENERAL SECURITY AGREEMENT (as amended, modified, supplemented, restated or replaced from time to time, this "**Agreement**"), dated as of June 11, 2019, made by **CROP INFRASTRUCTURE CORP.**, a corporation existing under the laws of the Province of British Columbia (together with its successors, by amalgamation or otherwise, and permitted assigns, the "**Obligor**"), in favor of **KW CAPITAL PARTNERS LIMITED.**, a corporation existing pursuant to laws of Ontario ("**KW**"), as collateral agent hereunder for the Holders hereinafter identified and defined (KW acting as such collateral agent and any successor or successors to KW acting in such capacity being hereinafter referred to as the "**Agent**").

W I T N E S S E T H:

WHEREAS in connection with an offering of secured convertible debentures of the Obligor completed on or about February 8, 2019 (the "**Old Offering**"), the Obligor received signed subscription agreements and issued certificates representing $4,000,000 in secured convertible debentures dated on or about February 8, 2019 (all such notes on equal form (other than with respect to dates entered into and principal amount) entered into as of the date of the Original GSA (as defined below), as the same may be amended, restated, modified or replaced from the time to time, the "**Original Debentures**");

AND WHEREAS in connection with the Old Offering, the parties hereto entered into a General Security Agreement, dated on or about February 8, 2019 (the "**Original GSA**"), pursuant to which, the Obligor granted to the Agent, for the benefit of the Holders (as defined below) a lien on and security interest in the personal property and fixtures of the Obligor described therein, subject to the terms and conditions thereof;

AND WHEREAS the Holders and the Agent also entered into an agency and interlender agreement dated on or about February 8, 2019 (as amended and restated in connection with the New Offering (as defined below) on June 11, 2019, the "**Agency and Interlender Agreement**") with respect to the Obligations (as therein defined) and the security interests granted in favour of the Agent for and on behalf of the Holders by the Obligor and each other Person guaranteeing the payment and performance of all indebtedness, obligations and liabilities of the Obligor to the Holders;

AND WHEREAS in connection with an offering of secured convertible debentures of the Obligor completed on or about June 11, 2019 (the "**New Offering**"; and together with the Old Offering, the "**Offering**"), the Obligor has received signed subscription agreements and has issued certificates representing $1,250,000 secured convertible debentures dated on or about June 11, 2019 (all such notes on equal form (other than with respect to dates entered into and principal amount) entered into as of the date of this Agreement, as the same may be amended, restated, modified or replaced from the time to time, the "**New Debentures**"; and together with the Old Debentures, the "**Debentures**");

AND WHEREAS the Obligor may, from time to time, issue various additional secured convertible debentures to holders of the Old Debentures and the New Debentures (such holders, collectively, the "**Holders**" and each a "**Holder**");

AND WHEREAS it is a condition for subscribing for both the Old Debentures and the New Debentures that the Obligor grant to the Agent, for the benefit of the Holders, a lien on and security interest in the personal property and fixtures of the Obligor, as described herein and subject to the terms and conditions hereof;

AND WHEREAS, the Obligor has substantially benefitted from the proceeds raised through the subscription by Holders for the Old Debentures, and will substantially benefit from the proceeds raised through the subscription by Holders for the Debentures;

AND WHEREAS the parties hereto wish to, and have agreed to hereby, amend and restate in its entirety the Original GSA, as provided for in this Agreement;

AND WHEREAS the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and in order to induce the Holders to subscribe for the Debentures, the Obligor agrees with the Agent, for the benefit of each Holder, as follows:

1. As general and continuing security for the payment and performance of the Liabilities the Obligor assigns, transfers, sets over, grants a security interest in, mortgages and charges to the Agent, for the benefit of the Holders, as and by way of a fixed and specific mortgage, charge and security interest in, all of the present and after acquired personal property and all of the present and future assets, property (both real and personal) and undertaking of the Obligor and in all right, title and interest which the Obligor now has or may hereafter have in all of its assets, property and undertaking, including without limitation, all present and after acquired assets, property and undertaking of the kinds hereinafter described (collectively, the **"Collateral"**):

(a) all goods comprising the inventory of the Obligor, including but not limited to goods held for sale or lease or furnished or to be furnished under a contract of service or that are raw materials, work in progress or materials used or consumed in a business or profession or finished goods, including, without limitation, "inventory" as defined in the PPSA (hereinafter sometimes collectively referred to as **"Inventory"**);

(b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, including, without limitation, "equipment" as defined in the PPSA (hereinafter sometimes collectively referred to as **"Equipment"**);

(c) all Computer Hardware and Software Collateral (as defined below);

(d) all accounts, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the

Obligor and all claims of any kind which the Obligor now has or may hereafter have, including but not limited to claims against the Crown and claims under insurance policies (hereinafter sometimes collectively referred to together with intangibles and the Collateral described in paragraphs 1(f) and (n) as **"Receivables"**);

(e) all Intellectual Property Collateral (as defined below);

(f) all chattel paper;

(g) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;

(h) all Equity Interest Collateral (as defined below);

(i) all financial assets;

(j) all securities entitlements;

(k) all investment property;

(l) all securities accounts in the name of the Obligor, including any and all assets of whatever type or kind deposited in or credited to such securities accounts, including all financial assets, all security entitlements related to such financial assets, and all certificates and other instruments from time to time representing or evidencing the same, and all dividends, interest, distributions, cash and other property from time to time received or receivable upon or otherwise distributed or distributable in respect of or in exchange for any or all of the foregoing;

(m) all rights, contracts (including, without limitation, rights and interests arising thereunder or subject thereto), instruments, agreements, licences, permits, consents, leases, policies, approvals, development agreements, building contracts, performance bonds, purchase orders, plans and specifications all of which may or may not be personal property but may be rights in which the Obligor has interests, all as may be amended, modified, supplemented, replaced or restated from time to time;

(n) all rents, present or future, under any lease or agreement to lease any part of the lands of the Obligor or any building, erection, structure or facility now or hereafter constructed or located on such lands, income derived from any tenancy, use or occupation thereof and any other income and profit derived therefrom;

(o) all intangibles, including but not limited to all money, cheques, deposit accounts, letters of credit, advances of credit and goodwill;

(p) with respect to the property described in paragraphs 1(a) to (o) inclusive, all books, accounts, invoices, letters, papers, documents and other records in any form evidencing or relating thereto and all contracts, securities, instruments and other rights and benefits in respect thereof;

(q) with respect to the property described in paragraphs 1(a) to (p) inclusive, all substitutions and replacements thereof and increases, additions and accessions thereto; and

(r) with respect to the property described in paragraphs 1(a) to (q) inclusive, all proceeds therefrom including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument or security;

provided, however, the security interest created shall not charge, encumber, create a lien upon or otherwise mortgage any consumer goods which the Obligor may own. In this Agreement, the words "accessions", "account", "chattel paper", "consumer goods", "document of title", "equipment", "goods", "instrument", "intangible", "inventory" and "proceeds" shall have the same meanings as their defined meanings in the *Personal Property Security Act* of the Province of Ontario, as amended, re-enacted or replaced from time to time (the **"PPSA"**), and the terms "certificated security", "entitlement holder", "entitlement order", "financial asset", "security", "securities account", "security entitlement", "security intermediary" and "uncertificated security" whenever used herein have the meanings given to these terms in the *Securities Transfer Act, 2006* (Ontario) (the "**STA**") as amended, re-enacted or replaced from time to time.

The said mortgage, charge and security interest shall not extend or apply to:

(i) the last day of the term of any lease or any agreement therefor now held or hereafter acquired by the Obligor, but should such mortgage, charge and security interest become enforceable, the Obligor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any Person acquiring such term or the part thereof mortgaged and charged in the course of any enforcement of the said mortgage, charge and security or any realization of the subject matter thereof; or

(ii) any present or after-acquired agreement, right, franchise, licence or permit (for the purpose of this paragraph, the "contractual rights") to which the Obligor is a party or of which the Obligor has the benefit to the extent that the creation of the mortgage, charge or security therein would constitute a breach of the terms of or permit any Person to terminate any of the contractual rights or otherwise constitute a breach of or violation under any existing law, statute or regulation to which the Obligor is subject, provided that all such contractual rights will be held in trust by the Obligor for the benefit of the Agent. Notwithstanding the foregoing, the said mortgage, charge and security interest shall apply to any proceeds of the disposition of any such contractual rights and the Obligor further agrees to hold such proceeds in trust for the Agent and to keep such proceeds in a segregated account for the benefit of the Agent. In addition, the said mortgage, charge and security interest shall extend to the contractual rights upon delivery by

the Agent to the Obligor of written notice to such effect following the occurrence of an Event of Default.

2. Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein shall have the meanings provided in the Agency and Interlender Agreement, and in this Agreement:

(a) **"Agreement"** is defined in the preamble;

(b) **"Applicable Law"** means, in relation to any Person, property, transaction or event, all applicable provisions of: (a) statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, treaties, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority, in each case applicable to or binding upon such Person, property, transaction or event.

(c) **"Computer Hardware and Software Collateral"** means:

(i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(ii) all software programs (including both source code, object code and all related applications and data files), whether now owned, licenced or leased or hereafter acquired by the Obligor, designed for use on the computers and electronic data processing hardware described in clause (i) above;

(iii) all firmware associated therewith;

(iv) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (i) through (iii); and

(v) all rights with respect to all of the foregoing, including, without limitation, any and all intellectual property rights, copyrights, leases, licences, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing;

(d) "**Control Agreement**" means:

(i) with respect to any uncertificated securities included in the Collateral, an agreement between the issuer of such uncertificated securities and another

Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated securities, without the further consent of the Obligor; and

(ii) with respect to any security entitlements in respect of financial assets deposited in or credited to a securities account included in the Collateral, an agreement between the securities intermediary and another Person in respect of such security entitlements pursuant to which such securities intermediary agrees to comply with any entitlement orders with respect to such security entitlements that are originated by the Agent, without the further consent of the Obligor.

(e) **"Copyright Collateral"** means:

(i) all copyrights (including without limitation copyrights for semi-conductor chip product mask works and all integrated circuit topography) of the Obligor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, and all applications for registration thereof, whether pending or in preparation, and all copyrights resulting from such applications;

(ii) all extensions and renewals of any thereof;

(iii) all copyright licences and other agreements providing the Obligor with the right to use any of the items of the type referred to in clauses (i) and (ii);

(iv) the right to sue for past, present and future infringements of any of the Copyright Collateral referred to in clauses (i) and (ii) and, to the extent applicable, clause (iii); and

(v) all proceeds of the foregoing, including, without limitation, licences, royalties, income, payments, claims, damages and proceeds of suit;

(f) **"Equity Interest Collateral"** means all instruments, shares, stock, equity interests, warrants, bonds, debentures, debenture stock or other securities relating to the Obligor's equity interests in each of the Guarantors, whether certificated or uncertificated;

(g) **"Governmental Authority"** means: (a) any government, parliament or legislature, any regulatory or administrative authority, agency, commission or board and any other statute, rule or regulation making entity having jurisdiction in the relevant circumstances; (b) any Person acting within and under the authority of any of the foregoing or under a statute, rule or regulation thereof; and (c) any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances.

(h) **"Intellectual Property Collateral"** means, collectively, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral;

(i) **"Liabilities"** means all of the present and future indebtedness, liabilities and obligations of the Obligor of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency, and whether as principal debtor, guarantor, surety or otherwise, including without limitation any interest that accrues thereon after or would accrue thereon but for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization of the Obligor, whether or not allowed or allowable as a claim in any such case, proceeding or other action) to the Holders (and their Affiliates) under, in connection with, relating to or with respect to the Debentures and each of the Credit Documents to which it is a party, and any unpaid balance thereof;

(j) **"Patent Collateral"** means:

(i) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the items described in clause (i);

(iii) all patent licences and other agreements providing the Obligor with the right to use any of the items of the type referred to in clauses (i) and (ii);

(iv) the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent licence; and

(v) all proceeds of, and rights associated with, the foregoing (including licence royalties and proceeds of infringement suits), and all rights corresponding thereto throughout the world;

(k) **"Trademark Collateral"** means:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (i) being collectively called a **"Trademark"**), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Trade-marks Branch of the Canadian Intellectual Property Office or in any office or agency of Canada or any Province thereof or any foreign country, and all reissues, extensions or renewals thereof;

(ii) all Trademark licences and other agreements providing the Obligor with the right to use any items of the type described in clause (i), including each Trademark licence referred to in Item B of Schedule I attached hereto;

(iii) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (i);

(iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (i) and (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by the Obligor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark licence, including any Trademark, Trademark registration or Trademark licence referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark licence and all rights corresponding thereto throughout the world;

(l) **"Trade Secrets Collateral"** means all common law and statutory trade secrets and all other confidential or proprietary or useful information (to the extent such confidential, proprietary or useful information is protected by the Obligor against disclosure and is not readily ascertainable) and all know-how obtained by or used in or contemplated at any time for use in the business of the Obligor, including without limitation recipes and food processing know-how (all of the foregoing being collectively called a **"Trade Secret"**), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licences, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret licence.

3. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all Liabilities.

4. The Obligor hereby represents and warrants to the Holders as at the date of this Agreement and as at the date of the acquisition by the Obligor of Collateral (including any acquisition of Collateral after the date hereof) that:

(a) the Obligor is a corporation duly incorporated, organized and subsisting under the laws of its jurisdiction of incorporation with the corporate power to enter into this Agreement, this Agreement has been duly authorized by all necessary corporate action on the part of the Obligor and constitutes a legal and valid agreement binding of the Obligor, enforceable against the Obligor in accordance with its terms; the making and performance of this Agreement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any

property of the Obligor pursuant to any agreement, indenture or other instrument to which the Obligor is a party or by which the Obligor or any of its property may be bound or affected;

(b) all of the Collateral (i) is located at the places specified in Item C of Schedule I hereto, and (ii) is, or when the Obligor acquires any right, title or interest therein, will be the sole property of the Obligor, free and clear of all Liens, except as may be permitted by the Debentures;

(c) with respect to any material Intellectual Property Collateral:

(i) such Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(ii) the Obligor has made all necessary and material filings and recordings in Canada or the United States, as applicable, to protect its interest in such Intellectual Property Collateral; and

(iii) the Obligor is the exclusive owner of the entire right, title and interest in and to such Intellectual Property Collateral owned by the Obligor and is entitled to use the Intellectual Property Collateral leased or licensed to the Obligor and, to its knowledge, no claim has been made that the use of such Intellectual Property Collateral does or may violate the asserted rights of any third party;

(d) the security interest created by this Agreement, once properly perfected in accordance with Applicable Law, will be a valid first priority security interest in the Collateral, subject to Permitted Liens;

(e) the address of the Obligor's chief executive office, principal place of business and the office where it keeps its records respecting the Receivables is that given at the end of this Agreement;

(f) the Obligor has not granted "control" (within the meaning of such term under the STA) over any investment property forming part of the Collateral to any Person other than the Agent; and

(g) except for the filings and registrations necessary to perfect the security interests created herein or otherwise provided for in the Debentures, no authorization, approval or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the grant by the Obligor of the security interest granted hereby in the Collateral or for the execution, delivery and performance of this Agreement by the Obligor.

5. So long as any portion of the Liabilities shall remain unpaid, the Obligor covenants with the Holders that it will comply with or perform, or cause to be complied with or performed, the following obligations:

(a) the Obligor shall maintain, use and operate the Collateral in accordance with past business practices and in accordance with the terms and conditions of the Debentures;

(b) the Obligor shall keep proper books of account with respect to the Collateral in accordance with generally accepted accounting practice;

(c) the Obligor shall not sell, lease or otherwise dispose of the Collateral without the prior written consent of the Agent, except as permitted by the Debentures or in the ordinary course of business;

(d) the Obligor shall, upon reasonable request by the Agent, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be necessary and reasonably requested by the Agent to give effect to the intent of this Agreement;

(e) the Obligor acknowledges that no material Collateral shall become affixed to any real property not subject to a security interest in favour of the Agent without the prior written consent of the Agent;

(f) the Obligor will immediately, and in any event within 24 hours, notify the Agent if they become aware that any Person has the right to go into, collect or seize possession of the Collateral by means of execution, garnishment or other legal process;

(g) except with respect to goods in transit or with respect to Equipment out for repair, the Obligor shall keep all Equipment and other tangible personal property of the Obligor in jurisdictions in which all required filings have been made for the perfection of the security interests created hereby;

(h) with respect to any Equipment or Inventory in the possession or control of any third party, upon the request of the Agent, acting reasonably, the Obligor shall notify such third party of the Holders' security interest in such Equipment or Inventory and, upon the Agent's request following the occurrence and during the continuance of an Event of Default, direct such third party to hold all such Equipment or Inventory for the Holders' account and subject to the Agent's instructions;

(i) the Obligor shall not change the location of its chief executive office or the location of the office where it keeps its records respecting the Receivables without giving prior written notice to the Agent of the new location and the date upon which such change is to take effect;

(j) upon the reasonable request of the Agent, the Obligor shall deliver to the Agent possession of all originals of all negotiable documents, instruments and chattel paper owned or held by the Obligor evidencing an aggregate amount payable in excess of $50,000 or evidencing any right in goods in an aggregate amount exceeding $50,000 (duly endorsed in blank, if requested by the Agent);

(k) if an Event of Default shall have occurred and be continuing, at the written direction of the Agent, all proceeds of Collateral received by the Obligor shall be delivered in kind to the Agent for deposit to a deposit account (the " **Collateral Account**") of the Obligor maintained with the Agent, and the Obligor shall hold all such proceeds in express trust for the benefit of the Holders until delivery thereof is made to the Agent. All amounts so held by the Agent or by the Obligor in trust for the benefit of the Agent) and all income in respect thereof will continue to be collateral security for the Liabilities and will not constitute payment thereof until approved as hereinafter provided. No funds, other than proceeds of Collateral, will be deposited in the Collateral Account;

(l) following the Agent's exercise of the remedy provided for in paragraph 5(k) hereof, the Holders shall have the right but not the obligation to apply any amount held in the Collateral Account to the payment of any Liabilities which are due and payable or payable upon demand in such order as the Agent may determine in its discretion. The Agent may at any time transfer to the Obligor's general demand deposit accounts any or all of the collected funds in the Collateral Account; provided, however, that any such transfer shall not be deemed to be a waiver or modification of any of the Holders' rights under this paragraph 5;

(m) the Obligor shall not, unless the Obligor shall reasonably and in good faith determine (and notice of such determination, in form and substance satisfactory to the Holders, shall have been delivered to the Agent) that any of the Intellectual Property is not material to the business of the Obligor and has negligible economic value, do any act, or omit to do any act, whereby any of the Intellectual Property may lapse or become abandoned, dedicated to the public, placed in the public domain, invalid or unenforceable, as the case may be;

(n) the Obligor shall notify the Agent promptly if it knows, or has reason to believe, that any application or registration relating to any material item of the Intellectual Property Collateral may become abandoned, dedicated to the public, placed in the public domain, invalid or unenforceable, or of any materially adverse determination or development regarding the Obligor's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same;

(o) at the reasonable request of the Agent, the Obligor shall execute and deliver to the Agent any document required to acknowledge or register or perfect the Agent's interest in any part of the Intellectual Property Collateral;

(p) the Obligor shall defend the title to the Collateral against all Persons and shall, upon reasonable demand by the Agent, furnish further assurance of title and execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement; and

(q) the Obligor shall ensure that the representations and warranties set forth in paragraph 4 hereof will be true and correct at all times.

6. The Obligor will maintain or cause to be maintained with reputable insurance companies insurance with respect to the Collateral against such casualties and contingencies and of such types and in such amounts as are required under the Debentures.

7. The Obligor shall not create or suffer to exist any Lien upon any of the Collateral to secure any indebtedness or liabilities of any Person, except for the mortgages, charges and security interest created by this Agreement and except for Permitted Liens.

8. Following the occurrence of an Event of Default which is continuing, (i) the Agent may notify any parties obligated on any of the Collateral to make any payment to the Agent of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby, (ii) upon written request of the Agent, the Obligor will, at its own expense, notify any parties obligated on any of the Collateral to make any payment to the Agent of any amounts due or to become due thereunder, and (iii) any payment or other proceeds received by the Obligor from any party obligated on any of the Collateral shall be held by the Obligor in trust for the Holders and paid over to the Agent on request.

9. The Obligor agrees that, forthwith upon request by the Agent, from time to time at its own expense, the Obligor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary and reasonably requested by the Agent in order to perfect, preserve and protect any mortgages, charges and security interest created, granted or purported to be created or granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Obligor will:

(a) if reasonably requested by the Agent, mark conspicuously each chattel paper included in the Receivables and each related contract with a legend, in form and substance satisfactory to the Agent, indicating that such document, chattel paper or related contract is subject to the security interest granted hereby;

(b) if reasonably requested by the Agent, if any Receivable shall be evidenced by a promissory note or other instrument, negotiable document or chattel paper, deliver and pledge to the Agent hereunder such promissory note, instrument, negotiable document or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Agent;

(c) execute and file such financing or financing change statements, or amendments thereto (including, without limitation, any assignment of claim from or other formality under or pursuant to the *Financial Administration Act* (Canada) or similar provincial or territorial legislation), and such other instruments or notices, as may be necessary and reasonably requested by the Agent in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Holders hereby;

(d) furnish to the Agent, from time to time at the Agent's reasonable request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail;

(e) direct the issuer of any certificated securities included in or relating to the Collateral as the Agent may specify in its request to register the applicable security certificate in the name of the Agent or such nominee as it may direct,

(f) direct the issuer of any uncertificated securities included in or relating to the Collateral as the Agent may specify in its request to register in the books and records of such issuer the Agent or such nominee as it may direct as the registered owner of the uncertificated security; and

(g) direct the securities intermediary for any security entitlements in respect of financial assets deposited in or credited to a securities account included in or relating to the Collateral as the Agent may specify in its request to transfer any or all of the financial assets to which such security entitlements relate as the Agent may specify,

and the Agent will be entitled but not bound or required to exercise any of the rights that any holder of the above may at any time have. The Agent will not be responsible for any loss occasioned by its exercise of such rights or by failure to exercise the same within the time limited for the exercise thereof other than any loss resulting from the gross negligence or wilful misconduct of the Agent.

With respect to the foregoing and the grant of the security interest hereunder, the Obligor hereby authorizes the Agent on behalf of the Holders to file one or more financing or financing change statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Obligor where permitted by law. The Agent shall provide a copy of such statement to the Obligor together with details of registration thereof. A photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

10. The Obligor agrees that forthwith, upon request from time to time by the Agent acting reasonably, the Obligor shall give its consent in writing to:

(a) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral as the Agent may specify in its request, of a Control Agreement with the Agent in respect of such uncertificated securities, which consent may be incorporated into an agreement to which such issuer, the Agent and the Obligor are parties; and

(b) the entering into by any securities intermediary for any security entitlements in respect of the financial assets deposited in or credited to a securities account included in or relating to the Collateral as the Agent may specify in its request, of a Control Agreement with the Agent in respect of such security entitlements which consent

may be incorporated into an agreement to which such securities intermediary, the Agent and the Obligor are parties.

11. The Obligor agrees that it shall not consent to:

(a) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral of a Control Agreement in respect of such uncertificated securities with any Person other than the Agent or such nominee or agent as it may direct; or

(b) the entering into by any securities intermediary for any security entitlements in respect of the financial assets deposited in or credited to a securities account included in or relating to the Collateral of a Control Agreement with respect to such securities accounts or security entitlements with any Person other than the Agent or such nominee or agent as it may direct.

12. Unless an Event of Default has occurred and is continuing, the Obligor may use the Collateral in any lawful manner not inconsistent with this Agreement or the Debentures, and the Agent and its representatives shall have the right to inspect the operations of the Obligor, its books and records and the Collateral in the manner and at the times set out in the Debentures.

13. Following the occurrence of and during the continuance of an Event of Default, the Agent may have any Collateral comprising instruments, shares, stock, equity interests, warrants, bonds, debentures, debenture stock or other securities, registered in its name or in the name of its nominee and will be entitled but not bound or required to exercise any of the rights that any holder of such securities may at any time have, but the Agent shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limit for the exercise thereof save and except for the gross negligence or wilful misconduct of the Agent.

14. Upon the Obligor's failure to perform any of its duties hereunder the Agent may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Obligor shall pay to the Agent, forthwith upon written demand therefor, an amount equal to the reasonable costs, fees and expenses incurred by the Agent in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate or rates set out in the Debentures.

15. Upon the occurrence of an Event of Default that is continuing, the security hereby granted shall immediately become enforceable and the Agent may, in its sole discretion, forthwith or at any time thereafter:

(a) declare any or all of the Liabilities not then due and payable to be immediately due and payable in accordance with the terms of the Debentures and, in such event, such Liabilities shall be forthwith due and payable to the Agent without presentment protest or notice of dishonour;

(b) commence legal action to enforce payment or performance of the Liabilities;

(c) require the Obligor to disclose to the Agent the location or locations of the Collateral and the Obligor agrees to make such disclosure when so required by the Agent;

(d) require the Obligor, at the Obligor's sole expense, to assemble the Collateral and deliver or make the Collateral available at a place or places designated by the Agent to the Obligor that is reasonably convenient for the Obligor, and the Obligor agrees to so assemble, deliver or make available the Collateral;

(e) enter any premises where the Collateral may be situate and take possession of the Collateral by any method permitted by law;

(f) repair, process, modify, complete or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Obligor or otherwise and take such steps as it considers necessary to maintain, preserve or protect the Collateral;

(g) seize, collect, realize or dispose of the Collateral by private sale, public sale, lease, or otherwise upon such terms and conditions as the Agent may determine or otherwise deal with the Collateral or any part thereof in such manner, upon such terms and conditions and of such times as may seem to the Agent advisable;

(h) carry on all or any part of the business or businesses of the Obligor and may, to the exclusion of all others, enter upon, occupy and use all or any of such premises, buildings, plant, undertaking and other property of or used by the Obligor as part of or for such time and in such manner as the Agent sees fit, free of charge, and the Agent shall not be liable to the Obligor for any act, omission, or negligence (other than gross negligence or wilful misconduct) in so doing or for any rent, charges, depreciation, damages or other amount in connection therewith or resulting therefrom and any sums expended by the Agent shall bear interest at the rate or rates set out in the Debentures;

(i) file such proofs of claim or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, dissolution or other proceedings (voluntary or otherwise) relating to the Obligor;

(j) borrow money for the purpose of carrying on the business of the Obligor or for the maintenance, preservation or protection of the Collateral and mortgage, charge, pledge or grant a security interest in the Collateral, whether or not in priority to the security created herein, to secure repayment of any money so borrowed;

(k) where the Collateral has been disposed of by the Holders as provided in paragraph 15(g), commence legal action against the Obligor for any deficiency;

(l) pay or discharge any Lien or claims by any Person in the Collateral and the amount so paid shall be added to the Liabilities and secured hereby and shall bear interest at the highest rate of interest charged by the Holders at that time in respect of any of the Liabilities until payment thereof;

(m) take any other action, suit, remedy or proceeding authorized or permitted by this Agreement, the PPSA or by law or equity;

(n) to the extent permitted by Applicable Law, transfer any securities forming part of the Collateral into the name of the Agent or its nominee, with or without disclosing that the securities are subject to a security interest and cause the Agent or its nominee to become the entitlement holder with respect to any security entitlements forming part of the Collateral; and

(o) sell, transfer or use any investment property included in the Collateral of which the Agent or its agent has "control" within the meaning of subsection 1(2) of the PPSA.

16. Where required to do so by the PPSA or other Applicable Law, the Agent shall give to the Obligor the written notice required by the PPSA or other Applicable Law of any intended disposition of the Collateral.

17. Any notice or communication to be given under this Agreement to the Obligor or the Agent shall be effective if given in accordance with the provisions of the Agency and Interlender Agreement as to the giving of notice, and the Obligor and the Agent may change their respective address for notices in accordance with the said provisions.

18. If the Agent is entitled to exercise its rights and remedies in accordance with paragraph 15 hereof, the Agent may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) (each herein referred to as a "**Receiver**") of the Collateral or may by appointment in writing appoint any Person to be a Receiver of the Collateral and may remove any Receiver so appointed by the Agent and appoint another in its stead; and any such Receiver appointed by instrument in writing shall have powers of the Agent set out in subparagraphs 15(b) to (l), inclusive, including, without limitation, the power (i) to take possession of the Collateral, (ii) to carry on the business of the Obligor, (iii) to borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Obligor on the security of the Collateral in priority to the security interest created under this Agreement, and (iv) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, either for cash or upon credit, at such time and upon such terms and conditions as the Receiver may determine; provided that, to the extent permitted and in the manner prescribed by law any such Receiver shall be deemed the agent of the Obligor and no Holder shall be in any way responsible for any misconduct or negligence of any such Receiver.

19. Any proceeds of any disposition of any Collateral may be applied by the Agent to the payment of reasonable expenses incurred in connection with retaking, holding, repairing, processing, preparing for disposition and disposing of the Collateral (including the remuneration of any Receiver appointed pursuant to paragraph 18, solicitor's fees on a substantial indemnity basis and legal expenses and any other expenses), and any balance of such proceeds shall be applied by the Agent towards the payment of the Liabilities in such order of application as the Holders may from time to time elect, subject to the provisions of the Agency and Interlender Agreement. All such expenses and all amounts borrowed on the security of the Collateral under paragraphs 15 and 18 hereof shall bear interest at the rate or rates set out in the Debentures. If the disposition of the Collateral fails to satisfy the Liabilities and the expenses incurred by the Holders, the Obligor shall be liable to pay any deficiency to the Holders on demand.

20. Subject to Applicable Law, the Agent is authorized, in connection with any offer or sale of any securities forming part of the Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with Applicable Law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such securities. Subject to Applicable Law, the Agent will not be liable or accountable to the Obligor for any discount allowed by reason of the fact that such securities are sold in compliance with any such limitation or restriction.

21. The Obligor further agrees that:

(a) the Obligor shall not be discharged by any extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the security interest upon the full payment of the Liabilities including reasonable charges, expenses, fees, costs and interest;

(b) any failure by the Agent to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Liabilities shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Liabilities;

(c) the Agent may waive, in whole or in part, any breach by the Obligor of any of the provisions of this Agreement, any default by the Obligor in payment or performance of any of the Liabilities or any of its rights and remedies, whether provided for herein or otherwise, provided that no such waiver shall be effective unless given by the Agent to the Obligor in writing;

(d) no waiver given in accordance with paragraph 21(c) shall be a waiver of any other or subsequent breach by the Obligor of any of the provisions of this Agreement, of any other or subsequent default by the Obligor in payment or performance of any of the Liabilities or any of the rights and remedies of the Agent, whether provided for herein or otherwise;

(e) all rights of the Agent and the Holders hereunder shall be assignable to the extent permitted under the Debentures;

(f) the mortgage, charge and security interest created by this Agreement is intended to attach when this Agreement is signed by the Obligor with respect to all items of Collateral in which the Obligor has rights at that moment, and shall attach to all other Collateral immediately upon the Obligor acquiring any rights therein; and

(g) value has been given.

22. *[Intentionally Deleted]*

23. The Obligor acknowledges having received an executed copy of this Agreement and of the financing statement registered under the PPSA evidencing the security interest created hereby.

24. Only if an Event of Default occurs and continues, the Obligor hereby irrevocably constitutes and appoints the Agent and each of its officers holding office from time to time as the true and lawful attorney of the Obligor with power of substitution in the name of the Obligor, to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Agent, in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of this Agreement or to exercise any of its rights and remedies hereunder, and to do all acts or things necessary to realize or collect the proceeds, including, without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings which the Agent may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Holders with respect to any of the Collateral; and

(d) to perform the affirmative obligations of the Obligor hereunder.

The Obligor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this paragraph is irrevocable (until termination of the security interest hereunder) and coupled with an interest. The Obligor hereby ratifies and agrees to ratify all acts of any such attorney taken or done in accordance with this paragraph. The Agent agrees that it shall not exercise the power of attorney granted pursuant to this paragraph 24 unless an Event of Default has occurred and is continuing.

25. The powers conferred on the Holders hereunder are solely to protect their interests in the Collateral and shall not impose any duty on the Agent to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

26. Notwithstanding any other term or condition of this Agreement, this Agreement shall not relieve the Obligor or any other party to any of the Collateral from the observance or performance of any term, covenant, condition or agreement on its part to be observed or performed thereunder or from any liability to any other party or parties thereto or impose any obligation on the Agent to observe or perform any such term, covenant, condition or agreement to be so observed or performed, and the Obligor hereby agrees to indemnify and hold harmless the Agent from and against any and all losses, liabilities (including liabilities for penalties), costs and expenses which may be incurred by the Agent under or in respect of the Collateral and from all claims, alleged obligation or undertaking on its part to observe, perform or discharge any of the terms, covenants

and agreements contained in or with respect to the Collateral. The Agent may, at its option, perform any term, covenant, condition or agreement on the part of the Obligor to be performed under or in respect of the Collateral (and/or enforce any of the rights of the Obligor thereunder) without thereby waiving any rights to enforce this Agreement. Nothing contained in this paragraph 26 shall be deemed to constitute the Agent the mortgagee in possession of the Collateral or the lessee under any lease or agreement to lease unless the Agent has agreed to become such mortgagee in possession or to be a lessee.

27. All rights of the Holders hereunder shall enure to the benefit of their respective successors and permitted assigns, provided that no Holder shall be entitled to transfer or assign any of its right, title or interest in, to, or arising under this Agreement except in accordance with the provisions governing assignment contained in the Debentures and all obligations of the Obligor hereunder shall bind the Obligor and its successors and assigns.

28. The Obligor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the security interest created hereby (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation, such that the term the "Obligor" when used herein would apply to each of the amalgamating corporations and the amalgamated corporation and (ii) shall secure the "Liabilities" (as that term is herein defined) of each of the amalgamating corporations and the amalgamated corporation to the Holders at the time of amalgamation and any "Liabilities" of the amalgamated corporation to the Holders thereafter arising. The security interest shall attach to the additional "Collateral" at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired.

29. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

30. In the event of any conflict between the provisions hereunder and the provisions of the Debentures then, notwithstanding anything contained in this Agreement, the provisions contained in the Debentures shall prevail and the provisions of this Agreement will be deemed to be amended to the extent necessary to eliminate such conflict. If any act or omission of the Obligor is expressly permitted under the Debentures but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Debentures does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Debentures does not expressly relieve the Obligor from such performance, such circumstance shall not constitute a conflict between the applicable provisions hereunder and the provisions of the Debentures.

31. This Agreement and the security interest, assignment and mortgage and charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Agent and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Agent.

32. The Obligor will not be discharged from any of the Liabilities or from this Agreement except by a release or discharge signed in writing by the Agent at the Obligor's expense.

33. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

34. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized.

CROP INFRASTRUCTURE CORP.

By: Michael Yorke

Name: Michael Yorke
Title: Chief Executive Officer

Address:
Attention:
Fax:

KW CAPITAL PARTNERS LIMITED, as Agent

By: _____
Name: Sruli Weinreb
Title: President

SCHEDULE I
to
AMENDED GENERAL SECURITY AGREEMENT

Item A. Trademarks

Registered Trademarks

Country	Trademark	Application No./ Registration No.	Filing Date/ Registration Date	Name of Owner
N/A	N/A	N/A	N/A	N/A

Pending Trademark Applications

- **None.**

Item B. Trademark Licences

Trademark Applications in Preparation

- **None.**

Item C. Locations of Collateral

- **Vancouver, British Columbia, Canada**

This is Exhibit "E" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

Index: BUSINESS DEBTOR

List of matches:

Exact: VERT INFRASTRUCTURE LTD

BC OnLine: PPRS SEARCH RESULT 2020/05/08
Lterm: XPSP0054 For: PH43818 DYE AND DURHAM CORPORATION 07:12:50

Index: BUSINESS DEBTOR

Search Criteria: VERT INFRASTRUCTURE LTD.

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUN 13, 2019 Reg. Length: 10 YEARS
Reg. Time: 11:58:56 Expiry Date: JUN 13, 2029
Base Reg. #: 568431L Control #: D6105540

Block#

S0001 Secured Party: KW CAPITAL PARTNERS LIMITED (AS
COLLATERAL AGENT)
201-10 WANLESS AVENUE
TORONTO ON M4N 1V6

+++ Base Debtor: CROP INFRASTRUCTURE CORP
(Business) 535 HOWE STREET
VANCOUVER BC V6C 2Z7

General Collateral:
ALL OF THE PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ALL OF THE PRESENT AND FUTURE ASSETS, PROPERTY (BOTH REAL AND PERSONAL) AND UNDERTAKING OF THE DEBTOR AND ALL RIGHT, TITLE AND INTEREST WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN ALL OF ITS ASSETS, PROPERTY AND UNDERTAKING.

Registering
Party: GARFINKLE BIDERMAN LLP
801-1 ADELAIDE STREET EAST
TORONTO ON M5C 2V9

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 010097M Reg. Date: JAN 17, 2020
Reg. Time: 09:40:30
Control #: D6555619
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 568431L Base Reg. Date: JUN 13, 2019

Details Description:
TO AMEND THE NAME OF THE DEBTOR FROM CROP INFRASTRUCTURE CORP. TO VERT INFRASTRUCTURE LTD. DUE TO A CHANGE OF NAME

Block#

** DELETED **
+++ Bus. Debtor: CROP INFRASTRUCTURE CORP
535 HOWE STREET
VANCOUVER BC V6C 2Z7

*** ADDED ***
=D0002 Bus. Debtor: VERT INFRASTRUCTURE LTD
535 HOWE STREET
VANCOUVER BC V6C 2Z7

Continued on Page 2

Registering
Party: GARFINKLE BIDERMAN LLP
801-1 ADELAIDE STREET EAST
TORONTO ON M5C 2V9

****

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> END OF SEARCH <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

This is Exhibit "F" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*Guaranty*") is made as of this 7th day of February, 2019, by Wheeler Park Properties, LLC, , Wheeler Corridor Business Park, LLC, and DVG, LLC (all Washington limited liability companies)(together with its successors and permitted assigns, the *"Guarantors"*) in favor of KW Capital Partners Limited, a corporation existing pursuant to laws of Ontario, as collateral agent hereunder for the Secured Creditors hereinafter identified and defined (acting as such collateral agent and any successor or successors to it acting in such capacity being hereinafter referred to as the *"Agent"*).

WITNESSETH:

WHEREAS, KW Capital Partners Limited, a Canada corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, the *"Borrower"*) has received signed subscription agreements and issued debentures representing up to $4,000,000 worth of senior secured convertible debentures dated on or about the date hereof, and may enter into various additional secured convertible debentures with holders thereof (collectively, the *"Secured Creditors"*), and all such notes on equal form (other than with respect to dates entered into and principal amount) entered into as of the date hereof, or in the future, as the same may be amended, restated, modified or replaced from the time to time, the *"Debentures"*.

WHEREAS, the Secured Creditors and the Agent have entered into an intercreditor and collateral agency agreement as of the date hereof (*the "Intercreditor and Agency Agreement")* with respect to the Obligations (as therein defined) and security interests granted in favour of the Agent for and on behalf of the Secured Creditors by the Borrower, the Guarantor and each other Person guaranteeing the payment and performance of all indebtedness, obligations and liabilities of the Borrower to the Secured Creditors.

WHEREAS, the Borrower may from time to time be liable to the Secured Creditors with respect to the Obligations.

WHEREAS, the Guarantor is an affiliate of the Borrower, and the Secured Creditors will only subscribe for the Debentures on the condition, among others, that the Guarantor guarantees all indebtedness, obligations and liabilities of the Borrower from time to time owing to the Secured Creditors.

WHEREAS, the Guarantor will directly and indirectly substantially benefit the proceeds raised through the subscription by the Secured Creditors of the Debentures; and

WHEREAS, unless otherwise defined herein or the context otherwise requires, terms used in this Guaranty have the meaning defined in the Intercreditor and Agency Agreement.

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of the subscription by the Secured Creditors of the Debentures, the Guarantor hereby agrees as follows:

1. The Guarantor guarantees the full and prompt payment when due to the Secured Creditors of any and all Obligations and all other indebtedness, obligations and liabilities of every

kind and nature of the Borrower, under or pursuant to the terms of the Debentures or any other Credit Documents to which the Borrower is a party, however evidenced, whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise (including interest accruing at an increased rate after a default by the Borrower and including post-petition interest in a bankruptcy or similar proceeding, whether or not allowed as a claim in such proceeding) (hereinafter all such indebtedness, obligations and liabilities being collectively referred to as the *"Indebtedness"*). Notwithstanding anything in this Guaranty to the contrary, the right of recovery against the Guarantor under this Guaranty shall not exceed $1.00 less than the lowest amount which would render the Guarantor's obligations under this Guaranty void or voidable under applicable law, including fraudulent conveyance law. Guarantor agrees to enter into a separate Security Agreement concurrently with entering into this Agreement, pursuant to which Guarantor grants a security interest in its assets to secure Guarantor's payment and other obligations under this Guaranty.

2. The Guarantor further agrees to pay all reasonable costs and expenses, legal and/or otherwise (including court costs and reasonable attorneys' fees), suffered or incurred by the Agent and the other Secured Creditors in enforcing or endeavoring to enforce this Guaranty, in enforcing or endeavoring to collect the Indebtedness, or any part thereof, and in protecting, defending or enforcing this Guaranty in any litigation, bankruptcy or insolvency proceedings or otherwise.

3. The Guarantor agrees that, upon demand for payment which has been made in writing in accordance with the provisions hereof, the Guarantor will then pay to the Agent on behalf of the Secured Creditors the full amount of the Indebtedness due and payable at such time.

4. The Guarantor agrees that the Guarantor will not exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to the Guarantor against any person liable for payment of the Indebtedness, or as to any security therefor, unless and until the full amount owing to the Agent and the other Secured Creditors of the Indebtedness has been paid and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated. The payment by the Guarantor of any amount or amounts to the Agent or the other Secured Creditors pursuant hereto shall not in any way entitle the Guarantor, either at law, in equity or otherwise, to any right, title or interest (whether by way of subrogation or otherwise) in and to the Indebtedness or any part thereof or any collateral security therefor or any other rights or remedies in any way relating thereto or in and to any amounts theretofore, then or thereafter paid or applicable to the payment thereof howsoever such payment may be made and from whatsoever source such payment may be derived unless and until all of the Indebtedness and all costs and expenses suffered or incurred by the Agent and the Secured Creditors in enforcing this Guaranty have been paid in full and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated and unless and until such payment in full and termination, any payments made by the Guarantor hereunder and any other payments from whatsoever source derived on account of or applicable to the Indebtedness or any part thereof shall be held and taken to be merely payments in gross to the Agent and the other Secured Creditors reducing pro tanto the Indebtedness.

5. To the extent permitted under the Debentures, the holders of the Indebtedness may, without any notice whatsoever to the Guarantor, sell, assign, or transfer all of the Indebtedness, or any part thereof, or grant participations therein, and in that event each and every immediate and successive assignee, transferee, or holder of or participant in all or any part of the Indebtedness, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee, holder or participant, as fully as if such assignee, transferee, holder or participant were herein by name specifically as a Secured Creditor given such rights, powers and benefits; but the Agent shall have an unimpaired right to enforce this Guaranty for the benefit of the Agent or any Secured Creditor or any such participant.

6. This Guaranty is a continuing, absolute and unconditional Guaranty, and shall remain in full force and effect until any and all of the Indebtedness created or existing shall be fully paid and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated. This is a guaranty of payment and not of collection, and in case the Borrower fails to pay any Indebtedness when due, the Guarantor agrees to make such payment or to cause such payment to be made punctually as and when the same shall become due and payable, whether at stated maturity, by acceleration or otherwise, and as if such payment were made by the Borrower. The dissolution of the Guarantor shall not terminate this Guaranty until notice of such dissolution shall have been actually received by the Agent, nor until all of the Indebtedness, created or existing or committed to be extended in each case before receipt of such notice shall be fully paid. The Agent may at any time or from time to time release the Guarantor from its obligations hereunder or effect any compromise with the Guarantor. Neither the Agent nor any Secured Creditor shall have any obligation or duty (and the Guarantor hereby waives any such obligation or duty) to disclose to the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower now or hereafter known to the Agent or any Secured Creditor.

7. Upon the occurrence of an Event of Default, all of the Indebtedness which is then existing shall, at the option of the Agent, immediately become due or accrued and payable from the Guarantor. All dividends or other payments received from the Borrower or on account of the Indebtedness from whatsoever source, shall be taken and applied to the Indebtedness as required in accordance with the Intercreditor and Agency Agreement, and this Guaranty shall apply to and secure any ultimate balance that shall remain owing to the Agent and the other Secured Creditors.

8. The liability hereunder shall in no way be affected or impaired by (and the Agent and. subject to the terms of the Intercreditor and Agency Agreement, any Secured Creditor are hereby expressly authorized to make from time to time, without notice to anyone), any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or other disposition of any of the Indebtedness, either express or implied, or of any contract or contracts evidencing any thereof, or of any security or collateral therefor or any guaranty thereof. The liability hereunder shall in no way be affected or impaired by any acceptance by the Agent or any Secured Creditor of any security for or other guarantors upon any of the Indebtedness, or by any failure, neglect or omission on the part of the Agent or any Secured Creditor to realize upon or protect any of the Indebtedness, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, creditors or property of said Borrower possessed by the Agent or any Secured Creditor toward the

liquidation of the Indebtedness, or by any application of payments or credits thereon. Subject to the terms of the Intercreditor and Agency Agreement, the Agent and each Secured Creditor shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness, or any part of same. In order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the Agent or any Secured Creditor at any time to resort for payment to the Borrower, or to any other person or corporations, their properties or estate, or resort to any collateral, security, property, liens or other rights or remedies whatsoever, and the Agent and each Secured Creditor shall have the right to enforce this Guaranty irrespective of whether or not other proceedings or steps are pending seeking resort to or realization upon or from any of the foregoing.

9. *Reserved.*

10. All diligence in collection or protection, and all presentment, demand, protest and/or notice, as to any and everyone, whether or not the Borrower or the Guarantor or others, of dishonor and of default and of non-payment and of the creation and existence of any and all of the Indebtedness, and of any security and collateral therefor, and of the acceptance of this Guaranty, and of any and all extensions of credit and indulgence hereunder, are expressly waived to the extent permitted by applicable law.

11. No act of commission or omission of any kind, or at any time, upon the part of the Agent in respect to any matter whatsoever, shall in any way affect or impair this Guaranty.

12. To the extent permitted by applicable law, the Guarantor waives any and all defenses, claims and discharges of the Borrower, or any other obligor, pertaining to the Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Agent or the Secured Creditors any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, antideficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to the Borrower or any other person liable in respect of any of the Indebtedness, or any set-off available against the Agent or the Secured Creditors to the Borrower or any such other person, whether or not on account of a related transaction. The Guarantor agrees that the Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

13. If any payment applied by the Agent and the other Secured Creditors to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of the Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such of the Indebtedness as fully as if such application had never been made.

14. The liability of the Guarantor under this Guaranty is in addition to and shall be cumulative with all other liabilities of the Guarantor after the date hereof to the Agent and the other

Secured Creditors, as the Guarantor of the Indebtedness, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

15. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and applications hereof, and to this end the provisions of this Guaranty are declared to be severable. Without limiting the generality of the foregoing, any invalidity or unenforceability against the Guarantor of any provision or application of the Guaranty shall not affect the validity or enforceability of the other provisions or application of this Guaranty as against the Guarantor.

16. Without prejudice to any other method of giving notice, all communications provided for or permitted hereunder shall be in writing and delivered to the addressee by prepaid private courier or sent by facsimile to the applicable address and to the attention of the officer of the addressee as set forth on the appropriate signature page hereof. Any communication transmitted by prepaid private courier shall be deemed to have been validly and effectively given or delivered on the Business Day after which it is submitted for delivery. Any communication transmitted by facsimile shall be deemed to have been validly and effectively given or delivered on the day on which it is transmitted, if transmitted on a Business Day on or before 5:00 p.m. (local time of the intended recipient), and otherwise on the next following Business Day. Any party may change its address for service by notice given in the foregoing manner.

17. Any indebtedness of the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness now or hereafter owed to the Guarantor is hereby subordinated to the Indebtedness. Any payments in respect of such indebtedness owed to the Guarantor shall, if the Agent so requests, be received in trust by the Guarantor for the Agent and the Secured Creditors and be paid over to the Agent for the benefit of the Agent and the other Secured Creditors on account of the Indebtedness but without reducing or affecting in any manner the remaining liability of the Guarantor set forth herein. Should the Guarantor fail to collect the proceeds of any such indebtedness owed to it when due and payable and pay the proceeds to the Agent on behalf of the Secured Creditors, the Agent, as the Guarantor's attorney-in-fact, may do such acts and sign such documents in the Guarantor's name as the Agent considers necessary to effect such collection, and the Guarantor hereby appoints the Agent as the Guarantor's attorney-in-fact for such purposes.

18. The Guarantor agrees that, to the extent the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness makes a payment or payments to, or is credited for any payment or payments made for or on behalf of the Borrower to the Agent, which payment or payments, or any part thereof, is subsequently invalidated, determined to be fraudulent or preferential, set aside or required to be repaid to any trustee, receiver, assignee or any other party whether under any bankruptcy, state or federal law or under any common law or equitable cause or otherwise, then, to the extent thereof, the obligation or part thereof intended to be satisfied thereby shall be revived, reinstated and continued in full force and effect as if such payment or payments had not originally been made or credited.

19. The Guarantor's obligations hereunder are independent of the obligations of the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness

and a separate action or actions may be brought and prosecuted against the Guarantor on any Indebtedness.

20. All payments to be made by the Guarantor hereunder shall be made in the same currency and funds in which the underlying Indebtedness is payable at the principal office of the Agent at Suite 201, 10 Wanless Avenue, Toronto, ON M4N 1V6, Attention: Sruli Weinreb (or at such other place for the account of the Agent as it may from time to time specify to the Guarantor) in immediately available and freely transferable funds at the place of payment, all such payments to be paid without set-off, counterclaim or reduction and without deduction for, and free from, any and all present or future taxes, levies, imposts, duties, fees, charges, deductions, withholding (except to the extent required by law) or liabilities with respect thereto or any restrictions or conditions of any nature (collectively, "Taxes"), except in each case, to the extent any such Tax constitutes an Excluded Tax. If the Guarantor is required by law to make any deduction or withholding on account of any such Tax that is not an Excluded Tax or other withholding or deduction from any sum payable by the Guarantor hereunder, the Guarantor shall pay any such Tax that is not an Excluded Tax or other withholding or deduction and shall pay such additional amount necessary to ensure that, after making any payment, deduction or withholding, the Agent and the Secured Creditors shall receive and retain (free of any liability in respect of any payment, deduction or withholding) a net sum equal to what it would have received and so retained hereunder had no such deduction, withholding or payment been required to have been made. As used herein, "Excluded Taxes" means (a) Taxes imposed on or measured by Agent's or any Secured Party's net income, franchise taxes, branch profits taxes and alternative minimum taxes, in each case imposed by the jurisdiction (or any political subdivision thereof) under which Agent or such Secured Party (i) is organized, or in which its principal office or applicable lending office is located, or (ii) has a present or former connection (other than a connection resulting from entering into any of the Credit Documents, receiving any payment thereunder, or taking any action thereunder) ("Other Connection Taxes"), (B) any Taxes to the extent imposed on the amounts payable to such Secured Party or Agent at the time such Secured Party or Agent acquires its rights in the applicable Debenture or the Credit Documents or changes its lending office, unless in the case of an assignee, the applicable assigning person would have been entitled to receive additional amounts with respect to such Taxes at the time of such assignment or, in the case of a change in lending office, such Secured Party would have been entitled to receive additional amounts with respect to such Taxes immediately before it changed its lending office, (C) any United States federal withholding Taxes or deductions imposed under FATCA, or (D) any United States federal withholding Taxes that would not have been imposed but for such recipient's failure to provide the Guarantor (prior to the making of any demand for payment hereunder and thereafter upon any expiration thereof or following a written request by the Guarantor) with the relevant forms that are prescribed by the United States Internal Revenue Service (including but not limited to IRS Forms W-9, W-8BEN and W-8IMY, as applicable) to be filed or received or retained by such recipient to avoid or reduce such deduction or withholding (including any refilings or renewals of filings that may from time to time be required), provided that the filing of such forms (other than IRS Form W-9, W-8BEN or W-8IMY, to the extent such recipient is legally entitled to deliver such form) would not (in such recipient's reasonable judgment) impose any unreasonable burden (in time, resources or otherwise) on such recipient or result in any confidential or proprietary income tax return information being revealed, either directly or indirectly, to any person and such failure could have been lawfully avoided by such recipient, and provided further that such recipient shall be deemed to have satisfied the requirements to provide forms upon the good faith completion and

submission of such forms (including refilings or renewals of filings) as may be specified in a written request of the Guarantor no later than 60 days after receipt by such recipient of such written request (accompanied by copies of such forms and related instructions, if any. As used herein, "FATCA" means Sections 1471 through 1474 of the United States Internal Revenue Code of 1986 as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any applicable agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code of 1986, as amended and in effect from time to time, and any applicable intergovernmental agreements with respect to the foregoing (together with any law implementing such agreements).

21. The payment by the Guarantor of any amount or amounts due the Agent and the Secured Creditors hereunder shall be made in the same currency (the *"relevant currency"*) and funds in which the underlying Indebtedness is payable. To the fullest extent permitted by law, the obligation of the Guarantor in respect of any amount due in the relevant currency under this Guaranty shall, notwithstanding any payment in any other currency (whether pursuant to a judgment or otherwise), be discharged only to the extent of the amount in the relevant currency that the Agent may, in accordance with its normal banking procedures, purchase with the sum paid in such other currency (after any premium and costs of exchange) on the business day immediately following the day on which the Agent receives such payment. If the amount in the relevant currency that may be so purchased for any reason falls short of the amount originally due, the Guarantor shall pay such additional amounts, in the relevant currency, as may be necessary to compensate for the shortfall. Any obligations of the Guarantor not discharged by such payment shall, to the fullest extent permitted by applicable law, be due as a separate and independent obligation and, until discharged as provided herein, shall continue in full force and effect.

22. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF WASHINGTON (without regard to principles of conflicts of laws) and may not be waived, amended, released or otherwise changed except by a writing signed by the Agent. This Guaranty and every part thereof shall be effective upon delivery to the Agent, without further act, condition or acceptance by the Agent, shall be binding upon the Guarantor and upon the heirs, legal representatives, successors and assigns of the Guarantor, and shall inure to the benefit of the Agent, its successors, legal representatives and assigns. The Guarantor waives notice of the Agent's acceptance hereof. This Guaranty may be executed in counterparts and by different parties hereto on separate counterpart signature pages, each of which shall be an original, but all together to be one and the same instrument.

23. THE GUARANTOR HEREBY SUBMITS TO THE JURISDICTION OF ANY LOCAL OR STATE COURT LOCATED IN KING COUNTY, WASHINGTON, FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE GUARANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE GUARANTOR AND THE AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS,

AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS AND INCLUDING THE INTERPRETATION AND ENFORCEMENT OF THIS SECTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

"GUARANTORS"
WHEELER PARK PROPERTIES, LLC, WHEELER CORRIDOR BUSINESS PARK, LLC, AND DVG, LLC (ALL WASHINGTON LIMITED LIABILITY COMPANIES)

By: DocuSigned by: David Baker
91EE9A022491477...

Name: David Baker
Title: Managing Member
I have authority to bind all companies

Accepted and agreed to as of the date first above written.

KW CAPITAL PARTNERS LIMITED, as Agent

Per: DocuSigned by: Sruli Weinreb
24DF458278A2466...

Name: Sruli Weinreb
Title: President

Per: _____

We have authority to bind the Corporation

Address: Suite 201, 10 Wanless Avenue, Toronto, ON M4N 1V6
Attention: Sruli Weinreb
Email for notice: sweinreb@plazacapital.ca

END OF DOCUMENT

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*Guaranty*") is made as of this 8th day of February, 2019, by Elite Ventures Group LLC, a Nevada limited liability company (together with its successors and permitted assigns, the *"Guarantor"*), in favor of KW Capital Partners Limited, a corporation existing pursuant to laws of Ontario, as collateral agent hereunder for the Secured Creditors hereinafter identified and defined (acting as such collateral agent and any successor or successors to it acting in such capacity being hereinafter referred to as the *"Agent"*).

WITNESSETH:

WHEREAS, KW Capital Partners Limited, a Canada corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, the *"Borrower"*) has received signed subscription agreements and issued debentures representing up to $4,000,000 worth of senior secured convertible debentures dated on or about the date hereof, and may enter into various additional secured convertible debentures with holders thereof (collectively, the *"Secured Creditors"*), and all such notes on equal form (other than with respect to dates entered into and principal amount) entered into as of the date hereof, or in the future, as the same may be amended, restated, modified or replaced from the time to time, the *"Debentures"*.

WHEREAS, the Secured Creditors and the Agent have entered into an intercreditor and collateral agency agreement as of the date hereof (*the "Intercreditor and Agency Agreement")* with respect to the Obligations (as therein defined) and security interests granted in favour of the Agent for and on behalf of the Secured Creditors by the Borrower, the Guarantor and each other Person guaranteeing the payment and performance of all indebtedness, obligations and liabilities of the Borrower to the Secured Creditors.

WHEREAS, the Borrower may from time to time be liable to the Secured Creditors with respect to the Obligations.

WHEREAS, the Guarantor is an affiliate of the Borrower, and the Secured Creditors will only subscribe for the Debentures on the condition, among others, that the Guarantor guarantees all indebtedness, obligations and liabilities of the Borrower from time to time owing to the Secured Creditors.

WHEREAS, the Guarantor will directly and indirectly substantially benefit the proceeds raised through the subscription by the Secured Creditors of the Debentures; and

WHEREAS, unless otherwise defined herein or the context otherwise requires, terms used in this Guaranty have the meaning defined in the Intercreditor and Agency Agreement.

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of the subscription by the Secured Creditors of the Debentures, the Guarantor hereby agrees as follows:

1. The Guarantor guarantees the full and prompt payment when due to the Secured Creditors of any and all Obligations and all other indebtedness, obligations and liabilities of every kind and nature of the Borrower, under or pursuant to the terms of the Debentures or any other

Credit Documents to which the Borrower is a party, however evidenced, whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise (including interest accruing at an increased rate after a default by the Borrower and including post-petition interest in a bankruptcy or similar proceeding, whether or not allowed as a claim in such proceeding) (hereinafter all such indebtedness, obligations and liabilities being collectively referred to as the *"Indebtedness"*). Notwithstanding anything in this Guaranty to the contrary, the right of recovery against the Guarantor under this Guaranty shall not exceed $1.00 less than the lowest amount which would render the Guarantor's obligations under this Guaranty void or voidable under applicable law, including fraudulent conveyance law. Guarantor agrees to enter into a separate Security Agreement concurrently with entering into this Agreement, pursuant to which Guarantor grants a security interest in its assets to secure Guarantor's payment and other obligations under this Guaranty.

2. The Guarantor further agrees to pay all reasonable costs and expenses, legal and/or otherwise (including court costs and reasonable attorneys' fees), suffered or incurred by the Agent and the other Secured Creditors in enforcing or endeavoring to enforce this Guaranty, in enforcing or endeavoring to collect the Indebtedness, or any part thereof, and in protecting, defending or enforcing this Guaranty in any litigation, bankruptcy or insolvency proceedings or otherwise.

3. The Guarantor agrees that, upon demand for payment which has been made in writing in accordance with the provisions hereof, the Guarantor will then pay to the Agent on behalf of the Secured Creditors the full amount of the Indebtedness due and payable at such time.

4. The Guarantor agrees that the Guarantor will not exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to the Guarantor against any person liable for payment of the Indebtedness, or as to any security therefor, unless and until the full amount owing to the Agent and the other Secured Creditors of the Indebtedness has been paid and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated. The payment by the Guarantor of any amount or amounts to the Agent or the other Secured Creditors pursuant hereto shall not in any way entitle the Guarantor, either at law, in equity or otherwise, to any right, title or interest (whether by way of subrogation or otherwise) in and to the Indebtedness or any part thereof or any collateral security therefor or any other rights or remedies in any way relating thereto or in and to any amounts theretofore, then or thereafter paid or applicable to the payment thereof howsoever such payment may be made and from whatsoever source such payment may be derived unless and until all of the Indebtedness and all costs and expenses suffered or incurred by the Agent and the Secured Creditors in enforcing this Guaranty have been paid in full and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated and unless and until such payment in full and termination, any payments made by the Guarantor hereunder and any other payments from whatsoever source derived on account of or applicable to the Indebtedness or any part thereof shall be held and taken to be merely payments in gross to the Agent and the other Secured Creditors reducing pro tanto the Indebtedness.

5. To the extent permitted under the Debentures, the holders of the Indebtedness may, without any notice whatsoever to the Guarantor, sell, assign, or transfer all of the Indebtedness, or any part thereof, or grant participations therein, and in that event each and every immediate and successive assignee, transferee, or holder of or participant in all or any part of the Indebtedness, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee, holder or participant, as fully as if such assignee, transferee, holder or participant were herein by name specifically as a Secured Creditor given such rights, powers and benefits; but the Agent shall have an unimpaired right to enforce this Guaranty for the benefit of the Agent or any Secured Creditor or any such participant.

6. This Guaranty is a continuing, absolute and unconditional Guaranty, and shall remain in full force and effect until any and all of the Indebtedness created or existing shall be fully paid and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated. This is a guaranty of payment and not of collection, and in case the Borrower fails to pay any Indebtedness when due, the Guarantor agrees to make such payment or to cause such payment to be made punctually as and when the same shall become due and payable, whether at stated maturity, by acceleration or otherwise, and as if such payment were made by the Borrower. The dissolution of the Guarantor shall not terminate this Guaranty until notice of such dissolution shall have been actually received by the Agent, nor until all of the Indebtedness, created or existing or committed to be extended in each case before receipt of such notice shall be fully paid. The Agent may at any time or from time to time release the Guarantor from its obligations hereunder or effect any compromise with the Guarantor. Neither the Agent nor any Secured Creditor shall have any obligation or duty (and the Guarantor hereby waives any such obligation or duty) to disclose to the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower now or hereafter known to the Agent or any Secured Creditor.

7. Upon the occurrence of an Event of Default, all of the Indebtedness which is then existing shall, at the option of the Agent, immediately become due or accrued and payable from the Guarantor. All dividends or other payments received from the Borrower or on account of the Indebtedness from whatsoever source, shall be taken and applied to the Indebtedness as required in accordance with the Intercreditor and Agency Agreement, and this Guaranty shall apply to and secure any ultimate balance that shall remain owing to the Agent and the other Secured Creditors.

8. The liability hereunder shall in no way be affected or impaired by (and the Agent and. subject to the terms of the Intercreditor and Agency Agreement, any Secured Creditor are hereby expressly authorized to make from time to time, without notice to anyone), any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or other disposition of any of the Indebtedness, either express or implied, or of any contract or contracts evidencing any thereof, or of any security or collateral therefor or any guaranty thereof. The liability hereunder shall in no way be affected or impaired by any acceptance by the Agent or any Secured Creditor of any security for or other guarantors upon any of the Indebtedness, or by any failure, neglect or omission on the part of the Agent or any Secured Creditor to realize upon or protect any of the Indebtedness, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, creditors or property of said Borrower possessed by the Agent or any Secured Creditor toward the

liquidation of the Indebtedness, or by any application of payments or credits thereon. Subject to the terms of the Intercreditor and Agency Agreement, the Agent and each Secured Creditor shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness, or any part of same. In order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the Agent or any Secured Creditor at any time to resort for payment to the Borrower, or to any other person or corporations, their properties or estate, or resort to any collateral, security, property, liens or other rights or remedies whatsoever, and the Agent and each Secured Creditor shall have the right to enforce this Guaranty irrespective of whether or not other proceedings or steps are pending seeking resort to or realization upon or from any of the foregoing.

9. *Reserved.*

10. All diligence in collection or protection, and all presentment, demand, protest and/or notice, as to any and everyone, whether or not the Borrower or the Guarantor or others, of dishonor and of default and of non-payment and of the creation and existence of any and all of the Indebtedness, and of any security and collateral therefor, and of the acceptance of this Guaranty, and of any and all extensions of credit and indulgence hereunder, are expressly waived to the extent permitted by applicable law.

11. No act of commission or omission of any kind, or at any time, upon the part of the Agent in respect to any matter whatsoever, shall in any way affect or impair this Guaranty.

12. To the extent permitted by applicable law, the Guarantor waives any and all defenses, claims and discharges of the Borrower, or any other obligor, pertaining to the Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Agent or the Secured Creditors any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, antideficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to the Borrower or any other person liable in respect of any of the Indebtedness, or any set-off available against the Agent or the Secured Creditors to the Borrower or any such other person, whether or not on account of a related transaction. The Guarantor agrees that the Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

13. If any payment applied by the Agent and the other Secured Creditors to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of the Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such of the Indebtedness as fully as if such application had never been made.

14. The liability of the Guarantor under this Guaranty is in addition to and shall be cumulative with all other liabilities of the Guarantor after the date hereof to the Agent and the other

Secured Creditors, as the Guarantor of the Indebtedness, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

15. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and applications hereof, and to this end the provisions of this Guaranty are declared to be severable. Without limiting the generality of the foregoing, any invalidity or unenforceability against the Guarantor of any provision or application of the Guaranty shall not affect the validity or enforceability of the other provisions or application of this Guaranty as against the Guarantor.

16. Without prejudice to any other method of giving notice, all communications provided for or permitted hereunder shall be in writing and delivered to the addressee by prepaid private courier or sent by facsimile to the applicable address and to the attention of the officer of the addressee as set forth on the appropriate signature page hereof. Any communication transmitted by prepaid private courier shall be deemed to have been validly and effectively given or delivered on the Business Day after which it is submitted for delivery. Any communication transmitted by facsimile shall be deemed to have been validly and effectively given or delivered on the day on which it is transmitted, if transmitted on a Business Day on or before 5:00 p.m. (local time of the intended recipient), and otherwise on the next following Business Day. Any party may change its address for service by notice given in the foregoing manner.

17. Any indebtedness of the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness now or hereafter owed to the Guarantor is hereby subordinated to the Indebtedness. Any payments in respect of such indebtedness owed to the Guarantor shall, if the Agent so requests, be received in trust by the Guarantor for the Agent and the Secured Creditors and be paid over to the Agent for the benefit of the Agent and the other Secured Creditors on account of the Indebtedness but without reducing or affecting in any manner the remaining liability of the Guarantor set forth herein. Should the Guarantor fail to collect the proceeds of any such indebtedness owed to it when due and payable and pay the proceeds to the Agent on behalf of the Secured Creditors, the Agent, as the Guarantor's attorney-in-fact, may do such acts and sign such documents in the Guarantor's name as the Agent considers necessary to effect such collection, and the Guarantor hereby appoints the Agent as the Guarantor's attorney-in-fact for such purposes.

18. The Guarantor agrees that, to the extent the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness makes a payment or payments to, or is credited for any payment or payments made for or on behalf of the Borrower to the Agent, which payment or payments, or any part thereof, is subsequently invalidated, determined to be fraudulent or preferential, set aside or required to be repaid to any trustee, receiver, assignee or any other party whether under any bankruptcy, state or federal law or under any common law or equitable cause or otherwise, then, to the extent thereof, the obligation or part thereof intended to be satisfied thereby shall be revived, reinstated and continued in full force and effect as if such payment or payments had not originally been made or credited.

19. The Guarantor's obligations hereunder are independent of the obligations of the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness

and a separate action or actions may be brought and prosecuted against the Guarantor on any Indebtedness.

20. All payments to be made by the Guarantor hereunder shall be made in the same currency and funds in which the underlying Indebtedness is payable at the principal office of the Agent at Suite 201, 10 Wanless Avenue, Toronto, ON M4N 1V6, Attention: Sruli Weinreb (or at such other place for the account of the Agent as it may from time to time specify to the Guarantor) in immediately available and freely transferable funds at the place of payment, all such payments to be paid without set-off, counterclaim or reduction and without deduction for, and free from, any and all present or future taxes, levies, imposts, duties, fees, charges, deductions, withholding (except to the extent required by law) or liabilities with respect thereto or any restrictions or conditions of any nature (collectively, "Taxes"), except in each case, to the extent any such Tax constitutes an Excluded Tax. If the Guarantor is required by law to make any deduction or withholding on account of any such Tax that is not an Excluded Tax or other withholding or deduction from any sum payable by the Guarantor hereunder, the Guarantor shall pay any such Tax that is not an Excluded Tax or other withholding or deduction and shall pay such additional amount necessary to ensure that, after making any payment, deduction or withholding, the Agent and the Secured Creditors shall receive and retain (free of any liability in respect of any payment, deduction or withholding) a net sum equal to what it would have received and so retained hereunder had no such deduction, withholding or payment been required to have been made. As used herein, "Excluded Taxes" means (a) Taxes imposed on or measured by Agent's or any Secured Party's net income, franchise taxes, branch profits taxes and alternative minimum taxes, in each case imposed by the jurisdiction (or any political subdivision thereof) under which Agent or such Secured Party (i) is organized, or in which its principal office or applicable lending office is located, or (ii) has a present or former connection (other than a connection resulting from entering into any of the Credit Documents, receiving any payment thereunder, or taking any action thereunder) ("Other Connection Taxes"), (B) any Taxes to the extent imposed on the amounts payable to such Secured Party or Agent at the time such Secured Party or Agent acquires its rights in the applicable Debenture or the Credit Documents or changes its lending office, unless in the case of an assignee, the applicable assigning person would have been entitled to receive additional amounts with respect to such Taxes at the time of such assignment or, in the case of a change in lending office, such Secured Party would have been entitled to receive additional amounts with respect to such Taxes immediately before it changed its lending office, (C) any United States federal withholding Taxes or deductions imposed under FATCA, or (D) any United States federal withholding Taxes that would not have been imposed but for such recipient's failure to provide the Guarantor (prior to the making of any demand for payment hereunder and thereafter upon any expiration thereof or following a written request by the Guarantor) with the relevant forms that are prescribed by the United States Internal Revenue Service (including but not limited to IRS Forms W-9, W-8BEN and W-8IMY, as applicable) to be filed or received or retained by such recipient to avoid or reduce such deduction or withholding (including any refilings or renewals of filings that may from time to time be required), provided that the filing of such forms (other than IRS Form W-9, W-8BEN or W-8IMY, to the extent such recipient is legally entitled to deliver such form) would not (in such recipient's reasonable judgment) impose any unreasonable burden (in time, resources or otherwise) on such recipient or result in any confidential or proprietary income tax return information being revealed, either directly or indirectly, to any person and such failure could have been lawfully avoided by such recipient, and provided further that such recipient shall be deemed to have satisfied the requirements to provide forms upon the good faith completion and

submission of such forms (including refilings or renewals of filings) as may be specified in a written request of the Guarantor no later than 60 days after receipt by such recipient of such written request (accompanied by copies of such forms and related instructions, if any. As used herein, "FATCA" means Sections 1471 through 1474 of the United States Internal Revenue Code of 1986 as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any applicable agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code of 1986, as amended and in effect from time to time, and any applicable intergovernmental agreements with respect to the foregoing (together with any law implementing such agreements).

21. The payment by the Guarantor of any amount or amounts due the Agent and the Secured Creditors hereunder shall be made in the same currency (the *"relevant currency"*) and funds in which the underlying Indebtedness is payable. To the fullest extent permitted by law, the obligation of the Guarantor in respect of any amount due in the relevant currency under this Guaranty shall, notwithstanding any payment in any other currency (whether pursuant to a judgment or otherwise), be discharged only to the extent of the amount in the relevant currency that the Agent may, in accordance with its normal banking procedures, purchase with the sum paid in such other currency (after any premium and costs of exchange) on the business day immediately following the day on which the Agent receives such payment. If the amount in the relevant currency that may be so purchased for any reason falls short of the amount originally due, the Guarantor shall pay such additional amounts, in the relevant currency, as may be necessary to compensate for the shortfall. Any obligations of the Guarantor not discharged by such payment shall, to the fullest extent permitted by applicable law, be due as a separate and independent obligation and, until discharged as provided herein, shall continue in full force and effect.

22. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF NEVADA (without regard to principles of conflicts of laws) and may not be waived, amended, released or otherwise changed except by a writing signed by the Agent. This Guaranty and every part thereof shall be effective upon delivery to the Agent, without further act, condition or acceptance by the Agent, shall be binding upon the Guarantor and upon the heirs, legal representatives, successors and assigns of the Guarantor, and shall inure to the benefit of the Agent, its successors, legal representatives and assigns. The Guarantor waives notice of the Agent's acceptance hereof. This Guaranty may be executed in counterparts and by different parties hereto on separate counterpart signature pages, each of which shall be an original, but all together to be one and the same instrument.

23. THE GUARANTOR HEREBY SUBMITS TO THE JURISDICTION OF ANY LOCAL OR STATE COURT LOCATED IN CLARK COUNTY, NEVADA, FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE GUARANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE GUARANTOR AND THE AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON

LAW OR STATUTORY CLAIMS AND INCLUDING THE INTERPRETATION AND ENFORCEMENT OF THIS SECTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

ELITE VENTURES GROUP LLC,
as Guarantor

Per: David Baker

Name: David Baker
Title: Manager
I have authority to bind the company

Address: 11814 NE Debonair Rd Moses Lake WA 98837

Attention: [ ]

Email for notice: [ ]

Accepted and agreed to as of the date first above written.

KW CAPITAL PARTNERS LIMITED,
as Agent

Per: _____

Name: Sruli Weinreb
Title: President
I have authority to bind the Corporation

Address: Suite 201 - 10 Wanless Avenue
Toronto, ON M4N 1V6

Attention: Sruli Weinreb

Email for notice: sweinreb@plazacapital.ca

END OF DOCUMENT

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*Guaranty*") is made as of this 8th day of February, 2019, by Humboldt Holdings, LLC, a California limited liability company (together with its successors and permitted assigns, the *"Guarantor"*) in favor of KW Capital Partners Limited, a corporation existing pursuant to laws of Ontario, as collateral agent hereunder for the Secured Creditors hereinafter identified and defined (acting as such collateral agent and any successor or successors to it acting in such capacity being hereinafter referred to as the *"Agent"*).

WITNESSETH:

WHEREAS, KW Capital Partners Limited, a Canada corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, the *"Borrower"*) has received signed subscription agreements and issued debentures representing up to $3,925,000 worth of senior secured convertible debentures dated on or about the date hereof, and may enter into various additional secured convertible debentures with holders thereof (collectively, the *"Secured Creditors"*), and all such notes on equal form (other than with respect to dates entered into and principal amount) entered into as of the date hereof, or in the future, as the same may be amended, restated, modified or replaced from the time to time, the *"Debentures"*.

WHEREAS, the Secured Creditors and the Agent have entered into an intercreditor and collateral agency agreement as of the date hereof (*the "Intercreditor and Agency Agreement")* with respect to the Obligations (as therein defined) and security interests granted in favour of the Agent for and on behalf of the Secured Creditors by the Borrower, the Guarantor and each other Person guaranteeing the payment and performance of all indebtedness, obligations and liabilities of the Borrower to the Secured Creditors.

WHEREAS, the Borrower may from time to time be liable to the Secured Creditors with respect to the Obligations.

WHEREAS, the Guarantor is an affiliate of the Borrower, and the Secured Creditors will only subscribe for the Debentures on the condition, among others, that the Guarantor guarantees all indebtedness, obligations and liabilities of the Borrower from time to time owing to the Secured Creditors.

WHEREAS, the Guarantor will directly and indirectly substantially benefit the proceeds raised through the subscription by the Secured Creditors of the Debentures; and

WHEREAS, unless otherwise defined herein or the context otherwise requires, terms used in this Guaranty have the meaning defined in the Intercreditor and Agency Agreement.

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of the subscription by the Secured Creditors of the Debentures, the Guarantor hereby agrees as follows:

1. The Guarantor guarantees the full and prompt payment when due to the Secured Creditors of any and all Obligations and all other indebtedness, obligations and liabilities of every kind and nature of the Borrower, under or pursuant to the terms of the Debentures or any other

Credit Documents to which the Borrower is a party, however evidenced, whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise (including interest accruing at an increased rate after a default by the Borrower and including post-petition interest in a bankruptcy or similar proceeding, whether or not allowed as a claim in such proceeding) (hereinafter all such indebtedness, obligations and liabilities being collectively referred to as the *"Indebtedness"*). Notwithstanding anything in this Guaranty to the contrary, the right of recovery against the Guarantor under this Guaranty shall not exceed $1.00 less than the lowest amount which would render the Guarantor's obligations under this Guaranty void or voidable under applicable law, including fraudulent conveyance law. Guarantor agrees to enter into a separate Security Agreement concurrently with entering into this Agreement, pursuant to which Guarantor grants a security interest in its assets to secure Guarantor's payment and other obligations under this Guaranty.

2. The Guarantor further agrees to pay all reasonable costs and expenses, legal and/or otherwise (including court costs and reasonable attorneys' fees), suffered or incurred by the Agent and the other Secured Creditors in enforcing or endeavoring to enforce this Guaranty, in enforcing or endeavoring to collect the Indebtedness, or any part thereof, and in protecting, defending or enforcing this Guaranty in any litigation, bankruptcy or insolvency proceedings or otherwise.

3. The Guarantor agrees that, upon demand for payment which has been made in writing in accordance with the provisions hereof, the Guarantor will then pay to the Agent on behalf of the Secured Creditors the full amount of the Indebtedness due and payable at such time.

4. The Guarantor agrees that the Guarantor will not exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to the Guarantor against any person liable for payment of the Indebtedness, or as to any security therefor, unless and until the full amount owing to the Agent and the other Secured Creditors of the Indebtedness has been paid and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated. The payment by the Guarantor of any amount or amounts to the Agent or the other Secured Creditors pursuant hereto shall not in any way entitle the Guarantor, either at law, in equity or otherwise, to any right, title or interest (whether by way of subrogation or otherwise) in and to the Indebtedness or any part thereof or any collateral security therefor or any other rights or remedies in any way relating thereto or in and to any amounts theretofore, then or thereafter paid or applicable to the payment thereof howsoever such payment may be made and from whatsoever source such payment may be derived unless and until all of the Indebtedness and all costs and expenses suffered or incurred by the Agent and the Secured Creditors in enforcing this Guaranty have been paid in full and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated and unless and until such payment in full and termination, any payments made by the Guarantor hereunder and any other payments from whatsoever source derived on account of or applicable to the Indebtedness or any part thereof shall be held and taken to be merely payments in gross to the Agent and the other Secured Creditors reducing pro tanto the Indebtedness.

5. To the extent permitted under the Debentures, the holders of the Indebtedness may, without any notice whatsoever to the Guarantor, sell, assign, or transfer all of the Indebtedness, or any part thereof, or grant participations therein, and in that event each and every immediate and successive assignee, transferee, or holder of or participant in all or any part of the Indebtedness, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee, holder or participant, as fully as if such assignee, transferee, holder or participant were herein by name specifically as a Secured Creditor given such rights, powers and benefits; but the Agent shall have an unimpaired right to enforce this Guaranty for the benefit of the Agent or any Secured Creditor or any such participant.

6. This Guaranty is a continuing, absolute and unconditional Guaranty, and shall remain in full force and effect until any and all of the Indebtedness created or existing shall be fully paid and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated. This is a guaranty of payment and not of collection, and in case the Borrower fails to pay any Indebtedness when due, the Guarantor agrees to make such payment or to cause such payment to be made punctually as and when the same shall become due and payable, whether at stated maturity, by acceleration or otherwise, and as if such payment were made by the Borrower. The dissolution of the Guarantor shall not terminate this Guaranty until notice of such dissolution shall have been actually received by the Agent, nor until all of the Indebtedness, created or existing or committed to be extended in each case before receipt of such notice shall be fully paid. The Agent may at any time or from time to time release the Guarantor from its obligations hereunder or effect any compromise with the Guarantor. Neither the Agent nor any Secured Creditor shall have any obligation or duty (and the Guarantor hereby waives any such obligation or duty) to disclose to the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower now or hereafter known to the Agent or any Secured Creditor.

7. Upon the occurrence of an Event of Default, all of the Indebtedness which is then existing shall, at the option of the Agent, immediately become due or accrued and payable from the Guarantor. All dividends or other payments received from the Borrower or on account of the Indebtedness from whatsoever source, shall be taken and applied to the Indebtedness as required in accordance with the Intercreditor and Agency Agreement, and this Guaranty shall apply to and secure any ultimate balance that shall remain owing to the Agent and the other Secured Creditors.

8. The liability hereunder shall in no way be affected or impaired by (and the Agent and. subject to the terms of the Intercreditor and Agency Agreement, any Secured Creditor are hereby expressly authorized to make from time to time, without notice to anyone), any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or other disposition of any of the Indebtedness, either express or implied, or of any contract or contracts evidencing any thereof, or of any security or collateral therefor or any guaranty thereof. The liability hereunder shall in no way be affected or impaired by any acceptance by the Agent or any Secured Creditor of any security for or other guarantors upon any of the Indebtedness, or by any failure, neglect or omission on the part of the Agent or any Secured Creditor to realize upon or protect any of the Indebtedness, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, creditors or property of said Borrower possessed by the Agent or any Secured Creditor toward the

liquidation of the Indebtedness, or by any application of payments or credits thereon. Subject to the terms of the Intercreditor and Agency Agreement, the Agent and each Secured Creditor shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness, or any part of same. In order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the Agent or any Secured Creditor at any time to resort for payment to the Borrower, or to any other person or corporations, their properties or estate, or resort to any collateral, security, property, liens or other rights or remedies whatsoever, and the Agent and each Secured Creditor shall have the right to enforce this Guaranty irrespective of whether or not other proceedings or steps are pending seeking resort to or realization upon or from any of the foregoing.

9. *Reserved.*

10. All diligence in collection or protection, and all presentment, demand, protest and/or notice, as to any and everyone, whether or not the Borrower or the Guarantor or others, of dishonor and of default and of non-payment and of the creation and existence of any and all of the Indebtedness, and of any security and collateral therefor, and of the acceptance of this Guaranty, and of any and all extensions of credit and indulgence hereunder, are expressly waived to the extent permitted by applicable law.

11. No act of commission or omission of any kind, or at any time, upon the part of the Agent in respect to any matter whatsoever, shall in any way affect or impair this Guaranty.

12. To the extent permitted by applicable law, the Guarantor waives any and all defenses, claims and discharges of the Borrower, or any other obligor, pertaining to the Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Agent or the Secured Creditors any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, antideficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to the Borrower or any other person liable in respect of any of the Indebtedness, or any set-off available against the Agent or the Secured Creditors to the Borrower or any such other person, whether or not on account of a related transaction. The Guarantor agrees that the Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

13. If any payment applied by the Agent and the other Secured Creditors to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of the Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such of the Indebtedness as fully as if such application had never been made.

14. The liability of the Guarantor under this Guaranty is in addition to and shall be cumulative with all other liabilities of the Guarantor after the date hereof to the Agent and the other

Secured Creditors, as the Guarantor of the Indebtedness, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

15. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and applications hereof, and to this end the provisions of this Guaranty are declared to be severable. Without limiting the generality of the foregoing, any invalidity or unenforceability against the Guarantor of any provision or application of the Guaranty shall not affect the validity or enforceability of the other provisions or application of this Guaranty as against the Guarantor.

16. Without prejudice to any other method of giving notice, all communications provided for or permitted hereunder shall be in writing and delivered to the addressee by prepaid private courier or sent by facsimile to the applicable address and to the attention of the officer of the addressee as set forth on the appropriate signature page hereof. Any communication transmitted by prepaid private courier shall be deemed to have been validly and effectively given or delivered on the Business Day after which it is submitted for delivery. Any communication transmitted by facsimile shall be deemed to have been validly and effectively given or delivered on the day on which it is transmitted, if transmitted on a Business Day on or before 5:00 p.m. (local time of the intended recipient), and otherwise on the next following Business Day. Any party may change its address for service by notice given in the foregoing manner.

17. Any indebtedness of the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness now or hereafter owed to the Guarantor is hereby subordinated to the Indebtedness. Any payments in respect of such indebtedness owed to the Guarantor shall, if the Agent so requests, be received in trust by the Guarantor for the Agent and the Secured Creditors and be paid over to the Agent for the benefit of the Agent and the other Secured Creditors on account of the Indebtedness but without reducing or affecting in any manner the remaining liability of the Guarantor set forth herein. Should the Guarantor fail to collect the proceeds of any such indebtedness owed to it when due and payable and pay the proceeds to the Agent on behalf of the Secured Creditors, the Agent, as the Guarantor's attorney-in-fact, may do such acts and sign such documents in the Guarantor's name as the Agent considers necessary to effect such collection, and the Guarantor hereby appoints the Agent as the Guarantor's attorney-in-fact for such purposes.

18. The Guarantor agrees that, to the extent the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness makes a payment or payments to, or is credited for any payment or payments made for or on behalf of the Borrower to the Agent, which payment or payments, or any part thereof, is subsequently invalidated, determined to be fraudulent or preferential, set aside or required to be repaid to any trustee, receiver, assignee or any other party whether under any bankruptcy, state or federal law or under any common law or equitable cause or otherwise, then, to the extent thereof, the obligation or part thereof intended to be satisfied thereby shall be revived, reinstated and continued in full force and effect as if such payment or payments had not originally been made or credited.

19. The Guarantor's obligations hereunder are independent of the obligations of the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness

and a separate action or actions may be brought and prosecuted against the Guarantor on any Indebtedness.

20. All payments to be made by the Guarantor hereunder shall be made in the same currency and funds in which the underlying Indebtedness is payable at the principal office of the Agent at Suite 201, 10 Wanless Avenue, Toronto, ON M4N 1V6, Attention: Sruli Weinreb (or at such other place for the account of the Agent as it may from time to time specify to the Guarantor) in immediately available and freely transferable funds at the place of payment, all such payments to be paid without set-off, counterclaim or reduction and without deduction for, and free from, any and all present or future taxes, levies, imposts, duties, fees, charges, deductions, withholding (except to the extent required by law) or liabilities with respect thereto or any restrictions or conditions of any nature (collectively, "Taxes"), except in each case, to the extent any such Tax constitutes an Excluded Tax. If the Guarantor is required by law to make any deduction or withholding on account of any such Tax that is not an Excluded Tax or other withholding or deduction from any sum payable by the Guarantor hereunder, the Guarantor shall pay any such Tax that is not an Excluded Tax or other withholding or deduction and shall pay such additional amount necessary to ensure that, after making any payment, deduction or withholding, the Agent and the Secured Creditors shall receive and retain (free of any liability in respect of any payment, deduction or withholding) a net sum equal to what it would have received and so retained hereunder had no such deduction, withholding or payment been required to have been made. As used herein, "Excluded Taxes" means (a) Taxes imposed on or measured by Agent's or any Secured Party's net income, franchise taxes, branch profits taxes and alternative minimum taxes, in each case imposed by the jurisdiction (or any political subdivision thereof) under which Agent or such Secured Party (i) is organized, or in which its principal office or applicable lending office is located, or (ii) has a present or former connection (other than a connection resulting from entering into any of the Credit Documents, receiving any payment thereunder, or taking any action thereunder) ("Other Connection Taxes"), (B) any Taxes to the extent imposed on the amounts payable to such Secured Party or Agent at the time such Secured Party or Agent acquires its rights in the applicable Debenture or the Credit Documents or changes its lending office, unless in the case of an assignee, the applicable assigning person would have been entitled to receive additional amounts with respect to such Taxes at the time of such assignment or, in the case of a change in lending office, such Secured Party would have been entitled to receive additional amounts with respect to such Taxes immediately before it changed its lending office, (C) any United States federal withholding Taxes or deductions imposed under FATCA, or (D) any United States federal withholding Taxes that would not have been imposed but for such recipient's failure to provide the Guarantor (prior to the making of any demand for payment hereunder and thereafter upon any expiration thereof or following a written request by the Guarantor) with the relevant forms that are prescribed by the United States Internal Revenue Service (including but not limited to IRS Forms W-9, W-8BEN and W-8IMY, as applicable) to be filed or received or retained by such recipient to avoid or reduce such deduction or withholding (including any refilings or renewals of filings that may from time to time be required), provided that the filing of such forms (other than IRS Form W-9, W-8BEN or W-8IMY, to the extent such recipient is legally entitled to deliver such form) would not (in such recipient's reasonable judgment) impose any unreasonable burden (in time, resources or otherwise) on such recipient or result in any confidential or proprietary income tax return information being revealed, either directly or indirectly, to any person and such failure could have been lawfully avoided by such recipient, and provided further that such recipient shall be deemed to have satisfied the requirements to provide forms upon the good faith completion and

submission of such forms (including refilings or renewals of filings) as may be specified in a written request of the Guarantor no later than 60 days after receipt by such recipient of such written request (accompanied by copies of such forms and related instructions, if any. As used herein, "FATCA" means Sections 1471 through 1474 of the United States Internal Revenue Code of 1986 as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any applicable agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code of 1986, as amended and in effect from time to time, and any applicable intergovernmental agreements with respect to the foregoing (together with any law implementing such agreements).

21. The payment by the Guarantor of any amount or amounts due the Agent and the Secured Creditors hereunder shall be made in the same currency (the *"relevant currency"*) and funds in which the underlying Indebtedness is payable. To the fullest extent permitted by law, the obligation of the Guarantor in respect of any amount due in the relevant currency under this Guaranty shall, notwithstanding any payment in any other currency (whether pursuant to a judgment or otherwise), be discharged only to the extent of the amount in the relevant currency that the Agent may, in accordance with its normal banking procedures, purchase with the sum paid in such other currency (after any premium and costs of exchange) on the business day immediately following the day on which the Agent receives such payment. If the amount in the relevant currency that may be so purchased for any reason falls short of the amount originally due, the Guarantor shall pay such additional amounts, in the relevant currency, as may be necessary to compensate for the shortfall. Any obligations of the Guarantor not discharged by such payment shall, to the fullest extent permitted by applicable law, be due as a separate and independent obligation and, until discharged as provided herein, shall continue in full force and effect.

22. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF CALIFORNIA (without regard to principles of conflicts of laws) and may not be waived, amended, released or otherwise changed except by a writing signed by the Agent. This Guaranty and every part thereof shall be effective upon delivery to the Agent, without further act, condition or acceptance by the Agent, shall be binding upon the Guarantor and upon the heirs, legal representatives, successors and assigns of the Guarantor, and shall inure to the benefit of the Agent, its successors, legal representatives and assigns. The Guarantor waives notice of the Agent's acceptance hereof. This Guaranty may be executed in counterparts and by different parties hereto on separate counterpart signature pages, each of which shall be an original, but all together to be one and the same instrument.

23. THE GUARANTOR HEREBY SUBMITS TO THE JURISDICTION OF ANY LOCAL OR STATE COURT LOCATED IN SHASTA COUNTY, CALIFORNIA, FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE GUARANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE GUARANTOR AND THE AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS,

AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS AND INCLUDING THE INTERPRETATION AND ENFORCEMENT OF THIS SECTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

HUMBOLDT HOLDINGS, LLC,
as Guarantor

Per: DocuSigned by: David Baker 91EE9A022491477...

Name: David Baker
Title: Manager
I have authority to bind the company

Address: 1267 Willis St Suite 200, Redding, CA 96001

Attention: David Baker

Email for notice: david@kettle-river.com

Accepted and agreed to as of the date first above written.

KW CAPITAL PARTNERS LIMITED,
as Agent

Per: _____

Name: Sruli Weinreb
Title: President
I have authority to bind the Corporation

Address: Suite 201 - 10 Wanless Avenue
Toronto, ON M4N 1V6

Attention: Sruli Weinreb

Email for notice: sweinreb@plazacapital.ca

END OF DOCUMENT

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*Guaranty*") is made as of this 8th day of February, 2019, by Ocean Green Management LLC, a California limited liability company (together with its successors and permitted assigns, the *"Guarantor"*) in favor of KW Capital Partners Limited, a corporation existing pursuant to laws of Ontario, as collateral agent hereunder for the Secured Creditors hereinafter identified and defined (acting as such collateral agent and any successor or successors to it acting in such capacity being hereinafter referred to as the *"Agent"*).

WITNESSETH:

WHEREAS, KW Capital Partners Limited, a Canada corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, the *"Borrower"*) has received signed subscription agreements and issued debentures representing up to $3,925,000 worth of senior secured convertible debentures dated on or about the date hereof, and may enter into various additional secured convertible debentures with holders thereof (collectively, the *"Secured Creditors"*), and all such notes on equal form (other than with respect to dates entered into and principal amount) entered into as of the date hereof, or in the future, as the same may be amended, restated, modified or replaced from the time to time, the *"Debentures"*.

WHEREAS, the Secured Creditors and the Agent have entered into an intercreditor and collateral agency agreement as of the date hereof (*the "Intercreditor and Agency Agreement")* with respect to the Obligations (as therein defined) and security interests granted in favour of the Agent for and on behalf of the Secured Creditors by the Borrower, the Guarantor and each other Person guaranteeing the payment and performance of all indebtedness, obligations and liabilities of the Borrower to the Secured Creditors.

WHEREAS, the Borrower may from time to time be liable to the Secured Creditors with respect to the Obligations.

WHEREAS, the Guarantor is an affiliate of the Borrower, and the Secured Creditors will only subscribe for the Debentures on the condition, among others, that the Guarantor guarantees all indebtedness, obligations and liabilities of the Borrower from time to time owing to the Secured Creditors.

WHEREAS, the Guarantor will directly and indirectly substantially benefit the proceeds raised through the subscription by the Secured Creditors of the Debentures; and

WHEREAS, unless otherwise defined herein or the context otherwise requires, terms used in this Guaranty have the meaning defined in the Intercreditor and Agency Agreement.

NOW, THEREFORE, FOR VALUE RECEIVED, and in consideration of the subscription by the Secured Creditors of the Debentures, the Guarantor hereby agrees as follows:

1. The Guarantor guarantees the full and prompt payment when due to the Secured Creditors of any and all Obligations and all other indebtedness, obligations and liabilities of every kind and nature of the Borrower, under or pursuant to the terms of the Debentures or any other

Credit Documents to which the Borrower is a party, however evidenced, whether now existing or hereafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise (including interest accruing at an increased rate after a default by the Borrower and including post-petition interest in a bankruptcy or similar proceeding, whether or not allowed as a claim in such proceeding) (hereinafter all such indebtedness, obligations and liabilities being collectively referred to as the *"Indebtedness"*). Notwithstanding anything in this Guaranty to the contrary, the right of recovery against the Guarantor under this Guaranty shall not exceed $1.00 less than the lowest amount which would render the Guarantor's obligations under this Guaranty void or voidable under applicable law, including fraudulent conveyance law. Guarantor agrees to enter into a separate Security Agreement concurrently with entering into this Agreement, pursuant to which Guarantor grants a security interest in its assets to secure Guarantor's payment and other obligations under this Guaranty.

2. The Guarantor further agrees to pay all reasonable costs and expenses, legal and/or otherwise (including court costs and reasonable attorneys' fees), suffered or incurred by the Agent and the other Secured Creditors in enforcing or endeavoring to enforce this Guaranty, in enforcing or endeavoring to collect the Indebtedness, or any part thereof, and in protecting, defending or enforcing this Guaranty in any litigation, bankruptcy or insolvency proceedings or otherwise.

3. The Guarantor agrees that, upon demand for payment which has been made in writing in accordance with the provisions hereof, the Guarantor will then pay to the Agent on behalf of the Secured Creditors the full amount of the Indebtedness due and payable at such time.

4. The Guarantor agrees that the Guarantor will not exercise or enforce any right of exoneration, contribution, reimbursement, recourse or subrogation available to the Guarantor against any person liable for payment of the Indebtedness, or as to any security therefor, unless and until the full amount owing to the Agent and the other Secured Creditors of the Indebtedness has been paid and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated. The payment by the Guarantor of any amount or amounts to the Agent or the other Secured Creditors pursuant hereto shall not in any way entitle the Guarantor, either at law, in equity or otherwise, to any right, title or interest (whether by way of subrogation or otherwise) in and to the Indebtedness or any part thereof or any collateral security therefor or any other rights or remedies in any way relating thereto or in and to any amounts theretofore, then or thereafter paid or applicable to the payment thereof howsoever such payment may be made and from whatsoever source such payment may be derived unless and until all of the Indebtedness and all costs and expenses suffered or incurred by the Agent and the Secured Creditors in enforcing this Guaranty have been paid in full and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated and unless and until such payment in full and termination, any payments made by the Guarantor hereunder and any other payments from whatsoever source derived on account of or applicable to the Indebtedness or any part thereof shall be held and taken to be merely payments in gross to the Agent and the other Secured Creditors reducing pro tanto the Indebtedness.

5. To the extent permitted under the Debentures, the holders of the Indebtedness may, without any notice whatsoever to the Guarantor, sell, assign, or transfer all of the Indebtedness, or any part thereof, or grant participations therein, and in that event each and every immediate and successive assignee, transferee, or holder of or participant in all or any part of the Indebtedness, shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee, holder or participant, as fully as if such assignee, transferee, holder or participant were herein by name specifically as a Secured Creditor given such rights, powers and benefits; but the Agent shall have an unimpaired right to enforce this Guaranty for the benefit of the Agent or any Secured Creditor or any such participant.

6. This Guaranty is a continuing, absolute and unconditional Guaranty, and shall remain in full force and effect until any and all of the Indebtedness created or existing shall be fully paid and all commitments, if any, of the Agent and the other Secured Creditors to extend credit to or for the account of the Borrower which, when made, would constitute Indebtedness shall have terminated. This is a guaranty of payment and not of collection, and in case the Borrower fails to pay any Indebtedness when due, the Guarantor agrees to make such payment or to cause such payment to be made punctually as and when the same shall become due and payable, whether at stated maturity, by acceleration or otherwise, and as if such payment were made by the Borrower. The dissolution of the Guarantor shall not terminate this Guaranty until notice of such dissolution shall have been actually received by the Agent, nor until all of the Indebtedness, created or existing or committed to be extended in each case before receipt of such notice shall be fully paid. The Agent may at any time or from time to time release the Guarantor from its obligations hereunder or effect any compromise with the Guarantor. Neither the Agent nor any Secured Creditor shall have any obligation or duty (and the Guarantor hereby waives any such obligation or duty) to disclose to the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower now or hereafter known to the Agent or any Secured Creditor.

7. Upon the occurrence of an Event of Default, all of the Indebtedness which is then existing shall, at the option of the Agent, immediately become due or accrued and payable from the Guarantor. All dividends or other payments received from the Borrower or on account of the Indebtedness from whatsoever source, shall be taken and applied to the Indebtedness as required in accordance with the Intercreditor and Agency Agreement, and this Guaranty shall apply to and secure any ultimate balance that shall remain owing to the Agent and the other Secured Creditors.

8. The liability hereunder shall in no way be affected or impaired by (and the Agent and. subject to the terms of the Intercreditor and Agency Agreement, any Secured Creditor are hereby expressly authorized to make from time to time, without notice to anyone), any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or other disposition of any of the Indebtedness, either express or implied, or of any contract or contracts evidencing any thereof, or of any security or collateral therefor or any guaranty thereof. The liability hereunder shall in no way be affected or impaired by any acceptance by the Agent or any Secured Creditor of any security for or other guarantors upon any of the Indebtedness, or by any failure, neglect or omission on the part of the Agent or any Secured Creditor to realize upon or protect any of the Indebtedness, or any collateral or security therefor, or to exercise any lien upon or right of appropriation of any moneys, creditors or property of said Borrower possessed by the Agent or any Secured Creditor toward the

liquidation of the Indebtedness, or by any application of payments or credits thereon. Subject to the terms of the Intercreditor and Agency Agreement, the Agent and each Secured Creditor shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness, or any part of same. In order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the Agent or any Secured Creditor at any time to resort for payment to the Borrower, or to any other person or corporations, their properties or estate, or resort to any collateral, security, property, liens or other rights or remedies whatsoever, and the Agent and each Secured Creditor shall have the right to enforce this Guaranty irrespective of whether or not other proceedings or steps are pending seeking resort to or realization upon or from any of the foregoing.

9. *Reserved.*

10. All diligence in collection or protection, and all presentment, demand, protest and/or notice, as to any and everyone, whether or not the Borrower or the Guarantor or others, of dishonor and of default and of non-payment and of the creation and existence of any and all of the Indebtedness, and of any security and collateral therefor, and of the acceptance of this Guaranty, and of any and all extensions of credit and indulgence hereunder, are expressly waived to the extent permitted by applicable law.

11. No act of commission or omission of any kind, or at any time, upon the part of the Agent in respect to any matter whatsoever, shall in any way affect or impair this Guaranty.

12. To the extent permitted by applicable law, the Guarantor waives any and all defenses, claims and discharges of the Borrower, or any other obligor, pertaining to the Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Agent or the Secured Creditors any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, antideficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to the Borrower or any other person liable in respect of any of the Indebtedness, or any set-off available against the Agent or the Secured Creditors to the Borrower or any such other person, whether or not on account of a related transaction. The Guarantor agrees that the Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

13. If any payment applied by the Agent and the other Secured Creditors to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of the Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such of the Indebtedness as fully as if such application had never been made.

14. The liability of the Guarantor under this Guaranty is in addition to and shall be cumulative with all other liabilities of the Guarantor after the date hereof to the Agent and the other

Secured Creditors, as the Guarantor of the Indebtedness, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

15. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and applications hereof, and to this end the provisions of this Guaranty are declared to be severable. Without limiting the generality of the foregoing, any invalidity or unenforceability against the Guarantor of any provision or application of the Guaranty shall not affect the validity or enforceability of the other provisions or application of this Guaranty as against the Guarantor.

16. Without prejudice to any other method of giving notice, all communications provided for or permitted hereunder shall be in writing and delivered to the addressee by prepaid private courier or sent by facsimile to the applicable address and to the attention of the officer of the addressee as set forth on the appropriate signature page hereof. Any communication transmitted by prepaid private courier shall be deemed to have been validly and effectively given or delivered on the Business Day after which it is submitted for delivery. Any communication transmitted by facsimile shall be deemed to have been validly and effectively given or delivered on the day on which it is transmitted, if transmitted on a Business Day on or before 5:00 p.m. (local time of the intended recipient), and otherwise on the next following Business Day. Any party may change its address for service by notice given in the foregoing manner.

17. Any indebtedness of the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness now or hereafter owed to the Guarantor is hereby subordinated to the Indebtedness. Any payments in respect of such indebtedness owed to the Guarantor shall, if the Agent so requests, be received in trust by the Guarantor for the Agent and the Secured Creditors and be paid over to the Agent for the benefit of the Agent and the other Secured Creditors on account of the Indebtedness but without reducing or affecting in any manner the remaining liability of the Guarantor set forth herein. Should the Guarantor fail to collect the proceeds of any such indebtedness owed to it when due and payable and pay the proceeds to the Agent on behalf of the Secured Creditors, the Agent, as the Guarantor's attorney-in-fact, may do such acts and sign such documents in the Guarantor's name as the Agent considers necessary to effect such collection, and the Guarantor hereby appoints the Agent as the Guarantor's attorney-in-fact for such purposes.

18. The Guarantor agrees that, to the extent the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness makes a payment or payments to, or is credited for any payment or payments made for or on behalf of the Borrower to the Agent, which payment or payments, or any part thereof, is subsequently invalidated, determined to be fraudulent or preferential, set aside or required to be repaid to any trustee, receiver, assignee or any other party whether under any bankruptcy, state or federal law or under any common law or equitable cause or otherwise, then, to the extent thereof, the obligation or part thereof intended to be satisfied thereby shall be revived, reinstated and continued in full force and effect as if such payment or payments had not originally been made or credited.

19. The Guarantor's obligations hereunder are independent of the obligations of the Borrower or any endorser, cosigner, other guarantor or other person liable on any Indebtedness

and a separate action or actions may be brought and prosecuted against the Guarantor on any Indebtedness.

20. All payments to be made by the Guarantor hereunder shall be made in the same currency and funds in which the underlying Indebtedness is payable at the principal office of the Agent at Suite 201, 10 Wanless Avenue, Toronto, ON M4N 1V6, Attention: Sruli Weinreb (or at such other place for the account of the Agent as it may from time to time specify to the Guarantor) in immediately available and freely transferable funds at the place of payment, all such payments to be paid without set-off, counterclaim or reduction and without deduction for, and free from, any and all present or future taxes, levies, imposts, duties, fees, charges, deductions, withholding (except to the extent required by law) or liabilities with respect thereto or any restrictions or conditions of any nature (collectively, "Taxes"), except in each case, to the extent any such Tax constitutes an Excluded Tax. If the Guarantor is required by law to make any deduction or withholding on account of any such Tax that is not an Excluded Tax or other withholding or deduction from any sum payable by the Guarantor hereunder, the Guarantor shall pay any such Tax that is not an Excluded Tax or other withholding or deduction and shall pay such additional amount necessary to ensure that, after making any payment, deduction or withholding, the Agent and the Secured Creditors shall receive and retain (free of any liability in respect of any payment, deduction or withholding) a net sum equal to what it would have received and so retained hereunder had no such deduction, withholding or payment been required to have been made. As used herein, "Excluded Taxes" means (a) Taxes imposed on or measured by Agent's or any Secured Party's net income, franchise taxes, branch profits taxes and alternative minimum taxes, in each case imposed by the jurisdiction (or any political subdivision thereof) under which Agent or such Secured Party (i) is organized, or in which its principal office or applicable lending office is located, or (ii) has a present or former connection (other than a connection resulting from entering into any of the Credit Documents, receiving any payment thereunder, or taking any action thereunder) ("Other Connection Taxes"), (B) any Taxes to the extent imposed on the amounts payable to such Secured Party or Agent at the time such Secured Party or Agent acquires its rights in the applicable Debenture or the Credit Documents or changes its lending office, unless in the case of an assignee, the applicable assigning person would have been entitled to receive additional amounts with respect to such Taxes at the time of such assignment or, in the case of a change in lending office, such Secured Party would have been entitled to receive additional amounts with respect to such Taxes immediately before it changed its lending office, (C) any United States federal withholding Taxes or deductions imposed under FATCA, or (D) any United States federal withholding Taxes that would not have been imposed but for such recipient's failure to provide the Guarantor (prior to the making of any demand for payment hereunder and thereafter upon any expiration thereof or following a written request by the Guarantor) with the relevant forms that are prescribed by the United States Internal Revenue Service (including but not limited to IRS Forms W-9, W-8BEN and W-8IMY, as applicable) to be filed or received or retained by such recipient to avoid or reduce such deduction or withholding (including any refilings or renewals of filings that may from time to time be required), provided that the filing of such forms (other than IRS Form W-9, W-8BEN or W-8IMY, to the extent such recipient is legally entitled to deliver such form) would not (in such recipient's reasonable judgment) impose any unreasonable burden (in time, resources or otherwise) on such recipient or result in any confidential or proprietary income tax return information being revealed, either directly or indirectly, to any person and such failure could have been lawfully avoided by such recipient, and provided further that such recipient shall be deemed to have satisfied the requirements to provide forms upon the good faith completion and

submission of such forms (including refilings or renewals of filings) as may be specified in a written request of the Guarantor no later than 60 days after receipt by such recipient of such written request (accompanied by copies of such forms and related instructions, if any. As used herein, "FATCA" means Sections 1471 through 1474 of the United States Internal Revenue Code of 1986 as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any applicable agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code of 1986, as amended and in effect from time to time, and any applicable intergovernmental agreements with respect to the foregoing (together with any law implementing such agreements).

21. The payment by the Guarantor of any amount or amounts due the Agent and the Secured Creditors hereunder shall be made in the same currency (the *"relevant currency"*) and funds in which the underlying Indebtedness is payable. To the fullest extent permitted by law, the obligation of the Guarantor in respect of any amount due in the relevant currency under this Guaranty shall, notwithstanding any payment in any other currency (whether pursuant to a judgment or otherwise), be discharged only to the extent of the amount in the relevant currency that the Agent may, in accordance with its normal banking procedures, purchase with the sum paid in such other currency (after any premium and costs of exchange) on the business day immediately following the day on which the Agent receives such payment. If the amount in the relevant currency that may be so purchased for any reason falls short of the amount originally due, the Guarantor shall pay such additional amounts, in the relevant currency, as may be necessary to compensate for the shortfall. Any obligations of the Guarantor not discharged by such payment shall, to the fullest extent permitted by applicable law, be due as a separate and independent obligation and, until discharged as provided herein, shall continue in full force and effect.

22. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF CALIFORNIA (without regard to principles of conflicts of laws) and may not be waived, amended, released or otherwise changed except by a writing signed by the Agent. This Guaranty and every part thereof shall be effective upon delivery to the Agent, without further act, condition or acceptance by the Agent, shall be binding upon the Guarantor and upon the heirs, legal representatives, successors and assigns of the Guarantor, and shall inure to the benefit of the Agent, its successors, legal representatives and assigns. The Guarantor waives notice of the Agent's acceptance hereof. This Guaranty may be executed in counterparts and by different parties hereto on separate counterpart signature pages, each of which shall be an original, but all together to be one and the same instrument.

23. THE GUARANTOR HEREBY SUBMITS TO THE JURISDICTION OF ANY LOCAL OR STATE COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE GUARANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE GUARANTOR AND THE AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS,

AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS AND INCLUDING THE INTERPRETATION AND ENFORCEMENT OF THIS SECTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

OCEAN GREEN MANAGEMENT LLC,
as Guarantor

Per: DocuSigned by: David Baker 91EE9A022491477...

Name: David Baker

Title: Manager

I have authority to bind the company

Address: 8939 South Sepulveda Boulevard, Suite 400, Los Angeles, CA 90045

Attention: David Baker

Email for notice: david@kettle-river.com

Accepted and agreed to as of the date first above written.

KW CAPITAL PARTNERS LIMITED,
as Agent

Per: _____

Name: Sruli Weinreb
Title: President
I have authority to bind the Corporation

Address: Suite 201 - 10 Wanless Avenue
Toronto, ON M4N 1V6

Attention: Sruli Weinreb

Email for notice: sweinreb@plazacapital.ca

This is Exhibit "G" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

THIS AMENDED SECURITY AGREEMENT (the "Security Agreement") dated as of June 11, 2019, among CROP Infrastructure Corp, a British Columbia, Canada corporation (the "Borrower"), and each of the subsidiaries of the Borrower listed on the signature pages hereto or that become a party hereto pursuant to Section 7.11 (each such entity being a "Subsidiary" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors, and the Borrower are referred to collectively as the "Grantors"), and KW Capital Partners Limited, as Collateral Agent under the Agency and Interlender Agreement, (as defined below) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the parties hereto are parties to a Security Agreement, dated on or about February 8, 2019 (the "Original Security Agreement"), pursuant to which each Grantor granted a security interest in and to certain collateral of such Grantor to and in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, subject to the terms and conditions thereof;

WHEREAS, among other things, certain of the Secured Parties have severally agreed to make certain loans or otherwise extend credit to the Borrower (collectively, "Loans"), in one or more advances and upon the terms and subject to the conditions set forth in the Loan Documents, which Loans, for greater certainty, include but are not limited to, certain loans advanced by certain of the Secured Parties on or about February 8, 2019, in the aggregate principal amount of $4,000,000, and on or about June 11, 2019, in the aggregate principal amount of $1,000,000;

WHEREAS, the proceeds of the Loans have been or will be, as the case may be, used in part to enable the Borrower to make valuable transfers to the Subsidiary Grantors in connection with the operation of their respective businesses;

WHEREAS, each Grantor acknowledges that it has derived, or will derive, as the case may be, substantial direct and indirect benefit from the making of the Loans;

WHEREAS, it is a condition precedent to the obligation of the Secured Parties to make the Loans to the Borrower under the Loan Documents that the Grantors shall have executed and delivered this Security Agreement to the Collateral Agent for the ratable benefit of the Secured Parties; and

WHEREAS, the parties hereto wish to, and have agreed to hereby, amend and restate in its entirety the Original Security Agreement, as provided for in this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Secured Parties to enter into the Loan Documents and to induce the Secured Parties to make the Loans to the Borrower under the Loan Documents, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Defined Terms.

(a)

Unless otherwise defined herein, terms defined in the Agency and Interlender Agreement and used herein shall have the meanings given to them in the Agency and Interlender Agreement.

(b)

Terms used herein without definition that are defined in the UCC and NRS have the meanings given to them in the UCC, 2010, and if defined in more than one article of the UCC shall have

the meanings set forth in Article 9 of the UCC as codified in Chapter 104, of the Nevada Revised Statutes ("NRS") otherwise indicated.

(c)

Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

(d)

The following terms shall have the following meanings:

"Agency and Interlender Agreement" means the Agency and Interlender Agreement, dated as of February 8, 2019 and as first amended and restated on June 11, 2019, among the Borrower, the lenders or other financial institutions or entities from time to time party thereto, and KW Capital Partners Limited, as administrative agent and collateral agent (the "Collateral Agent"), as the same may be further amended, restated, supplemented or otherwise modified, or replaced from time to time.

"Chattel Paper" means all "chattel paper" as such term is defined in UCC § 9-102(a)(11) as codified in NRS 104.9102(k) and, in any event, including with respect to any Grantor, all electronic chattel paper and tangible chattel paper.

"Collateral" has the meaning provided in Section 2.

"Collateral Account" means any collateral account established by the Collateral Agent as provided in Section 5.1 or Section 5.4.

"Commercial Tort Claim" has the meaning provided in the UCC as codified in NRS 104.9102(m), except it shall refer only to such claims that have been asserted in judicial proceedings.

"Commercially Reasonable Efforts" means efforts that are commercially reasonable but in no event require the making of payments or material concessions.

"Control" means "control," as such term is defined in UCC § 9–104 as codified in NRS 104.9104, UCC § 9–105 as codified in NRS 104.9105, UCC § 9–106 as codified in NRS 104.9106, or UCC § 9–107 as codified in NRS 104.9107, as applicable.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor (including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright) or that any Grantor otherwise has the right to license, or granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and includes all rights of any Grantor under any such agreement.

"Copyrights" means, with respect to any Grantor, all of the following now owned or hereafter acquired by such Grantor: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country or group of countries, whether as author, assignee, transferee or otherwise and (ii) all registrations and applications for registration of any such copyright in the United States or any other country or group of countries, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, and the right to obtain all extensions and renewals thereof, whether published or unpublished.

"Deposit Account" has the meaning provided in the UCC as codified in NRS 104.9102(cc).

"Equipment" means all "equipment," as such term is defined in Article 9 of the UCC as codified in NRS 104.9102(gg), now or hereafter owned by any Grantor or to which any Grantor has rights and, in any event, shall include all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by any Grantor or to which any Grantor has rights, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Event of Default" shall have the meaning ascribed to such term in any agreement, instrument, or document entered into with respect to, or in connection with, the Collateral secured by this Security Agreement, including, without limiting the generality of the foregoing, this Security Agreement and each of the Loan Documents, and shall include, without limitation, the untruth or breach, in any material respect, of any representation or warranty made in this Agreement by any Grantor, or the failure or neglect, in any material respect, of any Grantor to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Security Agreement or any of the Loan Documents.

"Excluded Collateral" means collectively,

(i)

any permit or license of, any Grantor (A) that prohibits or requires the consent of any Person other than the Borrower and its affiliates as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit or license or (B) to the extent that any requirement of law applicable thereto prohibits the creation of a Lien thereon; provided however, that any such permit or license to which (A) or (B) applies shall only be deemed Excluded Collateral to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC, NRS or any other requirement of law or required consent is not obtained; and provided further that, immediately upon the lapse, termination, unenforceability or ineffectiveness of any such prohibition or grant of such required consent, as applicable, the Collateral shall include, and Grantors shall be deemed to have automatically granted, a Security Interest in all such permits and licenses, and such permits and licenses shall no longer be Excluded Collateral;

(ii)

any contracts, instruments, licenses or other documents, any rights thereunder or any assets subject thereto, as to which the grant of a Security Interest therein would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder, except to the extent that the applicable terms in such contract, instrument, license or other document are ineffective under applicable law;

(iii)

any fixed or capital assets (including any associated software or other general intangibles) owned by any Grantor that is subject to a purchase money Lien or a capital lease if the contractual obligation pursuant to which such Lien is granted (or in the

document providing for such capital lease) prohibits or requires the consent of any Person other than the Borrower and its affiliates as a condition to the creation of any other Lien on such equipment;

(iv)

any "intent-to-use" trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a Security Interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

(v)

any shares of capital stock, limited liability company interests, partnership interests or other equity interests that constitute Excluded Equity Interests. Excluded Equity Interests shall be defined as those interest, if any, which the parties hereto have agreed and identified as excluded from the terms of this Security Agreement;

(vi)

any ***security*** or equity interest representing in excess of 65% of the outstanding voting stock of any foreign Subsidiary;

provided, however, that the term "Excluded Collateral" shall not include any proceeds, products, substitutions or replacements of Excluded Collateral (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Collateral).

"Excluded Deposit Accounts" means (i) any Deposit Accounts specially and exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of the Grantor's salaried employees; and (ii) Deposit Accounts not otherwise subject to the provisions of this paragraph, the aggregate average daily balance of which for all Loan Parties does not exceed $50,000.00 at any time.

"General Intangibles" means all "general intangibles" as such term is defined in UCC § 9-102(a)(42) as codified in NRS 104.9102(pp) and, in any event, including with respect to any Grantor, all Payment Intangibles, all contracts, ***agreements***, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same from time to time may be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect thereto, (iii) all claims of such Grantor for damages arising out of any breach of or default thereunder and (iv) all rights of such Grantor to terminate, amend, supplement, modify or exercise rights or options thereunder, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a Security Interest pursuant to this Security Agreement in its right, title and interest in any such contract, agreement, instrument or indenture (A) is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, (B) would not give any other party to any such contract, agreement, instrument or indenture the right to terminate its obligations thereunder or (C) is permitted

with consent if all necessary consents to such grant of a Security Interest have been obtained from the other parties thereto (other than to the extent that any such prohibition referred to in clauses (A), (B) and (C) would be rendered ineffective pursuant to UCC § 9-406 as codified in NRS 104.9406, UCC § 9-407 as codified in NRS 104.9407, UCC § 9-408 as codified in NRS 104.9408, or UCC § 9-409 as codified in NRS 104.9409 (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law) (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents), all rights of such Grantor to damages arising thereunder and (v) all rights of such Grantor to perform and to exercise all remedies thereunder; provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a Security Interest pursuant to this Security Agreement in any Receivable or any money or other amounts due or to become due under any such Payment Intangible, contract, agreement, instrument or indenture.

"Grantor" has the meaning assigned to such term in the recitals hereto.

"Intellectual Property" means all of the following now owned or hereafter created or acquired by any Grantor: (i) all Copyrights, Copyright Licenses, Trademarks, Trademark Licenses, Trade Secrets (identified in writing as such) and Trade Secret Licenses (identified in writing as such), Patent and Patent Licenses, and (ii) all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise now owned or hereafter acquired, including (A) all information used or useful arising from the business including all goodwill, trade secrets, trade secret rights, know-how, customer lists, processes of production, ideas, confidential business information, techniques, processes, formulas and all other proprietary information, and (B) rights, priorities and privileges relating to the foregoing and the Licenses and all rights to sue at law or in equity for any past, present or future infringement, misappropriation, dilution or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note" means any promissory note evidencing loans made by any Grantor to any other Grantor.

"Investment Property" means the collective reference to (i) all "investment property" as such term is defined in UCC § 9-102(a)(49) as codified in NRS 104.9102(vv); (ii) all "financial assets" as such term is defined in UCC § 8-102(a)(9) as codified in NRS 104.8102(j); and (iii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Equity.

"Issuers" means the collective reference to each issuer of any Investment Property.

"Loan Documents" means, individually or collectively, the underlying loan agreements and any other related agreements and instruments executed or delivered in connection with the Loans, including, but not limited to, the Agency and Interlender Agreement and all Subscription Agreements.

"License" means any Copyright License, Trademark License or Patent License or other license or sublicense to which any Grantor is a party.

"Material Adverse Effect" means any event, change, circumstance, effect or other matter that has, or could reasonably be expected to have, either individually or in the aggregate with all other events, changes, circumstances, effects or other matters, with or without

notice, lapse of time or both, a material adverse effect on (a) the business, assets, liabilities, properties, condition (financial or otherwise), operating results, operations or prospects of any Grantor, taken as a whole, (b) the ability of any Grantor to perform its obligations under this Security Agreement or any agreement, document or instrument entered into with respect to, or in connection with, the Collateral secured by this Security Agreement, or (c) the aggregate value of the Collateral or on the Liens created under this Security Agreement.

"Paid in Full" means the indefeasible payment in full in cash and performance of all Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Agency and Interlender Agreement.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor (including all Patents) or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, have made, use, import or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement, if any.

"Patents" means, with respect to any Grantor, all of the following now owned or hereafter acquired by such Grantor: (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof and all goodwill associated therewith, and the inventions disclosed or claimed therein, including the right to make, have made, use, import and/or sell the inventions disclosed or claimed therein, and (c) all rights to obtain any reissues or extensions of the foregoing.

"Permitted Liens" means Liens permitted, if any, in accordance with the terms of the Agency and Interlender Agreement

"Pledged Equity" means the equity interests listed on Schedule 1, together with any other equity interests, certificates, options or rights of any nature whatsoever in respect of the equity interests of any Person that may be issued or granted to, or held by, any Grantor while this Security Agreement is in effect.

"Pledged Notes" means all promissory notes listed on Schedule 1, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor.

"Proceeds" means all "proceeds" as such term is defined in UCC § 9-102(a)(64) as codified in NRS 104.9102(kkk) and, in any event, shall include all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Secured Obligations" means all of the indebtedness, obligations, and liabilities of each Grantor to the Secured Parties and the Collateral Agent, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due,

now existing or hereafter arising (and whether arising before or after the filing of a petition in bankruptcy and including all interest accrued after the petition date) under or in respect of the Agency and Interlender Agreement, the Loan Documents, any promissory notes or other instruments or agreements executed and delivered pursuant thereto or in connection therewith, any Swap Contract and/or any cash management agreement or treasury management agreement or this Security Agreement.

"Security Agreement" means this Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Security Interest" has the meaning provided in Section 2.

"Subscription Agreements" means, collectively, each of the subscription agreements entered into by and between the Borrower and the Secured Parties setting forth the terms and conditions of the Loans.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor (including any Trademark) or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means, with respect to any Grantor, all of the following now owned or hereafter acquired by such Grantor: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof and all common-law rights related thereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"UCC" means the Uniform Commercial Code as adopted by the Nevada Revised Statutes Chapter 104 – Uniform Commercial Code.

2. Grant of Security Interest.

(a)

Each Grantor hereby grants, bargains, sells, conveys, assigns, sets over, mortgages, charges, pledges, hypothecates and transfers to and in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in (the "Security Interest"), all of its right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by such Grantor, wherever located, or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(i)

all personal property of every kind and nature;

(ii)

all Accounts;

(iii)

all Chattel Paper;

(iv)

all Documents (other than title documents with respect to Vehicles);

(v)

all Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);

(vi)

all Fixtures;

(vii)

all General Intangibles (including Payment Intangibles and Software, including all applications, registration, and licenses therefore, and all goodwill of the business connected therewith or represented thereby);

(viii)

all Instruments (including, without limitation, promissory notes);

(ix)

all Intellectual Property;

(x)

all Inventory;

(xi)

all Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);

(xii)

all Letters of Credit and Letter-of-Credit Rights;

(xiii)

all Supporting Secured Obligations (defined as a letter-of-credit right or secondary obligation that supports the payment or performance of an account, chattel paper, a document, a general intangible, an instrument, or investment property);

(xiv)

all rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing;

(xv)

all Deposit Accounts;

(xvi)

all monies, personal property, and interests in personal property of such Grantor of any kind or description now held by the Secured Parties or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, the Secured Parties, or any agent or affiliate of the Secured Parties, whether expressly as collateral ***security*** or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property including all Collateral Accounts;

(xvii)

all Commercial Tort Claims with a reasonably expected value in excess of $50,000.00;

(xviii)

all books and records pertaining to the Collateral together with all supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of such Grantor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes, and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;

(xix)

all accessions and additions to, and substitutions and replacements of, any and all of the foregoing;

(xx)

to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

No Grantor shall be required to take actions to perfect Security Interests in Commercial Tort Claims except to the extent perfection of a Security Interest therein may be accomplished by filing of financing statements in appropriate form in the applicable jurisdiction under the UCC.

(b)

Each Grantor hereby irrevocably authorizes the Collateral Agent and its affiliates, counsel and other representatives, at any time and from time to time, to file or record financing statements, amendments to financing statements and, with notice to the Borrower, and other filing or recording documents or instruments with respect to the Collateral in such form and in such offices as the Collateral Agent reasonably determines appropriate to perfect the Security Interests of the Collateral Agent under this Security Agreement, and such financing statements and amendments may describe the Collateral covered thereby as "all assets", or "all personal property" or using such other words of similar effect as the Collateral Agent reasonably determines is necessary or appropriate to perfect the Security

Interests of the Collateral Agent under this Security Agreement. Each Grantor also ratifies its authorization for the Secured Party to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

Each Grantor hereby also authorizes the Collateral Agent and its affiliates, counsel and other representatives, at any time and from time to time, to file continuation statements with respect to previously filed financing statements. A photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

Each Grantor hereby agrees to provide to the Collateral Agent, promptly upon request, any information reasonably necessary to effectuate the filings or recordings authorized by this Section 2(b) including the Intellectual Property filings referred to below.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted hereunder by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors, as the case may be, as debtors and the Collateral Agent, as secured party; provided, that at the reasonable request of the Collateral Agent each Grantor agrees to execute any such documents to be so filed.

(c)

Each Grantor hereby irrevocably authorizes and empowers the Collateral Agent in its reasonable discretion, to assert, either directly or on behalf of any Grantor, at any time that an Event of Default is in existence , any claims any Grantor may from time to time have against the sellers or any of their affiliates with respect to any and all contract rights ("Payments"), and to receive and collect any damages, awards and other monies resulting therefrom and to apply the same on account of the Secured Obligations. After the occurrence of any Event of Default, the Collateral Agent may provide notice that all Payments shall be made to or at the direction of the Collateral Agent for so long as such Event of Default shall be continuing, and each Grantor hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees, or agents designated by the Collateral Agent) as such Grantor's true and lawful attorney (and agent-in-fact) for the purpose of enabling the Collateral Agent or its agents to assert and collect such claims and to apply such monies in the manner set forth hereinabove.

3. Representations and Warranties.

Each Grantor hereby represents and warrants to the Collateral Agent and each Secured Party on the date hereof, and acknowledges that and so long as this Security Agreement remains in effect, shall be deemed to continuously represent and warrant, that:

3.1 Title; No Other Liens.

Except for (i) the Security Interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Security Agreement, and (ii) Permitted Liens (if any), such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No effective financing statement or other public notice with respect to all or any part of the Collateral that evidences a Lien securing any material Indebtedness is on file or of record in any public office, except such as (i) have been filed in favor of the Collateral

Agent for the ratable benefit of the Secured Parties pursuant to this Security Agreement or (ii) Permitted Liens (if any).

3.2 Perfected First Priority Liens.

(a)

This Security Agreement is effective to create in favor of the Collateral Agent, for its benefit and for the benefit of the Secured Parties, legal, valid and enforceable Security Interests in the Collateral (with respect to Collateral consisting of stock of foreign subsidiaries, to the extent the enforceability of such Security Interest is governed by the UCC and NRS Chapter 104), securing the payment and performance of the Secured Obligations, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and general equitable principles.

(b)

The Security Interests granted pursuant to this Security Agreement (i) will constitute legal, valid and perfected Security Interests in the Collateral (as to which perfection may be obtained by the filings or other actions described in clause (A), (B), (C) or (D) of this paragraph) in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations, upon, as applicable, (A) the filing in the applicable filing offices hereto of all financing statements, in each case, naming each Grantor as “debtor” and the Collateral Agent as “secured party” and describing the Collateral, (B) delivery to the Collateral Agent of all Instruments, Chattel Paper, Certificated Securities and Negotiable Documents, properly endorsed for transfer in blank, (C) the establishment of the Collateral Agent's “control” over all Deposit Accounts included in the Collateral, or (D) completion of the filing, registration and recording of a fully executed agreement and containing a description of all Collateral constituting Intellectual Property in the United States Patent and Trademark Office (or any successor office) and in the United States Copyright Office (or any successor office), and otherwise as may be required pursuant to the laws of any other necessary jurisdiction to the extent that a Security Interest may be perfected by such filings, registrations and recordings, or such longer period as the Collateral Agent, acting in its sole reasonable discretion may agree to and (ii) are prior to all other Liens on the Collateral other than Permitted Liens (if any).

3.3 Grantor Information.

Schedule 3 hereto accurately and fully sets forth under the appropriate headings and as of the Closing Date as defined by the Agency and Interlender Agreement: (i) the full legal name of such Grantor, (ii) all trade names or other names under which such Grantor currently conducts business, (iii) the type of organization of such Grantor, (iv) the jurisdiction of organization of such Grantor, (v) its organizational identification number, if any, (vi) federal employer identification number and (vii) the jurisdiction where the chief executive office of such Grantor is located.

3.4 Collateral Locations.

On the date hereof, Schedule 5 accurately and fully sets forth (i) each place of business of each Grantor (including its chief executive office), (ii) all locations where all Inventory and the Equipment owned by each Grantor is kept and (iii) whether each such Collateral location and place of business is owned or leased (and if leased, specifies the complete

name and notice address of each lessor). No Collateral is located outside the United States or in the possession of any lessor, bailee, warehouseman or consignee.

3.5 Certain Property.

None of the Collateral constitutes, or is the Proceeds of, (i) Farm Products, (ii) Health Care Insurance or (iii) vessels, aircraft or any other property subject to any certificate of title or other registration statute of the United States, any State or other jurisdiction, except for vehicles owned by the Grantors and used by employees of the Grantors in the ordinary course of business.

3.6 Pledged Equity.

(a)

The Pledged Equity pledged by each Grantor hereunder constitutes all the issued and outstanding equity interests of each Issuer owned by such Grantor.

(b)

All of the Pledged Equity has been duly and validly issued and is fully paid and nonassessable.

(c)

Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing).

(d)

No Grantor owns any Investment Property, unless as permitted by Section 4.8 hereof. Each Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except Permitted Liens (if any).

(e)

The terms of any Pledged Equity constituting equity interests in any limited liability company or partnership expressly provide that they are not ***securities*** governed by Article 8 of the UCC and as codified in Article 8 of NRS Chapter 104 in effect from time to time in any applicable jurisdiction of each issuer thereof.

3.7 Receivables.

(a)

No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Collateral Agent.

(b)

No obligor on any Receivable is a governmental authority.

(c)

The amounts represented by such Grantor to the Collateral Agent from time to time as owing to such Grantor in respect of the Receivables (to the extent such representations are required by any of the Loan Documents) will at all such times be accurate.

3.8 Intellectual Property.

(a)

On the date hereof, all material Intellectual Property, if any, owned by any Grantor is valid, subsisting, unexpired and enforceable and has not been abandoned.

(b)

None of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(c)

If any Grantor owns and possesses or has a license or other right to use all Intellectual Property as is necessary for the conduct of the businesses of such Grantor, it does so without any infringement upon rights of others to the best knowledge of the grantors which could reasonably be expected to have a Material Adverse Effect.

3.9 Deposit Accounts and Securities Accounts.

(a)

All Deposit Accounts maintained by each Grantor are fully and accurately described on Schedule 4 hereto, which description includes for each such account the name of the Grantor maintaining such account, the name, address, telephone and fax numbers of the financial institution at which such account is maintained, the account number and the account officer, if any, of such account.

3.10 Compliance with Law.

Each Grantor has at all times operated its business in compliance with laws to the extent required by the terms contained in the Agency and Interlender Agreement.

3.11 Commercial Tort Claims.

Each Grantor holds no Commercial Tort Claims as of the date of this signing.

4. Covenants.

Each Grantor hereby covenants and agrees with the Collateral Agent and the Secured Parties that, from and after the date of this Security Agreement until the Secured Obligations are Paid in Full:

4.1 Maintenance of Perfected ***Security*** Interest; Further Documentation.

(a)

Such Grantor shall maintain the Security Interest created by this Security Agreement as a perfected Security Interest having at least the priority described in Section 3.2 and shall defend such Security Interest against the claims and demands of all Persons whomsoever.

(b)

Subject to clause (c) below, each Grantor agrees that at any time and from time to time, at the expense of such Grantor, it will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions, including the filing and recording of financing statements and other documents, including all applicable documents required under Section 3.2(b)(i)(C)) which may be required under any applicable law, or which the Collateral Agent may reasonably request, in order (i) to grant, preserve, protect and perfect the validity and priority of the Security Interests created or intended to be created hereby or (ii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral, including the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Security Interests created hereby and all applicable documents required under Section 3.2(b)(i)(C), all at the expense of such Grantor.

(c)

Notwithstanding anything in this Section 4.1 to the contrary, (i) with respect to any assets created or acquired by such Grantor after the date hereof that are required by the Loan Documents to be subject to the Lien created hereby or (ii) with respect to any Person that, subsequent to the date hereof, becomes a Subsidiary that is required by the Loan Documents to become a party hereto, the relevant Grantor after the acquisition or creation thereof shall promptly take all actions required by the Loan Documents and this Security Agreement.

4.2 Damage or Destruction of Collateral.

The Grantors agree promptly to notify the Collateral Agent if any material portion of the Collateral is damaged or destroyed in any manner which could reasonably be expected to have a Material Adverse Effect.

4.3 Notices.

Each Grantor will advise the Collateral Agent and the Secured Parties promptly, in reasonable detail, of (i) any Lien of which it has knowledge (other than Permitted Liens, if any) on any of the Collateral which would adversely affect, in any material respect, the ability of the Collateral Agent to exercise any of its remedies hereunder; and (ii) the occurrence of any other event which could, either individually or in the aggregate with all other events, reasonably be expected to have/would have a Material Adverse Effect.

4.4 Changes in Grantor Information or Status.

Without limiting any prohibitions or restrictions on mergers or other transactions set forth in the Loan Documents, no Grantor shall change its name, identity, organizational identification number if it has one, corporate structure (e.g. by merger, consolidation, change in corporate form or otherwise), type of organization or jurisdiction of organization or, in the case of any Grantor which is a partnership, the sole place of business and chief executive office unless it shall have notified the Collateral Agent in writing at least ten business days prior to any such change (or such later date as is reasonably acceptable to the Collateral Agent), identifying such new proposed name, identity, corporate structure or jurisdiction of organization or, in the case of any Grantor which is a partnership, the sole

place of business and chief executive office, and providing such other information in connection therewith as the Collateral Agent may reasonably request.

4.5 Promissory Notes and Tangible Chattel Paper.

If any Grantor shall at any time hold or acquire any promissory notes or tangible chattel paper with a value in excess of $50,000.00, it shall within ten days of the acquisition thereof endorse in a manner reasonably satisfactory to the Collateral Agent, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably specify.

4.6 Acquisition of Additional Intellectual Property.

Within ten business days after the end of each calendar quarter each Grantor shall provide a list of any additional applications for or registrations of material Intellectual Property of such Grantor not previously disclosed to the Collateral Agent including such information as is necessary for Grantor to make appropriate filings in the U.S. Patent and Trademark Office and the US Copyright Office.

4.7 Equipment and Inventory.

Such Grantor shall not permit any Inventory or Equipment to be kept at a location other than those listed on Schedule 5, except upon 30 days' prior written notice to the Collateral Agent and delivery to the Collateral Agent of (a) all additional financing statements and other documents reasonably requested by the Collateral Agent as to the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept.

4.8 Investment Property.

(a)

If such Grantor shall become entitled to receive or shall receive any certificate, option or rights in respect of the equity interests of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any of the Pledged Equity, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Collateral Agent, hold the same in trust for the Collateral Agent and deliver the same within ten business days to the Collateral Agent in the exact form received, duly indorsed by such Grantor to the Collateral Agent, if required, together with an undated instrument of transfer covering such certificate duly executed in blank by such Grantor and with, if the Collateral Agent so requests, signature guarantied, to be held by the Collateral Agent, subject to the terms hereof, as additional Collateral for the Secured Obligations. Upon the occurrence and during the continuance of an Event of Default, (i) any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Collateral Agent to be held by it hereunder as additional Collateral for the Secured Obligations, and (ii) in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected Lien in favor of the Collateral Agent, be delivered to the Collateral Agent to be held by it hereunder as additional Collateral for the Secured Obligations. Upon the

occurrence and during the continuance of an Event of Default, if any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Collateral Agent, hold such money or property in trust for the Collateral Agent, segregated from other funds of such Grantor, as additional Collateral for the Secured Obligations.

(b)

Without the prior written consent of the Collateral Agent, which consent shall not unreasonably be withheld, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any equity interests of any nature or to issue any other securities or interests convertible into or granting the right to purchase or exchange for any equity interests of any nature of any Issuer, except, in each case, as permitted by the Agency and Interlender Agreement, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof, except pursuant to a transaction permitted by the Agency and Interlender Agreement, (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for Permitted Liens (if any), or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Collateral Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c)

In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this ***Security Agreement*** relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Collateral Agent promptly in writing of the occurrence of any of the events described in Section 4.8(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 5.3(c) and 5.7 shall apply to such Grantor with respect to all actions that may be required of it pursuant to Section 5.3(c) and 5.7 regarding the Investment Property issued by it.

(d)

In the event any Grantor shall purchase or acquire any Investment Property after the closing of the Agency and Interlender Agreement, such Grantor shall promptly notify Collateral Agent thereof and shall pledge such Investment Property as Collateral hereunder pursuant to documentation reasonably satisfactory to Collateral Agent.

4.9 Receivables.

(a)

Other than in the ordinary course of business consistent with its past practice and in amounts which are not material to such Grantor, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b)

Such Grantor will deliver to the Collateral Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than five percent (5%) of the aggregate amount of the then outstanding Receivables for all Grantors.

4.10 Intellectual Property.

(a)

Such Grantor (either itself or through licensees) will (i) continue to use each Trademark material to its business in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Collateral Agent, shall obtain a perfected Security Interest in such mark pursuant to this Security Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b)

Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any Patent material to its business may become forfeited, abandoned or dedicated to the public.

(c)

Such Grantor (either itself or through licensees) (i) will employ each Copyright material to its business and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of such Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of such Copyrights may fall into the public domain.

(d)

Such Grantor (either itself or through licensees) will not do any act that knowingly uses any Intellectual Property material to its business to infringe the intellectual property rights of any other Person.

(e)

Such Grantor will notify the Collateral Agent promptly if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding, such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f)

Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Collateral Agent within ten calendar days/concurrently with the next delivery of financial statements of the Borrower pursuant to the Agency and Interlender Agreement. Upon the request of the Collateral Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Collateral Agent may request to evidence the Collateral Agent's Security Interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g)

Such Grantor will take all reasonable and necessary steps to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of all material Intellectual Property owned by it.

(h)

In the event that any material Intellectual Property is infringed upon or misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances/as reasonably requested by the Collateral Agent to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Collateral Agent after it learns thereof and, to the extent, in its reasonable judgment, such Grantor determines it appropriate under the circumstances, sue for infringement, misappropriation or dilution, seek injunctive relief where appropriate and recover any and all damages for such infringement, misappropriation or dilution.

4.11 Deposit Accounts and Securities Accounts.

No Grantor maintains a depository or Deposit Account or securities account other than as described on Schedule 4 hereto or as permitted by this Section 4.11. No Grantor shall open any depositary or other Deposit Accounts or Securities accounts unless such Grantor shall have given the Collateral Agent five business days' prior written notice of its intention to open any such new Deposit Accounts or Securities account. The Grantors shall deliver to the Collateral Agent a revised version of Schedule 4 showing any changes thereto within five business days of any such change. Each Grantor hereby authorizes the financial institutions at which such Grantor maintains a Deposit Account or Securities account to provide the Collateral Agent with such information with respect to such Deposit Account or Securities account, as applicable, as the Collateral Agent may from time to time reasonably request, and each Grantor hereby consents to such information being provided to the Collateral Agent. Each Grantor will, upon the Collateral Agent's reasonable request, and within five days of the Collateral Agent's reasonable request, cause each financial institution at which such Grantor maintains a depositary or other Deposit Account or Securities account to enter into a bank agency or other similar agreement with the Collateral Agent and such Grantor, in form and substance reasonably satisfactory to the Collateral Agent, in order to give the Collateral Agent “control” (as defined in the UCC as

codified in NRS Chapter 104) of such account. The Collateral Agent agrees with the Grantor that the Collateral Agent shall not exercise any withdrawal rights with respect to such Deposit Accounts or Securities account from the Grantor, unless an Event of Default has occurred and is continuing. The provisions of this paragraph shall not apply to Excluded Deposit Accounts unless an Event of Default has occurred and is continuing and the Collateral Agent has notified the Grantors that the covenants in this Section 4.11 shall therewith be applicable to the Excluded Deposit Accounts.

4.12 Further assurances.

Within ten business days after the Closing Date, each of the Grantors shall use Commercially Reasonable Efforts to deliver to the Collateral Agent a written notice containing full and accurate particulars with respect to (i) each bailee with which such Grantor keeps Inventory or other assets as of the Closing Date with a fair market value in excess of $10,000.00 and (ii) each landlord which leases real property (and the accompanying facilities) to any of the Grantors as of the Closing Date, and shall execute and deliver such documents or instruments as the Collateral Agent deems reasonably necessary to perfect the Collateral Agent's Security Interest in the asset. Such ten (10) day period may be extended or such requirement may be waived at the option of the Collateral Agent. At the request of the Collateral Agent, if any Grantor shall cause to be delivered Inventory or other property to any bailee, such Grantor shall use Commercially Reasonable Efforts to cause such bailee to sign a bailee agreement reasonably satisfactory to Collateral Agent. At the request of the Collateral Agent, if any Grantor shall lease any real property or facilities with a fair market value in excess of $100,000.00, such Grantor shall use Commercially Reasonable Efforts to cause the landlord in respect of such leased property or facilities to sign a landlord waiver reasonably satisfactory to Collateral Agent.

(b)

Each Grantor authorizes the Collateral Agent to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral as “all assets” or “all personal property” (or using such other words of similar effect as the Collateral Agent reasonably determines is necessary or appropriate to perfect the Security Interests of the Collateral Agent under this Security Agreement), and which contain any other information required pursuant to the UCC and NRS Chapter 104 for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and each Grantor agrees to furnish any such information to the Collateral Agent promptly upon request. Any such financing statement, continuation statement, or amendment may be filed at any time in any jurisdiction.

(c)

Each Grantor shall, at any time and from time and to time, take such steps as the Collateral Agent may reasonably request for the Collateral Agent (i) to obtain “control” of any letter-of-credit rights, or electronic chattel paper (as such terms are defined by the UCC and NRS Chapter 104 with corresponding provisions thereof defining what constitutes “control” for such items of Collateral), with any agreements establishing control to be in form and substance reasonably satisfactory to the Collateral Agent, and (ii) to otherwise ensure the continued perfection and priority of the Collateral Agent's

Security Interest in any of the Collateral and the preservation of its rights therein. If any Grantor shall at any time, acquire a Commercial Tort Claim, such Grantor shall promptly notify the Collateral Agent thereof in writing, providing a reasonable description and summary thereof, and upon delivery thereof to the Collateral Agent, such Grantor shall be deemed to thereby grant to the Collateral Agent (and such Grantor hereby grants to the Collateral Agent) a Security Interest and lien in and to such Commercial Tort Claim and all proceeds thereof, all upon the terms of and governed by this Security Agreement.

(d)

Without limiting the generality of the foregoing, if any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record", as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in § 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, such Grantor shall promptly notify the Collateral Agent thereof and, at the reasonable request of the Collateral Agent, shall take such action as required to vest in the Collateral Agent "control" under UCC § 9-105 as codified in NRS 104.9105 of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, § 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record.

4.13 Insurance.

Within twenty (20) Business Days following the date of this Security Agreement, each Grantor, at its own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Collateral. In extension of the foregoing and without limitation, such insurance shall be payable to the Secured Parties as loss payee under a "standard" loss payee clause, and the Secured Parties shall be listed as an "additional insured" on Grantor's general liability insurance. Such insurance shall not be terminated, cancelled or not renewed for any reason, including non-payment of insurance premiums, unless the insurer shall have provided the Secured Parties at least five business days prior written notice. Each Grantor will deliver to the Collateral Agent on behalf of the Secured Parties, (i) on the Closing Date, a certificate dated as of a recent date showing the amount and types of insurance coverage as of such date, (ii) upon reasonable request of the Collateral Agent from time to time, reasonably detailed information as to the insurance carried, (iii) promptly following receipt of notice from any insurer, a copy of any notice of cancellation or material change in coverage from that existing on the Closing Date and (iv) forthwith, notice of any cancellation or nonrenewal of coverage by such Grantor.

4.14 Letter-of-Credit Rights.

Each Grantor hereby covenants and agrees that, if such Grantor becomes a beneficiary with respect to any letter of credit with amounts available to be drawn thereunder in excess of $50,000.00, it shall forthwith (and in any case within ten (10) Business Days of such date), notify the Collateral Agent of the same and, if requested by the Collateral Agent, it shall use Commercially Reasonable Efforts to obtain the consent of the applicable issuer or nominated person to an assignment to the Collateral Agent of the proceeds of such letter of credit under UCC § 5-114(c) as codified in NRS 104.5114(3) or applicable law or practice.

5. Remedial Provisions.

5.1 Certain Matters Relating to Accounts.

(a)

After giving reasonable notice to the Borrower and any other relevant Grantor, the Collateral Agent shall have the right, but not the obligation, to, at its own expense if an Event of Default does not then exist, make test verifications of the Accounts in any manner and through any medium that the Collateral Agent considers advisable, and each Grantor shall furnish all such assistance and information as the Collateral Agent may require in connection with such test verifications. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(b)

The Collateral Agent hereby authorizes and instructs each Grantor to use Commercially Reasonable Efforts to collect such Grantor's Accounts and the Collateral Agent may curtail or terminate said authority by written notice at any time after the occurrence and during the continuance of an Event of Default. If required in writing by the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by any Grantor, (i) shall be forthwith (and, in any event, within five (5) Business Days) deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of and on terms and conditions reasonably satisfactory to the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Secured Parties only as provided in Section 5.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Collateral Agent and the Secured Parties, segregated from other funds of such Grantor.

(c)

At the Collateral Agent's written request at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Collateral Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including all original orders, invoices and shipping receipts.

(d)

Upon the occurrence and during the continuance of an Event of Default, a Grantor shall not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon if the Collateral Agent shall have instructed the Grantors in writing not to grant or make any such extension, credit, discount, compromise or settlement under any circumstances during the continuance of such Event of Default.

5.2 Communications with Credit Parties/Guarantors; Grantors Remain Liable.

(a)

The Collateral Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default, after giving reasonable notice to the relevant Grantor of its intent to do so, communicate with obligors under the

Accounts to verify with them to the Collateral Agent's satisfaction the existence, amount and terms of any Accounts. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(b)

Upon the written request of the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Accounts that the Accounts have been assigned to the Collateral Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Collateral Agent.

(c)

Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Security Agreement or the receipt by the Collateral Agent or any Secured Party of any payment relating thereto, nor shall the Collateral Agent or any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.3 Investment Property Rights.

(a)

Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given written notice to the relevant Grantor of the Collateral Agent's intent to exercise its corresponding rights pursuant to the terms hereof, each Grantor shall be permitted to receive all cash dividends and distributions paid in respect of the Pledged Equity and all payments made in respect of the Pledged Notes, to the extent permitted in the Agency and Interlender Agreement, and to exercise all voting and other rights with respect to the Investment Property; provided that, that no vote shall be cast or other right exercised or action taken which would materially impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Agency and Interlender Agreement, this Security Agreement or any other Loan Document.

(b)

If an Event of Default shall occur and be continuing and the Collateral Agent shall give notice of its intent to exercise its rights pursuant to this Security Agreement to the relevant Grantor or Grantors, as applicable, (i) the Collateral Agent shall have the right to receive any and all cash dividends and distributions, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Secured Obligations in such order as the Collateral Agent may reasonably determine, and (ii) any or all of the Investment Property shall be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter exercise (A) all voting and other

rights pertaining to such Investment Property at any meeting of holders of the equity interests of the relevant Issuer or Issuers or otherwise and (B) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other structure of any Issuer, or upon the exercise by any Grantor or the Collateral Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may reasonably determine), all without liability except to account for property actually received by it, but the Collateral Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c)

After the occurrence and during the continuance of an Event of Default, each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Collateral Agent in writing that (A) states that an Event of Default has occurred and is continuing and (B) is otherwise in accordance with the terms of this Security Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying and (ii) unless otherwise expressly permitted hereby, pay any dividends, distributions or other payments with respect to the Investment Property directly to the Collateral Agent.

5.4 Proceeds to be Turned Over to Collateral Agent.

In addition to the rights of the Collateral Agent and the Secured Parties specified in Section 5.1 with respect to payments of Accounts, if an Event of Default shall occur and be continuing and the Collateral Agent so requires by notice in writing to the relevant Grantor (it being understood that the exercise of remedies by the Secured Parties in connection with an Event of Default under the terms of the Agency and Interlender Agreement shall be deemed to constitute a request by the Collateral Agent for the purposes of this sentence and in such circumstances, no such written notice shall be required), all Proceeds received by any Grantor consisting of cash, checks and other near cash items shall be held by such Grantor in trust for the Collateral Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly endorsed by such Grantor to the Collateral Agent, if required). All Proceeds received by the Collateral Agent hereunder shall be held by the Collateral Agent in a Collateral Account maintained under its sole dominion and control and on terms and conditions reasonably satisfactory to the Collateral Agent. All Proceeds while held by the Collateral Agent in a Collateral Account (or by such Grantor in trust for the Collateral Agent and the Secured Parties) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 5.6.

5.5 Application of Proceeds.

The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral as well as any Collateral consisting of cash at any time after receipt in the order specified in the

Agency and Interlender Agreement, and if such does not exist, in such order as the Collateral Agent shall determine in its sole discretion.

5.6 Code and Other Remedies.

(a)

If an Event of Default shall occur and be continuing, the Collateral Agent may exercise in respect of the Collateral, without any other notice to or demand upon the Grantor, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC, NRS Chapter 104 or any other applicable law or in equity and also may with notice to the relevant Grantor/without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), sell the Collateral or any part thereof in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Collateral Agent or any Secured Party or elsewhere for cash or on credit or for future delivery at such price or prices and upon such other terms as are commercially reasonable as it may deem advisable and at such prices as it may deem best irrespective of the impact of any such sales on the market price of the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Collateral Agent shall give to the Grantor at least ten days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Collateral Agent shall also have the right to take possession of the Collateral, and for that purpose the Collateral Agent may, so far as the Grantor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Grantor hereby acknowledges that ten days' prior written notice of such sale or sales shall be reasonable notice. In addition, the Grantor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Collateral Agent's rights and remedies hereunder, including, without limitation, the Collateral Agent's right after an Event of Default has occurred and is continuing, to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

(b)

The Collateral Agent and any Secured Party shall have the right upon any public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, and the Collateral Agent or such Secured Party may pay the purchase price by crediting the amount thereof against the Secured Obligations. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 5.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Collateral Agent hereunder, including costs and expenses of Collateral Agent's counsel or counsels to the payment in whole or in part of the Secured Obligations, in such order as the Collateral Agent may elect, and only after such application and after the payment by the Collateral Agent of any other amount

required by any provision of law, need the Collateral Agent account for the surplus, if any, to any Grantor. To the extent permitted by law, each Grantor hereby waives any claim against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. Each Grantor further agrees, at the Collateral Agent's request to assemble the Collateral. To the extent permitted by applicable law, and so long as an Event of Default is continuing, the Collateral Agent shall have the right to enter onto the property where any Collateral is located and take possession thereof with or without judicial process.

5.7 Disposal of Pledged Equity.

(a)

If the Collateral Agent shall determine to exercise its right to sell any or all of the Pledged Equity pursuant hereto/if in the opinion of the Collateral Agent it is necessary or advisable to have the Pledged Equity, or that portion thereof to be sold or registered under the provisions of any Securities Act, the relevant Grantor will cause the Issuer thereof to: (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Collateral Agent, necessary or advisable to register the Pledged Equity, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use Commercially Reasonable Efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Equity, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or “Blue Sky” laws of any and all jurisdictions that the Collateral Agent shall designate.

(b)

Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Equity, by reason of certain prohibitions contained in the Securities Act and applicable state Securities Acts or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Equity for the period of time necessary to permit the Issuer thereof to register such securities or other interests for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c)

Each Grantor agrees to use Commercially Reasonable Efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the

Pledged Equity pursuant to this Section 5.7 valid and binding and in compliance with applicable law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 5.7 will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 5.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Agency and Interlender Agreement.

5.8 Deficiency.

Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Secured Obligations and the reasonable fees and disbursements of any outside attorneys employed by the Collateral Agent or any Secured Party to collect such deficiency.

6. The Collateral Agent.

6.1 Collateral Agent's Appointment as Attorney-in-Fact, etc.

Each Grantor hereby appoints, which appointment is irrevocable and coupled with an interest, effective upon the occurrence and during the continuance of an Event of Default, the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, either in the Collateral Agent's name or in the name of such Grantor or otherwise, without assent by such Grantor, to do any or all of the following, in each case after the occurrence and during the continuance of an Event of Default / and after written notice by the Collateral Agent of its intent to do so:

(i)

take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Account or with respect to any other Collateral whenever payable;

(ii)

in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's and the Secured Parties' Security Interest in such Intellectual Property and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby;

(iii)

pay or discharge taxes and Liens levied or placed on or threatened against the Collateral;

(iv)

execute, in connection with any sale provided for in this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral;

(v)

if such is required, to obtain, pay and adjust insurance required to be maintained by such Grantor pursuant the Agency and Interlender Agreement;

(vi)

direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct;

(vii)

ask or demand for, collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral;

(viii)

sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral;

(ix)

commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral;

(x)

defend any suit, action or proceeding brought against such Grantor with respect to any Collateral (with such Grantor's consent, to the extent such action or its resolution could materially affect such Grantor or any of its affiliates in any manner other than with respect to its continuing rights in such Collateral (such Grantors consent not to be unreasonably withheld or delayed);

(xi)

settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate; (with such Grantors consent, not to be unreasonably withheld or delayed, to the extent such action or its resolution could materially affect such Grantor or any of its affiliates in any manner other than with respect to its continuing rights in such Collateral);

(xii)

assign any Intellectual Property, throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and

(xiii)

generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things that the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's and the Secured Parties' Security Interests therein and to effect the intent of this ***Security Agreement***, all as fully and effectively as such Grantor might do.

Anything in this Section 6.1 to the contrary notwithstanding, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 6.1 unless an Event of Default shall have occurred and be continuing.

(b)

If any Grantor fails to perform or comply with any of its ***agreements*** contained herein, the Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such ***agreement***.

(c)

The expenses of the Collateral Agent incurred in connection with actions undertaken as provided in this Section 6.1, together with interest thereon (such interest to be payable at a rate per annum equal to the highest rate per annum at which interest would then be payable) on any category of past due Loans, from the date of payment by the Collateral Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Collateral Agent on demand.

(d)

All powers, authorizations and agencies contained in this ***Security Agreement*** are coupled with an interest and are irrevocable until this ***Security Agreement*** is terminated and the Security Interests created hereby are released. Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

6.2 Duty of Collateral Agent.

(a)

The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under UCC § 9-207 as codified in NRS 104.9207 or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of

any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent and the Secured Parties hereunder are solely to protect the Collateral Agent's and the Secured Parties' interests in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

(b)

To the extent that applicable law imposes duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, the Grantor acknowledges and agrees that it is not commercially unreasonable for the Collateral Agent: (i) to fail to incur expenses reasonably deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition; (ii) to fail to obtain third-party consents for access to Collateral to be disposed of, if not required by other law; (iii) to fail to obtain governmental or third-party consents for the collection or disposition of Collateral to be collected or disposed of; (iv) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral; (v) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists; (vi) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature; (vii) to contact other persons, whether or not in the same business as the Grantor, for expressions of interest in acquiring all or any portion of the Collateral; (viii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature; (ix) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets; (x) to dispose of assets in wholesale rather than retail markets; (xi) to disclaim disposition warranties; (xii) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral; or (xiii) to the extent deemed appropriate by the Collateral Agent, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. The Grantor acknowledges that the purpose of this Section is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would not be commercially unreasonable in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section. Without limitation upon the foregoing, nothing contained in this Section shall be construed to grant any rights to the Grantor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section.

6.3 Authority of Collateral Agent.

Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Security Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Collateral Agent and the Secured Parties, be governed by the Agency and Interlender Agreement, and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Grantors, the Collateral Agent shall be conclusively presumed to be acting as agent for the applicable Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

6.4 Continuing ***Security*** Interest.

This ***Security Agreement*** shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon each Grantor and the successors and assigns thereof and shall inure to the benefit of the Collateral Agent and the other Secured Parties and their respective successors, endorsees, transferees and assigns until all Secured Obligations under the Loan Documents (other than any contingent indemnity obligations not then due) are Paid in Full and the obligations of each Grantor under this Security Agreement shall have been satisfied by payment in full, notwithstanding that from time to time during the term of the Agency and Interlender Agreement the Credit Parties may be free from any Secured Obligations.

6.5 Further Assurances.

Each Grantor agrees that at any time and from time to time, at the expense of such Grantor, it will execute or otherwise authorize the filing of any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), which may be required under any applicable law, or which the Collateral Agent may reasonably request, in order (i) to perfect and protect any pledge, assignment or Security Interest granted or purported to be granted hereby (including the priority thereof) or (ii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

7. Miscellaneous.

7.1 Amendments in Writing.

None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Collateral Agent, the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with the Agency and Interlender Agreement provided that any provision of this Security Agreement imposing obligations on any Grantor may be waived by the Collateral Agent in a written instrument executed thereby.

7.2 Notices.

All notices, requests and demands pursuant hereto shall be made in accordance with the terms of the Agency and Interlender Agreement.

7.3 No Waiver by Course of Conduct; Cumulative Remedies.

Neither the Collateral Agent nor any Secured Party shall by any act (except by a written instrument pursuant to Section 7.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Collateral Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Collateral Agent or such other Secured Party would otherwise have on any future occasion. The rights, remedies, powers and privileges herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

7.4 Enforcement Expenses; Indemnification.

(a)

Each Grantor agrees to pay any and all reasonable out of pocket expenses (including all reasonable and documented fees and disbursements of outside counsel) that may be paid or incurred by the Collateral Agent and any Secured Party in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Secured Obligations and/or enforcing any rights with respect to, or collecting against, such Grantor under this Security Agreement.

(b)

Each Grantor agrees to pay, and to hold the Collateral Agent and the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes that may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Security Agreement to the extent the Borrower would be required to do so pursuant to the terms of the Agency and Interlender Agreement.

(c)

Each Grantor agrees to pay, and to hold the Collateral Agent and the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, reasonable out-of-pocket expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Security Agreement to the extent a Borrower would be required to do so pursuant to the terms of the Agency and Interlender Agreement.

(d)

The agreements in this Section 7.4 shall survive repayment of the Obligations and all other amounts payable under the Agency and Interlender Agreement and the other Loan Documents.

7.5 Successors and Assigns.

The provisions of this Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Grantor may assign, transfer or delegate any of its rights or obligations under this Security

Agreement without the prior written consent of the Collateral Agent except pursuant to a transaction permitted by the Agency and Interlender Agreement.

7.6 Counterparts.

This Security Agreement may be executed by one or more of the parties to this Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Security Agreement by facsimile transmission or other electronic delivery shall be as effective as delivery of a manually signed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Security Agreement.

7.7 Severability.

Any provision of this Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

7.8 **GOVERNING LAW**.

THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEVADA WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

7.9 Submission To Jurisdiction; Waivers.

Each party hereto hereby irrevocably and unconditionally:

(a)

submits for itself and its property in any legal action or proceeding relating to this Security Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of Nevada, the courts of the United States of America, and appellate courts from any thereof;

(b)

consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c)

agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address referred to in Section 7.2 or at such other address of which such Person shall have been notified pursuant thereto;

(d)

agrees that nothing herein shall affect the right of any other party hereto (or any Secured Party) to effect service of process in any other manner permitted by law or shall limit the right of any party hereto (or any Secured Party) to sue in any other jurisdiction; and

(e)

waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding any special, exemplary, punitive or consequential damages.

7.10 Acknowledgments.

Each party hereto hereby acknowledges that:

(a)

neither the Collateral Agent nor any other Agent or Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Security Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Collateral Agent, each other Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(b)

no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Collateral Agent, the Agents or among the Grantors and the Collateral Agent, the Agents.

(c)

Each Grantor hereby acknowledges that: (i) it has been advised by counsel in the negotiation, execution and delivery of this Security Agreement and the other Loan Documents to which it is a party; (ii) the Collateral Agent has no fiduciary relationship with or duty to any Grantor arising out of or in connection with this Security Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Collateral Agent, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and (iii) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Grantors and the Collateral Agent.

7.11 Additional Grantors.

Each Subsidiary of the Borrower that is required to become a party to this Security Agreement pursuant to the terms of the Loan Documents shall become a Grantor, with the same force and effect as if originally named as a Grantor herein, for all purposes of this Security Agreement upon execution and delivery by such Subsidiary of a written supplement substantially in the

form of Annex A hereto. The execution and delivery of any instrument adding an additional Grantor as a party to this Security Agreement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Security Agreement.

7.12 Release.

(a)

At such time as the Secured Obligations have been Paid in Full, the Collateral shall be released from the Liens created hereby, and this Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall deliver to the Grantors any Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination. Such documents shall be prepared by the Grantor and shall be in form and substance reasonably satisfactory to the Collateral Agent.

(b)

If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Agency and Interlender Agreement, then the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Grantor shall be released from its obligations hereunder in the event that all the equity interests of such Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Agency and Interlender Agreement; provided that the Borrower shall have delivered to the Collateral Agent, at least five Business Days/with reasonable notice prior to the date of the proposed release, a written request for release identifying the relevant Grantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Agency and Interlender Agreement and the other Loan Documents.

7.13 **WAIVER OF JURY TRIAL**.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.13.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Security Agreement to be duly executed and delivered as of the date first above written.

Elite Ventures Group LLC, as Grantor

By:_____

Name: David Baker

Title: Manager

KW Capital Partners Limited, as collateral Agent

By:_____

Name: [_____]

Title: [_____]

List of schedules

1. Pledged Equity and Notes
2. Instruments, Chattel Paper, Certificated Securities and Negotiable Documents
3. Grantor Information
4. Deposit and Securities Accounts.
5. Equipment and Inventory
6. Notices

IN WITNESS WHEREOF, each of the undersigned has caused this Security Agreement to be duly executed and delivered as of the date first above written.

Elite Ventures Group LLC, as Grantor

By:_____

Name: David Baker

Title: Manager

KW Capital Partners Limited, as collateral Agent

By:_____

Name: Sruli Weinreb

Title: President

List of schedules

1. Pledged Equity and Notes
2. Instruments, Chattel Paper, Certificated Securities and Negotiable Documents
3. Grantor Information
4. Deposit and Securities Accounts.
5. Equipment and Inventory
6. Notices

ANNEX A TO THE
SECURITY AGREEMENT

SUPPLEMENT NO. [ ] dated as of ***MONTH*** _____, ***YEAR***, to the Security Agreement dated as of [_____] (the "Security Agreement") Crop Infrastructure Corp., a British Columbia, Canada corporation (the "Borrower"), each subsidiary of the Borrower listed on Annex A thereto (each such subsidiary individually a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the Borrower are referred to collectively herein as the "Grantors"), KW Capital Partners Limited, a Canadian corporation, as collateral agent (in such capacity, the "Collateral Agent") under the Agency and Interlender Agreement referred to below.

A.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

B.

The Grantors have entered into the Security Agreement in order to induce the Collateral Agent and the Secured Parties to enter into the Loan Documents and to induce the Secured Parties to make the Loans to the Borrower under the Loan Documents.

C.

Section 7.11 of the Security Agreement provide that each Subsidiary of the Borrower that is required to become a party to the Security Agreement pursuant to the Loan Documents shall become a Grantor, with the same force and effect as if originally named as a Grantor therein, for all purposes of the Security Agreement upon execution and delivery by such Subsidiary of an instrument in the form of this Supplement. Each undersigned Subsidiary (each a "New Grantor") is executing this Supplement in accordance with the requirements of the Security Agreement to become a Subsidiary Grantor under the Security Agreement in order to induce the Collateral Agent to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and the New Grantors agree as follows:

SECTION 1.

In accordance with Section 7.11 of the Security Agreement, each New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (i) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (ii) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Secured Obligations, does hereby grant, bargain, sell, convey, assign, set over, mortgage, charge, pledge, hypothecate and transfer to and in favour of the Collateral Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of the Collateral of such New Grantor, in each case whether now or hereafter existing or in which it now has or hereafter acquires an interest. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2.

Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and general equitable principles.

SECTION 3.

This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and the Borrower. This Supplement shall become effective as to each New Grantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such New Grantor and the Collateral Agent.

SECTION 4.

The information set forth on Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Security Agreement, and each New Grantor represents and warrants that such information as to itself is true and correct as of the date hereof.

SECTION 5.

Each New Grantor hereby authorizes the Collateral Agent to file financing statements describing the collateral covered thereby as “all assets” or “all personal property” or using such other words of similar effect as the Collateral Agent reasonably determines is necessary or appropriate to perfect the Security Interests of the Collateral Agent under the Security Agreement, notwithstanding that such wording may be broader in scope than the Collateral described in the Security Agreement.

SECTION 6.

Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 7.

THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

SECTION 8.

Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render

unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9.

All notices, requests and demands pursuant hereto shall be made in accordance with Section 18.1 of the Agency and Interlender Agreement.

Notices shall be addressed as follows:

IN WITNESS WHEREOF, each New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[name of new Grantor]

By:_____

Name: [_____]

Title: [_____]

KW Capital Partners Limited, as Collateral Agent

By:_____

Name: [_____]

Title: [_____]

SCHEDULE 1

TO

SECURITY AGREEMENT

Pledged Equity and Notes

Part A: Pledged Equity of Grantors

Grantor (owner of record such Pledge Equity)	**Issuer**	**Pledge Equity Description**	**Percentage of Issuer**
1. Elite Ventures Group LLC		LLC Membership	49

Part B: Pledged Notes

Grantor (owner of record such Pledged Notes)	**Issuer**	**Pledge Note Description**
NONE		

SCHEDULE 2

TO
SECURITY AGREEMENT

Instruments, Chattel Paper, Certificated Securities and Negotiable Documents

NONE

SCHEDULE 3

TO
SECURITY AGREEMENT

Grantor Information

Grantor (exact legal name)	**State of Organization**	**Federal Employer Identification Number**	**Chief Executive Office**
1. Elite Ventures Group LLC	Nevada	46-494-578	David Baker

SCHEDULE 4

TO
SECURITY AGREEMENT

Deposit and Securities Accounts

Grantor	Financial Information	Account Number	Contact Information
NONE			

SCHEDULE 5

TO
SECURITY AGREEMENT

Equipment and Inventory

Grantor	**Collateral**	**Collateral Location and Place of Business (including chief executive office)**	**Owner/Lessor (if leased)**
NONE			

SCHEDULE 6

TO
SECURITY AGREEMENT

Notice Addresses

End of Document

END OF DOCUMENT

THIS AMENDED SECURITY AGREEMENT (the "Security Agreement") dated as of June 11, 2019, among CROP Infrastructure Corp, a British Columbia, Canada corporation (the "Borrower"), and each of the subsidiaries of the Borrower listed on the signature pages hereto or that become a party hereto pursuant to Section 7.11 (each such entity being a "Subsidiary" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors, and the Borrower are referred to collectively as the "Grantors"), and KW Capital Partners Limited, as Collateral Agent under the Agency and Interlender Agreement, (as defined below) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the parties hereto are parties to a Security Agreement, dated on or about February 8, 2019 (the "Original Security Agreement"), pursuant to which each Grantor granted a security interest in and to certain collateral of such Grantor to and in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, subject to the terms and conditions thereof;

WHEREAS, among other things, certain of the Secured Parties have severally agreed to make certain loans or otherwise extend credit to the Borrower (collectively, "Loans"), in one or more advances and upon the terms and subject to the conditions set forth in the Loan Documents, which Loans, for greater certainty, include but are not limited to, certain loans advanced by certain of the Secured Parties on or about February 8, 2019, in the aggregate principal amount of $4,000,000, and on or about June 11, 2019, in the aggregate principal amount of $1,250,000;

WHEREAS, the proceeds of the Loans have been or will be, as the case may be, used in part to enable the Borrower to make valuable transfers to the Subsidiary Grantors in connection with the operation of their respective businesses;

WHEREAS, each Grantor acknowledges that it has derived, or will derive, as the case may be, substantial direct and indirect benefit from the making of the Loans;

WHEREAS, it is a condition precedent to the obligation of the Secured Parties to make the Loans to the Borrower under the Loan Documents that the Grantors shall have executed and delivered this Security Agreement to the Collateral Agent for the ratable benefit of the Secured Parties; and

WHEREAS, the parties hereto wish to, and have agreed to hereby, amend and restate in its entirety the Original Security Agreement, as provided for in this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Secured Parties to enter into the Loan Documents and to induce the Secured Parties to make the Loans to the Borrower under the Loan Documents, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Defined Terms.

(a)

Unless otherwise defined herein, terms defined in the Agency and Interlender Agreement and used herein shall have the meanings given to them in the Agency and Interlender Agreement.

(b)

Terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC, 2010, and if defined in more than one article of the UCC shall have the meanings set forth in Article 9 thereof unless otherwise indicated.

(c)

Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

(d)

The following terms shall have the following meanings:

"Agency and Interlender Agreement" means the Agency and Interlender Agreement, dated as of February 8, 2019 and as first amended and restated on June 11, 2019, among the Borrower, the lenders or other financial institutions or entities from time to time party thereto, and KW Capital Partners Limited, as administrative agent and collateral agent (the "Collateral Agent"), as the same may be further amended, restated, supplemented or otherwise modified, or replaced from time to time.

"Chattel Paper" means all "chattel paper" as such term is defined in UCC § 9-102(a)(11) and, in any event, including with respect to any Grantor, all electronic chattel paper and tangible chattel paper.

"Collateral" has the meaning provided in Section 2.

"Collateral Account" means any collateral account established by the Collateral Agent as provided in Section 5.1 or Section 5.4.

"Commercial Tort Claim" has the meaning provided in the UCC, except it shall refer only to such claims that have been asserted in judicial proceedings.

"Commercially Reasonable Efforts" means efforts that are commercially reasonable but in no event require the making of payments or material concessions.

"Control" means "control," as such term is defined in UCC § 9–104, UCC § 9–105, UCC § 9–106, or UCC § 9–107, as applicable.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor (including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright) or that any Grantor otherwise has the right to license, or granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and includes all rights of any Grantor under any such agreement.

"Copyrights" means, with respect to any Grantor, all of the following now owned or hereafter acquired by such Grantor: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country or group of countries, whether as author, assignee, transferee or otherwise and (ii) all registrations and applications for registration of any such copyright in the United States or any other country or group of countries, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, and the right to obtain all extensions and renewals thereof, whether published or unpublished.

"Deposit Accounts" has the meaning provided in the UCC.

"Equipment" means all "equipment," as such term is defined in Article 9 of the UCC, now or hereafter owned by any Grantor or to which any Grantor has rights and, in any event, shall

include all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by any Grantor or to which any Grantor has rights, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Event of Default" shall have the meaning ascribed to such term in any agreement, instrument, or document entered into with respect to, or in connection with, the Collateral secured by this Security Agreement, including, without limiting the generality of the foregoing, this Security Agreement and each of the Loan Documents, and shall include, without limitation, the untruth or breach, in any material respect, of any representation or warranty made in this Agreement by any Grantor, or the failure or neglect, in any material respect, of any Grantor to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Security Agreement or any of the Loan Documents.

"Excluded Collateral" means collectively,

(i)

any permit or license of, any Grantor (A) that prohibits or requires the consent of any Person other than the Borrower and its affiliates as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit or license or (B) to the extent that any requirement of law applicable thereto prohibits the creation of a Lien thereon; provided however, that any such permit or license to which (A) or (B) applies shall only be deemed Excluded Collateral to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other requirement of law or required consent is not obtained; and provided further that, immediately upon the lapse, termination, unenforceability or ineffectiveness of any such prohibition or grant of such required consent, as applicable, the Collateral shall include, and Grantors shall be deemed to have automatically granted, a Security Interest in all such permits and licenses, and such permits and licenses shall no longer be Excluded Collateral;

(ii)

any contracts, instruments, licenses or other documents, any rights thereunder or any assets subject thereto, as to which the grant of a Security Interest therein would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder, except to the extent that the applicable terms in such contract, instrument, license or other document are ineffective under applicable law;

(iii)

any fixed or capital assets (including any associated software or other general intangibles) owned by any Grantor that is subject to a purchase money Lien or a capital lease if the contractual obligation pursuant to which such Lien is granted (or in the document providing for such capital lease) prohibits or requires the consent of any Person other than the Borrower and its affiliates as a condition to the creation of any other Lien on such equipment;

(iv)

any "intent-to-use" trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a Security Interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

(v)

any shares of capital stock, limited liability company interests, partnership interests or other equity interests that constitute Excluded Equity Interests. Excluded Equity Interests shall be defined as those interest, if any, which the parties hereto have agreed and identified as excluded from the terms of this Security Agreement;

(vi)

any ***security*** or equity interest representing in excess of 65% of the outstanding voting stock of any foreign Subsidiary;

provided, however, that the term "Excluded Collateral" shall not include any proceeds, products, substitutions or replacements of Excluded Collateral (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Collateral).

"Excluded Deposit Accounts" means (i) any Deposit Accounts specially and exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of the Grantor's salaried employees; and (ii) Deposit Accounts not otherwise subject to the provisions of this paragraph, the aggregate average daily balance of which for all Loan Parties does not exceed $50,000.00 at any time.

"General Intangibles" means all "general intangibles" as such term is defined in UCC § 9-102(a)(42) and, in any event, including with respect to any Grantor, all Payment Intangibles, all contracts, ***agreements***, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same from time to time may be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect thereto, (iii) all claims of such Grantor for damages arising out of any breach of or default thereunder and (iv) all rights of such Grantor to terminate, amend, supplement, modify or exercise rights or options thereunder, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a Security Interest pursuant to this Security Agreement in its right, title and interest in any such contract, agreement, instrument or indenture (A) is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, (B) would not give any other party to any such contract, agreement, instrument or indenture the right to terminate its obligations thereunder or (C) is permitted with consent if all necessary consents to such grant of a Security Interest have been obtained from the other parties thereto (other than to the extent that any such prohibition referred to in clauses (A), (B) and (C) would be rendered ineffective pursuant to UCC § 9-406, UCC § 9-407, UCC § 9-408, or UCC § 9-409 (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law) (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents), all rights of such Grantor to damages arising thereunder and (v) all rights of such

Grantor to perform and to exercise all remedies thereunder; provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a Security Interest pursuant to this Security Agreement in any Receivable or any money or other amounts due or to become due under any such Payment Intangible, contract, agreement, instrument or indenture.

"Grantor" has the meaning assigned to such term in the recitals hereto.

"Intellectual Property" means all of the following now owned or hereafter created or acquired by any Grantor: (i) all Copyrights, Copyright Licenses, Trademarks, Trademark Licenses, Trade Secrets (identified in writing as such) and Trade Secret Licenses (identified in writing as such), Patent and Patent Licenses, and (ii) all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise now owned or hereafter acquired, including (A) all information used or useful arising from the business including all goodwill, trade secrets, trade secret rights, know-how, customer lists, processes of production, ideas, confidential business information, techniques, processes, formulas and all other proprietary information, and (B) rights, priorities and privileges relating to the foregoing and the Licenses and all rights to sue at law or in equity for any past, present or future infringement, misappropriation, dilution or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note" means any promissory note evidencing loans made by any Grantor to any other Grantor.

"Investment Property" means the collective reference to (i) all "investment property" as such term is defined in UCC § 9-102(a)(49); (ii) all "financial assets" as such term is defined in NUCC § 8-102(a)(9); and (iii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Equity.

"Issuers" means the collective reference to each issuer of any Investment Property.

"Loan Documents" means, individually or collectively, the underlying loan agreements and any other related agreements and instruments executed or delivered in connection with the Loans, including, but not limited to, the Agency and Interlender Agreement and all Subscription Agreements.

"License" mean any Copyright License, Trademark License or Patent License or other license or sublicense to which any Grantor is a party.

"Material Adverse Effect" means any event, change, circumstance, effect or other matter that has, or could reasonably be expected to have, either individually or in the aggregate with all other events, changes, circumstances, effects or other matters, with or without notice, lapse of time or both, a material adverse effect on (a) the business, assets, liabilities, properties, condition (financial or otherwise), operating results, operations or prospects of any Grantor, taken as a whole, (b) the ability of any Grantor to perform its obligations under this Security Agreement or any agreement, document or instrument entered into with respect to, or in connection with, the Collateral secured by this Security Agreement, or (c) the aggregate value of the Collateral or on the Liens created under this Security Agreement.

"Paid in Full" means the indefeasible payment in full in cash and performance of all Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any

commitment to extend any financial accommodations under the Agency and Interlender Agreement.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor (including all Patents) or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, have made, use, import or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement, if any.

"Patents" means, with respect to any Grantor, all of the following now owned or hereafter acquired by such Grantor: (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof and all goodwill associated therewith, and the inventions disclosed or claimed therein, including the right to make, have made, use, import and/or sell the inventions disclosed or claimed therein, and (c) all rights to obtain any reissues or extensions of the foregoing.

"Permitted Liens" means Liens permitted, if any, in accordance with the terms of the Agency and Interlender Agreement

"Pledged Equity" means the equity interests listed on Schedule 1, together with any other equity interests, certificates, options or rights of any nature whatsoever in respect of the equity interests of any Person that may be issued or granted to, or held by, any Grantor while this Security Agreement is in effect.

"Pledged Notes" means all promissory notes listed on Schedule 1, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor.

"Proceeds" means all "proceeds" as such term is defined in UCC § 9-102(a)(64) and, in any event, shall include all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Secured Obligations" means all of the indebtedness, obligations, and liabilities of each Grantor to the Secured Parties and the Collateral Agent, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising (and whether arising before or after the filing of a petition in bankruptcy and including all interest accrued after the petition date) under or in respect of the Agency and Interlender Agreement, the Loan Documents, any promissory notes or other instruments or agreements executed and delivered pursuant thereto or in connection therewith, any Swap Contract and/or any cash management agreement or treasury management agreement or this Security Agreement.

"Security Agreement" means this Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Security Interest" has the meaning provided in Section 2.

"Subscription Agreements" means, collectively, each of the subscription agreements entered into by and between the Borrower and the Secured Parties setting forth the terms and conditions of the Loans.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor (including any Trademark) or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means, with respect to any Grantor, all of the following now owned or hereafter acquired by such Grantor: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof and all common-law rights related thereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of Washington.

2. Grant of Security Interest.

(a)

Each Grantor hereby grants, bargains, sells, conveys, assigns, sets over, mortgages, charges, pledges, hypothecates and transfers to and in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in (the "Security Interest"), all of its right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by such Grantor, wherever located, or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(i)

all personal property of every kind and nature;

(ii)

all Accounts;

(iii)

all Chattel Paper;

(iv)

all Documents (other than title documents with respect to Vehicles);

(v)

all Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);

(vi)

all Fixtures;

(vii)

all General Intangibles (including Payment Intangibles and Software, including all applications, registration, and licenses therefore, and all goodwill of the business connected therewith or represented thereby);

(viii)

all Instruments (including, without limitation, promissory notes);

(ix)

all Intellectual Property;

(x)

all Inventory;

(xi)

all Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);

(xii)

all Letters of Credit and Letter-of-Credit Rights;

(xiii)

all Supporting Secured Obligations (defined as a letter-of-credit right or secondary obligation that supports the payment or performance of an account, chattel paper, a document, a general intangible, an instrument, or investment property);

(xiv)

all rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing;

(xv)

all Deposit Accounts;

(xvi)

all monies, personal property, and interests in personal property of such Grantor of any kind or description now held by the Secured Parties or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, the Secured Parties, or any agent or affiliate of the Secured Parties, whether expressly as collateral ***security*** or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property including all Collateral Accounts;

(xvii)

all Commercial Tort Claims with a reasonably expected value in excess of $50,000.00;

(xviii)

all books and records pertaining to the Collateral together with all supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of such Grantor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes, and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;

(xix)

all accessions and additions to, and substitutions and replacements of, any and all of the foregoing;

(xx)

to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

No Grantor shall be required to take actions to perfect Security Interests in Commercial Tort Claims except to the extent perfection of a Security Interest therein may be accomplished by filing of financing statements in appropriate form in the applicable jurisdiction under the UCC.

(b)

Each Grantor hereby irrevocably authorizes the Collateral Agent and its affiliates, counsel and other representatives, at any time and from time to time, to file or record financing statements, amendments to financing statements and, with notice to the Borrower, and other filing or recording documents or instruments with respect to the Collateral in such form and in such offices as the Collateral Agent reasonably determines appropriate to perfect the Security Interests of the Collateral Agent under this Security Agreement, and such financing statements and amendments may describe the Collateral covered thereby as “all assets”, or “all personal property” or using such other words of similar effect as the Collateral Agent reasonably determines is necessary or appropriate to perfect the Security Interests of the Collateral Agent under this Security Agreement. Each Grantor also ratifies its authorization for the Secured Party to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

Each Grantor hereby also authorizes the Collateral Agent and its affiliates, counsel and other representatives, at any time and from time to time, to file continuation statements with respect to previously filed financing statements. A photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

Each Grantor hereby agrees to provide to the Collateral Agent, promptly upon request, any information reasonably necessary to effectuate the filings or recordings authorized by this Section 2(b) including the Intellectual Property filings referred to below.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted hereunder by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors, as the case may be, as debtors and the Collateral Agent, as secured party; provided, that at the reasonable request of the Collateral Agent each Grantor agrees to execute any such documents to be so filed.

(c)

Each Grantor hereby irrevocably authorizes and empowers the Collateral Agent in its reasonable discretion, to assert, either directly or on behalf of any Grantor, at any time that an Event of Default is in existence , any claims any Grantor may from time to time have against the sellers or any of their affiliates with respect to any and all contract rights ("Payments"), and to receive and collect any damages, awards and other monies resulting therefrom and to apply the same on account of the Secured Obligations. After the occurrence of any Event of Default, the Collateral Agent may provide notice that all Payments shall be made to or at the direction of the Collateral Agent for so long as such Event of Default shall be continuing, and each Grantor hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees, or agents designated by the Collateral Agent) as such Grantor's true and lawful attorney (and agent-in-fact) for the purpose of enabling the Collateral Agent or its agents to assert and collect such claims and to apply such monies in the manner set forth hereinabove.

3. Representations and Warranties.

Each Grantor hereby represents and warrants to the Collateral Agent and each Secured Party on the date hereof, and acknowledges that and so long as this Security Agreement remains in effect, shall be deemed to continuously represent and warrant, that:

3.1 Title; No Other Liens.

Except for (i) the Security Interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Security Agreement, and (ii) Permitted Liens (if any), such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No effective financing statement or other public notice with respect to all or any part of the Collateral that evidences a Lien securing any material Indebtedness is on file or of record in any public office, except such as (i) have been filed in favor of the Collateral Agent for the ratable benefit of the Secured Parties pursuant to this Security Agreement or (ii) Permitted Liens (if any).

3.2 Perfected First Priority Liens.

(a)

This Security Agreement is effective to create in favor of the Collateral Agent, for its benefit and for the benefit of the Secured Parties, legal, valid and enforceable Security Interests in the Collateral (with respect to Collateral consisting of stock of foreign subsidiaries, to the extent the enforceability of such Security Interest is governed by the UCC), securing the payment and performance of the Secured Obligations, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and general equitable principles.

(b)

The Security Interests granted pursuant to this Security Agreement (i) will constitute legal, valid and perfected Security Interests in the Collateral (as to which perfection may be obtained by the filings or other actions described in clause (A), (B), (C) or (D) of this paragraph) in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations, upon, as applicable, (A) the filing in the applicable filing offices hereto of all financing statements, in each case, naming each Grantor as "debtor" and the Collateral Agent as "secured party" and describing the Collateral, (B) delivery to the Collateral Agent of all Instruments, Chattel Paper, Certificated Securities and Negotiable Documents, properly endorsed for transfer in blank, (C) the establishment of the Collateral Agent's "control" over all Deposit Accounts included in the Collateral, or (D) completion of the filing, registration and recording of a fully executed agreement and containing a description of all Collateral constituting Intellectual Property in the United States Patent and Trademark Office (or any successor office) and in the United States Copyright Office (or any successor office), and otherwise as may be required pursuant to the laws of any other necessary jurisdiction to the extent that a Security Interest may be perfected by such filings, registrations and recordings, or such longer period as the Collateral Agent, acting in its sole reasonable discretion may agree to and (ii) are prior to all other Liens on the Collateral other than Permitted Liens (if any).

3.3 Grantor Information.

Schedule 3 hereto accurately and fully sets forth under the appropriate headings and as of the Closing Date as defined by the Agency and Interlender Agreement: (i) the full legal name of such Grantor, (ii) all trade names or other names under which such Grantor currently conducts business, (iii) the type of organization of such Grantor, (iv) the jurisdiction of organization of such Grantor, (v) its organizational identification number, if any, (vi) federal employer identification number and (vii) the jurisdiction where the chief executive office of such Grantor is located.

3.4 Collateral Locations.

On the date hereof, Schedule 5 accurately and fully sets forth (i) each place of business of each Grantor (including its chief executive office), (ii) all locations where all Inventory and the Equipment owned by each Grantor is kept and (iii) whether each such Collateral location and place of business is owned or leased (and if leased, specifies the complete name and notice address of each lessor). No Collateral is located outside the United States or in the possession of any lessor, bailee, warehouseman or consignee.

3.5 Certain Property.

None of the Collateral constitutes, or is the Proceeds of, (i) Farm Products, (ii) Health Care Insurance or (iii) vessels, aircraft or any other property subject to any certificate of title or other registration statute of the United States, any State or other jurisdiction, except for vehicles owned by the Grantors and used by employees of the Grantors in the ordinary course of business.

3.6 Pledged Equity.

(a)

The Pledged Equity pledged by each Grantor hereunder constitutes all the issued and outstanding equity interests of each Issuer owned by such Grantor.

(b)

All of the Pledged Equity has been duly and validly issued and is fully paid and nonassessable.

(c)

Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing).

(d)

No Grantor owns any Investment Property, unless as permitted by Section 4.8 hereof. Each Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except Permitted Liens (if any).

(e)

The terms of any Pledged Equity constituting equity interests in any limited liability company or partnership expressly provide that they are not ***securities*** governed by Article 8 of the UCC in effect from time to time in any applicable jurisdiction of each issuer thereof.

3.7 Receivables.

(a)

No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Collateral Agent.

(b)

No obligor on any Receivable is a governmental authority.

(c)

The amounts represented by such Grantor to the Collateral Agent from time to time as owing to such Grantor in respect of the Receivables (to the extent such representations are required by any of the Loan Documents) will at all such times be accurate.

3.8 Intellectual Property.

(a)

On the date hereof, all material Intellectual Property, if any, owned by any Grantor is valid, subsisting, unexpired and enforceable and has not been abandoned.

(b)

None of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(c)

If any Grantor owns and possesses or has a license or other right to use all Intellectual Property as is necessary for the conduct of the businesses of such Grantor, it does so without any infringement upon rights of others to the best knowledge of the grantors which could reasonably be expected to have a Material Adverse Effect.

3.9 Deposit Accounts and Securities Accounts.

(a)

All Deposit Accounts maintained by each Grantor are fully and accurately described on Schedule 4 hereto, which description includes for each such account the name of the Grantor maintaining such account, the name, address, telephone and fax numbers of the financial institution at which such account is maintained, the account number and the account officer, if any, of such account.

3.10 Compliance with Law.

Each Grantor has at all times operated its business in compliance with laws to the extent required by the terms contained in the Agency and Interlender Agreement.

3.11 Commercial Tort Claims.

Each Grantor holds no Commercial Tort Claims as of the date of this signing.

4. Covenants.

Each Grantor hereby covenants and agrees with the Collateral Agent and the Secured Parties that, from and after the date of this Security Agreement until the Secured Obligations are Paid in Full:

4.1 Maintenance of Perfected ***Security*** Interest; Further Documentation.

(a)

Such Grantor shall maintain the Security Interest created by this Security Agreement as a perfected Security Interest having at least the priority described in Section 3.2 and shall defend such Security Interest against the claims and demands of all Persons whomsoever.

(b)

Subject to clause (c) below, each Grantor agrees that at any time and from time to time, at the expense of such Grantor, it will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions, including the filing and recording of financing statements and other documents, including all applicable documents required under Section 3.2(b)(i)(C)) which may be required under any applicable law, or which the Collateral Agent may reasonably request, in order (i) to grant, preserve, protect and perfect the validity and priority of the Security Interests created or intended to be created hereby or (ii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral, including the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Security Interests created hereby and all applicable documents required under Section 3.2(b)(i)(C), all at the expense of such Grantor.

(c)

Notwithstanding anything in this Section 4.1 to the contrary, (i) with respect to any assets created or acquired by such Grantor after the date hereof that are required by the Loan Documents to be subject to the Lien created hereby or (ii) with respect to any Person that, subsequent to the date hereof, becomes a Subsidiary that is required by the Loan Documents to become a party hereto, the relevant Grantor after the acquisition or creation thereof shall promptly take all actions required by the Loan Documents and this Security Agreement.

4.2 Damage or Destruction of Collateral.

The Grantors agree promptly to notify the Collateral Agent if any material portion of the Collateral is damaged or destroyed in any manner which could reasonably be expected to have a Material Adverse Effect.

4.3 Notices.

Each Grantor will advise the Collateral Agent and the Secured Parties promptly, in reasonable detail, of (i) any Lien of which it has knowledge (other than Permitted Liens, if any) on any of the Collateral which would adversely affect, in any material respect, the ability of the Collateral Agent to exercise any of its remedies hereunder; and (ii) the occurrence of any other event which could, either individually or in the aggregate with all other events, reasonably be expected to have/would have a Material Adverse Effect.

4.4 Changes in Grantor Information or Status.

Without limiting any prohibitions or restrictions on mergers or other transactions set forth in the Loan Documents, no Grantor shall change its name, identity, organizational identification number if it has one, corporate structure (e.g. by merger, consolidation, change in corporate form or otherwise), type of organization or jurisdiction of organization or, in the case of any Grantor which is a partnership, the sole place of business and chief executive office unless it shall have notified the Collateral Agent in writing at least ten business days prior to any such change (or such later date as is reasonably acceptable to the Collateral Agent), identifying such new proposed name, identity, corporate structure or jurisdiction of organization or, in the case of any Grantor which is a partnership, the sole place of business and chief executive office, and providing such other information in connection therewith as the Collateral Agent may reasonably request.

4.5 Promissory Notes and Tangible Chattel Paper.

If any Grantor shall at any time hold or acquire any promissory notes or tangible chattel paper with a value in excess of $50,000.00, it shall within ten days of the acquisition thereof endorse in a manner reasonably satisfactory to the Collateral Agent, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably specify.

4.6 Acquisition of Additional Intellectual Property.

Within ten business days after the end of each calendar quarter each Grantor shall provide a list of any additional applications for or registrations of material Intellectual Property of such Grantor not previously disclosed to the Collateral Agent including such information as is necessary for Grantor to make appropriate filings in the U.S. Patent and Trademark Office and the US Copyright Office.

4.7 Equipment and Inventory.

Such Grantor shall not permit any Inventory or Equipment to be kept at a location other than those listed on Schedule 5, except upon 30 days' prior written notice to the Collateral Agent and delivery to the Collateral Agent of (a) all additional financing statements and other documents reasonably requested by the Collateral Agent as to the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept.

4.8 Investment Property.

(a)

If such Grantor shall become entitled to receive or shall receive any certificate, option or rights in respect of the equity interests of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any of the Pledged Equity, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Collateral Agent, hold the same in trust for the Collateral Agent and deliver the same within ten business days to the Collateral Agent in the exact form received, duly indorsed by such Grantor to the Collateral Agent, if required, together with an undated instrument of transfer covering such certificate duly executed in blank by such Grantor and with, if the Collateral Agent so requests, signature guarantied, to be held by the Collateral Agent, subject to the terms hereof, as additional Collateral for the Secured Obligations. Upon the occurrence and during the continuance of an Event of Default, (i) any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Collateral Agent to be held by it hereunder as additional Collateral for the Secured Obligations, and (ii) in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected Lien in favor of the Collateral Agent, be delivered to the Collateral Agent to be held by it hereunder as additional Collateral for the Secured Obligations. Upon the occurrence and during the continuance of an Event of Default, if any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Collateral Agent, hold such money or property in trust for the Collateral Agent, segregated from other funds of such Grantor, as additional Collateral for the Secured Obligations.

(b)

Without the prior written consent of the Collateral Agent, which consent shall not unreasonably be withheld, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any equity interests of any nature or to issue any other securities or interests convertible into or granting the right to purchase or exchange for any equity interests of any nature of any Issuer, except, in each case, as permitted by the Agency and Interlender Agreement, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof, except pursuant to a transaction permitted by the Agency and Interlender Agreement, (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for Permitted Liens (if any), or (iv) enter into any

agreement or undertaking restricting the right or ability of such Grantor or the Collateral Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c)

In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this ***Security Agreement*** relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Collateral Agent promptly in writing of the occurrence of any of the events described in Section 4.8(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 5.3(c) and 5.7 shall apply to such Grantor with respect to all actions that may be required of it pursuant to Section 5.3(c) and 5.7 regarding the Investment Property issued by it.

(d)

In the event any Grantor shall purchase or acquire any Investment Property after the closing of the Agency and Interlender Agreement, such Grantor shall promptly notify Collateral Agent thereof and shall pledge such Investment Property as Collateral hereunder pursuant to documentation reasonably satisfactory to Collateral Agent.

4.9 Receivables.

(a)

Other than in the ordinary course of business consistent with its past practice and in amounts which are not material to such Grantor, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b)

Such Grantor will deliver to the Collateral Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than five percent (5%) of the aggregate amount of the then outstanding Receivables for all Grantors.

4.10 Intellectual Property.

(a)

Such Grantor (either itself or through licensees) will (i) continue to use each Trademark material to its business in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Collateral Agent, shall obtain a perfected Security Interest in such mark pursuant to this Security Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b)

Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any Patent material to its business may become forfeited, abandoned or dedicated to the public.

(c)

Such Grantor (either itself or through licensees) (i) will employ each Copyright material to its business and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of such Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of such Copyrights may fall into the public domain.

(d)

Such Grantor (either itself or through licensees) will not do any act that knowingly uses any Intellectual Property material to its business to infringe the intellectual property rights of any other Person.

(e)

Such Grantor will notify the Collateral Agent promptly if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding, such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f)

Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Collateral Agent within ten calendar days/concurrently with the next delivery of financial statements of the Borrower pursuant to the Agency and Interlender Agreement. Upon the request of the Collateral Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Collateral Agent may request to evidence the Collateral Agent's Security Interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g)

Such Grantor will take all reasonable and necessary steps to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of all material Intellectual Property owned by it.

(h)

In the event that any material Intellectual Property is infringed upon or misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances/as reasonably requested by the

Collateral Agent to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Collateral Agent after it learns thereof and, to the extent, in its reasonable judgment, such Grantor determines it appropriate under the circumstances, sue for infringement, misappropriation or dilution, seek injunctive relief where appropriate and recover any and all damages for such infringement, misappropriation or dilution.

4.11 Deposit Accounts and Securities Accounts.

No Grantor maintains a depository or Deposit Account or securities account other than as described on Schedule 4 hereto or as permitted by this Section 4.11. No Grantor shall open any depositary or other Deposit Accounts or Securities accounts unless such Grantor shall have given the Collateral Agent five business days' prior written notice of its intention to open any such new Deposit Accounts or Securities account. The Grantors shall deliver to the Collateral Agent a revised version of Schedule 4 showing any changes thereto within five business days of any such change. Each Grantor hereby authorizes the financial institutions at which such Grantor maintains a Deposit Account or Securities account to provide the Collateral Agent with such information with respect to such Deposit Account or Securities account, as applicable, as the Collateral Agent may from time to time reasonably request, and each Grantor hereby consents to such information being provided to the Collateral Agent. Each Grantor will, upon the Collateral Agent's reasonable request, and within five days of the Collateral Agent's reasonable request, cause each financial institution at which such Grantor maintains a depositary or other Deposit Account or Securities account to enter into a bank agency or other similar agreement with the Collateral Agent and such Grantor, in form and substance reasonably satisfactory to the Collateral Agent, in order to give the Collateral Agent “control” (as defined in the UCC) of such account. The Collateral Agent agrees with the Grantor that the Collateral Agent shall not exercise any withdrawal rights with respect to such Deposit Accounts or Securities account from the Grantor, unless an Event of Default has occurred and is continuing. The provisions of this paragraph shall not apply to Excluded Deposit Accounts unless an Event of Default has occurred and is continuing and the Collateral Agent has notified the Grantors that the covenants in this Section 4.11 shall therewith be applicable to the Excluded Deposit Accounts.

4.12 Further assurances.

Within ten business days after the Closing Date, each of the Grantors shall use Commercially Reasonable Efforts to deliver to the Collateral Agent a written notice containing full and accurate particulars with respect to (i) each bailee with which such Grantor keeps Inventory or other assets as of the Closing Date with a fair market value in excess of $10,000.00 and (ii) each landlord which leases real property (and the accompanying facilities) to any of the Grantors as of the Closing Date, and shall execute and deliver such documents or instruments as the Collateral Agent deems reasonably necessary to perfect the Collateral Agent's Security Interest in the assetst. Such ten (10) day period may be extended or such requirement may be waived at the option of the Collateral Agent. At the request of the Collateral Agent, if any Grantor shall cause to be delivered Inventory or other property to any bailee, such Grantor shall use Commercially Reasonable Efforts to cause such bailee to sign a bailee agreement reasonably satisfactory to Collateral Agent. At the request of the Collateral Agent, if any Grantor shall lease any real property or facilities with a fair market value in excess of $100,000.00, such Grantor shall use Commercially Reasonable Efforts to cause the

landlord in respect of such leased property or facilities to sign a landlord waiver reasonably satisfactory to Collateral Agent.

(b)

Each Grantor authorizes the Collateral Agent to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral as "all assets" or "all personal property" (or using such other words of similar effect as the Collateral Agent reasonably determines is necessary or appropriate to perfect the Security Interests of the Collateral Agent under this Security Agreement), and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and each Grantor agrees to furnish any such information to the Collateral Agent promptly upon request. Any such financing statement, continuation statement, or amendment may be filed at any time in any jurisdiction.

(c)

Each Grantor shall, at any time and from time and to time, take such steps as the Collateral Agent may reasonably request for the Collateral Agent (i) to obtain "control" of any letter-of-credit rights, or electronic chattel paper (as such terms are defined by the UCC with corresponding provisions thereof defining what constitutes "control" for such items of Collateral), with any agreements establishing control to be in form and substance reasonably satisfactory to the Collateral Agent, and (ii) to otherwise ensure the continued perfection and priority of the Collateral Agent's Security Interest in any of the Collateral and the preservation of its rights therein. If any Grantor shall at any time, acquire a Commercial Tort Claim, such Grantor shall promptly notify the Collateral Agent thereof in writing, providing a reasonable description and summary thereof, and upon delivery thereof to the Collateral Agent, such Grantor shall be deemed to thereby grant to the Collateral Agent (and such Grantor hereby grants to the Collateral Agent) a Security Interest and lien in and to such Commercial Tort Claim and all proceeds thereof, all upon the terms of and governed by this Security Agreement.

(d)

Without limiting the generality of the foregoing, if any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record", as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in § 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, such Grantor shall promptly notify the Collateral Agent thereof and, at the reasonable request of the Collateral Agent, shall take such action as required to vest in the Collateral Agent "control" under UCC § 9-105 of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, § 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record.

4.13 Insurance.

Within twenty (20) Business Days following the date of this Security Agreement, each Grantor, at its own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Collateral. In extension of the foregoing and without limitation, such insurance shall be payable to the Secured Parties as loss payee under a "standard" loss payee clause, and the Secured Parties shall be listed as an "additional

insured" on Grantor's general liability insurance. Such insurance shall not be terminated, cancelled or not renewed for any reason, including non-payment of insurance premiums, unless the insurer shall have provided the Secured Parties at least five business days prior written notice. Each Grantor will deliver to the Collateral Agent on behalf of the Secured Parties, (i) on the Closing Date, a certificate dated as of a recent date showing the amount and types of insurance coverage as of such date, (ii) upon reasonable request of the Collateral Agent from time to time, reasonably detailed information as to the insurance carried, (iii) promptly following receipt of notice from any insurer, a copy of any notice of cancellation or material change in coverage from that existing on the Closing Date and (iv) forthwith, notice of any cancellation or nonrenewal of coverage by such Grantor.

4.14 Letter-of-Credit Rights.

Each Grantor hereby covenants and agrees that, if such Grantor becomes a beneficiary with respect to any letter of credit with amounts available to be drawn thereunder in excess of $50,000.00, it shall forthwith (and in any case within ten (10) Business Days of such date), notify the Collateral Agent of the same and, if requested by the Collateral Agent, it shall use Commercially Reasonable Efforts to obtain the consent of the applicable issuer or nominated person to an assignment to the Collateral Agent of the proceeds of such letter of credit under UCC § 5-114(c) or applicable law or practice.

5. Remedial Provisions.

5.1 Certain Matters Relating to Accounts.

(a)

After giving reasonable notice to the Borrower and any other relevant Grantor, the Collateral Agent shall have the right, but not the obligation, to, at its own expense if an Event of Default does not then exist, make test verifications of the Accounts in any manner and through any medium that the Collateral Agent considers advisable, and each Grantor shall furnish all such assistance and information as the Collateral Agent may require in connection with such test verifications. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(b)

The Collateral Agent hereby authorizes and instructs each Grantor to use Commercially Reasonable Efforts to collect such Grantor's Accounts and the Collateral Agent may curtail or terminate said authority by written notice at any time after the occurrence and during the continuance of an Event of Default. If required in writing by the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by any Grantor, (i) shall be forthwith (and, in any event, within five (5) Business Days) deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of and on terms and conditions reasonably satisfactory to the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Secured Parties only as provided in Section 5.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Collateral Agent and the Secured Parties, segregated from other funds of such Grantor.

(c)

At the Collateral Agent's written request at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Collateral Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including all original orders, invoices and shipping receipts.

(d)

Upon the occurrence and during the continuance of an Event of Default, a Grantor shall not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon if the Collateral Agent shall have instructed the Grantors in writing not to grant or make any such extension, credit, discount, compromise or settlement under any circumstances during the continuance of such Event of Default.

5.2 Communications with Credit Parties/Guarantors; Grantors Remain Liable.

(a)

The Collateral Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default, after giving reasonable notice to the relevant Grantor of its intent to do so, communicate with obligors under the Accounts to verify with them to the Collateral Agent's satisfaction the existence, amount and terms of any Accounts. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(b)

Upon the written request of the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Accounts that the Accounts have been assigned to the Collateral Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Collateral Agent.

(c)

Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Security Agreement or the receipt by the Collateral Agent or any Secured Party of any payment relating thereto, nor shall the Collateral Agent or any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.3 Investment Property Rights.

(a)

Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given written notice to the relevant Grantor of the Collateral Agent's intent to exercise its corresponding rights pursuant to the terms hereof, each Grantor shall be permitted to receive all cash dividends and distributions paid in respect of the Pledged Equity and all payments made in respect of the Pledged Notes, to the extent permitted in the Agency and Interlender Agreement, and to exercise all voting and other rights with respect to the Investment Property; provided that, that no vote shall be cast or other right exercised or action taken which would materially impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Agency and Interlender Agreement, this Security Agreement or any other Loan Document.

(b)

If an Event of Default shall occur and be continuing and the Collateral Agent shall give notice of its intent to exercise its rights pursuant to this Security Agreement to the relevant Grantor or Grantors, as applicable, (i) the Collateral Agent shall have the right to receive any and all cash dividends and distributions, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Secured Obligations in such order as the Collateral Agent may reasonably determine, and (ii) any or all of the Investment Property shall be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter exercise (A) all voting and other rights pertaining to such Investment Property at any meeting of holders of the equity interests of the relevant Issuer or Issuers or otherwise and (B) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other structure of any Issuer, or upon the exercise by any Grantor or the Collateral Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may reasonably determine), all without liability except to account for property actually received by it, but the Collateral Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c)

After the occurrence and during the continuance of an Event of Default, each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Collateral Agent in writing that (A) states that an Event of Default has occurred and is continuing and (B) is otherwise in accordance with the terms of this Security Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying and (ii) unless otherwise expressly permitted hereby, pay any dividends, distributions or other payments with respect to the Investment Property directly to the Collateral Agent.

5.4 Proceeds to be Turned Over to Collateral Agent.

In addition to the rights of the Collateral Agent and the Secured Parties specified in Section 5.1 with respect to payments of Accounts, if an Event of Default shall occur and be continuing and

the Collateral Agent so requires by notice in writing to the relevant Grantor (it being understood that the exercise of remedies by the Secured Parties in connection with an Event of Default under the terms of the Agency and Interlender Agreement shall be deemed to constitute a request by the Collateral Agent for the purposes of this sentence and in such circumstances, no such written notice shall be required), all Proceeds received by any Grantor consisting of cash, checks and other near cash items shall be held by such Grantor in trust for the Collateral Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly endorsed by such Grantor to the Collateral Agent, if required). All Proceeds received by the Collateral Agent hereunder shall be held by the Collateral Agent in a Collateral Account maintained under its sole dominion and control and on terms and conditions reasonably satisfactory to the Collateral Agent. All Proceeds while held by the Collateral Agent in a Collateral Account (or by such Grantor in trust for the Collateral Agent and the Secured Parties) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 5.6.

5.5 Application of Proceeds.

The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral as well as any Collateral consisting of cash at any time after receipt in the order specified in the Agency and Interlender Agreement, and if such does not exist, in such order as the Collateral Agent shall determine in its sole discretion.

5.6 Code and Other Remedies.

(a)

If an Event of Default shall occur and be continuing, the Collateral Agent may exercise in respect of the Collateral, without any other notice to or demand upon the Grantor, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC or any other applicable law or in equity and also may with notice to the relevant Grantor/without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), sell the Collateral or any part thereof in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Collateral Agent or any Secured Party or elsewhere for cash or on credit or for future delivery at such price or prices and upon such other terms as are commercially reasonable as it may deem advisable and at such prices as it may deem best irrespective of the impact of any such sales on the market price of the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Collateral Agent shall give to the Grantor at least ten days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Collateral Agent shall also have the right to take possession of the Collateral, and for that purpose the Collateral Agent may, so far as the Grantor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Grantor hereby acknowledges that ten days' prior written notice of such sale or sales shall be reasonable notice. In addition, the Grantor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Collateral Agent's rights and remedies hereunder, including, without limitation, the Collateral Agent's right after an Event

of Default has occurred and is continuing, to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

(b)

The Collateral Agent and any Secured Party shall have the right upon any public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, and the Collateral Agent or such Secured Party may pay the purchase price by crediting the amount thereof against the Secured Obligations. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 5.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Collateral Agent hereunder, including costs and expenses of Collateral Agent's counsel or counsels to the payment in whole or in part of the Secured Obligations, in such order as the Collateral Agent may elect, and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, need the Collateral Agent account for the surplus, if any, to any Grantor. To the extent permitted by law, each Grantor hereby waives any claim against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. Each Grantor further agrees, at the Collateral Agent's request to assemble the Collateral. To the extent permitted by applicable law, and so long as an Event of Default is continuing, the Collateral Agent shall have the right to enter onto the property where any Collateral is located and take possession thereof with or without judicial process.

5.7 Disposal of Pledged Equity.

(a)

If the Collateral Agent shall determine to exercise its right to sell any or all of the Pledged Equity pursuant hereto/if in the opinion of the Collateral Agent it is necessary or advisable to have the Pledged Equity, or that portion thereof to be sold or registered under the provisions of any Securities Act, the relevant Grantor will cause the Issuer thereof to: (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Collateral Agent, necessary or advisable to register the Pledged Equity, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use Commercially Reasonable Efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Equity, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions that the Collateral Agent shall designate.

(b)

Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Equity, by reason of certain prohibitions contained in the Securities Act and applicable state Securities Acts or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Equity for the period of time necessary to permit the Issuer thereof to register such securities or other interests for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c)

Each Grantor agrees to use Commercially Reasonable Efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Equity pursuant to this Section 5.7 valid and binding and in compliance with applicable law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 5.7 will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 5.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Agency and Interlender Agreement.

5.8 Deficiency.

Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Secured Obligations and the reasonable fees and disbursements of any outside attorneys employed by the Collateral Agent or any Secured Party to collect such deficiency.

6. The Collateral Agent.

6.1 Collateral Agent's Appointment as Attorney-in-Fact, etc.

Each Grantor hereby appoints, which appointment is irrevocable and coupled with an interest, effective upon the occurrence and during the continuance of an Event of Default, the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, either in the Collateral Agent's name or in the name of such Grantor or otherwise, without assent by such Grantor, to do any or all of the following, in each case

after the occurrence and during the continuance of an Event of Default / and after written notice by the Collateral Agent of its intent to do so:

(i)

take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Account or with respect to any other Collateral whenever payable;

(ii)

in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's and the Secured Parties' Security Interest in such Intellectual Property and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby;

(iii)

pay or discharge taxes and Liens levied or placed on or threatened against the Collateral;

(iv)

execute, in connection with any sale provided for in this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral;

(v)

if such is required, to obtain, pay and adjust insurance required to be maintained by such Grantor pursuant the Agency and Interlender Agreement;

(vi)

direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct;

(vii)

ask or demand for, collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral;

(viii)

sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral;

(ix)

commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral;

(x)

defend any suit, action or proceeding brought against such Grantor with respect to any Collateral (with such Grantor's consent, to the extent such action or its resolution could materially affect such Grantor or any of its affiliates in any manner other than with respect to its continuing rights in such Collateral (such Grantors consent not to be unreasonably withheld or delayed);

(xi)

settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate; (with such Grantors consent, not to be unreasonably withheld or delayed, to the extent such action or its resolution could materially affect such Grantor or any of its affiliates in any manner other than with respect to its continuing rights in such Collateral);

(xii)

assign any Intellectual Property, throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and

(xiii)

generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things that the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's and the Secured Parties' Security Interests therein and to effect the intent of this ***Security Agreement***, all as fully and effectively as such Grantor might do.

Anything in this Section 6.1 to the contrary notwithstanding, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 6.1 unless an Event of Default shall have occurred and be continuing.

(b)

If any Grantor fails to perform or comply with any of its ***agreements*** contained herein, the Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such ***agreement***.

(c)

The expenses of the Collateral Agent incurred in connection with actions undertaken as provided in this Section 6.1, together with interest thereon (such interest to be payable at a rate per annum equal to the highest rate per annum at which interest would then be payable) on any category of past due Loans, from the date of payment by the Collateral Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Collateral Agent on demand.

(d)

All powers, authorizations and agencies contained in this ***Security Agreement*** are coupled with an interest and are irrevocable until this ***Security Agreement*** is terminated and the Security Interests created hereby are released. Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

6.2 Duty of Collateral Agent.

(a)

The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under UCC § 9-207 or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent and the Secured Parties hereunder are solely to protect the Collateral Agent's and the Secured Parties' interests in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

(b)

To the extent that applicable law imposes duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, the Grantor acknowledges and agrees that it is not commercially unreasonable for the Collateral Agent: (i) to fail to incur expenses reasonably deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition; (ii) to fail to obtain third-party consents for access to Collateral to be disposed of, if not required by other law; (iii) to fail to obtain governmental or third-party consents for the collection or disposition of Collateral to be collected or disposed of; (iv) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral; (v) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists; (vi) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature; (vii) to contact other persons, whether or not in the same business as the Grantor, for expressions of interest in acquiring all or any portion of the Collateral; (viii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature; (ix) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets; (x) to dispose of assets in wholesale

rather than retail markets; (xi) to disclaim disposition warranties; (xii) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral; or (xiii) to the extent deemed appropriate by the Collateral Agent, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. The Grantor acknowledges that the purpose of this Section is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would not be commercially unreasonable in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section. Without limitation upon the foregoing, nothing contained in this Section shall be construed to grant any rights to the Grantor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section.

6.3 Authority of Collateral Agent.

Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Security Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Collateral Agent and the Secured Parties, be governed by the Agency and Interlender Agreement, and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Grantors, the Collateral Agent shall be conclusively presumed to be acting as agent for the applicable Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

6.4 Continuing ***Security*** Interest.

This ***Security Agreement*** shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon each Grantor and the successors and assigns thereof and shall inure to the benefit of the Collateral Agent and the other Secured Parties and their respective successors, endorsees, transferees and assigns until all Secured Obligations under the Loan Documents (other than any contingent indemnity obligations not then due) are Paid in Full and the obligations of each Grantor under this Security Agreement shall have been satisfied by payment in full, notwithstanding that from time to time during the term of the Agency and Interlender Agreement the Credit Parties may be free from any Secured Obligations.

6.5 Further Assurances.

Each Grantor agrees that at any time and from time to time, at the expense of such Grantor, it will execute or otherwise authorize the filing of any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), which may be required under any applicable law, or which the Collateral Agent may reasonably request, in order (i) to perfect and protect any pledge, assignment or Security Interest granted or purported to be granted hereby (including the priority thereof) or (ii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

7. Miscellaneous.

7.1 Amendments in Writing.

None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Collateral Agent, the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with the Agency and Interlender Agreement provided that any provision of this Security Agreement imposing obligations on any Grantor may be waived by the Collateral Agent in a written instrument executed thereby.

7.2 Notices.

All notices, requests and demands pursuant hereto shall be made in accordance with the terms of the Agency and Interlender Agreement.

7.3 No Waiver by Course of Conduct; Cumulative Remedies.

Neither the Collateral Agent nor any Secured Party shall by any act (except by a written instrument pursuant to Section 7.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Collateral Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Collateral Agent or such other Secured Party would otherwise have on any future occasion. The rights, remedies, powers and privileges herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

7.4 Enforcement Expenses; Indemnification.

(a)

Each Grantor agrees to pay any and all reasonable out of pocket expenses (including all reasonable and documented fees and disbursements of outside counsel) that may be paid or incurred by the Collateral Agent and any Secured Party in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Secured Obligations and/or enforcing any rights with respect to, or collecting against, such Grantor under this Security Agreement.

(b)

Each Grantor agrees to pay, and to hold the Collateral Agent and the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes that may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Security Agreement to the extent the Borrower would be required to do so pursuant to the terms of the Agency and Interlender Agreement.

(c)

Each Grantor agrees to pay, and to hold the Collateral Agent and the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, reasonable out-of-pocket expenses or disbursements of any kind or

nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Security Agreement to the extent a Borrower would be required to do so pursuant to the terms of the Agency and Interlender Agreement.

(d)

The agreements in this Section 7.4 shall survive repayment of the Obligations and all other amounts payable under the Agency and Interlender Agreement and the other Loan Documents.

7.5 Successors and Assigns.

The provisions of this Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Grantor may assign, transfer or delegate any of its rights or obligations under this Security Agreement without the prior written consent of the Collateral Agent except pursuant to a transaction permitted by the Agency and Interlender Agreement.

7.6 Counterparts.

This Security Agreement may be executed by one or more of the parties to this Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Security Agreement by facsimile transmission or other electronic delivery shall be as effective as delivery of a manually signed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Security Agreement.

7.7 Severability.

Any provision of this Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

7.8 **GOVERNING LAW**.

THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF WASHINGTON WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

7.9 Submission To Jurisdiction; Waivers.

Each party hereto hereby irrevocably and unconditionally:

(a)

submits for itself and its property in any legal action or proceeding relating to this Security Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of Washington, the courts of the United States of America, and appellate courts from any thereof;

(b)

consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c)

agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address referred to in Section 7.2 or at such other address of which such Person shall have been notified pursuant thereto;

(d)

agrees that nothing herein shall affect the right of any other party hereto (or any Secured Party) to effect service of process in any other manner permitted by law or shall limit the right of any party hereto (or any Secured Party) to sue in any other jurisdiction; and

(e)

waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding any special, exemplary, punitive or consequential damages.

7.10 Acknowledgments.

Each party hereto hereby acknowledges that:

(a)

neither the Collateral Agent nor any other Agent or Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Security Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Collateral Agent, each other Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(b)

no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Collateral Agent, the Agents or among the Grantors and the Collateral Agent, the Agents.

(c)

Each Grantor hereby acknowledges that: (i) it has been advised by counsel in the negotiation, execution and delivery of this Security Agreement and the other Loan Documents to which

it is a party; (ii) the Collateral Agent has no fiduciary relationship with or duty to any Grantor arising out of or in connection with this Security Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Collateral Agent, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and (iii) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Grantors and the Collateral Agent.

7.11 Additional Grantors.

Each Subsidiary of the Borrower that is required to become a party to this Security Agreement pursuant to the terms of the Loan Documents shall become a Grantor, with the same force and effect as if originally named as a Grantor herein, for all purposes of this Security Agreement upon execution and delivery by such Subsidiary of a written supplement substantially in the form of Annex A hereto. The execution and delivery of any instrument adding an additional Grantor as a party to this Security Agreement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Security Agreement.

7.12 Release.

(a)

At such time as the Secured Obligations have been Paid in Full, the Collateral shall be released from the Liens created hereby, and this Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall deliver to the Grantors any Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination. Such documents shall be prepared by the Grantor and shall be in form and substance reasonably satisfactory to the Collateral Agent.

(b)

If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Agency and Interlender Agreement, then the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Grantor shall be released from its obligations hereunder in the event that all the equity interests of such Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Agency and Interlender Agreement; provided that the Borrower shall have delivered to the Collateral Agent, at least five Business Days/with reasonable notice prior to the date of the proposed release, a written request for release identifying the relevant Grantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Agency and Interlender Agreement and the other Loan Documents.

7.13 **WAIVER OF JURY TRIAL**.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.13.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Security Agreement to be duly executed and delivered as of the date first above written.

DVG, LLC, as Grantor

By: DocuSigned by: David Baker 91EE9A022491477...

Name: David Baker

Title: Manager

Wheeler Park Partners, LLC, as Grantor

By: DocuSigned by: David Baker 91EE9A022491477...

Name: David Baker

Title: Manager

Wheeler Corridor Business Park, LLC, as Grantor

By: DocuSigned by: David Baker 91EE9A022491477...

Name: David Baker

Title: Manager

KW Capital Partners Limited, as collateral Agent

By:_____

Name: [_____]

Title: [_____]

List of schedules

1. Pledged Equity and Notes
2. Instruments, Chattel Paper, Certificated Securities and Negotiable Documents
3. Grantor Information
4. Deposit and Securities Accounts.
5. Equipment and Inventory
6. Notices

ANNEX A TO THE
SECURITY AGREEMENT

SUPPLEMENT NO. [ ] dated as of ***MONTH*** _____, ***YEAR***, to the Security Agreement dated as of [_____] (the "Security Agreement") Crop Infrastructure Corp., a British Columbia, Canada corporation (the "Borrower"), each subsidiary of the Borrower listed on Annex A thereto (each such subsidiary individually a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the Borrower are referred to collectively herein as the "Grantors"), KW Capital Partners Limited, a Canadian corporation, as collateral agent (in such capacity, the "Collateral Agent") under the Agency and Interlender Agreement referred to below.

A.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

B.

The Grantors have entered into the Security Agreement in order to induce the Collateral Agent and the Secured Parties to enter into the Loan Documents and to induce the Secured Parties to make the Loans to the Borrower under the Loan Documents.

C.

Section 7.11 of the Security Agreement provide that each Subsidiary of the Borrower that is required to become a party to the Security Agreement pursuant to the Loan Documents shall become a Grantor, with the same force and effect as if originally named as a Grantor therein, for all purposes of the Security Agreement upon execution and delivery by such Subsidiary of an instrument in the form of this Supplement. Each undersigned Subsidiary (each a "New Grantor") is executing this Supplement in accordance with the requirements of the Security Agreement to become a Subsidiary Grantor under the Security Agreement in order to induce the Collateral Agent to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and the New Grantors agree as follows:

SECTION 1.

In accordance with Section 7.11 of the Security Agreement, each New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (i) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (ii) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Secured Obligations, does hereby grant, bargain, sell, convey, assign, set over, mortgage, charge, pledge, hypothecate and transfer to and in favour of the Collateral Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of the Collateral of such New Grantor, in each case whether now or hereafter existing or in which it now has or hereafter acquires an interest. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2.

Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and general equitable principles.

SECTION 3.

This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and the Borrower. This Supplement shall become effective as to each New Grantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such New Grantor and the Collateral Agent.

SECTION 4.

The information set forth on Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Security Agreement, and each New Grantor represents and warrants that such information as to itself is true and correct as of the date hereof.

SECTION 5.

Each New Grantor hereby authorizes the Collateral Agent to file financing statements describing the collateral covered thereby as "all assets" or "all personal property" or using such other words of similar effect as the Collateral Agent reasonably determines is necessary or appropriate to perfect the Security Interests of the Collateral Agent under the Security Agreement, notwithstanding that such wording may be broader in scope than the Collateral described in the Security Agreement.

SECTION 6.

Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 7.

THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

SECTION 8.

Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith

negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9.

All notices, requests and demands pursuant hereto shall be made in accordance with Section 18.1 of the Agency and Interlender Agreement.

Notices shall be addressed as follows:

IN WITNESS WHEREOF, each New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[name of new Grantor]

By:_____

Name: [_____]

Title: [_____]

KW Capital Partners Limited, as Collateral Agent

By:_____

Name: [_____]

Title: [_____]

SCHEDULE 1

TO

SECURITY AGREEMENT

Pledged Equity and Notes

Part A: Pledged Equity of Grantors

Grantor (owner of record such Pledge Equity)	**Issuer**	**Pledge Equity Description**	**Percentage of Issuer**
1. DVG, LLC		LLC Membership	30
2. Wheeler Park Properties, LLC		LLC Membership	30
3. Wheeler Corridor Business Park, LLC		LLC Membership	30

Part B: Pledged Notes

Grantor (owner of record such Pledged Notes)	**Issuer**	**Pledge Note Description**
NONE		

SCHEDULE 2

TO
SECURITY AGREEMENT

Instruments, Chattel Paper, Certificated Securities and Negotiable Documents

NONE

SCHEDULE 3

TO
SECURITY AGREEMENT

Grantor Information

Grantor (exact legal name)	**State of Organization**	**Federal Employer Identification Number**	**Chief Executive Office**
1. DVG, LLC	Washington		David Baker
2. Wheeler Corridor Business Park, LLC	Washington		David Baker
3. Wheeler Park Properties, LLC	Washington		David Baker

SCHEDULE 4

TO
SECURITY AGREEMENT

Deposit and Securities Accounts

Grantor	Financial Information	Account Number	Contact Information
NONE			

SCHEDULE 5

TO
SECURITY AGREEMENT

Equipment and Inventory

Grantor	**Collateral**	**Collateral Location and Place of Business (including chief executive office)**	**Owner/Lessor (if leased)**
NONE			

SCHEDULE 6

TO
SECURITY AGREEMENT

Notice Addresses

End of Document

END OF DOCUMENT

THIS AMENDED SECURITY AGREEMENT (the "Security Agreement") dated as of June __11__, 2019, among CROP Infrastructure Corp, a British Columbia, Canada corporation (the "Borrower"), and each of the subsidiaries of the Borrower listed on the signature pages hereto or that become a party hereto pursuant to Section 7.11 (each such entity being a "Subsidiary" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors, and the Borrower are referred to collectively as the "Grantors"), and KW Capital Partners Limited, as Collateral Agent under the Agency and Interlender Agreement, (as defined below) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the parties hereto are parties to a Security Agreement, dated on or about February 8, 2019 (the "Original Security Agreement"), pursuant to which each Grantor granted a security interest in and to certain collateral of such Grantor to and in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, subject to the terms and conditions thereof;

WHEREAS, among other things, certain of the Secured Parties have severally agreed to make certain loans or otherwise extend credit to the Borrower (collectively, "Loans"), in one or more advances and upon the terms and subject to the conditions set forth in the Loan Documents, which Loans, for greater certainty, include but are not limited to, certain loans advanced by certain of the Secured Parties on or about February 8, 2019, in the aggregate principal amount of $4,000,000, and on or about June 11, 2019, in the aggregate principal amount of $1,250,000;

WHEREAS, the proceeds of the Loans have been or will be, as the case may be, used in part to enable the Borrower to make valuable transfers to the Subsidiary Grantors in connection with the operation of their respective businesses;

WHEREAS, each Grantor acknowledges that it has derived, or will derive, as the case may be, substantial direct and indirect benefit from the making of the Loans;

WHEREAS, it is a condition precedent to the obligation of the Secured Parties to make the Loans to the Borrower under the Loan Documents that the Grantors shall have executed and delivered this Security Agreement to the Collateral Agent for the ratable benefit of the Secured Parties; and

WHEREAS, the parties hereto wish to, and have agreed to hereby, amend and restate in its entirety the Original Security Agreement, as provided for in this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Secured Parties to enter into the Loan Documents and to induce the Secured Parties to make the Loans to the Borrower under the Loan Documents, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Defined Terms.

(a)

Unless otherwise defined herein, terms defined in the Agency and Interlender Agreement and used herein shall have the meanings given to them in the Agency and Interlender Agreement.

(b)

Terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC, 2010, and if defined in more than one article of the UCC shall have the meanings set forth in Article 9 thereof unless otherwise indicated.

(c)

Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

(d)

The following terms shall have the following meanings:

"Agency and Interlender Agreement" means the Agency and Interlender Agreement, dated as of February 8, 2019 and as first amended and restated on June 11, 2019, among the Borrower, the lenders or other financial institutions or entities from time to time party thereto, and KW Capital Partners Limited, as administrative agent and collateral agent (the "Collateral Agent"), as the same may be further amended, restated, supplemented or otherwise modified, or replaced from time to time.

"Chattel Paper" means all "chattel paper" as such term is defined in UCC § 9-102(a)(11) and, in any event, including with respect to any Grantor, all electronic chattel paper and tangible chattel paper.

"Collateral" has the meaning provided in Section 2.

"Collateral Account" means any collateral account established by the Collateral Agent as provided in Section 5.1 or Section 5.4.

"Commercial Tort Claim" has the meaning provided in the UCC, except it shall refer only to such claims that have been asserted in judicial proceedings.

"Commercially Reasonable Efforts" means efforts that are commercially reasonable but in no event require the making of payments or material concessions.

"Control" means "control," as such term is defined in UCC § 9–104, UCC § 9–105, UCC § 9–106, or UCC § 9–107, as applicable.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor (including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright) or that any Grantor otherwise has the right to license, or granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and includes all rights of any Grantor under any such agreement.

"Copyrights" means, with respect to any Grantor, all of the following now owned or hereafter acquired by such Grantor: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country or group of countries, whether as author, assignee, transferee or otherwise and (ii) all registrations and applications for registration of any such copyright in the United States or any other country or group of countries, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, and the right to obtain all extensions and renewals thereof, whether published or unpublished.

"Deposit Accounts" has the meaning provided in the UCC.

"Equipment" means all "equipment," as such term is defined in Article 9 of the UCC, now or hereafter owned by any Grantor or to which any Grantor has rights and, in any event, shall

include all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by any Grantor or to which any Grantor has rights, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"Event of Default" shall have the meaning ascribed to such term in any agreement, instrument, or document entered into with respect to, or in connection with, the Collateral secured by this Security Agreement, including, without limiting the generality of the foregoing, this Security Agreement and each of the Loan Documents, and shall include, without limitation, the untruth or breach, in any material respect, of any representation or warranty made in this Agreement by any Grantor, or the failure or neglect, in any material respect, of any Grantor to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Security Agreement or any of the Loan Documents.

"Excluded Collateral" means collectively,

(i)

any permit or license of, any Grantor (A) that prohibits or requires the consent of any Person other than the Borrower and its affiliates as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit or license or (B) to the extent that any requirement of law applicable thereto prohibits the creation of a Lien thereon; provided however, that any such permit or license to which (A) or (B) applies shall only be deemed Excluded Collateral to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other requirement of law or required consent is not obtained; and provided further that, immediately upon the lapse, termination, unenforceability or ineffectiveness of any such prohibition or grant of such required consent, as applicable, the Collateral shall include, and Grantors shall be deemed to have automatically granted, a Security Interest in all such permits and licenses, and such permits and licenses shall no longer be Excluded Collateral;

(ii)

any contracts, instruments, licenses or other documents, any rights thereunder or any assets subject thereto, as to which the grant of a Security Interest therein would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder, except to the extent that the applicable terms in such contract, instrument, license or other document are ineffective under applicable law;

(iii)

any fixed or capital assets (including any associated software or other general intangibles) owned by any Grantor that is subject to a purchase money Lien or a capital lease if the contractual obligation pursuant to which such Lien is granted (or in the document providing for such capital lease) prohibits or requires the consent of any Person other than the Borrower and its affiliates as a condition to the creation of any other Lien on such equipment;

(iv)

any "intent-to-use" trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a Security Interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

(v)

any shares of capital stock, limited liability company interests, partnership interests or other equity interests that constitute Excluded Equity Interests. Excluded Equity Interests shall be defined as those interest, if any, which the parties hereto have agreed and identified as excluded from the terms of this Security Agreement;

(vi)

any ***security*** or equity interest representing in excess of 65% of the outstanding voting stock of any foreign Subsidiary;

provided, however, that the term "Excluded Collateral" shall not include any proceeds, products, substitutions or replacements of Excluded Collateral (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Collateral).

"Excluded Deposit Accounts" means (i) any Deposit Accounts specially and exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of the Grantor's salaried employees; and (ii) Deposit Accounts not otherwise subject to the provisions of this paragraph, the aggregate average daily balance of which for all Loan Parties does not exceed $50,000.00 at any time.

"General Intangibles" means all "general intangibles" as such term is defined in UCC § 9-102(a)(42) and, in any event, including with respect to any Grantor, all Payment Intangibles, all contracts, ***agreements***, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same from time to time may be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect thereto, (iii) all claims of such Grantor for damages arising out of any breach of or default thereunder and (iv) all rights of such Grantor to terminate, amend, supplement, modify or exercise rights or options thereunder, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a Security Interest pursuant to this Security Agreement in its right, title and interest in any such contract, agreement, instrument or indenture (A) is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, (B) would not give any other party to any such contract, agreement, instrument or indenture the right to terminate its obligations thereunder or (C) is permitted with consent if all necessary consents to such grant of a Security Interest have been obtained from the other parties thereto (other than to the extent that any such prohibition referred to in clauses (A), (B) and (C) would be rendered ineffective pursuant to UCC § 9-406, UCC § 9-407, UCC § 9-408, or UCC § 9-409 (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law) (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents), all rights of such Grantor to damages arising thereunder and (v) all rights of such

Grantor to perform and to exercise all remedies thereunder; provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a Security Interest pursuant to this Security Agreement in any Receivable or any money or other amounts due or to become due under any such Payment Intangible, contract, agreement, instrument or indenture.

"Grantor" has the meaning assigned to such term in the recitals hereto.

"Intellectual Property" means all of the following now owned or hereafter created or acquired by any Grantor: (i) all Copyrights, Copyright Licenses, Trademarks, Trademark Licenses, Trade Secrets (identified in writing as such) and Trade Secret Licenses (identified in writing as such), Patent and Patent Licenses, and (ii) all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise now owned or hereafter acquired, including (A) all information used or useful arising from the business including all goodwill, trade secrets, trade secret rights, know-how, customer lists, processes of production, ideas, confidential business information, techniques, processes, formulas and all other proprietary information, and (B) rights, priorities and privileges relating to the foregoing and the Licenses and all rights to sue at law or in equity for any past, present or future infringement, misappropriation, dilution or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note" means any promissory note evidencing loans made by any Grantor to any other Grantor.

"Investment Property" means the collective reference to (i) all "investment property" as such term is defined in UCC § 9-102(a)(49); (ii) all "financial assets" as such term is defined in NUCC § 8-102(a)(9); and (iii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Equity.

"Issuers" means the collective reference to each issuer of any Investment Property.

"Loan Documents" means, individually or collectively, the underlying loan agreements and any other related agreements and instruments executed or delivered in connection with the Loans, including, but not limited to, the Agency and Interlender Agreement and all Subscription Agreements.

"License" mean any Copyright License, Trademark License or Patent License or other license or sublicense to which any Grantor is a party.

"Material Adverse Effect" means any event, change, circumstance, effect or other matter that has, or could reasonably be expected to have, either individually or in the aggregate with all other events, changes, circumstances, effects or other matters, with or without notice, lapse of time or both, a material adverse effect on (a) the business, assets, liabilities, properties, condition (financial or otherwise), operating results, operations or prospects of any Grantor, taken as a whole, (b) the ability of any Grantor to perform its obligations under this Security Agreement or any agreement, document or instrument entered into with respect to, or in connection with, the Collateral secured by this Security Agreement, or (c) the aggregate value of the Collateral or on the Liens created under this Security Agreement.

"Paid in Full" means the indefeasible payment in full in cash and performance of all Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any

commitment to extend any financial accommodations under the Agency and Interlender Agreement.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor (including all Patents) or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, have made, use, import or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement, if any.

"Patents" means, with respect to any Grantor, all of the following now owned or hereafter acquired by such Grantor: (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof and all goodwill associated therewith, and the inventions disclosed or claimed therein, including the right to make, have made, use, import and/or sell the inventions disclosed or claimed therein, and (c) all rights to obtain any reissues or extensions of the foregoing.

"Permitted Liens" means Liens permitted, if any, in accordance with the terms of the Agency and Interlender Agreement

"Pledged Equity" means the equity interests listed on Schedule 1, together with any other equity interests, certificates, options or rights of any nature whatsoever in respect of the equity interests of any Person that may be issued or granted to, or held by, any Grantor while this Security Agreement is in effect.

"Pledged Notes" means all promissory notes listed on Schedule 1, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor.

"Proceeds" means all "proceeds" as such term is defined in UCC § 9-102(a)(64) and, in any event, shall include all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Secured Obligations" means all of the indebtedness, obligations, and liabilities of each Grantor to the Secured Parties and the Collateral Agent, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising (and whether arising before or after the filing of a petition in bankruptcy and including all interest accrued after the petition date) under or in respect of the Agency and Interlender Agreement, the Loan Documents, any promissory notes or other instruments or agreements executed and delivered pursuant thereto or in connection therewith, any Swap Contract and/or any cash management agreement or treasury management agreement or this Security Agreement.

"Security Agreement" means this Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Security Interest" has the meaning provided in Section 2.

"Subscription Agreements" means, collectively, each of the subscription agreements entered into by and between the Borrower and the Secured Parties setting forth the terms and conditions of the Loans.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor (including any Trademark) or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means, with respect to any Grantor, all of the following now owned or hereafter acquired by such Grantor: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof and all common-law rights related thereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of California.

2. Grant of Security Interest.

(a)

Each Grantor hereby grants, bargains, sells, conveys, assigns, sets over, mortgages, charges, pledges, hypothecates and transfers to and in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in (the "Security Interest"), all of its right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by such Grantor, wherever located, or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(i)

all personal property of every kind and nature;

(ii)

all Accounts;

(iii)

all Chattel Paper;

(iv)

all Documents (other than title documents with respect to Vehicles);

(v)

all Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);

(vi)

all Fixtures;

(vii)

all General Intangibles (including Payment Intangibles and Software, including all applications, registration, and licenses therefore, and all goodwill of the business connected therewith or represented thereby);

(viii)

all Instruments (including, without limitation, promissory notes);

(ix)

all Intellectual Property;

(x)

all Inventory;

(xi)

all Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);

(xii)

all Letters of Credit and Letter-of-Credit Rights;

(xiii)

all Supporting Secured Obligations (defined as a letter-of-credit right or secondary obligation that supports the payment or performance of an account, chattel paper, a document, a general intangible, an instrument, or investment property);

(xiv)

all rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing;

(xv)

all Deposit Accounts;

(xvi)

all monies, personal property, and interests in personal property of such Grantor of any kind or description now held by the Secured Parties or at any time hereafter transferred or delivered to, or coming into the possession, custody, or control of, the Secured Parties, or any agent or affiliate of the Secured Parties, whether expressly as collateral ***security*** or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property including all Collateral Accounts;

(xvii)

all Commercial Tort Claims with a reasonably expected value in excess of $50,000.00;

(xviii)

all books and records pertaining to the Collateral together with all supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of such Grantor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes, and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;

(xix)

all accessions and additions to, and substitutions and replacements of, any and all of the foregoing;

(xx)

to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

No Grantor shall be required to take actions to perfect Security Interests in Commercial Tort Claims except to the extent perfection of a Security Interest therein may be accomplished by filing of financing statements in appropriate form in the applicable jurisdiction under the UCC.

(b)

Each Grantor hereby irrevocably authorizes the Collateral Agent and its affiliates, counsel and other representatives, at any time and from time to time, to file or record financing statements, amendments to financing statements and, with notice to the Borrower, and other filing or recording documents or instruments with respect to the Collateral in such form and in such offices as the Collateral Agent reasonably determines appropriate to perfect the Security Interests of the Collateral Agent under this Security Agreement, and such financing statements and amendments may describe the Collateral covered thereby as “all assets”, or “all personal property” or using such other words of similar effect as the Collateral Agent reasonably determines is necessary or appropriate to perfect the Security Interests of the Collateral Agent under this Security Agreement. Each Grantor also ratifies its authorization for the Secured Party to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

Each Grantor hereby also authorizes the Collateral Agent and its affiliates, counsel and other representatives, at any time and from time to time, to file continuation statements with respect to previously filed financing statements. A photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

Each Grantor hereby agrees to provide to the Collateral Agent, promptly upon request, any information reasonably necessary to effectuate the filings or recordings authorized by this Section 2(b) including the Intellectual Property filings referred to below.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted hereunder by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors, as the case may be, as debtors and the Collateral Agent, as secured party; provided, that at the reasonable request of the Collateral Agent each Grantor agrees to execute any such documents to be so filed.

(c)

Each Grantor hereby irrevocably authorizes and empowers the Collateral Agent in its reasonable discretion, to assert, either directly or on behalf of any Grantor, at any time that an Event of Default is in existence , any claims any Grantor may from time to time have against the sellers or any of their affiliates with respect to any and all contract rights ("Payments"), and to receive and collect any damages, awards and other monies resulting therefrom and to apply the same on account of the Secured Obligations. After the occurrence of any Event of Default, the Collateral Agent may provide notice that all Payments shall be made to or at the direction of the Collateral Agent for so long as such Event of Default shall be continuing, and each Grantor hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees, or agents designated by the Collateral Agent) as such Grantor's true and lawful attorney (and agent-in-fact) for the purpose of enabling the Collateral Agent or its agents to assert and collect such claims and to apply such monies in the manner set forth hereinabove.

3. Representations and Warranties.

Each Grantor hereby represents and warrants to the Collateral Agent and each Secured Party on the date hereof, and acknowledges that and so long as this Security Agreement remains in effect, shall be deemed to continuously represent and warrant, that:

3.1 Title; No Other Liens.

Except for (i) the Security Interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to this Security Agreement, and (ii) Permitted Liens (if any), such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No effective financing statement or other public notice with respect to all or any part of the Collateral that evidences a Lien securing any material Indebtedness is on file or of record in any public office, except such as (i) have been filed in favor of the Collateral Agent for the ratable benefit of the Secured Parties pursuant to this Security Agreement or (ii) Permitted Liens (if any).

3.2 Perfected First Priority Liens.

(a)

This Security Agreement is effective to create in favor of the Collateral Agent, for its benefit and for the benefit of the Secured Parties, legal, valid and enforceable Security Interests in the Collateral (with respect to Collateral consisting of stock of foreign subsidiaries, to the extent the enforceability of such Security Interest is governed by the UCC), securing the payment and performance of the Secured Obligations, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and general equitable principles.

(b)

The Security Interests granted pursuant to this Security Agreement (i) will constitute legal, valid and perfected Security Interests in the Collateral (as to which perfection may be obtained by the filings or other actions described in clause (A), (B), (C) or (D) of this paragraph) in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, as collateral security for the Secured Obligations, upon, as applicable, (A) the filing in the applicable filing offices hereto of all financing statements, in each case, naming each Grantor as "debtor" and the Collateral Agent as "secured party" and describing the Collateral, (B) delivery to the Collateral Agent of all Instruments, Chattel Paper, Certificated Securities and Negotiable Documents, properly endorsed for transfer in blank, (C) the establishment of the Collateral Agent's "control" over all Deposit Accounts included in the Collateral, or (D) completion of the filing, registration and recording of a fully executed agreement and containing a description of all Collateral constituting Intellectual Property in the United States Patent and Trademark Office (or any successor office) and in the United States Copyright Office (or any successor office), and otherwise as may be required pursuant to the laws of any other necessary jurisdiction to the extent that a Security Interest may be perfected by such filings, registrations and recordings, or such longer period as the Collateral Agent, acting in its sole reasonable discretion may agree to and (ii) are prior to all other Liens on the Collateral other than Permitted Liens (if any).

3.3 Grantor Information.

Schedule 3 hereto accurately and fully sets forth under the appropriate headings and as of the Closing Date as defined by the Agency and Interlender Agreement: (i) the full legal name of such Grantor, (ii) all trade names or other names under which such Grantor currently conducts business, (iii) the type of organization of such Grantor, (iv) the jurisdiction of organization of such Grantor, (v) its organizational identification number, if any, (vi) federal employer identification number and (vii) the jurisdiction where the chief executive office of such Grantor is located.

3.4 Collateral Locations.

On the date hereof, Schedule 5 accurately and fully sets forth (i) each place of business of each Grantor (including its chief executive office), (ii) all locations where all Inventory and the Equipment owned by each Grantor is kept and (iii) whether each such Collateral location and place of business is owned or leased (and if leased, specifies the complete name and notice address of each lessor). No Collateral is located outside the United States or in the possession of any lessor, bailee, warehouseman or consignee.

3.5 Certain Property.

None of the Collateral constitutes, or is the Proceeds of, (i) Farm Products, (ii) Health Care Insurance or (iii) vessels, aircraft or any other property subject to any certificate of title or other registration statute of the United States, any State or other jurisdiction, except for vehicles owned by the Grantors and used by employees of the Grantors in the ordinary course of business.

3.6 Pledged Equity.

(a)

The Pledged Equity pledged by each Grantor hereunder constitutes all the issued and outstanding equity interests of each Issuer owned by such Grantor.

(b)

All of the Pledged Equity has been duly and validly issued and is fully paid and nonassessable.

(c)

Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing).

(d)

No Grantor owns any Investment Property, unless as permitted by Section 4.8 hereof. Each Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except Permitted Liens (if any).

(e)

The terms of any Pledged Equity constituting equity interests in any limited liability company or partnership expressly provide that they are not ***securities*** governed by Article 8 of the UCC in effect from time to time in any applicable jurisdiction of each issuer thereof.

3.7 Receivables.

(a)

No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Collateral Agent.

(b)

No obligor on any Receivable is a governmental authority.

(c)

The amounts represented by such Grantor to the Collateral Agent from time to time as owing to such Grantor in respect of the Receivables (to the extent such representations are required by any of the Loan Documents) will at all such times be accurate.

3.8 Intellectual Property.

(a)

On the date hereof, all material Intellectual Property, if any, owned by any Grantor is valid, subsisting, unexpired and enforceable and has not been abandoned.

(b)

None of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(c)

If any Grantor owns and possesses or has a license or other right to use all Intellectual Property as is necessary for the conduct of the businesses of such Grantor, it does so without any infringement upon rights of others to the best knowledge of the grantors which could reasonably be expected to have a Material Adverse Effect.

3.9 Deposit Accounts and Securities Accounts.

(a)

All Deposit Accounts maintained by each Grantor are fully and accurately described on Schedule 4 hereto, which description includes for each such account the name of the Grantor maintaining such account, the name, address, telephone and fax numbers of the financial institution at which such account is maintained, the account number and the account officer, if any, of such account.

3.10 Compliance with Law.

Each Grantor has at all times operated its business in compliance with laws to the extent required by the terms contained in the Agency and Interlender Agreement.

3.11 Commercial Tort Claims.

Each Grantor holds no Commercial Tort Claims as of the date of this signing.

4. Covenants.

Each Grantor hereby covenants and agrees with the Collateral Agent and the Secured Parties that, from and after the date of this Security Agreement until the Secured Obligations are Paid in Full:

4.1 Maintenance of Perfected ***Security*** Interest; Further Documentation.

(a)

Such Grantor shall maintain the Security Interest created by this Security Agreement as a perfected Security Interest having at least the priority described in Section 3.2 and shall defend such Security Interest against the claims and demands of all Persons whomsoever.

(b)

Subject to clause (c) below, each Grantor agrees that at any time and from time to time, at the expense of such Grantor, it will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions, including the filing and recording of financing statements and other documents, including all applicable documents required under Section 3.2(b)(i)(C)) which may be required under any applicable law, or which the Collateral Agent may reasonably request, in order (i) to grant, preserve, protect and perfect the validity and priority of the Security Interests created or intended to be created hereby or (ii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral, including the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Security Interests created hereby and all applicable documents required under Section 3.2(b)(i)(C), all at the expense of such Grantor.

(c)

Notwithstanding anything in this Section 4.1 to the contrary, (i) with respect to any assets created or acquired by such Grantor after the date hereof that are required by the Loan Documents to be subject to the Lien created hereby or (ii) with respect to any Person that, subsequent to the date hereof, becomes a Subsidiary that is required by the Loan Documents to become a party hereto, the relevant Grantor after the acquisition or creation thereof shall promptly take all actions required by the Loan Documents and this Security Agreement.

4.2 Damage or Destruction of Collateral.

The Grantors agree promptly to notify the Collateral Agent if any material portion of the Collateral is damaged or destroyed in any manner which could reasonably be expected to have a Material Adverse Effect.

4.3 Notices.

Each Grantor will advise the Collateral Agent and the Secured Parties promptly, in reasonable detail, of (i) any Lien of which it has knowledge (other than Permitted Liens, if any) on any of the Collateral which would adversely affect, in any material respect, the ability of the Collateral Agent to exercise any of its remedies hereunder; and (ii) the occurrence of any other event which could, either individually or in the aggregate with all other events, reasonably be expected to have/would have a Material Adverse Effect.

4.4 Changes in Grantor Information or Status.

Without limiting any prohibitions or restrictions on mergers or other transactions set forth in the Loan Documents, no Grantor shall change its name, identity, organizational identification number if it has one, corporate structure (e.g. by merger, consolidation, change in corporate form or otherwise), type of organization or jurisdiction of organization or, in the case of any Grantor which is a partnership, the sole place of business and chief executive office unless it shall have notified the Collateral Agent in writing at least ten business days prior to any such change (or such later date as is reasonably acceptable to the Collateral Agent), identifying such new proposed name, identity, corporate structure or jurisdiction of organization or, in the case of any Grantor which is a partnership, the sole place of business and chief executive office, and providing such other information in connection therewith as the Collateral Agent may reasonably request.

4.5 Promissory Notes and Tangible Chattel Paper.

If any Grantor shall at any time hold or acquire any promissory notes or tangible chattel paper with a value in excess of $50,000.00, it shall within ten days of the acquisition thereof endorse in a manner reasonably satisfactory to the Collateral Agent, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time reasonably specify.

4.6 Acquisition of Additional Intellectual Property.

Within ten business days after the end of each calendar quarter each Grantor shall provide a list of any additional applications for or registrations of material Intellectual Property of such Grantor not previously disclosed to the Collateral Agent including such information as is necessary for Grantor to make appropriate filings in the U.S. Patent and Trademark Office and the US Copyright Office.

4.7 Equipment and Inventory.

Such Grantor shall not permit any Inventory or Equipment to be kept at a location other than those listed on Schedule 5, except upon 30 days' prior written notice to the Collateral Agent and delivery to the Collateral Agent of (a) all additional financing statements and other documents reasonably requested by the Collateral Agent as to the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept.

4.8 Investment Property.

(a)

If such Grantor shall become entitled to receive or shall receive any certificate, option or rights in respect of the equity interests of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any of the Pledged Equity, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Collateral Agent, hold the same in trust for the Collateral Agent and deliver the same within ten business days to the Collateral Agent in the exact form received, duly indorsed by such Grantor to the Collateral Agent, if required, together with an undated instrument of transfer covering such certificate duly executed in blank by such Grantor and with, if the Collateral Agent so requests, signature guarantied, to be held by the Collateral Agent, subject to the terms hereof, as additional Collateral for the Secured Obligations. Upon the occurrence and during the continuance of an Event of Default, (i) any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Collateral Agent to be held by it hereunder as additional Collateral for the Secured Obligations, and (ii) in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected Lien in favor of the Collateral Agent, be delivered to the Collateral Agent to be held by it hereunder as additional Collateral for the Secured Obligations. Upon the occurrence and during the continuance of an Event of Default, if any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Collateral Agent, hold such money or property in trust for the Collateral Agent, segregated from other funds of such Grantor, as additional Collateral for the Secured Obligations.

(b)

Without the prior written consent of the Collateral Agent, which consent shall not unreasonably be withheld, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any equity interests of any nature or to issue any other securities or interests convertible into or granting the right to purchase or exchange for any equity interests of any nature of any Issuer, except, in each case, as permitted by the Agency and Interlender Agreement, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof, except pursuant to a transaction permitted by the Agency and Interlender Agreement, (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for Permitted Liens (if any), or (iv) enter into any

agreement or undertaking restricting the right or ability of such Grantor or the Collateral Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c)

In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this ***Security Agreement*** relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Collateral Agent promptly in writing of the occurrence of any of the events described in Section 4.8(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 5.3(c) and 5.7 shall apply to such Grantor with respect to all actions that may be required of it pursuant to Section 5.3(c) and 5.7 regarding the Investment Property issued by it.

(d)

In the event any Grantor shall purchase or acquire any Investment Property after the closing of the Agency and Interlender Agreement, such Grantor shall promptly notify Collateral Agent thereof and shall pledge such Investment Property as Collateral hereunder pursuant to documentation reasonably satisfactory to Collateral Agent.

4.9 Receivables.

(a)

Other than in the ordinary course of business consistent with its past practice and in amounts which are not material to such Grantor, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b)

Such Grantor will deliver to the Collateral Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than five percent (5%) of the aggregate amount of the then outstanding Receivables for all Grantors.

4.10 Intellectual Property.

(a)

Such Grantor (either itself or through licensees) will (i) continue to use each Trademark material to its business in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Collateral Agent, shall obtain a perfected Security Interest in such mark pursuant to this Security Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b)

Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any Patent material to its business may become forfeited, abandoned or dedicated to the public.

(c)

Such Grantor (either itself or through licensees) (i) will employ each Copyright material to its business and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of such Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of such Copyrights may fall into the public domain.

(d)

Such Grantor (either itself or through licensees) will not do any act that knowingly uses any Intellectual Property material to its business to infringe the intellectual property rights of any other Person.

(e)

Such Grantor will notify the Collateral Agent promptly if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding, such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f)

Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Collateral Agent within ten calendar days/concurrently with the next delivery of financial statements of the Borrower pursuant to the Agency and Interlender Agreement. Upon the request of the Collateral Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Collateral Agent may request to evidence the Collateral Agent's Security Interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g)

Such Grantor will take all reasonable and necessary steps to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of all material Intellectual Property owned by it.

(h)

In the event that any material Intellectual Property is infringed upon or misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances/as reasonably requested by the

Collateral Agent to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Collateral Agent after it learns thereof and, to the extent, in its reasonable judgment, such Grantor determines it appropriate under the circumstances, sue for infringement, misappropriation or dilution, seek injunctive relief where appropriate and recover any and all damages for such infringement, misappropriation or dilution.

4.11 Deposit Accounts and Securities Accounts.

No Grantor maintains a depository or Deposit Account or securities account other than as described on Schedule 4 hereto or as permitted by this Section 4.11. No Grantor shall open any depositary or other Deposit Accounts or Securities accounts unless such Grantor shall have given the Collateral Agent five business days' prior written notice of its intention to open any such new Deposit Accounts or Securities account. The Grantors shall deliver to the Collateral Agent a revised version of Schedule 4 showing any changes thereto within five business days of any such change. Each Grantor hereby authorizes the financial institutions at which such Grantor maintains a Deposit Account or Securities account to provide the Collateral Agent with such information with respect to such Deposit Account or Securities account, as applicable, as the Collateral Agent may from time to time reasonably request, and each Grantor hereby consents to such information being provided to the Collateral Agent. Each Grantor will, upon the Collateral Agent's reasonable request, and within five days of the Collateral Agent's reasonable request, cause each financial institution at which such Grantor maintains a depositary or other Deposit Account or Securities account to enter into a bank agency or other similar agreement with the Collateral Agent and such Grantor, in form and substance reasonably satisfactory to the Collateral Agent, in order to give the Collateral Agent “control” (as defined in the UCC) of such account. The Collateral Agent agrees with the Grantor that the Collateral Agent shall not exercise any withdrawal rights with respect to such Deposit Accounts or Securities account from the Grantor, unless an Event of Default has occurred and is continuing. The provisions of this paragraph shall not apply to Excluded Deposit Accounts unless an Event of Default has occurred and is continuing and the Collateral Agent has notified the Grantors that the covenants in this Section 4.11 shall therewith be applicable to the Excluded Deposit Accounts.

4.12 Further assurances.

Within ten business days after the Closing Date, each of the Grantors shall use Commercially Reasonable Efforts to deliver to the Collateral Agent a written notice containing full and accurate particulars with respect to (i) each bailee with which such Grantor keeps Inventory or other assets as of the Closing Date with a fair market value in excess of $10,000.00 and (ii) each landlord which leases real property (and the accompanying facilities) to any of the Grantors as of the Closing Date, and shall execute and deliver such documents or instruments as the Collateral Agent deems reasonably necessary to perfect the Collateral Agent's Security Interest in the assetst. Such ten (10) day period may be extended or such requirement may be waived at the option of the Collateral Agent. At the request of the Collateral Agent, if any Grantor shall cause to be delivered Inventory or other property to any bailee, such Grantor shall use Commercially Reasonable Efforts to cause such bailee to sign a bailee agreement reasonably satisfactory to Collateral Agent. At the request of the Collateral Agent, if any Grantor shall lease any real property or facilities with a fair market value in excess of $100,000.00, such Grantor shall use Commercially Reasonable Efforts to cause the

landlord in respect of such leased property or facilities to sign a landlord waiver reasonably satisfactory to Collateral Agent.

(b)

Each Grantor authorizes the Collateral Agent to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral as "all assets" or "all personal property" (or using such other words of similar effect as the Collateral Agent reasonably determines is necessary or appropriate to perfect the Security Interests of the Collateral Agent under this Security Agreement), and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and each Grantor agrees to furnish any such information to the Collateral Agent promptly upon request. Any such financing statement, continuation statement, or amendment may be filed at any time in any jurisdiction.

(c)

Each Grantor shall, at any time and from time and to time, take such steps as the Collateral Agent may reasonably request for the Collateral Agent (i) to obtain "control" of any letter-of-credit rights, or electronic chattel paper (as such terms are defined by the UCC with corresponding provisions thereof defining what constitutes "control" for such items of Collateral), with any agreements establishing control to be in form and substance reasonably satisfactory to the Collateral Agent, and (ii) to otherwise ensure the continued perfection and priority of the Collateral Agent's Security Interest in any of the Collateral and the preservation of its rights therein. If any Grantor shall at any time, acquire a Commercial Tort Claim, such Grantor shall promptly notify the Collateral Agent thereof in writing, providing a reasonable description and summary thereof, and upon delivery thereof to the Collateral Agent, such Grantor shall be deemed to thereby grant to the Collateral Agent (and such Grantor hereby grants to the Collateral Agent) a Security Interest and lien in and to such Commercial Tort Claim and all proceeds thereof, all upon the terms of and governed by this Security Agreement.

(d)

Without limiting the generality of the foregoing, if any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record", as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in § 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, such Grantor shall promptly notify the Collateral Agent thereof and, at the reasonable request of the Collateral Agent, shall take such action as required to vest in the Collateral Agent "control" under UCC § 9-105 of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, § 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record.

4.13 Insurance.

Within twenty (20) Business Days following the date of this Security Agreement, each Grantor, at its own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Collateral. In extension of the foregoing and without limitation, such insurance shall be payable to the Secured Parties as loss payee under a "standard" loss payee clause, and the Secured Parties shall be listed as an "additional

insured" on Grantor's general liability insurance. Such insurance shall not be terminated, cancelled or not renewed for any reason, including non-payment of insurance premiums, unless the insurer shall have provided the Secured Parties at least five business days prior written notice. Each Grantor will deliver to the Collateral Agent on behalf of the Secured Parties, (i) on the Closing Date, a certificate dated as of a recent date showing the amount and types of insurance coverage as of such date, (ii) upon reasonable request of the Collateral Agent from time to time, reasonably detailed information as to the insurance carried, (iii) promptly following receipt of notice from any insurer, a copy of any notice of cancellation or material change in coverage from that existing on the Closing Date and (iv) forthwith, notice of any cancellation or nonrenewal of coverage by such Grantor.

4.14 Letter-of-Credit Rights.

Each Grantor hereby covenants and agrees that, if such Grantor becomes a beneficiary with respect to any letter of credit with amounts available to be drawn thereunder in excess of $50,000.00, it shall forthwith (and in any case within ten (10) Business Days of such date), notify the Collateral Agent of the same and, if requested by the Collateral Agent, it shall use Commercially Reasonable Efforts to obtain the consent of the applicable issuer or nominated person to an assignment to the Collateral Agent of the proceeds of such letter of credit under UCC § 5-114(c) or applicable law or practice.

5. Remedial Provisions.

5.1 Certain Matters Relating to Accounts.

(a)

After giving reasonable notice to the Borrower and any other relevant Grantor, the Collateral Agent shall have the right, but not the obligation, to, at its own expense if an Event of Default does not then exist, make test verifications of the Accounts in any manner and through any medium that the Collateral Agent considers advisable, and each Grantor shall furnish all such assistance and information as the Collateral Agent may require in connection with such test verifications. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(b)

The Collateral Agent hereby authorizes and instructs each Grantor to use Commercially Reasonable Efforts to collect such Grantor's Accounts and the Collateral Agent may curtail or terminate said authority by written notice at any time after the occurrence and during the continuance of an Event of Default. If required in writing by the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by any Grantor, (i) shall be forthwith (and, in any event, within five (5) Business Days) deposited by such Grantor in the exact form received, duly endorsed by such Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of and on terms and conditions reasonably satisfactory to the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Secured Parties only as provided in Section 5.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Collateral Agent and the Secured Parties, segregated from other funds of such Grantor.

(c)

At the Collateral Agent's written request at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Collateral Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including all original orders, invoices and shipping receipts.

(d)

Upon the occurrence and during the continuance of an Event of Default, a Grantor shall not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon if the Collateral Agent shall have instructed the Grantors in writing not to grant or make any such extension, credit, discount, compromise or settlement under any circumstances during the continuance of such Event of Default.

5.2 Communications with Credit Parties/Guarantors; Grantors Remain Liable.

(a)

The Collateral Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default, after giving reasonable notice to the relevant Grantor of its intent to do so, communicate with obligors under the Accounts to verify with them to the Collateral Agent's satisfaction the existence, amount and terms of any Accounts. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party.

(b)

Upon the written request of the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Accounts that the Accounts have been assigned to the Collateral Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Collateral Agent.

(c)

Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Security Agreement or the receipt by the Collateral Agent or any Secured Party of any payment relating thereto, nor shall the Collateral Agent or any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.3 Investment Property Rights.

(a)

Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given written notice to the relevant Grantor of the Collateral Agent's intent to exercise its corresponding rights pursuant to the terms hereof, each Grantor shall be permitted to receive all cash dividends and distributions paid in respect of the Pledged Equity and all payments made in respect of the Pledged Notes, to the extent permitted in the Agency and Interlender Agreement, and to exercise all voting and other rights with respect to the Investment Property; provided that, that no vote shall be cast or other right exercised or action taken which would materially impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Agency and Interlender Agreement, this Security Agreement or any other Loan Document.

(b)

If an Event of Default shall occur and be continuing and the Collateral Agent shall give notice of its intent to exercise its rights pursuant to this Security Agreement to the relevant Grantor or Grantors, as applicable, (i) the Collateral Agent shall have the right to receive any and all cash dividends and distributions, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Secured Obligations in such order as the Collateral Agent may reasonably determine, and (ii) any or all of the Investment Property shall be registered in the name of the Collateral Agent or its nominee, and the Collateral Agent or its nominee may thereafter exercise (A) all voting and other rights pertaining to such Investment Property at any meeting of holders of the equity interests of the relevant Issuer or Issuers or otherwise and (B) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other structure of any Issuer, or upon the exercise by any Grantor or the Collateral Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may reasonably determine), all without liability except to account for property actually received by it, but the Collateral Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c)

After the occurrence and during the continuance of an Event of Default, each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Collateral Agent in writing that (A) states that an Event of Default has occurred and is continuing and (B) is otherwise in accordance with the terms of this Security Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying and (ii) unless otherwise expressly permitted hereby, pay any dividends, distributions or other payments with respect to the Investment Property directly to the Collateral Agent.

5.4 Proceeds to be Turned Over to Collateral Agent.

In addition to the rights of the Collateral Agent and the Secured Parties specified in Section 5.1 with respect to payments of Accounts, if an Event of Default shall occur and be continuing and

the Collateral Agent so requires by notice in writing to the relevant Grantor (it being understood that the exercise of remedies by the Secured Parties in connection with an Event of Default under the terms of the Agency and Interlender Agreement shall be deemed to constitute a request by the Collateral Agent for the purposes of this sentence and in such circumstances, no such written notice shall be required), all Proceeds received by any Grantor consisting of cash, checks and other near cash items shall be held by such Grantor in trust for the Collateral Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Collateral Agent in the exact form received by such Grantor (duly endorsed by such Grantor to the Collateral Agent, if required). All Proceeds received by the Collateral Agent hereunder shall be held by the Collateral Agent in a Collateral Account maintained under its sole dominion and control and on terms and conditions reasonably satisfactory to the Collateral Agent. All Proceeds while held by the Collateral Agent in a Collateral Account (or by such Grantor in trust for the Collateral Agent and the Secured Parties) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 5.6.

5.5 Application of Proceeds.

The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral as well as any Collateral consisting of cash at any time after receipt in the order specified in the Agency and Interlender Agreement, and if such does not exist, in such order as the Collateral Agent shall determine in its sole discretion.

5.6 Code and Other Remedies.

(a)

If an Event of Default shall occur and be continuing, the Collateral Agent may exercise in respect of the Collateral, without any other notice to or demand upon the Grantor, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC or any other applicable law or in equity and also may with notice to the relevant Grantor/without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), sell the Collateral or any part thereof in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Collateral Agent or any Secured Party or elsewhere for cash or on credit or for future delivery at such price or prices and upon such other terms as are commercially reasonable as it may deem advisable and at such prices as it may deem best irrespective of the impact of any such sales on the market price of the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Collateral Agent shall give to the Grantor at least ten days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Collateral Agent shall also have the right to take possession of the Collateral, and for that purpose the Collateral Agent may, so far as the Grantor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Grantor hereby acknowledges that ten days' prior written notice of such sale or sales shall be reasonable notice. In addition, the Grantor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Collateral Agent's rights and remedies hereunder, including, without limitation, the Collateral Agent's right after an Event

of Default has occurred and is continuing, to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

(b)

The Collateral Agent and any Secured Party shall have the right upon any public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, and the Collateral Agent or such Secured Party may pay the purchase price by crediting the amount thereof against the Secured Obligations. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 5.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Collateral Agent hereunder, including costs and expenses of Collateral Agent's counsel or counsels to the payment in whole or in part of the Secured Obligations, in such order as the Collateral Agent may elect, and only after such application and after the payment by the Collateral Agent of any other amount required by any provision of law, need the Collateral Agent account for the surplus, if any, to any Grantor. To the extent permitted by law, each Grantor hereby waives any claim against the Collateral Agent arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Collateral to more than one offeree. Each Grantor further agrees, at the Collateral Agent's request to assemble the Collateral. To the extent permitted by applicable law, and so long as an Event of Default is continuing, the Collateral Agent shall have the right to enter onto the property where any Collateral is located and take possession thereof with or without judicial process.

5.7 Disposal of Pledged Equity.

(a)

If the Collateral Agent shall determine to exercise its right to sell any or all of the Pledged Equity pursuant hereto/if in the opinion of the Collateral Agent it is necessary or advisable to have the Pledged Equity, or that portion thereof to be sold or registered under the provisions of any Securities Act, the relevant Grantor will cause the Issuer thereof to: (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Collateral Agent, necessary or advisable to register the Pledged Equity, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use Commercially Reasonable Efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Equity, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions that the Collateral Agent shall designate.

(b)

Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all the Pledged Equity, by reason of certain prohibitions contained in the Securities Act and applicable state Securities Acts or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Equity for the period of time necessary to permit the Issuer thereof to register such securities or other interests for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c)

Each Grantor agrees to use Commercially Reasonable Efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Equity pursuant to this Section 5.7 valid and binding and in compliance with applicable law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 5.7 will cause irreparable injury to the Collateral Agent, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 5.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Agency and Interlender Agreement.

5.8 Deficiency.

Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Secured Obligations and the reasonable fees and disbursements of any outside attorneys employed by the Collateral Agent or any Secured Party to collect such deficiency.

6. The Collateral Agent.

6.1 Collateral Agent's Appointment as Attorney-in-Fact, etc.

Each Grantor hereby appoints, which appointment is irrevocable and coupled with an interest, effective upon the occurrence and during the continuance of an Event of Default, the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Collateral Agent the power and right, on behalf of such Grantor, either in the Collateral Agent's name or in the name of such Grantor or otherwise, without assent by such Grantor, to do any or all of the following, in each case

after the occurrence and during the continuance of an Event of Default / and after written notice by the Collateral Agent of its intent to do so:

(i)

take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such moneys due under any Account or with respect to any other Collateral whenever payable;

(ii)

in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's and the Secured Parties' Security Interest in such Intellectual Property and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby;

(iii)

pay or discharge taxes and Liens levied or placed on or threatened against the Collateral;

(iv)

execute, in connection with any sale provided for in this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral;

(v)

if such is required, to obtain, pay and adjust insurance required to be maintained by such Grantor pursuant the Agency and Interlender Agreement;

(vi)

direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct;

(vii)

ask or demand for, collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral;

(viii)

sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral;

(ix)

commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral;

(x)

defend any suit, action or proceeding brought against such Grantor with respect to any Collateral (with such Grantor's consent, to the extent such action or its resolution could materially affect such Grantor or any of its affiliates in any manner other than with respect to its continuing rights in such Collateral (such Grantors consent not to be unreasonably withheld or delayed);

(xi)

settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate; (with such Grantors consent, not to be unreasonably withheld or delayed, to the extent such action or its resolution could materially affect such Grantor or any of its affiliates in any manner other than with respect to its continuing rights in such Collateral);

(xii)

assign any Intellectual Property, throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole discretion determine; and

(xiii)

generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things that the Collateral Agent deems necessary to protect, preserve or realize upon the Collateral and the Collateral Agent's and the Secured Parties' Security Interests therein and to effect the intent of this ***Security Agreement***, all as fully and effectively as such Grantor might do.

Anything in this Section 6.1 to the contrary notwithstanding, the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 6.1 unless an Event of Default shall have occurred and be continuing.

(b)

If any Grantor fails to perform or comply with any of its ***agreements*** contained herein, the Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such ***agreement***.

(c)

The expenses of the Collateral Agent incurred in connection with actions undertaken as provided in this Section 6.1, together with interest thereon (such interest to be payable at a rate per annum equal to the highest rate per annum at which interest would then be payable) on any category of past due Loans, from the date of payment by the Collateral Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Collateral Agent on demand.

(d)

All powers, authorizations and agencies contained in this ***Security Agreement*** are coupled with an interest and are irrevocable until this ***Security Agreement*** is terminated and the Security Interests created hereby are released. Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

6.2 Duty of Collateral Agent.

(a)

The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under UCC § 9-207 or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Collateral Agent accords its own property. Neither the Collateral Agent, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent and the Secured Parties hereunder are solely to protect the Collateral Agent's and the Secured Parties' interests in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

(b)

To the extent that applicable law imposes duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, the Grantor acknowledges and agrees that it is not commercially unreasonable for the Collateral Agent: (i) to fail to incur expenses reasonably deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition; (ii) to fail to obtain third-party consents for access to Collateral to be disposed of, if not required by other law; (iii) to fail to obtain governmental or third-party consents for the collection or disposition of Collateral to be collected or disposed of; (iv) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral; (v) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists; (vi) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature; (vii) to contact other persons, whether or not in the same business as the Grantor, for expressions of interest in acquiring all or any portion of the Collateral; (viii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature; (ix) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets; (x) to dispose of assets in wholesale

rather than retail markets; (xi) to disclaim disposition warranties; (xii) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral; or (xiii) to the extent deemed appropriate by the Collateral Agent, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. The Grantor acknowledges that the purpose of this Section is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would not be commercially unreasonable in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section. Without limitation upon the foregoing, nothing contained in this Section shall be construed to grant any rights to the Grantor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section.

6.3 Authority of Collateral Agent.

Each Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Security Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Collateral Agent and the Secured Parties, be governed by the Agency and Interlender Agreement, and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Grantors, the Collateral Agent shall be conclusively presumed to be acting as agent for the applicable Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

6.4 Continuing ***Security*** Interest.

This ***Security Agreement*** shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon each Grantor and the successors and assigns thereof and shall inure to the benefit of the Collateral Agent and the other Secured Parties and their respective successors, endorsees, transferees and assigns until all Secured Obligations under the Loan Documents (other than any contingent indemnity obligations not then due) are Paid in Full and the obligations of each Grantor under this Security Agreement shall have been satisfied by payment in full, notwithstanding that from time to time during the term of the Agency and Interlender Agreement the Credit Parties may be free from any Secured Obligations.

6.5 Further Assurances.

Each Grantor agrees that at any time and from time to time, at the expense of such Grantor, it will execute or otherwise authorize the filing of any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), which may be required under any applicable law, or which the Collateral Agent may reasonably request, in order (i) to perfect and protect any pledge, assignment or Security Interest granted or purported to be granted hereby (including the priority thereof) or (ii) to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

7. Miscellaneous.

7.1 Amendments in Writing.

None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Collateral Agent, the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with the Agency and Interlender Agreement provided that any provision of this Security Agreement imposing obligations on any Grantor may be waived by the Collateral Agent in a written instrument executed thereby.

7.2 Notices.

All notices, requests and demands pursuant hereto shall be made in accordance with the terms of the Agency and Interlender Agreement.

7.3 No Waiver by Course of Conduct; Cumulative Remedies.

Neither the Collateral Agent nor any Secured Party shall by any act (except by a written instrument pursuant to Section 7.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Collateral Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Collateral Agent or such other Secured Party would otherwise have on any future occasion. The rights, remedies, powers and privileges herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

7.4 Enforcement Expenses; Indemnification.

(a)

Each Grantor agrees to pay any and all reasonable out of pocket expenses (including all reasonable and documented fees and disbursements of outside counsel) that may be paid or incurred by the Collateral Agent and any Secured Party in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Secured Obligations and/or enforcing any rights with respect to, or collecting against, such Grantor under this Security Agreement.

(b)

Each Grantor agrees to pay, and to hold the Collateral Agent and the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes that may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Security Agreement to the extent the Borrower would be required to do so pursuant to the terms of the Agency and Interlender Agreement.

(c)

Each Grantor agrees to pay, and to hold the Collateral Agent and the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, reasonable out-of-pocket expenses or disbursements of any kind or

nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Security Agreement to the extent a Borrower would be required to do so pursuant to the terms of the Agency and Interlender Agreement.

(d)

The agreements in this Section 7.4 shall survive repayment of the Obligations and all other amounts payable under the Agency and Interlender Agreement and the other Loan Documents.

7.5 Successors and Assigns.

The provisions of this Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Grantor may assign, transfer or delegate any of its rights or obligations under this Security Agreement without the prior written consent of the Collateral Agent except pursuant to a transaction permitted by the Agency and Interlender Agreement.

7.6 Counterparts.

This Security Agreement may be executed by one or more of the parties to this Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Security Agreement by facsimile transmission or other electronic delivery shall be as effective as delivery of a manually signed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Security Agreement.

7.7 Severability.

Any provision of this Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

7.8 **GOVERNING LAW**.

THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

7.9 Submission To Jurisdiction; Waivers.

Each party hereto hereby irrevocably and unconditionally:

(a)

submits for itself and its property in any legal action or proceeding relating to this Security Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of California, the courts of the United States of America, and appellate courts from any thereof;

(b)

consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c)

agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person at its address referred to in Section 7.2 or at such other address of which such Person shall have been notified pursuant thereto;

(d)

agrees that nothing herein shall affect the right of any other party hereto (or any Secured Party) to effect service of process in any other manner permitted by law or shall limit the right of any party hereto (or any Secured Party) to sue in any other jurisdiction; and

(e)

waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding any special, exemplary, punitive or consequential damages.

7.10 Acknowledgments.

Each party hereto hereby acknowledges that:

(a)

neither the Collateral Agent nor any other Agent or Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Security Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Collateral Agent, each other Agent and the other Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(b)

no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Collateral Agent, the Agents or among the Grantors and the Collateral Agent, the Agents.

(c)

Each Grantor hereby acknowledges that: (i) it has been advised by counsel in the negotiation, execution and delivery of this Security Agreement and the other Loan Documents to which

it is a party; (ii) the Collateral Agent has no fiduciary relationship with or duty to any Grantor arising out of or in connection with this Security Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Collateral Agent, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and (iii) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Grantors and the Collateral Agent.

7.11 Additional Grantors.

Each Subsidiary of the Borrower that is required to become a party to this Security Agreement pursuant to the terms of the Loan Documents shall become a Grantor, with the same force and effect as if originally named as a Grantor herein, for all purposes of this Security Agreement upon execution and delivery by such Subsidiary of a written supplement substantially in the form of Annex A hereto. The execution and delivery of any instrument adding an additional Grantor as a party to this Security Agreement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Security Agreement.

7.12 Release.

(a)

At such time as the Secured Obligations have been Paid in Full, the Collateral shall be released from the Liens created hereby, and this Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Collateral Agent shall deliver to the Grantors any Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination. Such documents shall be prepared by the Grantor and shall be in form and substance reasonably satisfactory to the Collateral Agent.

(b)

If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Agency and Interlender Agreement, then the Collateral Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Grantor shall be released from its obligations hereunder in the event that all the equity interests of such Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Agency and Interlender Agreement; provided that the Borrower shall have delivered to the Collateral Agent, at least five Business Days/with reasonable notice prior to the date of the proposed release, a written request for release identifying the relevant Grantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Agency and Interlender Agreement and the other Loan Documents.

7.13 **WAIVER OF JURY TRIAL**.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN. EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.13.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Security Agreement to be duly executed and delivered as of the date first above written.

Humboldt Holdings LLC, as Grantor

By: DocuSigned by: David Baker 91EE9A022491477...

Name: David Baker

Title: Manager

Ocean Green Management LLC, as Grantor

By: DocuSigned by: David Baker 91EE9A022491477...

Name: David Baker

Title: Manager

KW Capital Partners Limited, as collateral Agent

By:_____

Name: [_____]

Title: [_____]

List of schedules

1. Pledged Equity and Notes
2. Instruments, Chattel Paper, Certificated Securities and Negotiable Documents
3. Grantor Information
4. Deposit and Securities Accounts.
5. Equipment and Inventory
6. Notices

ANNEX A TO THE
SECURITY AGREEMENT

SUPPLEMENT NO. [1] dated as of ***June 11, 2019*** to the Security Agreement dated as of _June 11, 2019 (the "Security Agreement") Crop Infrastructure Corp., a British Columbia, Canada corporation (the "Borrower"), each subsidiary of the Borrower listed on Annex A thereto (each such subsidiary individually a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors and the Borrower are referred to collectively herein as the "Grantors"), KW Capital Partners Limited, a Canadian corporation, as collateral agent (in such capacity, the "Collateral Agent") under the Agency and Interlender Agreement referred to below.

A.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

B.

The Grantors have entered into the Security Agreement in order to induce the Collateral Agent and the Secured Parties to enter into the Loan Documents and to induce the Secured Parties to make the Loans to the Borrower under the Loan Documents.

C.

Section 7.11 of the Security Agreement provide that each Subsidiary of the Borrower that is required to become a party to the Security Agreement pursuant to the Loan Documents shall become a Grantor, with the same force and effect as if originally named as a Grantor therein, for all purposes of the Security Agreement upon execution and delivery by such Subsidiary of an instrument in the form of this Supplement. Each undersigned Subsidiary (each a "New Grantor") is executing this Supplement in accordance with the requirements of the Security Agreement to become a Subsidiary Grantor under the Security Agreement in order to induce the Collateral Agent to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and the New Grantors agree as follows:

SECTION 1.

In accordance with Section 7.11 of the Security Agreement, each New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (i) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (ii) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Secured Obligations, does hereby grant, bargain, sell, convey, assign, set over, mortgage, charge, pledge, hypothecate and transfer to and in favour of the Collateral Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of the Collateral of such New Grantor, in each case whether now or hereafter existing or in which it now has or hereafter acquires an interest. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2.

Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors' rights generally and general equitable principles.

SECTION 3.

This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and the Borrower. This Supplement shall become effective as to each New Grantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such New Grantor and the Collateral Agent.

SECTION 4.

The information set forth on Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Security Agreement, and each New Grantor represents and warrants that such information as to itself is true and correct as of the date hereof.

SECTION 5.

Each New Grantor hereby authorizes the Collateral Agent to file financing statements describing the collateral covered thereby as "all assets" or "all personal property" or using such other words of similar effect as the Collateral Agent reasonably determines is necessary or appropriate to perfect the Security Interests of the Collateral Agent under the Security Agreement, notwithstanding that such wording may be broader in scope than the Collateral described in the Security Agreement.

SECTION 6.

Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 7.

THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES THAT MIGHT OTHERWISE REFER CONSTRUCTION OR INTERPRETATION OF THIS AGREEMENT TO THE SUBSTANTIVE LAW OF ANOTHER JURISDICTION.

SECTION 8.

Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith

negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9.

All notices, requests and demands pursuant hereto shall be made in accordance with Section 18.1 of the Agency and Interlender Agreement.

Notices shall be addressed as follows:

IN WITNESS WHEREOF, each New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

Humboldt Holdings, LLC, as Grantor

By: DocuSigned by: David Baker 91EE9A022491477...

Name: [David Baker]

Title: [Manager]

Ocean Green Management LLC, as Grantor

By: DocuSigned by: David Baker 91EE9A022491477...

Name: David Baker

Title: Manager

KW Capital Partners Limited, as Collateral Agent

By:_____

Name: [_____]

Title: [_____]

SCHEDULE 1

TO

SECURITY AGREEMENT

Pledged Equity and Notes

Part A: Pledged Equity of Grantors

Grantor (owner of record such Pledge Equity)	**Issuer**	**Pledge Equity Description**	**Percentage of Issuer**
NONE			

Part B: Pledged Notes

Grantor (owner of record such Pledged Notes)	**Issuer**	**Pledge Note Description**
NONE		

SCHEDULE 2

TO
SECURITY AGREEMENT

Instruments, Chattel Paper, Certificated Securities and Negotiable Documents

NONE

SCHEDULE 3

TO
SECURITY AGREEMENT

Grantor Information

Grantor (exact legal name)	**State of Organization**	**Federal Employer Identification Number**	**Chief Executive Office**
1. Humboldt Holdings LLC	California		David Baker
2. Ocean Green Management LLC	California		David Baker

SCHEDULE 4

TO
SECURITY AGREEMENT

Deposit and Securities Accounts

Grantor	Financial Information	Account Number	Contact Information
NONE			

SCHEDULE 5

TO
SECURITY AGREEMENT

Equipment and Inventory

Grantor	**Collateral**	**Collateral Location and Place of Business (including chief executive office)**	**Owner/Lessor (if leased)**
NONE			

SCHEDULE 6

TO
SECURITY AGREEMENT

Humboldt Holdings LLC

1267 Willis St Suite 200, Redding, CA 96001

Ocean Green Management LLC

8939 South Sepulveda Boulevard, Suite 400, Los Angeles, CA 90045

End of Document

This is Exhibit "H" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

APN(S): 010-213-12 and 010-213-14
WHEN RECORDED MAIL TO:
Elite Ventures Group LLC
277 Kingsbury Grade
Lake Tahoe, NV 98449
MAIL TAX STATEMENTS TO:
Borrower at above address

DEED OF TRUST

THIS DEED OF TRUST, made this 8 day of February 2019, between

Elite Ventures Group, LLC
as GRANTOR(S),
whose address is
277 Kingsbury Grade
Lake Tahoe, NV 98449

And

KW Capital Partners Limited, a Canadian corporation
as TRUSTEE,
whose address is:
10 Wanless Avenue, Suite 201
Toronto, Ontario, M4N 1V6

And

KW Capital Partners Limited, a Canadian corporation
as BENEFICIARY,
whose address is
10 Wanless Avenue, Suite 201
Toronto, Ontario, M4N 1V6

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Nye County, Nevada:

Commonly known as:
Full Legal Description: All that certain real property situated in the County of Nye, State of Nevada, described as follows: That portion of Section 30, Township 12 North, Range 43 East, M.D.B.&M., more particularly described as follows:

Parcels 1 and 2 as shown by Parcel Map recorded June 4, 1999 in the Office of the County Recorder of Nye County, Nevada as File No. 470944, Nye County, Nevada records.

TOGETHER WITH all water rights appurtenant to or presently being used on the Property described herein.

Assessor's Parcel Number(s): 010-213-12 and 010-213-14

together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of Dollars ($) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

7. NO FURTHER ENCUMBRANCES: Not applicable unless initialed by Grantor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further

encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

DB

Grantor initials

Beneficiary initials

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Nevada, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the laws of the State of Nevada is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

ELITE VENTURES GROUP, LLC

N/A

N/A

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

Subscribed and sworn to before me this 8th day of February, 2019 by: DAVID BAKER

BAERBEL A. BROWN
Notary Public, State of Nevada
Appointment No. 06-109078-2
My Appt. Expires Nov 13, 2022

NOTARY PUBLIC

NOTARY PUBLIC in and for said County and State

REQUEST FOR FULL RECONVEYANCE - *Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____ _____

_____

END OF DOCUMENT

ASSIGNMENT AGREEMENT

Reference is made to (A) the HEMP-CBD License Option Agreement dated July 12, 2018, among The Hempire Company, LLC and Elite Ventures Group, LLC, a Nevada limited liability company (the "**Assignor**"), a copy of which is attached hereto as Schedule "A" (the "**Contract**"), and (B) the Agency and Interlender Agreement, dated February 6th, 2019, among the Assignor, Crop Infrastructure Corp., British Columbia, Canada corporation ("**Crop**"), the lenders or other financial institutions or entities from time to time party thereto, and KW Capital Partners Limited (the "**Agency and Interlender Agreement**"). Capitalized terms used herein but not otherwise defined herein have the meanings given to such terms in the Agency and Interlender Agreement.

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, releases and quit claims to KW Capital Partners Limited, as administrative agent and collateral agent under the Agency and Interlender Agreement (the "**Assignee**"), its successors and assigns, all of the Assignor's right, title and interest in and to the Contract and all benefits and advantages to be derived therefrom, for the benefit of the Holders.

Dated as of the 8th day of February, 2019.

ELITE VENTURES GROUP LLC
as Assignor

David Baker

Name: David Baker
Title: Manager
I have authority to bind the Company.

.

END OF DOCUMENT

HEMP-CBD LICENCE OPTION AGREEMENT

The Hempire Company – Certificate # 201895G & Industrial Hemp Seed Processing

This Option Agreement is made on this the 12th day of July, 2018, by and The Hempire Company, LLC **of 401 Ryland Street Reno, NV 89502**, hereinafter referred to as the SELLER and Elite Ventures Group , LLC of Nevada or their assigns, hereinafter referred to as the PURCHASER.

FOR AND IN CONSIDERATION of $1.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I.

GRANT OF OPTION: The Seller does hereby grant unto the Purchaser the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, the **Certificate # 201895G & Industrial Hemp Seed Processing** issued by the Department of Agriculture including without limitation the following described property together with all improvements located thereon, to wit:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

II.

EXERCISE OF OPTION: This option to purchase may be exercised by the Purchaser at any time prior to midnight on July 12, 2050 by notice in writing to the Seller addressed to the following address 11814 Debonair Rd. N.E. Moses Lake, WA 98837, All notices will be deemed delivered to Seller upon deposit in the U.S. Mail Certified, Return Receipt Requested, addressed to the above address.

III.

DEFAULT BY PURCHASER: In the event of the failure of the Purchaser to exercise this option, or in the event of any default by the Purchaser after the exercise of this option, all money paid by the Purchaser to the Seller upon the execution of this Agreement, or upon any extension, shall be retained by the Seller as liquidated damages and as consideration for the granting of this Option to the Purchaser, and all rights of the Purchaser under this Agreement shall terminate.

IV.

TITLE: Within fifteen (15) days or as long as required by the cannabis licencing authority after the Purchaser has exercised this Option as hereinabove provided, the Seller shall deliver to the Purchaser, or to Purchaser's attorney, a Certificate of Title by a reputable attorney upon whose certificate title insurance can be obtained, covering the

property described in paragraph I above which shall reflect that marketable fee simple title to the subject property is vested in Seller and that same is insurable by a title company of Purchasers choice. Said Certificate shall be subject only to taxes for the current year, easements, and rights of way of record, and prior mineral reservations. Should said Certificate reflect any other exceptions to the title unacceptable to Purchaser, Purchaser shall notify the Seller in writing of any defects within fifteen (15) days (the title review period) and the Seller shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Seller is unable to make the title acceptable to Purchaser within such reasonable time, it shall be the option of the Purchaser either to accept the title in its existing condition with no further obligation on the part of the Seller to correct any defect, or to cancel this Agreement. If this Agreement is thus canceled, all money paid by the Purchaser to the Seller upon the execution of this Agreement or upon any extension shall be returned to the Purchaser, and this Agreement shall terminate without further obligation of either party to the other. If title is acceptable to Purchaser, the closing shall occur within fifteen (15) days after expiration of the "title review period". At closing Seller shall convey title to Purchaser by Warranty Deed subject only to exceptions acceptable to Purchaser.

V.

PURCHASE PRICE: The purchase price for the licence shall be ten thousand US dollars($10,000). The purchase price after the application of the option money shall be paid by purchaser to Seller in cash. Closing shall take place within fifteen (15) days of Seller's delivery to Purchaser of an acceptable Title Certificate as provided for in Paragraph IV.

VI.

OPTION MONEY: Upon execution of this Option, Purchaser has paid unto Seller the sum of $1.00 as "Option Money". In the event that Purchaser exercises the option to purchase this property within the initial option period or any extension thereof and is not in default in any other terms of this Agreement, said Option Money shall apply toward the purchase price at closing.

VII.

LEGALIZATION: This option shall only be valid where federal legalization of cannabis-thc or hemp-cbd has taken place or in the case that the state in question now allows foreign ownership and the company desires to begin owning cannabis licences directly.

VIII.

EXPENSES OF SALE: In the event that Purchaser exercises his option to purchase the subject property, Seller agrees to pay all costs and expenses of the sale including attorney's fees, recording fees, and any and other costs attributable to the preparation of the Warranty Deed, Title Certificate and any other closing documents.

IX.

POSSESSION: Purchaser shall be entitled to possession of the property at closing.

X.

RIGHT OF ENTRY: During the term of this Option or any extension hereof, Purchaser shall be entitled to enter upon the property for the purpose of conducting soil tests, engineering studies, and surveys.

XI.

TAXES: Taxes shall be prorated as of the date of closing.

XII.

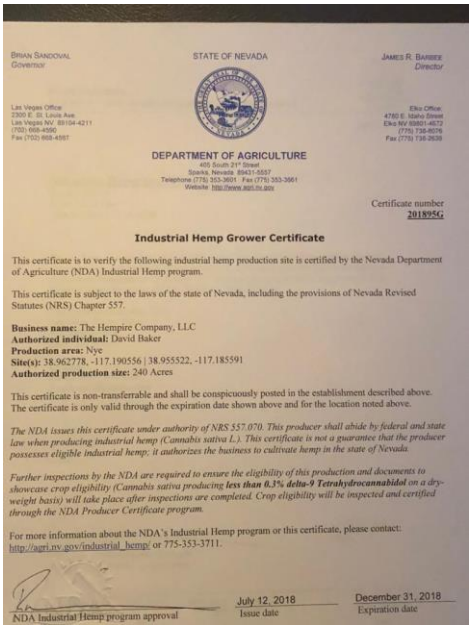
DEFAULT: This contract shall be binding upon and inure to the benefit of the heirs, administrators and assigns of the parties hereto and upon default in any of the terms of this Agreement the defaulting party agrees to pay all costs of Court and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 24th day of July 12, 2018.

SELLER,

PURCHASER

SCHEDULE A



BRIAN SANDOVAL
Governor

STATE OF NEVADA

JAMES R. BARBEE
Director

Las Vegas Office
2300 E. St. Louis Ave.
Las Vegas, NV 89104-4211
(702) 668-4590
Fax (702) 668-4557

Elko Office
4780 E. Idaho Street
Elko NV 89801-4572
(775) 738-8076
Fax (775) 738-2539

DEPARTMENT OF AGRICULTURE
405 South 21st Street
Sparks, Nevada 89431-5557
Telephone (775) 353-3601 Fax (775) 353-3661
Website http://www.agri.nv.gov

Certificate number
201895G

Industrial Hemp Grower Certificate

This certificate is to verify the following industrial hemp production site is certified by the Nevada Department of Agriculture (NDA) Industrial Hemp program.

This certificate is subject to the laws of the state of Nevada, including the provisions of Nevada Revised Statutes (NRS) Chapter 557.

Business name: The Hempire Company, LLC
Authorized individual: David Baker
Production area: Nye
Site(s): 38.962778, -117.190556 | 38.955522, -117.185591
Authorized production size: 240 Acres

This certificate is non-transferrable and shall be conspicuously posted in the establishment described above. The certificate is only valid through the expiration date shown above and for the location noted above.

The NDA issues this certificate under authority of NRS 557.070. This producer shall abide by federal and state law when producing industrial hemp (Cannabis sativa L.). This certificate is not a guarantee that the producer possesses eligible industrial hemp; it authorizes the business to cultivate hemp in the state of Nevada.

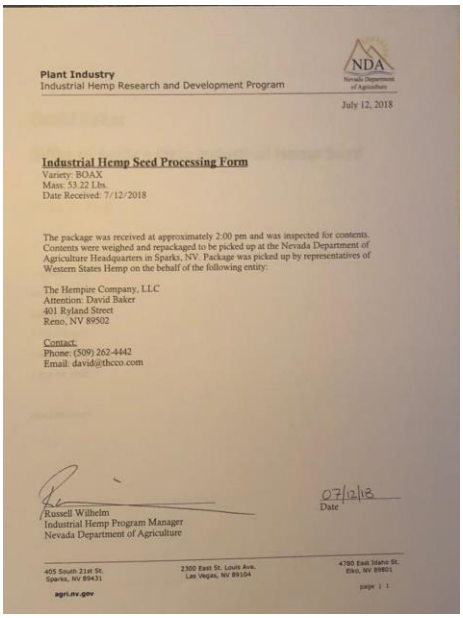
Further inspections by the NDA are required to ensure the eligibility of this production and documents to showcase crop eligibility (Cannabis sativa producing ***less than 0.3% delta-9 Tetrahydrocannabidol*** *on a dry-weight basis) will take place after inspections are completed. Crop eligibility will be inspected and certified through the NDA Producer Certificate program.*

For more information about the NDA's Industrial Hemp program or this certificate, please contact: http://agri.nv.gov/industrial_hemp/ or 775-353-3711.

NDA Industrial Hemp program approval

July 12, 2018
Issue date

December 31, 2018
Expiration date



Plant Industry
Industrial Hemp Research and Development Program

NDA
Nevada Department of Agriculture

July 12, 2018

Industrial Hemp Seed Processing Form
Variety: BOAX
Mass: 53.22 Lbs.
Date Received: 7/12/2018

The package was received at approximately 2:00 pm and was inspected for contents. Contents were weighed and repackaged to be picked up at the Nevada Department of Agriculture Headquarters in Sparks, NV. Package was picked up by representatives of Western States Hemp on the behalf of the following entity:

The Hempire Company, LLC
Attention: David Baker
401 Ryland Street
Reno, NV 89502

Contact:
Phone: (509) 262-4442
Email: david@thcco.com

Russell Wilhelm
Industrial Hemp Program Manager
Nevada Department of Agriculture

07/12/18
Date

405 South 21st St.
Sparks, NV 89431

2300 East St. Louis Ave.
Las Vegas, NV 89104

4780 East Idaho St.
Elko, NV 89801

agri.nv.gov

page 1 1

SCHEDULE B

Received
Date: _____
Signed:_____

END OF DOCUMENT

Membership Interest Pledge Agreement

February 8, 2019

KW Capital Partners Limited
10 Wanless Avenue, Suite 201
Toronto, Ontario M4N 1V6

Re: Pledge Agreement

Reference is made to the Agency and Interlender Agreement (as defined below). In this letter agreement (the "**Agreement**"), capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Agency and Interlender Agreement, and the following terms will have the following meanings:

(a) "**Agency and Interlender Agreement**" means the Agency and Interlender Agreement, dated as of the 8th day of February, 2019, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "**Agency and Interlender Agreement**"), by and among the Parent, the Guarantors, the Agent, and the Holders.

(b) "**Agent**" (or "**you**" or "**your**") means KW Capital Partners Limited, a corporation having an address at 10 Wanless Avenue, Suite 201, Toronto, Ontario M4N 1V6;

(c) "**Collateral**" means the Interests and any cash, securities or other property paid or otherwise distributed on, with respect to, or in exchange for, the Interests or any other Collateral as well as all rights, privileges, title, interests and benefits which the respective Pledgor now has or may hereafter acquire with respect to such Collateral;

(d) "**Company**" means, collectively, the Parent and the Guarantors;

(e) "**Guarantors**" means, collectively, Wheeler Corridor Business Park LLC, Humboldt Holdings, LLC, LLC, Elite Ventures Group LLC, DVG LLC, Ocean Green Management LLC, and Wheeler Park Properties, LLC;

(f) "**Holders**" has the meaning ascribed to such term in the Agency and Interlender Agreement;

(g) "**Obligations**" means all obligations of the Company now existing or at any time hereafter arising under or in connection with the Agency and Interlender Agreement and all other loan documents, including, without limitation, any security delivered by the Company in connection therewith.

(h) "**Parent**" means Crop Infrastructure Corp., a corporation having an address at 600-535 Howe Street, Vancouver, B.C. V6C 2Z7; and

(i) "**Pledgor**" (or "**we**" or "**us**") means the undersigned.

(j) "**UCC**" means the Uniform Commercial Code as in effect from time to time.

Unless otherwise defined in this Agreement or in the Agency and Interlender Agreement, terms defined in Article 8 or 9 of the UCC are used in this Agreement as such terms are therein defined.

To secure the payment and performance of the Obligations, the Pledgor hereby grants, assigns, transfers, sets over, pledges, mortgages and charges to the Agent, a security interest in all of the right, privilege, title, interest and benefit which such Pledgor now has or may hereafter acquire in and to (1) all ownership interests of the Pledgor (the "**Interests**"), and (2) any other Collateral, whether now or hereafter existing or arising and wherever located. The Pledgor covenants and agrees that if it receives such other Collateral, it will promptly deliver the same to the Agent in the form received.
The Pledgor hereby represents and warrants to the Agent that:

(a) it is the sole owner of the Interests;

(b) the Interests constitute approximately Forty-Nine Percent (49%) of the issued and outstanding Membership Interests of the Pledgor, held by Pledgor in Elite Ventures Group LLC, a Nevada limited liability company, and is the only class of Interests entitled to elect directors, managers, or members of Elite Ventures Group LLC.

(c) the Interests are validly issued in the name of the Pledgor and are fully paid and non-assessable and, except as described above, are not subject to any encumbrance, claim or right in favor of any party other than the Agent pursuant to the terms of this Agreement;

(d) this Agreement has been duly authorized and constitutes a legal, valid and binding obligation of the Pledgor, and is enforceable against the Pledgor in accordance with its terms;

(e) no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the pledge of the Interests and the Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by the Pledgor, or (ii) for the Agent to exercise the rights provided for in this Agreement or the remedies in respect of the Interests pursuant to this Agreement;

(f) the pledge of the Interests and the Collateral to the Agent pursuant to this Agreement creates a valid and perfected first priority security interest in favor of the Agent in the Interests and Collateral, securing the performance of the Obligations and the payment of the Debentures; and

(g) except as described above, there are no options, warrants, privileges or other rights outstanding pursuant to which any Interests of the Pledgor may be acquired.

On the date of this Agreement, the Pledgor shall deliver to the Agent all certificates or instruments, if any, representing or evidencing the Interests and any other Collateral, which shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Agent. All such certificates or instruments shall be held by the Agent pursuant hereto.

The Pledgor agrees that it will not transfer, assign or encumber any of its rights, privileges, title, interests in any of the Collateral, except pursuant to this Agreement.

The Pledgor agrees to take such action and execute such additional documents as the Agent may request in connection with this Agreement or to enforce the Agent's rights hereunder. If the Pledgor fails to take

any such action or execute any such document, the Pledgor hereby authorizes the Agent to do so in the Pledgor's name and its behalf. Upon payment or performance in full of all Obligations secured hereby, the Agent will, at the Pledgor's request and expense, reassign or transfer the Interests and Collateral to the Pledgor.

The Agent and its permitted successors and assigns will have all of the rights, powers and privileges of a secured party under the UCC in force and effect from time to time with respect to the security interest granted by this Agreement.

The Pledgor agrees and acknowledges that upon the occurrence and during the continuance of any Event of Default under the Agency and Interlender Agreement:

(a) the Agent shall be entitled to vote the Interests and any other Collateral held by the Agent under this Agreement, and at all such times the Pledgor shall not be entitled to vote the Interests or any other Collateral; and

(b) the Agent may take such action as it deems advisable with respect to the Collateral, including, without limitation, transferring any of the Collateral into its name or the name of its nominee, and selling any of the Collateral at a public or private sale on such terms as the Agent deems appropriate. For greater certainty, the Agent may be the purchaser at any such sale.

The Agent shall not be required to resort to or pursue any of its rights or remedies under or with respect to any other security for, or guaranty of payment of, any of the obligations secured by this Agreement before pursuing any of its rights or remedies under this Agreement.

The Pledgor hereby waives any and all defenses, whether statutory or decisional, to the enforcement of this Agreement arising by virtue of that fact, including, without limitation, any defenses regarding the exoneration or discharge of sureties provided by law. Without limiting the generality of the foregoing, the Pledgor agrees that its obligations hereunder will not be affected by any failure of the Agent to assert any claim or demand or to enforce any right or remedy against the Pledgor under the provisions of the Agency and Interlender Agreement, under any extension or renewal of any provision thereof, or under any rescission, waiver, amendment or modification of any of the terms or provisions the Agency and Interlender Agreement.

The Pledgor agrees and acknowledges that its obligations hereunder will not be affected by:

(a) any failure on the part of the Agent to perfect any security interest in any other security held by the Agent for any of the Obligations;

(b) any failure of the Agent to exercise any right or remedy against any other guarantor or accommodation pledgor of any of the Obligations;

(c) the Agent taking and holding security or collateral for the payment of any other guaranties of Obligations, or (i) exchanging, enforcing, waiving and releasing any such security or collateral, or (ii) applying such security or collateral and directing the order or manner of sale thereof as the Agent, in its sole discretion, may determine;

(d) the Agent settling, releasing, compromising, collecting or otherwise liquidating the Obligations and any security or collateral therefor in any manner, as it may determine; and

(e) any default, failure or delay, or any other act or thing, that might, in any manner or to any extent, vary the Pledgor's risk hereunder or which would otherwise operate to discharge the Pledgor as a matter of law or equity.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Pledgor. The Agent and its permitted successors and assigns will have all of the rights, powers and privileges of a secured party under the UCC in force and effect from time to time with respect to the security interest granted by this Agreement.

This Agreement and the Agent's rights and obligations hereunder will be governed by and construed in accordance with the laws of the State of Nevada. The Pledgor agrees that any legal action or proceeding with respect to this Agreement may be brought in either the courts of such State or the courts of the United States of America, having jurisdiction over such State. For the purpose of any such legal action or proceeding, the Pledgor hereby submits to the non-exclusive jurisdiction of such courts and agrees not to raise, and waives, any objection the Pledgor may have based upon or relating to the venue of any such court. The Pledgor further agrees: (1) not to bring any legal action or proceeding referred in connection with this Agreement in any other court, unless the courts of such State or of the United States determine that they do not have jurisdiction in the matter; and (2) to waive any limitation on the time within which an action or proceeding may be brought under or with respect to this Agreement.

THE PLEDGOR HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, SUIT, ACTION OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE SUBJECT MATTER HEREOF, ANY LOAN DOCUMENT, OR ANY OF ITS OBLIGATIONS, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING OR WHETHER IN CONTRACT, IN TORT OR OTHERWISE.

If the foregoing is acceptable to you, please sign the enclosed copy of this letter in the space provided below, whereupon this letter will become an agreement between us as of the date first above written.
Very truly yours,

Crop Infrastructure Corp
By: _____
Name: _____
Title: _____

Approved by,
Elite Ventures Group LLC
By: David Baker
Name: David Baker
Title: Manager

Agreed to and accepted as of the date first written above:

KW CAPITAL PARTNERS LIMITED
By: _____
Name: _____
Title: _____

This is Exhibit "I" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

Garfinkle | Biderman
BARRISTERS & SOLICITORS

Shimmy Posen
Direct Line: 416.869.7612
e-mail: sposen@garfinkle.com

October 7, 2019

Sent By E-Mail

Clark Wilson LLP
900-885 West Georgia Street
Vancouver, BC, V6C 3H1

Attention: Cam McTavish

Dear Mr. McTavish,

Re: Notice of Failure to Pay Interest - Crop Infrastructure Corp. (the "Corporation")

Reference is made to the amended agency and interlender agreement dated June 11, 2019 (the "**Amended Interlender Agreement**") among KW Capital Partners Ltd. ("**KW**"), the Corporation, the Guarantors (as defined therein), and the holders (the "**Holders**") of the following secured convertible debentures of the Corporation (collectively, the "**Debentures**"): (i) the secured convertible debentures of the Corporation issued by the Corporation on or about February 8, 2019, and (ii) the secured convertible debentures of the Corporation issued by the Corporation on or about June 11, 2019.

We have been retained by KW, acting on its own behalf, and in its capacity as collateral agent for the Holders pursuant to the Amended Interlender Agreement. We are writing to notify you that, pursuant to the Debentures, interest on the principal amount of the Debentures in the aggregate amount of $131,250.00 (the "**Outstanding Interest**"), was due and payable to the Holders on September 30, 2019. As at the date hereof, the Corporation has failed to pay to the Holders the Outstanding Interest. We note that pursuant to Section 6.1(a) of the Debentures, the Corporation's failure to pay such interest when due will, if unremedied by October 22, 2019, constitute an event of default pursuant to the Debentures.

Please be advised that, if the Outstanding Interest is not paid in full by the close of business on October 22, 2019, KW will consider the Corporation in default pursuant to the Debentures, and will consider all available legal remedies against the Corporation to enforce the rights, powers, privileges and remedies to which it, and the Holders, may be entitled. As such, we ask that the Corporation promptly arrange for the payment of the Outstanding Interest.

This letter is not, and shall not be deemed to be, a waiver of, or a consent to, any default, noncompliance, or event of default now existing or hereafter arising under the Debentures or documents entered into in connection with the issuance thereof (each such document, a "**Related Document**"). Neither this letter, nor any delay by KW in exercising any rights, powers, privileges and remedies to which it, or the Holders, may be entitled, whether at law, in equity, under contract, or otherwise with respect to the any event of default now existing or hereafter arising under the Debentures or any Related Document (any such event, a "**Corporation Default**"), nor the holding of any discussions between or among any or all of the Corporation, KW, the Holders, and their respective legal counsel with respect to any Corporation Default shall be construed as a waiver or modification of such rights, powers, privileges and remedies. This letter shall not entitle the Corporation to any other or further notice or demand.

Yours very truly,
GARFINKLE BIDERMAN LLP
Per:

Shimmy Posen

cc: A. Farkas (Clark Wilson LLP)
J. Kaplan and S. Weinreb (KW Capital Partners Ltd.)

This is Exhibit "J" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Michalls

***Bankruptcy and Insolvency Act* (s.244)**

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: **VERT INFRASTRUCTURE LTD.** ("**Vert**")

TAKE NOTICE THAT:

1. **KW Capital Partners Limited**, as collateral agent on behalf of certain secured lenders listed on **Schedule "A"** hereto (the "**Secured Lenders**"), intends to enforce its security on the property of the insolvent person described below:

   (a) All of the present and after acquired personal property and all of the present and future assets, property (both real and personal) and undertaking of Vert.

2. The security ("**Security**") that is to be enforced is the grant of security given in the Amended General Security Agreement, dated as of June 11, 2019 issued by Crop Infrastructure Corp. (the predecessor to Vert) ("**Crop**") to KW Capital Partners Limited, as collateral agent on behalf of the Secured Lenders, securing the performance obligations of Vert under certain secured convertible debentures issued by Crop in favour of the Secured Lenders.

3. The total amount of the indebtedness secured by the Security as of May 26, 2020 is $5,235,000 comprised of:

   (a) $5,190,000 bearing interest at the rate of 10%, calculated and compounded daily, not in advance; and

   (b) $45,000 in costs to the date of issuance of this notice,

   (such amount for costs being up to and including the service of this Notice only, and thereafter such further costs and disbursements will be charged as may be proper to the date of payment).

4. The collateral agent will not have the right to enforce the Security until after the expiry of the ten (10) day period following the sending of this Notice, unless the insolvent person consents to an earlier enforcement.

DATED AT Toronto this 27th day of May, 2020.

KW CAPITAL PARTNERS LIMITED

per: 

Sruli Weinreb
Authorized Signing Officer

Schedule A

1. **KW Capital Partners Limited**
   10 Wanless Ave, Suite 201
   Toronto, ON
   M4N 1V6

2. **Plazacorp Investments Limited**
   10 Wanless Ave, Suite 201
   Toronto, ON
   M4N 1V6

3. **Jesse Kaplan**
   1 Adelaide Street East, Suite 801
   Toronto, ON
   M5C 2V9

END OF DOCUMENT

Garfinkle | Biderman
BARRISTERS & SOLICITORS

Shimmy Posen
Direct Line: 416.869.7612
e-mail: sposen@garfinkle.com

April 13, 2018

VERT INFRASTRUCTURE LTD. ("Vert")
605-369 Terminal Ave.
Vancouver B.C.
V6A 4C4

Dear Sirs:

Reference is made to that security (the "**Security**") granted pursuant to the Amended General Security Agreement (the "**GSA**"), dated as of June 11, 2019 issued by Crop Infrastructure Corp. (the predecessor to Vert) ("**Crop**") to KW Capital Partners Limited ("**KW**"), as collateral agent on behalf of KW, Plazacorp Investments Limited and Jesse Kaplan (the "**Secured Lenders**"), securing the performance obligations of Vert under certain secured convertible debentures (the "**Debentures**") issued by Crop in favour of the Secured Lenders. Enclosed with this letter are copies of the GSA, the Debentures and the other documents and agreements ancillary thereto.

We are Canadian counsel for KW in connection with the above-noted matter.

As of May 26, 2020, Vert was indebted to the Secured Lenders in the aggregate principal amount of approximately $5,190,000 together with interest, fees, costs and other allowable charges accrued to date and continuing to accrue (collectively, the "**Indebtedness**").

As of May 26, 2020, we have been advised by KW that Vert is in default of its payment obligations under the Debentures having, in particular and without limitation, failed to make the quarterly payments due under the Debentures on September 30, 2019, December 31, 2019 and March 31, 2020. These events of default are continuing and have not been cured as of the date hereof. As at May 26, 2020 the aggregate interest outstanding under the Debentures was valued at $224,649.32.

Your obligations to KW are secured by the above-noted GSA granted by you in favour of KW as collateral agent for the Secured Lenders.

Pursuant to the GSA, KW is entitled to demand payment and performance of the full amount of the Indebtedness upon the occurrence of an event of default that it continuing.

Accordingly, on behalf of KW, we hereby demand full payment of the Indebtedness together with all interest, fees, costs and other allowable charges in respect of the Indebtedness accruing up to the date hereof and continuing to accrue until paid in full.

If we do not receive a certified cheque, money order or bank draft payable to KW for the total amount of the Indebtedness plus accrued and accruing interest, fees, costs and other allowable charges to the date of payment within ten (10) days of the date of this demand at our office address set out above, KW will

take such further action, remedy or proceeding available to it under the GSA, the Debentures, at law, equity or otherwise.

However, if prior to such date, circumstances require that KW take steps to protect, preserve or recover any or all of its Security, KW reserves the right to do so without further notice.

Concurrently with the delivery of this Demand Notice, we are delivering a Notice of Intention to Enforce a Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) which is enclosed herewith.

This letter and/or any decision by KW not to immediately enforce any of its rights and remedies shall in no way constitute a waiver of any of the aforesaid breaches and events of default or any additional or subsequent breach or event of default under the GSA or the Debentures and KW hereby expressly reserves any and all of its rights and remedies under the GSA, the Debentures and any and all documents and agreements ancillary thereto, and at law, equity or otherwise.

Yours very truly,
GARFINKLE BIDERMAN LLP

Per: Shimmy Posen

This is Exhibit "K" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

VERT INFRASTRUCTURE LTD.

Date and Time of Search: **May 08, 2020 06:29 AM Pacific Time**

Currency Date: February 28, 2020

ACTIVE

Incorporation Number: BC0911833

Name of Company: VERT INFRASTRUCTURE LTD.

Recognition Date and Time: Incorporated on May 31, 2011 11:40 AM Pacific Time

In Liquidation: No

Last Annual Report Filed: May 31, 2019

Receiver: No

COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
CROP INFRASTRUCTURE CORP.	January 15, 2020
FORTIFY RESOURCES INC.	March 02, 2018

REGISTERED OFFICE INFORMATION

Mailing Address:
605-815 HORNBY STREET
VANCOUVER BC V6Z 2E6
CANADA

Delivery Address:
605-815 HORNBY STREET
VANCOUVER BC V6Z 2E6
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
605-815 HORNBY STREET
VANCOUVER BC V6Z 2E6
CANADA

Delivery Address:
605-815 HORNBY STREET
VANCOUVER BC V6Z 2E6
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Bostic, Victoria

Mailing Address:
6F 535 HOWE STREET
VANCOUVER BC V6C 2Z4
CANADA

Delivery Address:
6F 535 HOWE STREET
VANCOUVER BC V6C 2Z4
CANADA

Last Name, First Name, Middle Name:
Merali, Arif

Mailing Address:
6F 535 HOWE STREET
6F 535 HOWE STREET
VANCOUVER BC V6C 2Z4
CANADA

Delivery Address:
6F 535 HOWE STREET
6F 535 HOWE STREET
VANCOUVER BC V6C 2Z4
CANADA

Last Name, First Name, Middle Name:
Yorke, Michael

Mailing Address:
600-535 HOWE STREET
VANCOUVER BC V6C 2Z4
CANADA

Delivery Address:
600-535 HOWE STREET
VANCOUVER BC V6C 2Z4
CANADA

OFFICER INFORMATION AS AT May 31, 2019

Last Name, First Name, Middle Name:
Abdiye, Abbey Dan

Office(s) Held: (CFO)

Mailing Address:
SUITE 605-815 HORNBY STREET
VANCOUVER
VANCOUVER BC V6Z 2E6
CANADA

Delivery Address:
SUITE 605-815 HORNBY STREET
VANCOUVER
VANCOUVER BC V6Z 2E6
CANADA

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :	ONCORP - DWPV - Taylor Handley
Reference :	Taylor Handley
Docket :	272349
Search ID :	769338
Date Processed :	5/8/2020 10:12:17 AM
Report Type :	PPSA Electronic Response
Search Conducted on :	VERT INFRASTRUCTURE LTD.
Search Type :	Business Debtor

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: VERT INFRASTRUCTURE LTD.

FILE CURRENCY: May 7, 2020

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

Index: BUSINESS DEBTOR

List of matches:

Exact: VERT INFRASTRUCTURE LTD

BC OnLine: PPRS SEARCH RESULT 2020/05/08
Lterm: XPSP0054 For: PH43818 DYE AND DURHAM CORPORATION 07:12:50

Index: BUSINESS DEBTOR

Search Criteria: VERT INFRASTRUCTURE LTD.

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JUN 13, 2019 Reg. Length: 10 YEARS
Reg. Time: 11:58:56 Expiry Date: JUN 13, 2029
Base Reg. #: 568431L Control #: D6105540

Block#

S0001 Secured Party: KW CAPITAL PARTNERS LIMITED (AS
COLLATERAL AGENT)
201-10 WANLESS AVENUE
TORONTO ON M4N 1V6

+++ Base Debtor: CROP INFRASTRUCTURE CORP
(Business) 535 HOWE STREET
VANCOUVER BC V6C 2Z7

General Collateral:
ALL OF THE PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY AND ALL OF THE PRESENT AND FUTURE ASSETS, PROPERTY (BOTH REAL AND PERSONAL) AND UNDERTAKING OF THE DEBTOR AND ALL RIGHT, TITLE AND INTEREST WHICH THE DEBTOR NOW HAS OR MAY HEREAFTER HAVE IN ALL OF ITS ASSETS, PROPERTY AND UNDERTAKING.

Registering
Party: GARFINKLE BIDERMAN LLP
801-1 ADELAIDE STREET EAST
TORONTO ON M5C 2V9

---------- A M E N D M E N T / O T H E R C H A N G E ----------

Reg. #: 010097M Reg. Date: JAN 17, 2020
Reg. Time: 09:40:30
Control #: D6555619
Base Reg. Type: PPSA SECURITY AGREEMENT
Base Reg. #: 568431L Base Reg. Date: JUN 13, 2019

Details Description:
TO AMEND THE NAME OF THE DEBTOR FROM CROP INFRASTRUCTURE CORP. TO VERT INFRASTRUCTURE LTD. DUE TO A CHANGE OF NAME

Block#

** DELETED **
+++ Bus. Debtor: CROP INFRASTRUCTURE CORP
535 HOWE STREET
VANCOUVER BC V6C 2Z7

*** ADDED ***
=D0002 Bus. Debtor: VERT INFRASTRUCTURE LTD
535 HOWE STREET
VANCOUVER BC V6C 2Z7

Continued on Page 2

Registering
Party: GARFINKLE BIDERMAN LLP
801-1 ADELAIDE STREET EAST
TORONTO ON M5C 2V9

****

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> END OF SEARCH <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :	ONCORP - DWPV - Taylor Handley
Reference :	Taylor Handley
Docket :	272349
Search ID :	769339
Date Processed :	5/8/2020 10:12:27 AM
Report Type :	PPSA Electronic Response
Search Conducted on :	CROP INFRASTRUCTURE CORP.
Search Type :	Business Debtor

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: CROP INFRASTRUCTURE CORP.

FILE CURRENCY: May 7, 2020

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

BC OnLine: PPRS SEARCH RESULT 2020/05/08
Lterm: XPSP0054 For: PH43818 DYE AND DURHAM CORPORATION 07:19:50

Index: BUSINESS DEBTOR

List of matches:

Exact: CROP INFRASTRUCTURE CORP.

BC OnLine: PPRS SEARCH RESULT 2020/05/08
Lterm: XPSP0054 For: PH43818 DYE AND DURHAM CORPORATION 07:19:50

Index: BUSINESS DEBTOR

Search Criteria: CROP INFRASTRUCTURE CORP.

********** P P S A S E C U R I T Y A G R E E M E N T **********

Reg. Date: JAN 13, 2020 Reg. Length: 5 YEARS
Reg. Time: 12:10:46 Expiry Date: JAN 13, 2025
Base Reg. #: 001656M Control #: D6548292

Block#

S0001 Secured Party: MYM NUTRACEUTICALS INC.
250 - 1095 WEST PENDER STREET
VANCOUVER BC V6E 2M6

=D0001 Base Debtor: CROP INFRASTRUCTURE CORP.
(Business) 600 - 535 HOWE STREET
VANCOUVER BC V6C 2Z4

General Collateral:
ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY, INCLUDING ALL INVENTORY, EQUIPMENT AND FIXTURES, ALL CONTRACTS, ACCOUNTS AND OTHER INTANGIBLES, AND ALL INVESTMENT PROPERTY, INSTRUMENTS, CHATTEL PAPER, MONEY AND DOCUMENTS OF TITLE (AND TERMS USED HEREIN THAT ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF BRITISH COLUMBIA OR THE REGULATIONS MADE THEREUNDER HAVE THOSE DEFINED MEANINGS).

Registering
Party: FASKEN MARTINEAU DUMOULIN LLP
SUITE 2900, 550 BURRARD STREET
VANCOUVER BC V6C 0A3

****

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> END OF SEARCH <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :	ONCORP - DWPV - Taylor Handley
Reference :	Taylor Handley
Docket :	272349
Search ID :	769340
Date Processed :	5/8/2020 10:12:37 AM
Report Type :	PPSA Electronic Response
Search Conducted on :	FORTIFY RESOURCES INC.
Search Type :	Business Debtor

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: FORTIFY RESOURCES INC.

FILE CURRENCY: May 7, 2020

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

BC OnLine: PPRS SEARCH RESULT 2020/05/08
Lterm: XPSP0054 For: PH43818 DYE AND DURHAM CORPORATION 07:14:41

Index: BUSINESS DEBTOR

Search Criteria: FORTIFY RESOURCES INC.

No registered liens or encumbrances have been found on file
that match to the search criteria listed above.

****

Some, but not all, tax liens and other Crown claims are registered at the Personal Property Registry (PPR) and if registered, will be displayed on this search result. HOWEVER, it is possible that a particular chattel is subject to a Crown claim that is not registered at the PPR. Please consult the Miscellaneous Registrations Act, 1992 for more details. If you are concerned that a particular chattel may be subject to a Crown claim not registered at the PPR, please consult the agency administering the type of Crown claim.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> END OF SEARCH <<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

This is Exhibit "L" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nichalls

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8
Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2020/05/20 06:47:07 AM PDT

Dye & Durham Corporation
130 King Street West, Suite 501
Toronto, Ontario
M5X 1E4

Ref / Objet: 04771325

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Re: **Bank Act Security - Section 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

REFERENCE

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of British Columbia. As at the date and time above, our records indicate the following.

Your search for the company

VERT INFRASTRUCTURE LTD.

returns the following results:

Monsieur / Madame

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Colombie-Britannique. À la date et à l'heure indiquées ci-dessus.

Votre recherche pour la société

VERT INFRASTRUCTURE LTD.

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				

For Registrar / Pour le Régistraire

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	**Fee Tarif**	**GST/HST TPS/TVH**	**Qty Qté**	**TOTAL**	**Receipt No. Numéro du reçu**
(2)	$14.00	$0.30	1	$14.30	04771325 - R-R-SN-W
				$14.30	

GST-HST / TPS-TVH #: **713 901 494 RT0001**

Government of Canada | Gouvernement du Canada

Bankruptcy and Insolvency Records Search (BIA) search results | Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)

2020-05-20

Search Criteria | Critères de recherche :

Name | Nom = VERT INFRASTRUCTURE LTD., Name Type | Type de nom = Business | Entreprise

Reference | Référence :

A search of the Office of the Superintendent of Bankruptcy records has revealed no information, for the period 1978 to 2020-05-15, based on the search criteria above-mentioned.

Une recherche dans le registre du Bureau du surintendant des faillites n'a révélé aucune information pour la période allant de 1978 à 2020-05-15, selon les critères de recherche susmentionnés.

Canada

OSB • BSF Protecting the Integrity of the Insolvency System | Protéger l'intégrité du système d'insolvabilité

Supreme Court of British Columbia Search Report

Report Date: **May 20, 2020**

Search Date: **May 20, 2020**

Updated Search from:

1. For the purpose of this report, we have examined and/or searched the **Supreme Courts in British Columbia** for the following matters:

[X] **CIVIL REGISTRY Search**

Includes the following file type classifications: ***Bankruptcy, Caveat, Divorce, Enforcement Proceedings, Family Law Proceedings, Foreclosure, Motor Vehicle Accidents, Probate, Small Claims, Supreme Civil (General)***

Search Jurisdiction: **British Columbia**

Search **currency date**: **May 6, 2020**

Search period covered: **10+ years**

Conducted **in and only covers** this Municipal Jurisdiction.

*2 The **currency date** depends on the Courts frequency of data entry and records can be 2 to 3 weeks delayed..

2. Name Searched:

VERT INFRASTRUCTURE LTD.

3. Results:

Based upon the information provided by the client and subject to the terms and conditions indicated below, we report that:

[X] **CLEAR – No Records Found** for matters commenced by or against the above mentioned name(s) searched.

[ ] **Record(s) Found**. Please see the attached summary report.

[ ] **Similar matches found.** See section 4 for more information. Additional searches may be required to obtain details.

[ ] B.C. Supreme Court Screen Print(s) attached.

[ ] B.C. Supreme Court Case History printout(s) attached.

[ ] B.C. Copies of Supreme Court Appeal file(s) attached*

4. Comments:

Internal Reference **NK**

Acknowledgment and conditions of the search:

1. Based on a request from your office via facsimile, electronic mail or verbal instruction by you or an agent of your office as indicated above, Centro Legal Works Inc. ("Centro") has been authorized to conduct the search services indicated above. Centro makes every effort to ensure the accuracy of the information provided to clients. The information provided is non-certified unless otherwise indicated and/or requested. Centro makes no warranties, either expressed or implied, on the accuracy and completeness of the information provided by the various court office(s), government office(s), and State electronic or manual databases/indices due to many sources of potential error in the storage, maintenance, retrieval, or incorrect interpretation of the information supplied and therefore is not liable for any loss or damages. The services performed and information obtained and summarized in this report is done so as a service to the client and is not to be construed as a legal opinion.

2. The court record information available through Court Service Online is not the official court record. For confirmation of information contact the specific court registry.

3. The data is provided "as is" without warranty of any kind, either express or implied. The Province does not warrant the accuracy or the completeness of the data, nor will that Court Service function without error, failure or interruption. Please acknowledge that some data may suffer from inaccuracies, errors or omissions. Users of Court Service rely on the data at their own risk.

4. Every effort is made to ensure that the court record information is or remains consistent with statutory and court-ordered publication and disclosure bans. However the court record information attached is in no way a representation, express or implied, that the information conforms with publication and disclosure bans. As bans may be granted at any stage in the proceeding, the court record information will not include details of a ban granted in court on that day. It is the responsibility of persons using or relying on the court record information to personally check with the applicable court clerk or registry for bans and ensure that they comply with any bans on publication or disclosure. Publication or disclosure of information contrary to a court-ordered ban may result in legal action, including prosecution.

5. Alterations or modifications to this document are strictly prohibited.

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8
Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la *Loi sur les banques*.

2020/05/20 06:47:25 AM PDT

Dye & Durham Corporation
130 King Street West, Suite 501
Toronto, Ontario
M5X 1E4

Ref / Objet: 04771326

Tel/Tél: 1-416-964-2677
Fax/Télécopie: 1-416-923-1077
e-Mail/Courriel:

Acct#: 7129

Dear Sir / Madam

Re: **Bank Act Security - Section 427**

We have processed your request(s) and hereby confirm the following results: (*see below).

REFERENCE

(2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of British Columbia. As at the date and time above, our records indicate the following.

Your search for the company

CROP INFRASTRUCTURE CORP.

returns the following results:

Monsieur / Madame

Objet: **Garanties données en vertu de la *Loi sur les banques* - article 427**

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

REFERENCE

(2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la *Loi sur les banques* et qui sont enregistrés pour la province de: Colombie-Britannique. À la date et à l'heure indiquées ci-dessus.

Votre recherche pour la société

CROP INFRASTRUCTURE CORP.

révèle les résultats suivants:

Type	Registration Name Enregistrement au nom de	Address Adresse	Date	Number Numéro	Bank Banque
(2)	No matches were found / Aucune donnée correspondante au registre				

For Registrar / Pour le Régistraire

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les montants s'établissent comme suit:

Type	**Fee Tarif**	**GST/HST TPS/TVH**	**Qty Qté**	**TOTAL**	**Receipt No. Numéro du reçu**
(2)	$14.00	$0.30	1	$14.30	04771326 - R-R-SN-W
				$14.30	

GST-HST / TPS-TVH #: **713 901 494 RT0001**

Government of Canada | Gouvernement du Canada

Bankruptcy and Insolvency Records Search (BIA) search results | Résultats de la recherche dans le Registre des dossiers de faillite et d'insolvabilité (LFI)

2020-05-20

Search Criteria | Critères de recherche :

Name | Nom = CROP INFRASTRUCTURE CORP., Name Type | Type de nom = Business | Entreprise

Reference | Référence :

A search of the Office of the Superintendent of Bankruptcy records has revealed no information, for the period 1978 to 2020-05-15, based on the search criteria above-mentioned.

Une recherche dans le registre du Bureau du surintendant des faillites n'a révélé aucune information pour la période allant de 1978 à 2020-05-15, selon les critères de recherche susmentionnés.

Canada

OSB • BSF Protecting the Integrity of the Insolvency System / Protéger l'intégrité du système d'insolvabilité

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Search Jurisdiction: **British Columbia**

Search **currency date**: **May 6, 2020**

Search period covered: **10+ years**

Conducted **in and only covers** this Municipal Jurisdiction.

*2 The **currency date** depends on the Courts frequency of data entry and records can be 2 to 3 weeks delayed..

2. Name Searched:

CROP INFRASTRUCTURE CORP.

3. Results:

Based upon the information provided by the client and subject to the terms and conditions indicated below, we report that:

[ ] **CLEAR – No Records Found** for matters commenced by or against the above mentioned name(s) searched.

[X] **Record(s) Found**. Please see the attached summary report.

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4. Comments:

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5. Alterations or modifications to this document are strictly prohibited.

Supreme Court of British Columbia Search Report

Last Name, First Name *Style of Cause*	Classification of File	Court Location	File Number	Date File Opened	Date Last Updated
CROP INFRASTRUCTURE CROP. *CROP INFRASTRUCTURE CROP. v STOCKHOUSE PUBLISHING LTD.*	Supreme Supreme Civil (General)	Vancouver Law Courts	197237	27Jun2019	23Jul2019

This is Exhibit "M" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nichols

SUPPLEMENT TO PRODUCTION AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into this 9 day of September 2019 by and between:

CROP INFRASTRUCTURE CORP, a company duly incorporated under the laws of British Columbia with an office at 600-535 Howe Street, Vancouver BC Canada ("**CROP**")

AND

MYM NUTRACEUTICALS INC., a company duly incorporated under the laws of the Province of British Columbia with an office address at 250 – 1095 West Pender Street, Vancouver, BC Canada ("**MYM**", and together with CROP, the "**Parties**" and each a "**Party**")

WHEREAS:

a) The Parties, together with Elite Ventures Group, LLC, entered into a Production Agreement dated March 8, 2019 (the "**Production Agreement**"); and

b) Pursuant to the terms of the Production Agreement, MYM has provided the Funding to CROP in accordance with Sections 1.3 of the Production Agreement; and

c) The Parties wish to supplement the terms of the Production Agreement in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants stated herein, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by each of the Parties, the Parties hereby agree as follows:

1. Interpretation

1.1 Unless otherwise stated, capitalized terms used in this Agreement have the meaning given to them in the Production Agreement.

2. Obligations of MYM

2.1 Upon reasonable request from CROP, MYM will assist CORP with the assessment of the amount of biomass available on the Lands.

2.2 MYM will produce a written assessment including the results and methodology of such assessment and MYM will deliver such report to CROP as soon as practicably possible.

3. Obligations of CROP

3.1 On or about the day hereof, CROP will issue to MYM a promissory note (the "**Note**"), in the form attached hereto as Schedule A, in the amount of US$500,000 due on:

(a) March 31, 2020; and

(b) on demand upon the sale of any of CROP's assets or property other than in the ordinary course of business,

whichever comes first, as consideration the services of MYM hereunder.

3.2 Conditional upon payment of the Note pursuant to Section 3.1, MYM will pay CROP up to US$500,000 of the net revenues derived from MYM's sale, if any, of the MYM Products to which MYM is entitled pursuant to the terms of the Production Agreement.

4. Security

4.1 As general continuing security for the present and future indebtedness and liability of CROP to MYM under the Note, CROP shall execute and deliver or cause to be executed and delivered to the extent that it has not already done so, in favour of MYM, the following security documents all to be in the form satisfactory to MYM:

(a) general security agreement from CROP granting a security interest in all of its presently owned and after-acquired real and personal property, assets and undertaking of CROP in the form set out in Schedule B hereto, which security interest shall be second in priority only to the obligations of CROP listed under Schedule C hereto; and

(b) such other security documents as MYM may at any time reasonably request for the purposes of granting, protecting or ensuring such security in favour of MYM in all assets and property of CROP.

5. Confidentiality

5.1 The Parties will be subject to the same confidentiality provisions as those set out in Sections 6.1 and 6.2 of the Production Agreement.

5.2 Section 5.1 of this Agreement will survive for a period of two years as of the date hereof.

6. Enurement

6.1 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

7. Assignment and Subcontracting

7.1 Neither Party will, without the prior written approval of the others: assign, mortgage, charge or otherwise transfer or deal in, or create any trust over, any of its rights; or subcontract or otherwise delegate the whole or any part of its rights or obligations under this Agreement to another person.

8. Notices

8.1 Any notice under this Agreement will be in writing (which may include e-mail or other forms of electronic transmission) and may be serves by leaving it or sending it to the address of the other Party as specified on the signature page below, in a manner that ensures receipt of the notice can be proven.

9. Effect of Invalid or Unenforceable Provisions

9.1 If any provision of this Agreement in held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement will continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that (in the absence of the provision found to be null and void) the Parties would not have concluded this Agreement. The Parties will use all reasonable efforts to replace all provisions found to be null and void by provisions that are valid under the applicable law and come closes to their original intention.

10. Dispute Resolution Procedure

10.1 If a dispute arises out of this Agreement, the Parties will seek to resolve it on an amicable basis. They will consider the appointment of a mediator to assist in that resolution. No Party will commence legal or arbitration proceedings unless 30 days' notice has been given to the other Party.

10.2 Either Party may cause to be submitted to arbitration any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach, or termination thereof arising out of this Agreement or any breach or default hereunder by giving to the other Party notice to that effect. The arbitration will be conducted at the Commercial Arbitration Centre in Vancouver, British Columbia, Canada ("**BCICAC**") pursuant to the Rules of the BCICAC or such variation or modification as agreed to in writing among the Parties, and judgment upon any award rendered in such arbitration may be entered in any court having jurisdiction thereof. Neither Party will be precluded from bringing an action in any court of competent jurisdiction for injunctive or other provisional relief as necessary or appropriate.

11. Amendment

11.1 This Agreement may only be amended by a document executed by both parties to this Agreement.

12. Schedules

12.1 The Schedules and instruments supplementary to this Agreement are incorporated into this Agreement and form an integral part of this Agreement.

13. Counterparts

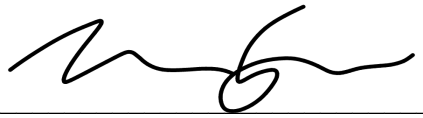
13.1 This Agreement may be executed in any number of facsimile or original counterparts, each of which will be deemed to be an original, but all of which together will be deemed to be one and the same document.

14. Entire Agreement

14.1 The provisions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter and replaces and supersedes all previous communications, representations and agreements (whether verbal or written) between the Parties, other than the Production Agreement except to the extent expressly contemplated herein, with respect to the subject matter hereof.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

CROP INFRASTRUCTURE CORP

Per: 

Authorized Signatory

Director & CEO

Print Name and Title

Address for Notice

E-mail for Notice

MYM NUTRACEUTICALS INC.

Per: 

Authorized Signatory

Elizabeth S. Liu, QC - EVP & Chief Legal Officer

Print Name and Title

250 - 1095 West Pender St. Vancouver, BC

Address for Notice

elizabeth.liu@mym.ca

E-mail for Notice

Schedule A
Promissory Note

RECITALS:

A. Crop Infrastructure Corp. ("**CROP**") and MYM Nutraceuticals Inc. ("**MYM**") are parties to a Supplement to Production Agreement (the "**Agreement**") dated September 9, 2019.

B. Pursuant to Section 3.1 the terms of the Agreement, CROP is required to issue to MYM a promissory note in the amount of US$500,000, payable by CROP to MYM and due on March 31, 2019 or on demand upon the sale of any of CROP's assets or property other than in the ordinary course of business, whichever comes first (the "**Payment**").

NOW THEREFORE, the CROP agrees and covenants with MYM that:

1. Unless as otherwise defined, initially capitalized terms have the meaning given to them in the Agreement.

2. CROP will pay MYM the Payment on the due date for such payment as set forth in Recital B above.

3. If the Payment is not made when required, MYM shall have the right to demand payment and exercise all remedies at law and under the Agreement to seek payment of such Payment.

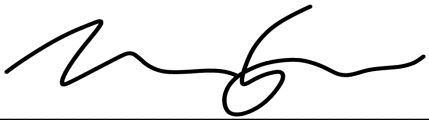
4. If the Payment is not made when required, interest will accrue on the outstanding amount remaining unpaid at the rate of 4% per annum, until paid in full.

5. CROP hereby waives presentment, protest and notice of dishonour and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.

6. The provisions of this Promissory Note shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

IN WITNESS WHEREOF this Promissory Note has been duly executed and delivered as of September 9, 2019.

CROP INFRASTRUCTURE CORP

Per: 

Authorized Signatory

Director & CEO

Print Name and Title

Schedule B
General Security Agreement

Crop Infrastructure Corp. (the "**Company**") mortgages and charges in favour of MYM Nutraceuticals Inc. (the "**Secured Party**"), and grants to the Secured Party a security interest in, all of the Company's present and after-acquired personal property, including all inventory, equipment and fixtures, all contracts, accounts and other intangibles, and all investment property, instruments, chattel paper, money and documents of title, and also all of the Company's present and after-acquired real property and other assets and undertaking, (collectively, the "**Charged Property**") to secure payment and performance of all present and future debts, liabilities and other obligations of the Company and Elite Ventures Group, LLC ("**Elite**") to the Secured Party owing under (a) the production agreement (the "**Production Agreement**") dated March 8, 2019 among the Company, the Secured Party and Elite; and (b) the supplement to the production agreement (the "**Supplement Agreement**") dated September 9, 2019 among the Company and the Secured Party (collectively, the "**Secured Obligations**").

The Company will not sell, lease or otherwise dispose of any Charged Property except that, until default, the Company may deal with inventory, accounts and money in the ordinary course of business. The Company will not allow any Charged Property to be situated outside of British Columbia. The Company will not allow the Company's chief executive office, main place of business or principal residence to be located outside of British Columbia, nor will the Company change its name or have any other form of name (except upon 10 days' prior written notice to the Secured Party).

The Company will be in default under this agreement if default is made in payment or performance of any of the Secured Obligations, or if there is a default under any document evidencing any of the Secured Obligations, or if the Secured Party in good faith believes that the prospect of payment or performance of any of the Secured Obligations is or is about to be impaired or that any of the Charged Property is or is about to be placed in jeopardy.

Upon a default hereunder, the Secured Party will have all the rights and remedies of a secured party under the British Columbia *Personal Property Security Act* and of a mortgagee at law or in equity and, in addition, will be entitled to declare payment and performance of all of the Secured Obligations to be immediately due, and will be entitled to appoint any legal person as receiver or receiver and manager (a "**Receiver**") of all or any part of the Charged Property. Any Receiver so appointed will have all the rights and remedies of the Secured Party (except the right to appoint a Receiver). Without limiting the rights and remedies referred to above, the Secured Party and any Receiver may, after default, use any or all of the Charged Property in the manner and to the extent it considers commercially reasonable, and may sell, lease or otherwise dispose of the same either for cash or in any manner involving deferred payment. Neither the Secured Party nor any Receiver will be obligated to take any necessary or other steps to preserve rights against others with respect to any securities, instruments or chattel paper now or hereafter in its possession.

The Company acknowledges receipt of a copy of this agreement and waives its right to receive copies of all financing statements, financing change statements and verification statements that may be filed or issued with respect to the security interests created hereby.

Dated: September 9, 2019

Crop Infrastructure Corp.

Per: _____

Authorized Signatory

Schedule C
First Ranking Obligations

CROP INFRASTRUCTURE CORP.		
1	Plaza Capital Advisors LLC	10% Senior Secured Convertible Debenture Units Security: Amended General Security Agreement constituting a charge and security interest in all of the personal property of the Company; and (b) an unlimited guarantee of certain U.S. based entities of which the Company holds an equity interest consisting of DVG LLC, Elite Ventures Group LLC, Humboldt Holdings, LLC, Ocean Green Management LLC, Wheeler Corridor Business Park LLC, and Wheeler Park Properties, LLC (each, a "Guarantor") and collaterally secured by security agreements issued by each Guarantor; (c) a pledge of equity interest from the Company relating to the equity interests of each of the Guarantors; and (d) a first priority deed of trust lien on the real property of the Guarantors located in California, Washington and Nevada. Principal: $4,000,000 Issued February 26, 2019 Maturity February 26, 2021
2	Plaza Capital Advisors LLC	10% Senior Subordinated Secured Convertible Debenture Units Security: Amended general security agreement constituting a charge and security interest in all of the personal property of the Company; and (b) an unlimited guarantee of certain U.S. based entities of which the Company holds an equity interest consisting of DVG LLC, Elite Ventures Group LLC, Humboldt Holdings, LLC, Ocean Green Management LLC, Wheeler Corridor Business Park LLC, and Wheeler Park Properties, LLC (each, a "Guarantor") and collaterally secured by security agreements issued by each Guarantor; (c) a pledge of equity interest from the Company relating to the equity interests of each of the Guarantors; and (d) a first priority deed of trust lien on the real property of the Guarantors located in California, Washington and Nevada Principal: $1,250,000 Issued June 14, 2019 Maturity June 14, 2020
WHEELER CORRIDOR & BUSINESS PARK LLC AND WHEELER PARK PROPERTIES LLC		
3	ChrisJen Enterprises	6.5% Promissory Note Security: Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing. A portion of the southwest quarter of Section 13, Township 19, Range 28 East, W.M., Grat County, Washington as described in the Deed of Trust Principal: $1,050,000 Issued: May 31, 2017 Maturity: December 31, 2019 Outstanding Principal: July 19, 2019 - $501,801

ELITE VENTURES GROUP LLC		
4	Lambertucci's Roma of Nevada and North Toponah Development Corp	6 % Secured Promissory Note Security: Deed of Trust on property located in Tonopah, Nevada 89049-1520 being Assessors Parcel Number 06-531-16 consisting of approximately 843 acres Principal: $3,414,150 Issued _____, 20__ Maturity _____, 20__. Monthly Payment Amortization: 20 years with a three (3) year balloon payment
HUMBOLT HOLDINGS LLC		
5	Tony Frink & Yager Creek Farm LLC	8% Secured Note Principal: $1,050,000 Issued November 9, 2017 Maturity December 19, 2019 Security: 116 Creekside Lane Carlotta, Ca, 95528 Principal Outstanding: $350,000 Final Balloon Payment of $350,000 plus interest due Dec 19, 2019
CROP INFRASTRUCTURE CORP.		
6	MYM Nutraceuticals Inc.	Senior Secured Promissory Note Principal: $500,000 Issued September 9, 2019 Maturity March 31, 2020
7	Abaca Investments USA, LLC	Senior Secured Promissory Note Principal: $1,000,000 Issued September 9, 2019 Maturity March 31, 2020

END OF DOCUMENT

SUPPLEMENT TO PRODUCTION AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into this ___ day of September, 2019 by and between:

CROP INFRASTRUCTURE CORP, a company duly incorporated under the laws of British Columbia with an office at 600-535 Howe Street, Vancouver BC Canada ("**CROP**")

AND

ABACA INVESTMENTS USA, LLC., a company duly incorporated under the laws of the State of Florida with an office address at 11 S. Swinton Ave Delray Beach, Florida 33444 V7S1P3 ("**ABACA**", and together with CROP, the "**Parties**" and each a "**Party**")

WHEREAS:

a) The Parties, together with Elite Ventures Group, LLC, entered into a Production Agreement dated April 11, 2019 (the "**Production Agreement**"); and

b) Pursuant to the terms of the Production Agreement, ABACA has provided the Funding to CROP in accordance with Sections 1.3 of the Production Agreement; and

c) The Parties wish to supplement the terms of the Production Agreement in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants stated herein, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by each of the Parties, the Partied hereby agree as follows:

1. Interpretation

1.1 Unless otherwise stated, capitalized terms used in this Agreement have the meaning given to them in the Production Agreement.

2. Obligations of ABACA

2.1 Upon reasonable request from CROP, ABACA will assist CORP with the assessment of the amount of biomass available on the Lands.

2.2 ABACA will produce a written assessment including the results and methodology of such assessment and ABACA will deliver such report to CROP as soon as practicably possible.

3. Obligations of CROP

3.1 On or about the day hereof, CROP will issue to ABACA a promissory note in the amount of US$1,000,000 due December 31, 2019 as consideration the services of ABACA hereunder (the "**Note**"), in the form attached hereto as Schedule A.

3.2 Conditional upon payment of the Note pursuant to Section 3.1, ABACA will pay CROP up to US$1,000,000 of the net revenues derived from ABACA's sales of 50% of the ABACA Products, if any.

4. Security

4.1 As general continuing security for the present and future indebtedness and liability of CROP to ABACA under the Note, CROP shall execute and deliver or cause to be executed and delivered to the extent that it has not already done so, in favour of ABACA, the following security documents all to be in the form satisfactory to ABACA:

(a) general security agreement from CROP granting a security interest in all of its presently owned and after-acquired real and personal property, assets and undertaking of CROP in the form set out in Schedule B hereto, which security interest shall be relegated in priority only to the obligations of CROP listed under Schedule C hereto; and

(b) such other security documents as ABACA may at any time reasonably request for the purposes of granting, protecting or ensuring such security in favour of ABACA in all assets and property of CROP.

5. Confidentiality

5.1 The Parties will be subject to the same confidentiality provisions as those set out in Sections 6.1 and 6.2 of the Production Agreement.

5.2 Section 5.1 of this Agreement will survive for a period of two years as of the date hereof.

6. Enurement

6.1 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

7. Assignment and Subcontracting

7.1 Neither Party will, without the prior written approval of the others: assign, mortgage, charge or otherwise transfer or deal in, or create any trust over, any of its rights; or subcontract or otherwise delegate the whole or any part of its rights or obligations under this Agreement to another person.

8. Notices

8.1 Any notice under this Agreement will be in writing (which may include e-mail or other forms of electronic transmission) and may be serves by leaving it or sending it to the address of the other Party as specified on the signature page below, in a manner that ensures receipt of the notice can be proven.

9. Effect of Invalid or Unenforceable Provisions

9.1 If any provision of this Agreement in held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement will continue to be valid as to its other provisions and the remainder of the affected provision, unless it can be concluded from the circumstances that (in the absence of the provision found to be null and void) the Parties would not have concluded this Agreement. The Parties will use all reasonable efforts to replace all provisions found to be null and void by provisions that are valid under the applicable law and come closes to their original intention.

10. Dispute Resolution Procedure

10.1 If a dispute arises out of this Agreement, the Parties will seek to resolve it on an amicable basis. They will consider the appointment of a mediator to assist in that resolution. No Party will commence legal or arbitration proceedings unless 30 days' notice has been given to the other Party.

10.2 Either Party may cause to be submitted to arbitration any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach, or termination thereof arising out of this Agreement or any breach or default hereunder by giving to the other Party notice to that effect. The arbitration will be conducted at the Commercial Arbitration Centre in Vancouver, British Columbia, Canada ("**BCICAC**") pursuant to the Rules of the BCICAC or such variation or modification as agreed to in writing among the Parties, and judgment upon any award rendered in such arbitration may be entered in any court having jurisdiction thereof. Neither Party will be precluded from bringing an action in any court of competent jurisdiction for injunctive or other provisional relief as necessary or appropriate.

11. Amendment

11.1 This Agreement may only be amended by a document executed by both parties to this Agreement.

12. Schedules

12.1 The Schedules and instruments supplementary to this Agreement are incorporated into this Agreement and form an integral part of this Agreement.

13. Counterparts

13.1 This Agreement may be executed in any number of facsimile or original counterparts, each of which will be deemed to be an original, but all of which together will be deemed to be one and the same document.

14. Entire Agreement

14.1 The provisions contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter and replaces and supersedes all previous communications, representations and agreements (whether verbal or written) between the Parties, other than the Production Agreement except to the extent expressly contemplated herein, with respect to the subject matter hereof.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

CROP INFRASTRUCTURE CORP

Per:

_____
Authorized Signatory

_____
Print Name and Title

_____
Address for Notice

_____
E-mail for Notice

ABACA NUTRACEUTICALS INC.

Per:

_____
Authorized Signatory

_____
Print Name and Title

_____
Address for Notice

_____
E-mail for Notice

Schedule A
Promissory Note

RECITALS:

A. Crop Infrastructure Corp. ("**CROP**") and Abaca Investments USA, LLC ("**ABACA**") are parties to a Supplement to Production Agreement (the "**Agreement**") dated September ____, 2019.

B. Pursuant to Section 3.1 the terms of the Agreement, CROP is required to issue to ABACA a promissory note in the amount of US$1,000,000, payable by CROP to ABACA and due on December 31, 2019 (the "**Payment**").

NOW THEREFORE, the CROP agrees and covenants with ABACA that:

1. Unless as otherwise defined, initially capitalized terms have the meaning given to them in the Agreement.

2. CROP will pay ABACA the Payment on the due date for such payment as set forth in Recital B above.

3. If the Payment is not made when required, ABACA shall have the right to demand payment and exercise all remedies at law and under the Agreement to seek payment of such Payment.

4. If the Payment is not made when required, interest will accrue on the outstanding amount remaining unpaid at the rate of 4% per annum, until paid in full.

5. CROP hereby waives presentment, protest and notice of dishonour and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.

6. The provisions of this Promissory Note shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

IN WITNESS WHEREOF this Promissory Note has been duly executed and delivered as of September ___, 2019.

CROP INFRASTRUCTURE CORP

Per:

_____
Authorized Signatory

_____
Print Name and Title

Schedule B
General Security Agreement

Crop Infrastructure Corp. (the "**Company**") mortgages and charges in favour of Abaca Investments USA, LLC (the "**Secured Party**"), and grants to the Secured Party a security interest in, all of the Company's present and after-acquired personal property, including all inventory, equipment and fixtures, all contracts, accounts and other intangibles, and all investment property, instruments, chattel paper, money and documents of title, and also all of the Company's present and after-acquired real property and other assets and undertaking, (collectively, the "**Charged Property**") to secure payment and performance of all present and future debts, liabilities and other obligations of the Company and Elite Ventures Group, LLC ("**Elite**") to the Secured Party owing under (a) the production agreement (the "**Production Agreement**") dated March 8, 2019 among the Company, the Secured Party and Elite; and (b) the supplement to the production agreement (the "**Supplement Agreement**") dated September ____, 2019 among the Company and the Secured Party (collectively, the "**Secured Obligations**").

The Company will not sell, lease or otherwise dispose of any Charged Property except that, until default, the Company may deal with inventory, accounts and money in the ordinary course of business. The Company will not allow any Charged Property to be situated outside of British Columbia. The Company will not allow the Company's chief executive office, main place of business or principal residence to be located outside of British Columbia, nor will the Company change its name or have any other form of name (except upon 10 days' prior written notice to the Secured Party).

The Company will be in default under this agreement if default is made in payment or performance of any of the Secured Obligations, or if there is a default under any document evidencing any of the Secured Obligations, or if the Secured Party in good faith believes that the prospect of payment or performance of any of the Secured Obligations is or is about to be impaired or that any of the Charged Property is or is about to be placed in jeopardy.

Upon a default hereunder, the Secured Party will have all the rights and remedies of a secured party under the British Columbia *Personal Property Security Act* and of a mortgagee at law or in equity and, in addition, will be entitled to declare payment and performance of all of the Secured Obligations to be immediately due, and will be entitled to appoint any legal person as receiver or receiver and manager (a "**Receiver**") of all or any part of the Charged Property. Any Receiver so appointed will have all the rights and remedies of the Secured Party (except the right to appoint a Receiver). Without limiting the rights and remedies referred to above, the Secured Party and any Receiver may, after default, use any or all of the Charged Property in the manner and to the extent it considers commercially reasonable, and may sell, lease or otherwise dispose of the same either for cash or in any manner involving deferred payment. Neither the Secured Party nor any Receiver will be obligated to take any necessary or other steps to preserve rights against others with respect to any securities, instruments or chattel paper now or hereafter in its possession.

The Company acknowledges receipt of a copy of this agreement and waives its right to receive copies of all financing statements, financing change statements and verification statements that may be filed or issued with respect to the security interests created hereby.

Dated: _____, 2019

Crop Infrastructure Corp.

Per: _____

Authorized Signatory

Schedule C
Priority Ranking Obligations

[NTD. To be provided.]

This is Exhibit "N" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

VERT INFRASTRUCTURE LTD.
(Formerly Crop Infrastructure Corp.)

Condensed Consolidated Interim Financial Statements

For the Nine Months Period Ended November 30, 2019 and 2018

(Unaudited – Prepared by Management)

(Expressed in Canadian Dollars)

Notice of no Auditor Review of Interim Financial Statements

Under National Instrument 51-102, Part 4, subsection 4.3(3)(a), if an auditor has not performed a review of the condensed consolidated interim financial statements, they must be accompanied by a notice indicating that the condensed consolidated interim financial statements have not been reviewed by an auditor.

The accompanying unaudited condensed consolidated interim financial statements of the Company have been prepared by and are the responsibility of the Company's management.

The Company's independent auditor has not performed a review of these condensed consolidated interim consolidated financial statements in accordance with standards established by the Chartered Professional Accountants of Canada for a review of interim financial statements by an entity's auditor.

Vert Infrastructure Ltd. (formerly Crop Infrastructure Corp.)
Condensed Consolidated Interim Statements of Financial Position
(Expressed in Canadian Dollars)
(Unaudited)

	Note	November 30, 2019	February 28, 2019
		$	$
ASSETS			
Current Assets			
Cash		1,796	5,661,994
Amounts receivable		256,366	191,043
Prepaid expenses		20,731	487,083
Advances	8	64,785	64,785
		343,678	6,404,905
Amounts due from associates	4	24,336,537	15,282,924
Intangible assets	5	527,779	777,778
Investments		1,000,000	1,000,000
Investments in associates	4	977,316	979,340
		27,185,310	**24,444,947**
LIABILITIES AND SHAREHOLDERS' EQUITY			
LIABILITIES			
Current Liability			
Accounts payable and accrued liabilities		1,031,426	120,024
Short-term loans	11	309,900	-
Convertible debentures	6	4,650,884	3,412,964
		5,992,210	3,532,988
SHAREHOLDERS' EQUITY			
Share capital	7	40,034,713	33,954,197
Subscriptions received		54,042	14,042
Contributed surplus	7	3,521,783	2,987,237
Deficit		(22,417,438)	(16,043,517)
		21,193,100	20,911,959
		27,185,310	**24,444,947**

Nature and continuance of operations (Note 1)
Commitments (Note 12)
Subsequent events (Note 13)

These condensed consolidated interim financial statements were authorized for issue by the Board of Directors on January 24, 2020.

Approved on behalf of the Board by:

"Arif Merali" , Director *"Victoria Bostic"* , Director

Vert Infrastructure Ltd. (formerly Crop Infrastructure Corp.)
Condensed Consolidated Interim Statements of Comprehensive Loss
(Expressed in Canadian Dollars)
(Unaudited)

	Three Month Ended November 30, 2019	Three Month Ended November 30, 2018	Nine Month Ended November 30, 2019 (Note 2)	Nine Month Ended November 30, 2018 (Note 2)
	$	$	$	$
Expenses				
Advertising and promotion	55,000	2,418,783	1,882,501	4,547,967
Amortization	83,333	-	249,999	-
Accretion and interest expense	284,720	-	714,319	-
Consulting fees	443,066	237,264	806,557	1,196,818
General and administration	115,913	80,975	314,859	185,189
Insurance	-	-	-	66,500
Professional fees	125,575	138,948	346,525	2,181,952
Share-based compensation	52,288	2,143,811	2,033,406	5,136,330
Transfer agent	31,314	10,773	52,159	30,943
Travel	-	43,653	15,558	76,847
	1,191,209	5,074,206	6,415,883	13,422,546
Loss before other expenses	(1,191,209)	(5,074,206)	(6,415,883)	(13,422,546)
Other income (expenses)				
Share of income (loss) from investment in associate	130	-	(2,024)	-
Listing expense (Note 2)	-	-	-	(896,346)
	130	-	(2,024)	(896,346)
Loss before income taxes	(1,191,079)	(5,074,206)	(6,417,907)	(14,318,892)
Income tax recovery	-	-	98,761	-
Net loss and comprehensive loss	(1,191,079)	(5,074,206)	(6,319,146)	(14,318,892)
Basic and diluted loss per common share	(0.10)	(0.66)	(0.57)	(2.27)
Weighted average number of common shares outstanding	11,399,794	7,666,163	11,059,477	6,308,667

Vert Infrastructure Ltd. (formerly Crop Infrastructure Corp.)
Condensed Consolidated Interim Statements of Changes in Equity
(Expressed in Canadian Dollars)
(Unaudited)

	Number of Common shares (Note 2)	Share capital (Note 2)	Subscriptions received	Contributed surplus	Deficit	Total
		$	$	$	$	$
Balance, February 28, 2018	4,359,680	5,039,620	90,619	-	(758,932)	4,371,307
Shares issued to DVI shareholders	201,813	302,719	-	537,825	-	840,544
Shares issued for cash, net	1,163,706	6,005,197	(90,619)	14,173	-	5,928,751
Finders warrants issued	-	(377,655)	-	377,655	-	-
Stock option exercised	1,264,800	8,156,647	-	(2,825,647)	-	5,331,000
Warrants exercised	1,065,001	4,760,181	-	(613,382)	-	4,146,799
Shares issued for services	636,697	3,047,200	-	446,554	-	3,493,754
Share-based compensation	-	-	-	4,939,776	-	4,939,776
Subscription Received	-	-	14,542	-	-	14,542
Loss for the period	-	-	-	-	(14,318,892)	(14,318,892)
Balance, November 30, 2018	8,691,697	26,933,909	14,542	2,876,954	(15,077,824)	14,747,581
Balance, February 28, 2019	10,277,249	33,954,197	14,042	2,987,237	(16,043,517)	20,911,959
Exercise of stock options	1,006,933	5,418,650	40,000	(1,498,860)	-	3,959,790
Shares issued for services	135,743	610,841	-	-	-	610,841
Warrant exercised	26,167	51,025	-	-	-	51,025
Issuance of convertible debt	-	-	-	-	(54,775)	(54,775)
Share-based compensation	-	-	-	2,033,406	-	2,033,406
Comprehensive loss	-	-	-	-	(6,319,146)	(6,319,146)
Balance, November 30, 2019	**11,466,092**	**40,034,713**	**54,042**	**3,521,783**	**(22,417,438)**	**21,193,100**

(Expressed in Canadian Dollars)

	Nine month period ended November 30, 2019	Nine month period ended November 30, 2018
	$	$
Operating activities		
Net loss	(6,139,146)	(14,318,892)
Items not involving cash:		
Amortization expense	249,999	-
Deferred income tax recovery	(98,761)	
Interest and accretion expense	353,704	-
Listing expense	-	896,346
Share of loss from investment in associate	2,024	-
Shares issued for services	610,841	3,297,200
Stock-based compensation	2,033,406	5,136,330
Changes in non-cash working capital balances:		
Amounts receivable	(62,823)	(248,378)
Prepaid expenses	446,352	(833,333)
Due to related party	-	(20,287)
Accounts payable and accrued liabilities	911,402	-
	(1,853,002)	(6,091,014)
Investing activities		
Cash in Crop Upon acquisition	-	5,683
Amounts due from associates	(9,053,613)	-
	(9,053,613)	5,683
Financing activities		
Exercise of stock options	3,919,790	5,331,000
Exercise of warrants	51,025	4,146,799
Shares issued for cash, net of issuance costs	-	5,928,751
Proceeds from convertible debt, net	925,702	-
Loans advance	309,900	300,000
Loan repayment	-	(300,000)
Loans and advances	-	(8,708,546)
Subscriptions received	40,000	14,542
	5,246,417	6,712,546
Increase (Decrease) in cash	(5,660,198)	627,215
Cash, beginning	5,661,994	490,677
Cash, ending	**1,796**	**1,117,892**
SUPPLEMENTAL CASH FLOW INFORMATION:		
Interest paid	-	30,000
Income taxes paid	-	-

NON-CASH TRANSACTIONS (See Note 8)

1. NATURE AND CONTINUANCE OF OPERATIONS

Crop Infrastructure Corp. ("Crop") was incorporated on August 31, 2011, under the British Columbia Business Corporations Act. On January 15, 2020, the Crop changed its name Vert Infrastructure Ltd. ("Vert" or the "Company") and effected a change in directors, management and business. The listing symbol also changed from "CROP" to "VVV". The Company's head office is located at Suite 600, 535 Howe Street, Vancouver, V6C 2Z4. The Company is listed on the Canadian Securities Exchange ("CSE").

On March 2, 2018, the Company completed a transaction pursuant to a business combination agreement dated November 3, 2017 with DV Infrastructure Corp. ("DVI"). The Company acquired all of the issued and outstanding common shares of DVI. The transaction resulted in a reverse takeover of the Company by the shareholders of the DVI. The Company intends to continue on with the business of DVI, with DVI as the Company's wholly-owned operating subsidiary. The historical operations, assets and liabilities of DVI are included in the February 28, 2018 condensed consolidated interim financial statements, and the comparative figures are those of DVI, which is deemed to be the continuing entity for financial reporting purposes.

On January 15, 2020, the Company completed a share consolidation on the basis of fifteen pre-consolidation common shares for each post consolidation common share. As a result, all share amounts presented in these condensed consolidated interim financial statements have been retroactively restated.

The Company is engaged in the business of investing, constructing, owning and leasing mega greenhouse projects to licensed cannabis producers through its investments.

These condensed consolidated interim financial statements have been prepared on the going concern basis, which assumes that the Company will be able to realize its assets and discharge its liabilities in the normal course of business. The Company has incurred losses since its inception and has an accumulated deficit of $22,417,438 as at November 30, 2019. In addition, the Company has no sources of revenue and does not generate cash flows from operating activities. The Company is currently subject to risks and uncertainties common to entities operating in the cannabis industry, including legal and regulatory challenges, technological change, potential infringement on intellectual property of and by third parties, new product development, regulatory approval and market acceptance of its products, activities of competitors and its limited operating history. These factors give rise to a material uncertainty which casts significant doubt upon the Company's ability to continue as a going concern. The condensed consolidated interim financial statements do not include any adjustments that might result from the outcome of this uncertainty.

2. REVERSE MERGER AND LISTING EXPENSE

On March 2, 2018, Crop acquired 100% ownership of DVI by acquiring all of the issued and outstanding shares of DVI from the shareholders of DVI. For accounting purposes, the acquisition is considered to be outside the scope of IFRS 3 *Business Combinations* ("IFRS 3") since Crop did not constitute a business. As a result, the acquisition is accounted for in accordance with IFRS 2 *Share-based Payment* whereby DVI is deemed to have issued shares and warrants in exchange for the net assets of Crop together with its listing status at the fair value of the consideration deemed received by Crop's shareholders. The accounting for this transaction resulted in the following:

(i) The condensed consolidated interim financial statements of the combined entities are issued under the legal parent, Crop, but are considered a continuation of the financial statements, assets and operations of the legal subsidiary, DVI.

(ii) Since DVI is deemed to be the continuing entity for accounting purposes, its assets and liabilities are included in the condensed consolidated interim financial statements at their historical carrying values.

(iii) As part of the completion of the acquisition, the former shareholders of Crop retained 201,813 common shares of the Company and 115,616 warrants exercisable at $1.80.

(iv) DVI completed a brokered private placement of 3,359,680 units at $1.50 per unit for gross proceeds of $5,039,520. Each full warrant will entitle the holder to purchase an additional common share at the price of $3.00 per share for a period of 24 months from the closing date of the private placement. Should the Company's share price trade at $6.00 per share or above for 5 consecutive trading days then the Company will have the option to give notice to the warrant holders to accelerate the exercise of the warrants within 10 days or the warrants will expire. In connection with the private placement, DVI has committed to the issuance of 86,233 units to certain brokers and finders ("Finders") on the same terms as the private placement upon the closing of the private placement.

The common shares of DVI issued pursuant to the concurrent financing and the Finders' common shares were exchanged for common shares of the Company in connection with the acquisition.

Since the share and share-based consideration allocated to the former shareholders of Crop on closing the acquisition is considered within the scope of IFRS 2, and the Company cannot identify specifically some or all of the goods or service received in return for the allocation of the shares and warrants, the value in excess of the net identifiable assets or obligations of Crop acquired on closing was expensed in the consolidated statement of comprehensive loss as listing expense.

(Expressed in Canadian Dollars)

2. REVERSE MERGER AND LISTING EXPENSE (continued)

The share-based compensation in the amount of $409,482 included in the listing cost is comprised of the fair value of shares and warrants of the Company retained by the former shareholders of Crop, which consists of $302,719, representing the fair value of the 201,813 common shares deemed issued and $106,763 representing the fair value of the warrants. The fair value of the warrants was based on an application of the Black-Scholes option pricing model, using the following assumptions: a share price of $1.50 per share, an average volatility of 130%, an average annual risk-free interest rate of 1.75%, no dividends or forfeiture, and expected remaining useful lives of 2.16.

The fair value of all the consideration given up and charged to listing expense was comprised of:

	$
Deemed issuance of 201,813 common shares	302,719
Deemed granted 35,855 Warrants	106,763
	409,482
Identifiable net assets of Crop assumed:	
Cash	5,683
Other assets	7,599
Liabilities	(69,084)
Net liabilities	(55,802)
Listing expense	465,284

3. SIGNIFICANT ACCOUNTING POLICIES

Statement of Compliance

The condensed consolidated interim financial statements have been prepared in accordance with International Accounting Standard 34, “Interim Financial Reporting” (“IAS 34”), as issued by the International Accounting Standards Board (“IASB”) and therefore, do not contain all disclosures required by International Financial Report Standards ("IFRS") for annual financial statements. Accordingly, these condensed consolidated interim financial statements should be read in conjunction with the Company’s most recently prepared audited annual financial statements for the year ended February 28, 2019.

The policies applied in these condensed consolidated interim financial statements are consistent with the policies disclosed in Note 2 of the audited annual financial statements for the year ended February 28, 2019.

The condensed consolidated interim financial statements were authorized for issue by the Board of Directors on January 24, 2020.

Basis of Presentation and Consolidation

These condensed consolidated interim financial statements were prepared on a historical cost basis, except for financial instruments classified as fair value through profit or loss. In addition, these condensed consolidated interim financial statements have been prepared using the accrual basis of accounting, except for cash flow information. For the period ended November 30, 2019, the condensed consolidated interim financial statements include the following entities:

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of Presentation and Consolidation (continued)

Entity	Country	Relationship	Functional currency
Vert Infrastructure Ltd.	Canada	Parent	Canadian dollar
DV Infrastructure Corp.	Canada	Subsidiary	Canadian dollar

Subsidiaries are entities that the Company controls directly. Control is defined as the exposure, or rights, or variable returns from involvement with an investee and the ability to affect those returns through power over the investee. Power over an investee exists when the Company has existing rights and the ability to direct the activities that significantly affect the investee's returns. This control is generally evidenced through owning more than 50% of the voting rights or currently exercisable potential voting rights of a company's share capital, however where power over an investee exists through owning less than 50% of the voting shares or currently exercisable potential voting rights, evidence of control is deemed to be present. All inter-company balances and transactions, including unrealized profits and losses arising from intra-group transactions, have been eliminated upon consolidation. Where necessary, adjustments are made to the results of the subsidiaries and entities to bring their accounting policies in line with those used by the Company. All significant inter-company balances and transactions have been eliminated on consolidation.

Significant accounting judgments and estimates

The preparation of condensed consolidated interim financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that are based on historical experience and various other factors that are believed to be reasonable under the circumstances, the results of which affect the application of accounting policies and the reported amounts of assets, liabilities and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised and in any future periods affected. The determination of listing expense, valuation of shares and warrants deemed issued in connection with the reversed acquisition as described in Note 2, discount rate applied to estimate the fair value of liability portion of convertible debentures, and the assumptions and models used for estimating fair value for share-based payment transactions constituted significant areas of estimates.

Critical judgements in applying accounting policies that have the most significant effect on the amounts recognized in the condensed consolidated interim financial statements include the following:

- the determination of whether or not an investment is considered a joint arrangement or an investment in associates
- the determination if whether an acquisition is a business combination or an asset acquisition
- the determination of deferred income tax assets and liabilities
- the evaluation of the Company's ability to continue as a going concern

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and cash equivalents
Cash and cash equivalents are comprised of cash in banks, and all short-term investments that are highly liquid in nature, cashable, and have an original maturity date of one year or less.

Deferred finance costs
Professional, consulting and regulatory fees as well as other costs directly attributable to financing transactions are reported as deferred financing costs until the transactions are completed, if the completion of the transaction is considered to be probable. Share issuance costs are charged to share capital when the related shares are issued. Costs relating to financing transactions that are not completed, or for which successful completion is considered unlikely, are charged to operations.

Shared-based payments
The fair value of the options is measured at grant date, using the Black-Scholes option pricing model, and is recognized over the year that the employees earn the options. The fair value is recognized as an expense with a corresponding increase in equity. The amount recognized as expense is adjusted to reflect the number of share options expected to vest.

Income taxes
Deferred income tax assets and liabilities are recognized for deferred income tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred income tax assets and liabilities are measured using the enacted or substantively enacted tax rates expected to apply when the asset is realized or the liability settled. The effect on deferred income tax assets and liabilities of a change in tax rates is recognized in income in the period that substantive enactment occurs. To the extent that the Company does not consider it probable that a deferred income tax asset will be recovered, the deferred income tax asset is not recognized. Deferred income tax assets and liabilities are offset only if a legally enforceable right exists to offset current tax assets against liabilities and the deferred tax assets and liabilities relate to income taxes levied by the same taxation authority on the same taxable entity.

Provisions
Provisions are recorded when a present legal or constructive obligation exists as a result of past events where it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount can be made. If the effect is material, provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and, where appropriate, the risks specific to the liability.

Earnings (loss) per share
Basic earnings (loss) per share is computed by dividing the net earnings (loss) available to common shareholders by the weighted average number of shares outstanding during the reporting period. Diluted earnings (loss) per share is computed similar to basic earnings (loss) per share except that the weighted average share outstanding are increased to include additional shares for the assumed exercise of stock options and warrants, if dilutive. The number of additional shares is calculated by assuming that outstanding stock options and warrants were exercised and that the proceeds from such exercises were used to acquire common stock at the average market price during the reporting periods.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial instruments

(i) Financial assets - Classification

The Company classifies its financial assets in the following categories:

- Those to be measured subsequently at fair value (either through Other Comprehensive Income ("OCI"), or through profit or loss), and
- Those to be measured at amortized cost.

The classification depends on the Company's business model for managing the financial assets and the contractual terms of the cash flows. For assets measured at fair value, gains and losses are either recorded in profit or loss or OCI.

(ii) Fair value hierarchy

The following table summarizes the fair value hierarchy under which the Company's financial instruments are valued.

Level 1 - Unadjusted quoted prices in active markets for identical assets or liabilities;
Level 2 - Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly; and
Level 3 - Inputs for the asset or liability that are not based upon observable market data.

Cash is carried at fair value using a level 1 fair value measurement. The carrying value of cash and accounts payable approximate to their fair value because of the short-term nature of the instruments.

Fair value estimates of financial instruments are made at a specific point in time, based on relevant information about financial markets and specific financial instruments. As these estimates are subjective in nature, involving uncertainties and matters of significant judgment, they cannot be determined with precision. Changes in assumptions can significantly affect estimated fair values.

(iii) Financial assets - Measurement

At initial recognition, the Company measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss ("FVTPL"), transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at FVTPL are expensed in profit or loss. Financial assets are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial instruments (continued)

(iii) Financial assets – Measurement (continued)

Subsequent measurement of financial assets depends on their classification. There are three measurement categories under which the Company classifies its debt instruments:

- Amortized cost: Assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortized cost. A gain or loss on a debt investment that is subsequently measured at amortized cost is recognized in profit or loss when the asset is derecognized or impaired. Interest income from these financial assets is included as finance income using the effective interest rate method.

- Fair value through OCI ("FVOCI"): Assets that are held for collection of contractual cash flows and for selling the financial assets, where the assets' cash flows represent solely payments of principal and interest, are measured at FVOCI. Movements in the carrying amount are taken through OCI, except for the recognition of impairment gains and losses, interest revenue, and foreign exchange gains and losses which are recognized in profit or loss. When the financial asset is derecognized, the cumulative gain or loss previously recognized in OCI is reclassified from equity to profit or loss and recognized in other gains (losses). Interest income from these financial assets is included as finance income using the effective interest rate method.

- Fair value through profit or loss: Assets that do not meet the criteria for amortized cost or FVOCI are measured at FVTPL. A gain or loss on an investment that is subsequently measured at FVTPL is recognized in profit or loss and presented net as revenue in the Consolidated Statement of Comprehensive Loss in the period in which it arises.

The Company has classified its cash, advances, amounts due from associates and investments as FVTPL.

(iv) Financial liabilities

The Company classifies its financial liabilities into the following categories:
- FVTPL; and
- Amortized cost.

A financial liability is classified as at FVTPL if it is classified as held-for-trading or is designated as such on initial recognition. Directly attributable transaction costs are recognized in profit or loss as incurred. The fair value changes to financial liabilities at FVTPL are presented as follows:

- the amount of change in the fair value that is attributable to changes in the credit risk of the liability is presented in OCI; and
- the remaining amount of the change in the fair value is presented in profit or loss.

Other non-derivative financial liabilities are initially measured at fair value less any directly attributable transaction costs. Subsequent to initial recognition, these liabilities are measured at amortized cost using the effective interest method.

The Company has classified its accounts payable, short-term loans and convertible debentures as amortized cost.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Intangible assets

Intangible assets consist of distribution rights acquired by the Company. Acquired intangible assets are recorded at cost less accumulated amortization and impairment. Intangible assets with indefinite lives are not amortized but are reviewed annually for impairment. Any impairment of intangible assets is recognized in the statement of operation and comprehensive loss but increases in intangible asset values are not recognized. As at November 30, 2019, the Company does not have any indefinite lived intangible assets.

Estimated useful lives of intangible assets are shorter of the economic life and the period the right is legally enforceable. The assets' useful lives are reviewed, and adjusted if appropriate, at each statement of financial position date.

At each financial position reporting date, the carrying amounts of the Company's long-lived assets, including property and equipment and intangible assets, are reviewed to determine whether there is any indication that those assets are impaired. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment, if any. Where the asset does not generate cash flows that are independent from other assets, the Company estimates the recoverable amount of the Cash Generating Unit ("CGU") to which the asset belongs.

Impairment

(i) Non-financial assets

The carrying amounts of the Company's non-financial assets are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the assets' recoverable amount is estimated.

For the purpose of impairment testing, assets are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or group of assets.

An impairment loss is recognized if the carrying amount of a CGU exceeds its estimated recoverable amount. The recoverable amount of an asset or a CGU is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cost flows are discounted to their present value using a pre-tax discount rate that reflects current market assessment of the time value of money and the risks specific to the assets. Impairment losses are recognized in net income (loss).

Impairment losses recognized in prior years are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation, if no impairment loss has been recognized.

3. SIGNIFICANT ACCOUNTING POLICIES (continued)

Impairment (continued)

(ii) Financial assets

A financial asset not carried at fair value through profit or loss is assessed at each reporting date to determine whether there is objective evidence that it is impaired. A financial asset is impaired if objective evidence indicates that a loss event has occurred after the initial recognition of the asset, and that the loss event had a negative effect on the estimated future cash flows of that asset that can be estimated reliably.

An impairment loss in respect of a financial asset measured at amortized cost is calculated as the difference between its carrying amount and the present value of the estimated future cash flows discounted at the asset's original effective interest rate. Losses are recognized in net income (loss) and reflected in an allowance account against receivables. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through net income (loss).

Investments in Associates

The Company has interests in associates. Associates are entities over which the Company exercises significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee but without control or joint control over those policies. The Company accounts for associates using the equity method of accounting. Interests in associates accounted for using the equity method are initially recognized at cost. Subsequent to initial recognition, the carrying value of the Company's interest in an associate is adjusted for the Company's share of comprehensive income and distribution of the investee. The carrying value of associates is assessed for impairment at each statement of financial position date.

Comprehensive income (loss)

Comprehensive income (loss) is the change in the Company's net assets that results from transactions, events and circumstances from sources other than the Company's shareholders and includes items that are not included in net profit. Other comprehensive income consists of changes to unrealized gain and losses on available for sale financial assets, changes to unrealized gains and losses on the effective portion of cash flow hedges and changes to foreign currency translation adjustments of self-sustaining foreign operations during the period. Comprehensive income measures net earnings for the period plus other comprehensive income. Amounts reported as other comprehensive income are accumulated in a separate component of shareholders' equity as Accumulated Other Comprehensive Income. The Company has not had other comprehensive income since inception.

Adoption of new pronouncements

The Company adopted IFRS 16 Leases for the period ended November 30, 2019. The mandatory adoption of the accounting standards and interpretations had no significant impact on the Company's condensed consolidated interim financial statements for the current year or prior year presented.

(Expressed in Canadian Dollars)

4. INVESTMENTS IN ASSOCIATES

The carrying value of investments in and amounts due from associates consist of:

			Investments in Associates				Amounts due from Associates		
	Note	% interest	Balance, February 28, 2019	Additions	Share of net loss	Balance, November 30, 2019	Balance, February 28, 2018	Additions	Balance, November 30, 2019
			$	$	$	$	$	$	$
DVG LLC	(a)	30%	-	-	-	-	1,830,758	-	1,830,758
Elite Ventures LLC	(b)	49%	-	-	-	-	5,207,919	7,103,888	12,311,807
Humboldt Holdings LLC	(c)	49%	960,915	-	(782)	960,133	2,565,751	708,817	3,274,568
Ocean Green Management LLC	(d)	30%	18,425	-	(1,242)	17,183	62,501	10,741	73,242
Wheeler Park Properties LLC	(e)	30%	-	-	-	-	5,615,995	891,943	6,507,938
Oklahoma Venture Group LLC	(f)	49%	-	-	-	-	-	338,224	338,224
			979,340	-	(2,024)	977,316	15,282,924	9,053,613	24,336,537

The following is a summary of aggregate financial information for the Company's associates:

	DVG	Elite	Humboldt	Ocean	Wheeler	Oklahoma	November 30, 2019 Total
	$	$	$	$	$	$	$
Statement of financial position							
Cash and cash equivalents	221	-	10,344	-	-	4,093	14,658
Non-current assets	1,955,518	17,356,302	3,564,042	57,354	4,648,565	393,934	27,975,715
Current liabilities	2,236,816	13,942,013	3,905,155	74,927	7,039,074	398,205	27,596,190
Non-current liabilities	-	5,345,228	-	-	-	-	5,345,228
Statement of loss and comprehensive loss							
General and administration expenses	(361)	(7,580)	(1,596)	(4,138)	(1,668)	(178)	(15,521)
Net loss and comprehensive loss	(361)	(7,580)	(1,596)	(4,138)	(1,668)	(178)	(15,521)

4. INVESTMENTS IN ASSOCIATES (continued)

(a) DVG LLC

On August 17, 2017, the Company, along with Sentinel Property Management Ltd. ("Sentinel") and Stratto, LLC ("Stratto") entered into an Agreement ("Agreement") to form DVG LLC. ("DVG"), a US company incorporated on July 28, 2017 in Washington USA. According to the Agreement, Crop has a 30% interest in DVG, and Sentinel has 20% and Stratto has 50%. The primary business in DVG is to complete greenhouse construction, lease land, facilities and agriculture infrastructure to licensed marijuana growers in the State of Washington ("Tenant-Growers").

Under the Agreement, the Company will raise money to fund the DVG greenhouse construction costs. In addition, the Company, Sentinel and Stratto have committed to providing combined funding of up to $150,000 annually to DVG in the event that DVG does not have sufficient revenue from operations to funds its operational costs.

As the carrying value of investment has been reduced to $nil, no loss has been recognized. The unrecognized share of the net loss of DVG for the period ended November 30, 2019 is $217.

According to the Agreement, the net profit (loss) distribution will be 60% for the Company, 30% for Stratto and 10% for Sentinel until the advances made by the Company have been repaid. The Company has made advances to DVG which will be converted to promissory notes in accordance with the Agreement and secured by the assets of DVG. Management is in the process of preparing the promissory notes. The advances are non-interest bearing and have no fixed terms of repayment.

(b) Elite Ventures LLC

On July 6, 2018, the Company entered into a member interest purchase agreement with Elite Ventures LLC ("Elite"), a US company incorporated on December 13, 2013 in Nevada, USA, to acquire 49% member interest in Nye County Property in exchange for a commitment to provide advances to Elite. The primary business of Elite is to complete greenhouse construction, lease land, facilities and agriculture infrastructure to licensed marijuana growers in Washington State.

As the carrying value of investment is $nil, no loss has been recognized during the period ended November 30, 2019. The unrecognized share of the net loss of Elite for the period ended November 30, 2019 is $3,714.

The Company has made advances to Elite to fund its operations. The advances are secured by the assets of Elite, are non-interest bearing and have no fixed terms of repayment.

Elite has entered into a sublease lease agreement for a 791 acre property whereby its annual payments are $447,706. The lease term expires on August 21, 2020. In connection with the same lease agreement, the Company has pledged a security deposit of $160,000 USD in the Company's common shares to the underlying lessor. Elite and the underlying lessee are currently negotiating an extension of the sublease agreement.

4. INVESTMENTS IN ASSOCIATES (continued)

(c) Humboldt Holdings LLC

On May 9, 2018, the Company, along with Sentinel Property Management Ltd. ("Sentinel") and Stratto, LLC ("Stratto") entered into an Agreement ("Agreement") to form Humboldt Holdings LLC ("Humboldt"), a US company incorporated on November 13, 2017 in Californian USA. According to the Agreement the company has a 30% interest in Humboldt, and Sentinel has 20%, Stratto has 30% and Quantum Flux, LLC has 20%. The primary business in Humboldt is to complete greenhouse construction, lease land, facilities and agriculture infrastructure to licensed marijuana growers in the State of California. The Company further purchased an additional 19% of Humboldt for total consideration of $1,000,000 by issuing 5,000,000 common shares.

According to the Agreement, the net profit (loss) distribution would be 60% for the Company, 30% for Stratto and 10% for Sentinel until the advances are repaid in full. Accordingly, the Company's share of the net loss for the period ended November 30, 2019 is $958.

The Company has made advances to Humboldt which will be converted to promissory notes in accordance with the Agreement and secured by the assets of Humboldt. Management is in the process of preparing the promissory notes. The advances are non-interest bearing and have no fixed terms of repayment.

(d) Ocean Green Management LLC

On July 5, 2018, the Company entered into an agreement ("Agreement") with Ocean Green Management LLC ("Ocean"), a US company incorporated on April 6, 2018 in state of California USA, to partner on multiple applications for cannabis retail locations with the option to purchase the commercial real estate. According to the agreement, Crop has a 30% interest in Ocean. The primary business in Ocean is to complete licensing of marijuana retailing in the State of California.

The Company's share of the net loss of Ocean for the period ended November 30, 2019 is $1,241.

The Company has made advances to Ocean to fund its operations. The advances are secured by the assets of Ocean, are non-interest bearing and have no fixed terms of repayment.

4. INVESTMENTS IN ASSOCIATES (continued)

(e) Wheeler Park Properties LLC

On June 4, 2018, the Company, the Company entered into a Membership Purchase Agreement ("Agreement") with Wheeler Park Properties LLC ("Wheeler"), a Washington State limited liability company in exchange for a commitment to advance up to US$2,500,000 to Wheeler for equipment purchase and retro-fit upgrades of the licensed cannabis greenhouse complex in return for a 30% interest.

According to the Agreement, the net profit (loss) distribution will be 60% for the Company until the advances made by the Company have been repaid. As the carrying value of investment is $nil, no loss has been recognized during the period ended November 30, 2019. The unrecognized share of the net loss of Wheeler is $500.

The Company has made advances to Wheeler which will be converted to promissory notes in accordance with the Agreement and secured by the assets of Wheeler. Management is in the process of preparing the promissory notes. The advances are non-interest bearing and have no fixed terms of repayment.

(f) Oklahoma Venture Group LLC

On February 8, 2019, the Company, the Company entered into a Membership Purchase Agreement ("Agreement") with Oklahoma Venture Group LLC ("Oklahoma"), a Oklahoma State limited liability company in exchange for a commitment to advance up to US$2,500,000 to Oklahoma for equipment purchase and retro-fit upgrades of the licensed cannabis greenhouse complex in return for a 49% interest.

As the carrying value of investment is $nil, no loss has been recognized during the period ended November 30, 2019. The unrecognized share of the net loss of Oklahoma is $87.

The Company has made advances to Oklahoma which will be converted to promissory notes in accordance with the Agreement and secured by the assets of Oklahoma. Management is in the process of preparing the promissory notes. The advances are non-interest bearing and have no fixed terms of repayment.

(Expressed in Canadian Dollars)

5. INTANGIBLE ASSETS

The Company's intangible assets are comprised of distributions rights as follows:

	Distribution rights
	$
Balance, February 28, 2019 and November 30, 2019	1,000,000
Amortization:	
Balance, February 28, 2019	(222,222)
Additions	(249,999)
Balance, November 30, 2019	(472,221)
Balance, February 28, 2018 and November 30, 2018	-
Balance, November 30, 2019	527,779

During the year ended February 28, 2019, the Company issued 166,666 common shares and 83,333 share purchase warrants in exchange for license and distribution rights in Italy for certain products for a period of three years. The share purchase warrants are exercisable for a period of 18 months for a price of $8.25 per common share of the Company. The fair value of the common shares and share purchase warrants was determined to be $650,000 and $350,000, respectively.

During the year ended February 28, 2019, the 83,333 warrants were exercised as part of a warrant incentive program and the Company issued an additional 83,333 share purchase warrants exercisable for a period of two years for a price of $7.50 per common share of the Company. The Company recorded share-based compensation expense of $274,726 upon the issuance of the new warrants, which was calculated using the Black-Scholes Option Pricing model and the following weighted average assumptions: share price - $5.85; exercise price - $7.50 expected life - 2 years; volatility - 120%; dividends - Nil%; and risk-free rate – 2.33%.

6. CONVERTIBLE DEBENTURES

On June 10, 2019, the Company issued secured convertible debenture units for gross proceeds of $1,250,000 under the following terms:

- A term of one year;
- An interest rate of 10% per annum; and
- Convertible into common shares of the Company at $0.30 per common share, until June 10, 2020, subject to adjustment in certain events.

The convertible debentures were raised at an original issue discount of 20% in the amount of $26,7797. As part of the convertible debenture units, the Company also issued 311,111 share purchase warrants to the holders exercisable at a price of $7.50 per common share for a period of three years. No value has been allocated to these warrants. The Company also incurred cash debt issuance costs of $54,000.

On February 26, 2019, the Company issued secured convertible debenture units for gross proceeds of $4,000,000 under the following terms:

- A term of two years;
- An interest rate of 10% per annum, payable monthly; and
- Convertible into common shares of the Company at $4.50 per common share, until February 26, 2021, subject to adjustment in certain events.

As part of the convertible debenture units, the Company also issued 888,888 share purchase warrants to the holders exercisable at a price of $7.50 per common share for a period of three years. No value has been allocated to these warrants. The Company also incurred cash debt issuance costs of $207,045.

The convertible debentures are secured against the assets of the Company and its interest in associates and subsidiaries pursuant to the terms of a general security agreement of the Company issued in favor of the holders.

For accounting purposes, the convertible debentures are separated into their liability and equity components using the residual method. The fair value of the liability component at the time of issue was determined based on an estimated rate of 17% for both convertible debentures without the conversion feature. The fair value of the equity component was determined as the difference between the face value of the convertible debentures and the fair value of the liability component. After initial recognition the liability component is carried on an amortized cost basis and will be accreted to its face value over the term to maturity of the convertible debenture at an effective interest rate of approximately 47.46% and 19.07% respectively.

(Expressed in Canadian Dollars)

6. CONVERTIBLE DEBENTURES (continued)

The following table summarizes accounting for the convertible debentures and the amounts recognized in the liability and equity during the period:

	June 10, 2019	February 26, 2019	Total
	$	$	$
Principal amount	1,250,000	4,000,000	5,250,000
Equity portion	59,236	415,078	474,314
Transaction costs	(15,250)	(21,485)	(36,735)
Deferred income tax liability	(98,761)	(162,172)	(260,933)
Allocation to contributed surplus (deficit)	(54,775)	231,421	176,646
Liability portion	1,190,764	3,584,922	4,775,686
Transaction costs	(306,548)	(185,560)	(492,108)
Accretion expense	152,104	215,202	367,306
Carrying value, November 30, 2019	1,036,320	3,614,564	4,650,884
Effective interest rate	47%	19%	

The changes of carrying values of the convertible debentures are as follow:

		$	$
Carrying value, February 28, 2018	-	-	-
Addition	-	3,399,362	3,399,362
Accretion expense	-	13,602	13,602
Carrying value, February 28, 2019	-	3,412,964	3,412,964
Addition	884,216	-	884,216
Accretion expense	152,104	201,600	353,704
Carrying value, November 30, 2019	1,036,320	3,614,564	4,650,884

During the period ended November 30, 2019, the Company incurred interest expense of $360,616, which remains unpaid and has been included within accrued liabilities on the consolidated statement of financial position.

7. SHARE CAPITAL

(a) Authorized

Unlimited common shares, without par value.

(b) Issued and outstanding

During the period ended November 30, 2019, the Company issued 135,743 common shares for services at a fair value of $610,841.

On January 8, 2018, the Company announced warrant price reduction and exercise incentive program. Under the incentive program, the exercise price of all the warrants reduced to $1.95 ($0.13 pre-consolidation) if exercise prior to September 6, 2019. One Incentive Warrant will be granted for each warrant exercised. Each Incentive Warrant will be exercisable to acquire one common share at a price of $5.25 for two years. On September 6, 2019, 26,167 warrants were exercised under this program and consequently, 26,167 Incentive Warrants were issued. The Company received proceeds of $51,025 for the exercise of warrants.

During the period ended November 30, 2019, the Company issued 1,006,933 common shares for gross proceeds of $3,881,790 pursuant to the exercise of stock options. Contributed surplus in the amount of $1,498,860 was reversed.

As at November 30, 2019, the Company had received $54,042 in share subscriptions (2018 - $14,542).

On October 17, 2018, the Company announced warrant exercise incentive program (the "Program"). Under the Program, the exercise price of all the warrants reduced to $6.00 if exercise prior to November 2, 2018. One Incentive Warrant will be granted for each warrant exercised. Each Incentive Warrant will be exercisable to acquire one common share at a price of $0.50 for two years. A total of 351,112 warrants were exercised under this program and consequently, 351,112 common shares and Incentive Warrants were issued. The Company received proceeds of $2,106,670 for the exercise of warrants and incurred $7,800 finders fees for this Program. Contributed surplus of $111,594 was reversed in the exercise of warrants.

On August 2, 2018, the Company closed a non-brokered private placement of 357,778 units at $4.50 per share for gross proceeds of $1,610,000. Each unit consists of one common share and a share purchase warrant. Each full warrant entitles the holder to purchase one additional common share at $7.50 per share for a period of 24 months following the issuance date. No value has been allocated to the half warrants.

In August 2018, the Company closed various private placements of 46,500 common shares at $1.50 per share for gross proceeds of $69,750.

On June 11, 2018, the Company closed a non-brokered private placement of 91,333 units at $3.75 per share for gross proceeds of $342,500. Each unit consists of one common share and one-half share purchase warrant. Each full warrant entitles the holder to purchase one additional common share at $7.50 per share for a period of 18 months following the issuance date. No value has been allocated to the half warrants.

(Expressed in Canadian Dollars)

7. SHARE CAPITAL (continued)

(b) Issued and outstanding (continued)

On June 8, 2018, the Company accelerated the expiry date of private placement warrants from March 5, 2020 to June 26, 2018. If the warrants exercised prior to June 26, 2018, half Incentive Warrant will be granted for each warrant exercised. Each Incentive Warrant will be exercisable to acquire one common share at a price of $11.25 for 24 months. As a result of the accelerated expiry date, 623,273 warrants were exercised and consequently, 311,637 common shares and Incentive Warrants were issued. The remaining 1,044,067 warrants were expired without exercised.

On May 2, 2018 the Company closed a non-brokered private placement of 668,095 units at $6.00 per share for gross proceeds of $4,008,570. Each unit consists of one common share and one-half share purchase warrant. Each full warrant entitles the holder to purchase one additional common share at $8.25 per share for a period of 18 months following the issuance date. No value has been allocated to the half warrants. The Company paid $11,450 in commissions in conjunction with the financing and has issued 1,750 broker warrants exercisable on the same terms as the warrant issued in the financing. The fair value of broker warrants was $537,825.

During the period ended November 30, 2018, the Company issued 636,697 common shares and 355,667 warrants for services at a total fair value of $3,243,744.

During the period ended November 30, 2018, 1,065,001 warrants were exercised for gross proceeds of $4,146,799. Contributed surplus in the amount of $613,382 was reversed.

During the period ended November 30, 2018, 1,264,800 options were exercised for gross proceeds of $5,331,000. Contributed surplus in the amount of $3,439,030 was reversed.

As at November 30, 2018, the Company received $14,542 in share subscriptions.

(c) Stock options

On March 22, 2012, the Company approved a Stock Option Plan (the "Plan") authorizing the issuance of a maximum of 10% of the Company's outstanding common shares on each grant date, inclusive of all shares reserved for issuance pursuant to previously granted stock options. Stock options to purchase common shares of the Company under the Plan may be granted by the Board of Directors to a director, officer, employee or consultant of the Company. The stock options are subject to vesting limitations, exercise price, and exercise periods, to a maximum term of 5 years, as determined by the Board of Directors.

A continuity of stock options for the period ended November 30, 2019 is as follows:

	Number of options
Balance, February 28, 2019 x	445,400
Granted	1,550,000
Exercised	(1,006,933)
Expired	(197,400)
Balance, outstanding and exercisable, November 30, 2019	791,067

(Expressed in Canadian Dollars)

7. SHARE CAPITAL (continued)

(c) Stock options (continued)

	Number of options
Balance, February 28, 2018	-
Granted	1,950,000
Exercised	(1,264,800)
Cancelled	(216,466)
Balance, November 30, 2018	468,734

During the period ended November 30, 2019, the Company granted 1,550,000 stock options (2018 – 1,950,000) to certain directors, officers and consultants of the Company. The total fair value of the stock options was determined to be $2,033,405 (2018 - $4,939,777) using the Black-Scholes option pricing model, which requires management to make estimates that are subjective and may not be representative of the actual results. The weighted average fair value of the options was $1.35 (2018 - $1.05). Changes in assumptions can materially affect estimates of fair value. The following weighted average assumptions were used for the calculation:

	2019	2018
Risk free interest rate	1.69%	2.01%
Expected life (in years)	1.0 year	1.1 year
Expected volatility	130%	144%
Expected dividend yield	0%	0%
Expected forfeiture rate	0%	0%

All options were vested immediately. The weighted average life remaining for the options was 0.62 years. Details of common stock options outstanding at November 30, 2019 are as follow:

Outstanding and exercisable	Exercise price	Remaining life (years)	Expiry date
	$		
6,667	$4.50	0.34	01-Apr-20
28,000	$4.50	0.40	23-Apr-20
66,667	$7.50	1.23	21-Feb-21
46,667	$4.50	0.19	26-Feb-20
46,667	$4.50	0.28	13-Mar-20
120,067	$3.90	0.50	20-May-20
81,667	$3.30	0.53	12-Jun-20
60,667	$3.60	0.51	04-Jun-20
10,667	$3.15	0.55	19-Jun-20
90,000	$3.00	0.61	09-Jul-20
133,333	$1.95	0.73	21-Aug-20
100,000	$1.95	0.80	16-Sept-20
791,067	$3.45	0.51	

(Expressed in Canadian Dollars)

7. SHARE CAPITAL (continued)

(d) Warrants

As part of the May 2, 2018 private placement, the Company issued 362,439 warrants. Each warrant allows the holder of the unit to acquire one additional Common Share until November 2, 2019 at an exercise price of $8.25. In addition, the Company issued 1,750 agent warrants as part of the share issue costs. The fair value of the agents' warrants was determined to be $14,173 or $8.10 per warrant using the Black-Scholes option pricing model, which requires management to make estimates that are subjective and may not be representative of the actual results. Changes in assumptions can materially affect estimates of fair value.

On June 11, 2018 and August 2, 2018, the Company issued 403,444 warrants from the private placements. Each warrant allows the holder of the unit to acquire one additional Common Share at an exercise price of $7.50 for 24 months. No value has been allocated to these warrants.

On August 31, 2018, the Company issued 166,667 units for services at $6.00 per unit for gross amount $1,000,000. Each unit consisted of one common share and one-half of share purchase warrants. Based on the value of private placement at the same period, the fair value of the warrants was determined to be $250,000. These warrants were exercised on June 2018 under the Incentive Program and Incentive Warrants were issued at fair value of $196,554.

A continuity of share purchase warrants for the period ended November 30, 2019 is as follows:

	Number of warrants
Balance, February 28, 2019	3,047,158
Issued	303,944
Exercised	(26,167)
Expired	(282,964)
Balance, November 30, 2019	3,041,972

	Number of warrants
Balance, February 28, 2018	-
Issued	3,667,738
Exercised	(1,065,001)
Cancelled	(1,130,300)
Balance, November 30, 2018	1,472,437

(Expressed in Canadian Dollars)

7. SHARE CAPITAL (continued)

(d) Warrants (continued)

The weighted average life remaining for the warrants was 1.43 years. Details of common share purchase warrants outstanding at November 30, 2019 are as follow:

Outstanding and exercisable	Exercise price	Remaining life (years)	Expiry date
	$		
277,778	7.50	2.51	June 4, 2022
37,500	1.80	0.41	April 28, 2020
225,750	11.25	0.56	June 26, 2020
289,445	7.50	0.67	August 2, 2020
338,278	6.00	0.93	November 2, 2020
20,000	7.50	0.77	September 7, 2020
56,000	11.25	0.83	September 28, 2020
196,333	7.50	0.49	May 26, 2020
888,889	7.50	2.23	February 21, 2022
685,832	7.50	1.19	February 5, 2021
26,167	5.25	1.77	September 6, 2021
3,041,972	7.65	1.43	

(e) Escrowed shares

Pursuant to an escrow agreement, the 931,133 common shares issued pursuant to the Acquisition are subject to escrow restrictions. The escrow shares will be released based on certain performance conditions. At November 30, 2019, 419,010 common shares remain in escrow (November 30, 2018 – 698,350).

8. RELATED PARTY TRANSACTIONS AND BALANCES

Key management personnel receive compensation in the form of short-term employee benefits, share-based payments, and post-employment benefits. Key management personnel include the Chief Executive Officer, Chief Financial Officer, and directors of the Company. The remuneration of key management is as follows:

	Period ended November 30, 2019	Period ended November 30, 2018
	$	$
Consulting fees paid to officers and directors	35,000	181,044
Professional fees paid to officers	163,382	282,504
	198,382	463,548

As at November 30, 2019, the Company has advanced $64,785 (February 28, 2019 - $64,785) to a company under common control. The amount is unsecured, non-interest bearing, and has no fixed terms of repayment.

9. CAPITAL DISCLOSURES

The Company's objective when managing capital is to safeguard its ability to continue as a going concern, so that it can provide returns for shareholders and benefits for other stakeholders. The Company considers the items included in shareholders' equity as capital. The Company manages the capital structure and makes adjustments to it in response to changes in economic conditions and the risk characteristics of the underlying assets. The Company's primary objective with respect to its capital management is to ensure that it has sufficient cash resources to fund the operation of the Company. To secure the additional capital necessary to pursue these plans, the Company intends to raise additional funds through the equity or debt financing. The Company is not subject to any capital requirements imposed by a regulator.

10. FINANCIAL INSTRUMENTS

As at November 30, 2019, the Company's financial instruments consist of cash, advances, amounts due from associates, investments, accounts payable, short-term loans and convertible debentures.

The Company provides information about financial instruments that are measured at fair value, grouped into Level 1 to 3 based on the degree to which the inputs used to determine the fair value are observable.

- Level 1 fair value measurements are those derived from quoted prices in active markets for identical assets or liabilities.
- Level 2 fair value measurements are those derived from inputs other than quoted prices included within Level 1, that are observable either directly or indirectly.
- Level 3 fair value measurements are those derived from valuation techniques that include inputs that are not based on observable market data.

Cash is measured using level 1 fair value inputs.

Investments are measured using level 2 fair value inputs.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Credit risk is the risk that one party to a financial instrument will cause a loss for the other party by failing to discharge an obligation. As described in Notes 4, the amounts due from associates will be secured by various assets and properties which mitigates the credit risk. Therefore, the Company believes that the impact of credit risk is not significant.

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due.

(Expressed in Canadian Dollars)

10. FINANCIAL INSTRUMENTS (continued)

The following table summarizes the maturities of the Company's financial liabilities as at November 30, 2019 based on the undiscounted contractual cash flows:

	Carrying Amount	Contractual Cash Flows	Less than 1 year	1 – 3 years	4 – 5 years	After 5 years
	$	$	$	$	$	$
Accounts payable	1,031,426	1,031,426	1,031,426	-	-	-
Loans payable	309,900	309,900	309,900	-	-	-
Convertible debentures	4,650,884	5,250,000	1,250,000	4,000,000	-	-
Total	**5,992,210**	**6,591,326**	**2,591,326**	**4,000,000**	**-**	**-**

Interest risk is the risk that the fair value or future cash flows will fluctuate as a result of changes in market risk. At November 30, 2019 and February 28, 2018, the Company is not exposed to significant interest rate risk as it has no variable interest-bearing debt.

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company holds no financial instruments that are denominated in a currency other than US dollar. The Company is exposed to currency risk resulting from its investments in associates which are located outside of Canada.

11. LOAN PAYABLE

As at November 30, 2019, the loan payable in the amount of $309,900 is non-interest bearing and unsecured.

12. COMMITMENTS AND CONTINGENCIES

- On August 14, 2018, the Company signed a Letter of Intent with Naturally Splendid Enterprises for development and manufacturing of various products and beverages.

- As described in Note 4, the Company has committed to providing advances to its associates.

- During the quarter ended November 30, 2019, a lawsuit was filed against the Company by a former contractor and trades person. Since it presently is not possible to determine the outcome of this matter, no provision has been made in the financial statements. The resolution could have a significant effect on the Company's earnings in the year that a determination is made; however, in management's opinion, the final resolution of all legal matters will not have a material adverse effect on the Company's financial position.

13. SUBSEQUENT EVENTS

- On January 15, 2020, the Company enacted a fifteen for one common share consolidation. All current and comparative references to the number of shares, warrants, options, weighted average number of common shares and loss per share have been restated to give effect to the fifteen for one share consolidation. In connection therewith, the Company also announced that it expected to change its name to "Vert Infrastructure Corp" and, effective at the commencement of trading following the proposed Consolidation that it expected to trade its common shares under the new stock symbol "VVV".

13. SUBSEQUENT EVENTS (continued)

- On December 3, 2019, the Company announced that Twila Jensen has resigned from the Board of Directors, effective immediately and Mr. Arif Merali is appointed to the Board of Directors.

- On December 3, 2019, the Company announced that Twila Jensen has resigned from the Board of Directors, effective immediately and Mr. Arif Merali is appointed to the Board of Directors.

- On December17, 2019, the Company announced that Christine Mah has resigned from the Board of Directors, effective immediately and Ms. Victoria Bosticis appointed to the Board of Directors

- On January 10, 2020, the Company announced a proposed restructuring to divest itself of its underperforming assets, monetize its producing assets and consolidate its share capital in order to facilitate future equity financings.

- On January 13, 2020, the Company announced that, effective January 13, 2020, Michael Yorke has stepped down as the Chief Executive Officer ("CEO") of the Company and that Arif Merali has been appointed as the Company's interim CEO. Mr. Yorke remains a director of the Company.

This is Exhibit "O" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

Tor#: 3857419.1

51-102F3
MATERIAL CHANGE REPORT

Item 1 Name and Address of Company

Vert Infrastructure Ltd. (the "**Company**")
Suite 605 – 369 Terminal Ave.
Vancouver, BC V6A 4C4

Item 2 Date of Material Change

April 14, 2020

Item 3 News Release

The news release was disseminated through News File and Stockwatch.

Item 4 Summary of Material Change

On April 14, 2020, the Company announced it has cancelled its previously announced $0.10 unit private placement. The Company also announced that a Director and an officer of the company have resigned effective immediately. Further, the company announced that it has settled a portion of its debt with its former supply agreement partner by the issuance of 1,052,631 shares at a deemed price of $0.095 per share.

Item 5 Full Description of Material Change

5.1 Full Description of Material Change

See attached news release with respect to the matters described above.

5.2 Disclosure for Restructuring Transactions

N/A

Item 6 Reliance on subsection 7.1(2) or (3) of National Instrument 51-102

N/A

Item 7 Omitted Information

None

Item 8 Executive Officer

Arif Merali, CEO and Director
Tel: 604-484-4206

Item 9 Date of Report

April 23, 2020

VERT PROVIDES UPDATE

NOT FOR DISTRIBUTION TO UNITED STATES NEWSWIRE SERVICES
OR FOR DISSEMINATION IN THE UNITED STATES

April 14, 2020 VANCOUVER, British Columbia VERT Infrastructure Corp. (CSE:VVV) ("**VERT**" or the "**Company**") announces it has cancelled its previously announced $0.10 unit private placement.

The company continues to look for sales opportunities of its real estate assets to reduce its debt obligations. The company's main debt holder has security over all of the company's assets including the company's stock portfolio consisting of shares announced private issuer announced on February 27, 2019. Due to the COVID-19 pandemic the company does expect it will be challenging to attract suitable buyers for its assets nor will the company's Canadian management team be able to visit and report on any of the assets which are sitting in default.

Due to COVID-19 Pandemic all of our remaining consultants and/or those helping us through what was already a challenging time for the company are currently in self-isolation. The company will continue to work remotely to the best of its ability to look for the sale of its assets. No Pandemic relief the company is aware of is available to the company by either federal governments due to the company's position of being a Canadian small business investing and operating in the US.

As such, the company announces that a Director and an officer of the company have resigned effective immediately. The company wishes Abbey Abdiye, CFO and Director Victoria Bostic all the best with the future endeavours and wishes to announce the appointment of Mr. Arif Merali as interim CFO and has appointed Mr. Brendan Mossip Balkwill to the board of Directors. Mr. Mossip is an Ontario native currently residing in Vancouver. Mr. Mossip has played various corporate communications roles as an entrepreneur and private investor across various sectors.

Further, the company announces that it has settled a portion of its debt with its former supply agreement partner by the issuance of 1,052,631 shares at a deemed price of $0.095 per share.

Company Contact
Arif Merali

CEO & Director
vertlimited@gmail.com
www.vertltd.com

604-484-4206

About VERT Infrastructure Corp.

Vert Infrastructure is engaged in the business of branding, investing, constructing, owning and leasing infrastructure for certain licenced or permitted specialty agricultural businesses.

Disclaimer for Forward-Looking Information

Certain statements in this press release related to the Offering, the securities issuable thereunder and the Transaction are forward-looking statements and are prospective in nature. Forward-looking statements are not based on historical facts, but rather on current expectations and projections about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements. These statements generally can be identified by

the use of forward-looking words such as “may”, “should”, “could”, “intend”, “estimate”, “plan”, “anticipate”, “expect”, “believe” or “continue”, or the negative thereof or similar variations.

This is Exhibit "P" referred to in the Affidavit of Yisroel Weinreb confirmed June 1, 2020.

Commissioner for Taking Affidavits (or as may be)

Robert Nicholls

Tor#: 3857419.1

VERT INFRASTRUCTURE LTD.

(Formerly Crop Infrastructure Corp.)

("CROP" or the "Company")
Quarterly Report
For Period Ended November 30, 2019

MANAGEMENT'S DISCUSSION AND ANALYSIS

1.1 Date of Report: January 24, 2020

The following management's discussion and analysis ("MD&A") has been prepared as of January 24, 2020 and should be read in conjunction with the condensed consolidated interim financial statements and accompanying notes for the period ended November 30, 2019, which are prepared in accordance with International Financial Reporting Standards ("IFRS"). All amounts are stated in Canadian dollars unless otherwise indicated.

This MD&A includes certain statements that may be deemed "forward-looking statements". Forward-looking statements are often, but not always, identified by the use of words such as "anticipate", "plan", "estimate", "expect", "may", "project", "predict", "potential", "could", "might", "should" and other similar expressions. Although the Company believes the expectations expressed in such forward-looking statements are based on reasonable assumptions, such statements are not guarantees of future performance and actual results or developments may differ materially from those in the forward-looking statements. Factors that could cause actual results to differ materially from those in forward-looking statements include market prices, continued availability of capital and financing and general economic, market or business conditions. Investors are cautioned that any such statements are not guarantees of future performance and actual results or developments may differ materially from those projected in the forward-looking statements.

1.2 Nature of Business

Crop Infrastructure Corp. ("Crop") was incorporated on August 31, 2011, under the British Columbia Business Corporations Act. On January 15, 2020, the Crop changed its name Vert Infrastructure Ltd. ("Vert" or the "Company") and effected a change in directors, management and business. The listing symbol also changed from "CROP" to "VVV". The Company's head office is located at Suite 600, 535 Howe Street, Vancouver, V6C 2Z4. The Company is listed on the Canadian Securities Exchange ("CSE").

On March 2, 2018, the Company completed a transaction pursuant to a business combination agreement dated November 3, 2017 with DV Infrastructure Corp. ("DVI"). The Company acquired all of the issued and outstanding common shares of DVI. The transaction resulted in a reverse takeover of the Company by the shareholders of the DVI. The Company intends to continue on with the business of DVI, with DVI as the Company's wholly-owned operating subsidiary. The historical operations, assets and liabilities of DVI are included in the August 31, 2018 condensed consolidated interim financial statements, and the comparative figures are those of DVI, which is deemed to be the continuing entity for financial reporting purposes.

On January 15, 2020, the Company completed a share consolidation on the basis of fifteen pre-consolidation common shares for each post consolidation common share. As a result, all share amounts presented in this MD&A have been retroactively restated.

1.3 Overall Performance

Announcements and Highlights during the period ended November 30, 2019:

- On March 7th, 2019, the Company announced it has entered into an agreement with MYM Nutraceuticals Inc., (CSE: MYM) (OTCBB: MYMMF)("MYM") to partner with CROP's subsidiary, Elite Ventures Group LLC., on 120 acres of CBD-rich hemp in Nevada, USA.

- On March 12th, 2019, the Company announced that its Washington State tenant Wheeler Park ("The Park") has established a bulk cannabis customer relationship and its first 150 lbs of flower has been delivered at $400 per pound of its smaller flower and trim grown through the previous soil method.

- On March 20th, 2019, the Company announced updates on its Esmeralda County THC and Nye County CBD projects.

- On March 22nd, 2019, the Company announced that its Humboldt Holdings tenant Hempire has acquired a 25% interest in a licensed distribution company, with onsite non-volatile commercial cannabis manufacturing in California in return for purchasing additional required extraction equipment for the facility. As with all CROP tenant licences the company's subsidiary, in this case Humboldt Holdings, will have the right to acquire the licence interest should federal law change in favour of cannabis-THC.

- On April 3rd, 2019, the Company announced that it has been advised by its tenant brand sales team that the Hempire and Evolution brands are now available in 40 retail locations, mostly along the coastal cities of Washington.

- On April 11th, 2019, the Company announced that its Emerald Heights retail brand has started two additional retail applications in California.

- On April 17th, 2019, the Company announced that it has identified multiple Tenants for a roll out strategy to enter Oklahoma to target the Medical Cannabis market focusing on Cultivation, Extraction and Retail infrastructure. CROP will own 49% of the newly incorporated company.

- On April 23rd, 2019 the Company announced that it has completed the construction of its 57,600 square foot nursery in Nye County, Nevada.

- On May 2, 2019, the Company announced that its first Oklahoma farm's tenant, Hempire Oklahoma has been issued Medical Cannabis Cultivation and processing licenses at its 1 acre location in Purcell, Oklahoma where the company will focus on high grade flower and extraction. This is a separate location to the company's 20-acre property that is currently being readied for tenant planting for the 2019 season.

- On May 6th, 2019, the Company announced it has completed the purchase of the suite of Recreational Cannabis licenses and the 1,012-acre property in its Elite Ventures Group 49% interest holding.

- On May 8th, 2019, the Company announced that its investment holding World Farms Corp. has signed an LOI with Graphite Energy Corp (CSE: GRE) to go public via reverse takeover on the Canadian Securities Exchange. CROP currently owns 10,000,000 shares in World Farms Corp who also announced a $0.30 private placement in connection with the RTO.

- On May 30, 2019, the Company announced that Elite Ventures Group, LLC ("Elite"), a Nevada limited liability company in which CROP holds a 49% membership interest, in partnership with its licensee The Hempire Company, LLC ("Hempire" and, together with Elite, "Elite &

Hempire"), has entered into a supply agreement (the "Supply Agreement") with Bioscience Enterprises, Inc. ("Bioscience"), a California based cannabidiol ("CBD") isolate distribution company, to supply Bioscience with an aggregate of USD$89,500,000 in CBD isolate, with deliveries required to commence in November, 2019 and ending in March 2020, upon completion of the Supply Agreement's initial five-month term (the "Initial Term").

- The Company and Stratto, LLC formed Oklahoma Ventures Group, LLC, pursuant to an agreement whereby the Company owns 49% of Oklahoma Ventures Group, LLC and will provide advances to fund its operations.

- The Company issued 135,743 common shares in exchange for services and outstanding liabilities to various vendors.

- The Company issued 1,006,933 common shares for the exercise of stock options.

- The Company granted a total of 1,550,000 stock options to various consultants exercisable at a price range from $1.95 to $4.50 per common share for a period of one year from the date of grant.

- On June 5, 2019, the Company announced that its Park Project tenant is now at the 'self-sustaining' point as it launches its Tiff CBD cartridge line.

- On June 10, 2019, the Company announced that it intends to conduct a non-brokered private placement offering (the "Offering") of senior secured convertible debentures (the "Debentures") at an original issue discount of 20% with aggregate face value of up to $1,250,000 (the "Principal Amount"), for gross aggregate proceeds of up to $1,000,000.

- On June 14, 2019, the Company announced that the Company completed its previously announced non-brokered private placement offering (the "Offering") of senior secured convertible debentures (the "Debentures") at an original issue discount of 20%,with aggregate face value of up to $1,250,000 (the "Principal Amount"), for gross aggregate proceeds of up to $1,000,000.

- On June 21, 2019, the Company announced that its Emerald Heights retail brand has secured a provisional licence for a retail, delivery, and smoking lounge in Cathedral City, California, to vertically integrate its California brands.

- On June 25, 2019, the Company announced today that its 30% owned DVG, LLC partner has acquired additional facilities for a tenanted outdoor cannabis farm in Grant County, Washington.

- On July 10, 2019, the Company announced that Hempire has increased its ownership of Flip Distro to 51% for $100,000 in capital expenditures and product marketing at the distribution company.

- On July 24, the Company announced that its first batch of THC distillate cartridges derived from the 2018 harvest have passed heavy metal and pesticide testing consistent with the excellent initial test results after the 2018 harvest.

- On August 1, 2019, the Company announces that Elite Ventures Group LLC("Elite"), a limited liability company organized and existing under the laws of the State of Nevada in which the Company holds a 49% membership interest, has entered into two commercial real estate purchase agreement (the "Property Purchase Agreement") with Trinity Global Investments LLC("Trinity Global") dated July 15, 2019, pursuant to which Trinity Global has agreed to purchase certain real property located in Tonopah, Nevada (together, the "Nevada Property") owned by Elite.

- On August 8, 2019, the Company announced that its tenanted California farm received and executed its first order from its 2018 harvest totaling $41,625 in whole flower. CROP's tenanted Washington facility sold $83,749 in newly harvested flower, both in the first week of August.

- On August 21, 2019, the Company announced a warrant exercise incentive program (the "Program") intended to encourage the exercise of up to 2,120,769 outstanding common share purchase warrants.

- On September 25, 2019, the Company announced it has completed September site visits in Nevada with its consultants and joint venture partners at the hemp and THC farms where weeds have caused major losses. After drone reconnaissance, and sample plant counts were completed, it was sestablished that eight of 10 of the company's hemp pivots have been severely affected by invasive weeds.

- On October 10, 2019, the Company announced major management actions to remedy recent operational failures from its investments and implement improved reporting protocols throughout its structure, including its investments.

- on November 7, 2019, the Company to announce that it has signed a non-binding letter of intent (the "LOI") with MYM Nutraceuticals Inc. ("MYM"),whereby MYM will acquire all of the issued and outstanding common shares of the Company (each, a "Share") by way of a plan of arrangement under the Business Corporations Act (British Columbia) ("BCBCA"), resulting in CROP becoming a wholly-owned subsidiary of MYM(the "Proposed Transaction").

- On November 26, 2019, the announced that further to its press release dated November 7, 2019, its non-binding letter of intent (the "LOI") with MYM Nutraceuticals. ("MYM") has been terminated.
- Management continued to actively focus on capital raising to support the company's business, marketing initiatives and general working capital.

1.4 Results of Operations

Period ended November 30, 2019 and 2018

During the period ended November 30, 2019, the Company incurred net loss of $6,319,146 (November 30, 2018 - $14,318,892). The net loss includes share-based compensation of $2,033,406 (November 30, 2018 - $5,136,330). As at November 30, 2019, the Company had a negative working capital of $5,648,532 (February 28, 2019 - $2,871,917) and an accumulated deficit of $22,417,438 (February 28, 2019 - $16,043,517).

On February 25, 2019, the Company sold its interest in two subsidiaries in exchange for 10,000,000 common shares of a private corporation. The fair value of the common shares received was determined to be $1,000,000.

During the period, the Company incurred professional fees in the amount of $346,525 compared to $2,181,952 during the prior year due to decreased third party consulting services and operational activities of the Company. The balance in prior year professional fees consisted mainly of RTO, more corporate activities and operational activities of the Company.

During the period, the consulting fees decreased to $806,557 from $1,196,818 due to decrease in consulting services in connection with the RTO, and proposed business operation expansion.

Advertising and promotion decreased to $1,882,501 compared to $4,547,967 in prior year mainly due to less marketing and promotional efforts and actively promoting its business and market awareness during the period.

During the period, the Company incurred general and administration expenses of $314,859 compared to $185,189 during the prior year due to the start up of the business and commencement of operational activities. The Company has no payroll and engages consultants on as needed basis.

The Company incurred $714,319 in interest and accretion on convertible debentures during the period compared to $nil in the prior year due to no convertible debentures in prior year.

During the period ended November 30, 2019, the Company incurred travel expense in the amount of $15,558 primarily attributable to site visit expenses compared to $76,847 in prior year as less travel was required at that stage of the Company's development.

The Company incurred transfer agent fees in the amount of $52,159 mainly due to exercise of stock options and warrants in the period.

The Company recorded $249,999 amortization expense on its intangible assets on distribution rights in Italy for a period of three years, which was acquired in February 2019.

SUMMARY OF QUARTERLY RESULTS

The following is selected financial information as prepared in Canadian dollars under International Financial Reporting Standards derived from the Company's most recently completed fiscal quarters:

	Revenue $	Net Loss for the Period $	Basic and Diluted Loss Per Share $
February 28, 2018	–	(258,120)	(0.06)
May 31, 2018	–	(4,281,672)	(0.89)
August 31, 2018	–	(4,963,013)	(0.77)
November 30, 2018	–	(5,074,206)	(0.67)
February 28, 2019	–	(1,110,011)	(0.12)
May 31, 2019	–	(3,375,352)	(0.32)
August 31, 2019	–	(1,851,476)	(0.17)
November 30, 2019	–	(1,191,079)	(0.10)

1.5 Liquidity and Capital Resources

As at November 30, 2019, the Company has total assets of $27,185,310 and a negative working capital of $5,648,532.

At November 30, 2019, the Company had cash of $1,796 (February 28, 2019- $5,661,994) and a negative working capital of $5,648,532 (February 28, 2019- negative $2,871,917). As of November 30, 2019, the Company advanced DVG LLC $1,830,758 and Humboldt $3,274,568 to commence operations. Also, the Company advances to Wheeler Park Properties LLC $6,507,938, Elite Ventures LLC $12,311,807, Ocean Green Management LLC $73,242, Oklahoma Venture Group LLC $338,224

as part of the JV Agreements. The advances secured by the assets of the Company they were advanced to. The advances are non-interest bearing and have no fixed terms of repayment.

Cash utilized in operating activities during the period ended November 30, 2019, was $1,853,002 (November 30, 2018 – $6,091,014).

At November 30, 2019, share capital was $40,034,713 comprising 11,466,092 issued and outstanding common shares.

As at November 30, 2019, the principal amount of $309,900 in the form of an interest-free loan is unsecured and due on demand.

At present, the Company's operations generate minimal cash inflows and its financial success after November 30, 2019 is dependent on management's ability to continue to obtain sufficient funding to sustain operations through the development.

The Company may not be able to generate sufficient cash flows from its operations in the foreseeable future to support its working capital needs. As a result, the Company will have to rely on funding through future equity issuances and through short term borrowing in order to finance ongoing operations and the construction. The ability of the Company to raise capital will depend on market conditions and it may not be possible for the Company to issue shares on acceptable terms or at all.

1.6 Share Capital

As at November 30, 2019, the Company had 11,466,092 common shares issued and outstanding, of which 419,010 common shares remain in escrow.

1.7 Share Purchase Warrants

As at November 30, 2019, the Company had 3,041,972 share purchase warrants issued and outstanding. The warrants are exercisable ranging from $1.80 to $11.25 and expire between November 2, 2019 and June 4, 2022. The weighted average life remaining for the warrants was 1.43 years.

1.8 Stock Options

Stock Option Plan

On March 22, 2012, the Company approved a Stock Option Plan (the "Plan") authorizing the issuance of a maximum of 10% of the Company's outstanding common shares on each grant date, inclusive of all shares reserved for issuance pursuant to previously granted stock options. Stock options to purchase common shares of the Company under the Plan may be granted by the Board of Directors to a director, officer, employee or consultant of the Company. The stock options are subject to vesting limitations, exercise price, and exercise periods, to a maximum term of 5 years, as determined by the Board of Directors.

As at November 30, 2019 and the date of this report, there are 791,067 stock options outstanding. The options are exercisable ranging from $1.95 to $7.50 and expire between February 26, 2020 and February 21, 2021. The weighted average life remaining for the options was 0.51 years.

1.9 Off Balance Sheet Arrangements

There are no off-balance sheet arrangements to which the Company is committed. The Company is not a party to any off-balance sheet arrangements that have, or are reasonably likely to have, a current or future material effect on the Company's financial condition, changes in financial condition, revenues, expenses, results of operations, liquidity, capital expenditures or capital resources.

1.10 Transactions with Related Parties

Key management personnel receive compensation in the form of short-term employee benefits, share-based payments, and post-employment benefits. Key management personnel include the Chief Executive Officer, Chief Financial Officer, and directors of the Company. The remuneration of key management is as follows:

	Period ended November 30, 2019	Period ended November 30, 2018
	$	$
Consulting fees paid to officers and directors	35,000	181,044
Professional fees paid to officers	163,382	282,504
Share-based compensation	-	-
	198,382	463,548

As at November 30, 2019, the Company has advanced $64,785 (February 28, 2019 - $64,785) to a company under common control. The amount is unsecured, non-interest bearing, and has no fixed terms of repayment.

1.11 Subsequent Events

- On December 3, 2019, the Company announced that Twila Jensen has resigned from the Board of Directors, effective immediately and Mr. Arif Merali is appointed to the Board of Directors.

- On DECEMBER17, 2019, the Company announced that Christine Mah has resigned from the Board of Directors, effective immediately and Ms. Victoria Bosticis appointed to the Board of Directors

- On January 10, 2020, the Company announced a proposed restructuring to divest itself of its underperforming assets, monetize its producing assets and consolidate its share capital in order to facilitate future equity financings.

- On January 13, 2020, the Company announced that, effective January 13, 2020, Michael Yorke has stepped down as the Chief Executive Officer ("CEO") of the Company and that Arif Merali has been appointed as the Company's interim CEO. Mr. Yorke remains a director of the Company. The Company wishes to thank Mr. Yorke for his contributions as CEO.The Company also announces that the effective date of the proposed consolidation of its issued and outstanding common shares (the "Consolidation") has been amended from January 15, 2020 to January16, 2020. In connection therewith, the Company also announced that it expected to change its name to "Vert Infrastructure Corp" and, effective at the commencement of trading following the proposed Consolidation, that it expected to trade its common shares under the new stock symbol "VVV". The Company wishes to clarify that the suffix "Corp" was announced in error as the Company's name is expected to be changed to "Vert Infrastructure Ltd."

1.12 Critical Accounting Estimates

The preparation of condensed consolidated interim financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that are based on historical experience and various other factors that are believed to be reasonable under the circumstances, the results of which affect the application of accounting policies and the reported amounts of assets, liabilities and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised and in any future periods affected. The determination of listing expense, valuation of shares and warrants deemed issued in connection with the reversed acquisition, and the assumptions and models used for estimating fair value for share-based payment transactions constituted significant areas of estimates.

Critical judgements in applying accounting policies that have the most significant effect on the amounts recognized in the condensed consolidated interim financial statements include the following:

- the determination of whether or not an investment is considered a joint arrangement or an investment in associates
- the collectability of loans and advances
- the determination of deferred income tax assets and liabilities
- the evaluation of the Company's ability to continue as a going concern

1.13 Changes in Accounting Policies

The Company adopted IFRS 16 Leases for the period ended November 30, 2019. The mandatory adoption of the accounting standards and interpretations had no significant impact on the Company's condensed consolidated interim financial statements for the current year or prior year presented.

1.14 Financial Instruments and Other Instruments

The Company is exposed to varying degrees to a variety of financial instrument related risks:

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge any obligations. The Company's cash, amounts due from associates and receivables are exposed to credit risk. The Company reduces its credit risk on cash by placing these instruments with institutions of high credit worthiness and the loans and advances will be secured by the assets of associates which mitigates the credit risk.

Fair value

The carrying value of cash approximated the fair value because of the relatively short-term nature of these instruments.

Interest rate risk

Interest rate risk is the risk the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Financial assets and liabilities with variable interest rates expose the Company to cash flow interest rate risk. The Company does not hold any financial liabilities with variable interest rates. The Company does maintain bank accounts which earn interest at variable rates but it does not believe it is currently subject to any significant interest rate risk.

Liquidity risk

The Company's ability to continue as a going concern is dependent on management's ability to raise required funding through future equity issuances and through short-term borrowing. The Company manages its liquidity risk by forecasting cash flows from operations and anticipating any investing and financing activities. Management and the Board of Directors are actively involved in the review, planning and approval of significant expenditures and commitments.

Financial assets and liabilities measured at fair value are classified into one of three levels in the fair value hierarchy according to the relative reliability of the inputs used to estimate the fair values. The three levels of the fair value hierarchy are:

- Level 1 – Unadjusted quoted prices in active markets for identical assets or liabilities;
- Level 2 – Inputs other than quoted prices that are observable for the asset or liability either directly or indirectly; and
- Level 3 – Inputs that are not based on observable market data.

The fair value of loan and advances and accounts payable approximate fair value due to the short-term nature of the financial instruments. Cash is classified as fair value through profit or loss and is measured using level 1 inputs of the fair value hierarchy.

1.15 Other MD&A Requirements

Disclosure of Outstanding Share Data

a. Authorized:
   Unlimited common shares with no par value

b. Common shares issued and outstanding:

Balance, November 30, 2019	11,446,091
Balance, January 24, 2020	11,446,091

As of this reporting date, there were 419,010 common shares held in escrow.

1.16 Commitments and Contingencies

- On August 14, 2018, the Company signed a Letter of Intent with Naturally Splendid Enterprises for development and manufacturing of various products and beverages.

- As described in Note 4 of the condensed consolidated interim financial statements for the period ended November 30, 2019, the Company has committed to providing advances to its associates.

- During the quarter ended November 30, 2019, a lawsuit was filed against the Company by a former contractor and trades person. Since it presently is not possible to determine the outcome of this matter, no provision has been made in the financial statements. The resolution could have a significant effect on the Company's earnings in the year that a determination is made; however, in management's opinion, the final resolution of all legal matters will not have a material adverse effect on the Company's financial position.

Risk Factors

The Company is focused on more select market introduction and development. The failure to generate future sales in the Company's main products could have a significant and adverse affect on the Company.

The Company success will depend in large measure on certain key personnel. The loss of the services of such key personnel could have a material adverse affect on the Company. The Company does not anticipate having key person insurance in effect for management. The contributions of these individuals to the immediate operations of the Company are of central importance. In addition, there can be no assurance that the Company will be able to continue to attract and retain all personnel necessary for the development and operation of its business.

The Company has incurred a net loss for the period ended November 30, 2019 of $6,319,146 and has a deficit of $22,417,438 Management is continuing efforts to attract additional equity and capital investors and implement cost control measures to maintain adequate levels of working capital. Nevertheless, there can be no assurance provided with respect to the successful outcome of these ongoing actions. If the Company is unable to obtain additional financing on reasonable terms, the Company may be required to curtail or reduce its operations to continue as a going concern.

In addition, the Company's limited working capital could affect the Company's ability to seize upon opportunities requiring investment, or to reinvest in its products in a timely manner.

TAB 3

Court File No. CV-20-00642256-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 16TH
	)	
JUSTICE BARBARA A. CONWAY	)	DAY OF JUNE, 2020

KW CAPITAL PARTNERS LIMITED

Applicant

- and -

VERT INFRASTRUCTURE LTD.

Respondent

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing KSV Kofman Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Vert Infrastructure Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day by judicial videoconference via Zoom at Toronto, Ontatio due to the COVID-19 pandemic.

ON READING the affidavit of Yisroel Weinreb affirmed June 1, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, **[the Respondent]** and the Receiver, **[no one appearing for the Respondent although duly served as appears from the affidavit of service of [NAME] sworn [DATE]]** and on reading the consent of KSV Kofman Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that the Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, KSV Kofman Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $150,000, provided that the aggregate consideration for all such transactions does not exceed $300,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, subsection 59(1) of the British Columbia *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including

without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may

consider necessary or desirable, provided that the outstanding principal amount does not exceed $300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

_____

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that KSV Kofman Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Vert Infrastructure Ltd. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of June, 2020 (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded daily not in advance after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

KSV KOFMAN INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

TAB 4

CRevised: January 21, 2014s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario)
Receivercourt File No. ——CV-20-00642256-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	WEEKDAYTUESDAY, THE #16TH
	)	
JUSTICE ——BARBARA A. CONWAY	)	DAY OF MONTHJUNE, 20YR 2020

KW CAPITAL PARTNERS LIMITED

Applicant

PLAINTIFF[1]

Plaintiff

- and -

DEFENDANT

Defendant

VERT INFRASTRUCTURE LTD.

Respondent

ORDER
(appointing Receiver)

THIS MOTION APPLICATION made by the Plaintiff[2] Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the

[1] The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

[2] Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

"CJA") appointing ~~[RECEIVER'S NAME]~~ KSV Kofman Inc. as receiver ~~[~~and manager~~]~~ (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ Vert Infrastructure Ltd. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day ~~at 330 University Avenue,~~ by judicial videoconference via Zoom at Toronto, ~~Ontario~~Ontatio due to the COVID-19 pandemic.

ON READING the affidavit of ~~[NAME] sworn [DATE]~~ Yisroel Weinreb affirmed June 1, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, **[**~~NAMES],~~ **the Respondent]** and the Receiver, **[no one appearing for** ~~[NAME]~~ **the Respondent although duly served as appears from the affidavit of service of [NAME] sworn [DATE]]** and on reading the consent of ~~[RECEIVER'S NAME]~~ KSV Kofman Inc. to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~ Application and the ~~Motion~~ Application is hereby abridged and validated[3] so that ~~this motion~~ the Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~ KSV Kofman Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality

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~~[3] If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.[4] The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $~~_____~~150,000, provided that the aggregate consideration for all such transactions does not exceed $~~_____~~300,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~[~~subsection 59(1) of the British Columbia

~~[4] This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

Personal Property Security Act, or section 31 of the Ontario *Mortgages Act*, as the case may be,[5] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

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[5] If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give

unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless

otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. [6]THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $~~_____~~300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges

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~~[6] Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<@>'.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile

transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

_____

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~KSV Kofman Inc., the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of Vert Infrastructure Ltd. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of ~~_____, 20__~~ June, 2020 (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded ~~[daily][monthly~~ daily not in advance ~~on the _____ day of each month]~~ after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

~~[RECEIVER'S NAME]~~KSV KOFMAN INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

TAB 5

Court File No. [●]

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

KW CAPITAL PARTNERS LIMITED

Applicant

- and -

VERT INFRASTRUCTURE LTD.

Respondent

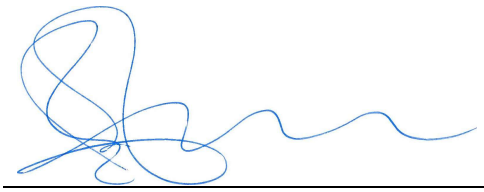
APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 c. C. 43, AS AMENDED.

CONSENT

The undersigned, KSV Kofman Inc., hereby consents to act as receiver and receiver and manager, without security, of all assets, undertakings and properties of Vert Infrastructure Ltd., pursuant to the provisions of subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and the terms of an order substantially in the form filed in the above proceeding.

DATED at Toronto, this 10th day of June, 2020.

KSV KOFMAN INC.

by 

Name: Robert Kofman
Title: President

KW CAPITAL PARTNERS LIMITED and **VERT INFRASTRUCTURE LTD.**

Applicant Respondent

APPLICATION UNDER SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990 c. C. 43, AS AMENDED

Court File No. CV-20-00642256-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

APPLICATION RECORD

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KW Capital Partners Limited