

NOTIFICATION OF DISPOSITION OF COLLATERAL

Date: February 11, 2023

To: Grow Glide Inc.
485A Rivera St
Riverside, CA 92501
Attn: Mr. Travis Schwartz

-and-

Grow Glide Inc.
301 Red River Cir. Trl.
Highland Village, TX 75077
Attn: Mr. Travis Schwartz

Name of Lender: Bespoke Financial, Inc.
Attn: Brett M. Haywood
Vice President, Corporate Counsel
1043 12th Street, #5
Santa Monica, CA 90403
brett@bespokefinancial.com

Name of Debtor: Grow Glide Inc., a Delaware Corporation

PLEASE TAKE NOTICE THAT THE ASSETS DESCRIBED BELOW WILL BE SOLD TO THE BIDDER WITH THE HIGHEST OR OTHERWISE BEST BID FOR CASH IN ONE OR MORE PUBLIC SALES, AS APPLICABLE, FROM TIME-TO-TIME

Dear Mr. Schwartz,

Reference is made to that certain Loan and Security Agreement, dated as of June 24, 2022 (as amended and in effect from time to time, the "Loan Agreement"), between Bespoke Financial, Inc., as lender ("Lender"), and Grow Glide Inc., as borrower ("Borrower"). Based upon the occurrence, existence and continuance of certain Events of Default under the Loan Agreement, as made known to the Borrower via letters delivered by the Lender, pursuant to Section 9-611 of the California Uniform Commercial Code (the "UCC"),¹ we hereby give you notice that the Lender intends to conduct an auction of the Collateral,² in the following manner (the "Auction"):

Assets: "Assets" as used herein, means the Collateral³ of the Lender that includes all or any portion of Borrower's Accounts, Chattel Paper, Goods (including Inventory and Equipment), Instruments, Investment Property, Documents, and General Intangibles, Letter of Credit

¹ Both Section 30 of the Loan Agreement and Section 43 of the Business Loan and Security Agreement, dated as of September 13, 2022 (the "ACH Capital Agreement"), with ACH Capital West, LLC ("ACH Capital") (the "ACH Loan") elect California as the governing law. The Uniform Commercial Code notice provisions governing notice are substantially similar in Texas and Delaware.

² All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

³ References to categories of certain property (e.g., equipment, inventory, cash proceeds, accounts, general intangibles, goods, etc.) shall bear the meanings assigned to such property descriptions under Section 9-102 of the Uniform Commercial Code.

Rights, Commercial Tort Claims, Deposit Accounts (including without limitation, any Controlled Deposit Account), and the proceeds thereof as well as any rights the Lender may have under the Suretyship Indemnification and Security Agreement, dated as of June 24, 2022 (as amended and in effect from time to time, the “Indemnity”), between the Indemnitor (as defined in the Indemnity) and Lender (collectively, the “Assets”). A general list of Assets is attached hereto as **Exhibit A**.

Day and Date: Auction date – February 23, 2023, at 10:00 a.m. (Prevailing Central Time).

One or more of the Assets described above may be sold at any time on and after February 23, 2023 @ 10:00 a.m. (Prevailing Central Time), at one or more public sales conducted from time-to-time by Lender and the auctioneer, PPL Auctions (the “Auctioneer”), as applicable. If you are interested in any details concerning the disposition of the above-referenced Assets, you should contact the undersigned counsel for Lender or the Auctioneer, at the contact information provided herein as soon as possible to obtain further details regarding the sale dates and times of one or more items of the Assets.

The opening bid at Auction will be set at an amount equal to a Stalking Horse bid determined by the Lender in advance of the auction, as agreed to pursuant to the term sheet the Lender executed with the Stalking Horse (the “Opening Bid”). The Opening Bid will be disclosed to all interested parties who have been deemed qualified bidders no less than one day prior to the Auction. The minimum overbid at Auction will be \$4,455,000 (the “Minimum Overbid”). Following the Minimum Overbid, bid increments will start at \$25,000, provided that bid increments may be changed by the Auctioneer in its discretion. At Auction, a bidder may bid on portions of the Assets, and may be selected as the winning bidder to the extent a bidder is willing to offer a higher or otherwise better bid, in the Auctioneer’s reasonable discretion. These procedures shall be subject to the Auctioneer’s right to modify such procedures in its reasonable business judgment.

Place: Interested parties can visit www.pplauctions.com for information and find out how to register to participate in the Auction, as well as review a further description of the Assets. One or more pieces of the Assets are currently located at 940 Masch Branch Rd, Denton, TX 76207. For more information, interested parties can also contact the Auctioneer by telephone: attn. – Barret Arthur at PPL Auctions – 224-927-5318 or e-mail at barret@pplgroupllc.com.

Notice to the general public will also be provided by the Auctioneer. We also request that you direct any entities that you believe may be interested in purchasing any of the Assets to the Auctioneer.

Any time on and after February 23, 2023 @ 10:00 a.m. (prevailing Central Time), any Assets described and identified herein that are not disposed of at Auction, may be sold at one or more public and/or private sales conducted from time-to-time at such other and further locations, auctions, and/or methods as Lender determines appropriate. If you are interested in any details concerning the disposition of the above-referenced Lender described and identified herein, you should contact Lender’s undersigned counsel at the contact information provided herein as soon as possible to obtain further details regarding the location(s) of the proposed sale(s) of the Assets listed hereinabove.

You are entitled to an accounting of the unpaid indebtedness secured by the Assets that Lender intends to sell for a charge of \$100.00. You may request an accounting by calling Lender's counsel at the number indicated herein.

Very truly yours,

By: /s/ Kizzy L. Jarashow
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Highland Village, TX 75077
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Exhibit A

1. All accounts or notes receivable held by Grow Glide, and any security, claim, remedy or other right related to any of the foregoing,
2. All cash and cash equivalents.
3. The Grow Glide's Employee Retention Credits.
4. That Convertible Promissory Note, dated April 7, 2022, written by Integrated Hydro Solutions Inc. to pay Grow Glide.
5. That Joint Marketing Agreement, effective as of December 20, 2022, between FolioGrow, LLC and Grow Glide.
6. All inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories.
7. Cash related to the Bell Savings output bond in escrow, any loans to Grow Glide executives and any security deposits.
8. All furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property, except for the Subaru car, Dodge Ram truck and Mercedes Sprinter Van.
9. All permits which are held by Grow Glide and required for the conduct of the Business as currently conducted or for the ownership and use of the purchased Assets.
10. All rights to any claim, action, cause of action or similar demand or inquiry, of any nature available to or being pursued by Grow Glide to the extent related to the business of Grow Glide or the purchased Assets, whether arising by way of counterclaim or otherwise, *provided that* any such claim, action, cause of action, or similar demand or inquiry shall only be included if they arise out of the purchased Assets.
11. All prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of taxes), except repaid expenses relating to general liability insurance.
12. All of Grow Glide's rights under warranties, indemnities and all similar rights against third parties to the extent related to any purchased Assets.
13. Any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) patents; (b) trademarks; (c) copyrights; (d) internet domain names and social media account or user names, whether or not trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all patents, registrations, applications for registration, and renewals thereof; (g) trade secrets; (h) software; and (i) all other intellectual or industrial property and proprietary rights, that, in each case, is owned by Grow Glide and used or held for use in the conduct of the business of Grow Glide as currently conducted, together with all (i) royalties, fees, income, payments, and other

proceeds now or hereafter due or payable to Grow Glide with respect to such intellectual property; and

(ii) claims and causes of action with respect to such intellectual property, whether accruing before, on, or after the date hereof/accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof (collectively the “Intellectual Property Assets”).

14. Originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, database and systems information, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any governmental authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Intellectual Property Assets.
15. All goodwill and the going concern value of the business of Grow Glide.