E.6 Option to Purchase

Provided:

E.6.1 the Tenant has elected to expand the Tenant Areas to include the Expansion Land pursuant to Section E.5 above; and

E.6.2 the Tenant duly and regularly pays Basic Rent with respect to the Tenant Areas;

the Tenant shall have an option to purchase the Tenant Areas exercisable by delivering to the Landlord written notice of such election within fifteen (15) days following the commencement of the Tenth (10th) Year of the Term and within fifteen (15) days following the commencement of the Fifteenth (15th) Year of the Term at the greater of the:

E.6.3 then current fair market value of the Tenant Areas; and

E.6.4 the aggregate of:

E.6.3.1 $24,269,180, being the value of the Tenant Areas including the warehouse building referred to in Section 1;

E.6.3.2 if the Landlord constructs the Additional Building pursuant to Section E.5, all out of pocket expenses incurred by the Landlord to construct the Additional Building; and

E.6.3.3 if the Landlord is able to obtain subdivision approval for the Tenant Areas, all out of pocket expenses incurred by the Landlord with respect to such subdivision; and

E.6.3.4 if the Landlord is unable to obtain subdivision approval for the Tenant Areas and the Tenant elects to purchase the Lands pursuant to this Section E.6, an additional $6,500,000.00, being the value of the Side Land.

If the Tenant elects to purchase the Tenant Areas, and no separate title(s) for the Tenant Areas exist, the Landlord shall use all reasonable efforts to obtain subdivision approval for the Tenant Areas to create such separate title(s). If the Landlord is unable to obtain subdivision approval, the Landlord shall advise the Tenant of the same and the Tenant shall have thirty (30) days thereafter to elect by notice in writing to the Landlord to elect to withdraw its election failing which notice the election shall be deemed to have been made with respect to the whole of the Lands and the Tenant shall be bound to purchase and the Landlord shall be bound to sell the whole of the Lands subject to any existing lease of the Side Lands or any portion thereof.

In the event the Landlord and the Tenant are unable to agree upon the fair market value of the Tenant Areas or the Lands as the case may be within the ninety (90) days period following the date the Tenant delivers the notice set out herein, either the Landlord or the Tenant may by notice in writing to the other require that such fair market value be determined by arbitration conducted by one (1) arbitrator pursuant to the *Arbitration Act* (Alberta).

E.7 Right to Terminate

The Tenant may, at any time during the Term, elect to surrender its rights to the Office Space and decrease the Rentable Area by Three Thousand Five Hundred (3,500) square feet by delivering a minimum of ninety (90) days' written notice of the same to the Landlord and surrendering possession of the Office Space to the Landlord on or before the date immediately following the expiry of the ninety (90) day notice period (the "Effective Date"). On the Effective Date, the Rentable Area shall be deemed to be One Hundred Eleven Thousand Six Hundred and Eighty-six (111,686) square feet. The Tenant may, following the Effective Date, require the Landlord to remove the Office Space from the Lands by delivering written notice of the same to the Landlord and the Landlord shall remove the Office Space from the Lands within three (3) months following its receipt of such written request.

E.8 Additional Deposit

In addition to the Deposit, the Tenant shall pay to the Landlord prepaid rent in the amount of Three Hundred Thousand ($300,000.00) Dollars (the "Prepaid Rent") to be paid as follows:

E.8.1 One Hundred Thousand ($100,000.00) Dollars on the first day of the Fourth (4th) month following the Commencement Date;

E.8.2 One Hundred Thousand ($100,000.00) Dollars on the first day of the Eighth (8th) month following the Commencement Date; and

E.8.3 One Hundred Thousand ($100,000.00) Dollars on the first day of the Twelfth (12th) month following the Commencement Date.

The Prepaid Rent shall be applied toward the Basic Rent and Additional Rent payable by the Tenant during the first Three (3) months of the Sixth (6th) Year of the Term.

E.9 Inspections

The Landlord shall be entitled to conduct an inspection of the Tenant Areas a minimum of once per quarter during the Term and any Renewal Term by providing three (3) days' notice of the same to the Tenant. The Landlord may retain an inspector, chosen by the Landlord in its sole discretion, to conduct the inspection and the Tenant shall reimburse the Landlord on demand for one half (1/2) of the cost of each such inspection to a maximum of one inspection per quarter and to a maximum annual cost to the Tenant of Three Thousand ($3,000.00) Dollars for inspections conducted at the request of the Landlord pursuant to this Section E.9.

E.10 Cranes

The Tenant shall not use or in any way access the cranes located on the Tenant Areas which shall be decommissioned by the Landlord as part of the Landlord's Work.

E.11 Guarantee and Collateral Security

The Tenant shall cause 1079352 Alberta Ltd. (the "Guarantor"):

E.11.1 to execute in favour of and deliver to the Landlord, concurrently with the execution and delivery of the Lease, a guarantee (the "Guarantee") with respect to the observance and performance of all terms and conditions of the tenant pursuant to the Lease;

E.11.2 to deliver, or where required to execute in favour of and deliver to, the Landlord such collateral security for the obligations of the Guarantor pursuant to the Guarantee (the "Collateral Security") as and when required pursuant to this Lease and the Guarantee including without limitation, concurrently with the execution and delivery of the Lease, executing and delivering the following Collateral Security:

> **E.11.2.1** a mortgage (the "Collateral Mortgage") against those lands registered in the name of the Guarantor and described as Plan 5049HW Block 20 Lot 13 EXCEPTING THEREOUT ALL MINES AND MINERALS (the "Mortgaged Lands") which mortgage shall be submitted for registration by the Landlord at the cost of the Guarantor subject only to the prior registration, if subsisting, of the following instruments:
>
> > **E.11.2.1.1** Mortgage 122 259 803;
> > **E.11.2.1.2** Caveat 122 259 804;
> > **E.11.2.1.3** Caveat 152 280 024;
> > **E.11.2.1.3** Caveat 152 293 327;
>
> **E.11.2.2** an assignment of sale proceeds (the "Collateral Assignment") further charging the Mortgaged Lands, a caveat of the Landlord with respect to such assignment to be submitted for registration by the Landlord at the cost of the Guarantor and to be submitted for registration concurrently with and immediately following the Collateral Mortgage;

E.11.3 to deliver to the Landlord concurrently with the execution and delivery of this Lease a registrable postponement granted by Prospect Financial Inc., postponing its interest in the mortgage and caveat registered against the Mortgaged Lands as instrument numbers 122 259 803 and 122 259 804 in favour the Collateral Mortgage and the caveat of the Landlord respecting the Collateral Assignment, such postponement to be in the form attached hereto as Schedule F with such changes as may be agreed to by the Landlord which postponement shall be submitted for registration by the Landlord at the cost of the Guarantor;

E.11.4 to obtain from and to register against the Mortgaged Lands on or before the Condition Date referred to in Section E.13 a discharge granted by Julie Potestio and 954477 Alberta Ltd. of the caveat re: agreement charging land registered against the Mortgaged Lands as instrument number 152 310 602;

E.11.5 to execute in favour of and deliver to the Landlord, no later than August 1, 2018, as further Collateral Security, an assignment, hypothecation and pledge (the "Hypothecation Agreement") of a guaranteed investment certificate (the "GIC") issued by a chartered bank in the amount of Five Hundred Thousand ($500,000.00) Dollars and otherwise registered in the name of the Guarantor. Provided that no demand has been made pursuant to the Guarantee as at the date the GIC is assigned, hypothecated or pledged in favour of the Landlord as required pursuant to this Section E.11, the Landlord shall discharge the Collateral Mortgage and the caveat respecting the Collateral Assignment. If the Landlord has not prior to the expiry of the tenth (10th) year of the Term been entitled to re-enter the Tenant Areas pursuant to Section 33 of the Lease more than three (3) times and no subsisting demand exists pursuant to the

Guarantee, the Landlord shall, at that time, release any unrealized interest it has in the GIC and the Guarantor shall have no further liability pursuant to the Guarantee. If the interest of the Landlord in the GIC is not releasable pursuant to the foregoing sentence, the Landlord shall not be required to release the same until the expiration of the initial Term and only if no subsisting demand exists pursuant to the Guarantee;

E.11.6 to observe and perform the terms and conditions of the Guarantee and the Collateral Security required to be observed and performed by the Guarantor.

The form of each of the Guarantee, the Collateral Mortgage, the Collateral Assignment and the Hypothecation Agreement shall be as required by the Landlord.

The liability of the Guarantor to the Landlord pursuant to the Guarantee shall be limited to an amount equal to One Million ($1,000,000.00) Dollars together with interest and costs as provided in the Guarantee. If the Guarantor executes and delivers the assignment of GIC referred to in Section E.11.1.5 and is entitled to a discharge of the Collateral Mortgage and the Collateral Assignment as provided in Section E.11.1.5, the liability of the Guarantor thereafter pursuant to the Guarantee shall be reduced to Five Hundred Thousand ($500,000.00) Dollars together with interest and costs as provided in the Guarantee.

E.12 Tenant's Share of Real Property Taxes and General Operation and Maintenance Costs

The Tenant's share of Real Property Taxes and General Operation and Maintenance Costs shall not exceed Two Dollars and Eight Cents ($2.08) per Rentable Area for the 2018 calendar year.

E.13 Tenant Obligation

The Tenant shall ensure that on or before December 23, 2017 or such later date as specified by the Landlord in writing:

E.13.1 the Collateral Mortgage shall be registered against the Mortgaged Lands subject only to those prior registrations identified in Section E.11.2.1;

E.13.2 the caveat respecting the Collateral Assignment shall be registered against the Mortgaged Lands subject only to those prior registrations contemplated in Section E.11.2.1 and the Collateral Mortgage;

E.13.3 the postponement referred to in Section 11.3 shall be registered against the Mortgaged Lands as contemplated in Section 11.3;

E.13.4 the Guarantor shall have reimbursed the Landlord for all costs of registering the Collateral Mortgage, the Collateral Assignment and the postponement as required pursuant to Section E.11.2.1, Section E.11.2.2 and Section 11.3;

E.13.5 the discharge referred to in Section 11.4 shall be registered; and

E.13.6 the cheque for One Hundred Thousand ($100,000.00) Dollars provided by the Tenant to the Landlord toward the Deposit pursuant to Section 4 shall have cleared.

SCHEDULE F

POSTPONEMENT

TO: THE REGISTRAR
NORTH ALBERTA LAND REGISTRATION DISTRICT
EDMONTON, ALBERTA

Prospect Financial Inc., (the "Undersigned") hereby agrees as Mortgagee and Caveator under a mortgage and caveat registered the 10th day of August, 2012, in the North Alberta Land Registration District at Edmonton, Alberta, as Instrument Nos. 122 259 803 and 122 259 804 respectively, against the following described lands:

PLAN 5049HW
BLOCK 20
LOT 13
EXCEPTING THEREOUT ALL MINES AND MINERALS

to the postponement of its rights under the mortgage and caveat to the rights in and to a mortgage (collateral to a guarantee) and caveat (assignment of sale proceeds) in favour of Star Prebuilt Homes Ltd. registered in the North Alberta Land Registration District at Edmonton, Alberta, on the _____ day of _____ , 2017 as Instrument Numbers _____ and _____, respectively.

AND THIS POSTPONEMENT is intended to be an absolute postponement to the above-mentioned security, applicable both to moneys already advanced or secured under the Mortgage and also to all moneys which may hereafter be advanced or secured thereunder.

The Undersigned grants full authority to the solicitors for Star Prebuilt Homes Ltd. or their agents to complete this Postponement by inserting herein such dates and registration numbers (even if they are subsequent to the date of execution hereof) as are necessary to permit registration hereof.

IN WITNESS WHEREOF this Postponement has been executed by the Undersigned and the Undersigned has hereunto affixed its corporate seal by the hands of its proper officers authorized in that behalf this ____ day of _____, 2017.

Prospect Financial Inc.

Per: _____

Per: _____

FORM 31.1

LAND TITLES ACT
(Section 152.3)

AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY

I, _____, of the City of Edmonton, in the Province of Alberta,
MAKE OATH AND SAY:

1. I am _____ of Prospect Financial Inc. named in the within or annexed instrument.

2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at the City of Edmonton, in the Province of Alberta, this ___ day of _____, 2017.	))))	_____
_____ A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA	)))	

AFFIDAVIT OF EXECUTION FOR WITNESS

CANADA PROVINCE OF ALBERTA TO WIT	)))	I, _____, of the City of Edmonton, in the Province of Alberta MAKE OATH AND SAY THAT:

1. I was personally present and did see _____, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. The same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said persons and the said persons are in my belief of the full age of eighteen years.

SWORN before me at the City of Edmonton, in the Province of Alberta, this ___ day of _____, 2017.	))))	_____
_____ A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA	)))	

Health Canada Santé Canada

PROTECTED B / PROTÉGÉ B

Licence No. - Nº de licence
LIC-NYDY82JLCU-2022-5

LICENCE

This licence is issued in accordance with the *Cannabis Act* and *Cannabis Regulations*

LICENCE

Cette licence est délivrée conformément à la *Loi sur le cannabis* et le *Règlement sur le cannabis*

Licence Holder / Titulaire de la licence :
Freedom Cannabis Inc.

Licensed Site / Lieu autorisé :
9827-279 STREET
ACHESON, AB, CANADA, T7X6J4

The above-mentioned person is authorized to conduct, at the site specified on this licence, the activities listed below for the following licence classes and subclasses.

La personne susmentionnée est autorisée à effectuer, sur le site spécifié sur cette licence, les activités énumérées ci-dessous pour les catégories et les sous-catégories de licence suivantes.

Standard Cultivation

Culture standard

Activities	Activités
• To possess cannabis • To obtain dried cannabis, fresh cannabis, cannabis plants or cannabis plant seeds by cultivating, propagating and harvesting cannabis • For the purposes of testing, to obtain cannabis by altering its chemical or physical properties by any means • To sell cannabis in accordance with subsection 11(5) of the Cannabis Regulations	• Avoir du cannabis en sa possession • Obtenir du cannabis séché, du cannabis frais, des plantes de cannabis ou des graines provenant de telles plantes par la culture, la multiplication et la récolte de cannabis • Afin d'effectuer des essais sur du cannabis, obtenir du cannabis par l'altération, par tout moyen, de ses propriétés physiques ou chimiques • Vendre du cannabis en vertu du paragraphe 11(5) du Règlement sur le cannabis

Conditions	Conditions
The licence holder must meet the requirements set out in the Health Canada document entitled "*Mandatory cannabis testing for pesticide active ingredients - Requirements*".	Le titulaire de la licence doit respecter les exigences énoncées dans le document de Santé Canada intitulé « *Analyse obligatoire du cannabis pour les résidus de principes actifs de pesticides-Exigences* ».

Standard Processing

Transformation standard

Activities	Activités
• To possess cannabis • To produce cannabis, other than obtain it by cultivating, propagating or harvesting it • To sell cannabis in accordance with subsection 17(5) of the Cannabis Regulations	• Avoir du cannabis en sa possession • Produire du cannabis, sauf en l'obtenant par la culture, la multiplication et la récolte • Vendre du cannabis en vertu du paragraphe 17(5) du Règlement sur le cannabis

Conditions	Conditions
The licence holder must meet the requirements set out in the Health Canada document entitled "*Mandatory cannabis testing for pesticide active ingredients - Requirements*".	Le titulaire de la licence doit respecter les exigences énoncées dans le document de Santé Canada intitulé « *Analyse obligatoire du cannabis pour les résidus de principes actifs de pesticides-Exigences* ».
The only cannabis products that the licence holder may sell or distribute to (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis topicals; cannabis extracts; and edible cannabis.	Les seuls produits du cannabis que le titulaire de la licence peut vendre ou distribuer (i) à un titulaire d 'une licence de vente et (ii) à une personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d 'une plante de cannabis; cannabis séché; cannabis frais; cannabis pour usage topique; extrait de cannabis; et cannabis comestible.

This is Exhibit B referred to in the Affidavit (or Statutory Declaration) of John Frank Potestio sworn (or affirmed or declared) before me this 6 day of August, 2024

A Commissioner for Oaths in and for Alberta
JUSTIN A. WILLIAMS
Barrister & Solicitor
Canada

Manager, Controlled Substances and Cannabis Branch
Gestionnaire, Direction générale des substances contrôlées et du cannabis

Conditions	Conditions
The only cannabis products that the licence holder may send or deliver to the purchaser at the request of (i) a holder of a licence for sale, and (ii) a person that is authorized under a provincial Act referred to in subsection 69(1) of the Act to sell cannabis, are as follows: cannabis plants; cannabis plant seeds; dried cannabis; fresh cannabis; cannabis topicals; cannabis extracts; and edible cannabis.	Les seuls produits du cannabis que le titulaire de la licence peut expédier ou livrer à l'acheteur à la demande (i) d'un titulaire d'une licence de vente et (ii) dune personne autorisée sous le régime d'une loi provinciale visée au paragraphe 69(1) de la Loi à vendre du cannabis sont les suivants : plantes de cannabis; graines provenant d'une plante de cannabis; cannabis séché; cannabis frais; cannabis pour usage topique; extrait de cannabis; et cannabis comestible.

Sale for Medical Purposes

Vente à des fins médicales

Activities	Activités
• To possess cannabis • To sell cannabis products in accordance with section 27 and Part 14, Division 1 of the Cannabis Regulations	• Avoir du cannabis en sa possession • Vendre des produits du cannabis en vertu de l'article 27 et la section 1 de la partie 14 du Règlement sur le cannabis

Conditions	Conditions
N/A	nd

Indoor Area(s) / Zone(s) intérieure(s)
The possession of cannabis and the other activities mentioned above are authorized in the following building(s) / La possession de cannabis et les autre activités mentionnées ci-haut sont autorisées dans les bâtiment(s) suivant(s) :

Building 1 (Phase 1)

Effective date of the licence:

This licence is effective as of **January 5, 2023**

Date d'entrée en vigueur de la licence:

Cette licence entre en vigueur à compter du **5 janvier 2023**

Expiry date of the licence:

This licence expires on **March 22, 2027**

Date d'expiration de la licence:

La présente licence expire le **22 mars 2027**

Manager, Controlled Substances and Cannabis Branch

Gestionnaire, Direction générale des substances contrôlées et du cannabis

Health Canada Santé Canada

PROTECTED B / PROTÉGÉ B

Licence No. - Nº de licence
LIC-VDX817T7C7-2022

LICENCE

This licence is issued in accordance with the *Cannabis Act* and *Cannabis Regulations*

LICENCE

Cette licence est délivrée conformément à la *Loi sur le cannabis* et le *Règlement sur le cannabis*

Licence Holder / Titulaire de la licence :
Freedom Cannabis Inc.

The above-mentioned person is authorized to conduct, at the site specified on this licence, the activities listed below for the following licence classes and subclasses:

- Research

La personne susmentionnée est autorisée à effectuer, sur le site spécifié sur cette licence, les activités énumérées ci-dessous pour les catégories et les sous-catégories de licence suivantes :

- Recherche

Site and authorized activities

Site et activités autorisées

Site	Activities	Activités
9827 279 STREET ACHESON, AB, CANADA, T7X6J4	• to possess cannabis for the purpose of research	• aux fins de recherche, avoir du cannabis en sa possession

Conditions

Conditions

This licence is restricted, in addition to all other applicable conditions, in that all research conducted under this licence is based on the Research Protocol "Evaluating the sensory properties of cannabis and cannabis products as well as user preferences for optimization of cannabis production processes" provided to Health Canada on November 24, 2022.	Cette licence est restreinte, en plus des autres conditions qui s'appliquent, du fait que toute la recherche effectuée sous cette licence est basée sur le protocole de recherche « Evaluating the sensory properties of cannabis and cannabis products as well as user preferences for optimization of cannabis production processes », fourni à Santé Canada le 24 novembre 2022.
The maximum quantity of cannabis to be stored for the purpose of research at the address indicated on this licence is: 10,000 g of dried cannabis (or equivalent) at any given time.	La quantité maximale de cannabis pour des fins de recherche qui peut être entreposée à l'adresse indiquée sur cette licence est : 10 000 g de cannabis séché (ou équivalent) en tout temps.
The researcher may only be in possession of cannabis if such possession is to use in accordance with the research protocol submitted.	Le chercheur peut posséder du cannabis seulement si la possession est pour une utilisation en conformité avec le protocole de recherche soumis.
With respect to research involving the administration or distribution of cannabis to human research subjects for assessments of taste, sight, smell or touch of cannabis, in addition to any other conditions listed in this licence, the researcher must meet the requirements set out in the document entitled *Appendix: Additional conditions for licensed researchers administering or distributing cannabis to human research subjects using cannabis obtained from a holder of a licence for processing in the final form of cannabis.*	En ce qui a trait aux recherches qui nécessitent l'administration ou la distribution de cannabis à des sujets de recherche humains à fins d'évaluation de goût, d'apparence, d'odeur ou de propriétés tactiles du cannabis, en plus de tout autres conditions indiquées sur la licence, le chercheur doit rencontrer les exigences énoncées dans le document intitulé *Annexe: Conditions additionnelles pour des titulaires de licence de recherche qui administrent ou distribuent du cannabis à des sujets de recherche humains en utilisant du cannabis qui a été obtenu d'un titulaire d'une licence de transformation sous sa forme finale de cannabis.*
At the end of the research, all cannabis must be destroyed in accordance with s.43 of the *Cannabis Regulations* unless distributed in a manner authorized by the *Cannabis Regulations*.	À la fin de la recherche, tout cannabis doit être détruit en conformité avec l'article 43 du *Règlement sur le cannabis* à moins d'être distribué d'une manière autorisée par le *Règlement sur le cannabis*.

Effective date of the licence:

This licence is effective as of **November 29, 2022**

Date d'entrée en vigueur de la licence:

Cette licence entre en vigueur à compter du **29 novembre 2022**

Expiry date of the licence:

This licence expires on **November 29, 2027**

Date d'expiration de la licence:

La présente licence expire le **29 novembre 2027**

Acting Director, Licencing and Security, Controlled Substances and Cannabis Branch

Directeur par intérim, Licences et sécurité, Direction générale des substances contrôlées et du cannabis

Canada

This is Exhibit C referred to in the Affidavit (or Statutory Declaration) of John Frank Potesto sworn (or affirmed or declared) before me this 6 day of August, 2024.

A Commissioner for Oaths in and for Alberta

JUSTIN A. WILLIAMS
Barrister & Solicitor

Freedom Cannabis Inc.
Balance Sheet
As of December 31, 2023

		Jan - Dec. 2023
Assets		
Current Assets		
Cash and Cash Equivalent		
10000 ATB - Flex Fit Business(#00753301200)		1,243,839.02
10005 BOAZ Cash Account		0.00
10010 ATB T-bill Savings Account		0.00
10100 Held in Trust with Lawyer - Shares		0.00
10110 Held in Trust with Lawyer - Visionstate		0.00
10120 Trust Account (#00774281979)		0.00
10130 Unlimited Business Banking		0.00
10910 Undeposited Funds		0.00
Total Cash and Cash Equivalent	$	**1,243,839.02**
Accounts Receivable (A/R)		
10200 Accounts Receivable		715,509.32
10210 Allowance for doubtful accounts (AFDA)		0.00
Total Accounts Receivable (A/R)	$	**715,509.32**
10215 BOAZ Accounts Receivable		0.00
10220 Other - A/R		0.00
10230 Loans to Edgewood		0.00
10300 Damage Deposit		0.00
10310 Employee Advances		1,000.00
10500 Inventory		0.00
10510 Inventory - Consignment		0.00
10520 Inventory - Funded by JL Legacy		14,694.69
10530 Inventory - Seeds		8,952.00
10540 Inventory - Other		7,899.40
10550 Inventory - Packaging		130,491.00
10560 Inventory - WIP		2,671,238.41
10570 Inventory - Purchased Inventory		176,065.95
10580 Inventory - Processed Inventory		0.00
Total 10500 Inventory	$	**3,009,341.45**
10531 BOAZ Net - Inventory Seeds		0.00
10532 BOAZ WIP Inventory		44,000.00
10551 BOAZ Net Inv Packaging/Prerolls/Etc		0.00
10561 BOAZ Inventory - Oil		0.00
10571 Purchased Inventory		2,883,600.13
10700 Prepaid Expenses		
10720 Prepaids - Dues & Subscriptions		2,654.77
10730 Prepaids - Insurance		0.00

10740 Prepaids - Other		319,350.40
Total 10700 Prepaid Expenses	$	**322,005.17**
10701 BOAZ Prepaid Expenses		0.00
10900 Uncategorized Asset		896.57
12000 Biological Asset		344,604.00
14000 BOAZ Goodwill		0.00
Total Current Assets	$	**8,564,795.66**
Non-current Assets		
Property, plant and equipment		
13000 Buildings and Improvements		36,745,375.83
18000 Accum. Dep. - Building & Improv.		-8,747,929.80
Total 13000 Buildings and Improvements	$	**27,997,446.03**
13010 Computer equipment		186,080.57
18010 Accum. Dep. - Computer Equip		-162,064.87
Total 13010 Computer equipment	$	**24,015.70**
13020 Growing Equipment		692,708.27
18020 Accum. Dep. - Growing Equip		-458,009.07
Total 13020 Growing Equipment	$	**234,699.20**
13021 BOAZ Net - Equipment		3,000.00
13030 Lab Equipment		1,304,410.37
18030 Accum. Dep. - Lab Equip		-954,200.74
Total 13030 Lab Equipment	$	**350,209.63**
13050 Office Furniture		58,576.74
18050 Accum. Dep. - Furniture		-37,973.19
Total 13050 Office Furniture	$	**20,603.55**
13060 Packaging Equipment		1,270,998.54
18060 Accum. Dep. - Packaging Equip		-840,568.64
Total 13060 Packaging Equipment	$	**430,429.90**
13070 ROU asset - IFRS 16		9,968,246.58
18070 Accum. Dep. - ROU Asset - IFRS16		-2,546,851.86
Total 13070 ROU asset - IFRS 16	$	**7,421,394.72**
13080 Security Equipment		893,952.37
18080 Accum. Dep. - Security Equip		-735,335.39
Total 13080 Security Equipment	$	**158,616.98**
13100 Vehicles		78,092.60
18100 Accum. Dep. - Vehicles		-5,169.00
Total 13100 Vehicles	$	**72,923.60**
13110 Leasehold Improvements		44,143.93
13112 BOAZ Net - Right-of-use Asset		0.00
13120 Computer software		29.82
18120 Accum. Dep - Computer Software		0.00
Total 13120 Computer software	$	**29.82**
13910 Bearer Plants		0.00
Total Property, plant and equipment	$	**36,757,513.06**

10950 Due from Cannabis Tolling Solutions		0.00
10960 Labour - CTS		0.00
10961 10961 WCB - CTS		0.00
Total 10950 Due from Cannabis Tolling Solutions	$	0.00
10970 Due from to ALT Cosmetics		36,248.56
15000 Lease Deposit - IFRS 16		207,454.00
15010 Leasehold Retirement asset		135,435.36
15020 Long term deposits		142,100.00
15021 BOAZ long Term Deposits in Trust		0.00
15030 Security Deposits Asset		500.00
15040 Guarantee Fee		240,000.00
19500 Investment in 2331262 Ab Ltd (Visionstate)		0.00
Total Non Current Assets	$	37,519,250.98
Total Assets	$	46,084,046.64
Liabilities and Equity		
Liabilities		
Current Liabilities		
Accounts Payable (A/P)		
20200 Accounts Payable		3,200,738.65
Accounts Payable (A/P) - USD		0.00
Total Accounts Payable (A/P)	$	3,200,738.65
Credit Card		
20010 ATB MasterCard - 0133		4,204.64
20011 BOAZ Credit Card Payable		0.00
Total Credit Card	$	4,204.64
20201 BOAZ Accounts Payable		0.00
20202 BOAZ Prepaid Sales/Deposits		0.00
20203 BOAZ WCB Payable		0.00
20220 Accrued Liabilities		1,967.22
20221 BOAZ Accrued Payables		0.00
20300 Deferred Revenue		51,057.40
20310 Deferred Subscription Receipts		0.00
20320 Deposit on Rent in Trust		10,000.00
20500 Government Remittances		
20510 Excise Tax Payable		9,511,372.36
20600 GST/HST Payable		-12,370.69
20610 GST/HST Paid/Filed		0.00
20630 GST/QST Payable		-50.68
20900 GST Suspense		59,662.77
Total 20600 GST/HST Payable	$	47,241.40
20700 PST Payable (BC)		0.00
Total 20500 Government Remittances	$	9,558,613.76
20511 BOAZ Excise Tax Payable		0.00
20601 BOAZ GST/HST Payable		0.00

21010 Interest Payable on Class B Debentures		1,443,356.11
21020 Interest Payable - G&J SH Loan		335,822.52
21030 Loan JL Legacy Bridge		0.00
21032 BOAZ Current Portion of GHL Lease		0.00
21033 BOAZ Current Portion - Equipment Lease		0.00
21034 Current Portion Capital Lease		749,546.00
21070 Private Loans Interest payables		0.00
22000 Payroll Liabilities		9,417.16
22010 Garnishment		0.00
22020 Salaries & Wages Payable		4,747.56
22040 Vacation Payable		66,785.98
22050 Benefits Payable		0.00
22060 Source Deduction Payable		0.00
Total 22000 Payroll Liabilities	$	**80,950.70**
22041 BOAZ Vacation Payable		0.00
22061 BOAZ Receiver General		0.00
22080 Trust Accounts - Liabilities		0.00
23041 Unpaid Wages		879,896.70
Total Current Liabilities	$	**16,316,153.70**
Non-current Liabilities		
21040 Loan from G&J Potestio		1,000,000.00
21041 Interest Payable on G&J Potestio Loan		829,123.15
21050 Loan from JL Legacy Ltd.		4,521,843.47
21051 Interest Payable on JL Legacy Loan		2,033,093.18
21052 Admin Fee Payable on JL Legacy Loan		932,347.02
21053 BOAZ ATB Loan		0.00
21054 BOAZ FCC Loan		0.00
21060 Loan from Visionstate Corp		0.00
21061 Interest Payable on Visionstate Loan		0.00
21062 BOAZ OKR Loan Payable		0.00
21080 Loans - J L Legacy Chandos		900,000.00
21081 Interest Payable on JL Legacy Chandos Loan		587,425.63
21090 Promissory Note - Chandos		0.00
21093 Consulting pay JL Legacy		360,000.00
21094 Interest on Consulting pay JL Legacy		96,794.49
21100 Convertible Debentures		0.00
21110 Convertible Debenture $.35		891,885.57
21120 Convertible Debenture $.65 - JL Legacy		2,000,000.00
21130 Convertible Debenture $.10 - JL Legacy		600,000.00
Total 21100 Convertible Debentures	$	**3,491,885.57**
21200 LT interest payable - convertible debentures		64,937.50
21500 Lease Obligation - IFRS 16		7,922,546.21
21501 BOAZ GHL Lease Liability		0.00
21600 Leasehold Retirement Obligation		445,544.60

21700 Enmax Solar Project Lease		1,513,239.13
21710 BOAZ Equipment Lease		0.00
21800 Financed 2021 Ford E-Series		51,492.55
23000 Shareholder Loans		327.65
23010 Adv to/from 1079352/954477 AB Ltd. (J&J)		0.00
23020 Adv to/from 2053304 AB Ltd. (T.D.)		0.00
23040 Other - Shareholder Loan		557,568.79
23050 Adv to/from 2060403 AB Ltd. (J&J)		832.49
Total 23000 Shareholder Loans	$	**558,728.93**
23060 Loan for Excise Bond		100,000.00
Total Non-current Liabilities	$	**25,409,001.43**
Total Liabilities	$	**41,725,155.13**
Equity		
30000 Capital Stock		
30010 Capital stock - fees paid		-840,634.40
30020 Founders' shares @ $0.01/share		211,000.00
30030 Shares @ $0.05/share		774,579.00
30035 30035 Shares @ $0.20/share		20,000.00
30040 Shares @ $0.25/share		2,420,995.17
30050 Shares @ $0.35/share (round 1)		17,741,485.05
30060 Shares @ $0.60/share (round 2)		23,437,792.39
30070 Shares @ $1.00 to Chandos		375,944.00
30080 Shares @ $0.10 to JL Legacy		2,182,728.41
30090 Shares @ $0.125/share		483,849.50
Total 30000 Capital Stock	$	**46,807,739.12**
30100 Capital reserve for $0.05 options		1,290,484.00
30109 Capital reserve for $0.125 options		57,729.87
30110 Capital reserve for $0.35 options		151,271.00
30120 Capital reserve for $0.60 options		4,389,683.00
30130 Reserve capital stock warrants with $0.60 shares		4,030,270.00
30140 Share Based Pmt Reserve		-334,786.10
30150 Share Based Pmt Reserve $0.05 Options		350,114.00
30160 Share Based Pmt Reserve $0.35 Options		-361,529.00
Total 30140 Share Based Pmt Reserve	-$	**346,201.10**
30170 Share Capital - Options Exercised		-447,329.00
30180 Adjustment for extinguishment		310,735.71
30200 Share Premium - Equity Conversion		102,276.89
30210 Share premium		69,033.85
31200 Opening Balance Equity		0.00
31900 Capital Reserve - Boaz		297,047.96
34000 Warrants		237,919.00
Retained Earnings		-42,992,594.30
Profit for the year		-9,599,174.49
Total Equity	$	**4,358,891.51**

Total Liabilities and Equity	**$ 46,084,046.64**

	2023
Revenues	
Sales	12,634,084
Excise Tax	-4,616,677
Total revenues	**8,017,407**
COGS	
Change in FV realized through inventory	0
Cost of Goods Sold	9,638,260
Impairment	0
Total COGS	**9,638,260**
Gross margin	-1,620,853
Expenses	
Amortization	236,365
Accretion expense	0
Advertising and promotion	157,866
Bad debts	-2,130
Business taxes and licences	643,692
Computer software	101,826
Donations	0
Dues and memberships	44,547
Insurance	540,387
Interest and bank charges	1,013,251
Interest on long-term debt	3,676,952
Meals and entertainment	29,333
Office	120,301
Professional development	8,428
Professional fees	556,795
Facility operating ccosts	0
Repairs and maintenance	367
Salaries, wages and benefits	967,499
Security	451
Telephone and internet	33,882
Travel	8,594
Utilities	164,655
Vehicle expenses	1,564
Share-based compensation	0
Total expenses	**8,304,625**
Net loss (inc) before other inc (exp)	-9,925,478
Other income (expense)	

Disposal of 1. Assets2	0
Gain (Loss) Disposal of Assets	6,369
Gain (Loss) Convertible Debenture Conversion	0
Gain (Loss) on Extinguishment of Debt	0
Gain (Loss) on Settlement of Debt	0
Interest Income	5,530
Other Income	13,211
Rental Income	319,000
Restructuring fees	-17,805
Total other inc (exp)	**326,305**
Net income (loss) before taxes	**-9,599,173**
Income Taxes	0
Net income (loss) after taxes	-9,599,173

This is Exhibit D referred to in the Affidavit (or Statutory Declaration) of John Frank Potestio sworn (or affirmed or declared) before me this 6 day of August, 2024

A Commissioner for Oaths in and for Alberta

JUSTIN A. WILLIAMS
Barrister & Solicitor

Freedom Cannabis Inc.
Balance Sheet
As of July 31, 2024

	Jan - Jul., 2024
Assets	
Current Assets	
Cash and Cash Equivalent	
10000 ATB - Flex Fit Business(#00753301200)	-46,905.62
10005 BOAZ Cash Account	0.00
10010 ATB T-bill Savings Account	0.00
10015 Servus pay as you go 0755	30,198.92
10100 Held in Trust with Lawyer - Shares	0.00
10110 Held in Trust with Lawyer - Visionstate	0.00
10120 Trust Account (#00774281979)	0.00
10130 Unlimited Business Banking	0.00
10910 Undeposited Funds	0.00
Total Cash and Cash Equivalent	**-$ 16,706.70**
Accounts Receivable (A/R)	
10200 Accounts Receivable	2,210,996.60
10210 Allowance for doubtful accounts (AFDA)	0.00
Accounts Receivable (A/R) - USD	0.00
Total Accounts Receivable (A/R)	**$ 2,210,996.60**
10215 BOAZ Accounts Receivable	0.00
10220 Other - A/R	-9,737.99
10230 Loans to Edgewood	0.00
10300 Damage Deposit	0.00
10310 Employee Advances	1,000.00
10500 Inventory	0.00
10510 Inventory - Consignment	0.00
10520 Inventory - Funded by JL Legacy	14,694.69
10530 Inventory - Seeds	8,952.00
10540 Inventory - Other	7,899.40
10550 Inventory - Packaging	130,491.00
10560 Inventory - WIP	2,671,238.41
10570 Inventory - Purchased Inventory	176,158.99
10580 Inventory - Processed Inventory	0.00
Total 10500 Inventory	**$ 3,009,434.49**
10531 BOAZ Net - Inventory Seeds	0.00
10532 BOAZ WIP Inventory	44,000.00
10551 BOAZ Net Inv Packaging/Prerolls/Etc	0.00
10561 BOAZ Inventory - Oil	0.00
10571 Purchased Inventory	2,883,600.13
10700 Prepaid Expenses	

10720 Prepaids - Dues & Subscriptions		2,654.77
10730 Prepaids - Insurance		0.00
10740 Prepaids - Other		1.09
Total 10700 Prepaid Expenses	**$**	**2,655.86**
10701 BOAZ Prepaid Expenses		0.00
10900 Uncategorized Asset		4,510.48
12000 Biological Asset		344,604.00
14000 BOAZ Goodwill		0.00
Total Current Assets	**$**	**8,474,356.87**
Non-current Assets		
Property, plant and equipment		
13000 Buildings and Improvements		36,745,375.83
18000 Accum. Dep. - Building & Improv.		-9,596,919.62
Total 13000 Buildings and Improvements	**$**	**27,148,456.21**
13010 Computer equipment		187,780.62
18010 Accum. Dep. - Computer Equip		-170,079.38
Total 13010 Computer equipment	**$**	**17,701.24**
13020 Growing Equipment		713,993.90
18020 Accum. Dep. - Growing Equip		-492,942.71
Total 13020 Growing Equipment	**$**	**221,051.19**
13021 BOAZ Net - Equipment		3,000.00
13030 Lab Equipment		1,304,410.37
18030 Accum. Dep. - Lab Equip		-1,068,688.61
Total 13030 Lab Equipment	**$**	**235,721.76**
13050 Office Furniture		58,576.74
18050 Accum. Dep. - Furniture		-41,519.53
Total 13050 Office Furniture	**$**	**17,057.21**
13060 Packaging Equipment		1,760,218.54
18060 Accum. Dep. - Packaging Equip		-963,409.68
Total 13060 Packaging Equipment	**$**	**796,808.86**
13070 ROU asset - IFRS 16		9,968,246.58
18070 Accum. Dep. - ROU Asset - IFRS16		-2,865,952.53
Total 13070 ROU asset - IFRS 16	**$**	**7,102,294.05**
13080 Security Equipment		893,952.37
18080 Accum. Dep. - Security Equip		-800,144.26
Total 13080 Security Equipment	**$**	**93,808.11**
13100 Vehicles		79,292.59
18100 Accum. Dep. - Vehicles		-6,394.00
Total 13100 Vehicles	**$**	**72,898.59**
13110 Leasehold Improvements		62,193.93
13112 BOAZ Net - Right-of-use Asset		0.00
13120 Computer software		2,656.82
18120 Accum. Dep - Computer Software		0.00
Total 13120 Computer software	**$**	**2,656.82**

13910 Bearer Plants		0.00
Total Property, plant and equipment	$	35,773,647.97
10950 Due from Cannabis Tolling Solutions		30,405.00
10960 Labour - CTS		0.00
10961 10961 WCB - CTS		0.00
Total 10950 Due from Cannabis Tolling Solutions	$	30,405.00
10970 Due from to ALT Cosmetics		121,480.95
10980 Due from Viridis		197,400.61
15000 Lease Deposit - IFRS 16		207,454.00
15010 Leasehold Retirement asset		135,435.36
15020 Long term deposits		142,100.00
15021 BOAZ long Term Deposits in Trust		0.00
15030 Security Deposits Asset		500.00
15040 Guarantee Fee		240,000.00
19500 Investment in 2331262 Ab Ltd (Visionstate)		0.00
Total Non Current Assets	$	36,848,423.89
Total Assets	$	45,322,780.76
Liabilities and Equity		
Liabilities		
Current Liabilities		
Accounts Payable (A/P)		
20200 Accounts Payable		4,208,682.60
Accounts Payable (A/P) - USD		0.00
Total Accounts Payable (A/P)	$	4,208,682.60
Credit Card		
20010 ATB MasterCard - 0133		4,957.55
20011 BOAZ Credit Card Payable		0.00
Total Credit Card	$	4,957.55
20201 BOAZ Accounts Payable		0.00
20202 BOAZ Prepaid Sales/Deposits		0.00
20203 BOAZ WCB Payable		0.00
20220 Accrued Liabilities		1,967.22
20221 BOAZ Accrued Payables		0.00
20300 Deferred Revenue		51,057.40
20310 Deferred Subscription Receipts		0.00
20320 Deposit on Rent in Trust		10,000.00
20500 Government Remittances		
20510 Excise Tax Payable		8,152,416.54
20600 GST/HST Payable		-41,460.50
20610 GST/HST Paid/Filed		0.00
20630 GST/QST Payable		-7,228.47
20900 GST Suspense		25,726.04
Total 20600 GST/HST Payable	-$	22,962.93
20700 PST Payable (BC)		0.00

Total 20500 Government Remittances	$	8,129,453.61
20511 BOAZ Excise Tax Payable		0.00
20601 BOAZ GST/HST Payable		0.00
21010 Interest Payable on Class B Debentures		1,680,656.14
21020 Interest Payable - G&J SH Loan		416,854.00
21030 Loan JL Legacy Bridge		0.00
21032 BOAZ Current Portion of GHL Lease		0.00
21033 BOAZ Current Portion - Equipment Lease		0.00
21034 Current Portion Capital Lease		749,546.00
21070 Private Loans Interest payables		475,000.00
22000 Payroll Liabilities		14,642.79
22010 Garnishment		0.00
22020 Salaries & Wages Payable		-1,919.92
22040 Vacation Payable		105,585.32
22050 Benefits Payable		0.00
22060 Source Deduction Payable		0.00
Total 22000 Payroll Liabilities	$	118,308.19
22041 BOAZ Vacation Payable		0.00
22061 BOAZ Receiver General		0.00
22080 Trust Accounts - Liabilities		0.00
23041 Unpaid Wages		944,194.80
Total Current Liabilities	$	16,790,677.51
Non-current Liabilities		
21040 Loan from G&J Potestio		1,000,000.00
21041 Interest Payable on G&J Potestio Loan		995,366.15
21050 Loan from JL Legacy Ltd.		7,206,145.67
21051 Interest Payable on JL Legacy Loan		2,772,693.00
21052 Admin Fee Payable on JL Legacy Loan		1,207,446.02
21053 BOAZ ATB Loan		0.00
21054 BOAZ FCC Loan		0.00
21060 Loan from Visionstate Corp		0.00
21061 Interest Payable on Visionstate Loan		0.00
21062 BOAZ OKR Loan Payable		0.00
21080 Loans - J L Legacy Chandos		900,000.00
21081 Interest Payable on JL Legacy Chandos Loan		741,409.86
21090 Promissory Note - Chandos		0.00
21093 Consulting pay JL Legacy		430,000.00
21094 Interest on Consulting pay JL Legacy		141,883.37
21100 Convertible Debentures		0.00
21110 Convertible Debenture $.35		891,885.57
21120 Convertible Debenture $.65 - JL Legacy		2,000,000.00
21121 Convertible Debenture $0.05		50,000.00
21130 Convertible Debenture $.10 - JL Legacy		600,000.00
Total 21100 Convertible Debentures	$	3,541,885.57

21200 LT interest payable - convertible debentures		64,937.50
21500 Lease Obligation - IFRS 16		7,922,545.90
21501 BOAZ GHL Lease Liability		0.00
21600 Leasehold Retirement Obligation		445,544.60
21700 Enmax Solar Project Lease		1,452,534.63
21710 BOAZ Equipment Lease		0.00
21800 Financed 2021 Ford E-Series		43,928.56
22950 Due to Cannabis Tolling Solutions		-313.33
23000 Shareholder Loans		1,313.18
23010 Adv to/from 1079352/954477 AB Ltd. (J&J)		0.00
23020 Adv to/from 2053304 AB Ltd. (T.D.)		0.00
23040 Other - Shareholder Loan		525,204.54
23050 Adv to/from 2060403 AB Ltd. (J&J)		832.49
Total 23000 Shareholder Loans	$	**527,350.21**
23060 Loan for Excise Bond		100,000.00
Total Non-current Liabilities	$	**29,493,357.71**
Total Liabilities	$	**46,284,035.22**
Equity		
30000 Capital Stock		
30010 Capital stock - fees paid		-840,634.40
30020 Founders' shares @ $0.01/share		211,000.00
30030 Shares @ $0.05/share		774,579.00
30035 30035 Shares @ $0.20/share		20,000.00
30040 Shares @ $0.25/share		2,420,995.17
30050 Shares @ $0.35/share (round 1)		17,741,485.05
30060 Shares @ $0.60/share (round 2)		23,437,792.39
30070 Shares @ $1.00 to Chandos		375,944.00
30080 Shares @ $0.10 to JL Legacy		2,182,728.41
30090 Shares @ $0.125/share		483,849.50
Total 30000 Capital Stock	$	**46,807,739.12**
30100 Capital reserve for $0.05 options		1,290,484.00
30109 Capital reserve for $0.125 options		57,729.87
30110 Capital reserve for $0.35 options		151,271.00
30120 Capital reserve for $0.60 options		4,389,683.00
30130 Reserve capital stock warrants with $0.60 shares		4,030,270.00
30140 Share Based Pmt Reserve		-334,786.10
30150 Share Based Pmt Reserve $0.05 Options		350,114.00
30160 Share Based Pmt Reserve $0.35 Options		-361,529.00
Total 30140 Share Based Pmt Reserve	-$	**346,201.10**
30170 Share Capital - Options Exercised		-447,329.00
30180 Adjustment for extinguishment		310,735.71
30200 Share Premium - Equity Conversion		102,276.89
30210 Share premium		69,033.85
31200 Opening Balance Equity		80.64

31900 Capital Reserve - Boaz		297,047.96
34000 Warrants		237,919.00
Retained Earnings		-52,591,768.79
Profit for the year		-5,320,226.61
Total Equity	**-$**	**961,254.46**
Total Liabilities and Equity	**$**	**45,322,780.76**

Government of Alberta

Personal Property Registry
Search Results Report

Search ID #: Z17653286

Transmitting Party

WEST-END REGISTRATIONS LICENSING & SEARCHES LTD. (P158)

10011 170 STREET
EDMONTON, AB T5P 4R5

Party Code: 50076967
Phone #: 780 483 8211
Reference #: 05629934-EDD3 5 4527

Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Business Debtor Search For:

FREEDOM CANNABIS INC.

This is Exhibit ...E... referred to in the Affidavit (or Statutory Declaration) of JohnFrank Potestio sworn (or affirmed or declared) before me this ...6... day of August, 20..24

A Commissioner for Oaths in and for Alberta

JUSTIN A. WILLIAMS
Barrister & Solicitor

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches. Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 19062141817
Registration Date: 2019-Jun-21
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2029-Jun-21 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

20090313068	Amendment	2020-Sep-03
24061019196	Renewal	2024-Jun-10

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC. 9827 - 279 STREET ACHESON, AB T7X 6J4	Current

Secured Party / Parties

Block		Status
1	CHANDOS CONSTRUCTION LTD. #2700, 10155 - 102 STREET EDMONTON, AB T5J 4G8	Deleted by 20090313068
2	JL LEGACY LTD. 325, 8170 - 50 STREET EDMONTON, AB T6B 1E6 Email: Tim.Latimer@cashcofinancial.com	Current by 20090313068

Collateral: General

Block	Description	Status
1	ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.	Current

2	PROCEEDS: ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED GOODS, MOTOR VEHICLES, ACCOUNTS, MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INVESTMENT PROPERTY, INSTRUMENTS AND INTANGIBLES AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT, INSURANCE PROCEEDS AND ALL OTHER SUBSTITUTIONS, RENEWALS, ALTERATIONS OR PROCEEDS OF EVERY DESCRIPTION AND OF ANY KIND WHATSOEVER DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALINGS WITH THE GENERAL COLLATERAL OR SERIAL NUMBER COLLATERAL (IF ANY) DESCRIBED ABOVE, OR PROCEEDS THEREFROM.	Current

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 19062142062
Registration Date: 2019-Jun-21
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Amendments to Registration

20090313098	Amendment	2020-Sep-03

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC. 9827 - 279 STREET ACHESON, AB T7X 6J4	Current

Secured Party / Parties

Block		Status
1	CHANDOS CONSTRUCTION LTD. #2700, 10155 - 102 STREET EDMONTON, AB T5J 4G8	Deleted by 20090313098
2	JL LEGACY LTD. 325, 8170 - 50 STREET EDMONTON, AB T6B 1E6 Email: Tim.Latimer@cashcofinancial.com	Current by 20090313098

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 19120930698
Registration Date: 2019-Dec-09
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2024-Dec-09 23:59:59

Exact Match on: Debtor No: 2

Amendments to Registration

19121007479	Amendment	2019-Dec-10

Debtor(s)

Block		Status
1	FREEDOM CANNIBIS INC. 9827-279 STREET ACHESON, AB T7X 6J4	Deleted by 19121007479
2	FREEDOM CANNABIS INC. 9827-279 STREET ACHESON, AB T7X 6J4	Current by 19121007479

Secured Party / Parties

Block		Status
1	NITROTIN INC. 1959 UPPER WATER STREET, SUITE 900 HALIFAX, NS B3J 3N2 Email: klandry@stewartmckelvey.com	Current

Collateral: General

Block	Description	Status
1	A security interest is taken in the following: 1. Pressure Sensitive Labeler Machine for Caps bearing Serial No: LFC20190114; 2. Pressure Sensitive Labeler Machine for Can Body bearing Serial No: LFB20190116; 3. Square Accumulation Table bearing Serial No: SAT20190113; 4. High Volume Fully Automatic Can Sealing Machine bearing Serial No: FHV20190119V; 5. Child Resistant Lid Capping Machine bearing Serial No: FCP40C-20190921A-W-3; 6. Round Accumulation Table bearing Serial No: RAT201905019; 7. Nitrogen Chart Doser bearing Serial No: 31836873; and in all present and after-acquired attachments, accessories, repair parts, accessions thereto and any other goods placed on such collateral and all other goods, machinery and tangible personal property which is now or may hereafter be located at or about 9827 279 Street, Acheson, Alberta, T7X 6J4, and all proceeds thereof of any nature and kind.	Current

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 20012821719
Registration Date: 2020-Jan-28
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2033-Jan-28 23:59:59

Exact Match on: Debtor No: 1

Amendments to Registration

20102918180	Amendment	2020-Oct-29

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC. 9827 279 STREET ACHESON, AB T7X 6J4	Current

Secured Party / Parties

Block		Status
1	STAR PREBUILT HOMES LTD. 1300, 10423 101 STREET EDMONTON, AB T5H 0E7 Email: JSutherland@qualico.com	Current

Collateral: General

Block	Description	Status
1	All present and after acquired personal property, including changes, alterations, additions and improvements, which may from time to time be made to or installed upon, incorporated into or affixed to the lands located at Plan 0725979 Block 1 Lot 1 and all proceeds thereof.	Deleted By 20102918180

2	All present and after acquired personal property, including changes, alterations, additions and improvements, which may from time to time be made to or installed upon, incorporated into or affixed to the lands located at Plan 1923483 Block 1 Lot 2 Excepting thereout all mines and minerals Area: 12.2 Hectares (30.15 acres) more or less and all proceeds thereof.	Current By 20102918180

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 20013029583
Registration Date: 2020-Jan-30
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2025-Jan-30 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC. 54032 RANGE ROAD 262 STURGEON COUNTY, AB T8T 0Z1	Current

Secured Party / Parties

Block		Status
1	JL LEGACY LTD. 325, 8170 - 50 STREET EDMONTON, AB T6B 1E6 Email: Tim.Latimer@cashcofinancial.com	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.	Current

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 20013029595
Registration Date: 2020-Jan-30
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC. 54032 RANGE ROAD 262 STURGEON COUNTY, AB T8T 0Z1	Current

Secured Party / Parties

Block		Status
1	JL LEGACY LTD. 325, 8170 - 50 STREET EDMONTON, AB T6B 1E6 Email: Tim.Latimer@cashcofinancial.com	Current

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 21011312354
Registration Date: 2021-Jan-13
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2031-Jan-13 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC. 9827 - 279 STREET ACHESON, AB T7X 6J4	Current

Secured Party / Parties

Block		Status
1	ARPI'S NORTH INC. 14445 - 123 AVENUE NW EDMONTON, AB T5L 2Y1 Email: Todd.Grundy@arpisnorth.com	Current

Collateral: General

Block	Description	Status
1	ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF WHATSOEVER NATURE AND KIND AND WHERESOEVER SITUATE AND ALL PROCEEDS THEREOF AND THEREFROM, RENEWALS THEREOF, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR (ALL OF WHICH ARE HEREIN COLLECTIVELY THE "PERSONAL PROPERTY COLLATERAL') AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.	Current

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 21102828524
Registration Date: 2021-Oct-28
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2024-Oct-28 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC. 52525 RANGE RD 264 PARKLAND COUNTY, AB T7X3H5	Current

Secured Party / Parties

Block		Status
1	SALT CAPITAL INC. #121,234-5149 COUNTRY HILLS BLVD NW CALGARY, AB T3A5K8 Email: gerry@capitalnow.ca	Current

Collateral: General

Block	Description	Status
1	All present and after acquired personal property as defined by the PPSA including accounts receivable.	Current

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 22100708694
Registration Date: 2022-Oct-07
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2032-Oct-07 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC. 9827-279 ST ACHESON, AB T7X 6J4	Current

Secured Party / Parties

Block		Status
1	BOAZ PHARMACEUTICALS INC. SUITE 1900, 520 - 3RD AVENUE SW CALGARY, AB T2P 0R3 Email: brent.goerz@ccisolutions.ca	Current

Collateral: General

Block	Description	Status
1	ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR. PROCEEDS: GOODS, INVENTORY, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES AND ACCOUNTS (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.	Current

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 22100708759
Registration Date: 2022-Oct-07
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC. 9827-279 ST ACHESON, AB T7X 6J4	Current

Secured Party / Parties

Block		Status
1	BOAZ PHARMACEUTICALS INC. SUITE 1900, 520 - 3RD AVENUE SW CALGARY, AB T2P 0R3 Email: brent.goerz@ccisolutions.ca	Current

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 22112326432
Registration Date: 2022-Nov-23
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2032-Nov-23 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC 9827 279 STREET ARCHESON, AB T7X 6J4	Current

Secured Party / Parties

Block		Status
1	ATB FINANCIAL- COLLATERAL MANAGEMENT 149 3699-63RD AVENUE NE CALGARY, AB T3J 0G7 Phone #: 403 974 3565 Fax #: 403 974 5288 Email: pprnotices@atb.com	Current

Collateral: General

Block	Description	Status
1	All intangibles, instruments, securities and investment property of the debtor.	Current

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 23080408872
Registration Date: 2023-Aug-04
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2029-Aug-04 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC 9827 - 279 STREET ACHESON, AB T7X 6J4	Current

Secured Party / Parties

Block		Status
1	LINDE CANADA INC. 1 CITY CENTRE DRIVE MISSISSAUGA, ON L5B 1M2 Email: khushbu.sharma@linde.com	Current

Collateral: General

Block	Description	Status
1	EQUIPMENT SUPPLIED BY THE SECURED PARTY, CONSISTING OF BULK CRYOGENIC STORAGE TANKS USED FOR THE STORAGE, FILLING AND DELIVERY OF INDUSTRIAL AND MEDICAL GASES INCLUDING, WITHOUT LIMITATION, ARGON, HYDROGEN, CARBON DIOXIDE, NITROGEN, NITROUS OXIDE AND OXYGEN, AND CRYOGENIC FREEZERS, TOGETHER WITH ALL RELATED ACCESSORIES, PARTS, COMPONENTS AND ATTACHMENTS AND ALL PROCEEDS OF OR RELATING TO ANY OF THE FOREGOING AS WELL AS ALL PRESENT OR AFTER-ACQUIRED PROPERTY THAT MAY BE DERIVED FROM THE SALE OR OTHER DISPOSITION OF THE COLLATERAL DESCRIBED HEREIN.	Current

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 23121233796
Registration Date: 2023-Dec-12
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Dec-12 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC 9827 279 STREET ACHESON, AB T7X6J4	Current
2	POTESTIO, GIANFRANCO 54032 RGE RD 262 RANGE STURGEON COUNTY, AB T8T0Z3 Birth Date: 1960-Oct-28	Current

Secured Party / Parties

Block		Status
1	ROYAL BANK OF CANADA 10 YORK MILLS ROAD 3RD FLOOR TORONTO, ON M2P 0A2 Email: albertaprod@teranet.ca	Current

Collateral: Serial Number Goods

Block	Serial Number	Year	Make and Model	Category	Status
1	1FDWE4FK8MDC26602	2021	Ford Transit 350	MV - Motor Vehicle	Current

Business Debtor Search For:
FREEDOM CANNABIS INC.
Search ID #: Z17653286 **Date of Search:** 2024-Jul-31 **Time of Search:** 12:56:16

Registration Number: 24050318806
Registration Date: 2024-May-03
Registration Type: WRIT OF ENFORCEMENT
Registration Status: Current
Expiry Date: 2026-May-03 23:59:59

Issued in Calgary Judicial Centre
Court File Number is 2401-05282
Judgment Date is 2024-Apr-17
This Writ was issued on 2024-May-03
Type of Judgment is Other
Original Judgment Amount: $23,214.77
Costs Are: $764.06
Post Judgment Interest: $0.00
Current Amount Owing: $23,978.83

Exact Match on: Debtor No: 1

Solicitor / Agent

RICHARD N. BILLINGTON, K.C.
SUITE 1910, 717-7TH AVENUE SW
CALGARY, AB T2P 0Z3
Phone #: 403 930 4100 Fax #: 403 930 4110 Reference #: 24001-001
Email: RBillington@billingtonbarristers.com

Debtor(s)

Block		Status
1	FREEDOM CANNABIS INC. 9827 279 ST. ACHESON, AB T7X 6J4	Current

Creditor(s)

Block		Status
1	MNP LTD., TRUSTEE TO NAVAYA INC. SUITE 1910, 717-7TH AVENUE SW CALGARY, AB T2P 0Z3	Current

Email: RBillington@billingtonbarristers.com

Particulars

Block	Additional Information	Status
1	The complete name of the Creditor is MNP Ltd. in its capacity as Trustee to the Bankruptcy of Navaya Inc.	Current

Result Complete

freedom
CANNABIS

Canada Revenue Agency ("CRA")

December 20, 2023

RE: CRA excise tax in arrears and Letter to CRA dated December 7, 2023

Attachments:
Appendix C – Payment Plan for Arrears
Appendix D – Letter from JL Legacy Inc.

Dear Marie,

I hope this letter finds you well. I am reaching out to request your understanding and cooperation in addressing our excise tax obligations with the Canada Revenue Agency.

From our discussions on December 20, 2023, I have attached the following:

a. Appendix C – Payment Plan for Arrears – to outline our proposal for payment on the $8.2M arrears balance; and
b. Appendix D – Letter from JL Legacy Inc. – to outline the release of assets by JL Legacy to the CRA.

We look forward to your positive response and are open to discussing this further if you have any questions or concerns.

Sincerely,

JohnFrank Potestio
CEO of Freedom Cannabis Inc.

Freedom Cannabis
Appendix C - Payment Plan for Arrears

The below is a schedule of proposed payments for the $8.2M of excise tax in arrears:

Date	Payment
31-Jan-24	40,000
29-Feb-24	45,000
31-Mar-24	50,000
30-Apr-24	55,000
31-May-24	60,000
30-Jun-24	65,000
31-Jul-24	70,000
31-Aug-24	110,000
30-Sep-24	110,000
31-Oct-24	115,000
30-Nov-24	115,000
31-Dec-24	165,000
31-Jan-25	150,000
28-Feb-25	150,000
31-Mar-25	150,000
30-Apr-25	150,000
31-May-25	150,000
30-Jun-25	150,000
31-Jul-25	150,000
31-Aug-25	150,000
30-Sep-25	150,000
31-Oct-25	150,000
30-Nov-25	150,000
31-Dec-25	150,000
31-Jan-26	150,000
28-Feb-26	150,000
31-Mar-26	150,000
30-Apr-26	150,000
31-May-26	150,000
30-Jun-26	150,000
31-Jul-26	150,000
31-Aug-26	150,000
30-Sep-26	150,000
31-Oct-26	150,000
30-Nov-26	150,000
31-Dec-26	150,000
31-Jan-27	150,000
28-Feb-27	150,000
31-Mar-27	150,000
30-Apr-27	150,000
31-May-27	150,000
30-Jun-27	150,000
31-Jul-27	150,000
31-Aug-27	150,000
30-Sep-27	150,000
31-Oct-27	150,000
30-Nov-27	150,000
31-Dec-27	150,000
31-Jan-28	150,000
29-Feb-28	150,000
31-Mar-28	150,000
30-Apr-28	150,000
31-May-28	150,000
30-Jun-28	150,000
31-Jul-28	150,000
31-Aug-28	150,000
30-Sep-28	150,000
31-Oct-28	150,000
30-Nov-28	150,000
31-Dec-28	150,000
Total Payments	**8,200,000**

freedom
CANNABIS

Canada Revenue Agency ("CRA")

January 8, 2024

RE: CRA excise tax in arrears and Letter to CRA dated December 7 and December 20, 2023

Attachments: Appendix C - Payment Plan for Arrears - REVISED 01-08-24

Dear Marie,

I hope this letter finds you well. I am reaching out to request your understanding and cooperation in addressing our excise tax obligations with the Canada Revenue Agency.

From our discussions on January 5, 2024:

a. Appendix C – Payment Plan for Arrears - REVISED 01-08-24 is attached to outline our revised proposal for payment on the $8,264,717.67 arrears balance as stated in the December 28, 2023 letter received from the CRA;
b. We will be making an excise payment of $319,205 this week for the November 2023 period; and
c. On May 26, 2023, we applied for an interest and penalty waiver on excise tax and are waiting for a response on the application.

We look forward to your positive response and are open to discussing this further if you have any questions or concerns.

Sincerely,

JohnFrank Potestio
CEO of Freedom Cannabis Inc.

Freedom Cannabis
Appendix C - Payment Plan for Arrears (REVISED 01-08-24)

The below is a schedule of proposed payments for the $8.2M of excise tax in arrears:

Date	Payment
31-Jan-24	100,000
29-Feb-24	100,000
31-Mar-24	100,000
30-Apr-24	100,000
31-May-24	100,000
30-Jun-24	100,000
31-Jul-24	100,000
31-Aug-24	100,000
30-Sep-24	100,000
31-Oct-24	100,000
30-Nov-24	100,000
31-Dec-24	100,000
31-Jan-25	150,000
28-Feb-25	150,000
31-Mar-25	150,000
30-Apr-25	200,000
31-May-25	200,000
30-Jun-25	200,000
31-Jul-25	275,000
31-Aug-25	275,000
30-Sep-25	275,000
31-Oct-25	275,000
30-Nov-25	275,000
31-Dec-25	300,000
31-Jan-26	300,000
28-Feb-26	300,000
31-Mar-26	300,000
30-Apr-26	350,000
31-May-26	350,000
30-Jun-26	350,000
31-Jul-26	375,000
31-Aug-26	375,000
30-Sep-26	375,000
31-Oct-26	400,000
30-Nov-26	400,000
31-Dec-26	464,718
Total Payments	**8,264,718**

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

202202969

ORDER NUMBER: 40271969

This is Exhibit F referred to in the
Affidavit (or Statutory Declaration) of
JohnFrank Potesto
sworn (or affirmed or declared) before me
this 6 day of August, 2024

A Commissioner for Oaths
in and for Alberta

JUSTIN A. WILLIAMS
Barrister & Solicitor

ADVISORY

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GENERAL SECURITY AGREEMENT

THIS GENERAL SECURITY AGREEMENT made effective March 6, 2019, by **FREEDOM CANNABIS INC.** (the "Debtor"), having an address at 52525 Range Road 264, Parkland County, Alberta, T7X 3H5, to and in favour of **JL LEGACY LTD.** (the "Secured Party"), having an address at 325, 8170 – 50 Street, Edmonton, Alberta, T6B 1E6.

1. DEFINITIONS

All capitalized terms used in this Agreement and in any schedules attached hereto shall, except where defined herein, be interpreted pursuant to their respective meanings when used in the Personal Property Security Act of Alberta, as in force at the date of this Agreement, which Act including amendments thereto and any Act substituted therefor and amendments thereto is herein defined as the "PPSA".

2. SECURITY INTEREST

As continuing security for the payment and performance of all debts, liabilities and obligations of the Debtor to the Secured Party howsoever arising (past, present and future, absolute and contingent) (the "Indebtedness") the Debtor grants, assigns, mortgages, pledges and charges, as and by way of a specific mortgage, pledge and charge, and grants a Security Interest to and in favor of the Secured Party in the undertaking of the Debtor and in all present and after-acquired real and personal property of the Debtor and in all personal property referred to in Schedule "A" and in all Proceeds and renewals thereof, Accessions thereto and substitutions therefor (the "Collateral"). The Debtor warrants and acknowledges to and in favor of the Secured Party that:

(a) The parties intend the Security Interest hereby constituted in its existing property to attach upon execution and delivery hereof;

(b) The parties intend the Security Interest created in after-acquired property of the Debtor to attach at the same time as it acquires rights in the said after-acquired property; and,

(c) Value has been given.

3. CONTINUOUS INTEREST

The mortgage, pledge, charge and Security Interest hereby created shall be a continuous charge notwithstanding the Indebtedness may be fluctuating and even may from time to time, and at any time, be reduced to a nil balance and notwithstanding monies advanced may be repaid and further advances made to or to the order of the Debtor or in respect of which the Debtor is liable.

4. AUTHORIZED DEALING WITH COLLATERAL

Until Default, or until the Secured Party provides written notice to the contrary to the Debtor, the Debtor may deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions of this Agreement, provided that the Debtor may not, and agrees that it will not, without the prior written consent of the Secured Party:

(a) Sell or dispose of any of the Collateral otherwise than for fair market value in the ordinary course of the Debtor's business as it is presently conducted and for the purpose of carrying on that business; or

(b) Create or incur any Security Interest, lien, assessment, or encumbrance upon any of the Collateral which ranks or purports to rank, or is capable of being enforced in priority to or equally with the Security Interest granted under this Agreement, except Purchase Money Security Interests and Leases incurred in the ordinary course of the Debtor's business.

If the Collateral comprises any Securities, Chattel Paper, Instruments, Money or Documents of Title, the Debtor will, upon request, deliver the same to the Secured Party and will allow the Secured Party to retain possession of the same.

5. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor hereby represents and warrants with the secured party that:

(a) The Collateral is owned by the Debtor free of all Security Interests, mortgages, liens, claims, charges or other encumbrances (hereinafter collectively called "Encumbrances"), save for those Encumbrances that have been previously disclosed in writing to the Secured Party and approved in writing by the Secured Party;

(b) Each Account, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor") and the amount represented by the Debtor to the Secured Party from time to time as owing by each Account Debtor will be the correct amount actually and unconditionally owing from such Account Debtor;

(c) The Debtor has full power and authority to conduct its business and own its properties in all jurisdictions in which the Debtor carries on business and has full power and authority to execute, deliver and perform all of its obligations under this Agreement;

(d) This Agreement when duly executed and delivered by the Debtor will constitute a legal, valid and binding obligation of the Debtor, subject only that such enforcement may be limited by bankruptcy, insolvency and any other laws of general application affecting creditors' rights and by rules of equity governing enforceability by specific performance;

(e) There is no provision in any agreement to which the Debtor is a party, nor to the knowledge of the Debtor is there any statute, rule or regulation, or any judgement, decree or order of any court, binding on the Debtor which would be contravened by the execution and delivery of this Agreement;

(f) There is no litigation, proceeding or dispute pending, or to the knowledge of the Debtor threatened against or affecting the Debtor or the Collateral, the adverse determination of which might materially and adversely affect the Debtor's financial condition or operations or impair the Debtor's ability to perform its obligations hereunder;

(g) The name of the Debtor is accurately and fully set out above.

6. COVENANTS OF THE DEBTOR

The Debtor hereby covenants with the Secured Party that:

(a) The Debtor owns and will maintain the Collateral free of Encumbrances, except those that have been previously disclosed in writing to the Secured Party by the Debtor and approved in writing by the Secured Party, or hereafter approved in writing by the Secured Party prior to their creation or assumption, and will defend title to the Collateral for the benefit of the Secured Party against the claims and demands of all persons;

(b) The Debtor will maintain the Collateral in good condition and repair and will not allow the value of the Collateral to be impaired, and will permit the Secured Party or such person as the Secured Party may from time to time appoint to enter into any premises where the Collateral may be kept to view its condition;

(c) The Debtor will conduct its business in a proper and business-like manner and will keep proper books of account and records of its business, and upon request will furnish access to its books and records at all reasonable times, and will give to the Secured Party any information which it may reasonably require relating to the Debtor's business;

(d) The Debtor will promptly pay all taxes, rates, levies, assessments and other charges lawfully assessed or imposed upon any property or income of the Debtor or upon the Collateral as and when the same become due and payable, save and except when and so long as the validity of any such taxes, rates, levies, assessments and other charges are in good faith contested by the Debtor;

(e) The Debtor will promptly pay all debts and obligations to laborers, workmen, employees, contractors, subcontractors, suppliers of materials and other debts which, when unpaid,

might under the laws of Canada or any province of Canada have priority over the Security Interest granted by this Agreement, save and except when and so long as the validity of any such debts and obligations are in good faith contested by the Debtor;

(f) The Debtor will punctually make all payments and perform all obligations in any lease by the Debtor and under any agreement charging property of the Debtor;

(g) The Debtor will immediately give notice to The Secured Party of:
   (i) Any change in the location of the Collateral;
   (ii) The details of any material acquisition or disposition of Collateral (whether authorized by the Secured Party or not);
   (iii) Any material loss of or damage to Collateral;
   (iv) The details of any claims or litigation affecting materially the Debtor or Collateral; and,
   (v) Any change of the Debtor's name;

(h) The Debtor will insure and keep insured against loss or damage by fire or other insurable hazards the Collateral to the extent of its full insurable value, and will maintain all such other insurance as the Secured Party may reasonably require. The loss under the policies of insurance will be made payable to the Secured Party as its interest may appear and will be written by an insurance company approved by the Secured Party in terms satisfactory to the Secured Party and the Debtor will provide the Secured Party with copies of the same. The Debtor will pay all premiums and other sums of money necessary for such purposes as they become due and deliver to the Secured Party proof of said payment, and will not allow anything to be done by which the policies may become vitiated. Upon the happening of any loss or damage the Debtor will furnish at its expense all necessary proofs and will do all necessary acts to enable the Secured Party to obtain payment of the insurance monies;

(i) The Debtor will observe the requirements of any regulatory or governmental authority with respect to the Collateral;

(j) The Debtor will not remove any of the Collateral from Alberta without prior written consent of the Secured Party;

(k) The Secured Party may pay or satisfy any Encumbrance created in respect of any Collateral, or any sum necessary to be paid to clear title to such Collateral, and the Debtor agrees to repay the same on demand, plus interest thereon at a rate equal to the highest rate of interest payable by the Debtor on any portion of the Indebtedness;

(l) The Secured Party may from time to time specify to the Debtor in writing affirmative covenants and restrictions to be performed and observed by the Debtor in respect of provision of financial information, payment of dividends, capital expenditures, incurring additional obligations, reduction of capital, distribution of assets, amalgamation, repayment of loans, lending of money, sale and other disposition of assets and/or such other matters as the Secured Party may think fit, and the Debtor agrees to perform and observe such affirmative and negative covenants and restrictions to the same extent and effect as if the same were fully set forth in this Agreement.

7. DEFAULT

The happening of any of the following shall constitute Default under this Agreement:

(a) The Debtor fails to pay, when due, the Indebtedness or any part thereof or to perform when due any other obligation to the Secured Party;

(b) The Debtor fails when due to perform any obligation to any other person, and such failure is not cured within 30 days of the date the Debtor first knew or should have known of such failure;

(c) Any representation or warranty made in this Agreement or any other document or report furnished to the Secured Party in respect of the Debtor or the Collateral proves to have been or to have become false or materially misleading;

(d) The Debtor ceases or demonstrates an intention to cease to carry on business or disposes or purports to dispose of all or a substantial part of its assets;

(e) Any of the licenses, permits or approvals granted by any government or any governmental authority and essential to the business of the Debtor is withdrawn, cancelled or significantly altered;

(f) An order is made or a resolution passed for winding up the Debtor, or a petition is filed for the winding up, dissolution, liquidation or amalgamation of the Debtor;

(g) The Debtor becomes insolvent or makes an assignment or proposal for the benefit of its creditors, or a Bankruptcy Petition or Receiving Order is filed or made against the Debtor, or a Receiver of the Debtor or any part of its property is appointed, or the Debtor commits or demonstrates an intention to commit any act of bankruptcy, or the Debtor otherwise becomes subject to the provisions of the Bankruptcy and Insolvency Act or any other Act for the benefit of its creditors;

(h) Any execution, sequestration, extent or distress or any other like process is levied or enforced against any property of the Debtor, or a Secured Party takes possession of any of the Debtor's property;

(i) Any material adverse change occurs in the financial position of the Debtor;

(j) The Secured Party considers that it is insecure, or that the prospect of payment or performance by the Debtor of the Indebtedness is or is about to be impaired, or that the Collateral is or is about to be placed in jeopardy.

8. REMEDIES

On Default:

(a) The Secured Party may seize or otherwise take possession of the Collateral or any part thereof and sell the same by public or private sale at such price and upon such terms as the Secured Party in its sole discretion may determine and the proceeds of such sale less all costs and expenses of the Secured Party (including costs as between a solicitor and its own client on a full indemnity basis) shall be applied on the Indebtedness and the surplus, if any, shall be disposed of according to law;

(b) The Secured Party has the right to enforce this Agreement by any method provided for in this Agreement and as permitted by law, and to dispose of the Collateral by any method permitted by law, including disposal by lease or deferred payment;

(c) The Secured Party may appoint any person or persons to be a Receiver of any Collateral, and may remove any person so appointed and appoint another in his stead. The term "Receiver" as used in this Agreement includes a Receiver-Manager;

(d) Any Receiver will have the power:

(i) To take possession of any Collateral and for that purpose to take any proceedings, in the name of the Debtor or otherwise;

(ii) To carry on or concur in carrying on the business of the Debtor;

(iii) To sell or lease any Collateral;

(iv) To make any arrangement or compromise which he may think expedient in the interest of the Secured Party;

(v) To pay all liabilities and expenses connected with the Collateral, including the cost of insurance and payment of taxes or other charges incurred in obtaining, maintaining possession of and preserving the Collateral, and the same shall be added to the Indebtedness and secured by the Collateral;

(vi) To hold as additional security any increase or profits resulting from the Collateral;

(vii) To exercise all rights that the Secured Party have under this Agreement or otherwise at law;

(viii) With the consent of the Secured Party in writing, to borrow money for the purpose of carrying on the business of the Debtor or for the maintenance of the Collateral or any part thereof or for other purposes approved by the Secured Party, and any amount so borrowed together with interest thereon shall form a charge upon the Collateral in priority to the Security Interest created by this Agreement;

(ix) To enter into and to occupy any premises in which the Debtor has any interest;

(e) The Debtor hereby appoints each Receiver appointed by the Secured Party to be its attorney to effect sale or lease of any Collateral and any deed, lease, agreement or other document signed by a Receiver under his seal pursuant hereto will have the same effect as if it were under the seal of the Debtor;

(f) Any Receiver will be deemed to be the agent of the Debtor, and the Debtor will be solely responsible for his acts or defaults and for his remuneration and expenses, and the Secured Party will not be in any way responsible for any misconduct or negligence on the part of any Receiver;

(g) Neither the Secured Party nor the Sheriff will be required to take any steps to preserve any rights against other parties pursuant to any Chattel Paper, Security, or Instrument constituting the Collateral or any part of it;

(h) Neither the Secured Party nor the Sheriff is required to keep Collateral identifiable;

(i) The Secured Party may use the Collateral in any manner as it in its sole discretion deems advisable.

9. COLLECTION OF DEBTS

Before or after Default, the Secured Party may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to the Secured Party. The Debtor acknowledges that any payments on or other proceeds of Collateral received by the Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and after Default under this Agreement, shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party on request. The Debtor shall furnish the Secured Party with all information which may assist in the collection of all Accounts and any other monies or debts due to the Debtor.

10. SECURITIES

If Collateral at any time includes Securities, the Debtor irrevocably authorizes and appoints the Secured Party as its attorney and agent to transfer the same or any part thereof into its own name or that of its nominee(s) so that the Secured Party or its nominee(s) may appear on record as the sole owner thereof; provided that, until Default, the Secured Party shall deliver promptly to the Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to the Debtor or its order a proxy to vote and take all action with respect to such Securities. After Default, the Debtor waives all rights to receive any notices or communications received by the Secured Party or its nominee(s) as such registered owner and agrees that no proxy issued by the Secured Party to the Debtor or to its order as aforesaid shall thereafter be effective.

(e) If more than one person executes this Agreement as the Debtor the obligations of such persons hereunder shall be joint and several;

(f) This Agreement is in addition to and not in substitution for any other security or securities now or hereafter held by the Secured Party and all such other securities shall remain in full force and effect;

(g) The Debtor further agrees to execute and deliver to the Secured Party such further assurances and conveyances and supplemental deeds as may be necessary to properly carry out the intention of this Agreement, as determined by the Secured Party, or as may be required by the Secured Party from time to time;

(h) After Default, the Secured Party may from time to time apply and re-apply, notwithstanding any previous application, in any such manner as it, in its sole discretion, sees fit, any monies received by it from the Debtor or as a result of any enforcement or recovery proceedings, in or toward payment of any portion of the Indebtedness.

15. INTERPRETATION

(a) If a portion of this Agreement is wholly or partially invalid, then this Agreement will be interpreted as if the invalid portion had not been a part of it;

(b) Where the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary depending upon the person referred to being male, female or body corporate;

(c) The last day of any term reserved by any lease or agreement to lease is excepted out of the Security Interest hereby created and does not form part of the Collateral, but the Debtor shall stand possessed of such last day in trust to assign same to any person acquiring such term;

(d) This Agreement will be interpreted in accordance with the laws of the Province of Alberta, and the Debtor irrevocably agrees that any suit or proceeding with respect to any matters arising out of or in connection with this Agreement may be brought in the courts of the Province of Alberta or in any court of competent jurisdiction, as the Secured Party may elect, and the Debtor agrees to attorn to the same.

16. COPY OF AGREEMENT

The Debtor hereby acknowledges receipt of a copy of this Agreement, and waives any right it may have to receive a Financing Statement or Financing Change Statement relating to it.

17. REQUESTS

The Secured Party is authorized by the Debtor to provide the information set forth in Section 18 of PPSA, to any party who demands such information in writing from the Secured Party and who purports to be a party entitled to demand such information. The Secured Party is not obligated to investigate whether such person is actually entitled to make a demand pursuant to Section 18.

IN WITNESS WHEREOF the Debtor has executed this Agreement to be effective as of the date first written above.

FREEDOM CANNABIS INC.

Per: _____

SCHEDULE "A"

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY

CAVEAT FORBIDDING REGISTRATION

TO: THE REGISTRAR, ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE THAT **JL LEGACY LTD.** (the "Caveator") claims an interest in the below-mentioned lands ("Lands") in the amount of **FIVE MILLION FIVE HUNDRED THIRTY THOUSAND ($5,530,000.00) DOLLARS** pursuant to the terms of a General Security Agreement dated **MARCH 6, 2019** granted by **FREEDOM CANNABIS INC.** ("Freedom") in favour of **JL LEGACY LTD.**, a copy of which is attached hereto, giving a charge over its real property including:

PLAN 0725979
BLOCK 1
LOT 1
CONTAINING 23 HECTARES (56.83 ACRES) MORE OR LESS

EXCEPTING THEREOUT:	**HECTARES**	**(ACRES) MORE OR LESS**
A) PLAN 1323266 ROAD	**0.243**	**0.60**
B) PLAN 1923483 SUBDIVISION	**13.3**	**32.87**

EXCEPTING THEREOUT ALL MINES AND MINERALS

standing in the register in the name of **STAR PREBUILT HOMES LTD.** and the undersigned forbids the registration of any person as transferee or owner of, or of any instrument affecting that estate or interest, unless the Certificate of Title is expressed to be subject to its claim. **THIS CAVEAT ONLY AFFECTS SUCH LEASEHOLD INTEREST.**

Freedom holds a leasehold interest in the Lands pursuant to a lease dated November 23, 2017, between Star Prebuilt Homes Ltd., as landlord and registered owner of the Lands, and Freedom, as tenant, and registered by way of Caveat as Instrument No. **182 071 011**.

THE CAVEATOR designates **JL LEGACY LTD., 325, 8170 - 50 Street, Edmonton, Alberta, T6B 1E6**, as the place at which notice of proceedings relating hereto may be served.

DATED at the City of Edmonton, in the Province of Alberta, this 2 day of September, 2020.

JL LEGACY LTD.

Witness

Per: _____ (c/s)
TIM LATIMER

20203235 - 4153-0776-0167 v.1

AFFIDAVIT IN SUPPORT OF CAVEAT
Form 27, Section 131

CANADA	)	I, TIM LATIMER,
Province of Alberta	)	of the City of Edmonton, in the Province
TO WIT:	)	of Alberta, MAKE OATH AND SAY THAT:

1. That I am agent for the within named Caveator.

2. That I believe that the said Caveator has a good and valid claim upon the said lands and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested therein or proposing to deal therewith.

SWORN BEFORE ME at the City of Edmonton, in the Province of Alberta
2 day of September, 2020

A Commissioner for Oaths in and for the Province of Alberta

Joyce Little
Commissioner for Oaths in and for
the Province of Alberta
My commission expires Oct. 11/21

)
)
)
)
) TIM LATIMER

FORM 31
LAND TITLES ACT
(Sections 155 and 156)
AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

I, Stacey Prosser (witness), of Edmonton, Alberta, make oath and say:

1. I was personally present and did see **TIM LATIMER** who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument;
2. The instrument was signed at Edmonton, Alberta, and I am the subscribing witness thereto;
3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

SWORN BEFORE ME at Edmonton,)
in the Province of Alberta)
the 2 day of September, 2020)

A Commissioner for Oaths in and for the Province of Alberta

(witness)

Joyce Little
Commissioner for Oaths in and for
the Province of Alberta
My commission expires Oct. 11/21

FORM 31.1
LAND TITLES ACT
(Section 161)
AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY

I, **TIM LATIMER**, of Edmonton, Alberta, make oath and say:

1. I am an officer or a director of **JL LEGACY LTD.** named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME at Edmonton,)
in the Province of Alberta)
the 2 day of September, 2020)

A Commissioner for Oaths in and for the Province of Alberta

TIM LATIMER

Joyce Little
Commissioner for Oaths in and for
the Province of Alberta
My commission expires Oct. 11/21

GENERAL SECURITY AGREEMENT

- attached -

202202969

202202969 REGISTERED 2020 09 21
CAVE - CAVEAT
DOC 1 OF 1 DRR#: B171E9B ADR/MLECOPOY
LINC/S: 0038505733

ASSIGNMENT OF DEBT AND SECURITY

THIS AGREEMENT is made effective this 31 day of August, 2020

AMONG:

This is Exhibit G referred to in the Affidavit (or Statutory Declaration) of JohnFrank Potestio sworn (or affirmed or declared) before me this 6 day of August, 2021

A Commissioner for Oaths in and for Alberta

JUSTIN A. WILLIAMS

Barrister & Solicitor

CHANDOS CONSTRUCTION LTD.
(the "Assignor")

-and-

JL LEGACY LTD.
(the "Assignee")

-and-

FREEDOM CANNABIS INC.
(the "Obligor")

BACKGROUND:

A. The Obligor and the Assignor, entered into the following construction contracts in respect of the construction of cannabis production and processing facilities located at 9827 – 279 Acheson, Alberta:

(i) CCDC5B Freedom Cannabis Warehouse Renovations, dated December 22, 2017;

(ii) CCDC5B Freedom Cannabis Warehouse Renovations (Phase 2, including Phase 2A and 2B, dated May 18, 2018; and

(iii) all change orders, amendments, confirmations, releases and supplements thereto, including those made pursuant to the Agreement dated August 31, 2020 as between the Obligor and the Assignor;

(collectively, the "**Construction Contracts**").

B. As continuing collateral security for all amounts owing to the Assignor by the Obligor under the Construction Contracts, the Obligor granted the following security in favour of the Assignor:

(i) General Security Agreement dated July 4, 2019;

(ii) Freedom GSA Amending Agreement dated September ___, 2019;

as registered in the Alberta Personal Property Registry, on or about June 21, 2019 as registration numbers 19062141817 and 19062142062, and by way of Notice of Security Interest registered at Land Titles as instrument 202 051 707 (the "**Security**").