C. The outstanding amount owing by the Obligor to the Assignor under the Construction Contracts and which is secured by the Security, inclusive of accrued interest, fees, expenses, including legal fees, and other amounts has been resolved to a remaining amount of $1,200,000.00 as at August 31, 2020, plus further accruing interest at the rate of 4% above the prime rate of interest quoted Royal Bank of Canada (collectively, the "**Debt**"); and

D. The Assignee wishes to purchase and assume, and the Assignor wishes to assign, transfer, convey all of its rights, title and interest in and to the Assigned Interest (as defined below) to the Assignee, pursuant to the terms and conditions hereof. The Obligor desires to release the Assignor of its obligations under the Debt and Security Documents (as hereafter defined), and agrees to the substitution of the Assignee in the Assignor's place.

NOW THEREFORE in consideration of the promises and the mutual covenants, agreements, representations and warranties expressed herein and other good and valuable consideration, the sufficiency of which is hereby irrevocably acknowledged by each of the Assignor, the Assignee, and the Obligor (each a "**Party**" and collectively the "**Parties**"), the Parties mutually covenant and agree as follows:

ARTICLE 1
ASSIGNMENT

1.1 Acknowledgement of the Debt and Consent

The Obligor acknowledges that at as the date of this Agreement it is indebted to the Assignor in the amount of the Debt, that there are no set offs, adjustments or obligations now existing or which may hereafter arise under the Construction Contracts or otherwise that may impair, or reduce or be credited against the Debt, and affirms its promise to pay the Debt to the Assignor. The Obligor consents and approves of the transactions and actions contemplated by this Agreement, and upon execution of this Agreement, irrevocably releases the Assignor from all obligations or liability under the Security and Debt.

1.2 Assignment

In consideration of payment by the Assignee to the Assignor of the amount agreed to as between the Parties (the "**Purchase Price**"), the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases, accepts and assumes from the Assignor, as of the date hereof, on an absolute without recourse basis, subject to the terms of this Agreement:

(b) the Debt;

(c) all of the Assignor's right, interest and obligations under the Security (collectively, the "**Security Documents**");

(d) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor against any person, whether known or unknown, arising under or in connection with any of the Debt and Security Documents or the transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clauses (a) and (b) above (the rights and obligations sold and assigned pursuant to clauses (a) and (b) of this Article 1 being referred to herein collectively as, the "**Assigned Interest**"); provided that, any rights, remedies, claims, suits, causes of action or other benefits forming part of the Assigned Interest may be enforced by the Assignee in the name of the Assignee only and not in the name of the Assignor; and

(e) notwithstanding the foregoing, the Assignee acknowledges that the Assignor has exercised all warrants for common shares of the Obligor as noted in the Security, the Assignor to retain title to such shares, and the warrant or equity provisions in the Security are of no further force or effect (and are excluded from the rights conveyed).

1.3 Delivery of Documents

The Assignee agrees with the Assignor that the Assignee will be provided only with copies of the Debt and Security Documents.

1.4 Assignor's Representations

The Assignor represents and warrants that: (a) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment; (b) it has full power and authority, and has taken all action necessary, to and to consummate the transactions contemplated hereby, with respect to the Debt and Security Documents; and (b) the Assignor has not transferred, assigned, pledged or granted participation interests in the Assigned Interest.

The Assignor represents and warrants that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Assignor in the performance of the work as required by the Construction Contracts (the "**Subcontracts**") have been paid in full, except for:

(a) holdback monies property retained;

(b) payments deferred by agreement; or

(c) the Subcontracts as between the Assignor an the following subcontractors (the "**Assigned Subcontracts**"):

  (i) Arpi's North Inc.;

  (ii) Spartan Steel Ltd.; and

  (iii) Alta Pro Electric Ltd.

The Assigned Subcontracts have been assigned to the Obligor, and the Assignor has been released from all obligations or liability under the Assigned Subcontracts.

1.5 Assignor's Indemnity for Assigned Subcontracts

The Assignor agrees to indemnify the Assignee from and to all costs, charges, damages, losses, and claims of any kind (the "**Losses**") asserted in respect of the Subcontracts (save and except the Assigned Subcontracts) which rank in priority to the Assigned Interest as at the date hereof.

1.6 Non-Recourse

Such sale and assignment of the Assigned Interest is without recourse to the Assignor and is made on a "as is, where is" basis and, except as expressly stated in this Assignment, the Assignor makes no representation or warranty whatsoever to the Assignee with respect to the Debt, the Debt and Security Documents, or the Assigned Interest, including with respect to the collectability of the Debt, or the enforceability of the Debt and Security Documents. The Assignee acknowledges that in concluding this Assignment, the Assignee has not relied upon any representation or warranty from the Assignor, other than those expressly stated in this Assignment, but rather has relied entirely on its own due diligence and investigation as it has deemed appropriate.

1.7 Representations and Warranties of the Assignee

(a) The Assignee represents and warrants that: (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby; (ii) from and after the date hereof, it assumes and shall be bound by the provisions of the Security and shall fully perform and satisfy all obligations thereunder; and, (iii) it has received copies of the Debt and Security Documents and decision to enter into this Assignment and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Assignor.

(b) The Assignee agrees that: (i) it will, independently and without reliance on the Assignor, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Debt and Security Documents; and, (ii) it will perform in accordance with their terms and in its own name all of the obligations which by the terms of the Debt and Security Documents are required to be performed by it thereunder.

1.8 Attorney of the Assignor

The Assignee is hereby appointed an irrevocable attorney of the Assignor (with full power of substitution from time to time) to endorse and/or transfer any of the Assigned Interest and to exercise all rights and powers of the Assignor in respect of the Assigned Interest and the Assignee and its nominees are hereby empowered to exercise all rights, powers and discretions and to perform all acts of ownership in respect of the Assigned Interest to the same extent as the Assignor might have done. The Assignor hereby ratifies and agrees to ratify all acts that such attorney has taken or done in accordance with this Article.

1.9 Registration

(a) It is agreed that the Assignor has no further obligations to the Assignee in respect of the Debt, or the registration or enforcement of the Debt and Security Documents, and in particular, without limiting the foregoing, the Assignee has no obligation to renew registrations of the Debt and Security Documents, obtain or update any book of account or record necessary to substantiate the amount of the Debt or the enforceability of the Debt and Security Documents for the recovery thereof;

(b) In the event that in the course of the Assignee's enforcement of the Debt and Security Documents for the recovery of the Assigned Interest and/or Debt, an issue arises as to the quantum of the Debt, the Assignor, at the request of the Assignee, shall, to the extent it is able, provide such evidence as is available, to the Assignor to support the quantum of the Assigned Interest and/or Debt as the date of this Agreement and the Assignee shall pay to the Assignor all reasonable costs and expenses incurred by the Assignor in providing any such available evidence, including, without limitation, the Assignor's legal fees and disbursements.

(c) The Assignee shall prepare and register financing change statements in respect of the Assignor's Personal Property Registry and Land Titles security interest registrations against the Borrower, as set out below, so as to cause the Assignor to be deleted as a secured party in respect of such registrations and to add the Assignee as the registered secured party and to provide to the Assignor verification statements from the Personal Property Registry and copy of title from Alberta Land Titles confirming the amendments of the registrations:

Alberta Personal Property Registrations:

Registration Numbers 19062141817 and 19062142062 – Security Agreement
Registration Number 19062142062 – Land Charge (Section 49 Land Titles)

1.10 Discharge of Lien Registrations

Within ten (10) business days of full execution of this Agreement and payment of the Purchase Price to the Assignor, the Assignor shall cause to be submitted to the Alberta Land Titles office registrable discharges of the following registrations made by the Assignor under the *Builders' Lien Act RSA 2000, c B-7* and registered at Alberta Land Titles Office under Registration Nos. 202 051 705 and 202 051 706.

ARTICLE 2
GENERAL PROVISIONS

2.1 Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and is deemed to have been given:

(a) when delivered by hand, with written confirmation of receipt;

(b) when delivered to the addressee if sent by a nationally recognized overnight courier with proof of receipt requested;

(c) on the date sent by facsimile, with confirmation of transmission, if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or

(d) on the seventh (7th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such Notice must be sent to the respective parties at the following addresses:

If to the Assignor:	Chandos Construction Ltd. 9604 - 20 Ave NW Edmonton AB T6N 1G1
If to the Assignee:	JL Legacy Ltd. #600, 12220 Stony Plain Road Edmonton AB T5N 3Y4
If to the Obligor:	Freedom Cannabis Inc. 9827 279 Street Acheson, AB T7X 6J4

2.2 Entire Agreement

This Agreement, including the Schedules attached hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter.

2.3 Schedules and Preamble

The Preamble to this Agreement and the Schedules attached to this Agreement form part of this Agreement, and are contractual and not a mere recital.

2.4 Independent Legal Advice

Each of the Parties covenant and acknowledge to the other that they have obtained their own independent legal advice concerning the terms hereof, or if they have elected not to do so, that they have entered into this Agreement freely and voluntarily, with full knowledge and understanding of the terms set out herein.

2.5 Capacity

Each of the Parties covenant and acknowledge that they have the full power and legal capacity to conclude this Agreement, and that the person signing this Agreement on their behalf, has been duly authorized to so act, and such authorization is evidenced by the execution by the respective parties as set out herein.

2.6 Applicable Law and Attornment

This Agreement shall be governed by the laws of Canada and the Province of Alberta and the parties attorn to the exclusive jurisdiction of the Alberta Courts.

2.7 Beneficiaries

None of the provisions of this Assignment is intended to provide any rights or remedies to any person or entity other than the Parties and their respective successors and assigns.

2.8 Counterpart Execution

This Agreement may be executed in counterparts and such counterparts together shall be deemed to be an original and shall constitute a single instrument. Notwithstanding the date of execution, such counterparts shall be deemed to bear a date as of the date of this Agreement.

2.9 Further Assurances

Promptly upon the request of Assignor, the Assignee and Obligor shall take any and all actions, of any kind or nature whatsoever, and execute and deliver additional documents that relate to this Agreement and the transactions contemplated herein.

2.10 Amendments In Writing

No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party to this Agreement.

2.11 Electronic Delivery

Delivery of an executed Agreement or counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tif"), shall be equally effective as delivery of a manually executed counterpart hereof. Any Party delivering an executed counterpart of this Agreement by electronic means shall also deliver a manually executed counterpart hereof by mail or courier on demand.

2.12 Enurement

The provisions hereof shall enure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the Assignees and shall be binding upon the successors, legal representatives and assigns of the Assignor.

2.13 Severability

If any term or provision of this Agreement be held to be invalid, illegal, unenforceable or void, the remainder of this Agreement shall remain in full force and effect taking into consideration the purposes and spirit of this Agreement and such invalidity, illegality and unenforceability shall not affect any other term or provision of this Agreement.

INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the day and year first above written.

Assignor:

CHANDOS CONSTRUCTION LTD.

Per: ______________________________

Name: Roger Babichuk

Title: CFO

Authorized Signatory

Assignee:

JL LEGACY LTD.

Per: ______________________________

Name:

Title:

Authorized Signatory

Obligor:

FREEDOM CANNABIS INC.

Per: ______________________________

Name:

Title:

Authorized Signatory

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the day and year first above written.

Assignor:

CHANDOS CONSTRUCTION LTD.

Per: ____________________________

Name:

Title:

Authorized Signatory

Assignee:

JL LEGACY LTD.

Per: ____________________________

Name: TIM J. LATIMER

Title: PRES

Authorized Signatory

Obligor:

FREEDOM CANNABIS INC.

Per: ____________________________

Name: GIANFRANCO POTESTIO

Title: CEO

Authorized Signatory

This is Exhibit "H" 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

ASSIGNMENT OF DEBENTURE

THIS ASSIGNMENT OF DEBENTURE (this "Assignment"), made and entered into as of the 10th day of February, 2021, is made by EVERYDAY PEOPLE CANNABIS INC. ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to JL LEGACY LTD., its successors, participants and assigns ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Series 1 12% Convertible Secured Debenture No. 2 in the principal amount of $2,000,000, granted by Freedom Cannabis Inc., a copy of which is attached hereto as Appendix "A" and made a part hereof (the "Debenture"); and

AND WHEREAS the Assignor borrowed from the Assignee, the sum of $2,000,000, the proceeds of which were utilized to acquire the Debenture (the "Loan");

AND WHEREAS the Assignee has agreed to accept inter alia an absolute assignment of the Debenture from the Assignor in accordance with the Settlement Agreement (as that term is defined below), in full and final satisfaction of the Loan;

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the Debenture and all rights of the Assignor thereunder.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Debenture required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except as expressly set forth herein and in that certain settlement agreement dated the 10th day of February, 2021 made as between the Assignor, the Assignee, EAM Enterprises Inc. and Gordon Reykdal (the "Settlement Agreement").. Assignor hereby warrants and represents to Assignee that:

   a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Debenture to any person or entity other than Assignee; and

   b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Province of Alberta.

5. Successors and Assigns. This Assignment shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Preamble. The parties agree that the facts and matters stated in the preamble hereto form part of this Agreement and are not stated merely for the purpose of recital. Without limiting the generality of the foregoing, the terms of the preamble are hereby acknowledged and confirmed by the parties.

8. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

9. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

10. Execution. This Assignment may be executed in counterpart and transmitted by electronic means and each executed counterpart, or electronically delivered version thereof shall, for all purposes, be deemed an original and shall have the same force and effect as an original, all of which together shall constitute, in the aggregate, one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

EVERYDAY PEOPLE CANNABIS INC.

Per: ______________________

JL LEGACY LTD.

Per: ______________________

CONSENT

The foregoing Assignment is hereby consented to by the undersigned as of the _____ day of February, 2021.

FREEDOM CANNABIS INC.

Per: ______________________________

SCHEDULE "A"

See attached.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF: THE ISSUE DATE, AND (ii) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY

SERIES 1 CONVERTIBLE DEBENTURE
FREEDOM CANNABIS INC.

Series 1 12% Convertible Secured Debenture No. 02 **Principal Amount $2,000,000**

Freedom Cannabis Inc. (the "**Company**"), for value received and subject to the terms and conditions attached hereto as "Terms and Conditions of Series 1 12% Convertible Secured Debentures of Freedom Cannabis Inc." (the "**Terms and Conditions**") hereby promises to pay to Everyday People Cannabis Inc., the registered holder hereof, on presentation and surrender of this convertible secured debenture ("**Convertible Debenture**") to the Company, the sum of two million dollars ($2,000,000) in lawful money of Canada, on the Maturity Date (as defined in the Terms and Conditions), or on such earlier date as the Principal Amount (as defined in the Terms and Conditions) hereof may be prepaid in accordance with the provisions of this Convertible Debenture. **This Convertible Debenture shall bear interest at a rate of 12% per annum, payable in cash quarterly and in arrears, in accordance with the terms set out herein.**

This Convertible Debenture is one of a series of Series 1 12% Convertible Secured Debentures, the Aggregate Principal Amount (as defined in the Terms and Conditions) of which is up to $10,500,000 in lawful money of Canada. All capitalized terms not otherwise defined herein shall bear the meanings ascribed in the Terms and Conditions.

This Convertible Debenture is a secured direct obligation to the Company and the payment of the Principal Amount in respect of this Convertible Debenture shall be Senior Indebtedness of (as defined in the Terms and Conditions) of the Company. **If required by the terms of the Senior Indebtedness, the Principal Amount and interest thereon may not be paid if there has been a default of any Senior Indebtedness for such period of time as required under the terms thereof.**

This Convertible Debenture is transferable only pursuant to the conditions prescribed in the Terms and Conditions including regulatory requirements, on the register to be kept at the principal office of the Company in Acheson, Alberta or at such other place or places, if any, or by such other registrar or registrars, if any, as the Company may designate.

The Company may prepay any or all of the Principal Amount of this Convertible Debenture outstanding in accordance with the provisions of the Terms and Conditions, provided that the rest of the Convertible Debentures shall be prepaid on a *pro rata* basis in relation to the Aggregate Principal Amount of all Convertible Debentures then outstanding at the time of prepayment. If another one or more of the Convertible Debentures or a portion thereof is prepaid by the Company, this Convertible Debenture shall be prepaid on a *pro rata* basis in relation to the Aggregate Principal Amount of all Convertible Debentures then outstanding at the time of prepayment.

THIS CONVERTIBLE DEBENTURE IS SUBJECT TO RESALE RESTRICTIONS AND MAY NOT BE SOLD OR OTHERWISE TRADED OR TRANSFERRED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF APPLICABLE SECURITIES LEGISLATION.

IN WITNESS WHEREOF the Company has caused this Convertible Debenture to be signed by its proper officer in that behalf effective as of January 2019.

FREEDOM CANNABIS INC.

Per: ______________________
Gianfranco Potestio, CEO

TERMS AND CONDITIONS OF SERIES 1 12%
CONVERTIBLE SECURED DEBENTURES OF
FREEDOM CANNABIS INC.

ARTICLE I
INTERPRETATION

1.1 Definitions. In this Convertible Debenture, including the face page, unless there is something in the subject matter or context inconsistent therewith, the following expressions shall have the following meanings namely:

(a) "**this Convertible Debenture**", "**hereto**", "**herein**", "**hereby**", "**hereunder**", "**hereof**" and similar expressions refers to this Convertible Debenture and not to any particular Article, Section, subsection, clause, subdivision or other portion hereof and include any and every instrument supplemental or ancillary hereto;

(b) "**Aggregate Principal Amount**" means the Principal Amount plus the aggregate principal amount of all of the other Convertible Debentures issued pursuant to the Offering, which remain outstanding and unpaid from time to time;

(c) "**Board**" means the board of directors of the Company;

(d) "**Business Day**" means any day other than a Saturday, Sunday, legal holiday or a day on which banking institutions are closed in Edmonton, Alberta;

(e) "**Collateral**" has the meaning ascribed to that term in Section 5.2 hereof;

(f) "**Common Shares**" means the common shares in the capital of the Company;

(g) "**Company**" means Freedom Cannabis Inc. and its successors and assigns;

(h) "**Conversion Date**" means the date of actual receipt by the Company of this Convertible Debenture and a Conversion Notice, if a Business Day, or, if not, the first Business Day after such actual receipt;

(i) "**Conversion Notice**" has the meaning ascribed to that term in Section 4.3 hereof;

(j) "**Conversion Price**" means \$0.60 per Common Share provided that in the event of any adjustment of the Conversion Price pursuant to ARTICLE IV, "**Conversion Price**" shall thereafter mean the adjusted Conversion Price in effect at that time;

(k) "**Convertible Debenture**" means this Series 1 12% convertible secured debenture of the Company, which is one of a series of Series 1 "Convertible Debentures", all of which have identical terms and rank *pari passu* with one another;

(l) "**Event of Default**" has the meaning ascribed to that term in Section 7.1 hereof;

(m) "**Holder**" means the holder of this Convertible Debenture;

(n) "**Initial Interest Payment Date**" has the meaning ascribed to that term in Section 2.2 hereof;

(o) "**Interest Payment Date**" has the meaning ascribed to that term in Section 2.2 hereof;

(p) "**Interest Rate**" has the meaning ascribed to that term in Section 2.2 hereof;

(q) "**Issue Date**" means January 27,2020, 2019;

(r) "**Maturity Date**" means January 31, 2022, subject to accelerated maturity in accordance with Section 2.4;

(s) "**Offering**" means the issuance and sale by the Company of up to 210 Units at a price of $50,000 per Unit for aggregate proceeds of up to $10,500,000 pursuant to a private placement;

(t) "**person**" means an individual, corporation, partnership, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator, or other legal representative, or any group or combination thereof;

(u) "**Principal Amount**" means the principal sum of up to $2,000,000 or any amount thereof that remains outstanding and unpaid from time to time to the holder of this Convertible Debenture;

(v) "**Redemption Amount**" has the meaning ascribed to that term in Section 3.1 hereof;

(w) "**Redemption Date**" has the meaning ascribed to that term in Section 3.1(b) hereof;

(x) "**Redemption Notice**" has the meaning ascribed to that term in Section 3.1 hereof;

(y) "**Security Interest**" has the meaning ascribed to that term in Section 5.2 hereof;

(z) "**Units**" means units of the Company, each comprised of $50,000 principal amount of Convertible Debentures and 83,333 common share purchase warrants; and

(aa) "**VWAP**" means the volume weighted average trading price of the Common Shares on the NEO Exchange or such other principal stock exchange on which the Common Shares are trading, calculated by dividing the total value by the total volume of Common Shares traded for the relevant period.

1.2 **Gender**. Whenever used in this Convertible Debenture, words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender.

1.3 **Numbering of Articles, etc.** Unless otherwise stated, a reference herein to a numbered or lettered article, section, subsection, clause, subclause or schedule refers to the article, section, subsection, clause, subclause or schedule bearing that number or letter in this Convertible Debenture.

1.4 **Day not a Business Day**. In the event that any day on or before which any action is required to be taken hereunder is not a Business Day, then such action shall be required to be taken on or before the requisite time on the next succeeding day that is a Business Day. If the payment of any amount is deferred for any period, then such period shall be included for purposes of the computation of any interest payable hereunder.

1.5 **Computation of Time Period**. Except to the extent otherwise provided herein, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".

1.6 **Currency**. All references to dollars or to "$" shall be references to Canadian dollars unless otherwise specified.

ARTICLE II
TERMS OF THE CONVERTIBLE DEBENTURE

2.1 **Indebtedness**. The Company, for value received, hereby acknowledges itself indebted and promises and covenants to pay to the Holder:

(a) the Principal Amount on the Maturity Date, or sooner in accordance with Section 7.1, or upon such other date as specified herein, subject to the reduction of such Principal Amount from time to time upon early redemption pursuant to Section 3.1 hereof;

(b) interest on any monies owing by the Company to the Holder hereunder, all as specifically calculated hereunder; and

(c) all other monies which may be owing by the Company to the Holder pursuant to this Convertible Debenture.

2.2 **Calculation and Payment of Interest**. The Company shall pay interest on the Principal Amount (then outstanding) from and including the Issue Date, or from and including the last interest payment date on which interest shall have been paid or made available for payment on the outstanding Principal Amount, whichever shall be the later, at the rate of 12.00% per annum (the "**Interest Rate**"), up to but excluding the Maturity Date, calculated annually, not in advance, on the basis of a 365 day year. Interest on the outstanding Principal Amount shall be payable in cash commencing on the date which is four months from the Issue Date (the "**Initial Interest Payment Date**") and quarterly thereafter (collectively with the Initial Interest Payment Date, each an "**Interest Payment Date**") with final payment payable on the Maturity Date. The initial interest payment shall represent accrued interest for the period from the Issue Date to the Initial Interest Payment Date, and the final interest payment shall represent accrued interest from January 27, 2020 to the Maturity Date.

2.3 **Withholdings Tax**. All amounts payable by the Company to a Holder hereunder, shall, unless otherwise required by applicable laws, be made free and clear of, and without deduction for any amount in respect of taxes. If the Company shall be required by applicable laws to deduct or withhold any amount in respect of taxes from or in respect of any amount payable hereunder to a Holder: (i) the Company shall make such deductions or withholdings; (ii) the Company shall remit the full amount deducted or withheld to the relevant taxing authority in accordance with applicable laws; and (iii) any payment made under this Section 2.3 by the Company to the Holders, including amounts withheld and remitted to the relevant taxing authority pursuant to (i) and (ii) of this Section 2.3 in respect of such payment, shall satisfy and discharge the liability of the Company for amounts required to be paid hereunder. If any other amount payable hereunder is payable by the Company otherwise than by the delivery of cash, the Company shall be entitled to withhold and liquidate any such non-cash property to the extent necessary to satisfy its withholding and/or remittance obligations in accordance with this Section 2.3.

2.4 **Acceleration of Maturity Date**. If the VWAP of the Common Shares is greater than $0.85 for a period of 20 consecutive Trading Days, the Maturity Date may be accelerated by the Company providing a notice to the Holder and, in such case, the Maturity Date shall be the date which is 10 days following the date on which such notice is provided.

2.5 **Conversion and Redemption**. All or any portion of the outstanding Principal Amount of this Convertible Debenture shall be: (i) redeemable at the option of the Company in accordance with ARTICLE III; and (ii) convertible, at the option of the Holder in accordance with ARTICLE IV.

ARTICLE III
REDEMPTION OF CONVERTIBLE DEBENTURE

3.1 **Redemption**. The Convertible Debentures (including this Convertible Debenture) may be prepaid in whole or in part at the Company's option, at any time and from time to time prior to the Maturity Date on not more than 30 days prior written notice and not less than 10 days prior written notice (the "**Redemption Notice**"), for an amount equal to the sum of the following:

(a) the amount of the Principal Amount outstanding, or such portion thereof that the Company has determined to repay; and

(b) accrued and unpaid interest to the date fixed for early redemption (the "**Redemption Date**") plus 3 months additional interest at the Interest Rate.

the sum of Sections 3.1(a) and 3.1(b) being the "**Redemption Amount**".

3.2 **Redemption Procedure**. Redemptions of Convertible Debentures outstanding shall be done on a *pro rata* basis among all Convertible Debentures issued under the Offering and then still outstanding. Notice of redemption shall be sent to the Holder in accordance with the timelines set out in Section 3.1 and shall state:

(a) the Redemption Date;

(b) the Redemption Amount; and

(c) the place where this Convertible Debenture is to be surrendered for payment of the Redemption Amount thereof.

3.3 **Payment of Redemption Amount**. Notice of redemption having been given as aforesaid, all amounts owing on the Convertible Debentures (or portions thereof) to be redeemed (including this Convertible Debenture) shall, on the Redemption Date, become due and payable and on and after such date such Convertible Debenture (or portions thereof) shall only bear interest if the Company shall default in the payment of the Redemption Amount on the Redemption Date. Upon surrender of any such Convertible Debenture (or portions thereof) for redemption in accordance with such notice, such Convertible Debentures shall be paid by the Company and subject to receipt of such payment, the Holder shall release the Company from all liability in respect of the Redemption Amount.

3.4 **Partial Redemption**. Upon surrender to the Company of this Convertible Debenture, where the Principal Amount of this Convertible Debenture is to be repaid in part only, the Holder shall be entitled to receive, without expense to such Holder, a new Convertible Debenture for the unpaid portion of the Principal Amount of this Convertible Debenture so surrendered.

3.5 **Right to Convert**. Notwithstanding the delivery of a Redemption Notice by the Company, the Holder may convert this Convertible Debenture into Common Shares in accordance with ARTICLE IV at any time through the close of business on the Business Day immediately preceding the Redemption Date.

ARTICLE IV
CONVERSION OF CONVERTIBLE DEBENTURE

4.1 **Conversion by Holder Prior to Maturity Date**. Subject to the terms and conditions set out in this ARTICLE IV, the Holder shall have the right, at its option, at any time and from time to time up to the date that is 60 days prior to the Maturity Date to deliver a Conversion Notice to convert the outstanding Principal Amount into fully paid and non-assessable Common Shares at the Conversion Price. The Conversion Price Shall be subject to adjustment in accordance with Section 4.5.

4.2 **<u>Conversion by Holder Prior to Accelerated Maturity Date</u>**. Subject to the terms and conditions set out in this ARTICLE IV, where the Maturity Date has been accelerated by the Company pursuant to Section 2.4, the Holder shall have the right, at its option, at any time and from time to time up to the accelerated Maturity Date to deliver a Conversion Notice to convert the outstanding Principal Amount into fully paid and non-assessable Common Shares at the Conversion Price. The Conversion Price Shall be subject to adjustment in accordance with Section 4.5.

4.3 **<u>Conversion Procedure</u>**. If the Holder wishes to convert some or all of the outstanding Principal Amount into Common Shares in accordance with this ARTICLE IV, the Holder shall surrender this Convertible Debenture to the Company at its principal office in Acheson, Alberta, together with a written notice of exercise (a "**Conversion Notice**"), substantially in the form attached hereto as Appendix I, duly executed by the Holder prior to the expiry of the relevant periods set out in Sections 4.1 and 4.2, as applicable. Upon delivery of such materials to the Company, the Holder (or, subject to any applicable securities laws, its nominee(s) or assignee(s)), shall be entitled to be entered on the books of the Company (as of the Conversion Date) as the holder of the number of Common Shares into which the Principal Amount, or any portion thereof, is converted and, as soon as practicable thereafter, the Company shall deliver to the Holder (or, subject as aforesaid, its nominee(s), or assignee(s)), a certificate or certificates for such Common Shares.

4.4 **<u>Partial Conversion</u>.** Upon surrender to the Company of this Convertible Debenture, where the Principal Amount of this Convertible Debenture is to be converted in part only, the Holder shall be entitled to receive, without expense to such Holder, a new Convertible Debenture for the unconverted portion of the Principal Amount of this Convertible Debenture so surrendered.

4.5 **<u>Adjustment of Conversion Price</u>.** The Conversion Price in effect at any date shall be subject to adjustment (subject always to requisite regulatory approval) from time to time as follows:

(a) If and whenever at any time prior to the Maturity Date, the Company shall:

(i) subdivide or redivide the outstanding Common Shares into a greater number of Common Shares,

(ii) reduce, combine or consolidate the outstanding Common Shares into a smaller number of Common Shares, or

(iii) issue Common Shares, or securities convertible into Common Shares, to the holders of all or substantially all of the outstanding Common Shares by way of stock dividend other than a dividend paid in the ordinary course,

the Conversion Price in effect on the effective date of such subdivision, redivision, reduction, combination or consolidation or on the record date for such issue of Common Shares, or securities convertible into or exchangeable for Common Shares, by way of a stock dividend, as the case may be, shall in the case of the events referred to in clauses (i) and (iii) above, be adjusted in proportion to the number of outstanding Common Shares resulting from such subdivision, redivision or dividend (including, in the case where securities convertible into or exchangeable for Common Shares are issued, the number of Common Shares that would have been outstanding had such securities been converted into or exchanged for Common Shares on such record date), and shall, in the case of the events referred to in clause (ii) above, be adjusted in proportion to the number of outstanding Common Shares resulting from such reduction, combination or consolidation, in each such case so that upon a subsequent conversion of this Debenture in accordance with the terms hereof the Holder shall receive the same number of Common Shares which the Holder would have owned immediately following such event if the Holder had converted this Debenture immediately prior to such event. Such adjustment shall be made successively whenever any event referred to in this subsection (a) shall occur; and to the extent that any such securities convertible into or exchangeable for Common Shares are not converted into or exchanged for Common Shares prior to the expiration of the conversion or exchange right, the Conversion Price shall be readjusted effective as at the date of such expiration to the Conversion Price which would then be in effect based upon the number of Common Shares actually issued on the exercise of such conversion or exchange right.

(b) In the case of any reclassification of, or other change in, the outstanding Common Shares of the Company other than subdivision, reduction, combination or consolidation, the Conversion Price shall be adjusted in such manner, if any, and at such time, as the Board determines to be appropriate on a basis consistent with Subsection 4.5(a).

(c) If and whenever at any time prior to the Maturity Date there is a capital reorganization, consolidation, merger, arrangement or amalgamation of the Company with or into any other body corporate, trust, partnership or other entity or a sale or conveyance whereby all or substantially all of the Company's undertaking and assets would become the property of any body corporate, trust, partnership or other entity, the Holder, if it has not exercised its right of conversion under Section 4.1 prior to the effective date of such reorganization, consolidation, merger, arrangement, amalgamation, sale, upon any such conversion at any time thereafter, shall be entitled to receive and shall accept, in lieu of the number of Common Shares to which it was theretofore entitled upon conversion, the aggregate number of Common Shares or other securities or property of the Company or of the body corporate, trust, partnership or other entity resulting from the reorganization, consolidation, merger, arrangement or amalgamation or to which such sale may be made, as the case may be, that the Holder would have been entitled to receive as a result of such reorganization, consolidation, merger, arrangement, amalgamation or sale if, on the record date or effective date thereof, as the case may be, the Holder had been the registered holder of the number of Common Shares to which it was entitled upon conversion.

(d) In any case in which this Section 4.5 shall require that an adjustment shall become effective immediately after a record date for an event referred to herein, the Company may defer, until the occurrence of such event, issuing to the Holder, in the case of this Convertible Debenture being converted after such record date and before the occurrence of such event, the additional Common Shares issuable upon such conversion by reason of the adjustment required by such event before giving effect to such adjustment; provided, however, that the Company shall deliver to the Holder an appropriate instrument evidencing the Holder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares declared in favour of holders of record of Common Shares on and after the Conversion Date.

(e) The adjustments provided for in this Section 4.5 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this Section 4.5. No adjustment of the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least one percent (1%) in the Conversion Price then in effect; provided however, that any adjustments which by reason of this subsection (e) are not required to be made shall be carried forward and taken into account in any subsequent adjustment.

(f) In the event of any question arising with respect to the adjustments provided for in this Section 4.5, such question shall be conclusively determined by the Company's auditors, and such auditors shall have access to all necessary records of the Company and such determination shall be binding upon the Company, and the Holder.

(g) No adjustment in the Conversion Price shall be made in respect of any event described in subsection 4.5(a)(iii) if all required regulatory approvals have been received and the Holder is entitled by the Company to and participates in such event on the same terms, mutatis mutandis, as if the Holder had converted this Debenture prior to the effective date or record date, as the case may be, of such event.

(h) If a state of facts shall exist to which the provisions of this Section 4.5 are not strictly applicable, or if strictly applicable, would not fairly adjust the rights of the Holder against dilution in accordance with the intent and purposes hereof, then the Company shall execute and deliver to the Holder an amendment hereto providing for an adjustment in the application of such provisions so as to adjust such rights as aforesaid. The Holder shall accept the certificate or opinion of a firm of chartered accountants (who may be the Company's auditors) with respect to any such adjustment in the application of such provision, and as to questions of law in connection therewith, shall accept an opinion of counsel.

4.6 **No Requirement to Issue Fractional Shares**. The Company shall not be required to issue fractional Common Shares upon the conversion of this Convertible Debenture pursuant to this ARTICLE IV. If any fractional interest in a Common Share would otherwise be deliverable upon the conversion of this Convertible Debenture, then the number of Common Shares to be issued shall be rounded down to the next whole number.

4.7 **Cancellation of Converted Convertible Debenture**. Upon conversion of the entire Principal Amount of this Convertible Debenture pursuant to this ARTICLE IV, and payment of all accrued and unpaid interest, this Convertible Debenture shall be cancelled and shall be of no further force or effect.

4.8 **Certificate Legends**. Certificates representing the Common Shares issuable upon conversion of this Convertible Debenture as provided for in this ARTICLE IV may bear such legend(s) denoting the restrictions on transferability and imposed by applicable securities laws as counsel to the Company may determine. The Holder agrees to sell, assign or transfer such Common Shares only in accordance with the requirements of all such legends and applicable corporate and securities laws.

4.9 **Conversion by the Company at the Maturity Date**. Subject to the Terms and Conditions set out in this ARTICLE IV, the Company shall have the right, at its option, at the Maturity Date to convert the outstanding Principal Amount into fully paid and non-assessable common shares at the Conversion Price. The Conversion Price shall be subject to adjustment in accordance with Section 4.5.

ARTICLE V
SECURITY

5.1 **Security**. The mortgages, pledges and charges created herein shall take effect forthwith upon the execution of this Convertible Debenture and shall secure any and all indebtedness or obligations now or hereafter owing by the Company to the Holder and provided further, without restricting the generality of the foregoing, the indebtedness and obligations secured by the mortgages, pledges and charges created herein shall include the following:

(a) any sums advanced by the Holder to the Company which are made or incurred pursuant to, or permitted by, the terms of this Convertible Debenture, from the date of the advances or the incurring of such expenses or costs until reimbursed; and

(b) any extensions or renewals of all such indebtedness or obligations described herein.

5.2 **Collateral**. As general and continuing collateral security for the due payment of the outstanding Principal Amount, interest and all other monies payable hereunder or from time to time secured hereby and as security for the performance and observance of the covenants and agreements on the part of the Holders contained in the Convertible Debentures, the Company hereby grants, assigns, transfers, mortgages, pledges and charges as and by way of a floating charge to and in favour of the Holders, all of the Company's present and after-acquired real property and personal property. In this Convertible Debenture, the mortgages, charges and security interests hereby constituted are called the "**Security Interest**" and the subject matter of the Security Interest is called the "**Collateral**".

5.3 **Obligation to Pay**. Nothing contained in this Convertible Debenture is intended to or shall impair, as between the Company, its creditors and the Holders, the obligation of the Company, which is absolute and unconditional, to pay to the Holder the outstanding Principal Amount and other indebtedness and obligations of the Company to the Holder hereunder as and when the same shall become due and payable in accordance with the terms hereof, or affect the relative rights of the Holder, nor shall anything herein prevent the Holders from exercising all remedies otherwise permitted by applicable law or equity under this Convertible Debenture.

5.4 **Defeasance**. Upon payment by the Company to the Holder of the outstanding Principal Amount of this Convertible Debenture and all other money secured hereby and the satisfaction of all obligations secured hereunder and provided the security herein constituted shall not have become enforceable, then the Collateral shall revert in the Company without any release, acquittance, reconveyance, re-entry or other act or formality whatsoever, but the Holder shall nevertheless, within 10 days of being requested in writing by the Company to do so, deliver up this Convertible Debenture to the Company and execute, acknowledge or deliver to the Company a full release and reconveyance of the Collateral or such parts thereof as shall not have been disposed under the powers herein contained and such further and other documents reasonably requested by the Company.

5.5 **Partial Release**. No postponement or partial release or discharge of the mortgage, lien and charge created under and secured by this Convertible Debenture in respect of all or any part of the Collateral shall in any way operate or be construed so as to release and discharge the security hereby constituted in respect of the Collateral except as herein specifically provided, or so as to release or discharge the Company from its liability to the Holders to fully pay and satisfy the Aggregate Principal Amount of the Convertible Debentures and all other monies due or remaining unpaid by the Company to the Holders from time to time as provided herein.

5.6 **Proviso for Possession until Default**. Until the Security Interest hereby created shall become enforceable and the Holder shall have determined to enforce the same, the Company shall be permitted in the same manner and to the same extent as if this Convertible Debenture had not been executed, but subject to the express terms hereof, to possess, operate, manage, use and enjoy the Collateral in the ordinary course of business of the Company and for the purpose of carrying on the same, and for such purpose, to take and use the rents, income, profits and issues thereof, including dividends, profits and interest upon or in respect of any shares, bonds or other securities, claims and demands in judgment or otherwise at any time forming part of the Collateral.

ARTICLE VI
SENIORITY

6.1 **Series**. This Convertible Debenture is one of a series of like Convertible Debentures except as to the Principal Amount for an Aggregate Principal Amount of $10,500,000. All Convertible Debentures of the said series shall rank *pari passu* without any preference or priority over one another regardless of when issued and as if all the Convertible Debentures had been issued and negotiated simultaneously.

6.2 **Rank**. This Convertible Debenture and the indebtedness created hereby constitutes a direct and secured obligation of the Company and the Principal Amount in respect of this Convertible Debenture shall rank: (i) *pari passu* in right of payment of principal and interest with all other Convertible Debentures, subject to exceptions prescribed by statute or operation of law. (ii) Chandos Construction Ltd. holds first charge GSA over all present and after acquired property of the Company for an amount up to $3 million and JL Legacy holds a second charge GSA over all present and after acquired property of the Company for an amount up to $1.5 million. The Holder agrees to take second security on the Convertible Debenture behind the position of Chandos Construction ltd. and J L Legacy ltd.

ARTICLE VII
DEFAULT

7.1 **Acceleration of Maturity on Default**. Upon the happening of any one or more of the following events (herein called "**Events of Default**") namely:

(a) if the Company does not pay when due any Principal Amount payable by it under this Convertible Debenture at the place and in the currency in which such amount is expressed to be payable;

(b) if the Company does not pay interest payable by it under this Convertible Debenture at the place and in the currency in which such amount is expressed to be payable for three consecutive Interest Payment Dates;

(c) if the Company materially defaults in observing or performing any other covenants or conditions of this Convertible Debenture;

(d) if the Company makes a general assignment for the benefit of creditors; or any proceeding is instituted by it seeking relief as debtor, or to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition of it or its debts or for an order for similar relief under any law relating to bankruptcy, insolvency, reorganization or relief of debtors (including under any statutes relating to the incorporation of companies) or seeking appointment of a receiver or trustee, or other similar official for it or for any substantial part of its properties or assets; or any corporate or partnership action is taken to authorize any of the actions referred to in this Section 7.1(d);

(e) if any proceedings are instituted against the Company seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition of it or its debts or an order for similar relief under any law relating to bankruptcy, insolvency, reorganization or relief of debtors (including under any statutes relating to the incorporation of companies) or seeking appointment of a receiver, trustee or other similar official for it or for any substantial part of its properties or assets;

(f) if any proceedings with respect to the Company are commenced under the *Companies' Creditors Arrangement Act* (Canada);

(g) if the Company takes any corporate proceedings for its dissolution, liquidation or if the corporate existence of the Company shall be terminated by expiration, forfeiture or otherwise, or if the Company ceases or threatens to cease, to carry on all or a material part of its business; or

(h) if this Convertible Debenture shall for any reason, or is claimed by the Company to, cease in whole or in any part to be a legal, valid, binding and enforceable obligation of the Company;

then in each and every such event, the Holder hereof may deliver written notice of default to the Company signed by the holders of the Convertible Debentures representing not less than fifty (50%) percent of the principal amount of Convertible Debentures then outstanding, and thereupon the Principal Amount and all accrued but unpaid interest on the Convertible Debenture shall become due and payable to the Holder on the 30th day following receipt by the Company of such notice (unless the

Event of Default has been rectified by the Company or a Holder prior thereto), anything herein contained to the contrary notwithstanding, and the Company shall forthwith pay to the Holder the amount of the Principal Amount and interest then accrued but unpaid on the Convertible Debenture and all other moneys payable under the provisions hereof together with interest at the Interest Rate on such Principal Amount and interest from the date of the 30th day after receipt of such notice of default until payment is received by the Holder. Such payments, when received, shall be deemed to have been in discharge of the Company's obligations under Convertible Debenture.

7.2 **To Give Notice of Event of Default**. When any Event of Default has occurred and is continuing, the Company shall deliver to the Holder by hand delivery or facsimile transmission a notice signed by an authorized officer of the Company specifying such event, notice or other action within 5 Business Days of its occurrence unless such Event of Default shall have been cured or waived within such period.

7.3 **Waiver of Company's Rights**. To the full extent that it may lawfully do so, the Company for itself and its successors and assigns hereby waives and disclaims any benefit of, and shall not have or assert any right under, any statute or rule of law pertaining to the marshaling of assets, discussion, division or other matter whatever, to defeat, reduce or affect the rights of the Holder under the terms of this Convertible Debenture.

7.4 **Immunity of Shareholders, Directors and Officers**. The obligations on the part of the Company expressed herein are solely corporate obligations and no action, suit or proceeding shall be instituted or maintained in respect thereof against any past, present or future incorporator, shareholder, director or officer of the Company, either directly or through the Company or otherwise.

ARTICLE VIII
WAIVER

8.1 **Waiver**. The Holder may waive any breach of any of the provisions contained in this Convertible Debenture or any default by the Company in the observance or performance of any covenant, condition or obligation required to be observed or performed by it under the terms of this Convertible Debenture. No waiver, consent, act or omission by the Holder shall extend to or be taken in any manner whatsoever to affect any other or subsequent breach or default or the rights resulting therefrom and no waiver or consent by the Holder shall bind the Holder unless it is in writing. The inspection or approval by the Holder of any document or matter or thing done by the Company shall not be deemed to be a warranty or holding out of the adequacy, effectiveness, validity or binding effect of such document, matter or thing or a waiver of the Company's obligations.

ARTICLE IX
ADMINISTRATIVE PROVISIONS

9.1 **Registered Holders**. The person in whose name this Convertible Debenture shall be registered shall be deemed and regarded as the owner and holder hereof for all purposes, and the payment to and/or receipt of any Holder for any Principal Amount or interest hereby secured shall be a good discharge of the Company for the same, and the Company shall not be bound to enter in the register notice of any trust or to enquire into the title of any Holder or to recognize any trust or equity affecting the title hereof save as ordered by some court of competent jurisdiction or as required by statute.

ARTICLE X
MISCELLANEOUS

10.1 **Time**. Time shall be of the essence of this Convertible Debenture.

10.2 **Governing Law**. This Convertible Debenture, and all matters arising out of or related to this Convertible Debenture, shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of Alberta. Any suit, action or proceeding against the Company or the Holder arising out of or related to this Convertible Debenture shall be brought in the Province of Alberta. The Company and the Holder hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

10.3 **Severability**. If any one or more of the provisions or parts thereof contained in this Convertible Debenture should be or become invalid, illegal or unenforceable, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, severable therefrom and the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed.

10.4 **Headings**. The headings of the articles, sections, subsections and clauses of this Convertible Debenture have been inserted for convenience and reference only and do not define, limit, alter or enlarge the meaning of any provision of this Convertible Debenture.

10.5 **Binding Effect**. This Convertible Debenture and all of its provisions shall enure to the benefit of the Holder, its successors and assigns, and shall be binding upon the Company and its successors and permitted assigns. The expression the "Holder" as used herein shall include the Holder's permitted assigns whether immediate or derivative.

10.6 **Consents and Approvals - General**. The Holder of this Convertible Debenture by its acceptance thereof hereby covenants, acknowledges and agrees that, the consents and approvals of the holders of Convertible Debentures for any matters that they may be entitled to vote on as a matter of applicable law, and subject to certain exceptions set forth below, the amendment of the terms of the Convertible Debentures, may only be approved when both the Company has approved such matters and such matters have been approved: (i) by holders of Convertible Debentures representing a simple majority of the Aggregate Principal Amount of Convertible Debentures present in person or by proxy at a meeting of holders of Convertible Debentures called and held in accordance with the provisions of the constating documents of the Company that are otherwise applicable to meetings of the shareholders, to be applicable to the calling and holding of meetings of holders of Convertible Debentures *mutatis mutandis*; or (ii) by the written consent of holders of Convertible Debentures representing a simple majority of the Aggregate Principal Amount of Convertible Debentures outstanding as of the date of the resolution. Without the consent of any holder of Convertible Debentures, the Company may amend this Convertible Debenture: (i) to cure any ambiguity, defect or inconsistency; provided however, that such amendment does not adversely affect the rights of any holder of Convertible Debentures; (ii) to provide for the succession of another person to the Company, or successive successions, and the assumption by the successor person of the covenants, agreements and obligations of the Company; (iii) to make any change that does not adversely affect the rights of any holder of Convertible Debentures; (iv) to add to the covenants or obligations of the Company under this Convertible Debenture or to surrender any right, power or option conferred in the Convertible Debenture upon the Company; or (v) to comply with any applicable law.

10.7 **Holder not a Shareholder**. Nothing in this Convertible Debenture shall, in itself confer or be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company, including, without limitation, the right to vote at, to receive notice of, or to attend a meeting of shareholders or any offer proceedings of the Company, or the right to receive dividends or other distributions.

10.8 **Convertible Debenture Issued as Security.** This Convertible Debenture shall be held by the Holder as evidence of indebtedness and for the obligations which from time to time are due and owing by the Company to the Holder and any ultimate unpaid balance or unperformed part thereof.

10.9 **Release and Discharge**. When the Company duly pays the Holder the Principal Amount together with all other moneys which may become owing pursuant to this Convertible Debenture, this Convertible Debenture shall cease and become null and void and shall for all purposes be considered to be discharged and cancelled, and none of the provisions of this Convertible Debenture shall survive such discharge and cancellation.

10.10 **Non-Negotiability.** This Convertible Debenture is not a negotiable instrument and is not transferrable or assignable without the consent of the Company, which may be unreasonably withheld.

10.11 **Third Party Beneficiaries**. This Convertible Debenture shall not benefit or create any right or cause of action in favour of any Person, other than the Company and the Holder. No Person, other than the Company and the Holder, is entitled to rely on the provisions of this Convertible Debenture in any action, suit, proceeding, hearing or other forum. The Company and the Holder reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Subordinate Note to any person who is not the Company or the Holder without notice to or consent of that Person.

ARTICLE XI
NOTICE

11.1 **Notices**. Any notice required or permitted to be given under any of this Convertible Debenture or any tender or delivery of documents may be given by personal delivery or by email transmission to the parties at the following addresses:

(a) to the Holder at:

Everyday People Cannabis Inc.
10250 176 Street NW.
Edmonton Alberta T5S 1L2
Attention: Gordon Reykdal, Director
gord@epfinancial.ca

(b) to the Company at:

FREEDOM CANNABIS INC.
9827 - 279 Street
Acheson Industrial Park, Acheson, Alberta, T7X 6J4

Attention: Gianfranco Potestio, CEO
Email: johnfrankpotestio@freedomcannabis.ca

Any notice or delivery shall be given as herein provided or to such other addresses or in care of such other person as a party may from time to time advise by notice in writing as aforesaid. The date of receipt of such notice or delivery shall be the date of actual delivery to the address specified if delivered or the date of actual email transmission if emailed, unless such date is not a Business Day, in which event the date of receipt shall be the next Business Day immediately following the date of such delivery or transmission.

APPENDIX I

to the Series 1 12% Convertible Secured Debentures of Freedom Cannabis Inc.

NOTICE OF CONVERSION

Due [●], 2021

TO: FREEDOM CANNABIS INC.

The undersigned registered Holder of the above referenced convertible debenture (the "**Convertible Debenture**") hereby converts $______________ of the Principal Amount of such Convertible Debenture into Common Shares of Freedom Cannabis Inc. at a deemed price of $0.60 per Common Share in accordance with the terms of the Convertible Debenture and directs that the Common Shares issuable and deliverable upon the conversion be issued and delivered to the Holder at the address below.

DATED ______________________________.

____
(Signature of Holder)

Print name below in which the Common Shares issued on conversion are to be issued, delivered and registered.

____
(Name)

____
(Address, including postal code)

____

PROMISSORY NOTE

AMOUNT: $ 150,000.00 **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on October, 28th, 2020 (the "Loan"), FREEDOM CANNABIS INC. (the "Debtor"), DOES HEREBY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of One Hundred and Fifty Thousand ($ 150,000.00) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTOR DOES HEREBY PROMISE to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTOR DOES HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTOR hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtor evidencing the Loan, which Promissory Note(s) were made effective

1.) October 28th, 2020 in the amount of $150,000 and included as Attachment "A".

DATED this 6 day of October, 20 21.

This is Exhibit I referred to in the Affidavit (or Statutory Declaration) of John Frank 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

FREEDOM CANNABIS INC.

Per:

00191272 - 4150-6311-7873 v.1

ATTACHMENT "A"

PROMISSORY NOTE

AMOUNT: $150,000.00

FOR VALUE RECEIVED:

I/We, Freedom Cannabis Inc., of 9827 279 street, Acheson, AB T7X 6J4, do hereby jointly and severally promise to pay, on demand to JL Legacy Ltd., of 325, 8170 – 50 Street, Edmonton, Alberta, T6B 1E6, the sum of one hundred fifty thousand dollars ($150,000.00).

AND, further unconditionally promise to pay, interest at the rate of 10.0% per annum, calculated monthly not in advance. The interest will begin on October 28, 2020 until the end of term when the principle and interest becomes due in full on November 6, 2020.

I/We, jointly and severally, as the case may be, further give a charge or lien against any real property to which I/we may own now or in the future and all present and any or all after acquired personal property I/we own.

AND I/we, jointly and severally, as the case may be, hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

Dated at the City of Edmonton in the Province of Alberta

this 28th day of October, 2020.

Witness N GARNEAU

Witness

Freedom Cannabis Inc.

Freedom Cannabis Inc.

PROMISSORY NOTE

AMOUNT: $300,000.00 **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on January 7th, 2021 (the "Loan"), to FREEDOM CANNABIS INC. and 639478 ALBERTA LTD. (the "Debtors"), DO HEREBY JOINTLY and SEVERALLY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of three hundred thousand dollars ($300,000.00) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTORS DO HEREBY PROMISE jointly and severally to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTORS DO HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTORS hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtors evidencing the Loan, which Promissory Note(s) were made effective

1. In the amount of $330,000.00 dated Jan 7, 2021 and included as Attachment "A"
2. In the amount of $300,000.00 dated August 27, 2021 and included as Attachment "B"

DATED this 7 day of October, 2021.

Freedom Cannabis Inc.

Per: ______________________

Print Name: John Frank Potestio

639478 Alberta Ltd.

Per: ______________________

Print Name John Frank Potestio

Per: ______________________

Print Name Julie Potestio

PROMISSORY NOTE

AMOUNT: $330,000.00

FOR VALUE RECEIVED:

I/We, 639478 Alberta Ltd., of 54032 Range Road 262, Sturgeon County, Alberta, T8T 0Z1, and Freedom Cannabis Inc., Gianfrank Potestio and Julie Potestio of 9827 279 street, Acheson, AB T7X 6J4 do hereby jointly and severally promise to pay, on demand to JL Legacy Ltd., of 325, 8170 – 50 Street, Edmonton, Alberta, T6B 1E6, the sum of three hundred, thirty thousand dollars ($330,000.00).

AND, further unconditionally promise to pay, interest at the rate of 10.0% per annum, calculated and compounded monthly not in advance. The interest will begin on January 7, 2021 until the end of term when the principal and interest becomes due in full upon the receipt of the funds from the Canada Revenue Agency that was issued on December 30, 2020 to Freedom Cannabis Inc.

If we have not received the above CRA funds by February 7, 2021, the interest only payments of $2,750.00 will begin on February 7, 2021.

I/We, jointly and severally, as the case may be, further give a charge or lien against any real property to which I/we may own now or in the future and all present and any or all after acquired personal property I/we own.

AND I/we, jointly and severally, as the case may be, hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

Dated at the City of Edmonton in the Province of Alberta

this 7th day of January, 2021

Witness

Witness

Witness

Witness

Witness

Witness

639478 Alberta Ltd.

639478 Alberta Ltd.

Freedom Cannabis Inc.

Freedom Cannabis Inc.

Gianfrank Potestio

Julie Potestio

DIRECTION TO PAY

I/We, I/We, 639478 Alberta Ltd., of 54032 Range Road 262, Sturgeon County, Alberta, T8T 0Z1, and Freedom Cannabis Inc., Gianfrank Potestio and Julie Potestio of 9827 279 street, Acheson, AB T7X 6J4, do hereby irrevocably direct JL Legacy Ltd., to pay the sum of $300,000.00 (three hundred thousand dollars) to Rancho Reality (Edmonton) Ltd. from the proceeds of the Promissory Note between JL Legacy Ltd. and Gianfranco Potestio, Julie Potestio, 639478 Alberta Ltd. and Freedom Cannabis Inc. dated January 7, 2021.

Dated at the City of Edmonton in the Province of Alberta

this 7th day of January, 2021.

Witness	639478 Alberta Ltd.
Witness	639478 Alberta Ltd.
Witness	Freedom Cannabis Inc.
Witness	Freedom Cannabis Inc.
Witness	Gianfrank Potestio
Witness	Julie Potestio

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: January 7th, 2021

AMOUNT:($300,000.00) (the "Amount Borrowed")

FOR VALUE RECEIVED:

I/We, the corporation of Freedom Cannabis Inc., of 9827 279 St, Acheson, AB T7X 6J4, do hereby unconditionally promise to pay the Amount Borrowed to JL Legacy LTD. of #325, 8170-50 Street, in the City of Edmonton, in the Province of Alberta.

I/We jointly agree the Amount Borrowed is to be used to pay Rancho Realty.

AND I further unconditionally promise to pay interest at the rate of 10% per annum, calculated monthly not in advance. The term on this loan is one-year open term.

I/We, jointly and severally hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

All such sums shall be due and payable as follow:

- Due January 7th, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at Edmonton this 27 day of Aug, 2021
(City) (Date) (Month)

X____________________
WITNESS

X____________________
Freedom Cannabis Inc.

Print Witness Name:__________

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: January 7th, 2021

AMOUNT:($300,000.00) (the "Amount Borrowed")

FOR VALUE RECEIVED:

I/We, the corporation of Freedom Cannabis Inc., of 9827 279 St, Acheson, AB T7X 6J4, do hereby unconditionally promise to pay the Amount Borrowed to JL Legacy LTD. of #325, 8170-50 Street, in the City of Edmonton, in the Province of Alberta.

I/We jointly agree the Amount Borrowed is to be used to pay Rancho Realty.

AND I further unconditionally promise to pay interest at the rate of 10% per annum, calculated monthly not in advance. The term on this loan is one-year open term.

I/We, jointly and severally hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

All such sums shall be due and payable as follow:

- Due January 7th, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at Edmonton this 24 day of Aug, 2021
(City) (Date) (Month)

X____________________
WITNESS

X____________________
Freedom Cannabis Inc.

Print Witness Name:____________

PROMISSORY NOTE

AMOUNT: $330,000.00

FOR VALUE RECEIVED:

I/We, 639478 Alberta Ltd., of 54032 Range Road 262, Sturgeon County, Alberta, T8T 0Z1, and Freedom Cannabis Inc., Gianfrank Potestio and Julie Potestio of 9827 279 street, Acheson, AB T7X 6J4 do hereby jointly and severally promise to pay, on demand to JL Legacy Ltd., of 325, 8170 – 50 Street, Edmonton, Alberta, T6B 1E6, the sum of three hundred, thirty thousand dollars ($330,000.00).

AND, further unconditionally promise to pay, interest at the rate of 10.0% per annum, calculated and compounded monthly not in advance. The interest will begin on January 7, 2021 until the end of term when the principal and interest becomes due in full upon the receipt of the funds from the Canada Revenue Agency that was issued on December 30, 2020 to Freedom Cannabis Inc.

If we have not received the above CRA funds by February 7, 2021, the interest only payments of $2,750.00 will begin on February 7, 2021.

I/We, jointly and severally, as the case may be, further give a charge or lien against any real property to which I/we may own now or in the future and all present and any or all after acquired personal property I/we own.

AND I/we, jointly and severally, as the case may be, hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

Dated at the City of Edmonton in the Province of Alberta

this 7th day of January, 2021

Witness

Witness

Witness

Witness

Witness

Witness

639478 Alberta Ltd.

639478 Alberta Ltd.

Freedom Cannabis Inc.

Freedom Cannabis Inc.

Gianfrank Potestio

Julie Potestio

DIRECTION TO PAY

I/We, I/We, 639478 Alberta Ltd., of 54032 Range Road 262, Sturgeon County, Alberta, T8T 0Z1, and Freedom Cannabis Inc., Gianfrank Potestio and Julie Potestio of 9827 279 street, Acheson, AB T7X 6J4, do hereby irrevocably direct JL Legacy Ltd., to pay the sum of $300,000.00 (three hundred thousand dollars) to Rancho Reality (Edmonton) Ltd. from the proceeds of the Promissory Note between JL Legacy Ltd. and Gianfranco Potestio, Julie Potestio, 639478 Alberta Ltd. and Freedom Cannabis Inc. dated January 7, 2021.

Dated at the City of Edmonton in the Province of Alberta

this 7th day of January, 2021.

Witness	639478 Alberta Ltd.
Witness	639478 Alberta Ltd.
Witness	Freedom Cannabis Inc.
Witness	Freedom Cannabis Inc.
Witness	Gianfrank Potestio
Witness	Julie Potestio

PROMISSORY NOTE

AMOUNT: $__50,000.00_____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on __February 26th__, 2021_ (the "Loan"), FREEDOM CANNABIS INC. (the "Debtor"), DOES HEREBY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of _Fifty Thousand_ ($__50,000.00_____) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTOR DOES HEREBY PROMISE to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTOR DOES HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTOR hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtor evidencing the Loan, which Promissory Note(s) were made effective

1.) In the amount of $50,000.00 dated August 27th, 2021. (attached as Attachment "A")

2.) In the amount of $50,000.00 dated February 26th, 2021 (unsigned version attached as Attachment "B")

DATED this __6__ day of __October_____, 20_21_.

FREEDOM CANNABIS INC.

Per: ____________________

ATTAchment "A"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: March 2nd, 2021

AMOUNT:($50,000.00) (the "Amount Borrowed")

FOR VALUE RECEIVED:

I/We, the corporation of Freedom Cannabis Inc., of 9827 279 St, Acheson, AB T7X 6J4, do hereby unconditionally promise to pay the Amount Borrowed to JL Legacy LTD. of #325, 8170-50 Street, in the City of Edmonton, in the Province of Alberta.

I/We jointly agree the Amount Borrowed is to be used to pay Freedom Cannabis payroll.

AND I further unconditionally promise to pay interest at the rate of 10% per annum, calculated monthly not in advance. The term on this loan is one-year open term.

I/We, jointly and severally hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

All such sums shall be due and payable as follow:

- Due March 2nd, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at ~~August 21~~ Edmonton this 27 day of August, 202_
(City) (Date) (Month)

X____________________
WITNESS

X____________________
Freedom Cannabis Inc.

Print Witness Name:____________

ATTACHMENT "B"

PROMISSORY NOTE

AMOUNT: $50,000.00

FOR VALUE RECEIVED:

I/We, Freedom Cannabis Inc., of 9827 279 street, Acheson, AB T7X 6J4, do hereby jointly and severally promise to pay, on demand to JL Legacy Ltd., of 325, 8170 – 50 Street, Edmonton, Alberta, T6B 1E6, the sum of sixty thousand dollars ($50,000.00).

AND, further unconditionally promise to pay, interest at the rate of 10.0% per annum, calculated monthly not in advance. The interest will begin on February 26, 2021 until the end of term when the principal and interest becomes due in full.

I/We, jointly and severally, as the case may be, further give a charge or lien against any real property to which I/we may own now or in the future and all present and any or all after acquired personal property I/we own.

AND I/we, jointly and severally, as the case may be, hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

Dated at the City of Edmonton in the Province of Alberta
this 26th day of February, 2021.

Witness

Freedom Cannabis Inc.

Witness

Freedom Cannabis Inc.

PROMISSORY NOTE

AMOUNT: $_150,000.00_____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on __March 10th__, 2021_ (the "Loan"), FREEDOM CANNABIS INC. (the "Debtor"), DOES HEREBY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of _One Hundred and Fifty Thousand_ ($__150,000.00______) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTOR DOES HEREBY PROMISE to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTOR DOES HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTOR hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtor evidencing the Loan, which Promissory Note(s) were made effective

1.) In the amount of $150,000.00 dated August 27th, 2021. (attached as Attachment "A")

2.) In the amount of $155,000.00 dated March 10th 2021. (attached as Attachment "B")

DATED this __6__ day of __October________, 20_21_.

FREEDOM CANNABIS INC.

Per: ____________________

ATTACHMENT "A"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: March 10th, 2021

AMOUNT:($150,000.00) (the "Amount Borrowed")

FOR VALUE RECEIVED:

I/We, the corporation of Freedom Cannabis Inc., of 9827 279 St, Acheson, AB T7X 6J4, do hereby unconditionally promise to pay the Amount Borrowed to JL Legacy LTD. of #325, 8170-50 Street, in the City of Edmonton, in the Province of Alberta.

I/We jointly agree the Amount Borrowed is to be used to pay Freedom Cannabis payroll.

AND I further unconditionally promise to pay interest at the rate of 10% per annum, calculated monthly not in advance. The term on this loan is one-year open term.

I/We, jointly and severally hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

All such sums shall be due and payable as follow:

- Due March 10th, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at EDMONTON this 27 day of August, 2021
(City) (Date) (Month)

X

WITNESS

X

Freedom Cannabis Inc.

Print Witness Name:

SENT MAR 24/2021

ATTACHMENT "B"

PROMISSORY NOTE

AMOUNT: $155,000.00

FOR VALUE RECEIVED:

I/We, Freedom Cannabis Inc., of 9827 279 street, Acheson, AB T7X 6J4, do hereby jointly and severally promise to pay, on demand to JL Legacy Ltd., of 325, 8170 – 50 Street, Edmonton, Alberta, T6B 1E6, the sum of one hundred, fifty-five thousand dollars ($155,000.00).

AND, further unconditionally promise to pay, interest at the rate of 10.0% per annum, calculated monthly not in advance. The interest will begin on March 10, 2021 until the end of term when the principal and interest becomes due in full.

I/We, jointly and severally, as the case may be, further give a charge or lien against any real property to which I/we may own now or in the future and all present and any or all after acquired personal property I/we own.

AND I/we, jointly and severally, as the case may be, hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

Dated at the City of Edmonton in the Province of Alberta this 10th day of March, 2021.

Witness

Freedom Cannabis Inc. CEO Freedom

Witness

Freedom Cannabis Inc.

PROMISSORY NOTE

AMOUNT: $ 50,000.00 **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on April 13th, 2021 (the "Loan"), FREEDOM CANNABIS INC. (the "Debtor"), DOES HEREBY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of Fifty Thousand ($ 50,000.00) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTOR DOES HEREBY PROMISE to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTOR DOES HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTOR hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtor evidencing the Loan, which Promissory Note(s) were made effective

1.) In the amount of $55,000.00 April 13th, 2021 (attached as Attachment "A")

2.) In the amount of $50,000.00 April 13th, 2021 (unsigned version attached as Attachment "B")

DATED this 6 day of October, 20 21.

FREEDOM CANNABIS INC.

Per: ______________________

ATTACHMENT "A"

PROMISSORY NOTE

AMOUNT: $55,000.00

FOR VALUE RECEIVED:

I/We, Freedom Cannabis Inc., of 9827 279 street, Acheson, AB T7X 6J4, do hereby jointly and severally promise to pay, on demand to JL Legacy Ltd., of 325, 8170 – 50 Street, Edmonton, Alberta, T6B 1E6, the sum of fifty five thousand dollars ($55,000.00).

AND, further unconditionally promise to pay, interest at the rate of 10.0% per annum, calculated monthly not in advance. The interest will begin on April 13, 2021 until the end of term when the principal and interest becomes due in full.

I/We, jointly and severally, as the case may be, further give a charge or lien against any real property to which I/we may own now or in the future and all present and any or all after acquired personal property I/we own.

AND I/we, jointly and severally, as the case may be, hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

Dated at the City of Edmonton in the Province of Alberta
this 13th day of April, 2021.

Witness

Witness

CEO
Freedom Cannabis Inc.

GIANFRANCO POTESTIO
Freedom Cannabis Inc.

ATTACHMENT "B"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: April 13th, 2021

AMOUNT:($50,000.00) (the "Amount Borrowed")

FOR VALUE RECEIVED:

I/We, the corporation of Freedom Cannabis Inc., of 9827 279 St, Acheson, AB T7X 6J4, do hereby unconditionally promise to pay the Amount Borrowed to JL Legacy LTD. of #325, 8170-50 Street, in the City of Edmonton, in the Province of Alberta.

I/We jointly agree the Amount Borrowed is to be used to pay Freedom Cannabis payroll.

AND I further unconditionally promise to pay interest at the rate of 10% per annum, calculated monthly not in advance. The term on this loan is one-year open term.

I/We, jointly and severally hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

All such sums shall be due and payable as follow:

- Due April 13th, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at ________________________ this _____ day of ________________, 202_
(City) (Date) (Month)

X__________________________
WITNESS

X__________________________
Freedom Cannabis Inc.

Print Witness Name:____________

PROMISSORY NOTE

AMOUNT: $__125,000.00_____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on ___May 3rd____, 2021_ (the "Loan"), FREEDOM CANNABIS INC. (the "Debtor"), DOES HEREBY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of _One Hundred and Twenty Five Thousand____ (\$_125,000.00_____) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTOR DOES HEREBY PROMISE to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTOR DOES HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTOR hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtor evidencing the Loan, which Promissory Note(s) were made effective

1.) In the amount of $150,000.00 dated August 27th, 2021. (attached as Attachment "A")

2.) In the amount of $137,500.00 dated May 3rd, 2021 (attached as Attachment "B")

DATED this __6__ day of __October________, 20 21 .

FREEDOM CANNABIS INC.

Per: ____________________

ATTACHMENT "A"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: May 4th, 2021

AMOUNT:($125,000.00) (the "Amount Borrowed")

FOR VALUE RECEIVED:

I/We, the corporation of Freedom Cannabis Inc., of 9827 279 St, Acheson, AB T7X 6J4, do hereby unconditionally promise to pay the Amount Borrowed to JL Legacy LTD. of #325, 8170-50 Street, in the City of Edmonton, in the Province of Alberta.

I/We jointly agree the Amount Borrowed is to be used to pay Freedom Cannabis payroll.

AND I further unconditionally promise to pay interest at the rate of 10% per annum, calculated monthly not in advance. The term on this loan is one-year open term.

I/We, jointly and severally hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

All such sums shall be due and payable as follow:

- Due May 4th, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at B Oman Toy this 27 day of August, 2021
(City) (Date) (Month)

X________________________
WITNESS

X________________________
Freedom Cannabis Inc.

Print Witness Name:____________

ATTACHMENT "B"

PROMISSORY NOTE

AMOUNT: $137,500.00

FOR VALUE RECEIVED:

I/We, Freedom Cannabis Inc., of 9827 279 street, Acheson, AB T7X 6J4, do hereby jointly and severally promise to pay, on demand to JL Legacy Ltd., of 325, 8170 – 50 Street, Edmonton, Alberta, T6B 1E6, the sum of one hundred and thirty-seven thousand and five hundred dollars ($137,500.00) upon demand

AND, further unconditionally promise to pay, interest at the rate of 10.0% per annum, calculated monthly not in advance. The interest will begin on June 3, 2021 until the end of term or upon demand when the principal and interest becomes due in full.

I/We, jointly and severally, as the case may be, further give a charge or lien against any real property to which I/we may own now or in the future and all present and any or all after acquired personal property I/we own.

AND I/we, jointly and severally, as the case may be, hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

Dated at the City of Edmonton in the Province of Alberta this 3rd day of May, 2021.

Witness

Witness

Freedom Cannabis Inc.

Freedom Cannabis Inc.

PROMISSORY NOTE

AMOUNT: $__125,000.00_____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on ___May 3rd_____, 2021_ (the "Loan"), FREEDOM CANNABIS INC. (the "Debtor"), DOES HEREBY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of _One Hundred and Twenty Five Thousand_____ (\$__125,000.00______) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTOR DOES HEREBY PROMISE to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTOR DOES HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTOR hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtor evidencing the Loan, which Promissory Note(s) were made effective

1.) In the amount of \$150,000.00 dated August 27th, 2021. (attached as Attachment "A")

2.) In the amount of \$137,500.00 dated May 3rd, 2021 (attached as Attachment "B")

DATED this __10__ day of ___October__________, 20_21_.

FREEDOM CANNABIS INC.

Per: ____________________

Attachment "A"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: May 4th, 2021

AMOUNT:($125,000.00) (the "Amount Borrowed")

FOR VALUE RECEIVED:

I/We, the corporation of Freedom Cannabis Inc., of 9827 279 St, Acheson, AB T7X 6J4, do hereby unconditionally promise to pay the Amount Borrowed to JL Legacy LTD. of #325, 8170-50 Street, in the City of Edmonton, in the Province of Alberta.

I/We jointly agree the Amount Borrowed is to be used to pay Freedom Cannabis payroll.

AND I further unconditionally promise to pay interest at the rate of 10% per annum, calculated monthly not in advance. The term on this loan is one-year open term.

I/We, jointly and severally hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

All such sums shall be due and payable as follow:

- Due May 4th, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at B.O.May Toy this 27 day of August, 2021
(City) (Date) (Month)

X

WITNESS

X

Freedom Cannabis Inc.

Print Witness Name:___________

ATTACHMENT "B"

PROMISSORY NOTE

AMOUNT: $137,500.00

FOR VALUE RECEIVED:

I/We, Freedom Cannabis Inc., of 9827 279 street, Acheson, AB T7X 6J4, do hereby jointly and severally promise to pay, on demand to JL Legacy Ltd., of 325, 8170 – 50 Street, Edmonton, Alberta, T6B 1E6, the sum of one hundred and thirty-seven thousand and five hundred dollars ($137,500.00) upon demand

AND, further unconditionally promise to pay, interest at the rate of 10.0% per annum, calculated monthly not in advance. The interest will begin on June 3, 2021 until the end of term or upon demand when the principal and interest becomes due in full.

I/We, jointly and severally, as the case may be, further give a charge or lien against any real property to which I/we may own now or in the future and all present and any or all after acquired personal property I/we own.

AND I/we, jointly and severally, as the case may be, hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

Dated at the City of Edmonton in the Province of Alberta this 3rd day of May, 2021.

Witness

Witness

Freedom Cannabis Inc.

Freedom Cannabis Inc.

PROMISSORY NOTE

AMOUNT: $_124,807.20_____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on __May 27th___, 2021_ (the "Loan"), FREEDOM CANNABIS INC. (the "Debtor"), DOES HEREBY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of _One Hundred and Twenty-Four Thousand, Eight Hundred and Seven and Twenty Cents____ ($_124,807.20_____) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTOR DOES HEREBY PROMISE to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTOR DOES HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTOR hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtor evidencing the Loan, which Promissory Note(s) were made effective

1.) In the amount of 124,807.20 dated August 27th, 2021. (attached as Attachment "A")

DATED this __6__ day of __October__________, 20_____.

FREEDOM CANNABIS INC.

Per: ____________________

ATTACHMENT "A"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: May 27th, 2021

AMOUNT:($124,807.20) (the "Amount Borrowed")

FOR VALUE RECEIVED:

I/We, the corporation of Freedom Cannabis Inc., of 9827 279 St, Acheson, AB T7X 6J4, do hereby unconditionally promise to pay the Amount Borrowed to JL Legacy LTD. of #325, 8170-50 Street, in the City of Edmonton, in the Province of Alberta.

I/We jointly agree the Amount Borrowed is to be used to pay AlterPak.

AND I further unconditionally promise to pay interest at the rate of 10% per annum, calculated monthly not in advance. The term on this loan is one-year open term.

I/We, jointly and severally hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

All such sums shall be due and payable as follow:

- Due May 27th, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at Edmonton (City) this 27 (Date) day of August (Month), 2021

X
WITNESS

X
Freedom Cannabis Inc.

Print Witness Name:

PROMISSORY NOTE

AMOUNT: $__105,000.00____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on __June 1st____, 2021_ (the "Loan"), FREEDOM CANNABIS INC. (the "Debtor"), DOES HEREBY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of _One Hundred and Five Thousand__ ($_105,000.00_____) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTOR DOES HEREBY PROMISE to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTOR DOES HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTOR hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtor evidencing the Loan, which Promissory Note(s) were made effective

1.) In the amount of $105,000.00 dated August 27th, 2021. (attached as Attachment "A")

DATED this __6__ day of __October__________, 20_21_.

FREEDOM CANNABIS INC.

Per: ______________________

ATTACHMENT "A"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: June 1st, 2021

AMOUNT:($105,000.00) (the "Amount Borrowed")

FOR VALUE RECEIVED:

I/We, the corporation of Freedom Cannabis Inc., of 9827 279 St, Acheson, AB T7X 6J4, do hereby unconditionally promise to pay the Amount Borrowed to JL Legacy LTD. of #325, 8170-50 Street, in the City of Edmonton, in the Province of Alberta.

I/We jointly agree the Amount Borrowed is to be used to pay Freedom Cannabis payroll.

AND I further unconditionally promise to pay interest at the rate of 10% per annum, calculated monthly not in advance. The term on this loan is one-year open term.

I/We, jointly and severally hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

All such sums shall be due and payable as follow:

- Due June 1st, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at Bon Marty this 27 day of August, 2021
(City) (Date) (Month)

X______________________
WITNESS

X______________________
Freedom Cannabis Inc.

Print Witness Name:__________

PROMISSORY NOTE

AMOUNT: $_54,763.67_____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on __June 3rd_____, 2021_ (the "Loan"), FREEDOM CANNABIS INC. (the "Debtor"), DOES HEREBY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of _Fifty-Four Thousand Seven Hundred and Sixty Three and Sixty-Seven Cents____ (\$_54,763.67_____) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTOR DOES HEREBY PROMISE to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTOR DOES HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTOR hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtor evidencing the Loan, which Promissory Note(s) were made effective

1.) In the amount of $54,763.67 dated August 27th, 2021. (attached as Attachment "A")

DATED this __6__ day of __October________, 20_21_.

FREEDOM CANNABIS INC.

Per: ____________________

ATTACHMENT "A"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: June 3rd, 2021

AMOUNT:($54,763.67) (the "Amount Borrowed")

FOR VALUE RECEIVED:

I/We, the corporation of Freedom Cannabis Inc., of 9827 279 St, Acheson, AB T7X 6J4, do hereby unconditionally promise to pay the Amount Borrowed to JL Legacy LTD. of #325, 8170-50 Street, in the City of Edmonton, in the Province of Alberta.

I/We jointly agree the Amount Borrowed is to be used to Futurola.

AND I further unconditionally promise to pay interest at the rate of 10% per annum, calculated monthly not in advance. The term on this loan is one-year open term.

I/We, jointly and severally hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

All such sums shall be due and payable as follow:

- Due June 3rd, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at Big Moutry this 27 day of August, 202_
(City) (Date) (Month)

X

WITNESS

X

Freedom Cannabis Inc.

Print Witness Name:___________

PROMISSORY NOTE

AMOUNT: $__15,000.00_____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on ___June 10th______, 2021_ (the "Loan"), FREEDOM CANNABIS INC. (the "Debtor"), DOES HEREBY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of _Fifteen Thousand__ ($__15,000.00______) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTOR DOES HEREBY PROMISE to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTOR DOES HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTOR hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtor evidencing the Loan, which Promissory Note(s) were made effective

1. In the amount of $15,000.00 dated June 10, 2021 (unsigned version attached as Attachment "B")

DATED this ___6___ day of ___October____________, 20_21_.

FREEDOM CANNABIS INC.

Per: ________________________

Attachment "A"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: June 10th, 2021

AMOUNT:($15,000.00) (the "Amount Borrowed")

FOR VALUE RECEIVED:

I/We, the corporation of Freedom Cannabis Inc., of 9827 279 St, Acheson, AB T7X 6J4, do hereby unconditionally promise to pay the Amount Borrowed to JL Legacy LTD. of #325, 8170-50 Street, in the City of Edmonton, in the Province of Alberta.

I/We jointly agree the Amount Borrowed is to be used to Freedom Cannabis payroll.

AND I further unconditionally promise to pay interest at the rate of 10% per annum, calculated monthly not in advance. The term on this loan is one-year open term.

I/We, jointly and severally hereby wave notice of presentation and dishonourment of the same.

All borrowers identified in this Promissory Note shall be jointly and severally liable for any debts secured by this Promissory Note.

All such sums shall be due and payable as follow:

- Due June 10th, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at ______________________ this _____ day of ______________, 202_
(City) (Date) (Month)

X______________________ X______________________

WITNESS Freedom Cannabis Inc.

Print Witness Name:___________

PROMISSORY NOTE

AMOUNT: $__110,000.00_____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on __June 16th_____, 2021_ (the "Loan"), FREEDOM CANNABIS INC. (the "Debtor"), DOES HEREBY PROMISE to pay to the order of JL LEGACY LTD. (the "Lender"), on Demand, the principal sum of _One Hundred and Ten Thousand____ (\$_110,000.00_____) DOLLARS (the "Principal Sum"), together with interest thereon or on so much thereof as remains unpaid from time to time at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly.

DEMAND FOR PAYMENT may be made at any time and from time to time of the whole or any portion of the amounts remaining owing.

THE DEBTOR DOES HEREBY PROMISE to also pay to the Lender on Demand a 10% administration fee, together with interest at the rate of Ten percent (10.0%) per annum, calculated and compounded monthly, from the date of advance of the Loan.

THE DEBTOR DOES HEREBY PROMISE to pay all legal fees on a solicitor and his own client basis, and other collection costs incurred by the Lender associated with any proceeding or action to recover this Promissory Note.

THE DEBTOR hereby waives protest, notice of protest, presentment for payment and notice of non-payment.

THIS PROMISSORY NOTE replaces the Promissory Note(s) previously issued to the Lender by the Debtor evidencing the Loan, which Promissory Note(s) were made effective

1.) In the amount of $110,000.00 dated August 27th, 2021. (attached as Attachment "A")

DATED this __6__ day of __October________, 20_21_.

FREEDOM CANNABIS INC.

Per: ____________________