ATTACHMENT "A"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: June 17th, 2021

AMOUNT:($110,000.00) (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 17th, 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

AMOUNT: $ 141,053.90 **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on June 24th, 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 Forty-One Thousand and Fifty-Three Dollars and Ninety Cents ($ 141,053.90) 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 $141,053.90 dated August 27th, 2021. (attached as Attachment "A")

DATED this 6 day of October, 20 21.

FREEDOM CANNABIS INC.

Per: _____

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: June 23rd, 2021

AMOUNT:($141,053.90) (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 Roll Pros Inc.

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 23rd, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at Edmonton this 27 day of August, 2021

(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 July 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, 2021.

FREEDOM CANNABIS INC.

Per: _____

ATTACHMENT "A"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: July 16th, 2021

AMOUNT:($110,000.00) (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 16th, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at Edmonton this 27 day of August, 2021

(City) (Date) (Month)

X_____ X_____

WITNESS Freedom Cannabis Inc.

Print Witness Name:_____

PROMISSORY NOTE

AMOUNT: $ 8,656.29 **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on July 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 Eight Thousand Six Hundred and Fifty-Six Dollars and Twenty-Nine Cents ($ 8,656.29) 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 $8,656.29 dated August 27th, 2021. (attached as Attachment "A")

DATED this 6 day of October, 2021.

FREEDOM CANNABIS INC.

Per: _____

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: July 27th, 2021

AMOUNT:($8,656.29) (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 McLennan Ross LLP. bill no. 749656.

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 July 27th, 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:_____

PROMISSORY NOTE

AMOUNT: $ 25,000.00 **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on August 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 Twenty-Five Thousand ($ 25,000.00) 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 $25,000.00 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: August 3rd, 2021

AMOUNT:($25,000.00) (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 August 3rd, 2022.
- Made payable by cheque to JL Legacy LTD.

Dated at EDMONTON this 27 day of August, 2021

(City) (Date) (Month)

X_____ X_____

WITNESS Freedom Cannabis Inc.

Print Witness Name:_____

PROMISSORY NOTE

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

FOR VALUE RECEIVED by way of an advance of funds made on August 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")

DATED this 6 day of October, 2021.

FREEDOM CANNABIS INC.

Per: _____

ATTACHMENT "A"

PROMISSORY NOTE

TO: JL Legacy LTD.

DATE: August 26th, 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 August 26th, 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.

PROMISSORY NOTE

AMOUNT: $__7,486.34 _____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on _September 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 _Seven Thousand four hundred and eighty six dollars and 34 cents ($__7,486.34 _____) 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.

DATED this __6__ day of __October_____, 20_21_.

FREEDOM CANNABIS INC.

Per: _____

PROMISSORY NOTE

AMOUNT: $__60,000.00_____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on __October 1h_____, 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 _Sixty Thousand dollars ($__60,000.00_____) 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.

DATED this ___6___ day of ___October_____, 20_21_.

FREEDOM CANNABIS INC.

Per: _____

PROMISSORY NOTE

AMOUNT: $__3,454.45 _____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on __October 1h ___, 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 _Three Thousand four hundred and fifty four dollars and 45 cents ($__3,454.45 _____) 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.

DATED this __6__ day of __October__, 20__21__.

FREEDOM CANNABIS INC.

Per: _____

PROMISSORY NOTE

AMOUNT: $__151,848.00_____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on __October 1h ___, 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 one thousand eight hundred and forty eight dollars ($__151,848.00) 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.

DATED this __6__ day of __October__, 20 21.

FREEDOM CANNABIS INC.

Per: _____

PROMISSORY NOTE

AMOUNT: $__80,000.00_____ **DUE: ON DEMAND**

FOR VALUE RECEIVED by way of an advance of funds made on __October 5th___, 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 _Eighty Thousand_ ($80,000.00) 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.

DATED this __6__ day of __October__, 20_21_.

FREEDOM CANNABIS INC.

Per: _____

THIS AGREEMENT MADE EFFECTIVE ON THE 31st DAY OF DECEMBER, 2023

BETWEEN:

This is Exhibit J 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

JL LEGACY LTD.

("JL Legacy")

OF THE FIRST PART

- and -

FREEDOM CANNABIS INC.

("Freedom")

OF THE SECOND PART

J.L. LEGACY FORBEARANCE AGREEMENT

WHEREAS JL Legacy has advanced various loans and services (the "Legacy Loans") to or for the benefit of Freedom as set out in a series of agreements between JL Legacy and Freedom, including one dated August 27, 2021 containing conversion rights at a rate of 10¢ per Common Share with respect to all indebtedness and services owed by Freedom to JL Legacy (the "Conversion Rights");

AND WHEREAS the Legacy Loans include, but are not limited to:

(a) The sum of $1,500,000 advanced in March 2019;

(b) The sum of $2,000,000 owed under the Convertible Secured Debenture originally issued by Freedom to EAM Enterprises Inc. and subsequently assigned to JL Legacy; and

(c) All other amounts advanced by JL Legacy to or for the benefit of Freedom, including:

(i) such claims as were assigned to JL Legacy in connection with JL Legacy satisfying the claim of Chandos Construction Ltd.;

(ii) all emergency operational loans that remain unpaid;

(iii) all inventory purchase loans that remain unpaid;

(iv) all debentures held by JL Legacy;

(v) advances for services via debenture units as referred in the Loan Agreement executed January 27, 2020;

(vi) all future loans and services provided to Freedom;

all of which loans and services have accrued and unpaid interest, bonuses and fees;

AND WHEREAS JL Legacy has transferred to various employees of Freedom, fully paid up shares of Freedom owned by JL Legacy, as an incentive for such employees to continue to provide services to Freedom (the "Employee Shares");

AND WHEREAS JL Legacy has provided the consulting services of its director, Timothy J. Latimer, to Freedom on a daily basis, for which services JL Legacy has not been paid (the "Consulting Services");

AND WHEREAS Freedom is in default of the terms and in performance of its obligations with respect to the Legacy Loans and services and interest has accrued on the Legacy Loans;

AND WHEREAS JL Legacy has been entitled to enforce payment of the Legacy Loans, through legal process, but has forborne in doing so at the request of Freedom;

AND WHEREAS JL Legacy is prepared to now issue demand for payment of the Legacy Loans and enforce the security held by JL Legacy in connection with the Legacy Loans, and Freedom has requested that JL Legacy not do so for a period of 12 months, which period may be shortened at the election of JL Legacy in the event of a material adverse change in the business or affairs of Freedom (the "Forbearance");

AND WHEREAS the Forbearance is conditional upon Freedom paying ongoing interest monthly on the Legacy Loans and services, except to the extent that JL Legacy waives any such monthly payment in its sole discretion;

AND WHEREAS JL Legacy is prepared to grant the Forbearance on the terms set out below;

NOW THEREFORE WITNESS THAT in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. 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.

2. The Forbearance shall only come effective upon execution of this Agreement, and upon the following events occurring:

   (a) An amendment to any loan agreement that does not have a 10% administration fee is hereby amended to implement a 10% administration fee as of the date each loan was advanced.

   (b) An increase in the rate of interest payable on the Legacy Loans effective January 1, 2023, to the rate of 15% per annum compounded monthly;

   (c) An amendment to the Conversion Rights from 10¢ per Common Share to 5¢ per Common Share or such lesser amount as may be agreed to by the Board of Directors of Freedom from time to time, but otherwise on the same basis as is outlined in the agreement dated August 27, 2021;

   (d) Accrue as a payable to JL Legacy for the Consulting Services, at $10,000 per month commencing January 1, 2021, together with interest at the rate of 15%

per annum compounded monthly, provided that the Conversion Rights on such accrued debt may be exercised at any time and from time to time by JL Legacy at the same conversion rate of 5¢ per Common Share or such lesser amount as may be agreed to by the Board of Directors of Freedom from time to time;

(e) Accrue as a payable to JL Legacy a fee equivalent to 5% of the outstanding balance of the Legacy Loans, as at January 1, 2022, which fee shall be compounded monthly during calendar year 2022 and be payable January 1, 2023;

(f) Accrue as a payable a fee of $300,000 on the loan of $1,500,000 advanced in March 2019, which fee shall be payable in the same manner as the loan of $1,500,000, and which fee shall not be subject to conversion into shares or warrants unless otherwise agreed to by JL Legacy, provided that such fee may be paid in tranches from time to time as directed by JL Legacy;

(g) Accrue as a payable a 2.5% borrowing fee on the $2,000,000 Convertible Secured Debenture, which fee shall be payable in the same manner as the $2,000,000 Convertible Secured Debenture, and which fee shall not be subject to conversion into shares or warrants unless otherwise agreed to by JL Legacy, provided that such fee may be paid in tranches from time to time as directed by JL Legacy.

3. Notwithstanding the provisions of paragraph 2 hereof:

(a) The 1¢ conversion rights contained in the Agreement For Funding Of Emergency Canada Revenue Agency Obligations ("CRA Funding") at 1¢ per share, shall continue to apply to the CRA Funding; and

(b) The conversion rights on the EAM Enterprises Inc. $2 million Convertible Secured Debenture shall ~~continue to~~ have a conversion rate of 6¢ per share,

or such lesser amount as may be agreed to by the Board of Directors of Freedom from time to time~~.~~; and

~~(b)~~(c) The conversion rights on the EAM Enterprises Inc. $600,000 Convertible Secured Debenture shall continue to have a conversion rate of 6¢ per share, or such lesser amount as may be agreed to by the Board of Directors of Freedom from time to time.

4. Absent JL Legacy waiving payment of interest on a monthly basis, Freedom shall make payment of interest on the first day of each month commencing January 1, 2024, attributable to the prior month. Any interest payment waived by JL Legacy shall continue to accrue interest compounded monthly at the rate of 15% per annum.

5. Upon implementation of the events described in paragraph 2 above, JL Legacy will and does hereby agree to the Forbearance for a period of 12 months, provided that such period may be shortened at the election of JL Legacy in the event of a material adverse change in the business or affairs of Freedom.

6. Freedom covenants and agrees to issue to JL Legacy Common Shares at a purchase price of 5¢ each or such lesser amount as may be agreed to by the Board of Directors of Freedom from time to time, to reimburse JL Legacy for its transfer to various employees of the Employee Shares. JL Legacy shall report to Freedom, coincidental with execution hereof, as to the number of shares and the employees to whom such shares were issued.

7. JL Legacy shall be entitled to assign and transfer to a third party, in its sole discretion, all or any part of the Legacy Loans and the benefits of the Legacy Loans as set out herein.

8. In connection with the assignment of the Convertible Secured Debenture from EAM Enterprises Inc. to JL Legacy, the fee for services of Gordon Reykdal, in the amount of $166,312.29, which services were not provided, and such fee is hereby terminated.

9. Freedom covenants and agrees to reimburse JL Legacy for all legal fees and disbursements incurred by JL Legacy in connection with the review and amendment to the Forbearance Agreement, forthwith upon request by JL Legacy.

10. Time shall be of the essence of this Agreement.

11. The parties agree to do such further acts and execute such further documents as may be necessary or desirable to give full force and effect to this Agreement.

12. Any notice to be given by either party to the other shall be in writing, and shall be sufficiently given if sent by prepaid registered mail (if there is no interruption in normal mail service) or delivered or emailed to the parties at the addresses as follows:

(a) If to Legacy:

JL Legacy Ltd.
17322 - 107 Avenue
Edmonton, AB T5S 1E9
Attention: Timothy J. Latimer
Email: tim@businessasaforceforgood.ca

with a copy to:

McLennan Ross LLP
600 McLennan Ross Bldg.
12220 Stony Plain Road
Edmonton, AB T5N 3Y4
Attention: Charles P. Russell, Q.C.
Email: chuck.russell@mross.com

(b) If to Freedom:

Freedom Cannabis Inc.
9827 279 Street
Acheson, AB T7X 6J4
Attention: John Frank Potestio
Email: johnfrankpotestio@freedomcannabis.ca

or to such other street address email address as either party may from time to time advise the other in writing. Any such notice shall, if delivered by hand, be deemed to have been given when delivered, or if transmitted by email be deemed to have been given immediately upon receipt thereof if received on a business day, but if received on other than a business day shall be deemed to have been received on the first business day after actual receipt, or if mailed on the fifth business day following the day on which it was mailed.

13. This agreement shall be interpreted in accordance with the laws of the Province of Alberta.

14. This agreement may be executed in counterpart. Each counterpart when executed will be deemed to be an original and all counterparts together will constitute one agreement, to be effective as of the date first set out above.

EXECUTED as at the day and year first above written.

JL LEGACY LTD.

Per: _____

Per: _____

FREEDOM CANNABIS INC.

Per: _____

Per: _____

FREEDOM CANNABIS INC.

RESOLUTIONS IN WRITING OF THE DIRECTORS
OF FREEDOM CANNABIS INC. (THE "CORPORATION"),
MADE EFFECTIVE AS OF THE 31ST DAY OF DECEMBER,
2023.

WHEREAS:

A. A copy of a Forbearance Agreement between the Corporation and JL Legacy Ltd. dated December 31, 2023 was presented with this resolution for review, ratification and approval by the directors of the Corporation.

IT IS RESOLVED THAT:

1. The preamble is hereby incorporated by reference into this resolution.

2. The Corporation enter into the Forbearance Agreement and the same is hereby ratified and approved by the directors of the Corporation.

3. Any one director or officer of the Corporation is hereby authorized and directed for and on behalf of the Corporation to negotiate and settle the terms and conditions of the Forbearance Agreement, and the Additional Documents and to seek legal advice from counsel for the Corporation with respect to the Forbearance Agreement, and the Additional Documents and to executed the Forbearance Agreement, and the Additional Documents under the corporate seal of the Corporation or otherwise and to deliver the Forbearance Agreement, and the Additional Documents with such deletions, additions, modifications and/or changes thereto as the directors may consent to and the execution of the Forbearance Agreement, and the Additional Documents by the directors shall be deemed to be conclusive evidence of such consent.

This resolution may be executed and transmitted by electronic means and each electronically delivered version thereof shall, for all purposes, be deemed an original and shall have the same force and effect as an original.

Signed by the directors of the Corporation entitled to vote on the foregoing resolutions.

DAVID MAJESKI	Greg Krischke Greg Krischke (May 26, 2024 07:18 MDT) **GREGORY D. KRISCHKE**
GIANFRANCO POTESTIO	**JULIE CECILE POTESTIO**

00191272 - 4144-5340-5006 v.1

This is Exhibit K 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

SUMMARY OF MATERIAL CORRESPONDENCE WITH CRA

The following is a summary of material correspondence between CRA and Freedom.

a) On November 20, 2023, CRA wrote to Freedom advising that the Excise License was renewed effective November 27, 2023, up to and including January 26, 2024, on the following conditions: (a) Freedom was to pay monthly excise duty filings and duty payable by the due date (last day of the calendar month following Freedom's reporting period); and (b) Freedom and CRA were to enter and maintain a payment arrangement in relation to the Excise Tax Arrears then owing. A copy of this correspondence is included with this letter is enclosed herewith.

b) On December 20, 2023, Freedom wrote to CRA outlining a proposed repayment plan with respect to the Excise Tax Arrears, and the proposed release of security over assets by JLL, Freedom's primary secured lender, as required by CRA. A copy of this correspondence is enclosed herewith.

c) On December 28, 2023, CRA responded to the Freedom payment plan proposal indicating that the CRA could not accept the proposed arrangement because: (1) the period it covers extends past the deadline normally allowed for payment; and (2) it does not cover the full amount of debt owed as stated in that letter ($8,288,928.43) as it does not include interest. A copy of this correspondence is enclosed herewith.

d) On January 8, 2024, Freedom provided an updated payment plan for the Excise Tax Arrears, which contemplated payment of the full arrears amount by December 31, 2024. Payments under this proposal escalated from $100,000.00 monthly to $150,000.00 monthly, to $200,000.00 monthly, to $275,000.00 monthly, to $300,000.00 monthly, to $350,000.00 monthly, to $375,000.00 monthly, to $400,000 monthly, with a final payment at the end of 2026 of $464,718.00. A copy of this correspondence is enclosed herewith.

e) On January 17, 2024, Freedom spoke with CRA representatives, including a member of CRA's licensing team, to further discuss Freedom's proposal. At the end of this call, Freedom understood that the CRA license renewal department would review their proposal on the following day (January 18, 2024) and would respond in writing regarding that proposal.

f) On January 18, 2024, CRA seized $1,082,377.80 ("**Seizure**") from Freedom's ATB operating account and put an additional -$5,600,000.00 overdraw on the account. This action occurred, on the morning of January 18, 2024, prior to the scheduled call with CRA.

g) During a call subsequently held with the CRA on January 18, 2024, CRA indicated that CRA collections would release its hold on the ATB Account with the following conditions: (a) CRA would retain the $1,082,377.80.00 seized from Freedom and would apply that to October and November 2023 amounts owing; (b) Starting February 1, 2024, Freedom would now pay $200,000.00 per month towards the Excise Tax Arrears; (c) CRA would revisit the payment schedule in six (6)months (i.e. July 2024); and (d) Freedom would continue to pay all prospective obligations in the ordinary course.

h) The Seizure had the effect of disrupting Freedom's operations by compromising Freedom's ability to operate its business and collect from its customers (i.e. provincial and non-provincial customers). Freedom had planned on making the December excise payment in January 2024 by utilizing part of the 1,082,377.80.00 of funds that CRA garnished on January 18, 2024.

i) On January 19, 2024, Freedom contacted CRA to discuss the provincial payments that Freedom would be receiving on January 19, 2024, which Freedom required to make payroll the following week. During that call, CRA confirmed that the bank garnishment had been released and that CRA was not communicating with the provinces.

j) On January 24, 2024, Freedom was informed by its provincial buyer from Northwest Territories that a CRA demand letter dated January 18, 2023 (a requirement to pay) was received from the CRA. Further, on January 29, 2024, Freedom received two letters from CRA, dated January 16, 2024, each indicating to two of Freedom's customers that Freedom owed $6.4 million to CRA, and that any payments to Freedom should be redirected to CRA.

k) Due to the Seizure, and subsequent (requirement to pay) letters sent by CRA to provincial authorities and non-provincial customers, Freedom did not have cash on hand to make the initial payment within the timeline proposed by the CRA. On January 30, 2024, Freedom wrote to CRA advising that it was prepared to enter a plan, subject to certain amendments, necessary given the Seizure by CRA and the uncertainty as to whether provinces would advance funds to Freedom or whether funds would be redirected to CRA. Those amendments included, among other things:

   a. Freedom would continue to make the monthly cannabis tax payments owing in the ordinary course. However, due to the Seizure and the resulting lack of funds that were earmarked for the payment owing for December 2023, Freedom requested a four (4) week extension to repay this amount;

   b. CRA would provide a 3-month extension of the Excise License (for the months February, March and April 2024), and that further 3-month extensions would be granted so long as Freedom continues to meet its obligations under this payment plan as such extensions will help restore confidence in Freedom's operations; and

   c. CRA would not take any further collection actions to garnish Freedom accounts or to intercept receivables owing from provinces or other purchasers and rescind any outstanding demands.

l) In the February 28 Letter, Freedom again requested that CRA work with Freedom in regards to streamlining the stamp process and grant a three (3) month extension of Freedom's license so that it could seek to accelerate payments of the Excise Tax Arrears to CRA. This request was denied by CRA.

m) On June 12, 2024, CRA issued a notice of assessment for excise duty to Freedom for the period April 1, 2024 to April 30, 2024 (the "**Notice of Assessment**"). The amount assessed by CRA in excise duties for the period April 1, 2024 to April 30, 2024 was $711,534.23. The total balance owing by Freedom to CRA (inclusive of the amount assessed for April 1, 2024 to April 30, 2024) was $7,545,561.28 which was fully payable by July 2, 2024. A copy of the Notice of Assessment is enclosed herewith.

Canada Revenue Agency | Agence du revenu du Canada

November 20, 2023

Enrico Potestio
Project Manager
Freedom Cannabis Inc.
9827 279th Street
Acheson AB T7X 6J4

Dear Enrico Potestio:

Subject: Renewal of Cannabis Licence under the Excise Act, 2001

We have reviewed your cannabis licence renewal application and are pleased to inform you that your cannabis licence (73115 8929 RD0001) under the Excise Act, 2001 has been renewed effective November 27, 2023 with the following conditions:

1. Monthly excise duty filings and duty payable are paid by the due date (last day of the calendar month following your reporting period)
2. Enter and maintain a payment arrangement in relation to the arrears balance owing.

Sufficient Financial Resources

A holder of a licence issued under the Excise Act, 2001 who wishes to maintain or renew their excise licence must continue to meet certain conditions imposed under the Act. Pursuant to paragraph 2(2)(e) of the Regulations Respecting Excise Licences and Registrations a licensee must maintain sufficient financial resources to conduct their business in a responsible manner.

In order to demonstrate that you have sufficient financial resources to conduct business in a responsible manner in accordance with section 2 of the Regulations, we require that the following payment requirements are met:

1. Monthly excise duty filings and duty payable are paid by the due date (last day of the calendar month following your reporting period)
2. Enter and maintain a payment arrangement in relation to the arrears balance owing.

Please contact Marie-France Levoie at 1-833-780-2703 to make payment arrangements.

Failure to meet the above-mentioned payment arrangement may render your licence not eligible for renewal, as you would not meet the requirements per the Regulations.

Cannabis Licence Number

The following licence number should be recorded on all correspondence with the CRA:

73115 8929 RD0001
9827 279 St.
Acheson AB T7X 6J4

Acknowledgement of Security

A person renewing a cannabis licence under the Act is required to maintain security in a form satisfactory to the CRA and in an amount determined by the Regulations Respecting Excise Licences and Registrations. Please ensure your posted security remains valid and is sufficient to ensure payment of the amount referred to in paragraph 160(b) of the Act. If you have questions in regards to the security requirement, please contact our office.

Renewal of Cannabis Licence

Information related to renewing a cannabis licence is provided in Excise Duty Notice EDN52, Obtaining and Renewing a Cannabis Licence. Subject to meeting the requirements for maintaining a cannabis licence, the licence will remain in effect for the period specified in the licence.

The expiry date for your licence will be **January 26, 2024**. In order to renew the cannabis licence, a completed Form L300, Cannabis Licence Application must be submitted to your regional office not later than 30 days before the expiry date.

Obligations of a Cannabis Licensee

Changes to Information

The CRA must be informed of any changes to the name, legal entity, business or mailing address, location of books and records or changes to any other information provided in the licence application form. The CRA must also be informed if your business/operations have been discontinued or sold.

Books and Records

All cannabis licensees are required to maintain adequate books and records and provide access to those books and records to excise officers. Denied access to books and records could result in a suspension or the cancellation of a cannabis licence.

Filing of Returns

A form B300, Cannabis Duty and Information Return, for each filing division under your cannabis licence must be filed for each calendar month whether or not any duty is payable. Your returns are due at the end of the month following the calendar month for the production being reported. It should be noted that a licensee who fails to file a return for a reporting period as and when required will be subject to penalty. Similarly, if payment is not made as and when required, a licensee will be subject to interest on the late payment.

Electronic filing of the monthly B300 Cannabis Duty and Information Return, the B301 Application for a Refund of Cannabis Duty, as well as other account information, such as account transactions and balances, licence status and account maintenance activities, is available at canada.ca/my-cra-business-account. Electronic filing of returns provides immediate confirmation that your return has been received by the CRA. Enrollment can be completed online, and further information is available at canada.ca/my-cra-business-account or by phone at 1-800-959-5525.

Monthly excise cannabis returns may also be printed from our website at canada.ca/cannabis-excise so that they may be completed and submitted by mail. Please note that should a return and any payment due not be filed or received within the time limits, penalty and interest charges may be applied in accordance with the Act.

Methods of Destruction and Analysis

As a reminder, methods for destruction and analysis of cannabis products must be approved by the Minister. Any changes to the previously approved methods must be submitted in writing to the Regional Manager for Excise Duty for approval, prior to implementation of the revised procedures.

Although we reserve the right to be present during any destruction, mandatory notification and witnessing of destruction is not required for regular, routine destruction. However, unusual destruction or the destruction of packaged goods returned from a purchaser are required to be reported and may require witnessing of the destruction by an officer.

Should you have any questions or require clarification regarding the above information, please do not hesitate to contact Royce Chae at 1-604-353-6462. For general information regarding the excise duty on cannabis products please go to canada.ca/cannabis-excise or call 1-866-330-3304 to make an enquiry. To request a ruling or technical interpretation on cannabis excise duty, please email cannabis@cra-arc.gc.ca.

Sincerely,

Laura Reed
A/Regional Manager, Excise Duties and Taxes
Western Region - Prairie Office
Canada Revenue Agency

Telephone: 1-866-330-3304
Facsimile: 1-204-984-0606
Address: Eastern Prairie Tax Services Office
PO Box 1022 Station Main
Winnipeg MB R3C 2W2

Canada Revenue Agency
Agence du revenu du Canada

Central and Southern Quebec TSO
Brossard QC J4Z 3T8

December 28, 2023

FREEDOM CANNABIS INC.
9827 279 ST
ACHESON AB T7X 6J4

Account Number
73115 8929 RD0001

Dear Sir or Madam:

Subject: Excise duty arrears for 2021-12-31 to 2023-10-31
Balance: $8,264,717.67

8288928.43

We received your payment plan for the arrears dated December 21, 2023 that you uploaded through My Business Account.

We cannot accept this as an arrangement to cover your arrears balance because:

- the period it covers extends past the deadline normally allowed for payment;
- it does not cover the full amount of the debt you owe as it does not include interests.

Please call this office within 10 days of the date of this letter at one of the telephone numbers shown below to discuss this matter. If you do not respond within that time, we may have to take legal action against you without further notice. For example, we may garnish your income, garnish your bank account, seize and sell your assets, or use any other legal means to collect the amount you owe.

Yours truly,

M-F. Lavoie (1247)
Collections Officer

Canada

National ATP Office
3250 Lapinière Boulevard
Brossard QC J4Z 3T8

Local : 833-780-2703
Toll Free : 1-833-780-2703
Fax : 866-936-7600
Web site : canada.ca/taxes

Canada Revenue Agency | Agence du revenu du Canada

February 19, 2024

Enrico Potestio
Freedom Cannabis Inc.
9827 279th Street
Acheson, AB T7X 6J4

Dear Enrico Potestio:

Subject: Renewal of Cannabis Licence under the Excise Act, 2001

We have reviewed your cannabis licence renewal application, and your cannabis licence under the Excise Act, 2001 has been renewed effective **February 27, 2024** for a period of forty-three days and will expire effective **April 10, 2024.**

The following conditions apply:

1. Monthly excise duty filings and duty payable are paid by the due date (last day of the calendar month following your reporting period).
2. Maintain a payment arrangement in relation to the arrears balance owing.

Cannabis licence number

The following licence number should be recorded on all correspondence with the CRA:

73115 8929 RD0001
9827 279th Street, Acheson, AB T7X 6J4

Each of the physical business locations included in the licence application has been provided with a separate account number as follows:

Location	Account Identifier	Account Type	Premises Address
1	RD0001	Filing	9827 279th Street, Acheson, AB T7X 6J4

Sufficient Financial Resources

A holder of a licence issued under the Act who wishes to maintain or renew their excise licence must continue to meet certain conditions imposed under the Act. Pursuant to paragraph 2(2)(e) of the Regulations Respecting Excise Licences and Registrations a licensee must maintain sufficient financial resources to conduct their business in a responsible manner.

To demonstrate that you have sufficient financial resources to conduct business in a responsible manner in accordance with section 2 of the Regulations, we require that the following payment requirements are met before the short-term renewal expires:

1. Excise duty filings each month must be current, and payments are required to be remitted within the reporting period (before the last day of the calendar month).
    a. January 2024 Return and Duty Payable
        i. Must file and pay in full by February 29, 2024
    b. February 2024 Return and Duty Payable
        i. Must file and pay in full by March 31, 2024
2. A payment arrangement is established and maintained for any arrears balances as agreed upon. As of February 19, 2024, the following accounts require attention. The amounts on account must not increase. Please continue to address the balance outstanding:
    - RD = $7,622,097

The new current payment arrangement with collections as agreed upon is as follows:

- Remit $200,000 by the end of each month towards arrears, starting February 2024.
    - February 2024: Must pay the full amount agreed to towards arrears
    - March 2024: Must pay in full the amount agreed to towards arrears

Please contact Marie-France Levoie at 1-833-780-2703 about the payment arrangement.

Failure to meet the above mentioned payment requirements may render you ineligible for renewal of your cannabis licence, as you will not meet the requirements of the Regulations as previously noted.

Failure to keep current with the payment requirements may affect your ability to order stamps.

Obligations of a Cannabis Licensee

Changes to Information

The CRA must be informed of any changes to the name, legal entity, business or mailing address, location of books and records or changes to any other information provided in the licence application form. The CRA must also be informed if your business/operations have been discontinued or sold.

Books and Records

All cannabis licensees are required to maintain adequate books and records and provide access to those books and records to excise officers. Denied access to books and records could result in a suspension or the cancellation of a cannabis licence.

Filing of Returns

A form B300, Cannabis Duty and Information Return for each filing division under your cannabis licence must be filed for each calendar month whether or not any duty is payable. Your returns are due at the end of the month following the calendar month for the production being reported.

Electronic filing of the monthly B300 Cannabis Duty and Information Return, the B301 Application for a Refund of Cannabis Duty, as well as other account information, such as account transactions and balances, licence status and account maintenance activities, is available at **canada.ca/my-cra-business-account**. Electronic filing of returns provides immediate confirmation that your return has been received by the CRA. Enrollment can be completed online, and further information is available at **canada.ca/my-cra-business-account** or by phone at 1-800-959-5525.

Excise cannabis returns may also be printed from our website at **canada.ca/cannabis-excise** so that they may be completed and submitted by mail. Please note that should a return and any payment due not be filed or received within the time limits, penalty and interest charges may be applied in accordance with the Act.

Methods of Destruction and Analysis

As a reminder, methods for destruction and analysis of cannabis products must be approved by the Minister. Any changes to the previously approved methods must be submitted in writing to the Regional Manager for Excise Duty for approval, prior to implementation of the revised procedures.

Although we reserve the right to be present during any destruction, mandatory notification and witnessing of destruction is not required for regular, routine destruction. However, unusual destruction or the destruction of packaged goods returned from a

purchaser are required to be reported and may require witnessing of the destruction by an officer.

Should you have any questions or require clarification regarding the above information, please do not hesitate to contact Royce Chae at 1-604-353-6462. For general information regarding the excise duty on cannabis products please call 1-866-330-3304 or go to **canada.ca/cannabis-excise**. To request a ruling or interpretation or make a technical enquiry on cannabis excise duty, please email **cannabis@cra-arc.gc.ca**.

Sincerely,

Laura Reed
A/Regional Manager, Excise Duties and Taxes
Western Region - Prairie Office
Canada Revenue Agency

Telephone: 1-866-330-3304
Facsimile: 1-204-984-0606
Address: Eastern Prairie Tax Services Office
PO Box 1022 Station Main
Winnipeg MB R3C 2W2

COURT FILE NUMBER	
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
	IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, as amended AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FREEDOM CANNABIS INC.
APPLICANT	FREEDOM CANNABIS INC.
DOCUMENT	**CONSENT TO ACT AS MONITOR**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**CHAITONS LLP** 5000 Yonge St., Floor 10 Toronto, ON M2N 7E9 Attn: Harvey Chaiton / Danish Afroz / Laura Culleton Phone: 416-218-1129 / 1137 / 1128 Email: harvey@chaitons.com /dafroz@chaitons.com / laurac@chaitons.com File:

KPMG INC. a licensed trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, if so appointed, hereby consents to act as the Court-appointed Monitor of Freedom Cannabis Inc. pursuant to section 11.7 of the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended.

Dated this _5th_ day of August, 2024.

KPMG INC.

Name: Pritesh Patel
Title:
I have authority to bind the corporation

This is Exhibit ...L... referred to in the Affidavit (or Statutory Declaration) of JohnFrank 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

DOC#117103450v1

JL Legacy Ltd. (the "DIP LENDER")
DEBTOR IN POSSESSION FINANCING TERM SHEET
(the "**Term Sheet**")

August 6, 2024

This is Exhibit "M" to the Affidavit of JohnFrank Potestio Sworn before me this 6 day of August A.D. 2024

A Notary Public / A Commissioner for Oaths in and for the Province of Alberta

JUSTIN A. WILLIAMS
Barrister & Solicitor

Freedom Cannabis Inc.

Attention: JohnFrank Potestio

Re: Debtor in Possession Financing

WHERE AS:

A. Freedom Cannabis Inc. (the "**Borrower**") is making an application to the Alberta Court of King's Bench (the "**Court**") on August 8, 2024 for an initial order (the "**Initial Order**"), which, authorizes the Borrower to commence proceedings (the "**CCAA Proceeding**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") and among other things, appoints KPMG Inc. as monitor of the Borrower (in such capacity, the "**Monitor**").

B. The Borrower has requested that JL Legacy Ltd. (the "**DIP Lender**") provide it with interim financing to fund the Borrower's restructuring efforts in the context of the CCAA Proceeding.

C. Subject to the terms and conditions contained herein (the "**DIP Term Sheet**"), the DIP Lender is prepared to establish the DIP Facility (as defined below) in favour of the Borrower.

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which is hereby acknowledged) and for other good and valuable consideration, agree as follows:

1.	**BORROWER:**	Freedom Cannabis Inc.
2.	**LOAN AMOUNT:**	CAD $3,000,000
3.	**DIP FACILITY:**	Revolving facility in the maximum amount of CAD $3,000,000 (the "**DIP Facility**"). The DIP Facility shall be used to fund the Borrower's cash flow shortfall during the CCAA Proceeding, including working capital requirements and restructuring fees in accordance with the cash flow projections approved by the Monitor and the DIP Lender, attached hereto as **Schedule "A"** (the "**Cash Flow Forecast**")until the earliest of: (i) the repayment of the DIP Facility in full; (ii) the completion of the sale of the Borrower's business and assets; or (iii) the termination of the CCAA Proceeding.

4.	**ADVANCES:**	Subject to the Conditions Precedent set out in Section 10 of this Term Sheet, the DIP Facility shall be available by multiple advances of no less than $200,000 each (individually an "**Advance**" and collectively "**Advances**"), upon the Borrower providing advance notice to the DIP Lender, and each such Advance shall be transferred by wire transfer or otherwise into an account designated by the Borrower. Until the Comeback Hearing, there shall be no more than $1,000,000 outstanding under the DIP Facility. Each Advance shall be requested by the Borrower in writing, with a copy to the Monitor (each, an "**Advance Request**"). Nothing in this Term Sheet creates a legally binding obligation on the DIP Lender to advance any amount under the DIP Facility at any time unless the Borrower complies with the provisions of this Term Sheet.
5.	**INTEREST:**	Interest shall accrue on the Advances at a rate equal to 15% per annum on the outstanding indebtedness (the "**Interest**"), which will accrue and become payable on the Maturity Date.
6.	**RECOVERABLE EXPENSES:**	The Borrower shall pay, in each case, on a full indemnity basis: (i) all reasonable legal expenses incurred by the DIP Lender in connection with the negotiation, preparation and performance of this Term Sheet, and (ii) all of the DIP Lender's costs of realization or enforcement, in each case in connection with or related to the DIP Facility, the DIP Charge (defined below), this Term Sheet, or the CCAA Proceeding related to the DIP (collectively, "**Recoverable Expenses**"), provided that the Recoverable Expenses will become payable on the Maturity Date. For greater certainty, Recoverable Expenses shall include all reasonable fees and expenses incurred by the DIP Lender, as it relates to the DIP Lender's participation as DIP Lender in connection with the CCAA Proceeding, and not in connection with the Transaction (as defined below). If the DIP Lender has paid any expense for which the DIP Lender is entitled to reimbursement from the Borrower, such expenses shall be added to the DIP Facility and shall

		accrue interest at the rate set out above. All such fees andexpenses (including the Fee, as defined below) and interest thereon shall be secured by the DIP Charge, whether or not any funds are advanced under the DIP Facility.
7.	**COMMITMENT FEE:**	The Borrower shall pay a commitment fee in the amount 2% of the DIP Facility, being of $60,000 (the "**Fee**") which shall be deemed to be fully earned by the DIP Lender upon Court approval of the DIP Facility and payable on the Maturity Date (as defined below).
8.	**SECURITY**	All debts, liabilities and obligations of the Borrower to the DIP Lender under or in connection with the DIP Facility, this Term Sheet and any other documents in connection therewith shall be secured by a Court-ordered priority charge granted in favour of the DIP Lender in and to all present and future properties, assets, and undertakings of the Borrower, real and personal, tangible and intangible, whether now owned or hereafter acquired (the "**DIP Charge**"), subject only to: (a) an administration charge in the maximum aggregate amount of $250,000 in the Initial Order (subject to increase at the Comeback Hearing) for the payment of the fees and expenses of the Monitor, counsel to the Borrower, and counsel to the Monitor (the "**Administration Charge**"); and (b) a charge in the maximum aggregate amount of $450,000 (subject to increase at the Comeback Hearing) as security for the indemnity provided to the directors and officers of the Borrower against obligations and liabilities they may incur after the commencement of the CCAA Proceeding (the "**Directors' Charge**"), subject to the terms and conditions set out in the Initial Order or any other Court order granting such charge.
8.	**MATURITY DATE:**	Unless otherwise agreed by the DIP Lender in its discretion, acting reasonably, the term of the DIP Facility shall expire, and the Borrower shall repay all obligations owing to the DIP Lender under this Term Sheet on the earliest of (the "**Maturity Date**"): a) December 31, 2024 b) The closing of a transaction for the sale of substantially all of the Borrower's assets, business

		or shares (the "**Transaction**"); c) The date on which the CCAA Proceeding is terminated for any reason, including if the Borrower become bankrupt, whether voluntarily or involuntarily; and d) The occurrence of an Event of Default (as defined herein).
9.	**REPAYMENT:**	The aggregate principal amount owing under the DIP Facility plus all accrued and unpaid Interest, Recoverable Expenses and the Fee, shall become immediately due and payable on the Maturity Date. The DIP Facility may be prepaid at any time, in whole or in part, without penalty. If the Borrower chooses to prepay any amount owing under the DIP Facility, any such payment shall be applied: (i) first, to all accrued and unpaid Interest; (ii) second, to all Recoverable Expenses; and (iii) third, to any principal amount outstanding under the DIP Facility.
10.	**CONDITIONS PRECEDENT:**	The availability of the Advances under the DIP Facility shall be subject to and conditional upon the following, which may be waived by the DIP Lender, in its sole and unfettered discretion, in writing (the "**Conditions Precedent**"): a) written acceptance of this Term Sheet by the Borrower; b) the Court shall issue the Initial Order creating and approving this Term Sheet and the DIP Charge, amongst other things, and authorizing an initial DIP Advance in a sum not to exceed $1,000,000; c) the Court shall issue the Amended and Restated Initial Order at the Comeback Hearing which, among other things, will approve and authorize a subsequent DIP Advance of up to $2,000,000. d) the DIP Lender shall, acting reasonably, be satisfied that the Borrower has complied, and is continuing to comply, in all material respects, with all applicable laws, regulations and policies in relation to its business other than as may be permitted by an Order of the Court in the CCAA Proceeding, provided that the issuance of any such Order does not result in the occurrence of an Event of Default;

		e) the DIP Lender shall have received an Advance Request; and f) no Event of Default has occurred or will occur as a result of the Advance.
11.	**REPRESENTATIONS AND WARRANTIES:**	The Borrower represents and warrants to the DIP Lender, upon which representations and warranties the DIP Lender relies in entering into this Term Sheet and when making each Advance, as follows (the "**Representations and Warranties**"): a) the transactions contemplated by this Term Sheet: i. upon the granting of the Initial Order, are within the powers of the Borrower; ii. have been duly authorized by all necessary corporate approvals of the Borrower; iii. have been duly executed and delivered by or on behalf of the Borrower; iv. upon the granting of the Initial Order, constitute legal, valid and binding obligations of the Borrower; and v. upon the granting of the Initial Order, do not require the consent or approval of, registration or filing with, or any other action by, any governmental authority, other than filings which may be made to register or otherwise record the DIP Charge or any security granted to the DIP Lender; b) the Borrower is a corporation existing under the laws of Alberta; c) the Borrower owns, or is licensed to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to its business, and the use thereof by the Borrower does not infringe upon the rights of any other person to the knowledge of the Borrower; d) save to the extent disclosed by the Borrower to the DIP Lender (including any statements made in the Borrower's application materials in connection with the CCAA Proceeding), the Borrower has paid, where due, its tax and other obligations, including

		for payroll, employee source deductions, and Harmonized Sales Tax, and is not in arrears in respect of these obligations; e) the Borrower maintains, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar business and operating in the same or similar locations; and f) all factual information provided by or on behalf of the Borrower to the DIP Lender for the purposes of or in connection with this Term Sheet is true and accurate in all material respects on the date as of which such information is dated or certified and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided.
12.	**COVENANTS:**	The Borrower covenants and agrees with the DIP Lender, so long as any amounts are outstanding by the Borrower to the DIP Lender hereunder, to: a) use reasonable efforts to keep the DIP Lender apprised on a timely basis of all material developments with respect to the business and affairs of the Borrower; b) promptly, upon receipt by the Borrower of same, give the DIP Lender a copy of any Notice of Motion or Application to vary, supplement, revoke, terminate or discharge the Initial Order or future contemplated Amended and Restated Initial Order (the "**ARIO**"), including, without limitation, any application to the Court for the granting of new or additional security that will or may have priority over the DIP Charge, or otherwise for the variation of the priority of the DIP Charge; c) two days prior to service, to the extent reasonably practicable, provide the DIP Lender with all materials the Borrower intends to file in the CCAA Proceedings and provide the DIP Lender and its counsel a reasonable opportunity to review and comment on same; d) provide the DIP Lender with any additional financial information reasonably requested by the

		DIP Lender; e) use the Advances under the DIP Facility for the purposes for which they are being provided, as set out in Section 3 of this Term Sheet, or such other purposes that may be agreed to by the DIP Lender and the Monitor in writing; f) comply with the provisions of the Initial Order, the ARIO and any other court order made in the CCAA Proceeding; provided that if any court order in the CCAA Proceeding contravenes this Term Sheet or any other DIP Facility documentation so as to adversely impact the rights or interests of the DIP Lender in a material manner, the same shall be an Event of Default hereunder; g) provide the DIP Lender with prompt written notice of any event that constitutes, or would, with notice, lapse of time, or both, constitute an Event of Default, a breach of any covenant, or other term or condition of this Amended Term Sheet, or of any document executed in connection with this Term Sheet; h) keep and maintain books of account and other accounting records in accordance with generally accepted accounting principles; i) not declare any dividend, or make any other distributions with respect to any shares of the Borrower without the prior written consent of the DIP Lender and the consent of the Monitor or order of the Court; j) not make any payment to any director, officer, investor or related party (except salary and wages in the normal course) without the prior written consent of the DIP Lender and the Monitor or order of the Court; k) keep the Borrower's assets fully insured against such perils and in such manner as would be customarily insured by companies owning similar assets; l) not, without first giving the DIP Lender a reasonable opportunity to advance additional amounts to the Borrower under the DIP Facility, and without the prior written consent of the DIP Lender (which consent shall not be unreasonably

		withheld) and the Monitor or order of the Court, incur any borrowings or other secured indebtedness, obligations or liabilities, other than the DIP Facility, out of the ordinary course of business, or create or grant any security (other than the Administration Charge (as defined in the Initial Order), the Directors' Charge, the DIP Charge, and a charge in favour of the directors and officers of the Borrower) over any of its Property, whether ranking in priority to or subordinate to the DIP Charge; and m) not sell, transfer, assign, convey or lease any Property out of the ordinary course of the Borrower's business, unless consented to by the DIP Lender (which consent shall not be unreasonably withheld) and the Monitor, or permitted by an order of the Court.
14.	**EVENTS OF DEFAULT:**	The DIP Facility shall be subject to the following events of default ("**Events of Default**"): a) the Borrower's failure to pay any amount due hereunder when due and payable; b) any covenant, payment obligation, or other term or condition of this Term Sheet is not complied with, acting reasonably; c) any representation or warranty made by the Borrower is incorrect or misleading in any material respect when made; d) the seeking or support by the Borrower of any Court order (in the CCAA Proceedings or otherwise) that is adverse or potentially adverse to the interests of the DIP Lender; e) the issuance of any court order staying, reversing, vacating or modifying the terms of the Initial Order, the ARIO, the DIP Facility or the DIP Charge without the DIP Lender's consent, which consent shall not be unreasonably withheld; f) the service or filing of a notice of appeal, application for leave to appeal, or an appeal in respect of the Initial Order or the ARIO that is not being diligently contested by the Borrower, provided that, if the Borrower is unsuccessful in contesting any such appeal, that shall automatically constitute an Event of Default;

		g) an event occurs that will, in the opinion of the DIP Lender, acting reasonably, materially impair the Borrower's financial condition, operations or ability to perform its obligations under this Term Sheet or any order of the Court; h) failure by the Borrower to comply with the Initial Order, the ARIO or any further Order of the Court; i) any material adverse change in: (i) the business operations, or financial condition of the Borrower or its affiliates; (ii) the Property of the Borrower; and (iii) the DIP Charge, including its priority; (iv) the ability of the Borrower to perform their obligations under this Term Sheet or to any person under any material contract; (v) the DIP Lender's ability to enforce any of its rights or remedies against the Property, or for the obligations of the Borrower to be satisfied from the realization thereof; j) Borrower becomes bankrupt, or a receiver, interim receiver, receiver and manager, or trustee in bankruptcy is appointed in respect of any of the Borrower's property; and k) the commencement of any claim, action, proceeding, application, motion, defense or other contested matter (collectively, a "**Claim**") that is not being diligently contested by the Borrower, the purpose of which is to seek or the result of which would be to obtain any order, judgment, determination, declaration or similar relief: (i) invalidating, setting aside, avoiding, or subordinating the obligations of the Borrower under the DIP Facility, the DIP Charge or its priority, (ii) for monetary, injunctive or other relief against the DIP Lender or the Property, or (iii) preventing, hindering or otherwise delaying the exercise by the DIP Lender of any of its rights and remedies hereunder, pursuant to the Initial Order, the ARIO or under applicable law, provided that if the Borrower is unsuccessful in contesting any such Claim, that shall automatically constitute an Event of Default.
15.	**REMEDIES AND ENFORCEMENT:**	Upon the occurrence of an Event of Default, the DIP Lender may, in its sole discretion, by way of written notice to the Borrower, elect to terminate the DIP Facility and accelerate all amounts outstanding under the DIP Facility. In addition, upon the occurrence of an Event of Default,

		the DIP Lender may, upon providing four business days' written notice to the Borrower and the Monitor, in accordance with the Initial Order or the ARIO: a) apply to the Court for the appointment of a receiver, an interim receiver or a receiver and manager over any of the Borrower's property, or for the appointment of a trustee in bankruptcy of the Borrower; b) apply to the Court to be allowed to exercise the rights and powers of a secured lender pursuant to the *Personal Property Security Act* (Alberta), or any legislation of similar effect; and c) exercise all such other rights and remedies available to the DIP Lender under this Term Sheet, the Initial Order, the ARIO, any other order of the Court or applicable law. No failure or delay on the part of the DIP Lender in exercising any of its rights and remedies shall be deemed to be a waiver of any kind.
16.	**DIP LENDER APPROVALS:**	Any consent, approval, instruction or other expression of the DIP Lender to be delivered in writing may be delivered by any written instrument, including by way of electronic mail, by the DIP Lender, or its counsel, pursuant to the terms hereof.
18.	**FURTHER ASSURANCES:**	The Borrower will, at its own expense and promptly on demand by the DIP Lender at any time, do such acts and things and execute and deliver such documents as the DIP Lender may reasonably request to give effect to any other provisions set out hereunder.
19.	**ENTIRE AGREEMENT; CONFLICT:**	This Term Sheet constitutes the entire agreement between the parties relating to the subject matter hereof. To the extent that there is any inconsistency between this Term Sheet and any of the other documentation that the DIP Lender requires the Borrower to execute, this Term Sheet shall govern.
20.	**WAIVERS:**	No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing by the DIP Lender and delivered in accordance with the terms of this Term Sheet, and then such waiver shall be effective only in the specific instance and for the specific purpose given.

21.	**SEVERABILITY:**	Any provision in this Term Sheet which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
22.	**ASSIGNMENT:**	The Borrower shall not assign this Term Sheet or any of the provisions set out herein without the prior written consent of the DIP Lender, which consent may be unreasonably withheld. The DIP Lender may assign or sell its rights or obligations with respect to this Term Sheet to any person without the prior written consent of the Borrower.
23.	**GOVERNING LAW:**	The DIP Term Sheet and the provisions set out herein shall be governed and construed in all respects in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.
24.	**COUNTERPARTS:**	This Term Sheet may be executed in any number of counterparts and by facsimile or other electronic transmission, each of which when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.
26.	**NOTICES:**	Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below: In the case of the DIP Lender: **JL Legacy Ltd.** #600, McLennan Ross Building 12220 Stony Plain Road Edmonton, Alberta T5N 3Y4 With a copy to: **McLennan Ross LLP** #600, McLennan Ross Building 12220 Stony Plain Road, Edmonton, AB T5N 3Y4 Attention: Chuck Russel Email: chuck.russell@mross.com In the case of the Borrowers:

		Freedom Cannabis Inc. 9827 279 Street Acheson, Alberta T7X 6J4 With a copy to: **Chaitons LLP** 5000 Yonge Street North York, ON M2N 7E9 Attention: Harvey Chaiton/Danish Afroz Email: harvey@chaitons.com / DAfroz@chaitons.com And to: **Sharek Logan & van Leenen LLP** 2100, Rice Howard Place 10060 Jasper Ave Edmonton, Alberta T5J 3R8 Attention: Amber Poburan Email: apoburan@sharekco.com In either case, with a copy to the Monitor: **KPMG Inc.** 333 Bay Street, Suite 4600 Toronto ON M5H 2S5 Attention: Pritesh Patel Email: pritpatel@kpmg.ca In either case, with a copy to the Monitor's counsel: **Blake, Cassels & Graydon LLP** 199 Bay Street, Suite 4000 Commerce Court West Toronto, ON M5L 1A9 Attention: Chris Burr Email: chris.burr@blakes.com

JL Legacy Ltd.

Per: _____ c/s
Name: Tim Latimer
Title: Director

I have the authority to bind the Corporation.

BORROWER'S ACKNOWLEDGMENT AND ACCEPTANCE:

The undersigned hereby accept and agree to be bound by the terms and conditions of this Term Sheet, expressly subject to Court approval of same.

Dated this 6th day of August, 2024.

BORROWER:

FREEDOM CANNABIS INC.

Per: _____
Name: JohnFrank Potestio
Title: Chief Executive Officer

I have the authority to bind the Corporation.

SCHEDULE "A"
CASH FLOW FORECAST