COURT FILE NUMBER

2403 15089

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.

DOCUMENT

ORDER RE EXTENSION OF STAY

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **SHAREK LOGAN & VAN LEENEN LLP**

Barristers & Solicitors 2100, Rice Howard Place 10060 Jasper Avenue NW Edmonton, AB T5J 3R8

Amber M. Poburan

Tel: (780) 413-3105

Email: apoburan@sharekco.com

DATE ON WHICH ORDER WAS PRONOUNCED:

October 11, 2024

NAME OF JUSTICE WHO MADE THIS ORDER:

Justice Dunlop

LOCATION OF HEARING:

Edmonton, Alberta

UPON the application of Freedom Cannabis Inc. (the "Applicant"); AND UPON noting that pursuant to an Order Extending Stay and Amending ARIO, granted September 18, 2024, a stay of proceedings was granted in respect of the Applicant, 2563138 Alberta Ltd., 2399751 Alberta Ltd., and the directors and officers of the Applicant (the "Freedom Group") to October 11, 2024; AND UPON having read the Third Report of KPMG Inc. (the "Monitor"), in its capacity as Court appointed Monitor; AND UPON noting the Applicant and Star Prebuilt Homes Ltd. (the "Landlord") entered into a Lease Agreement dated November 23, 2017 (the "Lease") and, amongst other agreements, a Second Lease Amending Agreement dated September 27, 2023 (the "Second Lease Amending Agreement"), which was extended on March 27, 2024 and provides for monthly rent of \$85,000 through to March 2025;

IT IS HEREBY ORDERED AND DECLARED THAT:

- Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and no other person is required to have been served with notice of this application, and time for service of this application is abridged to that actually given.
- The Stay Period as ordered and defined in paragraph 13 of the ARIO and extended pursuant to the Order Extending Stay and Amending ARIO, granted September 18, 2024, is hereby extended to and including December 19, 2024.
- 3. The Applicant is hereby authorized to borrow by way of one or more additional draws up to \$1,500,000, in the aggregate, being a total amount of up to \$3,000,000, from JL Legacy Ltd. (the "DIP Lender") on the terms and subject to the conditions set forth in the DIP Term Sheet between the Applicant and the DIP Lender dated as of August 6, 2024.
- 4. The Applicant shall remit to the Landlord monthly rent of \$85,000 pursuant to the Second Lease Amending Agreement on the first business day of every month until the earlier of (a) March 3, 2025 or (b) the Applicant's vacating the leased premises, in each case unless otherwise agreed by the Applicant and the Landlord, or as may otherwise be ordered by the Court.
- The Applicant shall remit all amounts owing for utilities since August 8, 2024 and continue to remit when due all amounts owing for utilities pursuant to the Lease Agreement.
- 6. This Order shall be posted by the Monitor to https://kpmg.com/ca/freedom, and served by the Monitor on the service list maintained by the Monitor. Service may be affected by facsimile, electronic mail, personal delivery or courier.
- 7. Rule 9.4(2) is hereby invoked.

Justice of the Court of King's Bench of Alberta

APPROVED AS TO FORM AND CONTENT:

Dentons LLP

McLennan Ross LLP

Kurtis Letwin, counsel for Star Prebuilt Homes Ltd.

Chuck Russell, K.C., counsel

for JL Legacy Ltd.

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Justice of the Court of King's Bench of Alberta

APPROVED AS TO FORM AND CONTENT:

McLennan Ross LLP

Kurtis Letwin, counsel for Star Prebuilt Homes Ltd.

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