

COURT FILE NO. 2603-08058

Clerk's Stamp:

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, RSC 1985, c C-36, AS
AMENDED

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF NOBLE
GROWTH ALBERTA LIMITED PARTNERSHIP AND
NOBLE GROWTH CORP.

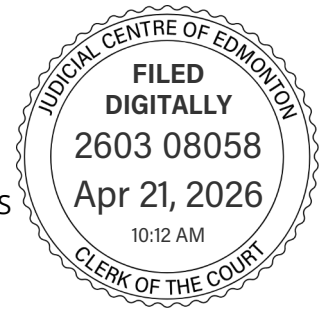
APPLICANTS NOBLE GROWTH ALBERTA LIMITED PARTNERSHIP AND NOBLE
GROWTH CORP.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

McLENNAN ROSS LLP
#600 McLennan Ross Building
12220 Stony Plain Road
Edmonton, AB T5N 3Y4

Lawyer: Charles Russell K.C. / Kevin Hoy
Telephone: 780.482.9115 / 403.303.2934
Fax: 780.733.9757 / 403.543.9150
Email: chuck.russell@mross.com /
kevin.hoy@mross.com
File No.: 20260991



FIRST AFFIDAVIT OF TIM LATIMER

SWORN ON THE 20TH DAY OF APRIL, 2026

I, Tim Latimer, businessperson, of the City of Edmonton, in the Province of Alberta, MAKE OATH AND SAY THAT:

1. I am a director of both Freedom Cannabis Inc. ("**Freedom Cannabis**") and JL Legacy Ltd. ("**JL Legacy**"). As such, I have personal knowledge of the matters herein deposed to, except where stated to be on information and belief, and whereso stated, I verily believe the same to be true.
2. Freedom Cannabis and JL Legacy are affiliated corporations within the meaning of the *Business Corporations Act*, RSA 2000, c B-9. Both entities share common management and ultimate beneficial ownership.

3. I am authorized by both Freedom Cannabis and JL Legacy to provide affidavit evidence on behalf of both corporations and to speak to documents appearing in both corporations' books and records.
4. Freedom entered into an Interim Financing Term Sheet, dated April 1, 2026 (the "**Interim Financing Term Sheet**") with the Applicants in these proceedings, being Noble Growth Alberta Limited Partnership and Noble Growth Corp. (collectively "**Noble Growth**"). A copy of the Interim Financing Term Sheet is produced as Exhibit "R" to the April 2, 2026, Affidavit of Scott Huska, filed in these proceedings.
5. The Interim Financing Term Sheet contemplates Freedom Cannabis serving as Interim Financing Lender to Noble Growth in its capacity as the Applicant in these proceedings. The Initial Order of this Honourable Court, granted on April 14, 2026, in these proceedings granted an Interim Financing Charge in favour of Freedom Cannabis.
6. Subsequent to April 14, 2026, the common management of Freedom Cannabis and JL Legacy made a decision to make advances to Noble Growth out of funds held by JL Legacy, as opposed to funds held by Freedom Cannabis, or funds advanced by JL Legacy to Freedom Cannabis for the purpose of making advances to Noble Growth pursuant to the Interim Financing Term Sheet. Accordingly, on April 16, 2026, JL Legacy made an advance of funds in the amount of \$100,000 (net of deductions allowable by the Interim Financing Term Sheet) directly to Noble Growth.
7. On April 17, 2026, Noble Growth, Freedom Cannabis, and JL Legacy, entered into an Addendum to the Interim Financing Term Sheet (the "**Addendum**") pursuant to which Freedom Cannabis agreed to assign its right, title, and interest to the Interim Financing Term Sheet to JL Legacy, and JL Legacy agreed to assume the role of Interim Financing Lender from Freedom Cannabis in connection with these proceedings. The assignment and assumption contemplated in the Addendum was expressly acknowledged and approved by Noble Growth in the Addendum.
8. The assignment in the Addendum is made conditional upon this Honourable Court granting Noble Growth a form of Amended and Restated Initial Order in these proceedings

contemplating JL Legacy serving as Interim Financing Lender to Noble Growth and receiving the benefit of an Interim Financing Lender's Charge.

9. A copy of the Addendum is attached as **Exhibit "A"** to this Affidavit.

10. I am advised by common legal counsel to JL Legacy and Freedom Cannabis at McLennan Ross LLP, and I believe it to be true, that legal counsel for Ernst & Young Inc. (the "**Monitor**") was provided with the opportunity to comment upon a draft of the Addendum prior to its execution. I am further advised by JL Legacy and Freedom Cannabis' legal counsel that counsel to the Monitor advised that the Monitor did not oppose the JL Legacy, Freedom Cannabis, and Noble Growth entering into the Addendum.

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11. I make this Affidavit in support of the Noble Growth's Application for an Amended and Restated Initial Order and for no other or improper purpose.

SWORN BEFORE ME

At the City of Edmonton
in the Province of Alberta
the 20th day of February, 2026

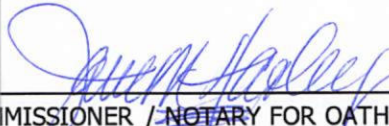
A Commissioner for Oaths in and
for the Province of Alberta

jh April
Jane M. Harley

TIM LATIMER

JANE M. HARLEY
A Commissioner for Oaths
in and for Alberta
My Commission Expires June 4, 2027

THIS IS EXHIBIT "A"
Referred to in the Affidavit of
TIM LATIMER,
Sworn before me this 20th
day of April, 2026



A COMMISSIONER / NOTARY FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA

JANE M. HARLEY
A Commissioner for Oaths
in and for Alberta
My Commission Expires June 4, 2027

THIS ADDENDUM TO INTERIM FINANCING TERM SHEET (the “**Addendum**”) dated the 17th day of April, 2026 (the “**Effective Date**”).

AMONG:

NOBLE GROWTH ALBERTA LIMITED PARTNERSHIP

a limited partnership formed pursuant to the *Partnership Act*, RSA 2000 c P-3 (“**NOBLE GROWTH LP**”)

AND:

NOBLE GROWTH CORP.

a corporation incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 (“**NOBLE GROWTH**”)

AND:

FREEDOM CANNABIS INC.

a corporation incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 (“**FREEDOM CANNABIS**”)

AND:

JL LEGACY LTD.

a corporation incorporated pursuant to the *Business Corporations Act*, RSA 2000, c B-9 (“**JL LEGACY**”)

(the foregoing being the “**PARTIES**” and each a “**PARTY**”)

ADDENDUM TO INTERIM FINANCING TERM SHEET

WHEREAS:

- A. Noble Growth LP and Noble Growth (collectively, the “**Borrower**”) and Freedom Cannabis entered into an Interim Financing Term Sheet, dated April 1, 2026 (the “**DIP Term Sheet**”) contemplating an interim financing lending relationship between Freedom Cannabis and the Borrower.
- B. The Court of King’s Bench of Alberta (the “**Court**”) granted an Initial Order, dated April 14, 2026, (the “**Initial Order**”) made pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 (the “**CCAA**”) in respect of Noble Growth in the matter of Court File No. 2603 08058 (the “**CCAA Proceedings**”).
- C. The Borrower has brought forward an Application for an Amended and Restated Initial Order (the “**AIRO**”) in the CCAA Proceedings, returnable on April 21, 2026.
- D. The Initial Order authorized the Borrower and Freedom Cannabis’ entry into the DIP Term Sheet and granted to Freedom Cannabis an Interim Lender’s Charge over the property of the Borrower in the maximum amount of \$100,000.00 (the “**Interim Lender’s Charge**”).
- E. JL Legacy is an affiliate of Freedom Cannabis within the meaning of the *Business Corporations Act*, RSA 2000, c B-9.
- F. On April 16, 2026, JL Legacy made an advance to the Borrower on Freedom Cannabis’ behalf in the amount of \$100,000.00.
- G. Freedom Cannabis and JL Legacy wish for Freedom Cannabis to assign its rights and position under the DIP Term Sheet to JL Legacy.

H. The Borrower is amenable to the assignment of the DIP Term Sheet by Freedom Cannabis to JL Legacy.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants and agreements set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, the Parties hereto covenant and agree as follows:

1. ACKNOWLEDGEMENTS

1.1 The Parties agree and acknowledge that the DIP Term Sheet remains binding and enforceable and that this Addendum shall be deemed incorporated into, and to become a part of, the DIP Term Sheet upon the Effective Date. Except as is expressly provided for in this Addendum, the terms of the DIP Term Sheet remain otherwise unmodified.

1.2 Defined terms not expressly defined in this Addendum shall have the meanings ascribed to them in the DIP Term Sheet.

2. ASSIGNMENT OF DIP TERM SHEET

2.1 In exchange for payment of the sum of one (\$1.00) dollar from JL Legacy to Freedom Cannabis, and subject to and effective upon the satisfaction of the condition set out in article 2.2 hereof, Freedom Cannabis and JL Legacy agree as follows:

- a. Freedom Cannabis hereby assigns the whole of its right, title, and interest in and to the DIP Term Sheet, and any amounts secured by the Interim Lending Charge, to JL Legacy; and
- b. JL Legacy agrees to serve as Interim Lender of the Borrower in the manner contemplated by the DIP Term Sheet and to fulfill all obligations of the Interim Lender as prescribed by the DIP Term Sheet.

2.2 The assignment contemplated in article 2.1 herein is conditional upon the Court granting a form of ARIO designating JL Legacy as Interim Lender (as defined in the Initial Order and/or the ARIO) and granting in favour JL Legacy an Interim Lender's Charge in the amount of \$500,000.00.

2.3 The Borrower consents to the assignment of the DIP Term Sheet from Freedom Cannabis to JL Legacy in the manner prescribed by this Addendum and, subject to the satisfaction of the condition set out in article 2.2 hereof, agrees to be liable to JL Legacy for all indebtedness or other obligations of the Borrower created pursuant to the DIP Term Sheet and that the JL Legacy may enforce the DIP Term Sheet against the Borrower as though JL Legacy were the original Interim Lender.

3. AMENDMENTS TO THE DIP TERM SHEET

3.1 The Parties agree that the DIP Term Sheet is hereby deemed amended to replace all references to "Freedom Cannabis Inc." with "JL Legacy Ltd."

4. Mutual Representations and Warranties

4.1 The Parties mutually represent and warrant to each other as follows:

- a. They are each validly constituted and organized pursuant to the laws of the Province of Alberta;
- b. They have each been duly authorized by all necessary corporate and, if required, shareholder approval to enter into this Addendum; and
- c. They do not require the consent or approval of, registration or filing with, or any other action by, any Governmental Authority to enter into this Addendum.

5 General

- 5.1 The Parties agree that general provisions set out in articles 25 to 32 of the DIP Term Sheet apply to and are incorporated into this Addendum.

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IN WITNESS WHEREOF this Addendum has been executed by the parties hereto effective as of the date first above written.

NOBLE GROWTH ALBERTA LIMITED PARTNERSHIP by its General Partner **NOBLE GROWTH CORP.**

Per: 

Scott Huska
Authorized Signatory

FREEDOM CANNABIS INC.

Per: _____
Tim Latimer
Authorized Signatory

JL LEGACY LTD.

Per: _____
Tim Latimer
Authorized Signatory

IN WITNESS WHEREOF this Addendum has been executed by the parties hereto effective as of the date first above written.

NOBLE GROWTH ALBERTA LIMITED PARTNERSHIP by its General Partner NOBLE GROWTH CORP.

Per:


Scott Huska
Authorized Signatory

FREEDOM CANNABIS INC.

Per: 

Signer ID: S6YSNMOEXN...
Tim Latimer
Authorized Signatory

JL LEGACY LTD.

Per: 

Signer ID: S6YSNMOEXN...
Tim Latimer
Authorized Signatory