

SECOND AMENDMENT TO SHARE EXCHANGE AGREEMENT

This second amendment (the "**Amendment**"), to the share exchange agreement dated August 9, 2021 (the "**Share Exchange Agreement**"), by and among Canada House Cannabis Group Inc., a corporation formed under the laws of Canada ("**Canada House**"), Montréal Cannabis Médical Inc., a corporation incorporated under the laws of Canada ("**MC**"), Michel Clement and Richard Clement (collectively the "**MC Principals**"), and the shareholders of MC (the "**MC Shareholders**"), and together with Canada House, MC, and the MC Principals, the "**Parties**"), is entered into as March 14, 2022 (the "**Effective Date**"), by and among Canada House, MC, the MC Principals, and the MC Shareholders. Capitalized terms not otherwise set forth herein shall have the meanings set forth in the Share Exchange Agreement.

WHEREAS:

- A. Pursuant to Section 12.9 of the Share Exchange Agreement, the Share Exchange Agreement may be amended only by written instrument executed by all of the Parties to the Share Exchange Agreement; and
- B. The Parties desire to amend the Share Exchange Agreement as provided herein.

NOW THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

AGREEMENT

1. **Amendment.** The definition of "Drop Dead Date" in section 1.1 of the Share Exchange Agreement is hereby amended and restated to read in its entirety as follows:

"**Drop Dead Date**" means May 31, 2022, or such other date as the Parties may mutually approve in writing;"
2. **Confirmation.** This Amendment shall amend the Share Exchange Agreement and shall be read together with the Share Exchange Agreement and construed as one and the same document. The foregoing represents the only amendment to the Share Exchange Agreement and all other terms and conditions contained therein shall remain the same and shall continue to be binding upon the Parties and time shall continue to be of the essence.
3. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

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IN WITNESS WHEREOF each of the Parties has duly executed this Agreement as of the Effective Date.

CANADA HOUSE CANNABIS GROUP INC.

DBA CANADA HOUSE WELLNESS GROUP

Per: (s) "Chris Churchill-Smith"

Name:

Title:

Per: (s) "Steven Pearce"

Name:

Title:

MONTRÉAL MÉDICAL CANNABIS INC.

Per: (s) "Richard Clement"

Name:

Title:

Per: (s) "Michel Clement"

Name:

Title:

(s) "Richard Clement"

RICHARD CLEMENT

(s) "Michel Clement"

MICHEL CLEMENT

(s) "Luc Bouchard"

LUC BOUCHARD

(s) "Monique Bouchard"

MONIQUE BOUCHARD

(s) "Jarrid Tilden"

JARRID TILDEN

THE DAVID BOW FAMILY TRUST

Per: (s) "David Bow"

Name:

Title: Trustee

THE MICHAEL RANCOURT FAMILY TRUST

Per: (s) "Michael Rancourt"

Name:

Title: Trustee

THE MICHEL CLEMENT FAMILY TRUST

Per: (s) "Michel Clement"

Name:

Title: Trustee

THE RICHARD CLEMENT FAMILY TRUST

Per: (s) "Richard Clement"

Name:

Title: Trustee