

WARRANT AMENDING AGREEMENT

EXECUTED by the parties hereto as of the 22nd day of July, 2022.

BETWEEN: CANADA HOUSE WELLNESS GROUP INC.

(the “Company”)

AND: ARCHERWILL INVESTMENTS INC.

(the “Holder”)

WHEREAS the Company previously issued to the Holder on August 5, 2020 a warrant to purchase common shares (the “**Warrants**”) exercisable for 130,000,000 common shares of the Company for a term expiring on August 5, 2024 (the “**Expiry Date**”);

AND WHEREAS the Company and the Holders have agreed to amend the certificate representing the warrants (the “**Warrant Certificate**”) in order to amend the exercise price of the Warrants.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

1. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Amended and Restated Convertible Debenture dated the date hereof issued by the Company to the Holder (the “**Debenture**”).
2. Effective upon, and subject to, the satisfaction or waiver of the conditions precedent set out in Section 2.1(c), Section 2.1(d) and Section 2.1(e) of the Debenture, the Warrant shall be amended by deleting the defined term “Exercise Price” from Section 1 of the Warrant Certificate and replacing it with the following:

“Exercise Price” means, subject to adjustment pursuant to Section 6 from time to time, the equivalent of \$0.04 per Warrant Share immediately prior to the consolidation of the Common Shares, as approved by the Company Shareholders on December 18, 2020, adjusted for the ratio applied in such consolidation.

For greater certainty, the amendments set out in Section 2 (the “**Section 2 Amendments**”) shall be immediately effective upon the satisfaction or waiver of the conditions precedent set out in Section 2.1(c), Section 2.1(d) and Section 2.1(e) of the Debenture; provided, however, that the Section 2 Amendments shall be subject to, and superseded by, the amendments set out in Section 3 (the “**Section 3 Amendments**”), which Section 3 Amendments shall be immediately effective upon the satisfaction or waiver of all conditions precedent set out in Section 2.1 of the Debenture.

3. Effective upon, and subject to, the satisfaction or waiver of all conditions precedent set out in Section 2.1 of the Debenture, the Warrant shall be amended by deleting the defined term “Exercise Price” from Section 1 of the Warrant Certificate and replacing it with the following:

“**Exercise Price**” means, subject to adjustment pursuant to Section 6 from time to time, the lesser of: (i) the equivalent of \$0.04 per Warrant Share immediately prior to the consolidation of the Common Shares, as approved by the Company Shareholders on December 18, 2020, adjusted for the ratio applied in such consolidation, and (ii) 130% of the volume weighted average trading price of the Common Shares on the Canadian Securities Exchange for the 20 trading days following the resumption of trading of the Common Shares on the Canadian Securities Exchange, without any setoff, counterclaim, deduction or withholding.

4. The Company:

- (a) reaffirms its obligations under the Warrants and the Warrant Certificate, and
- (b) confirms that its obligations remain in full force and effect with respect to the Warrants

in each case after giving effect to the amendments and transactions provided for herein.

- 5. This Agreement shall be deemed to have been made in the Province of Ontario and shall be governed by, and interpreted in accordance with, the laws of such Province and the laws of Canada applicable therein.
- 6. This Agreement may be executed in one or more counterparts, including by way of facsimile, .pdf or other electronic means, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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This Warrant Amending Agreement has been executed by the Company and the Holders pursuant to Section 17 of the Warrant Certificate.

**CANADA HOUSE WELLNESS GROUP
INC.**

By: (s) "Chris Churchill-Smith"

Name:

Title:

ARCHERWILL INVESTMENTS INC.

By: (s) "Irvine Weitzman"

Name:

Title: