

PROMISSORY NOTE TOLERANCE AND FORBEARANCE AGREEMENT

EXECUTED by the parties hereto as of the 21st day of July, 2022.

BETWEEN: CANADA HOUSE WELLNESS GROUP INC.

(the “Borrower”)

AND: GESTION-R RB50 INC.

(the “Lender”)

WHEREAS the Borrower previously issued to the Lender a promissory note dated June 12, 2020 and due June 12, 2023 in the principal amount of CAD\$4,166,666.33 in favour of the Lender (the “**Promissory Note**”);

AND WHEREAS the Lender has agreed with the Borrower to modify the Maturity Date of the Promissory Note on the terms and conditions set out in this Agreement;

AND WHEREAS the Lender is in arrears with respect to the payment of interest in the amount of \$112,847.22 that was due to be paid on June 12, 2021 (the “**2021 Interest Obligation**”) and in the amount of \$208,333.33 that was due to be paid on June 12, 2022 (the “**2022 Interest Obligation**”, and, collectively, the “**Interest Default**”) in respect of which the Lender has agreed to grant forbearance on the terms and conditions set out in this Agreement;

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

1. The following terms used in this Agreement shall have the meanings set forth below:
 - a. “Forbearance Default” means any of the following events: (a) the failure of the Borrower to comply with any term, condition or covenant set forth in this Agreement, or (b) the occurrence of an Event of Default (as defined under the Promissory Note, other than the Interest Default or any other Event of Default (as defined in the Promissory Note) existing under the Promissory Note as of the date hereof (c) the termination of the amended and restated share exchange agreement dated July 22, 2022 among the Borrower, Montréal Cannabis Médical Inc. (“**MTL Cannabis**”), and the shareholders of MTL Cannabis (the “**SEA**”) prior to the Tranche One Closing (as defined in the SEA); and
 - b. “Forbearance Termination Date” means the date upon which a Forbearance Default occurs.
2. The reference to “June 12, 2023” in section 2 of the Promissory is hereby deleted and replaced with a reference to “December 12, 2023” such that the Maturity Date for the Promissory Note shall be December 12, 2023.
3. Provided that no Forbearance Default occurs and is continuing, the Lender hereby agrees to refrain, through the Forbearance Termination Date, from enforcing any of its rights and

remedies against the Borrower as a result of the Interest Default or any other Event of Default (as defined in the Promissory Note) existing under the Promissory Note as of the date hereof.

4. The payment of the 2021 Interest Obligation shall be deferred and shall be paid on or before August 31, 2022 and payment of the 2022 Interest Obligation shall be deferred and shall be paid as follows:
 - a) As to 41,666.67\$, on or before August 31st 2022 and
 - b) As to 33,333.33\$, on or before each of September 30th 2022, October 31st 2022, November 30th 2022, December 31st 2022 and January 31st 2022.

5. In consideration for the matters contemplated in this Agreement, the Borrower shall issue to the Lender on the earlier of the Tranche One Closing and the Forbearance Termination Date 10,000,000 (or 333,333 assuming the consolidation of the Borrower's shares on the basis of 30 pre-consolidation shares for every one post-consolidation share (the "**Borrower Consolidation**")) common share purchase warrants exercisable into common shares of the Borrower at a price per share of \$0.04 (or \$1.20 assuming the Borrower Consolidation) (or, in either case, such greater price as may be required by the Canadian Securities Exchange) for a term of three (3) years from the date of issuance.

6. The Borrower:
 - (a) reaffirms its obligations under the Promissory Note,
 - (b) confirms that its obligations remain in full force and effect with respect to the Promissory Note,

in each case after giving effect to the modifications, forbearance and transactions provided for herein.

7. The Lender and the Borrower agree that the modifications, forbearance and transactions herein shall not constitute novation of the Promissory Note and that such modifications, forbearance and transactions are made without novation and without derogation from the rank of the hypothec securing the payment of the Promissory Note and without prejudice to all rights existing in the Promissory Note except as provided for herein.

8. 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.

9. 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.

10. The parties herein have expressly requested that this Agreement and all related documents be drawn up in the English language. *À la demande expresse des parties aux présentes, cette convention et tout document y afférent ont été rédigés en langue anglaise.*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties have executed this Agreement as of the date first above written.

**CANADA HOUSE WELLNESS GROUP
INC.**

as Borrower

By: *“Chris Churchill-Smith”*

Name: Chris Churchill-Smith

Title: Chief Executive Officer

GESTION-R RB50 INC.

as the Lender

By: *“Renato Bertacchini”*

Name: Renato Bertacchini

Title: President