DEBENTURE AMENDING AGREEMENT

EXECUTED by the parties hereto as of the 28th day of June, 2023.

BETWEEN: CANADA HOUSE CANNABIS GROUP INC.
(the "Company")

AND: ARCHERWILL INVESTMENTS INC.
(the "Holder")

WHEREAS the Company previously issued to the Holder on August 5, 2020, as amended and restated as of July 22, 2022, a $6,500,000 aggregate principal amount 8.00% Secured Convertible Debenture Due August 5, 2025 (the "**Debenture**");

AND WHEREAS in connection with the Company's acquisition of all the remaining issued and outstanding shares of Montréal Cannabis Médical Inc. d.b.a. MTL Cannabis from the shareholders of MTL Cannabis in accordance with and subject to the Second Restated Share Exchange Agreement dated June 28, 2023, among the Company, MTL Cannabis, the shareholders of MTL Cannabis and the principals of MTL Cannabis, the Company and the Holder have agreed to amend the certificate representing the Debenture (the "**Debenture Certificate**") on the terms and conditions set forth herein;

AND WHEREAS in consideration for entering into this Debenture Amending Agreement, the Company has agreed to issue a warrant represented and evidenced by a warrant certificate entitling the Holder to subscribe for and purchase, acquire, accept and receive from the Company 4,333,333 common shares of the Company (as adjusted) which shall be exercisable in accordance with the terms of the warrant certificate.

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 Debenture.

2. Effective upon, and subject to, the conditions specified in Section 3 hereof, the Debenture shall be amended as follows:

   (a) Section 1.1 is amended by inserting the following as defined terms in the appropriate alphabetical order:

   "**Existing IsoCanMed Indebtedness**" means the indebtedness owing by IsoCanMed pursuant to paragraphs (e) or (f) of the definition of "Permitted Indebtedness".

   "**MTL Shareholder Loans**" means the unsecured loans owed by MC to Richard Clement, Michel Clement and their respective Affiliates evidenced by a Grid Promissory Note dated June 30, 2022, issued by MC in favour of Les Nordico Enterprises Ltd. and a Grid Promissory Note dated June 30, 2022, issued by MC in favour of 9336-4644 Quebec Inc.

"**Pro Rata Repayment**" has the meaning attributed thereto in Section 3.1.

"**Purchase Money Lien**" means a Lien taken or reserved in personal property to secure payment of all or part of its purchase price or payments with respect to such property (or to secure financing to fund such purchase price or leasing arrangements with respect to such personal property), provided that such Lien extends only to such personal property and its proceeds.

"**Replacement IsoCanMed Indebtedness**" means any indebtedness incurred by the Company or its Subsidiaries that is i) used to repay, in full, all Existing IsoCanMed Indebtedness with security ranking ahead of the Debenture with respect to the assets of IsoCanMed and ii) only secured in priority to the Holder with respect to the assets of IsoCanMed.

"**Specified Individual**" means an employee, officer or director of the Company or its Subsidiaries who beneficially owns or controls, directly or indirectly, or is a related person (within the meaning of the *Income Tax Act* (Canada)) of a Person that beneficially owns or controls, directly or indirectly, at least 5% of the Common Shares.

(b) Section 1.1 is amended by deleting the definition of "Ownership Threshold" and replacing it with:

"**Ownership Threshold**" means the ownership by the Holder of Common Shares plus securities of the Company that are convertible into or exercisable for Common Shares, including pursuant to this Debenture, and the vested portion of the Warrants from time to time, that, if converted and/or exercised, would total such an amount of Common Shares that is equal to not less than 5.00% of the issued and outstanding Common Shares on a partially-diluted basis with respect to the Holder's holdings of this Debenture (including any and all accrued and unpaid interest thereon) , and the vested portion of the Warrants and shall include Common Shares underlying this Debenture to the extent unexercised (including any and all accrued and unpaid interest thereon), and Warrants to the extent unexercised and vested, but shall not include Common Shares underlying unexercised Convertible Securities or the Prepayment Warrants, other than this Debenture and the Warrants.

(c) amending the definition of "Permitted Indebtedness" in Section 1.1 by deleting the reference to "and" at the end of paragraph (f) thereof, (ii) deleting the "." at the end of paragraph (g) thereof, and (iii) adding the following new paragraphs (h) through (k):

(h) any Replacement IsoCanMed Indebtedness;

(i) the MTL Shareholder Loans;

(j) indebtedness, at any time not to exceed $3,000,000 in the aggregate, incurred pursuant to a loan agreement dated as of July 17, 2019, between MC and 9204-2761 Quebec Inc. and a loan agreement dated July 17, 2019, as amended by amendment no. 1 dated as of April 29, 2022, among MC, 9204-2761 Quebec Inc. and Biofloral Inc.; and

(k) indebtedness secured by Purchase Money Liens, provided that the aggregate principal amount of indebtedness permitted by this clause (k) shall not exceed $1,000,000 at any time outstanding.

(d) deleting the definition of "Warrant Certificate" in Section 1.1 and replacing it with:

"**Warrant Certificate**" means the warrant certificate representing the right to purchase up to 4,333,333 Common Shares, subject to the terms and conditions of the Warrant Certificate, to be entered into between the Company and the Holder concurrently with the closing of the acquisition by the Company of all the issued and outstanding shares of MTL Cannabis, as the same may be amended, modified, supplemented or replaced.

(e) amending Section 3.1 by inserting the following as a second and third paragraph:

"Notwithstanding the foregoing, the Company shall not be entitled to repay any principal under either the ICM Notes or the MTL Shareholder Loans unless, contemporaneously with such repayment, the Company repays the Obligations such that, on a proportionate basis as between payments made on the ICM Notes, the MTL Shareholders Loans and the Obligations, for each $1.00 paid toward principal or accrued interest: (i) $0.50 shall paid towards principal obligations due under the ICM Notes; (ii) $0.25 shall be paid towards the Obligations; and (iii) $0.25 shall be paid towards principal obligations due under the MTL Shareholder Loans. If at the applicable time, the MTL Shareholder Loans have been repaid in full, for every $1.00 of principal repaid for the ICM Notes, $0.50 shall be paid towards the Obligations. If at the applicable time, the ICM Notes have been repaid in full, for every $1.00 of principal repaid for the MTL Shareholder Loans, $1.00 shall be paid towards the Obligations (any of the aforementioned repayments of Obligations shall be referred to herein as a "**Pro Rata Repayment**"). A Pro Rata Repayment shall be credited first to any accrued and unpaid interest and, thereafter, to the Principal Amount.

Notwithstanding anything to the contrary in this Debenture, any repayment in cash of the outstanding Principal Amount, plus all accrued and unpaid interest owing thereon (including, for the avoidance of doubt, all accrued and unpaid interest on such Principal Amount to the date of payment plus all interest to accrue on such Principal Amount to the Maturity Date, as applicable), including any Pro Rata Repayment, regardless of the date of repayment, will be treated as a "Cash Prepayment Amount" under Section 3.4(a) and will require the issuance of Prepayment Warrants in accordance with Section 3.4(b)."

(f) amending Section 3.4 by replacing "August 5, 2025" with "August 5, 2027".

(g) deleting Section 7.2(b) in its entirety and replacing it with the following:

"(b) **Guarantees**. Become liable under any guarantees or otherwise become a surety for the indebtedness of another Person, other than (a) in the Ordinary Course of Business, (b) an unsecured guarantee dated as of June 6, 2022, made by MC in favour of Equitable Bank or (c) in connection with Permitted Indebtedness incurred or assumed at any time by the Company or its Subsidiaries under Section 7.2(a);"

(h) deleting Section 7.2(c) in its entirety and replacing it with the following:

"(c) **Encumbrances.** Create, incur, assume or suffer to exist any Lien on any assets or property, other than (i) such Liens as existed on August 5, 2020, as disclosed to the Holder but not including Permitted Encumbrances described in clause (iv) of this Section 7.2(c); provided that, for the avoidance of doubt, any Liens granted in connection with the Lind Partners Loan are not Permitted Encumbrances; (ii) Liens imposed by any Governmental Authority for any Taxes not yet due and delinquent or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been recorded on the books and records of the Company in accordance with applicable accounting principles; (iii) Liens on the property and assets of IsoCanMed, not including liens granted in connection with the IsoCanMed Promissory Notes, securing indebtedness permitted pursuant to subsection (e) of the definition of Permitted Indebtedness under Section 1.1; (iv) Liens granted in connection with the IsoCanMed Promissory Notes; (v) Liens granted to secure Permitted Indebtedness incurred or assumed by the Company or its Subsidiaries pursuant to paragraphs (a), (b), (c), (d), or (g) of the definition of "Permitted Indebtedness"; (vi) Liens granted to secure Permitted Indebtedness incurred or assumed by the Company or its Subsidiaries pursuant to paragraph (h) of the definition of "Permitted Indebtedness" which shall be limited to assets of IsoCanMed; (vii) Liens granted to secure Permitted Indebtedness incurred or assumed by the Company or its Subsidiaries pursuant to paragraph (j) of the definition of "Permitted Indebtedness" which shall be limited to assets of MC; and (k) Purchase Money Liens, (collectively, the "Permitted Encumbrances"); provided that Permitted Encumbrances described in clauses (i) and (v) of the foregoing sentence must be, at all times, subordinated to the security interest of the Holder."

(i) deleting Section 7.2(d) in its entirety and replacing it with the following:

"(d) **Company Business**. Enter into any new line of business or make any change in the Company Business, provided that the Company shall be entitled to dispose of all or a part of Abba Medix Corp. and Canada House Clinics Inc., or their respective assets or businesses, provided that the cash proceeds from such transaction(s) are sufficient to allow for the payment, in full, of the Obligations and such cash proceeds are applied to the payment, in full, of the Obligations, with such payment being treated as a "Cash Prepayment Amount" under Section 3.4(a) requiring the issuance of Prepayment Warrants, in accordance with Section 3.4(b)."

(j) adding the following subparagraph (iii) to Section 7.2(f):

"(iii) the disposition of all or a part of Abba Medix Corp. or Canada House Clinics Inc., or their respective assets or businesses, provided that the cash proceeds from such transaction(s) are sufficient to allow for the payment, in full, of the Obligations and such cash proceeds are applied to the payment, in full, of the Obligations, with such payment being treated as a "Cash Prepayment Amount" under Section 3.4(a) requiring the issuance of Prepayment Warrants in accordance with Section 3.4(b)."

(k) amending Section 7.2(g) by:

i. replacing "employees, officers or directors of the Company or its Subsidiaries or other Persons not dealing at arm's length (within the meaning of the Income Tax Act (Canada)) with the Company or any of the Subsidiaries or any "associate" (as defined in the Canada Business Corporations Act)" with "Specified Individual"; and

ii. adding an additional subparagraph (D) subsequent to 7.2(g)(C) as follows:

"(D) periodic purchase order based purchases of assets and services from Les Nordico Enterprises Ltd. of a character and quantity consistent with the Company's historical practices and on arm's length terms."

(l) deleting Section 7.2(h) in its entirety and replacing it with the following:

"(h) **Changes to Employment or Material Changes to Compensation**

(A) Hire, appoint, terminate or remove any Specified Individual as an employee or officer of the Company or any of its Subsidiaries; or

(B) Materially change the terms of compensation or director fees (including bonuses, option awards or other incentive or performance-based compensation) payable by the Company or any of its Subsidiaries to any Specified Individual, except in the Ordinary Course of Business in accordance with the Company's current compensation strategies, as disclosed to the Holder."

3. The amendments to the Debenture contemplated in this Debenture Amending Agreement shall be conditional and effective upon the following:

(a) receipt of any necessary regulatory approval for the amendments contained in this Debenture Amending Agreement and the issuance of the Warrant amending agreement entered into on or about the date hereof, including approval by any stock exchange (including the Canadian Securities Exchange);

(b) the execution and delivery by Canada House Clinics Inc. of an assumption and confirmation agreement with respect to the amalgamation of Canada House Clinics and 690050 NB Inc. on May 1, 2023;

(c) the acquisition by the Company of all of the issued and outstanding shares of MC (the "**Tranche Two Closing**");

(d) the execution and delivery by MC of a Subsidiary Guarantee and a deed of hypothec in favour of the Holder on or prior to the Tranche Two Closing, with satisfactory evidence that each deed of hypothec executed by MC has been duly registered in the Register of Personal and Movable Real Rights (Quebec) as soon as practicable thereafter;

(e) executed opinions of counsel to MC regarding the Subsidiary Guarantee and deed of hypothec provided by MC, to be held in escrow pending the Tranche Two Closing;

(f) the execution and delivery by each of the Company and IsoCanMed of a deed of hypothec in favour of the Holder and satisfactory evidence that each deed of hypothec executed by such entities has been duly registered in the Register of Personal and Movable Real Rights (Quebec);

(g) executed opinions of counsel to the Company and IsoCanMed regarding the deeds of hypothec provided by such entities; and

(h) delivery of the original share certificate(s) representing all of the issued and outstanding shares of MC, together with share transfer powers executed in blank.

4. The Company shall pay to the Holder all fees and disbursements of the Holder's legal counsel incurred in connection with the Tranche Two Closing and the documentation prepared in respect thereof, which are currently expected not to exceed $65,000 (not including disbursements).

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 Debenture Amending Agreement has been executed by the Company and the Holder pursuant to Section 13.10 of the Debenture Certificate.

CANADA HOUSE CANNABIS GROUP INC.

By: (s) "Alex Kroon"

Name: Alex Kroon
Title: Interim Chief Executive Officer

ARCHERWILL INVESTMENTS INC.

By: (s) "Kevin Weitzman"

Name: Kevin Weitzman
Title: Authorized Signing Officer