WESANA HEALTH HOLDING INC.

AND

ODYSSEY TRUST COMPANY

SUPPLEMENTAL INDENTURE
to the Indenture dated March 30, 2021

Dated as of May 6, 2021

THIS SUPPLEMENTAL INDENTURE dated May 6, 2021

AMONG: **WESANA HEALTH HOLDINGS INC.**, a corporation continued under the laws of the Province of British Columbia ("**Wesana**")

AND: **ODYSSEY TRUST COMPANY**, a trust company existing under the laws of Alberta, in its capacity as Warrant Agent (the "**Warrant Agent**").

WHEREAS 1288079 B.C. Ltd. ("**Finco**") and the Warrant Agent entered into a Warrant Indenture dated March 30, 2021 (as amended, supplemented, or modified from time to time, the "**Warrant Indenture**") which provides for the issuance of warrants to purchase common shares of Finco pursuant to the terms and conditions set forth in the Warrant Indenture;

AND WHEREAS Finco completed a business combination (the "**Business Combination**") with Wesana effective the date hereof pursuant to which Finco amalgamated with a wholly owned-subsidiary of Wesana ("**Canadian Amalco**")

AND WHEREAS Canadian Amalco has been subsequently dissolved pursuant to the *Business Corporations Act* (British Columbia);

AND WHEREAS pursuant to the Business Combination and the terms of the Warrant Indenture, Wesana is to assume all obligations of Finco under the Warrant Indenture and provide for the issuance of warrants to purchase subordinate voting shares of Wesana (the "**Wesana Warrants**");

AND WHEREAS Wesana and the Warrant Agent wish to enter into this supplemental indenture (the "**Supplemental Indenture**") pursuant to Section 4.1(d) and Article 8 of the Warrant Indenture to provide for, amongst other matters set forth herein, the issuance of Wesana Warrants thereunder;

AND WHEREAS the foregoing recitals are made as representations and statements of fact by Wesana and not by the Warrant Agent.

NOW THEREFORE it is hereby covenanted, agreed and declared as follows.

1. Wesana hereby assumes all of the obligations and covenants of Finco contained in the Warrant Indenture, and hereby agrees to be bound thereby as if Wesana was an original signatory thereto. All references to: (a) the "Corporation" in the Warrant Indenture shall mean Wesana; and (b) "Common Shares" in the Warrant Indenture shall mean subordinate voting shares of Wesana.

2. The Warrant Indenture shall hereinafter provide for the issuance of the Wesana Warrants thereunder in lieu of warrants of Finco, and the Warrant Agent shall hereinafter hold all rights, interests and benefits contained therein for and on behalf of those persons who become holders of Wesana Warrants from time to time issued pursuant thereto.

3. The definition of "Expiry Date" in the Warrant Indenture shall be deleted in its entirety and replaced with:

   "**Expiry Date**" means May 6, 2023.

4. Schedule “A” of the Warrant Indenture entitled “Form of Warrant” shall be deleted in its entirety and replaced with Schedule “A” attached to this Supplemental Indenture.

5. Except as hereby amended, all terms and conditions of the Warrant Indenture remain the same, in full force and effect, and time shall continue to remain of the essence.

6. This Supplemental Indenture shall be construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

7. This Supplemental Indenture may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[Signature page follows]

The parties hereto have executed this Supplemental Indenture as of the date first written above.

WESANA HEALTH HOLDINGS INC.

By: "*Zed Wang*"

Name: Zed Wang
Title: Chief Financial Officer

ODYSSEY TRUST COMPANY, as Warrant Agent

By: "*Dan Sander*"

Name: Dan Sander
Title: Authorized Signatory

By: "*Amy Douglas*"

Name: Amy Douglas
Title: Authorized Signatory

SCHEDULE “A” - FORM OF WARRANT

[For Warrants issued to U.S. Purchasers, also include the following legends:]

"THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE ON EXERCISE HEREOF (COLLECTIVELY, THE “SECURITIES”) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO WESANA HEALTH HOLDINGS INC. (THE “CORPORATION”), (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (i) RULE 144 OR (ii) RULE144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, OR (D) IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(i) OR (D) ABOVE, A LEGAL OPINION OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE CORPORATION, MUST FIRST BE PROVIDED TO THE CORPORATION AND THE CORPORATION'S WARRANT AGENT TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE SECURITIES HAVE NOT BEEN AND WILL NOT BE APPROVED OR DISAPPROVED BY THE U.S. SECURITIES EXCHANGE COMMISSION OR ANY STATE SECURITIES REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF AN INVESTMENT IN THE CORPORATION. THESE TERMS AND THE OTHER TERMS OF THE SECURITIES WILL BE BINDING ON ANY TRANSFEREE OR OTHER HOLDER THEREOF. IF THE HOLDER OF THE SECURITIES IS NOT THE REGISTERED HOLDER, BOTH SUCH HOLDER AND SUCH REGISTERED HOLDER SHOULD CONTACT THE CORPORATION IMMEDIATELY, AS TRANSFER OF THE SECURITES WITHOUT THE WRITTEN CONSENT OF THE CORPORATION MAY HAVE RESULTED IN LIABILITY TO SUCH HOLDER AND SUCH REGISTERED HOLDER OR THE LOSS OF MATERIAL RIGHTS RELATED TO THE SECURITIES DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

"THE WARRANTS EVIDENCED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OR U.S. STATE SECURITIES LAWS. THIS WARRANT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF, OR FOR THE ACCOUNT OR BENEFIT OF, A PERSON IN THE UNITED STATES OR A U.S. PERSON UNLESS THE SUBORDINATE VOTING SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE."

WARRANT CERTIFICATE

To acquire Subordinate Voting Shares of

WESANA HEALTH HOLDINGS INC.

(a corporation existing under the laws of British Columbia)

Warrant Certificate No. ●

Certificate for ____________________ Warrants, each entitling the holder to acquire one Subordinate Voting Share (subject to adjustment as provided for in the Warrant Indenture (as defined below))

CUSIP 95081C113

ISIN CA95081C1133

THIS IS TO CERTIFY THAT, for value received,

(the "**Warrantholder**") is the registered holder of the number of subordinate voting share purchase warrants (the "**Warrants**") of WESANA HEALTH HOLDINGS INC. (the "**Corporation**") specified above, and is entitled, on exercise of these Warrants upon and subject to the terms and conditions set forth herein and in the Warrant Indenture (as defined herein), to purchase at any time before 5:00 p.m. (Toronto time) (the "**Expiry Time**") on the Expiry Date (as defined in the Warrant Indenture), one fully paid and non-assessable subordinate voting share without par value in the capital of the Corporation as constituted on the date hereof (a "**Subordinate Voting Share**") for each Warrant, subject to adjustment in accordance with the terms of the Warrant Indenture. Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed thereto in the Warrant Indenture.

The Warrants evidenced hereby are exercisable at or before the Expiry Time on the Expiry Date after which time the Warrants evidenced hereby shall be deemed to be void and of no further force or effect.

The right to purchase Subordinate Voting Shares may only be exercised by the Warrantholder within the time set forth above by:

(a) duly completing and executing the exercise form (the "**Exercise Form**") attached hereto; and

(b) surrendering this warrant certificate (the "**Warrant Certificate**"), with the Exercise Form to Odyssey Trust Company (the "**Warrant Agent**") at the principal office of the Warrant Agent, in the city of Calgary, Alberta, together with a certified cheque, bank draft or money order in the lawful money of Canada payable to or to the order of the Corporation in an amount equal to the purchase price of the Subordinate Voting Shares so subscribed for,

upon which, the Corporation will, subject to the terms hereof and the Warrant Indenture, issue or cause to be issued to the holder pursuant to the registration instructions in the Exercise Notice that number of Subordinate Voting Shares purchased.

The surrender of this Warrant Certificate, the duly completed Exercise Form and payment as provided above will be deemed to have been effected only on personal delivery thereof to, or if sent by mail or other means of transmission on actual receipt thereof by, the Warrant Agent at its principal offices as set out above.

Subject to adjustment thereof in the events and in the manner set forth in the Warrant Indenture hereinafter referred to, the exercise price payable for each Subordinate Voting Share upon the exercise of Warrants shall be $2.60 per Subordinate Voting Share (the "**Exercise Price**").

These Warrants and the Subordinate Voting Shares issuable upon exercise hereof have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or the securities laws of any state of the United States. These Warrants may not be exercised by or on behalf of a U.S. Person or a person in the United States unless the Warrants and the Subordinate Voting Shares have been registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration requirements is available. Certificates representing Subordinate Voting Shares issued to, or for the account or benefit of, persons in the United States or to U.S. Persons will bear a legend restricting the transfer of such securities under applicable United States federal and state securities laws. "United States" and "U.S. Person" are as defined in Regulation S under the U.S. Securities Act.

Certificates for the Subordinate Voting Shares subscribed for will be mailed to the persons specified in the Exercise Form at their respective addresses specified therein or, if so specified in the Exercise Form, delivered to such persons at the office where this Warrant Certificate is surrendered. If fewer Subordinate Voting Shares are purchased than the number that can be purchased pursuant to this Warrant Certificate, the holder hereof will be entitled to receive without charge a new Warrant Certificate in respect of the balance of the Warrants not then exercised. No fractional Subordinate Voting Shares will be issued upon exercise of any Warrant and no compensation will be paid in lieu thereof.

This Warrant Certificate evidences Warrants of the Corporation issued or issuable under the provisions of a warrant indenture dated as of March 30, 2021 between 1288079 B.C. LTD. and the Warrant Agent, as warrant agent, as supplemented by a certain supplemental warrant indenture dated May 6, 2021 between the Corporation and the Warrant Agent (collectively, the “**Warrant Indenture**”) to which the Warrant Indenture reference is hereby made for particulars of the rights of the holders of Warrants, the Corporation and the Warrant Agent in respect thereof and the terms and conditions on which the Warrants are issued and held, all to the same effect as if the provisions of the Warrant Indenture were herein set forth, to all of which the holder, by acceptance hereof, assents. The Corporation will furnish to the holder, on request and without charge, a copy of the Warrant Indenture. In the event of a conflict or inconsistency between a provision of hereof and the terms of the Warrant Indenture, the relevant provision in the Warrant Indenture shall prevail to the extent of the inconsistency.

On presentation at the principal offices of the Warrant Agent as set out above, subject to the provisions of the Warrant Indenture and on compliance with the reasonable requirements of the Warrant Agent, one or more Warrant Certificates may be exchanged for one or more Warrant Certificates reflecting in the aggregate the same number of Warrants as the Warrant Certificate(s) so exchanged.

The Warrant Indenture contains provisions for the adjustment of the Exercise Price payable for each Subordinate Voting Share upon the exercise of Warrants and the number of Subordinate Voting Shares issuable upon the exercise of Warrants in the events and in the manner set forth therein.

The Warrant Indenture also contains provisions making binding on all holders of Warrants outstanding thereunder resolutions passed at meetings of holders of Warrants held in accordance with the provisions of the Warrant Indenture and instruments in writing signed by Warrantholders holding a specific majority of the all then outstanding Warrants.

Nothing contained in this Warrant Certificate, the Warrant Indenture or elsewhere shall be construed as conferring upon the holder hereof any right or interest whatsoever as a holder of Subordinate Voting Shares or any other right or interest except as herein and in the Warrant Indenture expressly provided. In the event of any discrepancy between anything contained in this Warrant Certificate and the terms and conditions of the Warrant Indenture, the terms and conditions of the Warrant Indenture shall govern.

Warrants may only be transferred in compliance with the conditions of the Warrant Indenture on the register to be kept by the Warrant Agent in Calgary, Alberta, or such other registrar as the Corporation, with the approval of the Warrant Agent, may appoint at such other place or places, if any, as may be designated, upon surrender of this Warrant Certificate to the Warrant Agent or other registrar accompanied by a written instrument of transfer in form and execution satisfactory to the Warrant Agent or other registrar and upon compliance with the conditions prescribed in the Warrant Indenture and with such reasonable requirements as the Warrant Agent or other registrar may prescribe and upon the transfer being duly noted thereon by the Warrant Agent or other registrar. Time is of the essence hereof.

This Warrant Certificate will not be valid for any purpose until it has been countersigned by or on behalf of the Warrant Agent from time to time under the Warrant Indenture.

This Warrant Certificate shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Signature page follows]

IN WITNESS WHEREOF the Corporation has caused this Warrant Certificate to be duly executed as of the ___ day of _______________, 2021.

WESANA HEALTH HOLDINGS INC.

By: ____
Authorized Signatory

Countersigned and Registered by:

ODYSSEY TRUST COMPANY

By: ____
Authorized Signatory

Date: ____

FORM OF TRANSFER

ANY TRANSFER OF WARRANTS WILL REQUIRE COMPLIANCE WITH APPLICABLE SECURITIES LEGISLATION. TRANSFERORS AND TRANSFEREES ARE URGED TO CONTACT LEGAL COUNSEL BEFORE EFFECTING ANY SUCH TRANSFER.

TO: ODYSSEY TRUST COMPANY
1230, 300 5th Avenue S.W.
Calgary, Alberta T2P 3C4

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers to
____
____(print name and address) the Warrants of WESANA HEALTH HOLDINGS INC. (the "**Corporation**") represented by this Warrant Certificate and hereby irrevocable constitutes and appoints ____________________ as its attorney with full power of substitution to transfer the said securities on the appropriate register of the Warrant Agent.

In the case of a Warrant Certificate that contains a U.S. restrictive legend, the undersigned hereby represents, warrants and certifies that (one (only) of the following must be checked):

☐ (A) the transfer is being made only to the Corporation;

☐ (B) the transfer is being made outside the United States in compliance with Rule 904 of Regulation S under the U.S. Securities Act, and in compliance with any applicable local securities laws and regulations;

☐ (C) the transfer is being made pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by (i) Rule 144 under the U.S. Securities Act, if available, or (ii) Rule 144A under the U.S. Securities Act, if available, to a person who the seller reasonably believes is a "qualified institutional buyer" as defined in Rule 144A under the U.S. Securities Act ("**QIB**") that is purchasing for its own account or for the account of a QIB to whom notice is given that the offer, sale, pledge or transfer is being made in reliance of Rule 144A, and, in either case, in compliance with applicable state securities laws; or

☐ (D) the transfer is being made in another transaction that does not require registration under the U.S. Securities Act and any applicable state securities laws.

In the case of a transfer in accordance with (C)(i) or (D) above, the Corporation and the Warrant Agent shall first have received an opinion of counsel of recognized standing or other evidence in form and substance reasonably satisfactory to the Corporation, to such effect.

NOTE:

If you hold your Warrant Certificate as a QIB, transfers pursuant to Boxes (C) and (D) are not available.

DATED this ____ day of________________, 202_.

SPACE FOR GUARANTEES OF SIGNATURES (BELOW)	))))	______________________ Signature of Transferor
______________________ Guarantor's Signature/Stamp	)))))	______________________ Name of Transferor

CERTAIN REQUIREMENTS RELATING TO TRANSFERS – READ CAREFULLY

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. The signature(s) on this form must be guaranteed in accordance with the transfer agent's then current guidelines and requirements at the time of transfer. Notarized or witnessed signatures are not acceptable as guaranteed signatures. As at the time of closing, you may choose one of the following methods (although subject to change in accordance with industry practice and standards):

- Canada and the USA: A Medallion Signature Guarantee obtained from a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE MSP). Many commercial banks, savings banks, credit unions, and all broker dealers participate in a Medallion Signature Guarantee Program. The Guarantor must affix a stamp bearing the actual words "Medallion Guaranteed", with the correct prefix covering the face value of the certificate.

- Canada: A Signature Guarantee obtained from the Guarantor must affix a stamp bearing the actual words "Signature Guaranteed". Signature Guarantees are not accepted from Treasury Branches, Credit Unions or Caisse Populaires unless they are members of a Medallion Signature Guarantee Program. For corporate holders, corporate signing resolutions, including certificate of incumbency, are also required to accompany the transfer, unless there is a "Signature & Authority to Sign Guarantee" Stamp affixed to the transfer (as opposed to a "Signature Guarantee" Stamp) obtained from an authorized officer of a major Canadian Schedule 1 chartered bank.

- Outside North America: For holders located outside North America, present the certificates(s) and/or document(s) that require a guarantee to a local financial institution that has a corresponding Canadian or American affiliate which is a member of an acceptable Medallion Signature Guarantee Program. The corresponding affiliate will arrange for the signature to be over-guaranteed.

OR

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. The signature(s) on this form must be guaranteed by an authorized officer of Royal Bank of Canada, Scotia Bank or TD Canada Trust whose sample signature(s) are on file with the transfer agent, or by a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE, MSP). Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: “SIGNATURE GUARANTEED”, “MEDALLION GUARANTEED” OR

“SIGNATURE & AUTHORITY TO SIGN GUARANTEE”, all in accordance with the transfer agent’s then current guidelines and requirements at the time of transfer. For corporate holders, corporate signing resolutions, including certificate of incumbency, will also be required to accompany the transfer unless there is a “SIGNATURE & AUTHORITY TO SIGN GUARANTEE” Stamp affixed to the Form of Transfer obtained from an authorized officer of the Royal Bank of Canada, Scotia Bank or TD Canada Trust or a “MEDALLION GUARANTEED” Stamp affixed to the Form of Transfer, with the correct prefix covering the face value of the certificate.

WARRANT EXERCISE FORM

ANY EXERCISE OF WARRANTS WILL REQUIRE COMPLIANCE WITH APPLICABLE SECURITIES LEGISLATION. WARRANTHOLDERS ARE URGED TO CONTACT LEGAL COUNSEL BEFORE EFFECTING ANY SUCH TRANSFER.

TO: Wesana Health Holdings Inc. (the "**Corporation**")

AND TO: Odyssey Trust Company (the "**Warrant Agent**")
1230, 300 5th Avenue S.W.
Calgary, Alberta T2P 3C4

The undersigned holder of the Warrants evidenced by this Warrant Certificate hereby exercises the right to acquire _____________ (A) subordinate voting shares of the Corporation ("**Subordinate Voting Shares**").

Exercise Price Payable: ____
((A) multiplied by $2.60, subject to adjustment)

The undersigned hereby exercises the right of such holder to be issued, and hereby subscribes for, Subordinate Voting Shares that are issuable pursuant to the exercise of such Warrants on the terms specified in such Warrant Certificate and in the Warrant Indenture.

The undersigned hereby represents, warrants and certifies as follows (one (only) of the following must be checked):

A. ☐ The undersigned holder at the time of exercise of the Warrants (a) is not in the United States; (b) is not a U.S. Person and is not exercising the Warrants on behalf of a U.S. Person or a person in the United States; (c) did not acquire the Warrants in the United States or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States; (d) did not receive an offer to exercise the Warrants in the United States; and (e) represents and warrants that the exercise of the Warrants and the acquisition of the Subordinate Voting Shares occurred in an "offshore transaction" (as defined under Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**")); OR

B. ☐ The undersigned holder is the original U.S. Purchaser and (a) purchased the Subscription Receipts directly from 1288079 B.C. Ltd. ("**Finco**") pursuant to the a duly executed subscription agreement, dated March 30, 2021 for the purchase of Subscription Receipts; (b) is exercising the Warrants solely for its own account or for the account of the original beneficial purchaser, if any; (c) each of it and any beneficial purchaser was, on the date the Subscription Receipts were purchased from Finco, has continued to be and is on the date of exercise of the Warrants, a U.S. Accredited Investor within the meaning of Rule 501(a) under the U.S. Securities Act; and (d) all the representations, warranties and covenants set forth in the original written and duly executed subscription documents made by the undersigned for the purchase of Subscription Receipts from Finco continue to be true and correct as if duly executed as of the date hereof; OR

C. ☐ The undersigned holder has delivered to the Warrant Agent an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Corporation, to the effect that the exercise of the Warrants and the issuance of the Subordinate Voting Shares does not require registration under the U.S. Securities Act and any applicable state securities laws.

The undersigned holder understands that unless Box A above is checked, the certificate representing the Subordinate Voting Shares will be issued in definitive physical certificated form and bear a legend restricting transfer without registration under the U.S. Securities Act and applicable state securities laws unless an exemption from registration is available (as described in the Warrant Indenture and the subscription documents). If Box C above is checked, holders are encouraged to consult with the Corporation in advance to determine that the legal opinion tendered in connection with the exercise will be satisfactory in form and substance to the Corporation. "**U.S. Person**" and "**United States**" are as defined under Regulation S under the U.S. Securities Act. "**U.S. Purchaser**" is (a) any U.S. Person that purchased Subscription Receipts, (b) any person that purchased Subscription Receipts on behalf of any U.S. person or any person in the United States, (c) any purchaser of Subscription Receipts that received an offer of the Subscription Receipts while in the United States, (d) any person that was in the United States at the time the purchaser's buy order was made or the subscription agreement for Subscription Receipts was executed or delivered. "**Subscription Receipts**" means the Subscription Receipts of Finco that were issued in a private placement financing which closed on March 30, 2021.

The undersigned hereby acknowledges that the undersigned is aware that the Subordinate Voting Shares received on exercise may be subject to restrictions on resale under applicable securities legislation. The undersigned hereby further acknowledges that the Corporation will rely upon our confirmations, acknowledgements and agreements set forth herein, and agrees to notify the Corporation promptly in writing if any of the representations or warranties herein ceases to be accurate or complete.

The undersigned hereby irrevocably directs that the said Subordinate Voting Shares be issued, registered and delivered as follows:

Name(s) in Full	Address(es)	Number of Subordinate Voting Shares
______________________	______________________	______________________
______________________	______________________	______________________
______________________	______________________	______________________
______________________	______________________	______________________
______________________	______________________	______________________

Please print full name in which certificates representing the Subordinate Voting Shares are to be issued. If any Subordinate Voting Shares are to be issued to a person or persons other than the registered holder, the registered holder must pay to the Warrant Agent all exigible transfer taxes or other government charges, if any, and the Form of Transfer must be duly executed.

Once completed and executed, this Exercise Form must be mailed or delivered to WESANA HEALTH HOLDINGS INC. c/o Odyssey Trust Company (original copy).

DATED this ____day of _____, 202_.

____________________ Witness	)))))))	____________________ (Signature of Warrantholder, to be the same as it appears on the face of this Warrant Certificate. If an entity, the signatory represents that he or she has authority to bind such entity and duly execute this form.)
	)	____________________ Name of Warrantholder

☐ Please check if the certificates representing the Subordinate Voting Shares are to be delivered at the office where this Warrant Certificate is surrendered, failing which such certificates will be mailed to the address set out above. Certificates will be delivered or mailed as soon as practicable after the surrender of this Warrant Certificate to the Warrant Agent.

FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: Odyssey Trust Company, as warrant agent

AND TO: WESANA HEALTH HOLDINGS INC. (the "**Corporation**")

The undersigned (A) acknowledges that the sale of ______________________ of the Corporation represented by certificate number _____________ to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not (a) an "affiliate" of the Corporation (as that term is defined in Rule 405 under the U.S. Securities Act), (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of a designated offshore securities market (such as the Canadian Securities Exchange, the TSX Venture Exchange or the Toronto Stock Exchange) and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States or a U.S. person; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities; (4) the sale was bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities; and (6) the contemplated sale was not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

The undersigned understands that the Corporation, the warrant agent and others are relying upon the representations contained in this declaration. The undersigned agrees to and does hereby indemnify and hold the Corporation, the warrant agent, the undersigned's broker-dealer (if any), and their directors, officers, employees, agents and legal counsel (each an "Indemnified Party") harmless from and against any claim against any Indemnified Party and against any other loss, cost, damage or expense to any Indemnified Party as a result of the material inaccuracy of any representation made by the undersigned in this Declaration, including, without limitation, all expenses, reasonable attorney's fees and court costs.

Dated: _____________________________

X__________________________________

Authorized signatory

____
Name of Seller (**please print**)

____
Name of authorized signatory (**please print**)

____
Title of authorized signatory(**please print**)

Affirmation By Seller's Broker-Dealer (required for sales in accordance with Section (B)(2)(b) above)

We have read the foregoing representations of our customer, ________________________ (the "**Seller**") dated ______________________, with regard to our sale, for such Seller's account, of the securities of the Corporation described therein, and on behalf of ourselves we certify and affirm that (A) we have no knowledge that the transaction had been prearranged with a buyer in the United States, (B) the transaction was executed on or through the facilities of designated offshore securities market, (C) neither we, nor any person acting on our behalf, engaged in any directed selling efforts in connection with the offer and sale of such securities, and (D) no selling concession, fee or other remuneration is being paid to us in connection with this offer and sale other than the usual and customary broker's commission that would be received by a person executing such transaction as agent. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

____

Name of Firm

By: ____________________________

Authorized officer

Date: ________