DELIVRA HEALTH BRANDS INC.

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA

FIRST SUPPLEMENTAL WARRANT INDENTURE

February 21, 2025

THIS FIRST SUPPLEMENTAL WARRANT INDENTURE (this "**First Supplemental Indenture**") is dated as of the 21st day of February, 2025

BETWEEN:	**DELIVRA HEALTH BRANDS INC.**, a corporation incorporated and existing under the law of the Province of British Columbia (hereinafter call the "**Corporation**")
AND:	**COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company existing under the laws of Canada (hereinafter called the "**Warrant Agent**").

WHEREAS:

A. The Corporation and the Warrant Agent entered into a warrant indenture dated as of December 12, 2023 (the "**Indenture**") providing for the issuance of 60,000,000 common share purchase warrants of the Corporation (the "**Warrants**").

B. Each Warrant, subject to adjustment in accordance with the Indenture, entitles the holder thereof to acquire one Warrant Share upon payment of the Exercise Price prior to the Expiry Time, upon the terms and conditions set forth in the Indenture.

C. The Corporation is consolidating all of the issued and outstanding common shares in the capital of the Corporation ("**Common Shares**") on the basis of one (1) new Common Share for every ten (10) existing Common Shares (the "**Consolidation**").

D. Sections 2.13(1) and 2.13(5) of the Indenture require adjustments to the Exchange Basis and the Exercise Price of the Warrants (collectively, the "**Adjustments**").

E. The TSX Venture Exchange has approved the Adjustments.

F. Section 7.1(b) of the Indenture gives the Corporation (if properly authorized by its directors) and the Warrant Agent the ability to execute a supplemental indenture to give effect to the Adjustments required by Sections 2.13(1) and 2.13(5).

G. The board of directors of the Corporation has determined that it is in the best interests of the Corporation to supplement the Indenture.

H. The Warrant Agent is authorized and directed to enter into this First Supplemental Indenture and to hold all rights, interests and benefits contained herein for and on behalf of those persons who are Warrantholders pursuant to the Indenture as modified by this First Supplemental Indenture and as may be further amended from time to time.

I. All necessary acts and proceedings have been performed and taken and all necessary resolutions have been passed to authorize the execution and delivery of this First Supplemental Indenture and to make this First Supplemental Indenture legal, valid, effective and binding upon each of the Corporation and the Warrant Agent for and on behalf of the Warrantholders in accordance with the terms of the Indenture, as amended by this First Supplemental Indenture.

J. The execution, acknowledgment and delivery of this First Supplemental Indenture by the Corporation has been duly authorized by a resolution of the board of directors of the Corporation.

K. The forgoing recitals are made as representations and statements of fact by the Corporation and not by the Warrant Agent.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSES that for good and valuable consideration mutually given and received, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed and declared as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions and Interpretation.

This First Supplemental Indenture is a supplemental indenture within the meaning of the Indenture. The Indenture and this First Supplemental Indenture will be read together and have effect so far as practicable as though all the provisions of such indentures were contained in one instrument. The terms “this First Supplemental Indenture”, “herein”, “hereof”, “hereby”, “hereunder”, and similar expressions, unless the context otherwise specifies or requires, refer to the Indenture and this First Supplemental Indenture and not to any particular Article, Section, subsection or clauses thereof, and include every instrument supplemental or ancillary to this First Supplemental Indenture. All capitalized terms used but not otherwise defined in this First Supplemental Indenture (including in the recitals hereto) have the meaning ascribed to them in the Indenture.

1.2 Gender and Number.

Unless herein otherwise expressly provided or unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 Interpretation not Affected by Headings, etc.

The division of this First Supplemental Indenture into Articles, Sections, Subsections and paragraphs, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this First Supplemental Indenture.

1.4 Time of the Essence.

Time shall be of the essence in all respects in this First Supplemental Indenture.

1.5 Severability.

In the event that any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision hereof, all of which shall remain in full force and effect.

1.6 Conflicts.

In the event of any conflict between the provisions of this First Supplemental Indenture and the Indenture, the provisions of this First Supplemental Indenture will govern.

1.7 Requirement of Writing.

This First Supplemental Indenture may not be amended, modified or waived except by written instrument signed by the Corporation and the Warrant Agent.

1.8 Successors and Assigns.

This First Supplemental Indenture shall enure to the benefit of and be binding upon the Corporation and the Warrant Agent hereto and their respective successors and assigns.

ARTICLE 2
AMENDMENTS

2.1 Amendments.

(a) The first recital of the Indenture is deleted in its entirety and replaced with the following:

> "**WHEREAS** the Corporation completed a non-brokered private placement (the "**Offering**") of 60,000,000 units of the Company (the "**Units**") at a price of $0.015 per Unit for aggregate gross proceeds of $900,000;"

(b) The third recital of the Indenture is deleted in its entirety and replaced with the following:

> "**AND WHEREAS** each Warrant entitles the holder thereof to purchase 0.1 Warrant Share (as defined herein) at the Exercise Price for 36 months from the closing of the Offering;"

(c) The fourth recital of the Indenture is deleted in its entirety and replaced with the following:

> "**AND WHEREAS** subject to adjustment in the circumstances herein provided, 60,000,000 Warrants were issued entitling to the holders thereof to purchase, in the aggregate, up to 6,000,000 Warrant Shares;"

(d) Subsection 1.1 of the Indenture shall be amended by deleting the definitions of "**Exchange Basis**", "**Exercise Price**", and "**Warrants**" and replacing them in their entirety with the following:

> ""**Exchange Basis**" means, at any time, the number of Warrant Shares or other classes of shares or securities which a Warrantholder is entitled to receive upon exercise of the rights attached to the Warrants pursuant to the terms of this Indenture, as the number may be adjusted pursuant to Article 2 hereof, such number equal to 0.1 Warrant Share per Warrant as of the date hereof;
>
> "**Exercise Price**" means $0.50 for each Warrant Share, subject to adjustment in accordance with the provisions of this Indenture;
>
> "**Warrants**" means the common share purchase warrants of the Company, to be issued and countersigned in the form of Warrant Certificates and/or Uncertificated Warrants, entitling the holders thereof to purchase Warrant

Shares on the basis of 0.1 Warrant Share for each whole Warrant upon payment of the Exercise Price prior to the Expiry Time; provided that in each case the number and/or class of shares or securities receivable on the exercise of the Warrants may be subject to increase or decrease or change in accordance with the terms and provisions hereof;"

(e) Subsection 2.1 of the Indenture is hereby deleted and replaced in its entirety by the following:

"A total of 60,000,000 Warrants (subject to adjustment), each Warrant entitling the holder thereof to purchase 0.1 Warrant Share, as adjusted from time to time pursuant to this Indenture, are hereby created and authorized to be issued. Uncertificated Warrants shall be Authenticated by the Warrant Agent and deposited in CDS and Warrant Certificates evidencing the Warrants shall be executed by the Company, certified by or on behalf of the Warrant Agent and delivered by the Warrant Agent to Warrantholders, as applicable, in accordance with a written direction of the Company, all in accordance with sections 2.3 and 2.4. Subject to adjustment in accordance with the provisions of this Indenture, each of the Warrants issued hereunder shall entitle the holder thereof to receive from the Company, at the Exercise Price, the number of Warrant Shares equal to the Exchange Basis in effect on the Exercise Date."

(f) Subsection 2.2(4) of the Indenture is hereby deleted and replaced in its entirety by the following:

"Each Warrant authorized to be issued hereunder shall entitle the registered holder thereof to acquire (subject to sections 2.12, 2.14 and 2.15) upon due exercise and upon the transaction instruction or upon the due execution of the exercise form endorsed on the Warrant Certificate, as applicable, or other instrument of exercise in such form as the Warrant Agent and/or the Company may from time to time prescribe and upon payment of the Exercise Price, 0.1 Warrant Share or such other kind and amount of shares or securities or property, calculated pursuant to the provisions of sections 2.12 and 2.14, as the case may be, at any time after the date of issuance of such Warrants and prior to the Expiry Time, in accordance with the provisions of this Indenture."

(g) The Form of Warrant attached as Schedule A to the Indenture, shall be deleted in its entirety and replaced with the Form of Warrant attached to this Supplemental Indenture as Schedule A.

ARTICLE 3
MISCELLANEOUS PROVISIONS

3.1 Confirmation of Indenture.

On the date hereof, the Indenture shall be supplemented in accordance with this First Supplemental Indenture, and this First Supplemental Indenture shall form part of the Indenture for all purposes, and the holder of every Warrant heretofore or hereafter authenticated and delivered under the Indenture shall be bound thereby. The Indenture, as supplemented by this First Supplemental Indenture, shall remain in full force and effect as supplemented by this First Supplemental Indenture and is in all respects ratified and confirmed.

3.2 Acceptance.

The Corporation hereby accepts the Indenture, as amended and supplemented by this First Supplemental Indenture, and agrees to perform the same upon the terms and conditions and subject to the provisions set forth in the Indenture as supplemented by this First Supplemental Indenture.

3.3 Counterparts and Formal Date.

This First Supplemental Indenture may be 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 and notwithstanding their date of execution shall be deemed to be dated as of the day and year first above written.

3.4 Applicable Law.

This First Supplemental Indenture shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and treated in all respects as an Ontario contract and shall be binding upon the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have executed this First Supplemental Warrant Indenture as of the day and year first above written.

DELIVRA HEALTH BRANDS INC.

By: *(signed) "Gord Davey"*
Name: Gord Davey
Title: President and Chief Executive Officer

COMPUTERSHARE TRUST COMPANY OF CANADA

By: *(signed) "Elmira Afshare"*
Name: Elmira Afshare
Title: Corporate Trust Officer

By: *(signed) "Sukhman Dhanoa"*
Name: Sukhman Dhanoa
Title: Professional, Corporate Trust

SCHEDULE "A"

FORM OF WARRANT CERTIFICATE

[*For Warrants required to bear the legend in Section 2.21(3):*

"THE SECURITIES REPRESENTED HEREBY AND THE UNDERLYING 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 UNDER ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY AND THE UNDERLYING SHARES ISSUABLE UPON EXERCISE HEREOF MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO DELIVRA HEALTH BRANDS 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) 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, (D) IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (E) UNDER AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(i) OR (D) ABOVE, A LEGAL OPINION REASONABLY SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO COMPUTERSHARE TRUST COMPANY OF CANADA TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

THIS WARRANT AND THE UNDERLYING 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. THIS WARRANT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON OR PERSON IN THE UNITED STATES AND THE UNDERLYING SHARES MAY NOT BE DELIVERED WITHIN THE UNITED STATES UNLESS THE WARRANT AND THE UNDERLYING SHARES HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE, AND THE HOLDER HAS DELIVERED AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. "UNITED STATES" AND "U.S. PERSON" ARE USED HEREIN AS SUCH TERMS ARE DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT."

WARRANTS TO PURCHASE COMMON SHARES
OF DELIVRA HEALTH BRANDS INC.
(Existing under the *Business Corporations Act* (British Columbia))

Warrant Certificate Number: ● Representing ● Warrants to purchase ● Common Shares

THIS CERTIFIES that, for value received, the registered holder hereof, ● (the "**holder**") is entitled at any time at or before 4:30 p.m. (Toronto time) on December 12, 2026 (the "**Expiry Time**"), to acquire, subject to adjustment in certain events, 0.1 of a common share ("**Common Shares**") of Delivra Health Brands Inc.

(the “**Company**”) per Warrant, as presently constituted, by surrendering to Computershare Trust Company of Canada (the “**Warrant Agent**”) at its principal office in Toronto, Ontario, this Warrant Certificate with the duly completed and executed Exercise Form endorsed on the back of this Warrant Certificate, and accompanied by payment of $0.50 per Common Share (the “**Warrant Exercise Price**”) by certified cheque, bank draft or money order in lawful money of Canada payable to, or to the order of, the Company at par at the above-mentioned office of the Warrant Agent.

The holder of this Warrant Certificate may purchase less than the number of Common Shares which he is entitled to purchase on the exercise of the Warrants represented by this Warrant Certificate, in which event a new Warrant Certificate representing the Warrants not then exercised will be issued to the holder.

This Warrant Certificate represents Warrants of the Company issued or issuable under the provisions of a warrant indenture (which indenture together with all other instruments supplemental or ancillary thereto is herein referred to as the “**Warrant Indenture**”) dated as of December 12, 2023, between the Company and the Warrant Agent, as may be amended or supplemented from time to time, which contains particulars of the rights of the holders of the Warrants and the Company and of the Warrant Agent in respect thereof and the terms and conditions upon 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 of this Warrant Certificate by acceptance hereof assents. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Warrant Indenture. A copy of the Warrant Indenture will be available for inspection at the registered office of the Company in the City of Toronto, in the Province of Ontario. **In the event of any conflict between the provisions contained in this Warrant Certificate and the provisions of the Warrant Indenture, the provisions of the Warrant Indenture shall prevail.**

Upon acceptance hereof, the holder hereof hereby expressly waives the right to receive any fractional Common Shares upon the exercise hereof in full or in part and further waives the right to receive any cash or other consideration in lieu thereof. The Warrants represented by this Warrant Certificate shall be deemed to have been surrendered, and payment by certified cheque, bank draft or money order shall be deemed to have been made only upon personal delivery thereof or, if sent by post or other means of transmission, upon actual receipt thereof by the Warrant Agent at its office in the City of Toronto, Ontario or Vancouver, British Columbia.

Upon due exercise of the Warrants represented by this Warrant Certificate and payment of the Warrant Exercise Price, the Company shall cause to be issued to the person(s) in whose name(s) the Common Shares so subscribed for (provided that if the Common Shares are to be issued to a person other than the registered holder of this Warrant Certificate, the holder’s signature on the Exercise Form herein shall be guaranteed by a Schedule I Canadian chartered bank, or by a medallion signature guarantee from a member of a recognized Signature Medallion Guarantee Program and the holder shall pay to the Company or the Warrant Agent all applicable transfer or similar taxes and the Company shall not be required to issue or deliver certificates evidencing the Common Shares unless or until the holder shall have paid the Company or the Warrant Agent the amount of such tax (or shall have satisfied the Company that such tax has been paid or that no tax is due) the number of Common Shares to be issued to such person(s) and such person(s) shall become a holder in respect of such Common Shares with effect from the date of such exercise, and upon due surrender of this Warrant Certificate, the Warrant Agent shall issue a certificate(s) representing such Common Shares to be issued within five Business Days after the exercise of the Warrants (or portion thereof) represented hereby.

Neither the Warrants represented by this Warrant Certificate nor the Common Shares issuable upon exercise hereof have been or will be registered under the U.S. Securities Act or any state securities laws. The Warrants may not be exercised in the United States or by or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless (i) the Warrants and the Common Shares issuable upon exercise of the Warrants have been registered under the U.S. Securities Act and the applicable laws of any such state or (ii) an exemption from such registration requirements is available and the requirements set forth in the Exercise Form have been satisfied. "United States" and "U.S. Person" are defined in Regulation S under the U.S. Securities Act.

The holder acknowledges that the Warrants represented by this Warrant Certificate and the Common Shares issuable upon exercise hereof may be offered, sold or otherwise transferred only in compliance with all applicable securities laws.

No transfer of any Warrant will be valid unless entered on the register of transfers, upon surrender to the Warrant Agent of the Warrant Certificate evidencing such Warrant, duly endorsed by, or accompanied by a transfer form or other written instrument of transfer in form satisfactory to the Warrant Agent executed by the registered holder or his executors, administrators or other legal representatives or his or their attorney duly appointed by an instrument in writing in form and execution satisfactory to the Warrant Agent. Subject to the provisions of the Warrant Indenture and upon compliance with the reasonable requirements of the Warrant Agent, Warrant Certificates may be exchanged for Warrants Certificates entitling the holder thereof to acquire an equal aggregate number of Common Shares subject to adjustment as provided for in the Warrant Indenture. The Company and the Warrant Agent may treat the registered holder of this Warrant Certificate for all purposes as the absolute owner hereof. The holding of the Warrants represented by this Warrant Certificate shall not constitute the holder hereof a holder of Common Shares nor entitle him to any right or interest in respect thereof except as herein and in the Warrant Indenture expressly provided.

The Warrant Indenture provides for adjustment in the number of Common Shares to be delivered upon exercise of the right of purchase hereby granted and to the Warrant Exercise Price in certain events therein set forth.

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

The Warrants and the Warrant Indenture shall be governed by and performed, 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 Ontario contracts. Time shall be of the essence hereof and of the Warrant Indenture.

The Company may from time to time at any time prior to the Expiry Time purchase any of the Warrants by private agreement or otherwise.

This Warrant Certificate shall not be valid for any purpose until it has been certified by or on behalf of the Warrant Agent for the time being under the Warrant Indenture.

All dollar amounts herein are expressed in the lawful money of Canada.

[*Signature page follows*]

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be signed by its duly authorized officer as of this ____ day of __________, 20___.

DELIVRA HEALTH BRANDS INC.

Per: ________________________________

Name: Gord Davey
Title: President & Chief Executive Officer

Countersigned this _____ day of ____________, 20____

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: ________________________________

Name:
Title:

EXERCISE FORM

TO: DELIVRA HEALTH BRANDS INC.
c/o Computershare Trust Company of Canada
3rd Floor, 510 Burrard Street, Vancouver, BC V6C 3B9

The undersigned holder of the within Warrants hereby irrevocably exercises the right of such holder to be issued and hereby subscribes for ____________ Common Shares of Delivra Health Brands Inc. (the "**Company**") at the Warrant Exercise Price referred to in the attached Warrant Certificate on the terms and conditions set forth in such certificate and the Warrant Indenture and encloses herewith a certified cheque, bank draft or money order payable at par in the City of Toronto, in the Province of Ontario to the order of the Company in payment in full of the subscription price of the Common Shares hereby subscribed for.

Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the warrant indenture dated December 12, 2023, as further amended or supplemented, between the Company and Computershare Trust Company of Canada.

The undersigned certifies that the exercise of Warrants made herein will not result in the undersigned, its joint actors and affiliates holding, directly or indirectly, a number of Common Shares greater than 9.9% of the issued and outstanding Common Shares, unless the undersigned has filed and the Exchange has cleared for acceptance a personal information form in the prescribed form.

The undersigned 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 (i) is not in the United States, (ii) is not a U.S. Person, (iii) is not exercising the Warrants for the account or benefit of a U.S. Person or a person in the United States, (iv) did not execute or deliver this exercise form in the United States and (v) delivery of the underlying Common Shares will not be to an address in the United States; OR

☐ (B) the undersigned holder (a) is the original U.S. purchaser who purchased the Warrants pursuant to the offering who delivered the U.S. Accredited Investor Certificate attached to the subscription agreement in connection with its purchase of Warrants, (b) is exercising the Warrants for its own account or for the account of a disclosed principal that was named in the subscription agreement, and (c) is, and such disclosed principal, if any, is an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") at the time of exercise of these Warrants and the representations and warranties of the holder made in the original subscription agreement including the U.S. Accredited Investor Certificate remain true and correct as of the date of exercise of these Warrants; OR

☐ (C) the undersigned holder (a) is the original U.S. purchaser who purchased the Warrants pursuant to the offering who delivered the Qualified Institutional Buyer Letter attached to the subscription agreement in connection with its purchase of Warrants, (b) is exercising the Warrants for its own account or for the account of a disclosed principal that was named in the subscription agreement, and (c) is, and such disclosed principal, if any, is an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act and a "qualified institutional buyer" within the meaning of Rule 144A under the U.S. Securities Act at the time of exercise of these Warrants and the representations and warranties of the holder made in the original subscription agreement including the

Qualified Institutional Buyer remain true and correct as of the date of exercise of these Warrants; OR

☐ (D) the undersigned holder has delivered to the Company and the Warrant Agent an opinion of counsel (which will not be sufficient unless it is in form and substance reasonably satisfactory to the Company and Warrant Agent) or such other evidence reasonably satisfactory to the Company and Warrant Agent to the effect that with respect to the Common Shares to be delivered upon exercise of the Warrants, the issuance of such securities has been registered under the U.S. Securities Act, or an exemption from such registration requirements is available.

It is understood that the Company and Computershare Trust Company of Canada may require evidence to verify the foregoing representations.

Notes:

(1) Certificates will not be registered or delivered to an address in the United States unless one of Box B, C or D above is checked.

(2) If Box D above is checked, holders are encouraged to consult with the Company and the Warrant Agent in advance to determine that the legal opinion tendered in connection with the exercise will be satisfactory in form and substance to the Company and the Warrant Agent.

The undersigned hereby directs that the said Common Shares be issued as follows:

Name(s) if Full	**Address(es)**	**Number to Common Shares**

(Please print. If securities are issued to a person other than the registered Warrantholder, the holder must pay to the Warrant Agent all applicable taxes. The signature(s) to this exercise must correspond with the name(s) as written upon the face of this Warrant in every particular without alteration or any change whatsoever. The signature(s) must be guaranteed by one of the following methods:

Canada: A Medallion Signature Guarantee obtained from a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, 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".

Canada: A Signature Guarantee obtained from a major Canadian Schedule I chartered bank. The Guarantor must affix a stamp bearing the actual words "Signature Guaranteed". Signature Guarantees are not accepted from Treasury Branches, Credit Unions or Caisses Populaires unless they are members of a Medallion Signature Guarantee Program.

Outside North America: For holders located outside North America, present the certificate(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.

DATED this ____day of _________________, 20____.

________________________________	________________________________
Signature of Warrantholder	Signature of Guarantee
________________________________	
Print Name	
________________________________	
Address	

[ ] Please check this box if the securities are to be delivered at the office where these Warrants are surrendered, failing which the securities will be mailed.

TRANSFER FORM

TO: DELIVRA HEALTH BRANDS INC.
c/o Computershare Trust Company of Canada
3rd Floor, 510 Burrard Street, Vancouver, BC V6C 3B9

FOR VALUE RECEIVED, the undersigned transferor hereby sells, assigns and transfers unto

____
(Transferee)

____
(Address)

____
(Social Insurance Number)

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 Company;

☐ (B) the transfer is being made outside the United States in accordance with Rule 904 of Regulation S under the U.S. Securities Act, and in compliance with any applicable local securities laws and regulations and the holder has provided herewith the Declaration for Removal of Legend attached as Schedule "B" to the Warrant Indenture, or

☐ (C) the transfer is being made within the United States or to, or for the account or benefit of, U.S. Persons, in accordance with a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws and the undersigned has furnished to the Company and the Warrant Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company and the Warrant Agent to such effect.

In the case of a Warrant Certificate that does not contain a U.S. restrictive legend, if the proposed transfer is to, or for the account or benefit of a U.S. Person or to a person in the United States, the undersigned hereby represents, warrants and certifies that the transfer of the Warrants evidenced by this Warrant Certificate is being completed pursuant to an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws, in which case the undersigned has furnished to the Company and the Warrant Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company and the Warrant Agent to such effect.

☐ If transfer is to a U.S. Person, check this box.

________ of the Warrants registered in the name of the undersigned transferor represented by the Warrant Certificate.

DATED this ____day of ________________, 20____.

Signature of Warrantholder (Transferor)	Signature of Guarantee

Print Name

Address

REASON FOR TRANSFER – For US Residents only (where the individual(s) or corporation receiving the securities is a US resident). Please select only one (see instructions below).

☐ Gift ☐ Estate ☐ Private Sale ☐ Other (or no change in ownership)

Date of Event (Date of gift, death or sale): Value per Warrant on the date of event:

__ __ / __ __ / __ __ __ __ $ __ __ __ . __ __ ☐ **CAD** **OR** ☐ **USD**

NOTES:

1. The signature to this transfer must correspond with the name as recorded on the Warrants in every particular without alteration or enlargement or any change whatever. The signature of the person executing this transfer must be guaranteed by a Schedule I Canadian chartered bank, or by a medallion signature guarantee from a member of a recognized Signature Medallion Guarantee Program.

   Canada: A Medallion Signature Guarantee obtained from a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, 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”.

   Canada: A Signature Guarantee obtained from a major Canadian Schedule I chartered bank. The Guarantor must affix a stamp bearing the actual words “Signature Guaranteed”. Signature Guarantees are not accepted from Treasury Branches, Credit Unions or Caisses Populaires unless they are members of a Medallion Signature Guarantee Program.

   Outside North America: For holders located outside North America, present the certificate(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

2. Warrants shall only be transferable in accordance with the Warrant Indenture dated as of December 12, 2023, as further amended or supplemented, between Delivra Health Brands Inc. and Computershare Trust Company of Canada, applicable laws and the rules and policies of any applicable stock exchange.

SCHEDULE "B"
FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: Computershare Trust Company of Canada
Computershare Investor Services Inc.

as warrant agent for the Warrants and transfer agent for the Common Shares issuable upon exercise of the Warrants of Delivra Health Brands Inc. (the "**Company**")

The undersigned (a) acknowledges that the sale of the securities of the Company 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 an affiliate of the Company as that term is defined in the 1933 Act, (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 in, on or through the facilities of The TSX Venture Exchange or any other designated offshore securities market as defined in Regulation S under the U.S. Securities Act 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, (3) neither the seller nor any affiliate of the seller nor any person acting on any of 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 is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of the U.S. Securities Act with fungible unrestricted securities and (6) the contemplated sale is 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.

DATED this ____day of _____, 20__.

____
(Name of Seller)

By: ______________________________

Name:

Title: