

EMPATHO HOLDINGS INC. (FORMERLY, SHANE RESOURCES LTD.)

- and -

CAPITAL TRANSFER AGENCY, ULC

SUPPLEMENTAL WARRANT INDENTURE

Dated as of December 13, 2021

THIS SUPPLEMENTAL WARRANT INDENTURE is dated the 13th day of December, 2021.

BETWEEN:

EMPATHO HOLDINGS INC. (FORMERLY, SHANE RESOURCES LTD.),
a corporation existing under laws of British Columbia

(hereinafter called the "**Corporation**")

- and -

CAPITAL TRANSFER AGENCY, ULC, a trust company existing under the laws
of Canada

(hereinafter called the "**Warrant Agent**")

WHEREAS:

- A. Empatho Corp. ("**Subco**") and the Warrant Agent have entered into a warrant indenture dated as of July 12, 2021 (the "**Indenture**"), a copy of which is attached hereto as Schedule "A";
- B. Under the Indenture, Subco issued 12,552,000 subscription receipts (the "**Subscription Receipts**", with each Subscription Receipt to be automatically exchanged for one common share of Subco (a "**Subco Common Share**") and one warrant of Subco (a "**Subco Warrant**") of Subco upon satisfaction of the Escrow Release Conditions (as defined herein);
- C. Pursuant to the Indenture, each Subco Warrant is exercisable for one Subco Common Share at the Exercise Price (as defined in the Indenture) prior to the Expiry Time (as defined in the Indenture);
- D. Subco amalgamated with 13348776 Canada Inc. ("**133**") a wholly-owned subsidiary of the Corporation by way of a triangular amalgamation under Section 184(2) of the *Canada Business Corporations Act* (the "**Amalgamation**") pursuant to the terms of the amalgamation agreement between the Corporation, Subco and 133 (the "**Amalgamation Agreement**");
- E. The Amalgamation became effective on December 13, 2021, being the Amalgamation Date, on which date, pursuant to the Amalgamation Agreement, each Subco Share was exchanged for one common share of the Corporation and each Subco Warrant was exchanged for one common share purchase warrant of the Corporation (each, an "**Corporation Warrant**");
- F. The Corporation wishes to enter into this supplemental indenture (the "**Supplemental Indenture**") to modify the provisions of the Indenture such that following the Amalgamation, the Indenture became legal, valid and binding upon the Corporation, which assumes and agrees to perform the obligations under the Indenture, and the Corporation Warrants will constitute a "Warrant" under the Indenture;
- G. The Corporation has duly authorized the execution and delivery of this Supplemental Indenture and all things necessary to make this Supplemental Indenture a valid and binding agreement of the Corporation in accordance with its terms, have been done;

- H. The foregoing recitals are made as representations and statements of fact by the Corporation and not by the Warrant Agent.

NOW THEREFORE the parties agree as follows:

1. Definitions

All capitalized terms used but not defined in this Supplemental Indenture have the meanings ascribed to such terms in the Indenture.

2. Amendment to Indenture

The Indenture is hereby amended as follows:

- (a) The first paragraph on page A-3 of Schedule "A" to the Indenture shall be deleted and replaced with the following:

THIS IS TO CERTIFY THAT, for value received, _____ (the "**Warrantholder**") is the registered holder of the number of common share purchase warrants (the "**Warrants**") of Empatho 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, to purchase at any time before 4:00 p.m. (Toronto time) (the "**Expiry Time**") on June 29, 2023 (the "**Expiry Date**"), one fully paid and non-assessable common share without par value in the capital of the Corporation as constituted on the date hereof (a "**Common Share**") for each Warrant, subject to adjustment in accordance with the terms of the Warrant Indenture.

3. Effect of Amendments

- (a) The Warrants issued and outstanding shall be deemed to include the amendments as set forth herein, without any further action of the Warrantholders or surrender or exchange of their Warrant Certificates.
- (b) The parties confirm that the Indenture, as amended by this Supplemental Indenture, remains in full force and effect. From the date hereof, the Indenture and this Supplemental Indenture shall be read together to the extent reasonably possible as though all of the terms of both documents were contained in one instrument.

4. Applicable Law

The Indenture, as amended and supplemented by this Supplemental Indenture, the Warrants, as amended pursuant to the terms hereof, and all Warrant Certificates, as amended pursuant to the terms hereof, (including all documents relating thereto, which by common accord have been and will be drafted in English) shall be construed 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. Each of the parties hereto, which shall include the Warrantholders, irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters arising out of this Indenture and the transactions contemplated herein

5. Counterparts

This Supplemental Indenture may be executed in several counterparts each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Delivery of an executed copy of the Supplemental Indenture by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of a facsimile or PDF copy of this Supplemental Indenture and acceptance by each such party of any such facsimile or PDF copy shall be legally effective to create a valid and binding agreement as of the date hereof.

[Remainder of page left intentionally blank. Signature page follows.]

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

**EMPATHO HOLDINGS INC.
(FORMERLY, SHANE RESOURCES
LTD.)**

By: "Yan Namer"
Name: Yan Namer
Title: Chief Executive Officer

CAPITAL TRANSFER AGENCY, ULC

By: "Emilia Huniewicz"
Name: Emilia Huniewicz
Title: Managing Director

By: "Sandra Presnail"
Name: Sandra Presnail
Title: Sr. Operations Associate