

**THIS AMENDING AGREEMENT** dated as of the 29<sup>th</sup> day of August, 2023.

**BETWEEN:**

**VINERGY CAPITAL INC.**  
(herein referred to as the “**Purchaser**”)

- and -

**HEALTHCARE ACCRETION GROUP INC.**  
(herein referred to as the “**HAG**”)

- and -

**JACQUELINE KELLY**  
(herein referred to as the “**Shareholder**”)

(the Purchaser, HAG and the Shareholder are collectively referred to as the “**Parties**”)

**AMENDING AGREEMENT**

**WHEREAS:**

- A. The Parties entered into a share exchange agreement dated August 11, 2023 (the “**SEA**”);
- B. The Parties desire to amend certain terms of the SEA, including eliminating the First Option and the Second Option.

**NOW THEREFORE** in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereto covenant and agree as follows:

**Definitions**

1. All capitalized terms used in this Amending Agreement shall have the same meaning as ascribed to them in the SEA unless otherwise defined herein.

**Amendment of the SEA**

2. Recital A on page 1 of the SEA is hereby amended by replacing “3,000,000” with “2,500,000”.
3. Recital B on page 1 of the SEA is hereby deleted and replaced with the following:  
  
“The Purchaser has agreed to purchase the Initial Purchased Shares from the Shareholder on the terms and conditions set forth in this Agreement.”
4. All references in the SEA to (a) First Option, First Option Closing, First Option Expiry Time, First Option Notice, First Optioned Payment Shares, First Optioned Shares, and (b) Second Option, Second Option Closing, Second Option Expiry Time, Second Option Notice, Second Optioned Payment Shares and Second Optioned Shares, and the Purchaser's option to acquire any additional HAG Shares subsequent to the Initial Closing is hereby eliminated.

5. The definition of "Termination Date" in Section 1.01 of the SEA is hereby amended by replacing "August 18" with "September 5".
6. Section 2.01 of the SEA is hereby amended by replacing "1,000,000" with "1,114,334".
7. Section 2.02 of the SEA is hereby amended by replacing "7,500,000" with "8,357,505".
8. On Closing, the Shareholder grants the Purchaser a right of first refusal, for a period of 24 months following the Closing Date, in respect of any HAG Shares owned by the Shareholder that are not sold and transferred to the Purchaser on the Closing Date, to purchase on the same terms and conditions of any bona fide offer to purchase, or proposal to sell, the HAG Shares owned by the Shareholder.

**General**

9. Save and except as amended herein, all other terms, conditions and provisions of the SEA shall continue to be in full force and effect as unamended.
10. This Amending Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors, receivers, receiver-managers, trustees and permitted assigns.
11. This Amending Agreement may be executed in several counterparts, including execution by facsimile or electronic transmission, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** the Parties hereto have executed this Amending Agreement as of the date first above written.

**VINERGY CAPITAL INC.**

By: "*Geoff Balderson*" (Signed)

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Name: Geoff Balderson

Title: Chief Financial Officer

**HEALTHCARE ACCRETION GROUP INC.**

By: "*Michael Dalsin*" (Signed)

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Name: Michael Dalsin

Title: Chairman

"*Jacqueline Kelly*" (Signed)

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**JACQUELINE KELLY**