

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS FOUR MONTHS AND ONE DAY AFTER THE LATER OF: (I) JULY 24, 2018 AND (II) THE DATE THAT THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY].

UNIT PURCHASE OPTION

THE OPTIONS REPRESENTED BY THIS UNIT PURCHASE OPTION CERTIFICATE (THIS "CERTIFICATE") WILL BE VOID AND OF NO VALUE UNLESS EXERCISED BY 5:00 P.M. (VANCOUVER TIME) ON THE EXPIRY DATE.

UNIT PURCHASE OPTION CERTIFICATE

TRENCHANT CAPITAL CORP.
1021 West Hastings Street, 9th Floor
Vancouver, BC V6E 0C3
(the "Holder")

1. This is to certify that, for value received, the Holder has the right to purchase (the "Option") from the Borrower, upon and subject to the terms and conditions hereinafter referred to, _____ * Units (the "Optioned Units") in the partnership capital of the Issuer.
2. The terms and conditions of the Option are set out below and in Appendix 1 attached to this Certificate ("Appendix 1"). Capitalized terms used in this Certificate but not otherwise defined herein shall have the meanings ascribed thereto in Appendix 1.
3. Subject to Section 6 hereof, the Holder may exercise its right to purchase the Optioned Units (in whole or in part) for the Exercise Amount at any time until the Expiry Date by:
 - (a) providing the Borrower with a completed and executed Exercise Form for the number of Optioned Units which the Holder wishes to purchase; and
 - (b) paying the applicable Exercise Amount, in Canadian funds, for the aggregate number of Optioned Units being purchased, either by bank draft, certified cheque or money order, payable to the Borrower, and delivering such payment to the Borrower at the address set forth in Section 8.11 of the Loan Agreement.
4. On the date the Borrower receives a duly executed Exercise Form and the aggregate Exercise Amount for the number of Optioned Units specified in the Exercise Form (the "Exercise Date"), the Optioned Units so purchased (the "Acquired Units") will be deemed to have been transferred and the persons to whom such Acquired Units have been deemed to be transferred will be deemed to have become the holder (or holders) of record of such Acquired Units on such date. As promptly as practicable after the Exercise Date and, in any event, within ten (10) business days of the Exercise Date, the Borrower will cause the Issuer to deliver to the person in whose name the Acquired Units so purchased are to be registered as specified in the Exercise Form at its address

specified in the Exercise Form, a certificate for the appropriate number of Acquired Units.

5. The Holder may purchase a number of Optioned Units less than the number which the Holder is entitled to purchase pursuant to the Option, provided that the Holder cannot exercise its rights under the Option for less than 25% of the Optioned Units or more than three (3) times. In the event of any purchase of a number of Optioned Units less than the full number which can be purchased pursuant to the Option at such time, the Holder, upon exercise thereof, will be entitled to receive a new Certificate in respect of the balance of the Optioned Units which the Holder was entitled to purchase pursuant to the original Option, as amended, and which were not then purchased.
6. The Option may also be exercised, in whole or in part, one time by means of a "cashless exercise" in which the Holder shall be entitled to receive such number of Acquired Units as is equal to the number determined by the following formula:

$$[(A-B)/(B)] \times (X)$$

where:

(A) = the aggregate "Unit Value" of the number of the Acquired Units in respect of which the Option is to be exercised on a cashless basis (as set forth in the Exercise Form);

(B) = the aggregate Exercise Amount, for the number of the Acquired Units in respect of which the Option is to be exercised on a cashless basis (as set forth in the Exercise Form); and

(X) = the number of Acquired Units in respect of which the Option is to be exercised on a cashless basis (as set forth in the Exercise Form).

For such purposes, the "**Unit Value**" will be equal to: (a) 7.5; multiplied by (b) the consolidated EBITDA (earnings before interest, taxes, depreciation and amortization), less net debt, of Omni Health Investments Inc. for the then four most recently completed fiscal quarters based upon the most recent quarterly consolidated financial statements of the Issuer; and divided by (c) the number of Units then issued and outstanding. EBITDA shall be determined using numbers calculated in accordance with accounting standards for private enterprises (ASPE) or such other generally accepted accounting policies adopted by the Issuer and used on a consistent basis.

7. The holding of this Certificate will neither constitute the Holder a limited partner of the Issuer nor entitle the Holder to any right or interest in respect thereof, except as expressly provided in this Certificate.
8. Good title to the Acquired Units will be transferred by the Borrower to the Holder free and clear of all liens and encumbrances subject to the Holder discharging any security interest in such Acquired Units currently held by it the time of the transfer of the Acquired Units.

9. The Option is being granted, and any Acquired Units issuable on exercise thereof will be issued, in accordance with the exemption provided in Section 2.30 (Isolated distribution by issuer) of National Instrument 45-106 *Prospectus Exemptions*.
10. The Options represented by this Certificate are non-transferable.
11. Time will be of the essence hereof.
12. This Option shall expire on the Expiry Date.
13. This Certificate is not valid for any purpose until it has been signed by the Borrower.
14. The Option will be exclusively construed in accordance with the laws of the Province of British Columbia. This Certificate and Appendix 1 are governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Holder irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia.
15. Any notice required or permitted to be given to the Holder will be in writing and may be given by prepaid registered post, electronic facsimile transmission or other means of electronic communication capable of producing a printed copy to the address of the Holder appearing on this Certificate or to such other address as the Holder may specify by notice in writing to the Borrower to the address set forth in Section 8.11 of the Loan Agreement, and any such notice will be deemed to have been given and received by the Holder: (a) if mailed by prepaid registered post, on the third business day following the mailing thereof; (b) if by electronic facsimile or other electronic communication, on successful transmission; or (c) if delivered, on delivery, but if at the time of mailing, or between the time of mailing and the third business day thereafter, there is a strike, lockout or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.
16. This Certificate will enure to the benefit of and will be binding upon the Borrower and its successors.
17. The Borrower may, at its discretion, repurchase all or a portion of the Option, or any of the Acquired Units purchased by the Holder on due exercise of the Option, in whole or in part, at any time by paying to the Holder, a pro rata amount equal to:
 - (a) in the case of a repurchase of the outstanding portion of the Option, \$9,000,000 multiplied by a fraction, the numerator of which is the number of then outstanding Option Units, and the denominator of which is the number of originally issued Option Units, and then multiplied by the Earned Fraction; and
 - (b) subject to Section 17 hereof, in the case of a repurchase of Acquired Units: (i) the aggregate Exercise Amount paid by the Holder to the Borrower for such Acquired Units (if any); plus (ii) \$9,000,000 multiplied by a fraction, the numerator of which is the number of Acquired Units acquired by the Holder

under the exercise of the Option, and the denominator of which is the number of originally issued Option Units, and then multiplied by the Earned Fraction.

18. Notwithstanding Section 16(b) hereof, in the event that any Acquired Units are issued to the Holder on a "cashless" basis pursuant to Section 6 hereof, then Section 16(b) shall not apply in respect of the repurchase of such Acquired Units and the Borrower shall only be required to pay, in exchange for the repurchase of such Acquired Units as were issued pursuant to Section 6, an amount equal to: \$9,000,000 multiplied by a fraction, the numerator of which is the number of Acquired Units in respect of which the Option was exercised on a cashless basis, and the denominator of which is the number of originally issued Option Units, and then multiplied by the Earned Fraction.

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IN WITNESS WHEREOF the Borrower has caused this Certificate to be signed by its authorized signatories as of the 23rd day of March, 2018.

**ABO HEALTHCARE
LIMITED PARTNERSHIP,**
as represented by its general partner,
ABO Healthcare GP Ltd.

Per: "Roddy MacDonald"
Name: Roddy MacDonald
Title: President
Address:
Fax: (604) 696-9935
Email: rmacdonald@abacuspc.com

* The number of Optioned Units to be inserted shall equal the Earned Fraction multiplied by fifteen (15%) percent of the number of Units held by the Borrower at closing (90.08% of the outstanding Units).

APPENDIX 1

1. Definitions

- (a) “**Acquired Units**” means any Units acquired on due exercise of the Option.
- (b) “**Adjustment Period**” means the period commencing on the date of the Certificate and ending at any applicable Exercise Date.
- (c) “**Applicable Percentage**” means, in respect of any exercise of the Option, the percentage of the Acquired Units being purchased at such time as compared to the aggregate number of Optioned Units that have been issued to the Holder pursuant to the Certificate on or before the applicable Exercise Date.
- (d) “**Borrower**” means ABO Healthcare Limited Partnership, a partnership existing under the laws of British Columbia.
- (e) “**Certificate**” means the Unit Purchase Option Certificate to which this Appendix 1 is attached.
- (f) “**Earned Fraction**” means the combined principal amount advanced under the Loan Agreement and the Trenchant Loan Agreement divided by \$21,500,000.
- (g) “**Exercise Amount**” means the Applicable Percentage multiplied by \$7,725,000.
- (h) “**Exercise Date**” means the date that the Holder exercises its right to purchase Acquired Units, including pursuant to a cashless exercise as contemplated in Section 6 of the Certificate, in accordance with the terms of the Certificate.
- (i) “**Exercise Form**” means an exercise form in substantially the form attached hereto as Exhibit “A”.
- (j) “**Expiry Date**” means January 27, 2023.
- (k) “**Fully Diluted Basis**” means all of the Units of the Issuer owned by the Borrower from time to time, assuming conversion or exercise of all securities convertible or exchangeable into Units of the Issuer outstanding at the relevant time.
- (l) “**Holder**” has the meaning ascribed to it in the Certificate.
- (m) “**Issuer**” means Abacus Healthcare Limited Partnership, a limited partnership existing under the laws of Ontario.

- (n) “**Loan Agreement**” means the loan agreement dated effective as of December 21, 2017, as amended, between the Borrower and 1141864 B.C. Ltd.
- (o) “**Option**” has the meaning ascribed to it in the Certificate.
- (p) “**Optioned Units**” has the meaning ascribed to it in the Certificate.
- (q) “**Trenchant Loan Agreement**” means the Loan Agreement dated effective as of December 21, 2017, as amended, between the Borrower and the Holder.
- (r) “**Units**” means the limited partnership units in the partnership capital of the Issuer.

2. Adjustments

- (a) The rights of the Holder will be adjusted from time to time in the events and in the manner provided for in this Section 2.
- (b) If and whenever at any time during the Adjustment Period there is:
 - (i) any reclassification of the Units, any change of the Units into other units, interests, shares or other securities, or any other capital reorganization of the Issuer; or
 - (ii) any consolidation, amalgamation, arrangement, merger or other form of business combination or reorganization of the Issuer with or into any other partnership, corporation or other entity

(in any case, a “**Reorganization**”),

then, after such Reorganization, the Holder will be entitled to receive, upon exercise of the Option, and shall accept, for the Exercise Amount, in lieu of the number of Acquired Units to which such Holder was theretofore entitled upon such exercise, the kind and number or amount of units, interests, shares or other securities or property which the Holder would have been entitled to receive as a result of such Reorganization if, on the effective date thereof, the Holder had been the registered holder of the number of Acquired Units to which the Holder was theretofore entitled upon such exercise of the Option. In the case of any Reorganization, appropriate adjustments will be made in the application of the provisions of this Section 2(b) relating to the rights and interest thereafter of the Holder so that the provisions of this Section 2(b) will be made applicable as nearly as reasonably possible to any units, interests, shares or other securities deliverable after the Reorganization on the exercise of the Option.

- (c) In any case in which this Section 2 shall require that an adjustment shall become effective immediately after a record date for, or effective date of, any Reorganization, the Issuer may defer, until the occurrence and consummation of such Reorganization, transferring to the Holder pursuant to the Option exercised or deemed to have been exercised after such record date or effective date and before the occurrence and consummation of such Reorganization, the units, interests, shares or other securities or property issuable upon such exercise by reason of the adjustment required by such Reorganization, provided, however, that the Borrower will, or will cause the Issuer, to deliver to the Holder an appropriate instrument evidencing the Holder's right to receive such units, interests, shares or other securities or property upon the occurrence and consummation of such Reorganization and the right to receive any dividend or other distribution in respect of such units, interests, shares or other securities or property declared in favour of the holders of record of such units, interests, shares or other securities or property on or after the Exercise Date or such later date as the Holder would, but for the provisions of this Section 2(c), have become the holder of record of such units, interests, shares or other securities or property pursuant to Section 2(b).
- (d) The adjustments provided for in this Section 2 are cumulative and shall apply (without duplication) to successive events resulting in any adjustment under the provisions of this Section 2.
- (e) In the event of any question arising with respect to the adjustments provided in this Section 2, such question shall be conclusively determined by the Issuer's auditors or, if they are unable or unwilling to act, by such firm of chartered accountants as is appointed by the Borrower and reasonably acceptable to the Holder. Such accountants shall have access to all necessary records of the Issuer and such determination shall be binding upon the Borrower and the Holder.
- (f) As a condition precedent to the taking of any action which would require an adjustment in any of the rights under this Option, the Borrower will take any action which may, in the opinion of counsel to the Borrower or the Issuer, be necessary in order that the Issuer, or any successor to the Issuer or successor to the undertaking or assets of the Issuer, will be obligated to and may validly and legally transfer all the units, shares, interests or other securities or property which the Holder would be entitled to receive upon the exercise thereof in accordance with the provisions hereof.
- (g) At least ten (10) days before the effective date of or record date for any Reorganization that requires or might require an adjustment in any of the rights

under this Option, the Borrower will give notice to the Holder of the particulars of such Reorganization and, to the extent determinable, any adjustment required. Notice shall be given to the Holder as provided for in the Certificate. Such notice need only set forth such particulars as have been determined at the date such notice is given. If any adjustment for which such notice is given is not then determinable, promptly after such adjustment is determinable the Borrower will give notice to the Holder of such adjustment.

EXHIBIT "A"
EXERCISE FORM

TO: ABO HEALTHCARE LIMITED PARTNERSHIP, acting through its general partner,
ABO Healthcare GP Ltd. (the "**Borrower**")

Capitalized terms used but not defined in this Exercise Form have the meaning given to them in the Unit Purchase Option Certificate dated as of March 23, 2018 (the "**Certificate**") issued by the Borrower to Trenchant Capital Corp.

The undersigned hereby exercises its option to purchase _____ of the Optioned Units:

A. for the aggregate sum of _____, and encloses herewith a certified cheque, bank draft or money order payable to the Borrower in full payment of such Optioned Units;

OR

B. on a "cashless" basis pursuant to Section 6 of the Certificate.

The undersigned hereby requests that:

- (a) the name and address of the undersigned as shown below be entered in the registers of members and allotments of the Issuer;
- (b) such Acquired Units be transferred to the undersigned as fully paid and non-assessable Units; and
- (c) a certificate representing such Acquired Units be issued in the name of the undersigned.

Dated this _____ day of _____, _____.

DIRECTION AS TO REGISTRATION:

(Name and address exactly as you wish them to appear on your unit certificate and In the register of partners.)

Full Name:

Full Address:

Signature of Purchaser:
