



8123 Roper Road NW
Edmonton, Alberta
Canada T6E 6S4

Phone: (780) 448-1400
Fax: (780) 416-0324
info@questpharmatech.com

May 27, 2013

Alberta Securities Commission
Suite 600
250 - 5th Street S.W.
Calgary, AB T2P 0R4

**Re: Quest PharmaTech Inc. ("Quest") – SEDAR Filing of Material
Contracts**

Enclosed is a copy of Quest's material contracts entered into during the period February 1, 2012 to January 31, 2013. This SEDAR filing is being done pursuant to the requirements of National Instrument 51-102.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Pierre Vermette', with a stylized flourish at the end.

Pierre Vermette
CFO
Quest PharmaTech Inc.
Direct Line: (780) 448-1400, ext. 217
Email: pierre@questpharmatech.com

AMENDMENT TO CONVERTIBLE DEBENTURE AGREEMENTS

THIS AGREEMENT made as of the 12th day of March, 2012
BETWEEN:

QUEST PHARMATECH INC. ("Quest")

And

(lender name information redacted) (the "Lenders")

WHEREAS Quest and the Lenders entered into an agreement dated October 11, 2011 entitled "Amendment to Convertible Debenture Agreements";

AND WHEREAS Quest and the Lenders wish to amend one provision under the October 11, 2011 agreement.

NOW THEREFORE the parties agree as follows:

1. The maturity date under the October 11, 2011 agreement is hereby amended from March 22, 2012 to September 22, 2012.
2. All of the other terms and conditions under the October 11, 2011 agreement are valid.

This Agreement shall be binding upon and for the benefit of the successors and assigns of both parties.

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

QUEST PHARMATECH INC.

Per: _____

Per: _____

(lender name information redacted)

LOAN AGREEMENT

THIS AGREEMENT made as of the 24th day of May, 2012

BETWEEN:

QUEST PHARMATECH INC. ("Quest"), and MR. GI-HO PARK (the "Lender")

WHEREAS Quest is in late stage negotiations with parties to secure \$8 million of financing to complete Quest's ongoing clinical trials;

AND WHEREAS Quest intends to seek shareholder approval for such agreement at its upcoming Annual General Meeting to be held on July 26, 2012;

AND WHEREAS Quest needs bridge loan financing of \$500,000;

AND WHEREAS the Lender has agreed to provide Quest with an interest free loan by May 30, 2012 (the "Loan");

NOW THEREFORE the parties agree as follows:

1. The Lender agrees to provide Quest with the Loan financing.
2. Quest agrees to repay the principal amount of the Loan by May 30, 2013 or whenever the \$8 million financing is secured.
3. The Lender has the option of converting the Loan to Quest common shares at any time during the period the Loan remains outstanding, at the higher of (i) \$0.40 per share or (ii) the market price of Quest shares (average close price over 20 trading days prior to the time of conversion) less a 10% discount, subject to TSX Venture Exchange and shareholder approval. Lender's option to convert the Loan to Quest common shares is valid independent of Lender's full or partial participation in the \$8 million financing.
4. Quest will promptly repay this bridge loan financing of \$500,000 to the Lender upon consummating the investment agreement dated November 21, 2011 between the parties.

This Agreement shall be binding upon and for the benefit of the successors and assigns of both parties.

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

QUEST PHARMATECH INC.

LENDER

Per: _____

Per: _____

TECHNOLOGY PURCHASE AGREEMENT

This Agreement is made as of September 15, 2012.

BETWEEN:

ADVANCED IMMUNE THERAPEUTICS, INC.

a U.S. corporation

(herein called "AIT")

OF THE FIRST PART,

- and -

QUEST PHARMATECH INC.

an Alberta corporation

(herein called "Quest")

OF THE SECOND PART.

Recitals

WHEREAS:

- A. AIT is the owner of the Assets; and,
- B. AIT has agreed to sell the Assets to Quest, and Quest has agreed to purchase the Assets from AIT on the terms and conditions set out below.

NOW THEREFORE, in consideration of the terms and conditions set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms have the meanings ascribed thereto:

- 1.1 “Affiliates” means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with, such Person. A Person shall be regarded as in control of another Person if it owns, or directly or indirectly controls, at least fifty (50%) percent of the voting stock or other ownership interest of the other Person, or if it directly or indirectly possesses the power to direct or cause the direction of the management and policies of the other Person by any means whatsoever.
- 1.2 “Agreement” means this technology purchase agreement including the Schedules hereto as amended and supplemented from time to time.
- 1.3 “AllergoOncology Technology” means all technology and intellectual properties set out in Schedule B and Schedule C.
- 1.4 “Assets” means the AllergoOncology Technology, Intellectual Property, and Third Party Agreements together with (i) all scientific data, clinical data, trial protocols, regulatory filings, manufactured products, licenses and all other similar rights relating exclusively to the AllergoOncology Technology; and (ii) originals and all copies of such information including, without limitation, all technical data, software, files, documents, reports, records and other papers currently in AIT’s possession, direction or control relating exclusively to the AllergoOncology Technology.
- 1.5 “Effective Date” means September 15, 2012, or an earlier date if agreed upon by both parties.
- 1.6 “Intellectual Property” means all trademarks and trademark applications, trade names, patents and patent applications, copyrights, and other similar property as detailed in Schedule C.
- 1.7 “Licensing or Milestone Payments” means any licensing or milestone payments received by Quest or its Affiliates from out-licensing of the AllergoOncology Technology to third parties.
- 1.8 “Net Third Party Royalties” means the aggregate cash and non-cash royalties, or similar or other payments, received by Quest or its Affiliates that are calculated on the basis of sales of Products by Persons other than Quest and its Affiliates during the Royalty Term. Net Third Party Royalties shall exclude amounts received in payment of, or to reimburse Quest or any of its Affiliates for, the cost to perform research, development or similar services, in reimbursement of patent or other out-of-pocket expenses (but shall include any profit, or mark-up, charged on those research, development or similar services), or in consideration for the purchase of any debt or securities of Quest or any of its Affiliates.
- 1.9 “Parties” means AIT and Quest and a Party means either of them.

- 1.10 “Person” means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, governmental authority or any other form of entity.
- 1.11 “Product” means any product that is derived from the AllergoOncology Technology, whether or not as the sole therapeutically active ingredient, in all dosage forms, formulations, presentations, line extensions and package configurations, that if made, used, sold, offered for sale or imported absent a license granted by Quest would infringe a Valid Claim.
- 1.12 “Product Net Sales” means the gross amounts invoiced by Quest and/or its Affiliates on all sales of Products to third parties in bona fide arms’ length transactions during the Royalty Term less, to the extent actually paid or accrued by Quest or its Affiliate and not reimbursed to Quest or its Affiliate (as applicable), (a) credits, allowances, discounts and rebates to, and chargeback from the account of, such customers for nonconforming, damaged, out-dated and returned Product; (b) freight and insurance costs incurred by Quest or its Affiliate (as applicable) in transporting such Product to such customers; (c) cash, quantity and trade discounts, rebates and other price reductions for such Product given to such customers under price reduction programs; (d) sales, use, value-added and other direct taxes incurred on the sale of such Product to such customers; (e) customs duties, tariffs, surcharges and other governmental charges incurred in exporting or importing such Product to such customers; and (f) an allowance for uncollectible or bad debts determined in accordance with generally accepted accounting principles.
- 1.13 “Purchase Price” means the purchase price for the Assets, as set out in Section 5.1.
- 1.14 “Royalty Income” means the sum of (i) Product Net Sales and (ii) Net Third Party Royalties which are not otherwise included in the calculation of Product Net Sales.
- 1.15 “Royalty Term” means a period of (royalty term information redacted) from the first commercialization of any Products in any country.
- 1.16 “Shares” means the common shares of Quest issuable to AIT pursuant to Section 5.
- 1.17 “Third Party Agreements” means the agreements with third parties relating exclusively to the Assets as detailed in Schedule D.
- 1.18 TSXV means the TSX Venture Exchange.
- 1.19 “Valid Claim” means any claim of an issued United States or foreign patent included in Schedule C, which has not expired, lapsed, or been cancelled, or held to have been permanently revoked, unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed within

the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through reissue or disclaimer or otherwise.

- 1.20 “Inventors” means the named AIT scientists who developed the AllergoOncology Technology, (name information redacted).

2. Interpretation

- 2.1 The recitals and schedules to this Agreement form part of this Agreement, and, where required by the context, any reference to this Agreement includes a reference to the recitals and schedules.
- 2.2 In this Agreement a reference to a “Schedule,” “Section,” “Subsection” or “Paragraph” followed by a letter or number means or refers to the specified schedule, section, subsection or paragraph of this Agreement.
- 2.3 In this Agreement:
- 2.3.1 words importing the singular number include the plural and vice versa;
 - 2.3.2 words importing gender include masculine, feminine and neuter genders; and
 - 2.3.3 where a term or expression is defined herein, derivatives of that term or expression have corresponding meanings.
- 2.4 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of the Province of Alberta for all matters arising out of or in connection with this Agreement or any of the transactions contemplated herein.
- 2.5 All express or implied references in this Agreement to dollars or monetary amounts are references to Canadian currency.

3. Schedules

This Agreement includes the schedules listed below which are hereby expressly incorporated into this Agreement by reference:

Schedule A	-	Representations and Warranties of AIT
Schedule B	-	Technology Forming Part of the Assets
Schedule C	-	Intellectual Property Forming Part of the Assets
Schedule D	-	Third Party Agreements

4. Sale and Purchase of the Assets

- 4.1 Subject to the terms and conditions contained herein, AIT hereby sells and Quest hereby purchases the Assets as at the Effective Date, free and clear of any and all liens, charges and encumbrances of any nature whatsoever, other than patent attorney obligations as described in Section 8.
- 4.2 On the Effective Date AIT shall execute all transfers, assignments, consents, and other documents as shall be necessary, in the opinion of counsel to Quest, acting reasonably, in order to transfer ownership of the Assets and all of its rights, right, title and interest therein to Quest. AIT shall physically deliver to Quest within a mutually agreed upon timeline, the materials which comprise part of the Assets.
- 4.3 Prior to the Effective Date Quest shall obtain approval of the TSXV and any other organizations necessary for Quest to be in compliance with applicable securities legislation.

5. Consideration

- 5.1 The Purchase Price for the Assets shall be a one time issuance to AIT, as fully paid and non-assessable, of 500,000 Common Shares of Quest (defined in Subsection 1.15 as the “Shares”) free and clear of all liens, charges and encumbrances, except as outlined in section 5.2.
- 5.2 AIT acknowledges and agrees that the certificates representing the Shares shall be endorsed with the following legends:
 - 5.2.1 “Unless permitted under securities legislation, the holder of this security must not trade the security before 4 months and 1 day from the date of issuance.”
 - 5.2.2 “Without the prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the ‘facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until 4 months from the issuance date.’”

6. Royalty Payments to AIT

During the Royalty Term, Quest will pay to the AIT inventors (name information redacted) an amount equal to (percentage information redacted) of any Licensing or Milestone Payments and any Royalty Income received by Quest or its affiliates arising from the AllergoOncology Technology and/or any Products. Such amounts shall be calculated quarterly and paid within 30 days following Quest's financial quarter end for a period of (term information redacted) from first commercialization.

7. Records; Audits

Quest will keep complete and accurate records pertaining to Product Net Sales and Net Third Party Royalties, Royalty Income and all other payments received by Quest from a third party related to the AllergoOncology Technology, in sufficient detail to permit AIT Inventors to confirm the accuracy of all payments due under Sections 6. AIT Inventors shall have the right to cause an independent auditor reasonably acceptable to Quest to audit such records to confirm such revenues for a period covering not more than the preceding three (3) years. Such audits may be exercised during normal business hours upon reasonable prior written notice to Quest, and subject to an appropriate confidentiality agreement. Prompt adjustments shall be made by the Parties to reflect the results of such audit. AIT Inventors shall bear the full cost of such audit unless such audit discloses an underpayment by Quest of at least the greater of (i) \$15,000 or (ii) four percent (4%) of the amount of payments due under this Agreement for the period audited, in which case Quest will pay the full cost of such audit.

8. Other Quest Obligations

- 8.1 Quest shall use commercially reasonable efforts to commercialize the Product.
- 8.2 Quest shall be responsible for the prosecution, filing and maintenance of the patents, including all necessary payments, comprising the Intellectual Property in Schedule C. Within two years of the Effective Date, Quest will not abandon any agreed upon patents or patent applications, without the consent of AIT.
- 8.3 Quest shall negotiate with the current patent agent of AIT with regards to current outstanding patent expense and will be responsible for up to a maximum of (payment information redacted) Cdn only.
- 8.4 If Quest fails to fulfil its obligations under Section 8.1 to 8.3 for 2 years after the Effective Date, and Quest has not cured such breach within 60 days after notice thereof by AIT; Quest agrees to return the AllergoOncology Technology to AIT with no additional cost to AIT.
- 8.5 Quest shall negotiate, if required, with UCLA in connection with patents or licensing arrangements for the development of the AllergoOncology Technology.

9. Other AIT Obligations

- 9.1 On or before the Effective Date, AIT shall obtain, at its sole cost and expense, all consents and approvals necessary for the transfer to Quest on the Effective Date of the Third Party Agreements and all of AIT's present rights, right, title and interest in and pursuant to such agreements, from and after the Effective Date, Quest shall have sole and absolute discretion for the maintenance and conduct of the Third Party Agreements and any discussions, negotiations or pending agreements initiated by or on behalf of AIT for any licenses, sublicense, partnership or related activity in relation to the Assets.
- 9.2 (name information redacted) shall provide up to 4 days per month, exclusive of travel time, of consulting services to Quest at no additional cost to help advance the development of the Technology for a period of 2 years after the Effective Date or until the start of a clinical trial, according to terms agreed to between Quest and (name information redacted) in a separate Consulting Agreement.
- 9.3 AIT and (name information redacted) shall not engage in any activities that are in direct competition with Quest related to the AllergoOncology Technology.

10. Basis of Representations

- 10.1 AIT hereby makes the representations and warranties contained in Schedule A and further confirms that:
 - 10.1.1 each of the warranties and representations of AIT are true and correct both as at the date of execution of this Agreement;
 - 10.1.2 Quest is relying on such representations and warranties contained in this Agreement in connection with the purchase of the Assets; and
 - 10.1.3 AIT's representations and warranties shall survive the execution of this Agreement and the documents contemplated hereby and the closing of the transactions contemplated herein.

11. Representations and Warranties of Quest

- 11.1 Quest hereby represents and warrants to and in favour of AIT as follows:
 - 11.1.1 it has full power, legal right and authority to enter into this Agreement and to do all such acts and things as are required hereunder to be done, observed and performed by it in accordance with its terms;

11.1.2 all necessary action will be taken by it and its directors or other representatives to authorize the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, including obtaining TSXV approval for this transaction;

11.1.3 none of the authorization, creation, execution or delivery of this Agreement or the performance of any obligation pursuant hereto by it is in conflict with or in contravention of its constating documents or resolutions of directors or the provisions of any agreement, instrument or undertaking to which it is a party;

12. Indemnification by AIT

AIT shall defend, indemnify, and hold Quest harmless from and against loss, damage, liability, cost or expense (including, without limitation, legal costs on a solicitor and his own client basis), that may be suffered or incurred by Quest, resulting from or relating to any breach of any of the representations or warranties of AIT contained in this Agreement or any failure of AIT to perform or observe any term of, or covenant in, this Agreement, except in each case to the extent arising from the gross negligence or wilful misconduct of Quest or the breach of this agreement by Quest.

13. Indemnification by Quest

Quest shall defend, indemnify, and hold AIT harmless from and against loss, damage, liability, cost or expense (including, without limitation, legal costs on a solicitor and his own client basis), that may be suffered or incurred by AIT, resulting from or relating to any breach by Quest of the representations or warranties of Quest contained in this Agreement or any failure of Quest to observe or perform any term of, or covenant in, this Agreement, except in each case to the extent arising from the gross negligence or wilful misconduct of AIT or the breach of this agreement by AIT.

14. Dispute Resolution

Any dispute between the parties in respect of any matter relating to this Agreement will be submitted for determination by an arbitrator appointed and acting pursuant to the International Dispute Resolution Procedures and Arbitration Rules of the Canadian Arbitration Association. The decision of the arbitrator will be final and binding on the Parties.

15. Confidentiality

The Confidentiality Agreement entered into between Quest and AIT on (date information redacted), will remain in full force and effect. No public announcements will be made regarding the transactions contemplated herein without the prior agreement of the other Party, except as may be required under applicable securities laws and stock exchange policies. Quest and AIT shall not disclose any terms or conditions of this Agreement to any Persons without the prior consent of the other Party.

16. Term of Agreement

This Agreement shall commence on the Effective Date, and shall remain in force and effect until the end of the Royalty Term.

17. Further Assurances

Each Party shall do such things and execute such further documents, agreements, resolutions and assurances as may be convenient, necessary or advisable from time to time in order to carry out the terms, conditions and intend of this Agreement.

18. Publicity

Quest and AIT shall work together to prepare a mutually acceptable press release disclosing the transaction contemplated by this Agreement, for public release promptly after execution of this Agreement. Thereafter, each Party will keep confidential and not disclose to third parties the terms of this Agreement, without the prior written consent of the other Party, unless such terms are disclosed pursuant to customary business development practices with parties that are themselves subject to confidentiality agreements or unless such terms must be disclosed by a Party in order to comply with any duty of disclosure it may have pursuant to applicable securities laws or accounting or stock exchange disclosure obligations.

19. Notices

Any notice to be given under this Agreement shall be in writing and may be personally delivered or mailed by prepaid registered mail addressed to the Party to whom it is to be given at its address as shown below or in the alternative, may be given by facsimile transmission or electronic communication providing that confirming notice in writing is sent as aforesaid within two (2) business days thereafter and shall be deemed to have been received on the day of delivery of communication by facsimile transmission or similar means of communication, or on the seventh (7th) business day after mailing, as the case may be.

If to AIT:

Advanced Immune Therapeutics, Inc..

(address and name information redacted) _____

Attention: _____

Facsimile: _____

If to Quest:

Quest PharmaTech Inc.
8123 Roper Road NW
Edmonton, Alberta T6E 6S4

Attention: Chief Executive Officer
Facsimile: (780) 416-0324

20. Change of Address

Any Party may change its address for service by notice to the other Party in the manner set forth above.

21. Entire Agreement

This Agreement, including the Schedules, together with the agreements and other documents to be executed and delivered pursuant hereto, constitutes the entire agreement between the Parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to the transactions contemplated hereby and there are no warranties, representations, covenants or other agreements between the Parties except as specifically set forth herein.

22. Amendment of Agreement

No amendment, supplement or modification or waiver or termination of this Agreement shall be binding unless executed in writing by both the Parties.

23. Severability

Any article, section, subsection, schedule or other subdivision or any other provisions of this Agreement (excluding the covenants to transfer the Assets and to pay the purchase price) which is deemed to be, or becomes void, illegal, invalid or unenforceable shall be severable herefrom and ineffective to the extent of such voidability, illegality, invalidity or unenforceability, and shall not invalidate, affect or impair the remaining provisions hereof, which provisions shall be severable from any void, illegal, invalid or unenforceable article, section, subsection or other subdivision or provision hereof.

24. No Waiver

No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party (the Defaulting Party) in the performance by the Defaulting Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by the Defaulting Party. Failure on the part of a Party to complain of any act or failure to act of a Defaulting Party or to declare the Defaulting Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

25. Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, administrators, legal representatives, successors and permitted assigns.

26. Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

27. Execution

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

ADVANCE IMMUNE THERAPEUTICS INC.

Per: _____

Per: _____

QUEST PHARMATECH INC.

Per: _____

Per: _____

SCHEDULE A

REPRESENTATIONS AND WARRANTIES OF AIT

(Unless otherwise noted, the terms used in this Schedule A have the same definitions as are used in the Agreement).

AIT hereby represents and warrants in favour of Quest as follows:

- (a) AIT is the legal and beneficial owner of the Assets and AIT has good and marketable title thereto free and clear of any encumbrances, charges, liens or claims whatsoever, except for those licensed territories that may be covered by any of the Third Party Agreements;
- (b) The AllergoOnoclogy Technology is detailed in Schedules B and C, and AIT has not disposed of any of the AllergoOnoclogy Technology detailed in Schedules B and C, which, to the best of AIT's knowledge, information and belief, include all of the intellectual property rights exclusively relating to the AllergoOnoclogy Technology .
- (c) No Person or other entity, other than Quest, has any agreement or option or any right capable of becoming an agreement for the purchase from AIT of the Assets;
- (d) AIT is duly incorporated and validly existing under the laws of United States with full right, power and authority to enter into and perform all of its obligations under this Agreement;
- (e) All corporate and other proceedings required to be taken by AIT to authorize this Agreement and the transactions contemplated herein have been or will be validly taken;
- (f) AIT is not a party to, bound by or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, statute, regulation, judgment, decree or law which would be violated, contravened or under which default would occur as a result of the execution, delivery and performance of its obligations under this Agreement;
- (g) To the best of AIT's knowledge, information and belief, there are no permissions, consents, or authorizations, declarations or filings, whether to or of any government or non-governmental Person required for the transfer to Quest of all AIT's rights, right, title and interest in the Assets other than any permissions, consents or authorizations that may be required for the transfer of any subsisting rights under the Third Party Agreements as detailed in Schedule E. AIT shall use reasonable commercial efforts to obtain such permissions, consents and authorizations on or before the Effective Date in conjunction with the closing of the transaction of purchase and sale contemplated herein.
- (h) There are no taxes, fees (including storage fees for any of the materials or items outlined in Schedule B), royalties, charges or levies of any kind now accrued due and unpaid in relation

to the Intellectual Property described in Schedule C, including for any period up to and including the Effective Date, except for those deferred decisions that have been outlined in Schedules B and C;

- (i) Subject to the effect of applicable bankruptcy and other similar laws and subject to the effect of the exercise of judicial discretion in accordance with the general principles of equity (whether applied by a court or the law of equity), the Agreement to which this is a schedule and all agreements or instruments contemplated thereby are, or on execution will be, valid and binding obligations of AIT enforceable in accordance with their terms;
- (j) There are no actions, suits or proceedings with respect to or affecting the Assets, in process or pending or, to the best of the knowledge of AIT, threatened, at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign. To the best of the knowledge of AIT, there is no existing ground on which an action, suit or proceeding might be commenced with respect to the Assets;
- (k) To the best of the knowledge of AIT, the Assets and their use do not infringe the rights (whether trade mark or patent or other industrial property right or otherwise) of any other Person. AIT has not received any communications from any Person or entity alleging that AIT has violated the proprietary or intellectual property rights of any other Person or entity. AIT does not know of any violation or infringement by a third party of any of the trade marks, service marks, trade names, copyrights, trade secrets or other proprietary rights comprising the Assets.

SCHEDULE B

TECHNOLOGY FORMING PART OF THE ASSETS

(technology detail redacted)

**SCHEDULE C
TO THE TECHNOLOGY PURCHASE AGREEMENT
BETWEEN ADVANCED IMMUNE THERAPEUTICS INC.
AND QUEST PHARMATECH INC.
MADE AS OF SEPTEMBER 15, 2012**

INTELLECTUAL PROPERTY FORMING PART OF THE ASSETS

(intellectual property detail redacted)

TRADEMARKS:

(trademarks detail redacted)

**SCHEDULE D
TO THE TECHNOLOGY PURCHASE AGREEMENT
BETWEEN ADVANCED IMMUNE THERAPEUTICS INC.
AND QUEST PHARMATECH INC.
MADE AS OF SEPTEMBER 15, 2012**

THIRD PARTY AGREEMENTS

(third party agreements detail redacted)

AMENDMENT TO CONVERTIBLE DEBENTURE AGREEMENTS

THIS AGREEMENT made as of the 19th day of October, 2012
BETWEEN:

QUEST PHARMATECH INC. ("Quest")

And

(lender name information redacted) (the "Lenders")

WHEREAS Quest and the Lenders entered into an agreement dated March 12, 2012 entitled "Amendment to Convertible Debenture Agreements";

AND WHEREAS Quest and the Lenders wish to amend one provision under the March 12, 2012 agreement.

NOW THEREFORE the parties agree as follows:

1. The maturity date under the March 12, 2012 agreement is hereby amended from September 22, 2012 to no later than June 30, 2013.
2. All of the other terms and conditions under the March 12, 2012 agreement are valid.

This Agreement shall be binding upon and for the benefit of the successors and assigns of both parties.

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

QUEST PHARMATECH INC.

Per: _____

Per: _____

(lender name information redacted)
