Execution Version

CENTRIC HEALTH CORPORATION

and

LIFEMARK HEALTH LIMITED PARTNERSHIP

By its general partner 1141273 ALBERTA LTD.

and

1141273 ALBERTA LTD.

and

ALARIS INCOME GROWTH FUND PARTNERSHIP

by one of its general partners ALARIS IGF CORP.

and

GATTS HOLDINGS LTD.

and

SCRC HOLDINGS LTD.

and

CRAIG GATTINGER

and

RON LOWE

ARRANGEMENT AGREEMENT

May 5, 2011

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ARRANGEMENT AGREEMENT

ARRANGEMENT AGREEMENT dated May 5, 2011 among CENTRIC HEALTH CORPORATION (the "**Purchaser**"), LIFEMARK HEALTH LIMITED PARTNERSHIP by its general partner 1141273 ALBERTA LTD. (the "**Partnership**"), GATTS HOLDINGS LTD. ("**Gatts**"), SCRC HOLDINGS LTD. ("**SCRC**"), 1141273 ALBERTA LTD. (the "**GP**"); ALARIS INCOME GROWTH FUND PARTNERSHIP, by one of its general partners ALARIS IGF CORP. ("**Alaris**"); CRAIG GATTINGER ("**Gattinger**") and RON LOWE ("**Lowe**").

WHEREAS:

a) upon and subject to the conditions set out in this Agreement, the parties intend to effect an arrangement by means of the Plan of Arrangement;

b) the board of directors of GP, in its capacity as general partner of the Partnership, unanimously: (i) determined that the transactions contemplated by this Agreement are in the best interests of the Partnership and the Partnership Securityholders; (ii) approved this Agreement and the transactions contemplated hereby; and (iii) determined to recommend that the Partnership Securityholders vote in favour of the transactions contemplated by this Agreement;

c) this Agreement (including the provisions of the Plan of Arrangement) is intended to constitute a purchase and sale agreement relating to the Residual Units and, subject to the Plan of Arrangement taking effect, each Former Holder will be deemed to have been a party to this Agreement effective on and after the execution of this Agreement and be bound by the provisions of Article 7 and Section 8.1 of this Agreement;

d) contemporaneously with the execution and delivery of this Agreement, and as an inducement to the Purchaser's willingness to enter into this Agreement, Gatts, SCRC, Alaris and certain other Partnership Securityholders have entered into a hard lock-up agreement in the form attached as Schedule "A" (the "**Lock-Up Agreement**");

e) contemporaneously with the execution and delivery of this Agreement, and as a condition and inducement to the Purchaser's willingness to enter into this Agreement, certain individuals identified on Schedule "B" (the "**Key Employees**") are entering into non-competition agreements with the Purchaser in the form attached as Schedule "C" (the "**Non-Competition Agreements**");

f) contemporaneously with the execution and delivery of this Agreement, and as a condition and inducement to the Purchaser's willingness to enter into this Agreement, the Key Employees are entering into service agreements with the Partnership in the form attached as Schedule "D" (the "**Service Agreements**");

g) contemporaneously with the execution and delivery of this Agreement, Global Healthcare Investments and Solutions Inc. and its affiliates, are signing a written consent (the "**Written Consent**") approving the issuance by the Purchaser of the Performance Shares; and

h) it is intended that the Plan of Arrangement be effected under Section 193 of the ABCA, upon the terms and subject to the conditions set forth herein;

ARTICLE 1
INTERPRETATION

Section 1.1 Defined Terms

In this Agreement, unless otherwise specified or inconsistent with the context:

"**ABCA**" means the *Business Corporations Act* (Alberta) as now in effect and as it may be amended from time to time prior to the Effective Time.

"**Acquired Companies**" means, collectively, the GP, the Partnership, LHMI and each of their Affiliates, all as listed in Section 1 of the Partnership Disclosure Letter.

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any offer, proposal or inquiry relating to, or any Person's indication of interest in, (i) the sale, license, disposition or acquisition of all or a material portion of the business or assets of any of the Acquired Companies, (ii) the issuance, disposition or acquisition of (a) any security of the Partnership, (b) any subscription, option, call, warrant, preemptive right, right of first refusal or any other right (whether or not exercisable) to acquire any security of any Acquired Company, or (c) any security, instrument or obligation that is or may become convertible into or exchangeable for security of any Acquired Company or (iii) any merger, consolidation, business combination, reorganization or similar transaction involving any Acquired Company.

"**Adjusted Equity Value**" shall be equal to Equity Value less $18,200,000..

"**Adjustment Certificate**" shall have the meaning given to it in Section 2.11(1).

"**Affiliate**" or "**affiliate**" means, unless otherwise specified, an affiliate within the meaning of Section 1.3 of National Instrument 45-106 - Prospectus and Registration Exemptions and in the case of the Partnership, includes without limitation, Medichair Ltd. and its subsidiaries but, for greater certainty excludes Alaris.

"**Agreement**" means this arrangement agreement between the Parties.

"**Alaris Settlement**" means the sum of $65,000,000 and the Repurchase Price.

"**Alberta Court**" means the Court of Queen's Bench of Alberta.

"**Alberta Registrar**" means the Registrar of Corporations appointed under Section 263 of the ABCA.

"**Appropriate Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities or self-regulatory organizations.

"**Arrangement**" means the arrangement under Section 193 of the ABCA, on the terms and conditions set forth in the Plan of Arrangement.

"**Arrangement Resolution**" means the special resolution of the Partnership Securityholders approving the Plan of Arrangement, as required by the Interim Order and applicable Law, to be substantially in the form and content of Schedule "N".

"**Articles of Arrangement**" means the articles of arrangement of the Partnership in respect of the Arrangement that are required by Section 193(10) of the ABCA to be filed with the Alberta Registrar after the Final Order is made giving effect to the Arrangement.

"**Assets**" means all property and assets of the Partnership and its Affiliates.

"**Balance Sheet Date**" means December 31, 2009.

"**Books and Records**" means all information in any form relating to the Business, including books of account, financial and accounting information and records, personnel records, tax records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, business reports, plans and projections, marketing and advertising materials and all other documents, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices).

"**Business**" means the business carried on by the Acquired Companies as now being conducted by them, including without limitation, medical assessments, occupational health, disability and rehabilitation management, physiotherapy, homecare, home medical equipment, occupation health services, eldercare, surgical centres, occupational therapy, massage therapy and chiropractic services, or other related healthcare services.

"**Business Day**" means any day of the year, other than a Saturday, a Sunday or any day on which banks are required or authorized to close in Toronto, Ontario or Calgary, Alberta.

"**Capital Contributions**" means, in the case of a Class A Preferred Unit or Class B Preferred Unit, the amount per Class A Preferred Unit or Class B Preferred Unit originally contributed to the capital of the Partnership upon subscription for such unit, and in the case of a Class C Preferred Unit, the amount per Class C Preferred Unit originally contributed to the capital of the Partnership upon subscription for such unit, which, in circumstances where the Class C Preferred Unit is acquired from treasury in exchange or in consideration for a Class A Preferred Unit or Class B

Preferred Unit, the amount of the Capital Contributions in respect of the unit(s) received in exchange therefor, and in each case less the amount of Capital Contributions previously returned on such unit.

"**Circular**" means the notice of the Partnership Meeting and accompanying management proxy circular, including all appendices thereto, to be sent to Partnership Securityholders in connection with the Partnership Meeting.

"**Class A Preferred Units**" means the Class A Preferred Units of the Partnership as set out in the Partnership Agreement.

"**Class B Preferred Units**" means the Class B Preferred Units of the Partnership as set out in the Partnership Agreement.

"**Closing**" shall have the meaning ascribed to in Section 4.9.

"**Closing Date**" means the date on which the Closing occurs.

"**Collective Agreements**" means the collective agreements with any bargaining agents for Employees binding any of the Acquired Companies and all related documents including letters of understanding, letters of intent and other written communications with bargaining agents for Employees which impose any obligations upon any of the Acquired Companies, all as listed and described in Section 24 of the Partnership Disclosure Letter.

"**constating documents**" means, with respect to any Person, the certificate or articles of incorporation, memorandum and articles of association, by-laws, limited liability company agreement, partnership agreement, formation agreement, joint venture agreement, unanimous shareholder agreement or declaration or other similar governing documents of such Person.

"**Contract**" means any agreement, indenture, contract, lease, deed of trust, licence, option, instrument, arrangement, understanding or other commitment of any nature, oral or written.

"**Credit Agreement**" means the draft form of credit agreement to be entered into by the Purchaser, Canadian Imperial Bank of Commerce, National Bank Financial and certain other financial institutions that was circulated by the Purchaser to the other Parties on May 2, 2011.

"**Damages**" include any loss, damage, injury, decline in value, lost opportunity, liability, claim, demand, settlement, judgment, award, fine, penalty, Tax, fee (including reasonable attorneys' fees), charge, cost (including costs of investigation) or expense of any nature.

"**Debt**" means with respect the Partnership and its Affiliates, without duplication, the aggregate of the following amounts: (i) all indebtedness for borrowed money including, without limitation, any indebtedness incurred to pay the $1,800,000 bonus to employees of LHMI and the indebtedness in the aggregate amount of $11,768,951 as set out in Section 9 of the Partnership Disclosure Letter; (ii) all obligations for the deferred purchase price of property or services which constitute indebtedness; (iii) all obligations evidenced by notes, bonds, debentures or other similar instruments (including, without limitation, any vendor take-back notes); (iv) all obligations created or arising under any conditional sale or other title retention agreement (whether or not the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of the property); (v) all obligations under any lease agreement that have been or should be, in accordance with GAAP, recorded as capital leases; (vi) all reimbursement obligations, contingent or otherwise, under bankers' acceptance, letter of credit and similar facilities; (vii) all obligations to purchase, redeem, retire, defease or otherwise acquire for value any partnership or shareholder or other equity interests; (viii) all contingent obligations in respect of debt of another person; (ix) all obligations under any hedge arrangements; and (x) any other obligation arising under arrangements or agreements that, in substance, provide financing to the Partnership and its Affiliates. For greater certainty, "**Debt**" excludes (i) trade payables incurred in the ordinary course of business, the payment of which is not overdue under the applicable supplier's payment terms, (ii) any Taxes payable, (iii) the Alaris Settlement, and (iv) the New LHMI Debt and any other intercompany Debt between the Partnership and its Affiliates and as between Affiliates. For the purposes of any calculations contained in this Agreement, Debt shall be calculated as of July 1, 2011.

"**Dissent Rights**" means the rights of dissent granted to registered Residual Unitholders pursuant to the Interim Order in respect of the Arrangement Resolution.

"**Drop Dead Date**" means July 31, 2011, or such later date as may be mutually agreed to by the parties to this Agreement.

"**EBITDA**" shall mean the sustainable earnings before interest, taxation, depreciation and amortization of the Business of the Partnership and its Affiliates on a consolidated basis consistently applied (excluding any abnormal or extraordinary items or one time events or items inconsistent with past practice) and calculated after the Closing Date in exactly the same manner as before the Closing Date or otherwise as the parties may agree from time to time. For purposes of any calculations contained in this Agreement, EBITDA shall be calculated for the Warranty Period.

"**Effective Date**" means the date the Articles of Arrangement are effective under the ABCA.

"**Effective Time**" means the time at which the Articles of Arrangement are filed with the Alberta Registrar on the Effective Date.

"**Employees**" means all individuals who are full-time, part-time or casual employees of the Acquired Companies.

"**Environmental Laws**" shall have the meaning given to it in number 1.25 of Schedule "I".

"**Escrow Agent**" means Equity Financial Trust Company.

"**Escrow Agreement**" shall be in the form set out at Schedule "E". Numerical Value

"**Equity Value**" shall be determined by the following formula: (i) [redacted] multiplied by (ii) EBITDA less the sum of (i) Debt; and (ii) Alaris Settlement, such formula may, from time to time, be amended or modified, as mutually agreed by Purchaser and the Residual Unitholder Representative.

"**Equity Value Report**" shall have the meaning given to it in Section 2.10.

"**Final Order**" means the final order of the Alberta Court approving the Arrangement to be applied for following approval of the Arrangement pursuant to Section 193(9) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction.

"**Financial Statements**" means the audited consolidated financial statements of the Partnership as at the Balance Sheet Date consisting of a balance sheet and the accompanying statement of income of the Partnership for the fiscal year ending December 31, 2009 and all notes in respect thereof and the unaudited consolidated financial statements of the Partnership as at, consisting of a balance sheet and the accompanying statement of income of the Partnership for the fiscal year ending December 31, 2010.

"**Former Holder**" means a registered holder of Residual Unit transferred to the Purchaser pursuant to the Plan of Arrangement, including Gatts and SCRC.

"**Former Holder Indemnitees**" shall have the meaning given to it in Section 7.3.

"**GAAP**" means generally accepted accounting principles in effect in Canada including the accounting recommendations published in the Handbook of the Canadian Institute of Chartered Accountants provided that, exclusively for purposes of the express references to GAAP in the definition of EBITDA, GAAP means Canadian GAAP in effect prior to the implementation of IFRS.

"**Governmental Entity**" means any: (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, or any governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) subdivision, agent, commission, board, or authority of any of the foregoing; or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing.

"**GP**" means 1141273 Alberta Ltd., the general partner of the Partnership.

"**GP Shares**" means all of the issued and outstanding shares in the capital of GP.

"**Guarantee**" means any Contract or other obligation of a person to provide any guarantee, indemnification, assumption, endorsement, comfort or other support of any kind with respect to any obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of any other person.

"**Hazardous Substances**" means any substances, materials or wastes defined or regulated by Environmental Laws including any pollutants, contaminants, chemicals, deleterious substances, industrial or toxic wastes or substances, radioactive materials, petroleum and petroleum products, polychlorinated biphenyls ("**PCBs**"), chlorinated solvents and asbestos.

"**IFRS**" means International Financial Reporting Standards.

"**Indebtedness**" shall have the meaning given to it in number 1.10 of Schedule "I".

"**Independent Contractors**" means all individuals or corporations who are independent contractors engaged by any of the Acquired Companies.

"**Intellectual Property**" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, divisionals, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) designs, design registrations, design registration applications, industrial designs, industrial design registrations, industrial design applications; (v) trade names, business names, corporate names, domain names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vi) computer software and programs; and (vii) any other intellectual property and industrial property.

"**Interim Order**" means the interim order of the Alberta Court pursuant to Section 193(4) of the ABCA containing declarations and directions with respect to the Arrangement and the Partnership Meeting.

"**Interim Period**" means the period between the date of execution of this Agreement and the Closing Date.

"**Laws**" means all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions of any grant of approval, permission, authority, permit or license of any court, Governmental Entity, statutory body or self-regulatory authority (including the TSX), and the term "**applicable**" with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.

"**Leased Real Property**" shall have the meaning given to it in number 1.7 of Schedule "I".

"**LHMI**" means LifeMark Health Management Inc.

"**Lien**" means any mortgage, charge, pledge, hypothecation, security interest, assignment, encumbrance, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition that in substance secures payment or performance of an obligation.

"**Lock-Up Agreement**" shall have meaning given to it in the recitals.

"**Material Adverse Change**" when used in connection with a party hereto means any change, effect, event or occurrence with respect to its condition (financial or otherwise), properties, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise), businesses, operations or results of operations or those of its affiliates that is, or would reasonably be expected to be, material and adverse to the current or future business, operations, results of operations, financial condition or prospects of such party and, where applicable, its affiliates taken as a whole.

"**Material Adverse Effect**" when used in connection with a party hereto means any effect that is, or would reasonably be expected to be, material and adverse to the current or future business, operations, results of operations, financial condition or prospects of such party and, where applicable, its affiliates taken as a whole.

"**Material Contracts**" shall have the meaning given to it in number 1.15 of Schedule "I".

"**Material Leases**" means each of the Leases identified on Section 6 of the Partnership Disclosure Letter as being material and as requiring consent of or notice to the landlord for the change of control of the tenant caused by the transactions contemplated herein.

"**MEDIchair Intellectual Property**" means the Intellectual Property relating to MEDIchair owned by Alaris.

"**New LHMI Debt**" means the debt to be issued by LHMI to the Partnership in the aggregate principal amount of $62,900,000 pursuant to the Plan of Arrangement.

"**New Partnership Agreement**" means the second amended and restated limited partnership agreement of the Partnership in the form set out in Schedule "F".

"**Notice**" shall have the meaning given to it in Section 8.4.

"**Other Interested Party**" shall have the meaning given to it in Section 4.5(2)(a).

"**Outperformance Bonus**" shall mean the bonus to be delivered to certain employees of LHMI pursuant to the terms and conditions of the Outperformance Bonus Plan.

"**Outperformance Bonus Plan**" shall have the meaning given to it in Section 4.10(2).

"**Owned Intellectual Property**" means all Intellectual Property that is owned by any of the Acquired Companies.

"**Participating Note**" means the advances received by LHMI from time to time from the Partnership pursuant to the Participating Note Agreement dated September 21, 2006 having an aggregate principal amount of $62,900,000.

"**Partnership**" means LifeMark Health Limited Partnership, a limited partnership governed by the *Partnership Act* (Alberta).

"**Partnership Agreement**" means the amended and restated limited partnership agreement dated June 4, 2008 among, *inter alia,* the GP, Gatts Holdings Ltd., SCRC Holdings Ltd., and Alaris Income Growth Fund Partnership, by its general partner Alaris IGF Corp., as the same may be amended from time to time.

"**Partnership Disclosure Letter**" means that certain letter of disclosure dated as of the date hereof and signed by an authorized officer of Partnership and delivered by Partnership to the Purchaser on or prior to the date hereof.

"**Partnership Meeting**" means the special meeting of Partnership Securityholders, including any postponements or adjournments thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution among other things.

"**Partnership Securityholders**" mean the Residual Unitholders, the holders of Class A Preferred Units and the holders of Class B Preferred Units, collectively.

"**Party**" means a party to this Agreement and any other Person who may become a party to this Agreement.

"**Performance Shares**" shall mean common shares of the Purchaser delivered to the Escrow Agent in trust for each of the Former Holders pursuant to the terms and conditions of the Escrow Agreement.

"**Permitted Acquisitions**" means the acquisitions described in Section 26 of the Partnership Disclosure Letter.

"**Permitted Liens**" means:

(a) the reservations in any original grants from the Crown of any real property or interest therein which do not materially detract from the value of the real property concerned or materially impair its use in the operation of the Business;

(b) undetermined or inchoate liens, charges and privileges incidental to current construction or current operations and statutory liens, charges, adverse claims, security interests or encumbrances of any nature whatsoever claimed or held by any Governmental Entity which have not at the time been filed or registered against the title to the asset or served upon the Acquired Companies pursuant to law or which relate to obligations not due or delinquent;

(c) liens for Taxes that are not delinquent or which are due but are being contested in good faith and diligently by appropriate proceedings and the payment for which adequate provision has been made in the most recent financial statements;

(d) servitudes, easements, restrictions, rights-of-way and other similar rights in real property or any interest therein, provided the same are not of such nature as to materially adversely affect the use or value of the property subject thereto;

(e) assignments of insurance provided to landlords (or their mortgagees) pursuant to the terms of any Lease, and Liens reserved in any Lease for rent or for compliance with the terms of such Lease;

(f) title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use or value of the property subject thereto for the purposes for which it is presently used;

(g) zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, municipal or other governmental bodies or regulatory authorities, provided they do not affect the use of the Leased Real Property in any material respect;

(h) rights of equipment lessors under equipment leases and contracts provided that the terms of such equipment leases and contracts have been fully performed in all material respects to the Closing Date; and

(i) the Liens described in Section 27 of the Partnership Disclosure Letter.

"**Person**" means a natural person, partnership, limited partnership, limited liability partnership, limited liability company, unlimited liability company, Partnership, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

"**Plan of Arrangement**" means the plan of arrangement on the terms and subject to the conditions set out in Schedule "G" and subject to any amendments or variations thereto made in accordance this Agreement.

"**Principals**" means Gattinger and Lowe collectively.

"**Purchaser**" means Centric Health Corporation.

"**Purchaser's Current Public Disclosure Record**" means all information filed within the past three years by the Purchaser with any securities commission or similar regulatory authority in compliance, or intended compliance, with applicable securities Laws, which is available for public viewing on SEDAR website at www.sedar.com under the Purchaser's profile.

"**Purchaser's Indemnitees**" mean the following Persons: (i) the Purchaser; (ii) the Purchaser's current and future Affiliates (including the Partnership and any of its Affiliates); and (iii) the respective successors and assigns of the Persons referred to in clauses "(i)" and "(ii)" above; provided, however, that the Partnership Securityholders shall not be deemed to be "**Purchaser's Indemnitees.**"

"**Representative**" when used with respect to a Party means each director, officer, employee, agent, consultant, adviser and other representative of that Party who is involved in the transactions contemplated by this Agreement.

"**Repurchase Price**" shall have the meaning given to it in Schedule "A" to the New Partnership Agreement and includes any purchase or repurchase price paid to Alaris pursuant to Section 2(e) of Schedule "A" to the New Partnership Agreement.

"**Residual Unitholder Representative**" shall have the meaning given to it in Section 8.1.

"**Residual Unitholders**" mean a registered or beneficial holder of Residual Units on the Effective Date.

"**Residual Units**" means the residual units of the Partnership.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval.

"**Settled Equity Value Report**" shall have the meaning given to it in Section 2.10(4).

"**Share Certificates**" shall have the meaning given to it in Section 2.9.

"**Subordination Agreement**" means the subordination agreement to be entered into between Alaris, the Partnership, the Purchaser and Canadian Imperial Bank of Commerce.

"**Tax Act**" means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1, as amended.

"**Tax Returns**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes.

"**Taxes**" means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"**Total Performance Shares**" means the aggregate amount of 46,875,000 common shares of the Purchaser.

"**Transaction Documents**" means collectively, the Escrow Agreement, the Lock-Up Agreements, the Written Consent, the Non-Competition Agreements, the Service Agreements and the New Partnership Agreement.

"**TSX**" means the Toronto Stock Exchange.

"**Units**" shall have the meaning given to it in the Partnership Agreement.

"**Warranty Period**" shall mean the period from the July 1, 2011 until June 30, 2012.

"**Working Capital**" means, at any time, the amount by which the consolidated current assets of the Partnership (excluding the cash on hand of the Partnership) exceed the consolidated current liabilities of the Partnership (excluding any current liabilities which form part of Debt but including any Taxes payable for the periods ending on or before the Closing Date).

Section 1.2 Rules of Interpretation

In this Agreement:

(1) the provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect its interpretation;

(2) any reference in this Agreement to gender includes all genders. Words importing the singular number also include the plural and vice versa;

(3) all references in this Agreement to "dollars" or to "$" are expressed in Canadian currency unless otherwise specifically indicated;

(4) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", and (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". The expressions "Article", "Section" and other

subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of the Agreement;

(5) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding";

(6) except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as they may have been or may from time to time be amended, re-enacted or superseded;

(7) any reference to the knowledge of a Party or Parties in this Agreement means the actual awareness of such Party or Parties without further inquiry or investigation;

(8) the Schedules attached to this Agreement form an integral part of it for all purposes of it; and

(9) all accounting terms not specifically defined in this Agreement shall be interpreted in accordance with GAAP. In the event of a change in GAAP or following the adoption of IFRS by the Purchaser or the Acquired Companies, the Purchaser and the Equity Holder Representative shall negotiate in good faith to revise (if appropriate) such accounting terms to reflect GAAP as then in effect with the desired result that the criteria for evaluating the Acquired Companies' financial condition shall be the same after such change or such adoption of IFRS as if such change or adoption had not occurred.

ARTICLE 2
THE ARRANGEMENT

Section 2.1 General

Subject to the terms and conditions of this Agreement, each of the parties hereto agrees to use its reasonable commercial efforts prior to the Effective Time to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable to complete the transactions contemplated by this Agreement and the Transaction Documents, including the Plan of Arrangement.

Section 2.2 Implementation Steps by the Partnership

The Partnership and the GP covenant in favour of the Purchaser, the Principals and Alaris that the Partnership shall:

(a) as soon as reasonably practicable after the completion of the draft Circular, apply in a manner acceptable to the Purchaser, acting reasonably, under Section 193(4) of the ABCA, for the Interim Order, and thereafter proceed with and diligently seek the Interim Order;

(b) subject to obtaining the Interim Order, convene and hold the Partnership Meeting in accordance with the Interim Order, the Partnership Agreement and applicable Laws for the purpose of considering and, if deemed advisable, approving the Arrangement Resolution and for any other purpose as may be set out in the notice for the Partnership Meeting;

(c) except to the extent required by a Governmental Entity, not adjourn, postpone or cancel (or propose for adjournment, postponement or cancellation) the Partnership Meeting without the prior written consent of the Purchaser;

(d) take all commercially reasonable actions that are necessary or desirable to secure the approval of the Arrangement Resolution by the Partnership Securityholders;

(e) subject to obtaining the approval of the Partnership Securityholders as required by the Interim Order, to apply in a manner acceptable to the Purchaser (acting reasonably) and proceed with and diligently pursue the application to the Alberta Court for the Final Order; and

(f) subject to obtaining the Final Order and the satisfaction or waiver of the other conditions herein contained in favour of each Party, with the consent of Purchaser (acting reasonably), take all steps and actions, to give effect to the Arrangement.

Section 2.3 Implementation Steps by the Purchaser

The Purchaser covenants in favour of the Partnership, the GP, the Principals and Alaris that on or before the Effective Date and subject to the satisfaction or waiver of the other conditions herein contained in favour of the Purchaser, the Purchaser shall:

(a) cooperate with the Partnership in and consent to the seeking of the Interim Order and Final Order;

(b) use commercially reasonable efforts to obtain the conditional approval of the TSX to the issuance and listing of the Performance Shares;

(c) use commercially reasonable efforts to obtain necessary approval from its shareholders;

(d) on the Closing Date, deliver the consideration payable to the Partnership, the Principals and the Partnership Securityholders as contemplated in the Arrangement; and

(e) execute and deliver the Transaction Documents, as applicable.

Section 2.4 Implementation Steps by Principals

The Principals covenant in favour of the Purchaser, the Partnership, the GP and Alaris that on or before the Effective Date (unless otherwise specified) and subject to the satisfaction or waiver of the other conditions herein contained in favour of the Principals, the Principals shall:

(a) cause the Residual Unitholder Representative to approve the Arrangement Resolution in its capacity as the representative of the holders of the issued and outstanding Residual Units;

(b) cause GP to approve the Arrangement Resolution in its capacity as general partner of the Partnership; and

(c) execute and deliver the Transaction Documents, as applicable.

Section 2.5 Implementation Steps by Alaris

Alaris covenants in favour of the Purchaser, the Partnership, the GP and the Principals that on or before the Effective Date (unless otherwise specified) and subject to the satisfaction or waiver of the other conditions herein contained in favour of Alaris:

(a) approve the Arrangement Resolution in its capacity as the holder of all the issued and outstanding Preferred Units; and

(b) execute and deliver the Transaction Documents, as applicable.

Section 2.6 Interim Order

(1) The application for the interim order referred to in Section 2.2(a) shall request that the Interim Order provide:

(a) for the class of Persons to whom notice is to be provided in respect of the Partnership Meeting and for the manner in which such notice is to be provided;

(b) the securities of the Partnership for which holders shall be entitled to vote on the Arrangement Resolution shall be the Residual Units, Class A Preferred Units and the Class B Preferred Units;

(c) that the requisite approval for the Arrangement Resolution shall be not less than 66 2/3% of the votes cast on the Arrangement Resolution by the holders of each class of Units present in person or by proxy at the Partnership Meeting (voting separately by class such that each holder of Residual Units is entitled to one vote for each Residual Unit held, each holder of the Class A Preferred Units is entitled to one vote for each Class A Preferred Unit and each holder of the Class B Preferred Units is entitled to one vote for each Class B Preferred Unit);

(d) that, in all other respects, the terms, restrictions and conditions of the Partnership Agreement, including quorum requirements and all other matters, shall apply in respect of the Partnership Meeting, other than the 21 day notice requirement in Section 15.3 of the Partnership Agreement;

(e) for the grant of the Dissent Rights; and

(f) for such other matters as the Parties may agree, acting reasonably.

(2) The Parties agree that they shall seek any other securityholder approvals as may be required under applicable securities Laws to consummate the Plan of Arrangement.

Section 2.7 Articles of Arrangement and Circular

(1) As promptly as practicable after the execution and delivery of this Agreement, the Partnership shall prepare the Circular together with any other documents required by the ABCA, other applicable Laws or the Interim Order in connection with the Arrangement Resolution and as promptly as practicable after the execution and delivery of this Agreement, and in any event, before May 20, 2011, the Partnership shall cause the Circular and other documentation required in connection with the Partnership Meeting to be mailed to each Partnership Securityholder and be filed as required by the Interim Order and applicable Laws.

(2) The Partnership shall ensure that the Circular together with any other documents required by the ABCA or other applicable Laws in connection with the approval of the Arrangement are prepared and filed in accordance with applicable Laws, and shall give the Purchaser and its counsel and advisors timely opportunity to review and comment on all such documentation and the Partnership shall give due consideration to any comments provided by the Purchaser thereon before such documentation is filed or distributed to Partnership Securityholders.

Section 2.8 Preparation of Filings, etc.

(1) Subject to the Interim Order, the Partnership, the Purchaser and the Principals shall, on a timely basis, use their reasonable commercial efforts to co-operate in the preparation of all documents and filings and the seeking and obtaining of all consents, orders and approvals, including regulatory and judicial orders and approvals and other matters reasonably determined by the Partnership, the Purchaser or the Principals to be necessary in connection with this Agreement and the Plan of Arrangement including:

(a) the taking of all such action that may be required in connection with Appropriate Regulatory Approvals;

(b) the taking of all such action as may be required under the ABCA in connection with the Plan of Arrangement and the other transactions contemplated hereby, including obtaining the Interim Order, the Final Order and obtaining the approval of the Plan of Arrangement by the requisite percentage of the Partnership Securityholders;

(2) Each of the Partnership and the Principals shall, on a timely basis, furnish to the other parties all such information concerning it (and in the case of the Partnership, the Partnership Securityholders, available to it) as is reasonably necessary for the effectuation of the actions described in this Section 2.8. The Purchaser shall, on a timely basis, furnish to the other parties all such information concerning it (and its shareholders), as is reasonably necessary to facilitate the actions described in this Section 2.8;

(3) The Partnership shall ensure that the Circular and other documents, filings, consents, orders and approvals contemplated by this Section 2.8 are prepared in compliance with, made and/or obtained in accordance with the ABCA and all other applicable Laws, and, without limiting the generality of the foregoing, that the Circular does not contain any misrepresentation or untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (other than with respect to any information relating to and provided by the Purchaser or any third party that is not an affiliate of the Partnership, excluding the Principals). Without limiting the generality of the foregoing, the Partnership will ensure that the Circular provides Partnership Securityholders entitled to vote with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the Partnership Meeting; and

(4) The Partnership shall promptly notify the Purchaser if at any time before the Effective Date it becomes aware that the Circular, an application for an order or any other document described in this Section 2.8 contains any misrepresentation or untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Circular or such application or other document. In any such event, the Partnership shall prepare a supplement or amendment to the Circular or such application or other document, as required and as the case may be, and, if required, shall cause the same to be distributed to the Partnership Securityholders and/or filed with the relevant securities regulatory authorities, and/or other Governmental Entity after the Purchaser and their counsel and advisors have had a reasonable opportunity to review and comment on all such documentation and all such documentation is in form and content reasonably satisfactory to the Purchaser as contemplated in Section 2.7(2).

Section 2.9 Performance Shares

(1) Subject to TSX approval, on the Closing Date, the Purchaser shall issue to the Escrow Agent, as escrow agent for and on behalf of the Former Holders, a certificate representing in aggregate the Total Performance Shares (the "**Share Certificate**") in accordance with the allocations set out in Section 29 of the Disclosure Letter.

(2) Pursuant to the Escrow Agreement, upon the final determination of the Settled Equity Value Report in accordance with Section 2.10(4) or Section 2.10(5), as the case may be, the Escrow Agent shall release the Share Certificate to the Purchaser.

(3) Within ten (10) days after the Equity Value Report becomes the Settled Equity Value Report in accordance with Section 2.10(4) or Section 2.10(5), as the case may be, the Purchaser shall release to the Former Holders in allocations set out in Section 29 of the Disclosure Letter certificates representing in aggregate the number of Performance Shares determined as follows:

(a) If the Adjusted Equity Value, as determined from the Settled Equity Value Report, is equal to or greater than $60,000,000, then the Purchaser shall release certificates representing in aggregate all the Performance Shares;

(b) If the Adjusted Equity Value, as determined from the Settled Equity Value Report, is less than $60,000,000, then the Purchaser shall release certificates representing in aggregate the number of Performance Shares that is equal to (i) the Adjusted Equity Value divided by (ii) $1.28 and the Purchaser shall be entitled to cancel the remaining Performance Shares for no consideration. Notwithstanding the foregoing, in no event will the total number of Performance Shares released exceed the Total Performance Shares;

(c) Any dividends paid to the Former Holders in respect of the Performance Shares will be held in escrow pursuant to the terms of the Escrow Agreement. On termination of the Escrow Agreement, such dividends will be released to the Purchaser for distribution to the Former Holders except that the Purchaser may retain any dividends paid in respect of Performance Shares that are cancelled for no consideration. In addition, the Former Holders shall not exercise any of the voting rights attached to the Performance Shares held in escrow; and

(d) Notwithstanding anything herein contained, if the foregoing calculation results in the issuance of fractional Performance Shares, then the number of Performance Shares shall be rounded down to the next whole number.

<u>*Example 1*</u>

Assume the following for purposes of this calculation:

EBITDA: [redacted]

Debt: [redacted] (including, the indebtedness incurred to pay the $1,800,000 bonus to employees of LHMI)

Alaris Settlement: [redacted]

Equity Value = ([redacted] * EBITDA) - Debt - Alaris Settlement

= ([redacted] * [redacted]) - [redacted] - [redacted]

= [redacted]

Adjusted Equity Value = Equity Value – [redacted]

= $85,000,000 – [redacted]

= [redacted] *(capped at* [redacted] *for Performance Shares and* [redacted] *for Outperformance Bonus)*

Numerical Values

Performance Shares Released to Former Holders = [redacted]/$1.28

= [redacted] shares

Outperformance Bonus = ([redacted]-[redacted])

= [redacted]

Example 2

Assume the following for purposes of this calculation:

EBITDA: [redacted]

Debt: [redacted] (including, the indebtedness incurred to pay the [redacted] bonus to employees of LHMI)

Alaris settlement: [redacted]

Equity Value = ([redacted]* EBITDA) – Debt - Alaris Settlement

= ([redacted]* [redacted]) - [redacted] - [redacted]

= [redacted]

Adjusted Equity Value = Equity Value – [redacted]

= [redacted] – [redacted]

= [redacted]

Performance Shares Released to Former Holders = [redacted]/$1.28

= [redacted] shares

Numerical Values

There is no Outperformance Bonus as the Adjusted Equity Value is less than $60,000,000

Section 2.10 Equity Value Report and Accounting Matters Dispute

(1) Within sixty (60) Business Days following June 30, 2012, the Purchaser shall prepare and forward to the Residual Unitholder Representative a written report (the "**Equity Value Report**") setting forth the calculation of Equity Value. The Purchaser and the Residual Unitholder Representative agree that the Purchaser may in its discretion, acting reasonably, adjust Debt and EBITDA in the calculation of Equity Value to appropriately include any Permitted Acquisitions that close between July 1, 2011 and June 30, 2012.

(2) The Residual Unitholder Representative shall have twenty (20) Business Days to review the Equity Value Report following receipt of it and the Residual Unitholder

Representative must notify the Purchaser in writing if it has any objections to the Equity Value Report within such twenty (20) Business Day period. The notice of objection must contain a statement of the basis of each of the Residual Unitholder Representative's objections and each amount in dispute. The Purchaser or its Affiliate shall provide access, upon every reasonable request, to the Residual Unitholder Representative and its auditors, to all work papers of the Purchaser or its Affiliate, accounting books and records and the appropriate personnel to verify the accuracy, presentation and other matters relating to the preparation of the Equity Value Report.

(3) If the Residual Unitholder Representative sends a notice of objection to the Equity Value Report in accordance with Section 2.10(2), the Parties shall work expeditiously and in good faith in an attempt to resolve such objections within twenty (20) Business Days following receipt of the notice. Failing resolution of any objection to the Equity Value Report raised by the Residual Unitholder Representative, the dispute will be submitted for determination to KPMG LLP, or if KPMG LLP is unable to assist, then the dispute will be submitted for determination to an independent firm of chartered accountants mutually agreed to by the Residual Unitholder Representative and the Purchaser. The determination of such firm of chartered accountants will be final and binding upon the Parties and will not be subject to appeal.

(4) If the Residual Unitholder Representative does not notify the Purchaser of any objection within the twenty (20) Business Day period, the Residual Unitholder Representative is deemed to have accepted and approved the Equity Value Report, and such Equity Value Report will be final, conclusive and binding upon the Parties, and will not be subject to appeal. The Equity Value Report, will become the "**Settled Equity Value Report**", on the next Business Day following the end of such twenty (20) Business Day period.

(5) If the Residual Unitholder Representative sends a notice of objection in accordance with Section 2.10(2), the Parties shall revise the Equity Value Report, to reflect the final resolution or final determination of such objections under Section 2.10(3) within two (2) Business Days following such final resolution or determination. Such revised Equity Value Report will be final, conclusive and binding upon the Parties, and will not be subject to appeal. The Equity Value Report will become the "**Settled Equity Value Report**" on the next Business Day following revision of the Equity Value Report under this Section 2.10(5).

(6) The Residual Unitholder Representative and the Purchaser shall each bear their own fees and expenses, including the fees and expenses of their respective auditors, in preparing or reviewing, the Equity Value Report. In the case of a dispute and the retention of a firm of chartered accountants to determine such dispute, the costs and expenses of such firm of chartered accountants will be borne by the unsuccessful party.

(7) The Parties agree that the procedure set forth in this Section 2.10 for resolving disputes with respect to the Equity Value Report is the sole and exclusive method of resolving such disputes. This Section 2.10(7) will not prohibit any Party from

instigating litigation to compel specific performance of this Section 2.10 or to enforce the determination of the independent firm of chartered accountants.

Section 2.11 Adjustment Certificate

(1) From time to time during the Warranty Period, the Residual Unitholder Representative may prepare and deliver to the Purchaser an adjustment certificate (the "**Adjustment Certificate**") which Adjustment Certificate shall:

(i) list expenses or income which customarily is included or excluded in the calculation of EBITDA consistent with past practice that the Residual Unitholder Representative would like adjusted, included or excluded from the calculation of EBITDA for purposes of preparing the Equity Value Report; and

(ii) specify in reasonable detail the amount of each expense or income item and the basis for why such expense or income item should be adjusted, included or excluded from the calculation of EBITDA for purposes of preparing the Equity Value Report.

(2) The Purchaser shall have twenty (20) Business Days to review the Adjustment Certificate following receipt of it and the Purchaser must notify the Residual Unitholder Representative in writing if it has any objections to the Adjustment Certificate within such twenty (20) Business Day period. The notice of objection must contain a statement of the basis of each of the Purchaser's objections.

(3) If the Purchaser sends a notice of objection to the Adjustment Certificate in accordance with Section 2.11(2), the Parties shall work expeditiously and in good faith in an attempt to resolve such objections within twenty (20) Business Days following receipt of the notice. Failing resolution of any objection to the Adjustment Certificate raised by the Purchaser, the dispute will be submitted for determination to KPMG LLP, or if KPMG LLP is unable to assist, then the dispute will be submitted for determination to an independent firm of chartered accountants mutually agreed to by the Residual Unitholder Representative and the Purchaser. Such firm of chartered accountants will look to the definition of EBITDA in this Agreement to make its determination. The determination of such firm of chartered accountants will be final and binding upon the Parties and will not be subject to appeal.

(4) If the Purchaser does not notify the Residual Unitholder Representative of any objection within the twenty (20) Business Day period, the Purchaser is deemed to have accepted and approved the Adjustment Certificate, and such Adjustment Certificate will be final, conclusive and binding upon the Parties, and will not be subject to appeal.

(5) The Residual Unitholder Representative and the Purchaser shall each bear their own fees and expenses, including the fees and expenses of their respective auditors, in preparing or reviewing, the Adjustment Certificate. In the case of a dispute and the retention of a firm of chartered accountants to determine such dispute, the costs

and expenses of such firm of chartered accountants will be borne by the unsuccessful party.

(6) The Parties agree that the procedure set forth in this Section 2.11 for resolving disputes with respect to the Adjustment Certificate is the sole and exclusive method of resolving such disputes. This Section 2.11(6) will not prohibit any Party from instigating litigation to compel specific performance of this Section 2.11 or to enforce the determination of the independent firm of chartered accountants.

Section 2.12 Adjustment Provisions

If, at any time, prior to the release of the Performance Shares by the Escrow Agent, the Purchaser:

(a) proposes to reduce or adjust the number of outstanding common shares of the Purchaser following a consolidation or combination;

(b) proposes to increase the number of outstanding common shares of the Purchaser following a subdivision or split;

(c) proposes to change, reclassify, redesignate, convert or regroup common shares of the Purchaser;

(d) proposes to issue common shares or securities convertible, exchangeable or exercisable for common shares of the Purchaser or rights, options or warrants to holders of all or substantially all common shares of the Purchaser other than currently outstanding options or convertible securities and other than pursuant to the Purchaser's existing stock option plan;

(e) proposes to amalgamate or merge with another corporation or transfer all or substantially all of its assets to another person; or

(f) proposes any other reorganization of its common share capital or other action that would affect the rights of the Former Holders hereunder,

then the appropriate proportional adjustments or changes shall be made to the number of the Performance Shares that have yet to be released to the Residual Unitholder Representative in such a way that the Former Holders and the Purchaser will not be, following said adjustments or changes, in neither a more favourable nor less favourable position than it was before such adjustment or change.

Section 2.13 Board of Directors of the GP

(1) During the Warranty Period, the Purchaser shall cause the board of directors of the GP to be comprised of five (5) individuals, of which two (2) shall be nominated by the Purchaser, two (2) shall be nominated by the Principals and the remaining individual shall be an independent director.

(2) After the Warranty Period, the Purchaser shall solely determine the composition of the board of directors of the GP. After the Warranty Period, if requested by the Purchaser, the nominees of the Principals shall resign from the board of directors.

Section 2.14 Board of Directors of the Purchaser

Following the Closing Date, the Purchaser agrees that at its next annual general meeting of shareholders or at such other time as the Purchaser and Gattinger may mutually agree, the Purchaser will nominate Gattinger for election to the board of directors of the Purchaser.

Section 2.15 Allocation of Partnership Income

All Parties agree that, the income of the Partnership will be allocated in accordance with the Plan of Arrangement.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representation and Warranties of the Partnership, the GP and the Principals

(1) Each of the Partnership, the GP and the Principals individually represent and warrant as to those matters set forth in Schedule "H" and acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with entering into of this Agreement.

(2) Subject to Section 3.1(1), each of the Partnership, the GP and the Principals individually represent and warrant as to those matters set forth in Schedule "I" and acknowledges and confirms that Alaris is relying on such representations and warranties in connection with entering into of this Agreement.

(3) Each of the Partnership, the GP and the Principals jointly and severally represent and warrant as to those matters set forth in Schedule "I", except as set forth in the Partnership Disclosure Letter (each of which exceptions shall specifically identify the relevant Section of the Schedule "I" to which it relates), and acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with the entering into of this Agreement.

(4) Subject to Section 3.1(3), each of the Partnership, the GP and the Principals jointly and severally represent and warrant as to those matters set forth in Schedule "J", except as set forth in the Partnership Disclosure Letter (each of which exceptions shall specifically identify the relevant Section of the Schedule "J" to which it relates), and acknowledges and confirms that Alaris is relying on such representations and warranties in connection with the entering into of this Agreement.

Section 3.2 Representation and Warranties of Alaris

Alaris represents and warrants as to those matters set forth in Schedule "J" and Schedule "L" and acknowledges and confirms that the Purchaser is relying on such representations and warranties in connection with the entering into of this Agreement.

Section 3.3 Representation and Warranties of the Purchaser

The Purchaser represents and warrants as to those matters set forth in Schedule "L" and acknowledges and confirms that the Partnership, the GP, the Principals and Alaris are relying on such representations and warranties in connection with the entering into of this Agreement.

ARTICLE 4
COVENANTS

Section 4.1 Covenants of the Partnership; Conduct of Business Prior to Closing

From the date hereof until the Effective Date or the earlier termination of this Agreement in accordance with Article 6, in each case except: (i) with the written consent (not to be unreasonably withheld) of the Purchaser, to any deviation therefrom; (ii) as expressly contemplated by this Agreement, the Plan of Arrangement, or the Transaction Documents, as applicable; (iii) as required by Law; or (iv) as otherwise disclosed to the Purchaser in the Partnership Disclosure Letter, the Partnership shall, and shall cause its Affiliates to:

(a) carry on its business in, and only in, the ordinary course of business consistent with past practice and take reasonable commercial efforts consistent with past practice to preserve all material rights, preserve intact its present business organization and keep available the services of its current officers and key employees and preserve relationships with customers, suppliers and others having business dealings with it to the end that its goodwill and ongoing businesses shall not be impaired in any material respect at the Effective Time. Without limiting the generality of the foregoing, the Partnership shall not, and shall cause each of its Affiliates not to:

  (i) amend its constating documents;

  (ii) declare, set aside or pay any dividend or other distribution (whether in cash, stock, property or any combination thereof);

  (iii) issue, deliver, pledge, reserve, set aside, dispose of or encumber, repurchase, redeem or otherwise acquire any Partnership Securities or securities of any other Acquired Company, or amend any term of any Partnership Security or the security of any other Acquired Company (whether by merger, consolidation or otherwise);

  (iv) incur any capital expenditures or any obligations or liabilities in respect thereof, except for any budgeted capital expenditures and other unbudgeted capital expenditures not to exceed $25,000 individually or $100,000 in the aggregate;

  (v) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any assets (other than in the normal course of business), securities, properties, interests or businesses, except for Permitted Acquisitions;

(vi) sell, lease or otherwise transfer, or create or incur any Lien on, any of the assets, securities, properties, interests or businesses of the Partnership or any of the Acquired Companies, other than sales of services and licenses of products in the ordinary course of business consistent with past practice;

(vii) make any loans, advances or capital contributions to, or investments in, any other Person, other than in the ordinary course of business consistent with past practice;

(viii) make any payments to any non-arms length Person (other than salaries, benefits, fees and expenses paid to directors and officers in accordance with past practice);

(ix) create, incur, assume, suffer to exist or otherwise be liable with respect to any Indebtedness;

(x) enter into, amend or modify in any material respect or terminate any Material Contract or otherwise waive, release or assign any material rights, claims or benefits of any Acquired Company;

(xi) other than as required by applicable Law (i) grant or increase any severance or termination pay to (or amend any existing arrangement with) any director, officer, advisor, consultant, or employee of the Partnership or any Acquired Company, (ii) increase benefits payable under any existing severance or termination pay policies or employment agreements, (iii) enter into any employment, deferred compensation or other agreement or offer (or amend any such existing agreement or offer) with any director, officer, advisor, consultant, or employee of the Partnership or any Acquired Company (other than an agreement or offer involving compensation of $100,000 or less), (iv) establish, adopt or amend (except as required by applicable Law) any collective bargaining, bonus, commission, profit-sharing, thrift, pension, retirement, deferred compensation, compensation, stock option, restricted stock or other benefit plan or arrangement covering any director, officer, advisor, consultant or employee of the Partnership or any Acquired Company, (v) increase or accelerate compensation, bonus, commission, or other benefits payable to any director, officer, advisor, consultant or employee of the Partnership or any Acquired Company, (vi) terminate any Key Employee, (vii) promote any employee of the Partnership or any Acquired Company or (viii) hire any employee;

(xii) make any material change to existing accounting practices and policies relating to the Partnership and its Affiliates, except as required by Law or required by GAAP or make, amend or rescind any Tax Return (other than the filing of a Tax Return that must be filed on or before the Effective Date);

(xiii) commence, settle, or offer or propose to settle, (i) any proceeding involving or against any Acquired Company (other than any proceeding involving a settlement of $25,000 or less as its sole remedy), or (ii) any shareholder litigation or dispute against any Acquired Company or any of its officers or directors;

(xiv) form or acquire any Affiliates; or

(xv) agree, propose, authorize or enter into any commitment to do any of the foregoing.

(b) promptly notify the Purchaser in writing:

(i) of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of or relating to Partnership contained in this Agreement (except any such representation or warranty which speaks as of a date prior to the occurrence of such event), if made on or as of the date of such event or the Effective Date, untrue or inaccurate in any material respect;

(ii) of any Material Adverse Change in respect of the Partnership;

(iii) of any Material Adverse Effect on Partnership or any event, occurrence or development which would be reasonably expected to have a Material Adverse Effect on the Partnership; and

(iv) of any material breach by Partnership of any covenant, obligation or agreement contained in this Agreement;

(c) the Partnership further covenants and agrees that the Partnership shall and shall cause its Affiliates to perform all obligations required or desirable to be performed by the Partnership or any of its Affiliates under this Agreement and, as applicable, the Transaction Documents, co-operate with the Purchaser and the Principals in connection therewith, to take (and cause its Affiliates to take) all commercially reasonable corporate steps, and do all such other acts and things as may be commercially reasonable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, as applicable, the Transaction Documents and, without limiting the generality of the foregoing, the Partnership shall and where appropriate shall cause its Affiliates to:

(i) convene the Partnership Meeting to be held on or about June 13, 2011 or such later date as may be agreed to between Purchaser and the Partnership but in any event not later than June 17, 2011, unless otherwise directed by the Alberta Court;

(ii) use all reasonable commercial efforts to obtain the approvals of holders of Partnership Securityholders of the Arrangement Resolution;

(iii) without limiting the generality of the foregoing: (i) recommend that Partnership Securityholders approve the Arrangement Resolution, and the other matters incidental thereto; and (ii) solicit proxies to be voted at such Partnership Meeting in favour of the approval of the Arrangement Resolution and the other matters incidental thereto;

(iv) apply for and use all reasonable commercial efforts to obtain the Interim Order and the Final Order;

(v) carry out the terms of the Interim Order and the Final Order applicable to it and use its reasonable commercial efforts to comply promptly with all requirements which applicable Laws may impose on Partnership or its Affiliates with respect to the transactions contemplated by this Agreement, and the Transaction Documents;

(vi) apply for and use all reasonable commercial efforts to obtain all Appropriate Regulatory Approvals relating to Partnership or any of its Affiliates and, in doing so, keep the Purchaser and the Principals reasonably informed as to the status of the proceedings related to obtaining the Appropriate Regulatory Approvals, including providing the Purchaser and the Principals with copies of all related applications and notifications, in draft form, in order for the Purchaser and the Principals to provide their reasonable comments;

(d) defend all lawsuits or other legal, regulatory or other proceedings against each of the Partnership and its Affiliates challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(e) use reasonable commercial efforts to satisfy or cause satisfaction of the conditions set forth in Section 5.1 and Section 5.3 as soon as reasonably practicable following execution of this Agreement, to the extent that the satisfaction of the same is within the control of the Partnership or its Affiliates; and

(f) not take any action, refrain from taking any action, permit any action to be taken or not taken, inconsistent with this Agreement, which might reasonably be expected to directly or indirectly interfere or affect the consummation of the transactions contemplated by this Agreement.

Section 4.2 Covenants of the Purchaser

From the date hereof until the Effective Date or the earlier termination of this Agreement in accordance with Article 6, in each case except: (i) with the written consent (not to be unreasonably withheld) of the Partnership, to any deviation therefrom; (ii) as expressly contemplated by this Agreement, the Plan of Arrangement or the Transaction Documents, as applicable; or (iii) as required by Law; the Purchaser shall:

(a) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by the Purchaser in this Agreement untrue in any material respect;

(b) promptly advise Partnership and the Principals in writing:

  (i) of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of the Purchaser contained in this Agreement (except any such representation or warranty which speaks as of a date prior to the occurrence of such event), if made on or as of the date of such event or the Effective Date, untrue or inaccurate in any material respect;

  (ii) of any Material Adverse Change with respect of the Purchaser; and

  (iii) of any material breach by the Purchaser of any covenant or agreement contained in this Agreement;

(c) to perform all obligations required to be performed by it under this Agreement, to co-operate with the Partnership and the Principals in connection therewith, to take all corporate steps, and to do all such other acts and things as may be commercially reasonable in order to consummate and make effective the transactions contemplated by this Agreement and, as applicable, the Transaction Documents and, without limiting the generality of the foregoing, to:

  (i) carry out (or cause to be carried out) the terms of the Interim Order and Final Order applicable to it and use its reasonable commercial efforts to comply promptly with all requirements which applicable Laws may impose on the Purchaser with respect to the transactions contemplated by this Agreement and, as applicable, the Transaction Documents;

  (ii) apply for and use all reasonable commercial efforts to obtain all Appropriate Regulatory Approvals relating to the Purchaser, and, in doing so, to keep the Partnership and the Principals reasonably informed as to the status of the proceedings related to obtaining the Appropriate Regulatory Approvals, including providing the Partnership and the Principals with copies of all related applications and notifications, in draft form, in order for the Partnership and the Principal Shareholders to provide their reasonable comments;

(d) defend all lawsuits or other legal, regulatory or other proceedings against Purchaser challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(e) use reasonable commercial efforts to satisfy or cause satisfaction of the conditions set forth in Section 5.1, Section 5.2, Section 5.4 and Section 5.5 as soon as reasonably practicable following execution of this Agreement, to the extent that the satisfaction of the same is within the control of the Purchaser; and

(f) not take any action, refrain from taking any action, permit any action to be taken or not taken, inconsistent with this Agreement, which might reasonably be expected to directly or indirectly interfere or affect the consummation of the transactions contemplated by this Agreement.

Section 4.3 Covenants of the Principals

From the date hereof until the Effective Date or the earlier termination of this Agreement in accordance with Article 6, in each case except: (i) with the written consent (not to be unreasonably withheld) of the Purchaser, to any deviation therefrom; (ii) as expressly contemplated by this Agreement, the Plan of Arrangement or the Transaction Documents, as applicable; or (iii) as required by Law; each of the Principals shall:

(a) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by the Principals in this Agreement untrue in any material respect;

(b) use reasonable commercial efforts to ensure that the Partnership and the GP comply with their covenants in this Agreement;

(c) promptly advise Partnership and the Purchaser in writing:

(i) of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of the Principals contained in this Agreement (except any such representation or warranty which speaks as of a date prior to the occurrence of such event), if made on or as of the date of such event or the Effective Date, untrue or inaccurate in any material respect;

(ii) of any Material Adverse Change with respect of the GP or the Partnership; and

(iii) of any material breach by the Principals of any covenant or agreement contained in this Agreement;

(d) to perform all obligations required to be performed by it under this Agreement, to co-operate with the Partnership and the Purchaser in connection therewith, to take all corporate steps, and to do all such other acts and things as may be commercially reasonable in order to consummate and make effective the transactions contemplated by this Agreement and, as applicable, the Transaction Documents and, without limiting the generality of the foregoing, to:

(i) carry out (or cause to be carried out) the terms of the Interim Order and Final Order applicable to it and use its reasonable commercial efforts to comply promptly with all requirements which applicable Laws may impose on the Principals with respect to the transactions contemplated by this Agreement and, as applicable, the Transaction Documents;

(ii) apply for and use all reasonable commercial efforts to obtain all Appropriate Regulatory Approvals relating to the Principals, and, in doing so, to keep the Partnership and the Purchaser reasonably informed as to the status of the proceedings related to obtaining the Appropriate Regulatory Approvals, including providing the Partnership and the Purchaser with copies of all related applications and notifications, in draft form, in order for the Partnership and the Purchaser to provide their reasonable comments;

(e) defend all lawsuits or other legal, regulatory or other proceedings against the Principals challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(f) use reasonable commercial efforts to satisfy or cause satisfaction of the conditions set forth in Section 5.1 and Section 5.3 as soon as reasonably practicable following execution of this Agreement, to the extent that the satisfaction of the same is within the control of the Principals; and

(g) not take any action, refrain from taking any action, permit any action to be taken or not taken, inconsistent with this Agreement, which might reasonably be expected to directly or indirectly interfere or affect the consummation of the transactions contemplated by this Agreement.

Section 4.4 **Covenants of Alaris**

From the date hereof until the Effective Date or the earlier termination of this Agreement in accordance with Article 6, in each case except: (i) with the written consent (not to be unreasonably withheld) of the Purchaser, to any deviation therefrom; (ii) as expressly contemplated by this Agreement, the Plan of Arrangement or the Transaction Documents, as applicable; or (iii) as required by Law; Alaris shall:

(a) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by Alaris in this Agreement untrue in any material respect;

(b) promptly advise Partnership and the Purchaser in writing:

(i) of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of Alaris contained in this Agreement (except any such representation or warranty which speaks as of a date prior to the occurrence of such event), if made on or as of the date of such event or the Effective Date, untrue or inaccurate in any material respect; and

(ii) of any material breach by Alaris of any covenant or agreement contained in this Agreement;

(c) to perform all obligations required to be performed by it under this Agreement, to co-operate with the Partnership, the Principals and the Purchaser in connection therewith, to take all corporate steps, and to do all such other acts and things as may be commercially reasonable in order to consummate and make effective the transactions contemplated by this Agreement and, as applicable, the Transaction Documents and, without limiting the generality of the foregoing, to:

(i) carry out (or cause to be carried out) the terms of the Interim Order and Final Order applicable to it and use its reasonable commercial efforts to comply promptly with all requirements which applicable Laws may impose on Alaris with respect to the transactions contemplated by this Agreement and, as applicable, the Transaction Documents;

(ii) apply for and use all reasonable commercial efforts to obtain all Appropriate Regulatory Approvals relating to Alaris, and, in doing so, to keep the Partnership, the Principals and the Purchaser reasonably informed as to the status of the proceedings related to obtaining the Appropriate Regulatory Approvals, including providing the Partnership and the Purchaser with copies of all related applications and notifications, in draft form, in order for the Partnership and the Purchaser to provide their reasonable comments;

(d) execute and deliver the Subordination Agreement, sustainably in the form presented to the Parties;

(e) terminate its existing general security agreement dated September 12, 2005, over the assets of MEDIChair Ltd. and its subsidiaries;

(f) execute and deliver an acknowledgment to the assignment of this Agreement by way of security to the Purchaser's lender, in the form reasonably requested by the Purchaser's lender;

(g) defend all lawsuits or other legal, regulatory or other proceedings against Alaris challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(h) use reasonable commercial efforts to satisfy or cause satisfaction of the conditions set forth in Section 5.1 and Section 5.3 as soon as reasonably practicable following execution of this Agreement, to the extent that the satisfaction of the same is within the control of Alaris; and

(i) not take any action, refrain from taking any action, permit any action to be taken or not taken, inconsistent with this Agreement, which might reasonably be expected to directly or indirectly interfere or affect the consummation of the transactions contemplated by this Agreement.

Section 4.5 Covenants Regarding Non-Solicitation; Other Offers

(1) From the date of this Agreement until the Drop Dead Date, the Partnership shall not, and shall cause each of its Representatives and each of its Affiliates (and each of their respective Representatives) not to, directly or indirectly:

(a) solicit, initiate, facilitate, support, seek, induce, entertain or encourage, or take any action to solicit, initiate, facilitate, support, seek, induce, entertain or encourage any inquiries, announcements or communications relating to, or the making of any submission, proposal or offer that constitutes or that would reasonably be expected to lead to, an Acquisition Proposal;

(b) enter into, participate in, maintain or continue any discussions or negotiations relating to, any Acquisition Proposal with any Person other than the Purchaser;

(c) furnish to any Person other than the Purchaser any information that the Partnership believes or should reasonably know would be used for the purposes of formulating any inquiry, expression of interest, proposal or offer relating to an Acquisition Proposal, or take any other action regarding any inquiry, expression of interest, proposal or offer that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal;

(d) accept any Acquisition Proposal or enter into any agreement, arrangement or understanding (whether written or oral) providing for the consummation of any transaction contemplated by any Acquisition Proposal or otherwise relating to any Acquisition Proposal; or

(e) submit any Acquisition Proposal or any matter related thereto to the vote of the unitholders of the Partnership.

(2) The Partnership shall, and shall cause each of its Representatives and each of the its Affiliates (and each of their respective Representatives) to, immediately cease and cause to be terminated any and all existing activities, discussions or negotiations with any Persons conducted prior to or on the date of this Agreement with respect to any Acquisition Proposal, and shall promptly (and in any event within 24 hours) provide Purchaser with:

(a) an oral and a written description of any expression of interest, inquiry, proposal or offer relating to a possible Acquisition Proposal, or any request for information that could reasonably be expected to be used for the purposes of formulating any inquiry, proposal or offer regarding a possible Acquisition Proposal, that is received by the Partnership or its Affiliates or any Representatives of the Partnership or its Affiliates from any Person (other than the Purchaser), including in such description the identity of the Person from which such expression of interest, inquiry, proposal, offer or request for information was received (the "**Other Interested Party**"); and

(b) a copy of each written communication and a complete summary of each other communication transmitted on behalf of the Other Interested Party or any of the Other Interested Party's Representatives to the Partnership or its Affiliates or any Representatives of Partnership or its Affiliates or transmitted on behalf of Partnership or its Affiliates or any Representatives of Partnership or its Affiliates to the Other Interested Party or any of the Other Interested Party's Representatives.

Section 4.6 Access to Information

(1) Subject to applicable Law, during the Interim Period, the Partnership shall and shall cause its Affiliates (a) upon reasonable notice, permit the Purchaser and its employees, agents, counsel, accountants or other representatives to have reasonable access during normal business hours to (i) the premises of each of the Partnership and its Affiliates, (ii) the Assets, including all Books and Records whether retained by the Partnership, its Affiliates or otherwise, (iii) all Material Contracts, and (iv) the senior personnel of each of the Partnership and its Affiliates, so long as the access does not unduly interfere with the ordinary conduct of the Business; and (b) furnish to the Purchaser or its employees, agents, counsel, accountants or other representatives such financial and operating data and other information with respect to the Business, the Assets, the Partnership and the Affiliates as the Purchaser from time to time reasonably requests.

(2) Subject to applicable Law, during the Interim Period, the Purchaser shall (a) upon reasonable notice, permit Alaris and its employees, agents, counsel, accountants or other representatives to have reasonable access during normal business hours to (i) the premises of the Purchaser and (ii) the senior personnel of Purchaser, so long as the access does not unduly interfere with the ordinary conduct of the business of the Purchaser; and (b) furnish to Alaris or its employees, agents, counsel, accountants or other representatives such financial and operating data and other information with respect to the Purchaser as Alaris from time to time reasonably requests.

Section 4.7 Confidentiality; Public Announcements

(1) The Purchaser and the Partnership hereby acknowledge and agree to continue to be bound by the Mutual Nondisclosure Agreement dated as of July 26, 2010, by and between the Purchaser and the Partnership (the "**Partnership Confidentiality Agreement**").

(2) Each of the Principals agrees to be bound by the Partnership Confidentiality Agreement, as if each of the Principals was an original signatory thereto. In all other respects, the terms of the Partnership Confidentiality Agreement remain in full force and effect, unamended.

(3) The Purchaser and Alaris hereby acknowledge and agree to continue to be bound by the Mutual Nondisclosure Agreement dated as of January 4, 2011, by and between the Purchaser and Alaris (the "**Alaris Confidentiality Agreement**").

(4) Each of the Parties shall not, and each of the Parties shall cause each of its Representatives and the other Acquired Companies (and each of their respective Representatives) not to, directly or indirectly, issue any press release or other public

statement relating to the terms of this Agreement or the transactions contemplated hereby or use the other Party's name or refer to the other Parties directly or indirectly in connection with the transaction in any media interview, advertisement, news release, press release or professional or trade publication, or in any print media, whether or not in response to an inquiry, without the prior written approval of the other Parties (not to be unreasonably withheld), subject to applicable Laws (including the any public disclosure required by the TSX) and the exercise of such fiduciary duties, as may be appropriate.

Section 4.8 Purchaser's Financing

(1) As of the date hereof, the Purchaser has received and provided to the other Parties, debt financing arrangements committed pursuant to the debt financing commitment letters (the "**Commitment Letters**") and the Credit Agreement.

(2) From and after the date hereof, the Purchaser shall use its commercially reasonable efforts to finalize the Commitment Letters and the Credit Agreement, on substantially the same terms set forth in the Commitment Letter and in the amounts contemplated thereby or use its commercially reasonable efforts to obtain alternative financing on terms acceptable to all Parties and in an amount sufficient to enable Purchaser to consummate the transactions contemplated by this Agreement on or before Closing.

(3) From and after the date hereof, the Purchaser shall notify the other Parties of any material changes to the Commitment Letters or the Credit Agreement, provided that a material change to any of the terms of the Credit Agreement identified in Section 21.2(i) or Section 21.2(j) of the New Partnership Agreement shall require the consent of Alaris.

Section 4.9 Closing Matters

The completion of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Stikeman Elliott LLP, 4300 Bankers Hall West, 888 - 3rd Street S.W., Calgary, Alberta T2P 5C5, on the Effective Date, after the satisfaction or waiver of the conditions set out in Article 5 (except for those conditions which can only be satisfied upon Closing), or at such other time, date and location as Purchaser, the Principals, Alaris and the Partnership may agree to in writing. In addition to the other matters required to be delivered under the terms and conditions of this Agreement, the Purchaser, the Principals, Alaris and the Partnership shall deliver, at the Closing, such customary certificates, resolutions and other closing documents as may be required by the other parties hereto, acting reasonably.

Section 4.10 Post-Closing Covenants

(1) From the date hereof and up to and including, July 1, 2011, the working capital of the Acquired Companies will be managed consistently with its past practice and will be sufficient for purposes of operating the Business in its present form and at is present level of activity and for purposes of fulfilling, in accordance with their respective terms, all contractual obligations which have been placed with or undertaken by the Acquired Companies.

(2) The Purchaser undertakes to implement an outperformance bonus plan for the benefit of the employees of LHMI (the "**Outperformance Bonus Plan**"), as set out in Section 28 of the Partnership Disclosure Letter. The terms and conditions of the Outperformance Bonus Plan shall provide for the issuance of an Outperformance Bonus if the Adjusted Equity Value, as determined from the Settled Equity Value Report, is greater than [redacted]. Under the Outperformance Bonus Plan the maximum payable would be [redacted] in cash, if the Adjusted Equity Value, as determined from the Settled Equity Value Report, is equal to or greater than [redacted]. In the event the Adjusted Equity Value, as determined from the Settled Equity Value Report, is greater than [redacted] but less than [redacted], then the Outperformance Bonus payable will be equal to the amount by which the Adjusted Equity Value is greater than [redacted]. Subject to TSX and shareholder approval, at the Purchaser's option, the Outperformance Bonus may be payable in common shares of the Purchaser (as opposed to cash) based on the following formula: (i) the dollar amount by which the Adjusted Equity Value is greater than [redacted] (where such dollar amount shall not exceed [redacted]) divided by (ii) the five-day volume weighted average share price of the common shares of the Purchaser on the TSX immediately prior to the date of the issuance. Numerical values

ARTICLE 5
CONDITIONS

Section 5.1 Mutual Conditions Precedent

(1) The respective obligations of the parties hereto to complete the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions precedent, each of which may only be waived by the mutual consent of Purchaser, the Principals, Alaris and the Partnership:

(a) **Unitholder Approval.** The Arrangement Resolution shall have been approved at the Partnership Meeting by the requisite number of the votes cast by the Partnership Securityholders who are represented at the Partnership Meeting as contemplated in Section 2.6(1)(c) in accordance with the provisions of the Interim Order;

(b) **Court Approval.** The Interim Order and the Final Order shall each have been obtained in form and on terms and conditions consistent with the Arrangement and ordinary practice for transactions of this nature and shall not have been set aside or modified in a manner inconsistent with such practice, on appeal or otherwise;

(c) **No Injunction.** There shall not be in force any provision of any applicable Law or any judgment, injunction, order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and there shall be no proceeding, of a judicial or administrative nature or otherwise, brought by a Governmental Entity in progress or threatened that relates to or results from the transactions contemplated by this Agreement that would, if successful, result in an order or ruling that would preclude completion of the transactions contemplated by this Agreement in accordance with the terms hereof or would otherwise be inconsistent with the Appropriate Regulatory Approvals which have been obtained;

(d) **Governmental Approvals.** All other consents, waivers, permits, orders and approvals of any Governmental Entity, and the expiry of any waiting periods, in connection with, or required to permit, the consummation of the Arrangement, the failure to obtain which or the non-expiry of which would constitute a criminal offence, or would, individually or in the aggregate, have a Material Adverse Effect on the Purchaser or Partnership after the Effective Time, shall have been obtained or received;

(e) **Termination.** This Agreement shall not have been terminated pursuant to Article 6;

(2) The Partnership may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by the Partnership with its obligations under this Agreement if the condition precedent would have been satisfied but for a default or breach by the Partnership or any of the Principals in complying with its obligations hereunder. The Principals may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by any of the Principals with their obligations under this Agreement if the condition precedent would have been satisfied but for a default or breach by any of the Principals or the Partnership in complying with their obligations hereunder. Alaris may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by Alaris with its obligations under this Agreement if the conditions precedent would have been satisfied but for a default or breach by Alaris in complying with its obligations hereunder. The Purchaser may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by the Purchaser with its obligations under this Agreement if the condition precedent would have been satisfied but for a default or breach by the Purchaser in complying with their obligations hereunder.

Section 5.2 Additional Conditions Precedent to the Obligations of the Partnership.

(1) The obligations of the Partnership to complete the transactions contemplated by this Agreement shall also be subject to satisfaction of the following conditions precedent (each of which is for the exclusive benefit of the Partnership and may be waived by the Partnership) on or before the Effective Date:

(a) **Truth of Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement shall be true and correct at the Closing Time as if made at such time and also at the date hereof (unless, in either case, they are expressed to be made only as of an earlier fixed date, in which case they need be true and correct only as of such earlier date), in either case in all material respects if the particular representation and warranty is not by its terms qualified as to materiality and in all respects if by its terms it is so qualified, and the Purchaser shall have executed and delivered a certificate to that effect.

(b) **Performance of Covenants.** The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to Effective Date and the Purchaser shall have executed and delivered a certificate to that effect.

(c) **Material Adverse Change.** There shall not have occurred a Material Adverse Change in respect of the Purchaser or any event, occurrence or development which could reasonably be expected to have a Material Adverse Effect on the Purchaser.

(d) **Deliveries.** The Purchaser shall deliver or cause to be delivered to the Partnership the following in form and substance satisfactory to the Partnership acting reasonably:

(i) certified copies of (i) the constating documents of the Purchaser (ii) all resolutions of the board of directors of the Purchaser approving the entering into and completion of the transaction contemplated by this Agreement, and (iii) a list of the directors and officers authorized to sign agreements together with their specimen signatures;

(ii) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser, issued by appropriate government officials of its jurisdiction of incorporation;

(iii) the certificates referred to in Section 5.2(a) and Section 5.2(b);

(iv) a copy of the TSX conditional approval to the issuance and listing of the Performance Shares; and

(v) each of the parties to the Transaction Documents shall have executed and delivered a copy of the Transaction Documents to the other parties thereto;

(e) **No Legal Action by any Governmental Entity.** No action or proceeding by any Governmental Entity will be pending in any jurisdiction, and no order or notice will have been made, issued or delivered by any Governmental Entity, seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting, on a temporary or permanent basis any of the transactions contemplated by this Agreement or imposing any temporary or permanent terms or conditions on the transactions contemplated by this Agreement.

(f) **Consents.** The Purchaser shall have received all applicable and necessary consents, approvals, exemptions and authorizations of its boards of director, Governmental Entities, lenders, lessors and other third parties to enter into this Agreement and perform its obligations hereunder.

(g) **Share Certificate.** The Escrow Agent shall have received the Share Certificate.

(2) The Partnership may not rely on the failure to satisfy any of the above conditions precedent as a basis for not completing the transactions contemplated by this Agreement if the condition precedent would have been satisfied but for a default or breach by the Partnership or any of the Principals in complying with its obligations hereunder.

Section 5.3 Additional Conditions Precedent to the Obligations of the Purchaser

(1) The obligations of the Purchaser to complete the transactions contemplated by this Agreement shall also be subject to satisfaction of the following conditions precedent (each of which is for the exclusive benefit of Purchaser and may be waived by Purchaser) on or before the Effective Date:

(a) **Truth of Representations and Warranties.** Each of the representations and warranties of the Partnership, the Principals, the GP and Alaris contained in this Agreement shall be true and correct at the Closing Time as if made at such time and also at the date hereof (unless, in either case, they are expressed to be made only as of an earlier fixed date, in which case they need be true and correct only as of such earlier date), in either case in all respects, and each of the Partnership, the Principals, the GP and Alaris shall have executed and delivered a certificate to that effect.

(b) **Performance of Covenants.** Each of the Partnership, the GP, the Principals and Alaris shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by them at or prior to the Effective Date, and each of the Partnership, the GP, the Principals and Alaris shall have executed and delivered a certificate to that effect.

(c) **Material Adverse Change.** There shall not have occurred a Material Adverse Change in respect of the Partnership or the GP or any event, occurrence or development which could reasonably be expected to have a Material Adverse Effect on the Partnership or the GP.

(d) **Financing.** The Purchaser shall have received financing sufficient to complete the transactions contemplated by this Agreement on terms and conditions satisfactory to the Purchaser, acting reasonably.

(e) **Due Diligence.** The Purchaser shall have completed on or before the Partnership Meeting its investigation into the Acquired Companies, the Business, the Books and Records, the Former Holder's title to the Residual Units, the Assets (including the Owned Intellectual Property), MEDIchair Intellectual Property and all other matters it deems relevant and such investigation shall not reveal any misrepresentation or untrue statement of a material fact or a material fact that was not disclosed to the Purchaser as of the date hereof.

(f) **Shareholder Approval.** The Purchaser shall have received all applicable and necessary consents of its shareholders to enter into this Agreement and perform its obligations hereunder.

(g) **Deliveries**. The Partnership, the GP, the Principals and Alaris, as applicable shall deliver or cause to be delivered to the Purchaser the following in form and substance satisfactory to the Purchaser acting reasonably:

(i) certified copies of (i) the constating documents of the GP, the Partnership, Gatts, SCRC and Alaris (ii) all resolutions of the board of directors of GP, Gatts, SCRC and Alaris approving the entering into and completion of the transaction contemplated by this Agreement, and (iii) a list of the directors and officers authorized to sign agreements together with their specimen signatures;

(ii) a certificate of status, compliance, good standing or like certificate with respect to each of the GP, Gatts, SCRC, Alaris, the Partnership and its Affiliates issued by appropriate government officials of their respective jurisdictions of incorporation or formation, as the case may be, and, in the case of the GP, the Partnership and its Affiliates each jurisdiction in which they carry on their business;

(iii) the certificates referred to in Section 5.3(1)(a) and Section 5.3(1)(b);

(iv) each of the parties to the Transaction Documents shall have executed and delivered a copy of the Transaction Documents to the other parties thereto;

(v) a customary opinion of counsel to the Partnership in favour of the Purchaser, its counsel and the Purchaser's lender;

(vi) a duly executed resignation effective as of the Effective Date of each director of GP (other than Gattinger and Lowe) and the Partnership's Affiliates;

(vii) a release substantially in the form of the release in Schedule "M" executed by each of the Persons listed in Schedule "M"; and

(viii) a release substantially in the form of the release in Schedule "O" executed by the Residual Unitholder Representative (the "**Release**");

(h) **Dissent Rights.** Holders of no more than two percent of the outstanding Residual Units of the Partnership shall have exercised, or remain entitled to exercise Dissent Rights with respect to such Residual Units of the Partnership.

(i) **No Legal Action**. No action or proceeding shall be pending by any Person (other than the Purchaser) in any jurisdiction, and no order or notice shall have been made, issued or delivered by any Governmental Entity, seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting, on a temporary or permanent basis any of the transactions contemplated by this Agreement or imposing any temporary or permanent terms or conditions on the transactions contemplated by this Agreement, the Business or the business of the Purchaser including requiring that any assets or shares be held separate or divested or requiring any form of behavioural or other remedy or otherwise limiting the right of the Purchaser to conduct its business or the Business after Effective Date on substantially the same basis as heretofore operated.

(j) **Appropriate Regulatory Approvals.** There shall have been obtained all Appropriate Regulatory Approvals as required to be obtained by the Acquired Company or any Former Holder to permit the change of ownership of the Residual Units and the GP Shares contemplated hereby, the completion of the transactions contemplated hereunder and the continued operation of the Business after Closing on the same basis as operated prior to Closing, in each case, in form and substance satisfactory to Purchaser, acting reasonably.

(k) **Other Consents.** The Partnership and its Affiliates, the GP, Gatts, SCRC and Alaris shall have received all applicable and necessary consents, approvals, exemptions and authorizations of their boards of director, lenders, lessors and other third parties to enter into this Agreement and perform their obligations hereunder.

(l) **Shareholders' Agreement.** The Acquired Companies shall terminate all of the shareholders' agreements (or the equivalent) to which they are party, as the Purchaser may reasonably request.

(m) **Option Plans.** Each of the Acquired Companies shall terminate all of the existing stock options plans (or the equivalent) to which they are party and no options shall be issued and outstanding thereunder.

(n) **Option Agreements.** The Purchaser shall have received executed option agreements for the control preferred shares of LHMI and for all the other shares of Acquired Companies that are not held by LHMI, in form and substance satisfactory to the Purchaser in its sole discretion.

(o) **Taxes.** Each of the Acquired Companies shall have duly filed all Tax Returns required to be filed by it and paid all Taxes which are due and payable, and all assessments, reassessments, governmental charges, penalties, interest and fines due and payable by it.

(2) The Purchaser may not rely on the failure to satisfy any of the above conditions precedent as a basis for not completing the transactions contemplated by this Agreement if the condition precedent would have been satisfied but for a default or breach by the Purchaser in complying with its obligations hereunder.

Section 5.4 Additional Conditions Precedent to the Obligations of the Principals

(1) The obligations of the Principals to complete the transactions contemplated by this Agreement shall also be subject to satisfaction of the following conditions precedent (each of which is for the exclusive benefit of Principals and may be waived by Principals) on or before the Effective Date:

(a) **Truth of Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement shall be true and correct at the Closing Time as if made at such time and also at the date hereof (unless, in either case, they are expressed to be made only as of an earlier fixed date, in which case they need be true and correct only as of such earlier date), in either case in all material respects if the particular representation and warranty is not by its terms qualified as to materiality and in all respects if by its terms it is so qualified, and the Purchaser shall have executed and delivered a certificate to that effect.

(b) **Truth of Representations and Warranties.** Each of the representations and warranties of the Partnership, and the GP contained in this Agreement shall be true and correct at the Closing Time as if made at such time and also at the date hereof (unless, in either case, they are expressed to be made only as of an earlier fixed date, in which case they need be true and correct only as of such earlier date), in either case in all respects, and each of the Partnership, and the GP shall have executed and delivered a certificate to that effect.

(c) **Performance of Covenants.** The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Effective Date, and the Purchaser shall have executed and delivered a certificate to that effect.

(d) **Material Adverse Change.** There shall not have occurred a Material Adverse Change in respect of the Purchaser or any event, occurrence or development which could reasonably be expected to have a Material Adverse Effect on the Purchaser.

(e) **Deliveries.** The Purchaser shall deliver or cause to be delivered to the Principals the following in form and substance satisfactory to the Principals acting reasonably:

(i) certified copies of (i) the constating documents of the Purchaser (ii) all resolutions of the board of directors of the Purchaser approving the entering into and completion of the transaction contemplated by this Agreement, and (iii) a list of the directors and officers authorized to sign agreements together with their specimen signatures;

(ii) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser, issued by appropriate government officials of its jurisdiction of incorporation;

(iii) the certificates referred to in Section 5.4(1)(a) and Section 5.4(1)(c);

(iv) a copy of the TSX conditional approval to the issuance and listing of the Performance Shares; and

(v) each of the parties to the Transaction Documents shall have executed and delivered a copy of the Transaction Documents to the other parties thereto;

(f) **No Legal Action by any Governmental Entity**. No action or proceeding by any Governmental Entity will be pending in any jurisdiction, and no order or notice will have been made, issued or delivered by any Governmental Entity, seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting, on a temporary or permanent basis any of the transactions contemplated by this Agreement or imposing any temporary or permanent terms or conditions on the transactions contemplated by this Agreement.

(g) **Consents**. The Purchaser shall have received all applicable and necessary consents, approvals, exemptions and authorizations of its boards of director, Governmental Entities, lenders, lessors and other third parties to enter into this Agreement and perform its obligations hereunder.

(h) **Share Certificate**. The Escrow Agent shall have received the Share Certificate.

(2) The Principals may not rely on the failure to satisfy any of the above conditions precedent as a basis for not completing the transactions contemplated by this Agreement if the condition precedent would have been satisfied but for a default or breach by the Principals in complying with their obligations hereunder.

Section 5.5 Additional Conditions Precedent to the Obligations of Alaris

(1) The obligations of Alaris to complete the transactions contemplated by this Agreement shall also be subject to satisfaction of the following conditions precedent (each of which is for the exclusive benefit of Alaris and may be waived by Alaris) on or before the Effective Date:

(a) **Truth of Representations and Warranties**. The representations and warranties of the Purchaser contained in this Agreement shall be true and correct at the Closing Time as if made at such time and also at the date hereof (unless, in either case, they are expressed to be made only as of an earlier fixed date, in which case they need be true and correct only as of such earlier date), in either case in all material respects if the particular representation and warranty is not by its terms qualified as to materiality and in all respects if by its terms it is so qualified, and the Purchaser shall have executed and delivered a certificate to that effect.

(b) **Performance of Covenants**. The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Effective Date, and the Purchaser shall have executed and delivered a certificate to that effect.

(c) **Material Adverse Change.** There shall not have occurred a Material Adverse Change in respect of the Purchaser or any event, occurrence or development which could reasonably be expected to have a Material Adverse Effect on the Purchaser.

(d) **Deliveries.** The Purchaser or the GP, as the case may be, shall deliver or cause to be delivered to Alaris the following in form and substance satisfactory to Alaris acting reasonably:

(i) certified copies of (i) the constating documents of the Purchaser (ii) all resolutions of the board of directors of the Purchaser approving the entering into and completion of the transaction contemplated by this Agreement, and (iii) a list of the directors and officers authorized to sign agreements together with their specimen signatures;

(ii) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser, issued by appropriate government officials of its jurisdiction of incorporation;

(iii) the certificates referred to in Section 5.5(1)(a) and Section 5.5(1)(b);

(iv) a release in favour of each of the resigning directors, substantially in the form of the release in Schedule "P" executed by the GP; and

(v) each of the parties to the Transaction Documents shall have executed and delivered a copy of the Transaction Documents to the other parties thereto;

(e) **No Legal Action by any Governmental Entity.** No action or proceeding by any Governmental Entity will be pending in any jurisdiction, and no order or notice will have been made, issued or delivered by any Governmental Entity, seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting, on a temporary or permanent basis any of the transactions contemplated by this Agreement or imposing any temporary or permanent terms or conditions on the transactions contemplated by this Agreement.

(f) **Consents.** The Purchaser shall have received all applicable and necessary consents, approvals, exemptions and authorizations of its boards of director, Governmental Entities, lenders, lessors and other third parties to enter into this Agreement and perform its obligations hereunder.

(2) Alaris may not rely on the failure to satisfy any of the above conditions precedent as a basis for not completing the transactions contemplated by this Agreement if the condition precedent would have been satisfied but for a default or breach by Alaris in complying with its obligations hereunder.

ARTICLE 6
TERMINATION

Section 6.1 Grounds for Termination

This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Effective Time (notwithstanding any approval of the Arrangement Resolution by the Partnership Securityholders):

(a) by the mutual written consent of Partnership, the Purchaser, the Principals, and Alaris (without further action on the part of the Partnership Securityholders if terminated after the Partnership Meeting);

(b) by any of Partnership, the Purchaser, the Principals or Alaris, if the Plan of Arrangement has not been consummated on or before the Drop Dead Date; provided that the right to terminate this Agreement pursuant to this Section 6.1(b) shall not be available to any party whose breach of any provision of this Agreement results in the failure of the Plan of Arrangement to be consummated by such time;

(c) by any of Partnership, the Purchaser, the Principals, or Alaris if a Governmental Entity shall have issued any order, injunction or other decree or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the Plan of Arrangement;

(d) by any of the Partnership, the Purchaser, the Principals or Alaris if at the Partnership Meeting, the requisite vote of Partnership Securityholders to approve the Arrangement Resolution shall not be obtained, provided that no such Person may terminate this Agreement pursuant to this Section 6.1(d), if the requisite vote of the Partnership Securityholders to approve the Arrangement Resolution would have been obtained but for a default or breach by such person in complying with its obligations hereunder;

(e) by the Purchaser if there shall have occurred a Material Adverse Effect on the Partnership;

(f) by the Purchaser, if any of the conditions in Section 5.3 have not been satisfied by the Effective Time and the Purchaser has not waived such condition at or prior to the Effective Time;

(g) by the Partnership if any of the conditions in Section 5.2 have not been satisfied by the Effective Time and the Partnership has not waived such condition at or prior to the Effective Time;

(h) by the Principals if any of the conditions in Section 5.4 have not been satisfied by the Effective Time and the Principals has not waived such condition at or prior to the Effective Time; or

(i) by Alaris if any of the conditions in Section 5.5 have not been satisfied by the Effective Time and Alaris has not waived such condition at or prior to the Effective Time.

Section 6.2 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 6.1, no party shall have any further liability to perform its obligations hereunder, except for the provisions of this Section 4.7, Section 6.2 and Section 8.7; provided that neither the termination of this Agreement nor anything contained in this Section 6.2 shall relieve any party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein. Notwithstanding any other provision of this Agreement, a breaching party shall be responsible for the out-of-pocket fees and expenses of the non-breaching parties in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE 7
INDEMNIFICATION

Section 7.1 Liability for Representations and Warranties

(1) The representations and warranties in this Agreement and the certificates delivered pursuant to Section 5.2(1)(a), Section 5.3(1)(a), Section 5.4(1)(a) and Section 5.5(1)(a) will survive the Closing and continue in full force and effect for a period of eighteen (18) months after the Closing Date, except that notwithstanding the foregoing and subject to Section 7.1(3):

(a) the representations and warranties of the Partnership, the GP and the Principals set out in number 1.12 of Schedule "I" and the corresponding representation and warranty set out in the certificate to be delivered pursuant to Section 5.3(1)(a) will survive the Closing and expire on the third anniversary of the Closing Date;

(b) the representations and warranties of Alaris set out in number Schedule "M" and the corresponding representation and warranty set out in the certificate to be delivered pursuant to Section 5.3(1)(a) will survive the Closing and expire on the third anniversary of the Closing Date;

(c) the representations and warranties of the Partnership, the GP and the Principals set out in number 1.21 of Schedule "I" and the corresponding representations and warranties set out in the certificate to be delivered pursuant to Section 5.3(1)(a) will survive and continue in full force and effect until 60 days after the expiration of the period during which any Governmental Entity may issue an assessment or reassessment for Tax in respect of any period to which such representations and warranties extend (including any extension thereto);

(d) the representations and warranties of the Partnership, the GP and the Principals set out in numbers 1.1, 1.2 and 1.4 of Schedule "H", and 1.1, 1.2, 1.3 and 1.4 of Schedule "I", and the corresponding representations and warranties set out in the certificate to be delivered pursuant to Section 5.3(1)(a) will survive the Closing indefinitely; and

(e) there is no limitation as to time for claims involving fraud or fraudulent misrepresentation.

(2) No Party has any obligation or liability with respect to any representation or warranty made by such Party in this Agreement or the certificates delivered pursuant to Section 5.2(1)(a), Section 5.3(1)(a), Section 5.4(1)(a) and Section 5.5(1)(a) after the end of the applicable time period specified in Section 7.1(1) except for claims relating to the representations and warranties that the Party has been notified of prior to the end of the applicable time period.

(3) Notwithstanding the foregoing, all representations and warranties of each of the Partnership, the GP or the Purchaser in favour of Alaris shall terminate and expire as of the Effective Time, and any liability of each of the Partnership, the GP or the Purchaser in favour of Alaris with respect to such representations and warranties shall thereupon cease.

(4) The Parties agree that any Damages which are suffered or incurred by Alaris and which arise from or as a result of any breach or inaccuracy of any representation or warranty given by the Partnership, the GP and the Principals contained in Schedule "I" of this Agreement, Schedule "J" of this Agreement or the corresponding representations and warranties set out in the certificate to be delivered pursuant to Section 5.4(1)(b) are hereby postponed and subordinate to any Damages which are suffered or incurred by the Purchaser and which arise therefrom. If Alaris receives any payment or other compensation in contravention of this Agreement, such payment, compensation or proceeds shall be held by Alaris in trust for the Purchaser and shall be forthwith paid over to the Purchaser in accordance with the terms of this Agreement.

(5) The representations, warranties, covenants and obligations of each of the Partnership, the Principals, the GP or Alaris, and the rights and remedies that may be exercised by the Purchaser's Indemnitees, shall not be limited or otherwise affected by or as a result of any information furnished to, or any investigation made by or knowledge of, any of the Purchaser's Indemnitees or any of their Representatives.

(6) The Parties acknowledge and agree that if the Partnership suffers, incurs or otherwise becomes subject to any Damages as a result of or in connection with any inaccuracy in or breach of any representation, warranty, covenant or obligation, then (without limiting any of the rights of the Partnership as a Purchaser's Indemnitee) the Purchaser shall also be deemed to have incurred Damages as a result of and in connection with such inaccuracy or breach.

(7) Any payment made by the Former Holders, the Principals or Alaris under this Article 7 shall be treated as an adjustment to the consideration payable by the Purchaser to the Former Holders, the Principals or Alaris, as the case may be, pursuant to the Arrangement.

Section 7.2 Indemnification in Favour of the Purchaser

(1) Each Former Holder and the Principals severally, and not jointly, shall hold harmless and indemnify each of the Purchaser's Indemnitees from and against, and shall compensate and reimburse each of the Purchaser's Indemnitees for, any Damages which are suffered or incurred by any of the Purchaser's Indemnitees or to which any of the Purchaser's Indemnitees may otherwise become subject (regardless of whether or not such Damages relate to any third party claim) and which arise from or as a result of any breach or inaccuracy of any representation or warranty given by the Partnership, the GP and the Principals contained in Schedule "H" of this Agreement or the corresponding representations and warranties set out in the certificate to be delivered pursuant to Section 5.3(1)(a).

(2) Each of the Former Holders and the Principals jointly and severally shall hold harmless and indemnify each of the Purchaser's Indemnitees from and against, and shall compensate and reimburse each of the Purchaser's Indemnitees for, any Damages which are suffered or incurred by any of the Purchaser's Indemnitees or to which any of the Purchaser's Indemnitees may otherwise become subject (regardless of whether or not such Damages relate to any third party claim) and which arise from or as a result of:

(a) any breach or inaccuracy of any representation or warranty given by the Partnership, the GP and the Principals contained in Schedule "I" of this Agreement or the corresponding representations and warranties set out in the certificate to be delivered pursuant to Section 5.3(1)(a);

(b) any breach, prior to the Effective Time, of any covenant or obligation of the Partnership or Principals set forth in this Agreement;

(c) any and all liability of the Purchaser for Taxes on account of being a member of the Partnership in respect of any fiscal period of the Partnership beginning before the Effective Date except that a partner's liability for Taxes in respect of any period of the Partnership beginning before and ending after the Effective Date shall be determined as if such period of the Partnership that began before and ends after the Effective Date ended on the date immediately following the Effective Date; and

(d) any and all liability of the Purchaser or the Acquired Companies resulting from taxation years ending on or prior to the Closing that currently exist or may arise for any reason whatsoever, including without limitation, any challenge by a tax authority relating to the corporate or tax structure of the Acquired Companies.

(3) Alaris shall hold harmless and indemnify each of the Purchaser's Indemnitees from and against, and shall compensate and reimburse each of the Purchaser's Indemnitees for, any Damages which are suffered or incurred by any of the Purchaser's Indemnitees or to which any of the Purchaser's Indemnitees may otherwise become subject (regardless of whether or not such Damages relate to any third party claim) and which arise from or as a result of:

(a) any breach or inaccuracy of any representation or warranty given by Alaris contained in Schedule "L" of this Agreement or the corresponding representations and warranties set out in the certificate to be delivered pursuant to Section 5.3(1)(a);

(b) any breach or inaccuracy of any representation or warranty given by Alaris contained in Schedule "J" of this Agreement or the corresponding representations and warranties set out in the certificate to be delivered pursuant to Section 5.3(1)(a);

(c) any breach, prior to the Effective Time, of any covenant or obligation of Alaris set forth in this Agreement; and

(d) any and all liability of the Purchaser or the Partnership resulting from taxation years ending on or prior to the Closing that currently exist or may arise from any challenge by a tax authority relating to the corporate or tax structure of the Partnership or the preferred distributions paid to Alaris.

Section 7.3 Indemnification in Favour of the Former Holders

The Purchaser shall hold harmless and indemnify each of the Former Holders and their respective beneficiaries, agents and representatives (collectively, the "**Former Holders Indemnitees**") from and against, and shall compensate and reimburse each of the Former Holders Indemnitees for, any Damages which are suffered or incurred by any of the Former Holders Indemnitees or which any of the Former Holder Indemnities may otherwise become subject (regardless of whether or not such Damages relate to any third party claim) and which arise from or as a result of:

(1) any breach or inaccuracy of any representation or warranty given by the Purchaser contained in Schedule "L" of this Agreement or the corresponding representations and warranties set out in the certificate to be delivered pursuant to Section 5.2(1)(a); and

(2) any breach, prior to the Effective Time, of any covenant or obligation of the Purchaser set forth in this Agreement.

Section 7.4 Limitations on Indemnification

The indemnity obligations of each of the Former Holders, the Principals, Alaris and the Purchaser contained in this Agreement and the liability to the Purchaser's Indemnitees or the Former Holder Indemnitees, as case may be, under this Agreement shall be limited in the following respects:

Numerical Values

(1) Each of the Former Holder and the Principals shall have no obligation to make any payment for Damages (for indemnification or otherwise) with respect to the matters described in Section 7.2(1), Section 7.2(2)(a), Section 7.2(2)(c) or Section 7.2(2)(d) until the total of all Damages with respect to such matters exceeds [redacted]. Once the total of all Damages with respect to such matters exceeds [redacted], each of the Former Holders and the Principals shall be fully liable for all such Damages, subject to the other limitations contained in this Agreement, both below and above the threshold amount.

(2) Alaris shall have no obligation to make any payment for Damages (for indemnification or otherwise) with respect to the matters described in Section 7.2(3)(a) until the total of all Damages with respect to such matters exceeds [redacted]. Once the total of all Damages with respect to such matters exceeds [redacted], Alaris shall be fully liable for all such Damages, subject to the other limitations contained in this Agreement, both below and above the threshold amount.

(3) Alaris shall have no obligation to make any payment for Damages (for indemnification or otherwise) with respect to the matters described in Section 7.2(3)(b), Section 7.2(3)(c) or Section 7.2(3)(d), until the total of all Damages with respect to such matters exceeds [redacted]. Once the total of all Damages with respect to such matters exceeds [redacted] Alaris shall be fully liable for all such Damages, subject to the other limitations contained in this Agreement, both below and above the threshold amount.

(4) The Purchaser shall have no obligation to make any payment for Damages (for indemnification or otherwise) with respect to the matters described in Section 7.3(1) until the total of all Damages with respect to such matters exceeds [redacted]. Once the total of all Damages with respect to such matters exceeds [redacted], the Purchaser shall be fully liable for all such Damages, subject to the other limitations contained in this Agreement, both below and above the threshold amount.

(5) The maximum liability of each of Gatts, SCRC or the Principals under Article 7 shall be equal to the aggregate consideration paid (in any capacity) to each of Gatts, SCRC or the Principals, as the case may be, in accordance the Plan of Arrangement and this Agreement, including without limitation, the Performance Shares and the Outperformance Bonus.

(6) The maximum liability of each of the Former Holders (other than Gatts and SCRC) under Article 7 shall be equal to the Performance Shares issued to each Former Holder (other than Gatts and SCRC) in accordance the Plan of Arrangement.

(7) Subject to the following sentence, the maximum liability of Alaris under Article 7 shall not exceed [redacted]. The maximum liability of Alaris under Section 7.2(3)(a) shall not exceed [redacted].

(8) The maximum liability of the Purchaser under Article 7 shall be equal to [redacted] of the aggregate value of (i) the cash consideration in the amount of [redacted]; (ii) the Performance Shares; and (iii) the Outperformance Bonus.

(9) For greater certainty, no Purchaser's Indemnitee shall be entitled to recover any Damages under Section 7.2, to the extent that the same Damages have been recovered under Section 7.6 of this Agreement.

(10) Section 7.4(5) will not apply to: (i) any fraudulent act or fraudulent misrepresentation of the Partnership, the GP, or the Principals with respect to any representation or warranty given by the Partnership, the GP and the Principals contained in this Agreement or the certificate to be delivered pursuant to Section 5.3(1)(a); (ii) the indemnity provided in Section 7.2(2)(d); or (iii) any intentional breach by the Partnership, the GP or the Principals of any covenant or obligation; or (iv) any breach or inaccuracy of the representations or warranties given by the Partnership, the GP and the Principals of which the Partnership, the GP or the Principals had knowledge of at any time prior to the date on which such representation or warranty was made, and in each case, Gatts, SCRC and the Principals shall be liable for all Damages with respect to such matters.

(11) Section 7.4(6) will not apply to: (i) any fraudulent act or fraudulent misrepresentation of the Partnership, the GP, or the Principals with respect to any representation or warranty given by the Partnership, the GP and the Principals contained in this Agreement or the certificate to be delivered pursuant to Section 5.3(1)(a); (ii) the indemnity provided in Section 7.2(2)(d); or (iii) any intentional breach by the Partnership, the GP or the Principals of any covenant or obligation; and in each case, the Former Holders shall be liable for all Damages with respect to such matters.

(12) Section 7.4(7) will not apply to: (i) any fraudulent act or fraudulent misrepresentation of Alaris with respect to any representation or warranty given by Alaris contained in this Agreement or the certificate to be delivered pursuant to Section 5.3(1)(a); (ii) the indemnity provided in Section 7.2(3)(d); (iii) any intentional breach by Alaris of any covenant or obligation; or (iv) any breach or inaccuracy of the representations or warranties given by Alaris of which Alaris had knowledge of at any time prior to the date on which such representation or warranty was made, and in each case, Alaris shall be liable for all Damages with respect to such matters.

(13) Section 7.4(8) will not apply to: (i) any fraudulent act or fraudulent misrepresentation of the Purchaser with respect to any representation or warranty given by Purchaser contained in this Agreement or the certificate to be delivered pursuant to Section 5.2(1)(a); (ii) any intentional breach by the Purchaser of any covenant or obligation; or (iii) any breach or inaccuracy of the representations or warranties given by the Purchaser of which the Purchaser had knowledge of at any time prior to the date on which such representation or warranty was made, and in each case, the Purchaser shall be liable for all Damages with respect to such matters.

Section 7.5 Manner of Indemnification

The indemnification of the Purchaser under Section 7.2(1) and Section 7.2(2) shall be effected in the following manner:

(1) pursuant to Section 7.6, the Purchaser shall first set-off any amount owed to it by an indemnifying party against the Performance Shares or Outperformance Bonus; and

(2) if the amounts recovered under Section 7.5(1) are insufficient to satisfy in full the obligations of the indemnifying party under Section 7.2(1) and Section 7.2(2), the indemnifying party shall satisfy the deficiency by payment in cash.

Section 7.6 Set-Off

The Purchaser shall be entitled to set-off any amount owed to it pursuant to Article 7 of this Agreement against the Performance Shares or the Outperformance Bonus. For the purposes of this Section 7.6, the dollar value of the Performance Shares to be set-off against shall be determined by using the issue price of $1.28. Notwithstanding this right to set-off, the Former Holders may elect to pay the amount of any claim which the Purchaser wishes to set off, in which case the Purchaser will be required to issue such Performance Shares or Outperformance Bonus. If the Purchaser wishes to set-off against an alleged indemnity claim, it will first provide the Former Holders with written notice, which notice will provide details of the indemnity claim, the provisions under this Agreement which apply to such indemnity claim and a quantification of the alleged Damages suffered by the Purchaser. The Former Holders shall have 10 Business Days to pay the amount of such claim to the Purchaser, after which if the amount has not been paid, the Purchaser may exercise its set-off right against the Performance Shares or Outperformance Bonus. If the Former Holders successfully challenge the Purchaser's indemnity claim in whole or in part, then the Former Holders may elect to immediately receive the amount paid for such claim or to require the Purchaser to issue the Performance Shares or Outperformance Bonus, as the case may be, in proportion to the success of the challenge. For greater certainty, this right to set-off under this Section 7.6 is in addition to any other rights the Purchaser may have under this Agreement or otherwise. In the event the Former Holders are required to pay the amount of any claim to the Purchaser, instead of exercising its right of set-off, the Purchaser may issue the Performance Shares or any shares underlying the Outperformance Bonus to the Former Holders on the condition that the Former Holders shall sell such shares in the open market or to third parties and direct the net proceeds thereof to the Purchaser to satisfy the claim in full.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Appointment of Residual Unitholder Representative

(1) By virtue of the approval of this Agreement and the transactions contemplated hereby, Gattinger has hereby been irrevocably constituted and appointed (subject to Section 8.1(4)), upon the Effective Time, (and by its execution of this Agreement as Residual Unitholder Representative, Gattinger hereby accepts his appointment) as the true, exclusive and lawful agent and attorney-in-fact (the "**Residual Unitholder Representative**") of the Former Holders to act in the name, place and stead of the Former Holders in connection with the provisions of Article 7 of this Agreement, the Escrow Agreement and the Release, in accordance with the terms and provisions of this Agreement, the Escrow Agreement and the Release, and to act on behalf of the Former Holders in any proceeding involving this a claim for an

indemnity under Article 7 of this Agreement, the Escrow Agreement or the Release, to do or refrain from doing all such further acts and things, and to execute all such documents as the Residual Unitholder Representative shall deem necessary or appropriate in connection with the transactions contemplated by this Agreement, including the power:

(a) to act for the Former Holders with regard to matters pertaining to indemnification referred to in this Agreement, the Escrow Agreement and the Release, including the power to negotiate, settle, compromise and otherwise handle all disputes in relation to, and indemnity claims against the Former Holders under Article 7 of this Agreement, the Escrow Agreement or the Release on behalf of the Former Holders;

(b) to execute and deliver all amendments, waivers, ancillary agreements, stock powers, certificates and documents that the Residual Unitholder Representative deems necessary or appropriate in connection with the consummation of the transactions contemplated by the Escrow Agreement, the Release or Article 7 of this Agreement;

(c) to execute and deliver all amendments and waivers to this Agreement that the Residual Unitholder Representative deems necessary or appropriate, whether prior to, at or after the Closing;

(d) to give and receive notices on behalf of the Former Holder under the Escrow Agreement, the Release and Article 7 of this Agreement;

(e) to do or refrain from doing any further act or deed on behalf of the Former Holders that the Residual Unitholder Representative deems necessary or appropriate in its sole discretion relating to the subject matter of Article 7 of this Agreement, Escrow Agreement and the Release as fully and completely as the Former Holders could do if personally present; and

(f) to receive service of process in connection with any claims under this Agreement.

(2) All decisions, actions, consents and instructions of the Residual Unitholder Representative in relation to the matters referred to in Article 7 of this Agreement, Escrow Agreement and the Release shall be final and binding upon all Former Holders.

(3) The Former Holders shall cooperate with the Residual Unitholder Representative and any accountants, attorneys or other agents whom the Residual Unitholder Representative may retain to assist in carrying out its duties under Article 7 of this Agreement, Escrow Agreement and the Release. Each Former Holder shall severally indemnify the Residual Unitholder Representative for all damages, costs and expenses, including professional fees, incurred.

(4) The Residual Unitholder Representative may resign as residual unitholder representative hereunder at any time with or without cause by giving at least 30

days' prior written notice to each of Purchaser and each Former Holder, such resignation to be effective 30 days following the date such notice is given. In addition, the Residual Unitholder Representative may be removed by the Former Holders upon delivery of written notice to Purchaser by the Former Holders holding at least a majority of the outstanding Residual Units of the Partnership as of immediately prior to the Effective Time. In the event of any such resignation or removal, a successor residual unitholder representative may be appointed by the Former Holders upon delivery of written notice to Purchaser by the Former Holders holding at least a majority of the outstanding Residual Units of the Partnership as of immediately prior to the Effective Time. If the Former Holders fail to appoint a successor residual unitholder representative within 15 days after receiving the Residual Unitholder Representative's written notice, the Residual Unitholder Representative shall have the right to apply to a court of competent jurisdiction for the appointment of a successor residual unitholder representative. Any such successor residual unitholder representative will deliver to Purchaser and the Former Holders a written instrument accepting such appointment. Any Person so appointed to fill such vacancy shall (a) be deemed to be the Residual Unitholder Representative for all purposes of Article 7 and Section 8.1 of this Agreement, Escrow Agreement and the Release and (b) exercise the rights and powers of, and be entitled to the indemnity, reimbursement and other benefits of, the Residual Unitholder Representative.

(5) The Purchaser and any other Person may conclusively and absolutely rely, without inquiry, upon any action of the Residual Unitholder Representative in all matters referred to in this Agreement, Escrow Agreement and the Release. The Residual Unitholder Representative shall act for the Former Holders on all of the matters set forth in Article 7 of this Agreement, Escrow Agreement and the Release in the manner the Residual Unitholder Representative believes to be in the best interest of the Former Holders and consistent with the obligations under Article 7 of this Agreement, Escrow Agreement and the Release, but the Residual Unitholder Representative shall not be responsible to the Former Holders for any Damages the Former Holders may suffer by the performance of its duties under Article 7 of this Agreement, the Escrow Agreement or the Release, other than Damages arising from fraud, wilful violation of law or gross negligence in the performance of its duties under Article 7 of this Agreement, the Escrow Agreement or the Release.

Section 8.2 Arrangement binding on Former Holders

For greater certainty:

(a) the Agreement is intended to constitute a purchase and sale agreement, the terms and conditions of which shall include the provisions of the Plan of Arrangement;

(b) subject to the Plan of Arrangement taking effect, the execution of this Agreement by the Residual Unitholder Representative will be deemed to be and to have always been an execution of such purchase and sale agreement described in Section 8.2 (a) on behalf of each Former Holder; and

(c) subject to the Plan of Arrangement taking effect, each such Former Holder will be deemed to be and to have always been a party to such purchase and sale agreement described in Section 8.2 (a) effective on and after the date of this Agreement and, without limiting the generality of the forgoing, each such Former Holder shall be bound by the provisions of Article 7 and Section 8.1 of this Agreement.

Section 8.3 Substitution

The Purchaser may assign this Agreement or any of its rights hereunder to any of its Affiliates following written notice to, but without the consent of, the Parties, provided that the Purchaser shall remain liable for all its obligations under the Agreement (including the obligation to issue the Performance Shares and Outperformance Bonus). Otherwise, no assignment is permitted without the consent of the other Parties.

Notwithstanding the foregoing, the Parties hereby consent to: (a) the assignment by way of security by the Purchaser of all of its rights under this Agreement to Canadian Imperial Bank of Commerce, in its capacity as administrative agent (together with its successors and assigns, the "**Administrative Agent**") under the credit agreement (as amended or restated from time to time, the "**Credit Agreement**") dated on or about the Closing Date for and on behalf of itself and the lenders under the Credit Agreement (the "**Lenders**") and (b) the assignment by the Purchaser of all of its rights and obligations under this Agreement to the Administrative Agent and the Lenders or one or more third parties upon exercise by the Administrative Agent of its rights in respect of the assignment by way of security of this Agreement. The Parties hereby acknowledge and agree that notwithstanding that the Administrative Agent is not a party to this Agreement it shall have all contractual rights with respect to this Section 8.3 as if it were a contracting signatory hereto and that no amendments can be made to this Section 8.3 without first obtaining the written consent of the Administrative Agent.

Section 8.4 Notice

Any notice, direction or other communication (each a "**Notice**") given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier facsimile, or electronic mail with acknowledgment of receipt and addressed:

To the Purchaser at:

Centric Health Corporation
1867 Yonge Street, Suite 901
Toronto, ON M4S 1Y5

Attention: Peter Walkey
Facsimile: 416-499-3520

With a copy, which shall not constitute notice, to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street

Toronto, ON M5L 1B9

Attention: Dee Rajpal
Facsimile: 416-947-0866

To the Residual Unitholder Representative, the Principals and the Former Holders at:

Craig Gattinger
500, 1121 Centre Street NW
Calgary, AB T2E 7K6

Attention: Craig Gattinger
Facsimile: (403) 247-7341

With a copy, which shall not constitute notice, to:

Field Law
400 The Lougheed Building
604 - 1 Street SW
Calgary, AB T2P 1M7

Attention: Faralee A. Chanin
Facsimile: (403) 264-7084

To Alaris at:

Alaris Royalty Corp.
232, 2031 - 33rd Avenue SW
Calgary, AB T2T 1Z5

Attention: [redacted] Privacy
Facsimile: [redacted]

With a copy, which shall not constitute notice, to:

Burnet, Duckworth & Palmer LLP
Suite 1400 350 7th Ave SW
Calgary, AB T2P 3N9

Attention: Robert D. Betteridge
Facsimile: (403) 260 -0332

A Notice is deemed to be delivered and received (i) if sent by personal delivery, electronic mail or facsimile, on the date of delivery or electronic mail or facsimile if it is a Business Day and the delivery or electronic mail or facsimile was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; (ii) if sent by same-day service courier, on the date of delivery if sent on a Business Day and delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; (iii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

Section 8.5 Time of the Essence

Time shall be of the essence in this Agreement.

Section 8.6 Rules of Construction

Each of the Parties to this Agreement acknowledges that such party was advised to seek independent legal advice and confirms that such party has obtained or waived independent legal advice, and each Party waives the application of any laws or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

Section 8.7 Expenses

Subject to Section 6.2, each Party shall pay for the fees and expenses incurred by it in connection with this Agreement and the transactions contemplated by it. The fees and expenses referred to in this Section are those which are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, and the transactions contemplated by this Agreement, including the reasonable fees and expenses of legal counsel, investment advisers and accountants.

Section 8.8 Preparation of Tax Returns

On behalf and at the expense of the Principals, the Principals shall cause to be prepared and filed on a timely basis all Tax Returns for the Partnership and each of its Affiliates for (a) any period which ends on or before the Closing Date and for which Tax Returns have not been filed as of such date and (b) for any period that begins prior to the Closing Date and ends after the Closing Date for which Tax Returns are required to be prepared and filed (all such Tax Returns referred to in clause (a) and (b) of this Section 8.8 being referred to herein as "**Stub Period Returns**"). The Principals and the Purchaser shall co-operate fully with each other and make available to each other in a timely fashion such data and other information as may reasonably be required for the preparation of all Stub Period Returns and shall preserve such data and other information until the expiration of any applicable limitation period under any applicable Law with respect to such Stub Period Returns. The Principals shall provide to the Purchaser for its review a copy of the Stub Period Returns.

Section 8.9 Section 85(1) Election.

If requested by a Former Holder, the Purchaser and such Former Holder shall execute a joint election, where such election is available, under the provisions of Section 85 of the *Tax Act*, and the corresponding provisions of any other applicable provincial statute in respect of the sale, assignment, conveyance and transfer of the Former Holder's Residual Units. The "elected amount" for the election will be the amount determined by the Former

Holder in compliance with the limits set out in Section 85 of the *Tax Act* or the provisions of any other applicable statute. The Purchaser shall execute and return forthwith to the Former Holder any such election and the Purchaser shall not be responsible to review or otherwise ensure the proper completion of such election (other than the accuracy of particular information in respect of the Purchaser). Where a Former Holder chooses to file such election, the Former Holder shall be solely responsible for paying any interest, penalties and other costs that may be assessed against either party as a result of not filing such election within the prescribed time or the prescribed manner.

If requested by a holder of a Class A Preferred Unit or a Class B Preferred Unit, the Partnership and such holder shall execute a joint election, where such election is available, under the provisions of subsection 97(2) of the *Tax Act*, and the corresponding provisions of any other applicable provincial statute, in respect of the exchange of such holder's Class A Preferred Units or Class B Preferred Units, as applicable, in consideration for Class C Preferred Units. The "elected amount" for purposes of such election will be the amount determined by the particular holder of Class A Preferred Units or Class B Preferred Units, as applicable, in compliance with the applicable limits set out in Section 85 of the *Tax Act* as modified by subsection 97(2) of the *Tax Act*, or the provisions of any other applicable statute. The GP, on behalf of the Partnership, shall execute and return forthwith to the particular holder any such election and neither the GP nor the Partnership shall be responsible to review or otherwise ensure the proper completion of such election (other than the accuracy of particular information in respect of the Partnership). Where a holder of Class A Preferred Units or Class B Preferred Units chooses to file such election, such holder shall be solely responsible for paying any interest, penalties or other costs that may be assessed against either party as a result of not filing such election within the prescribed time or the prescribed manner.

If requested by a holder of a Class C Preferred Unit, the Partnership and such holder shall execute a joint election, where such election is available, under the provisions of subsection 97(2) of the *Tax Act*, and the corresponding provisions of any other applicable provincial statute, in respect of the exchange of such holder's Class C Preferred Units in consideration for Preferred Units. The "elected amount" for purposes of such election will be the amount determined by the particular holder of Class C Preferred Units in compliance with the applicable limits set out in Section 85 of the *Tax Act* as modified by subsection 97(2) of the *Tax Act*, or the provisions of any other applicable statute. The GP, on behalf of the Partnership, shall execute and return forthwith to the particular holder any such election and neither the GP nor the Partnership shall be responsible to review or otherwise ensure the proper completion of such election (other than the accuracy of particular information in respect of the Partnership). Where a holder of Class C Preferred Units chooses to file such election, such holder shall be solely responsible for paying any interest, penalties or other costs that may be assessed against either party as a result of not filing such election within the prescribed time or the prescribed manner.

Section 8.10 Amendments

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all of the Parties.

Section 8.11 Waiver

(1) No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

(2) If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

Section 8.12 Entire Agreement

This Agreement, and all documents contemplated by or delivered under or in connection with this Agreement (including the Partnership Confidentiality Agreement and Alaris Confidentiality Agreement), constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement, except as set out herein.

Section 8.13 Successors and Assigns

This Agreement becomes effective only when executed by all of the Parties. After that time, it is binding on and enures to the benefit of the Parties and their respective heirs, administrators, executors, estate trustees, legal personal representatives, successors and permitted assigns.

Section 8.14 Further Assurances

The Parties agree to execute and deliver such further and other papers, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, and do and perform and cause to be done and performed, such further and other acts and things that may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

Section 8.15 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 8.16 **Governing Law**

This Agreement, and all matters arising out of or related to this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable thereto.

Section 8.17 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile or email in PDF form) and all such counterparts taken together will be deemed to constitute one and the same instrument. The Party sending the facsimile transmission or email in PDF form will also deliver the original signed counterpart to the other Party; however, failure to deliver the original signed counterpart shall not invalidate this Agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF the Parties have executed this Agreement.

CENTRIC HEALTH CORPORATION

By: ______________________________
Authorized Signing Officer

LIFEMARK HEALTH LIMITED PARTNERSHIP, by its general partner 1141273 ALBERTA LTD.

By: ______________________________
Authorized Signing Officer

1141273 ALBERTA LTD.

By: ______________________________
Authorized Signing Officer

ALARIS INCOME GROWTH FUND PARTNERSHIP by one of its general partners ALARIS IGF CORP.

By: ______________________________
Authorized Signing Officer

GATTS HOLDINGS LTD.

By: ______________________________
Authorized Signing Officer

SCRC HOLDINGS LTD.

By: ______________________________
Authorized Signing Officer

IN WITNESS WHEREOF the Parties have executed this Agreement.

CENTRIC HEALTH CORPORATION

By: ______________________________
Authorized Signing Officer

LIFEMARK HEALTH LIMITED PARTNERSHIP, by its general partner 1141273 ALBERTA LTD.

By: ______________________________
Authorized Signing Officer

1141273 ALBERTA LTD.

By: ______________________________
Authorized Signing Officer

ALARIS INCOME GROWTH FUND PARTNERSHIP by one of its general partners ALARIS IGF CORP.

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Authorized Signing Officer

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By: ______________________________
Authorized Signing Officer

LIFEMARK HEALTH LIMITED PARTNERSHIP, by its general partner 1141273 ALBERTA LTD.

By: ______________________________
Authorized Signing Officer

1141273 ALBERTA LTD.

By: ______________________________
Authorized Signing Officer

ALARIS INCOME GROWTH FUND PARTNERSHIP by one of its general partners ALARIS IGF CORP.

By: ______________________________
Authorized Signing Officer

GATTS HOLDINGS LTD.

By: ______________________________
Authorized Signing Officer

SCRC HOLDINGS LTD.

By: ______________________________
Authorized Signing Officer

Witness	CRAIG GATTINGER
Witness	RON LOWE

SCHEDULE "A"
LOCK-UP AGREEMENT

See attached.

HARD LOCK-UP AGREEMENT

STRICTLY CONFIDENTIAL

______________________, 2011

TO: THE PERSONS EXECUTING A HOLDER'S ACCEPTANCE ATTACHED HERETO

(each such person a "**Holder**", and collectively the "**Holders**")

In connection with an arrangement agreement dated on or about the date hereof (the "**Arrangement Agreement**"), CENTRIC HEALTH CORPORATION (the "**Purchaser**") proposes to, among other things: (i) acquire all of issued and outstanding Residual Units of the Lifemark Health Limited Partnership in consideration for $18,200,000 and up to a maximum of 46,875,000 common shares of the Purchaser (being $60,000,000 divided by a share price of $1.28); and (ii) acquire all of the issued and outstanding shares of 1141273 Alberta Ltd. (the "**GP**") in consideration for $100, subject to the terms and conditions set forth in the Arrangement Agreement (the "**Transaction**").

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Arrangement Agreement. Each of the Holders acknowledges receipt of a complete copy of the Arrangement Agreement, as amended from time to time.

1. Representations and Warranties of the Holders

Each of the Holders hereby represents and warrants to the Purchaser that (a) the Residual Units, Class A Preferred Units, Class B Preferred Units and GP Shares, as applicable set forth in Holders Acceptance attached hereto (the "**Holder's Securities**") include all Residual Units, Class A Preferred Units, Class B Preferred Units and GP Shares, as applicable held of record, beneficially owned by, or for which voting or dispositive power is granted to the Holder or to any trust or associate thereof for the benefit of the Holder; (b) the Holder is the legal and/or beneficial owner (as indicated) of the Residual Units, Class A Preferred Units, Class B Preferred Units and GP Shares, as applicable and has sole voting power and exclusive right of disposition of the Holder's Securities and has sole power to agree to all of the matters set forth in this Agreement; (c) the Holder has good title to its Residual Units, Class A Preferred Units, Class B Preferred Units and GP Shares, as applicable, free and clear of any and all liens; and (d) no person, firm or corporation has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from such Holder of any of its Holder's Securities or any interest therein or right thereto except the Purchaser pursuant to the Arrangement Agreement.

2. Covenants of the Holders

(1) The Holder irrevocable covenants and agrees in favour of the Purchaser that between the date of this Agreement and the earlier of: (a) the date of termination of the Arrangement Agreement in accordance with its terms, and (b) the Effective Date of the Transaction:

a. it will not (i) sell, transfer, gift, assign, pledge, hypothecate, encumber, convert or otherwise dispose of any of the Holder's Securities or any interest therein or enter into any agreement, arrangement or understanding in connection therewith, or (ii) grant any proxies or powers of attorney or attorney in fact, or deposit the Holder's Securities into a voting trust or enter into a voting agreement, understanding or arrangement with respect to the voting of such Holder's Securities;

b. it shall not exercise any rights of dissent or appraisal provided under the ABCA or the Interim Order or otherwise in connection with the Arrangement;

c. it shall not in any manner, directly or indirectly or otherwise: (A) make, solicit, assist, initiate, encourage, or otherwise facilitate (including by way of furnishing information or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers from any person regarding any Acquisition Proposal, or (B) engage or participate in any discussions or negotiations regarding any Acquisition Proposal, or (C) otherwise co-operate in any way with, or assist or participate in or facilitate or encourage any effort or attempt by any other person to do or seek to do any of the foregoing;

d. it shall not take any action of any kind, directly or indirectly, which may cause its representations or warranties hereunder to become untrue;

e. it shall not take any action to encourage or assist any other person to do any of the prohibited acts referred to in this Agreement;

f. it will exercise any and all voting control that it presently has over the Holder's Securities in support of the Transaction; and

g. it will vote (or cause to be voted) all of the Holder's Securities at any meeting of the Partnership Securityholders, and in any action by written consent of the Partnership's Securityholders in favour of the approval, consent, ratification and adoption of the Transaction (and any actions required in furtherance thereof) and against any action that is intended or would reasonably be expected to impede, interfere with, delay, postpone or discourage the Transaction.

(2) The Holder agrees that if it acquires any additional Residual Units, Class A Preferred Units, Class B Preferred Units or GP Shares after the date of this Agreement, such securities shall be deemed to be Holder's Securities.

(3) The Holder also agrees (i) to the substance of this Agreement being set out in any press release or communication to shareholders in connection with the Transaction and (ii) to this agreement being available for inspection to the extent required by applicable Laws. The Holder further agrees that should the Holder choose to make any public comments (including in response to any media inquiries) with respect to the Transaction it will voice its support for the Transaction.

3. Further Assurances

Subject to the terms and conditions hereof, each party hereto agrees to take or use their best efforts to cause to be taken all actions and to do or use their best efforts to cause to be done all things necessary, proper or advisable under applicable Laws, as reasonably required to successfully complete the Arrangement and the other transactions contemplated by this Agreement, including using their best efforts to: (i) obtain all necessary consents, approvals and authorizations as are required to be obtained under any Law with respect to this Agreement or the Arrangement, (ii) lift or rescind any injunction or restraining order or other order adversely affecting the parties ability to consummate the transactions contemplated hereby or by the Arrangement, and (iii) to fulfill all conditions and satisfy all provisions of this Agreement.

4. Notice

Any notice, direction or other communication (each a "**Notice**") given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier facsimile, or electronic mail with acknowledgment of receipt and addressed:

To the Holder at the address set forth opposite such Holder's Acceptance.

To the Purchaser at:

Centric Health Corporation
1867 Yonge Street, Suite 901
Toronto, ON M4S 1Y5

Attention: Peter Walkey
Facsimile: 416-499-3520

With a copy, which shall not constitute notice, to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Dee Rajpal
Facsimile: 416-947-0866

A Notice is deemed to be delivered and received (i) if sent by personal delivery, electronic mail or facsimile, on the date of delivery or electronic mail or facsimile if it is a Business Day and the delivery or electronic mail or facsimile was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; (ii) if sent by same day service courier, on the date of delivery if sent on a Business Day and delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day; (iii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

5. Entire Agreement

This Agreement, and all documents contemplated by or delivered under or in connection with this Agreement (including the Arrangement Agreement), constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement (including the Arrangement Agreement), except as specifically set forth in this Agreement (including the Arrangement Agreement). The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement (including the Arrangement Agreement), except as set out herein (including the Arrangement Agreement). For greater certainty, in the event of any conflict or inconsistency between this Agreement and the Arrangement Agreement in respect of the terms and conditions upon which the Arrangement shall be completed, the Arrangement Agreement shall govern.

6. Substitution

The Purchaser may assign this Agreement or any of its rights thereunder to any of its Affiliates following written notice to, but without the consent of, the Holders, provided that the Purchaser shall remain liable for all its obligations under the Agreement and such assignee acknowledges and agrees in writing prior to such transfer to be bound by the terms and conditions of this Agreement as if it were an original party hereto. Otherwise, no assignment is permitted without the consent of the other Parties.

7. Joint and Several

The Purchaser further acknowledge and agree that no Holder shall be liable for any breach of this Agreement by, or for any inaccuracy in the representations or warranties made by, any other Holder.

8. Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

9. Time of the Essence

Time is of the essence of this Agreement.

10. Expenses

Each Party shall pay for the fees and expenses incurred by it in connection with this Agreement and the transactions contemplated by it. The fees and expenses referred to in this Section are those which are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, and the transactions contemplated by this Agreement, including the reasonable fees and expenses of legal counsel, investment advisers and accountants.

11. Specific Performance

Each Holder recognizes and acknowledges that this Agreement is an integral part of the Purchaser entering into the Arrangement Agreement and that the Purchaser would not enter into the Arrangement Agreement or contemplate proceeding with the Arrangement but for, among other things, the execution and delivery of this Agreement by each Holder, and that a breach by such Holder of any of its covenants or agreements contained in this Agreement shall cause the Purchaser to sustain damages for which they would not have an adequate remedy at law for money damages and, therefore, such Holder agrees that in the event of such a breach by such Holder, the Purchaser shall be entitled to the remedy of specific performance of such covenant or agreement and to injunctive and other equitable relief in addition to any other remedy to which it may be entitled at law or in equity.

12. Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors, assigns, heirs, executors and personal representatives.

13. Amendments

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all of the Parties.

14. Rules of Construction

Each of the Parties to this Agreement acknowledges that such party was advised to seek independent legal advice and confirms that such party has obtained or waived independent legal advice, and each Party waives the application of any laws or rule of construction providing that ambiguities in any agreement or other document shall be construed against the Party drafting such agreement or other document.

15. Governing Law

This Agreement is governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each party submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Alberta in respect of any action or proceeding relating to this Agreement. The parties shall not raise any objection to the venue of any proceedings in any such court, including the obligation that the proceedings have been brought in an inconvenient forum.

16. Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile or email in PDF form) and all such counterparts taken together will be deemed to constitute one and the same instrument. The Party sending the facsimile transmission or email in PDF form will also deliver the original signed counterpart to the other Party; however, failure to deliver the original signed counterpart shall not invalidate this Agreement.

(*Signature page to follow*)

If the foregoing accurately reflects the terms and conditions of our agreement, would you kindly indicate your acceptance hereof by signing, dating and returning to the Purchaser the enclosed duplicate original of this Agreement by facsimile or otherwise.

CENTRIC HEALTH CORPORATION

By: ______________________________

Authorized Signing Officer

HOLDER'S ACCEPTANCE

Irrevocably accepted and agreed this _____ day of ____________________, 2011.

If the Holder is an individual:

Address for notice:

Witness:

____

Name:

If the Holder is a corporation:

Address for notice:

By: ____________________________________

Name:

Title:

By: ____________________________________

Name:

Title:

Number of Residual Units	Number of GP Shares	Number of Class A Preferred Units	Number of Class B Preferred Units

SCHEDULE "B"
KEY EMPLOYEES

Craig Gattinger

Ron Lowe

SCHEDULE "C"
NON-COMPETITION AGREEMENTS

See attached.

NON-COMPETITION AGREEMENT

Non-competition agreement dated _______________, 2011, among Craig Gattinger and Ron Lowe (each a "**Vendor**", and collectively, the "**Vendors**") and Centric Health Corporation (the "**Purchaser**").

RECITALS:

(a) Pursuant to an arrangement agreement (the "**Arrangement Agreement**") of even date among the Vendors, the Purchaser, and certain other parties, the Purchaser has agreed to purchase all of the issued and outstanding shares of LifeMark Health Limited Partnership (the "**Company**");

(b) At the time of the completion of the transactions contemplated by the Arrangement Agreement, each Vendor was a shareholder of the Company;

(c) It is a condition of the closing of the transactions contemplated by the Arrangement Agreement that each Vendor execute and deliver this Agreement to the Purchaser;

(d) The Purchaser is only willing to enter into and complete the transactions contemplated by the Arrangement Agreement on the basis that each of the Vendors observe the restrictive covenants contained in this Agreement. Similarly, each of the Vendors understand and agree that their interest in the Company is only able to be sold on the basis of these terms and the Vendors' valid and enforceable agreement to comply with them.

In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

"**Affiliates**" has the meaning specified in the Arrangement Agreement.

"**Agreement**" means this non-competition agreement and all instruments in amendment or confirmation of it; and the expressions "**Article**" and

"**Section**" followed by a number mean and refer to the specified Article or Section of this Agreement.

"**Business**" means the business carried on by the Company and its Affiliates which involves the business and strategy of providing health care services, including without limitation, medical assessments, occupational health, disability and rehabilitation management, physiotherapy, homecare, home medical equipment, occupation health services, eldercare, surgical centres, occupational therapy, message therapy and chiropractic services, or other related services, and all related businesses carried on by the Company and its Affiliates as of the date hereof.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario or Calgary, Alberta.

"**Customers**" means all Persons who, in the twelve (12) months prior to this date have: (i) purchased or licensed from the Company any product produced or service supplied, sold, licensed or distributed by the Company, or (ii) supplied to the Company any product to be produced, sold, licensed or distributed by the Company. For clarity, this shall include but not be limited to any medical supplier.

"**Parties**" means the Vendors and the Purchaser.

"**Person**" means a natural person, partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning.

"**Prospective Customers**" means all Persons solicited by and on behalf of the Company for any purpose relating to the Business at any time during the twelve (12) month period prior to the date of this Agreement.

"**Term**" has the meaning specified in Section 2.1.

"**Territory**" means the Canadian Provinces in which the Company operates as of the date hereof.

Section 1.2 Gender and Number.

Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa.

Section 1.3 Headings, Etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation..

Section 1.4 Certain Phrases, etc.

In this Agreement (i) the words **"including"** and **"includes"** mean **"including (or includes) without limitation"**, and (ii) the phrase **"the aggregate of"**, **"the total of"**, **"the sum of"**, or a phrase of similar meaning means **"the aggregate (or total or sum), without duplication, of"**, and (iii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word **"from"** means **"from and including"** and the words **"to"** and **"until"** each mean **"to but excluding"**.

Section 1.5 Liability of Vendors

Notwithstanding anything to the contrary in this Agreement, the liability of the Vendors and each obligation of the Vendors under this Agreement shall be several and not joint, it being expressly acknowledged by the Purchaser that no one Vendor shall have any liability for another Vendor's actions under this Agreement, provided that the Vendors are not acting jointly or in concert at the time the liability occurs.

ARTICLE 2
NON-COMPETITION

Section 2.1 Term of Agreement.

Subject to the next following sentence, the term of this Agreement shall commence on the date hereof and shall expire on the fifth (5th) anniversary of this Agreement (the **"Term"**). Section 3.1 of this Agreement shall survive the expiration or other termination of this Agreement.

Section 2.2 Non-Competition.

During the Term, neither of the Vendors shall, on their own behalf or on behalf of or in connection with any Person, directly or indirectly, in any capacity whatsoever including as an employer, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by and through any Person or otherwise carry on, be engaged in, have any financial or other interest in or be otherwise commercially involved in any endeavour, activity or business in all or any part of the Territory which is substantially the same and is substantially in competition with the Business.

Section 2.3 Non-Solicitation of Customers and Employees.

During the Term, neither of the Vendors shall, on their own behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever including as an employer, employee, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by and through any corporation, cooperative, partnership, trust, unincorporated association or otherwise:

(a) offer employment to or solicit the employment or engagement of or otherwise entice away from the employment of the Purchaser any individual who is employed by the Purchaser whether or not such individual would commit any breach of his contract or terms of employment by leaving the employ of the Purchaser; or

(b) procure or assist any Person to offer employment or solicit the employment or engagement of or otherwise entice away from the employment of the Purchaser any such individual; or

(c) solicit the business of (or procure or assist the soliciting of the business of) any Customer or Prospective Customer for any purpose which is competitive with the Business; or

(d) accept (or procure or assist the acceptance of) any business from any Customer or Prospective Customer which is competitive with the Business; or

(e) supply (or procure or assist the supply of) any goods or services to any Customer or Prospective Customer which goods and services are competitive with the Business.

Section 2.4 Non-Interference.

Neither of the Vendors shall on his or her own behalf or on behalf of or in connection with any other Person, directly or indirectly, in any capacity whatsoever including as an employer, principal, agent, joint venturer, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchiser, franchisee, distributor, consultant, supplier or trustee or by and through any corporation, cooperative, partnership, trust, unincorporated association or otherwise, interfere or attempt to interfere with the Business or persuade or attempt to persuade any employee or supplier of the Purchaser to discontinue or alter in an adverse manner such Person's relationship with the Purchaser.

Section 2.5 Portfolio Exception.

Neither of the Vendors shall be in default under this Agreement by virtue of holding as a passive investor not more than one percent (1%) (including shares held by any Persons acting jointly or in concert with the Vendor) of the issued and outstanding shares of, or any other interest in, any body corporate which is listed on a recognized stock exchange, the business of which body corporate is the same as, substantially the same as or is in competition with the Business and with which body corporate the Vendors do not have a representative on the board of directors or otherwise become involved in or provide advice or direction to the management of such body corporate. In addition, neither of the Vendors shall be in default under this Agreement by virtue of the Vendors' ownership in any securities of the Purchaser.

ARTICLE 3
REMEDIES

Section 3.1 Indemnification.

Each of the Vendors shall severally and not jointly indemnify and save the Purchaser and its respective shareholders, directors, officers, employees, agents and representatives (individually, an "**Indemnified Party**") harmless of and from any claim, demand, action, cause of action, judgment, loss, liability, damage or expense suffered by, imposed upon or asserted against the Indemnified Party as a result of any violation, contravention or breach of this Agreement by the Vendor.

Section 3.2 Reasonableness.

Each of the Vendors expressly acknowledges that this Agreement is reasonable and valid in all respects and irrevocably waives (and irrevocably agrees not to raise) as a defence any issue of reasonableness (including the reasonableness of the Territory or the duration and scope of this Agreement) in any proceeding to enforce any provision of this Agreement, the intention of the Parties being to provide for the legitimate and reasonable protection of the interests of the Purchaser.

Section 3.3 Equitable Remedies.

In the event of a violation, contravention, breach or threatened breach of this Agreement by any of the Vendors, the Purchaser shall be entitled to both temporary and permanent injunctive relief. The right of the Purchaser to injunctive relief shall be in addition to any and all other remedies available to them and shall not be construed to prevent either of them from pursuing, either consecutively or concurrently, any and all other legal or equitable remedies available to them including the recovery of monetary damages.

ARTICLE 4
MISCELLANEOUS

Section 4.1 Notices.

Any notice, direction or other instrument required or permitted to be given under this Agreement shall be in writing and given by delivering it or sending it by facsimile or other similar form of recorded communication addressed:

(a) to the Purchaser at:

Centric Health Corporation
1867 Yonge Street, Suite 901
Toronto, ON M4S 1Y5
Attention: Peter Walkey

Facsimile: 416-499-3520

(b) to Craig Gattinger at:

440, 1121 Centre Street NW
Calgary, AB T2E 7K6
Facsimile: (403) 247-7341

(c) to Ron Lowe at:

[NTD: Vendors to provide]

Facsimile: **[NTD: Vendors to provide]**

Any such communication shall be deemed to have been validly and effectively given (i) if personally delivered, on the date of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (Toronto time) and otherwise on the next Business Day, or (ii) if transmitted by facsimile or similar means of recorded communication on the Business Day following the date of transmission. Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

Section 4.2 Time of the Essence.

Time shall be of the essence of this Agreement.

Section 4.3 Third Party Beneficiaries.

Each Party intends that this Agreement shall not benefit or create any right or cause of action in, or on behalf of, any Person, other than the Parties, and no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Section 4.4 Amendments.

This Agreement may only be amended or otherwise modified by written agreement executed by the Parties.

Section 4.5 Waiver.

(1) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar); nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.

(2) No failure on the part of any Party to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

Section 4.6 Non-Merger.

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties shall not merge on and shall survive the closing of the transaction contemplated under the Arrangement Agreement and, notwithstanding such closing, or any investigation made by or on behalf of any Party, shall continue in full force and effect. Such closing shall not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

Section 4.7 Entire Agreement.

This Agreement and the Arrangement Agreement constitutes the entire agreement between the Parties pertaining to the competition and non-solicitation covenants of the Vendor in connection with the transactions contemplated by the Arrangement Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties in such connection. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject-matter of this Agreement except as specifically set out herein.

Section 4.8 Successors and Assigns.

This Agreement shall become effective when executed by the Parties and after that time shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns. The Purchaser (or its lenders) shall be entitled to assign the benefits under this Agreement without the prior written consent of the Vendors (i) in connection with a reorganization, amalgamation or restructuring, (ii) in connection with the sale of all of the shares of the Purchaser or substantially all the assets of the Business, or (iii) as collateral security to its lenders in connection with all of its obligations arising to such lenders. The Vendors may not assign this Agreement.

Notwithstanding the foregoing, the Vendors hereby consent to: (a) the assignment by way of security by the Purchaser of all of its rights under this Agreement to Canadian Imperial Bank of Commerce, in its capacity as administrative agent (together with its successors and assigns, the "**Administrative Agent**") under the credit agreement (as amended or restated from time to time, the "**Credit Agreement**") dated on or about **[June ●]**, 2011 for and on behalf of itself and the lenders under the Credit Agreement (the "**Lenders**") and (b) the assignment by the Purchaser of all of its rights and obligations under this Agreement to the Administrative Agent and the Lenders or one or more third parties upon exercise by the Administrative Agent of its rights in respect of the assignment by way of security of this Agreement. The Vendors hereby acknowledge and agree that notwithstanding that the Administrative Agent is not a party to this Agreement it shall have all contractual rights with respect to this Section 4.8 as if it were a contracting signatory hereto and that no amendments can be made to this Section 4.8 without first obtaining the written consent of the Administrative Agent.

Section 4.9 Independent Legal Advice.

The Vendors each acknowledges that they have been advised to obtain, and in fact, have obtained independent legal advice with respect to this Agreement and that they understand the nature and consequences of this Agreement.

Section 4.10 Severability.

Any covenant or provision which is or becomes illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions of this Agreement which shall remain in full force and effect, the intention of the Parties being to provide for the legitimate and reasonable protection of the interests of the Purchaser by providing, without limitation, for the broadest scope, the longest duration and the widest territory allowable by law.

Section 4.11 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the Ontario courts situated in the City of Toronto, and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Section 4.12 Counterparts.

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement.

CENTRIC HEALTH CORPORATION

By: ______________________________
Authorized Signing Officer

____
Witness

____
CRAIG GATTINGER

____
Witness

____
RON LOWE

SCHEDULE "D"
SERVICE AGREEMENTS

See attached.

__________________, ____ 2011

PRIVATE AND CONFIDENTIAL

Mr. Craig Gattinger
64 Spring Valley Way SW
Calgary, Alberta T3H 4V2

Dear Mr. Gattinger:

In conjunction with the acquisition of the interests in LifeMark Health Management Inc. ("**LifeMark**"), LifeMark Health Limited Partnership and other parties by Centric Health Corporation ("**Centric**") pursuant to the Arrangement Agreement (the "**Transaction**"), we are pleased to confirm an offer of full time employment with LifeMark as of the Effective Date. You acknowledge and agree that are you personally benefitting from the Transaction and that your entering into this Agreement is a condition of the Transaction.

You have agreed in consideration of the mutual covenants and agreements contained in this letter agreement (the receipt and adequacy of which are acknowledged), to enter into this letter agreement (the "**Agreement**") to set forth our mutual understanding and agreement regarding your employment pursuant to the following terms and conditions:

1. **Definitions**

Unless otherwise defined herein, capitalized terms have the meaning set out in Schedule "A" annexed to this Agreement.

2. **Position and Term**

This Agreement shall commence on the Effective Date and shall remain in effect until this Agreement is terminated in accordance with Section 6, subject to such notifications and amendments as may be agreed upon from time to time.

You shall perform those duties and responsibilities necessary or incidental to perform the functions of Chief Executive Officer: Rehabilitation, Physiotherapy and Disability Management reporting to the Centric Chief Executive Officer and Board of Directors of Centric (the "**Board**").

3. **Faithful Service**

During your employment, you will faithfully serve the Company and devote the whole of your working time, attention and ability to the business of the Company. You will not engage in any conduct that would interfere with the performance of your duties or that would constitute an actual or perceived conflict of interest.

You shall not, directly or indirectly, render services to any Entity other than services with regard to charitable or community service organizations provided such activities do not interfere with your duties pursuant to this Agreement. You will comply with all applicable laws, regulations and Company policies in respect of the conduct of the business of the Company.

4. Compensation and Benefits

(a) *Salary*

Numerical Value

You will receive an annual base salary of [redacted] (the "**Annual Salary**") payable in accordance with the customary payroll policy of the Company in effect from time to time, less all required deductions, remittances and withholdings. The Annual Salary will be reviewed on an annual basis by the remuneration committee of the Board and may be increased by the Board in its sole discretion.

(b) *Annual Performance Bonus*

You shall be entitled to receive an annual performance bonus of up to [redacted]% of your Annual Salary based on an agreed balanced scorecard to be established by the Board in conjunction and in agreement with the Group CEO and yourself on an annual basis (the "**Performance Bonus**") and to be paid as follows:

Numerical Value

(i) If your Performance Bonus is less than [redacted]% of your Annual Salary then the Performance Bonus will be paid within 30 days of the finalization of the Annual Financial Statements of Centric; and

(ii) If your Performance Bonus is determined to be more than [redacted]% of our Annual Salary, then the Initial Bonus Payment will be paid up to [redacted]% of your Annual Salary within 30 days of the finalization of the Annual Financial Statements of Centric (the "**Initial Bonus Payment**"), and the balance of the Performance Bonus will be paid in two equal instalments on each of the first and second anniversary of the Initial Bonus Payment, unless your employment with the Company is terminated pursuant to either Section 6(a), 6(b) or 6(d) of this Agreement, in which case no amounts will be paid.

The terms of the Performance Bonus may change each fiscal year at the discretion of the Board and in accepting our offer of employment you acknowledge (i) you have no expectation that in any fiscal year there will be any guaranteed bonus payment; and (ii) the amount of your Performance Bonus, if any, may change from year to year; and (iii) the terms of your Performance Bonus and the performance milestones may change each fiscal year at the discretion of the Company, all in accordance with this Agreement. Provided, however, the Company shall not cancel the Performance Bonus Plan unless a comparable replacement plan is put in place.

(c) *Vacation*

You will be entitled to a paid vacation in each calendar year of [six (6) / eight (8)] weeks to be taken at a time(s) mutually agreeable to you and the Company and in accordance with Centric's vacation policy in effect from time to time.

(d) *Pension & Benefits*

You will be entitled to participate in the Company's benefit plans that are in place for executives as may be amended from time to time at the discretion of the Company.

(e) *Staff Incentive Share Options*

You will also be entitled to, subject to the terms and conditions of Centric's Staff Share Incentive Scheme (the "**Plan**"), participate in the Plan and may be eligible to participate in any new option scheme introduced for senior management from time to time.

(f) *Company Property*

The Company will supply you with a laptop, printer and PDA in accordance with the policies of the Company in place for executives from time to time.

5. Expense Reimbursement

During the term, the Company will pay or reimburse you for all expenses reasonably and necessarily incurred by you in the performance of your services under the Agreement, including any professional fees, membership fees in connection with approved executive programs that will benefit the Company. Such payment shall be made upon presentation of such receipts or other documentation, as the Company customarily requires of its executive employees prior to making such payments or reimbursements.

6. Termination

(a) *Death*

In the event of your death, your employment with the Company will automatically terminate and in such event the Company's sole obligation will be to pay to your estate any portion of the Annual Salary, any outstanding earned but unpaid instalment of the Performance Bonus and accrued vacation pay if any, that shall have been earned by you prior to your death but not yet paid.

(b) *Cause*

The Company has the right, at any time and without notice, to terminate your employment under this Agreement for Cause. In the event that you are terminated for Cause, the Company's obligation shall be limited solely to the payment of any portion of the Annual Salary, and accrued vacation pay if any, that shall have been earned by you prior to the date of termination for Cause but not yet paid.

(c) *Without Cause*

In the absence of Cause and other than the reasons set out in Section 6(a) and (b) above, the Company shall have the right to terminate your employment for any reason by providing you with a lump sum payment equal to 18 months' pay in lieu of notice and any outstanding earned but unpaid instalment of the Performance Bonus, less required withholdings, if any, (i) continuation of medical, dental and prescription drug benefits as in effect at the date of your termination of employment until the earlier of the date you secure alternate employment and eight (8) weeks following the date of your termination, and (ii) any portion of the Annual Salary and accrued vacation pay if any, that shall have been earned by you prior to your termination but not yet paid.

Any termination amounts set out above are inclusive of statutory notice and severance requirements. The amounts payable hereunder shall not be reduced by any amounts earned by you after the effective date of termination. The amounts payable hereunder shall be subject to applicable withholdings and deductions. You agree that the payments set out in this Section 6(c) are in full and final satisfaction of any claim by you arising out of the termination of your employment without cause and no further amounts will be payable to you whether pursuant to statute, common law or otherwise in respect of the termination of your employment without Cause.

(d) *By You*

If you decide to resign from employment, you agree to provide the Company with 90 calendar days of prior written notice. In such event, the Company's sole obligation will be to pay to you: (i) any portion of the Annual Salary; and (ii) accrued vacation pay if any, that shall have been earned by you prior to the effective date of resignation but not yet paid.

7. **Change of Control**

In the event there is a Change of Control, the Company shall pay to you, less required withholdings:

(a) all accrued Salary to the date of the Change of Control;

(b) all accrued vacation pay to the date of the Change of Control; and

(c) payment in accordance with Section 6(c).

The payment set out in Section 6(c) will be paid in one lump sum payment immediately if there is a Change of Control, and shall not be subject to the requirement of mitigation by you.

8. **Confidential Information**

You acknowledge that the Company has legitimate and continuing proprietary interest in the protection of its Confidential Information. Consequently, you will not, except as may be required in the performance of employment duties, disclose or use any Confidential Information, directly or indirectly, for your own benefit or the benefit of another (other than for the benefit of the Company), either during your employment or following the effective date of the termination of your employment with the Company for any reason.

Further, you will not remove or cause to be removed from any premises of the Company any drawings or documents or other materials involving, recording or containing Confidential Information, except as required to carry out the duties of your employment.

9. **Non-Competition/Non-Solicitation**

(a) *Acknowledgment*

You acknowledge that in your employment with the Company you occupy a position of trust and confidence. You fully understand that by entering into the non-competition and non-solicitation covenants (collectively, the "Restrictive Covenants") described in this Agreement your ability to earn a livelihood in a business which, directly or indirectly, competes with the Company Business may be limited. Nevertheless you agree that you have received and will receive sufficient consideration and other benefits as a senior employee of the Company and as otherwise provided under this Agreement to clearly justify restrictions which, in any event, given your education, skills and ability, you do not believe would prevent you from earning a living. You recognize and acknowledge that Sections 11 and 12 of this Agreement grant to the Company only such reasonable protection as is necessary to preserve the legitimate interests of the Company and you equally recognize that the description of the Company Business and the scope of the Territory is reasonable.

(b) *Non-Competition*

You agree that during your employment and for twelve (12) months after the termination of your employment, for any reason, you will not, without the written consent of the Company, within the Territory, directly or indirectly, on your own behalf or on behalf of any other person, engage in, represent in any way, or be connected with, any business that competes with the Company Business whether your engagement shall be as an officer, director, owner (other than ownership of less than 1% of the outstanding securities of any class of securities then listed on a stock exchange in North America), employee, partner, joint-venture, consultant, agent, affiliate or other participant.

(c) *Non-Solicitation*

Both during your employment with the Company and for twelve (12) months after the termination of your employment with the Company, for any reason, you will not without the written consent of the Company

(i) directly or indirectly induce or attempt to induce any Customer or Prospective Customer of the Company, to cease doing business in whole or in part with the Company or any of its affiliates or for a purpose which would be competitive with the Business solicit the business of any Customer or Prospective Customer of the Company; or

(ii) directly or indirectly solicit, or attempt to solicit or endeavour to cause any employee of the Company to leave his or her employment whether or not such departure would violate the terms of the employee's employment

(d) *Remedies*

You recognize and expressly acknowledge that the Company would be subject to irreparable harm should any of the provisions in this Agreement be infringed or should you breach your obligations thereunder and that damages alone will be an inadequate remedy for any breach or violation thereof and accordingly, the Company, in addition to all other remedies, shall be entitled as a matter of right to equitable relief, including temporary or permanent injunction to restrain such breach.

10. Return of Company Property

Upon termination of your employment, you will return without making or retaining any copies thereof all drawings, prints, manuals, specifications, costing, pricing, customer and supply information or anything containing, embodying or disclosing any concepts, discoveries, inventions (whether patentable or copyrightable or not) product information, technical data, product data, financial data, Confidential Information relating to the Company's Business in any way (or confidential information of a third party lawfully in the Company's possession) and all other Company equipment obtained by you while employed by the Company.

11. Ownership of Intellectual Property

All rights, titles and interests in or to the Developments shall vest and are owned exclusively by the Company immediately on its creation and regardless of the stage of its completion. You irrevocably grant, transfer and assign to the Company all of your rights, title and interest, if any, in any and all Developments, including rights to translation and reproductions in all forms or formats and all intellectual property rights thereto, if any and you agree that the Company may copyright said materials in the Company's name and secure renewal, reissues and extensions of such copyrights for such periods of time as the law may permit.

At all times hereafter, you agree to promptly disclose to the Company all Developments, to execute separate written transfers or assignments to the Company at the Company's request, and to assist the Company in obtaining any intellectual property rights in Canada, the United States and in any other countries, on any Developments granted, transferred or assigned to the Company that the Company, in its sole direction, seeks to register. You also agree to sign all documents, and do all things necessary to obtain such intellectual property rights, to further assign them to the Company, and to reasonably protect the Company against infringement by other parties at the Company's expense with the Company's prior written approval.

You shall keep complete, accurate and authentic information and records on all Developments in the manner and form reasonably requested. Such information and records, and all copies thereof, shall be the property of the Company as to any Developments assigned to the Company. On request, you agree to promptly surrender such information and records. All these materials will be Confidential Information upon their creation.

You hereby irrevocably waive, in favour of the Company, its successors, assigns and nominees, all moral rights arising under the *Copyright Act* (Canada) as amended (or any successor legislation of similar effect) or similar legislation in any applicable jurisdiction, or at common law, to the full extent that such rights may be waived in each respective jurisdiction, that you may have now or in the future with respect to the Developments.

12. General

(a) This Agreement shall inure to the benefit of and shall be binding upon your heirs, executors, administrators, successors and legal representatives, and shall inure to the benefit of and be binding upon the Company and its successors and assigns. You may not assign this Agreement.

(b) This Agreement constitutes the complete understanding between you and the Company with respect to your employment, and no statement, representation, warranty or covenant has been made by you or the Company with respect to this Agreement except as expressly set forth herein. This Agreement shall not be altered, modified, amended or terminated unless agreed to in writing by both you and the Company.

(c) A waiver by you or the Company of any breach under this Agreement shall not constitute a waiver of any further breaches of this Agreement.

(d) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

(e) If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected by such invalidity.

(f) If notice is required to be given under this Agreement, such notice shall be in writing and delivered personally or sent by registered mail as follows:

If to the Company:	1867 Yonge Street (Suite 901) Toronto, ON M4S 1Y5 Attention: Chief Financial Officer Centric Health Corporation
If to you:	Craig Gattinger 64 Spring Valley Way SW Calgary, Alberta T3H 4V2

Or to such other addresses as you or the Company may, from time to time, advise. Notice is deemed given: (i) when delivered personally to the recipient, or (ii) five days after mailed by registered mail, return receipt requested, postage prepaid.

(g) Notwithstanding the termination of this Agreement, you and the Company shall remain bound by the provisions of this Agreement, which by their nature continue to apply.

(h) You acknowledge that you are under no restrictions that would prevent you from entering into this Agreement or carrying out your duties hereunder.

(i) You acknowledge that the Company has recommended that you obtain independent legal advice with respect to the nature and consequences of entering into this Agreement. By signing and accepting this Agreement, you acknowledge that the Company has afforded you the opportunity to obtain independent legal advice in respect of this Agreement.

13. Privacy

By accepting employment with the Company, you consent to the Company collecting, using and disclosing your personal information for purposes relating to the maintenance of the employment relationship. The purposes of the Company's collection, use and disclosure include, but are not limited to:

(a) ensuring that you are properly remunerated for your services to the Company which shall include disclosure to third party payroll providers;

(b) administering and/or facilitating the provision of any benefits to which you are or may become entitled, including bonuses, benefits, pensions, RRSP, short, medium and long-term incentive plans; this shall include the disclosure of your personal information to the Company's third party service providers and administrators;

(c) ensuring that the Company is able to comply with any regulatory, reporting and withholding requirements relating to your employment;

(d) performance and promotion;

(e) monitoring your access to and use of the Company's electronic media services in order to ensure that the use of such services is in compliance with the Company's policies and procedures and is not in violation of any applicable laws;

(f) complying with the Company's obligations to report improper or illegal conduct by any director, officer, employee or agent of the Company under any applicable securities, criminal or other law; and

(g) any other purpose for which you are given notice and which is reasonably related to the maintenance of your employment relationship.

To confirm your acceptance of the terms and conditions of this Agreement, please sign in the space indicated and return to the undersigned.

Yours very truly,

LIFEMARK HEALTH MANAGEMENT INC.	**CENTRIC HEALTH CORPORATION**
Authorized Signing Officer	Authorized Signing Officer

AGREED TO AND ACCEPTED this _____ day of_______________, 2011

CRAIG GATTINGER	Witness
	Print Name

SCHEDULE "A"

"**Cause**" means any act or omission by you that would in law permit the Company to, without notice or payment in lieu of notice, terminate the employment of an employee.

"**Change of Control**" means any of the following events:

(a) the acquisition by a person, group of persons acting jointly or in concert, or persons associated or affiliated within the meaning of the *Business Corporations Act* (specify Province) with any such person, group of persons or any of such persons acting jointly or in concert, of beneficial ownership of 50% or more of either:

    (i) the common shares of Centric then outstanding; or

    (ii) the aggregate voting power of the voting securities of Centric then outstanding entitled to vote generally in the election of directors;

(b) Centric sells more than 51% of its assets to any purchaser or purchasers in circumstances where the purchaser or purchasers intend to carry on all or part of the business carried on by Centric and the Board determines that there has been a Change of Control;

(c) the approval by the shareholders of Centric of a complete liquidation or dissolution of Centric;

(d) approval by the shareholders of Centric and subsequent effectiveness of an amalgamation, arrangement, merger or other consolidation of Centric with another corporation or entity pursuant to which the shareholders of Centric immediately prior thereto do not immediately thereafter own voting securities of the successor continuing corporation or entity which entitle them to cast more than 50% of the votes attaching to all securities in the capital of the successor or continuing corporation or entity which may be cast to elect directors of that corporation or entity; or

(e) any combination of the above-mentioned events occurs.

"**Company Business**" means the provision of health care services, including medical assessments, disability and rehabilitation management, physiotherapy, surgical centres, homecare, specialty pharmacy and wellness and prevention and any other business the Company is involved in or developing at the time of the termination of your employment.

"**Confidential Information**" means all information owned, possessed or controlled by the Company and/or its affiliates including, without limitation, all agreements, customer lists, costs and pricing, procedures, operations, business software and computer programs and printouts, buying records and habits and part numbers, production and sales records, inventory systems or techniques, product costs, long-range plans, marketing strategies, territory listings, profitability analysis, new product developments, supplier lists, techniques and other aspects of its business, reports, tests, research, development, product design, engineering data, processes, and inventions howsoever received by you from, through or relating to the Company and/or its affiliates and in whatever form. Confidential Information does not include:

(a) information already known to you prior to your employment with the Company;

(b) information that is in the public domain through no wrongful act of your own; or

(c) information that was received by you from a third party who was free to disclose it.

"**Customer**" means any Entity who, in the twelve (12) months preceding the date of termination of your employment hereunder for any reason, has (i) purchased or licensed from the Company (with your knowledge) any product or service produced, supplied, sold, licensed or distributed by the or, (ii) supplied to the Company (with your knowledge) any product to be produced, sold, licensed or distributed by the Company.

"**Developments**" means any discovery, invention, design, improvement, concept, design, specification, creation, development, treatment, computer program, method, process, apparatus, specimen, formula, formulation, product, hardware or firmware, any drawing, report, memorandum, article, letter, notebook and any other work of authorship and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyrights, trademarks, topographies, know-how and trade secrets), and all records and copies of records relating to the foregoing, that:

(a) result or derive from your employment or from your knowledge or use of Confidential Information;

(b) are conceived or made by you (individually or in collaboration with others) in the course of your employment;

(c) result from or derive from the use or application of the resources of the Company; or

(d) relate to the business operations of actual or demonstrably anticipated research and development by the Company.

"**Effective Date**" means ●, 2011.

"**Entity**" means a natural person, partnership, limited partnership, limited liability partnership, Company, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning.

"**Intellectual Property Rights**" means all worldwide intellectual and industrial property rights in connection with the Developments including, without limitation:

(a) patents, inventions, discoveries and improvements;

(b) ideas, whether patentable or not;

(c) copyrights;

(d) trademarks;

(e) trade secrets;

(f) industrial and artistic designs; and

(g) proprietary, possessory and ownership rights and interests of all kinds whatsoever;

including, without limitation, the right to apply for registration or protection of any of the foregoing.

"**Prospective Customer**" means (i) any Entity solicited by you on behalf of the Company for any purpose relating to the Business at any time during the twelve (12) month period immediately preceding the date of termination of your employment hereunder for any reason and with whom you shared Confidential Information about the Business; and (ii) any Entity solicited by the Company with your knowledge for any purpose relating to the Business at any time during the twelve (12) month period immediately preceding the date of termination of your employment for any reason.

"**Territory**" means the Provinces of Canada in which the Company has business interests.

SCHEDULE "E"
ESCROW AGREEMENT

See attached.

ESCROW AGREEMENT

Escrow Agreement (the "**Agreement**") dated ______________, 2011 among Craig Gattinger, as Residual Unitholder Representative, Equity Financial Trust Company (the "**Escrow Agent**"), and Centric Health Corporation (the "**Purchaser**"). **[NTD: Given the number of Former Holders, we plan to issue one certificate in the total amount of 46,875,000 common shares in the name of the Escrow Agent, who will hold the shares in escrow, on behalf of and for the benefit, of the Former Holders.]**

RECITALS:

(a) Pursuant to an arrangement agreement among, *inter alia*, the Residual Unitholder Representative and the Purchaser dated ______________, 2011 (the "**Arrangement Agreement**"), the Purchaser has acquired all of the residual limited partnership units of Lifemark Health Limited Partnership (the "**Partnership**") from all the holders of the residual limited partnership units of the Partnership as listed on Schedule "A" hereof (the "**Former Holders**");

(b) Pursuant to Section 8.1 of the Arrangement Agreement, the Residual Unitholder Representative has been irrevocably constituted and appointed as the true, exclusive and lawful attorney-in-fact of the Former Holders to act in the name, place and stead of each of the Former Holders in connection with the terms and provisions of this Agreement;

(c) The Arrangement Agreement contemplates an escrow of a total of 46,875,000 common shares in the capital of the Purchaser (the "**Escrowed Shares**") to be held by the Escrow Agent;

(d) The Purchaser and the Former Holders have agreed to escrow the Escrowed Shares in accordance with the terms of the Arrangement Agreement and this Agreement;

(e) The Purchaser has deposited with the Escrow Agent to be held by the Escrow Agent in accordance with the terms of this Agreement, the share certificate representing the Escrowed Shares; and

(f) The Escrow Agent has agreed to undertake and perform its duties according to the terms and conditions thereof.

The foregoing recitals are made as representations and statements of fact by the Residual Unitholder Representative and the Purchaser. In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Defined Terms.

Capitalized terms used in this Agreement and not otherwise defined have the meanings specified in the Arrangement Agreement.

Section 2 Delivery of Escrowed Shares.

The Purchaser has delivered the share certificate representing the Escrowed Shares in the name of the Escrow Agent, as escrow agent for the Former Holders as listed on Schedule "A" on the date of this Agreement to be held by the Escrow Agent in accordance with the terms hereof.

Section 3 Release of Escrowed Shares.

The Escrow Agent shall release the Escrowed Shares pursuant to a written direction provided by the Purchaser, substantially in the same form as Schedule "B" (the "**Direction**"). The Direction shall require the Escrow Agent to return the Escrowed Shares, all dividends and other amounts attributable to the Escrowed Shares, if any, to or as directed by the Purchaser on the release of the Escrowed Shares. Pursuant to the Arrangement Agreement, if upon the release of the Escrowed Shares the Former Holders are entitled to such Escrowed Shares, the Purchaser shall be responsible for ensuring that the Escrowed Shares are re-registered in the names of the Former Holders, and shall include the name, address and number of shares, as appropriate, for each Former Holder in the Direction.

Section 4 Restriction on Transfer, etc.

Subject to Section 5, during the period in which the Escrowed Shares are retained in escrow pursuant hereto, each of the Former Holders shall not (i) sell, transfer, assign, pledge, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with the Escrowed Shares; or (ii) exercise their rights to exchange or convert any of the Escrowed Shares.

Section 5 Voting, Dividends, etc.

Until such time as the Escrowed Shares are released from escrow pursuant to Section 3:

(a) the Former Holders shall not exercise any of the voting rights attached to the Escrowed Shares;

(b) all dividends and other amounts attributable to the Escrowed Shares shall be held by the Escrow Agent under the same terms and conditions of the Escrowed Shares; and

(c) in the event that any consolidation, subdivision, stock dividend, conversion, reclassification, exchange, readjustment, stock split, merger, amalgamation or other change or transformation are declared or made in the capital structure of the Purchaser, all new substituted and additional shares or other securities issued by reason of such change shall be delivered to and held by the Escrow Agent, under the same terms and conditions as the Escrowed Shares and if required, the Escrowed Shares shall be released to the Purchaser to facilitate such change or transformation.

Section 6 Escrow Agent's Duties and Liabilities.

The Escrow Agent shall retain the Escrowed Shares (including any replacement securities or certificates) in escrow, to be dealt with only in accordance with the terms of this Agreement. The Escrow Agent hereby accepts the responsibilities placed on it hereby and agrees to perform the same in accordance with the terms hereof. Notwithstanding the references in this Agreement to the Arrangement Agreement, the Purchaser and the Residual Unitholder Representative acknowledge and agree that the Escrow Agent has not reviewed and is not required to review the Arrangement Agreement for any purpose and is not responsible for its or their interpretation or enforcement.

Section 7 Indemnification of Escrow Agent.

The Purchaser and the Residual Unitholder Representative hereby jointly and severally agree to and do hereby release and indemnify and save harmless the Escrow Agent, its directors, officers, employees and agents from and against all actions, charges, claims, suits, demands, costs, liabilities, proceedings, losses, damages and expenses including advisors' and legal counsel fees and disbursements on a solicitor and client basis arising from or related to this Agreement, or resulting from the Escrow Agent's performance, in good faith and without gross negligence, of its duties under this Agreement. This provision shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement.

Section 8 Resignation of Escrow Agent.

If the Escrow Agent should wish to resign, it shall give at least two months' notice to the Purchaser and the Residual Unitholder Representative, who may jointly appoint another escrow agent in its place and the new escrow agent shall assume and be bound by the obligations of the Escrow Agent hereunder. If the Purchaser and the Residual Unitholder Representative have not appointed a successor escrow agent within fifteen (15) days prior to the resignation date, the Escrow Agent may apply, at the Purchaser and the Residual Unitholder Representative's expense, to a court of competent jurisdiction for the appointment of a successor escrow agent. On any such appointment the successor escrow agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Escrow Agent hereunder. The Escrow Agent shall not release any Escrowed Shares hereunder until all of its fees and expenses have been paid.

Section 9 Escrow Agent's Fees.

The Purchaser undertakes to pay the fees of the Escrow Agent in consideration for the performance by the Escrow Agent of its obligations under this Agreement and will pay or reimburse the Escrow Agent upon its request for all reasonable expenses and disbursements made by the Escrow Agent in the performance of its duties hereunder (including the reasonable compensation and disbursements of its counsel and all other assistants and advisors not regularly in its employ) The Escrow Agent is not required to effect any partial or full release unless its fees and expenses are paid in full.

The acceptance of the Escrow Agent of its duties and obligations under this Agreement is subject to the following terms and conditions, which the parties to this

Agreement hereby agree shall govern and control with respect to its rights, duties, liabilities and immunities:

(a) the Escrow Agent shall not be responsible or liable in any manner whatsoever for sufficiency, correctness, genuineness or validity of any security deposited with it;

(b) the Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained which it in good faith believes to be genuine and what it purports to be;

(c) except for acts of gross negligence or wilful misconduct by the Escrow Agent, the Escrow Agent shall not be liable for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law;

(d) the Escrow Agent may consult with and obtain advice of legal counsel (who may be counsel to the Purchaser or the Former Holders) or other experts or advisors in the event of any question as to any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel or other experts or advisors. The cost of such services shall be added to and be part of the Escrow Agent's fees hereunder; and

(e) the Escrow Agent shall have no duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the Purchaser and the Residual Unitholder Representative and, if its duties herein are affected, unless it shall have given its prior written consent thereto.

Section 10 Dispute.

In the event of any disagreement arising regarding the terms of this Agreement, the Escrow Agent shall be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by agreement amongst the parties or by a court of competent jurisdiction.

Section 11 Notice.

Any notice, direction or other communication given pursuant to this Agreement (each a "**Notice**") must be in writing, sent by personal delivery, courier or facsimile (but not by email) and addressed:

(a) to the Residual Unitholder Representative at:

Craig Gattinger
500, 1121 Centre Street NW
Calgary, AB T2E 7K6

Attention:	Craig Gattinger
Telephone:	(406) 410-3060
Facsimile:	(403) 247-7341

(b) to the Escrow Agent at:

Equity Financial Trust Company
200 University Avenue, Suite 400
Toronto, ON M5H 4H1

Attention:	Corporate Trust Services
Telephone:	416-361-0152
Facsimile:	416-361-0470

(c) to the Purchaser at:

Centric Health Corporation
1867 Yonge Street, Suite 901
Toronto, ON M4S 1Y5

Attention:	Peter Walkey
Facsimile:	416-499-3520

A Notice is deemed to be given and received (i) if sent by personal delivery or same day courier, on the date of delivery if it is a day other than a Saturday, Sunday or day on which banks in Vancouver, British Columbia or Toronto, Ontario are required or authorized to close (a "**Business Day**") and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day, or (iii) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile. A party to this Agreement may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed.

Section 12 Anti-Money Laundering and Anti-Terrorist Financing Regulations.

The Escrow Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Escrow Agent reasonably determines that such an act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Escrow Agent reasonably determine at any time that its acting under this Agreement has resulted in it being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, it shall have the right to resign on 10 days' written notice to the Purchaser provided: (i) that the Escrow Agent's written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to the Escrow Agent's satisfaction within such 10-day period, then such resignation shall not be effective.

Section 13 Counterparts.

This Agreement may be executed in several parts in the same form and such parts as so executed shall together form one original agreement, and such parts if more than one shall be read together and construed as if all the signing parties hereto had executed one copy of this Agreement.

Section 14 Gender and Number.

Wherever the singular or masculine are used throughout this Agreement, the same shall be construed as being the plural or feminine or neuter where the context so requires.

Section 15 Successors and Assigns.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their and each of their heirs, executors, administrators, successors and assigns.

Section 16 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

[Signature Page follows]

IN WITNESS WHEREOF the parties have executed this Agreement.

CENTRIC HEALTH CORPORATION

By: ______________________________
Authorized Signing Officer

____
WITNESS

____
CRAIG GATTINGER, AS THE RESIDUAL UNITHOLDER REPRESENTATIVE

EQUITY FINANCIAL TRUST COMPANY

By: ______________________________
Authorized Signing Officer

By:

____
Authorized Signing Officer

SCHEDULE "A"

ESCROWED SHARES

[NTD: Fields LLP to complete]

Name of Former Holder	Address	Number of Shares

SCHEDULE "B"

FORM OF DIRECTION

TO: [ESCROW AGENT]

You are hereby irrevocably authorized and directed to immediately release the Escrowed Shares, all dividends and other amounts attributable to the Escrowed Shares, if any, to the Purchaser at the following address:

____

____

____

and this shall be your good and sufficient authority for doing so.

This is the direction contemplated in the Escrow Agreement dated as of _____________ among ●, Equity Financial Trust Company (the "**Escrow Agent**"), and Centric Health Corporation (the "**Purchaser**"). Capitalized terms in this direction shall have the meaning ascribed to such terms in such Agreement.

DATED this ________ day of _____________, 20__.

[PURCHASER]

By: __________________________________
Authorized Signing Officer

SCHEDULE "F"
NEW PARTNERSHIP AGREEMENT

See attached.

1141273 ALBERTA LTD.

as General Partner

- and -

CENTRIC HEALTH CORPORATION

- and -

ALARIS INCOME GROWTH FUND PARTNERSHIP

- and -

EACH PERSON WHO IS ADMITTED TO THE PARTNERSHIP AS A LIMITED PARTNER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT

SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

•, 2011

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SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT made this • day of •, 2011.

AMONG:

1141273 ALBERTA LTD., a corporation formed under the laws of the Province of Alberta and having its head office in Calgary, Alberta, the general partner

- and -

CENTRIC HEALTH CORPORATION, a corporation formed under the laws of the Province of Ontario and having its head office in Toronto, Ontario, a limited partner

- and -

ALARIS INCOME GROWTH FUND PARTNERSHIP, a general partnership formed under the laws of the Province of Alberta and having its head office in Calgary, Alberta, a limited partner

- and -

Each Person who, from time to time, becomes a limited partner in accordance with the terms of this Agreement

WHEREAS 1141273 Alberta Ltd., Gatts Holdings Ltd., SCRC Holdings Ltd. and Alaris (the "**Original Partners**") formed the LifeMark Health Limited Partnership pursuant to the terms of a limited partnership agreement dated as of December 30, 2004 (the "**Original Partnership Agreement**");

AND WHEREAS the terms of the Original Partnership Agreement were amended by way of: an amending agreement dated as of June 15th, 2005; a second amending agreement dated as of August 1, 2005; a third amending agreement dated as of August 25, 2005; a fourth amending agreement dated as of August 1, 2006; and a fifth amending agreement dated as of November 30, 2006;

AND WHEREAS the Original Partners made certain further amendments to the Original Partnership Agreement and consolidated the previous amendments into a first amended and restated limited partnership agreement dated June 4, 2008 (the "**First Amended Partnership Agreement**");

AND WHEREAS on •, 2011, pursuant to the Plan of Arrangement, Centric purchased all of the issued and outstanding Residual Units such that the sole Limited Partners of the Partnership are now Alaris and Centric;

AND WHEREAS on •, 2011, pursuant to the Plan of Arrangement, the Partnership sold all of the Partnership Intellectual Property (as that term is defined in the Plan of Arrangement) to Centric for an aggregate purchase price of $55,000,000 for cash (the "**LifeMark IP Sale**")

AND WHEREAS Centric and Alaris wish to make certain further amendments to the First Amended Partnership Agreement, and to consolidate the previous amendments by replacing, amending and restating the First Amended Partnership Agreement;

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the Partners agree and covenant as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

(a) "**Accounting Change**" has the meaning given to it in Clause 1.6;

(b) "**Accounting Change Notice**" has the meaning given to it in Clause 1.6;

(c) "**Accounting Mediation**" means the mediation to be conducted by the Auditors for the purposes of determining the system of accounting to be utilized by the Partnership for calculating the Financial Covenants in the event the applicable Partners have not reached an agreement on a revised method of calculation within the time period specified in the third paragraph of Clause 1.6;

(d) "**Act**" means the *Income Tax Act* of Canada;

(e) "**Affiliate**" means an "affiliated entity" within the meaning of Section 1.2 of Ontario Securities Commission Rule 45-501 – Exempt Distributions promulgated under the *Securities Act* (Ontario) as in effect on the date hereof;

(f) "**Agent**" shall have the meaning ascribed to such term in the Credit Agreement;

(g) "**Agreement**" means this second amended and restated limited partnership agreement, including all amendments hereto, if any;

(h) "**Alaris**" means Alaris Income Growth Fund Partnership;

(i) "**Alaris Corp.**" means Alaris Royalty Corp.;

(j) "**Annual Business Plan**" shall have the meaning ascribed to such term in the Credit Agreement;

(k) "**Arrangement**" means the arrangement under Section 193 of the ABCA, on the terms and conditions set forth in the Plan of Arrangement;

(l) "**Arrangement Agreement**" means the agreement between Centric, the Partnership, the General Partner, LifeMark, Alaris, Gatts Holdings Ltd., SCRC Holdings Ltd., Craig Gattinger and Ron Lowe dated •, 2011 with respect to the Arrangement, as from time to time amended, supplemented or restated;

(m) "**Associate**" has the meaning ascribed thereto in the *Securities Act* (Alberta) as in effect on the date hereof;

(n) "**Auditors**" means Ernst & Young LLP, or such other firm of chartered accountants whose partners are members of The Canadian Institute of Chartered Accountants, which is appointed from time to time by the General Partner as auditor of the Partnership;

(o) **"Business Day"** means any day on which commercial banks are open for business in Calgary, Alberta other than a Saturday, a Sunday or a day observed as a holiday in the City of Calgary, Alberta;

(p) **"Capital Account"** means shall mean an account as described in Clause 9.1 of this Agreement;

(q) **"Capital Contribution"** means the amount, per Unit, originally contributed to the capital of the Partnership upon subscription for such Unit;

(r) **"Centric"** means Centric Health Corporation;

(s) **"Certificate"** means a certificate of ownership of Units issued in accordance with Clause 5.1;

(t) **"Change of Control"** means:

(i) any sale, reorganization, amalgamation, merger or other transaction as a result of which a Person, other than GHIS, Centric, or any of their Affiliates, becomes the owner, legal or beneficial, directly or indirectly of fifty (50%) or more of the Units of the Partnership or shares of the General Partner, or exercises control or direction over fifty (50%) or more of the Units of the Partnership or the shares of the General Partner;

(ii) any sale, reorganization, amalgamation, merger or other transaction as a result of which a Person, other than GHIS, or any of its Affiliates, becomes the owner, legal or beneficial, directly or indirectly, of fifty (50%) percent or more of the shares of Centric or exercises control or direction over fifty (50%) percent or more of the shares of Centric;

(iii) a sale, lease or other disposition of all or substantially all of the property or assets of the Partnership to a Person (other than to GHIS, Centric, or any of their Affiliates) which assumes all of the obligations of the Partnership in respect of this Agreement; or

(iv) a sale, lease or other disposition of all or substantially all of the property or assets of Centric to a Person other than to GHIS or any of its Affiliates which assumes all of the obligations of Centric in respect of this Agreement;

(u) **"Credit Agreement"** means the credit agreement dated as of •, 2011 between (among others) Centric, as borrower, and Canadian Imperial Bank of Commerce and National Bank Financial, as co-lead arrangers, or as otherwise amended, amended and restated or replaced from time to time, as permitted hereunder;

(v) **"Debt"** shall have the meaning ascribed to such term in the Credit Agreement;

(w) **"Debt to EBITDA Ratio"** shall have the meaning ascribed to the definition of Senior Debt to EBITDA Ratio but replacing Senior Debt with Debt in such definition and calculation;

(x) **"Declaration"** means the declaration to be filed with the Registrar of Corporations under the *Partnership Act* (Alberta), as amended, with respect to the Partnership;

(y) **"Distributable Cash"** means, in respect of any period for which it is determined, the amount by which the aggregate of:

(i) the amount of cash reserve, if any, deducted from the calculation of Distributable Cash for the immediately preceding period pursuant to subclause (iii) below; and

(ii) all interest, dividends and other income earned during such period by the Partnership;

exceeds the aggregate of:

(iii) all costs and expenses properly incurred by the Partnership during such period relating to the operation of the Partnership Business, including, without limitation:

(A) debt service costs, including interest, principal and fees payable by the Partnership relating to funds borrowed to finance the operation of the Partnership Business;

(B) any capital expenditures incurred in connection with the Partnership Business;

(C) an amount of cash determined by the General Partner, acting reasonably, to be set aside as a reserve for the payment of costs and expenses of the Partnership anticipated during a subsequent period relating to the operation of the Partnership Business;

(D) amounts paid or payable to the General Partner under Clause .11 to the extent the amounts have not been deducted under (iii); and

(E) any negative balance of Distributable Cash determined for the immediately preceding period;

(z) "**EBITDA**" shall have the meaning ascribed to such term in the Credit Agreement;

(aa) "**Event of Default**" has the meaning given to it in Clause 1.2;

(bb) "**Financial Covenants**" has the meaning given to it in Clause 1.6;

(cc) "**First Amended Partnership Agreement**" has the meaning given to it in the preamble;

(dd) "**Fiscal Year**" means that period described in Clause 2.5;

(ee) "**Fixed Charge Coverage Ratio**" shall have the meaning ascribed to such term in the Credit Agreement;

(ff) "**GAAP**" means, at any time, accounting principles generally accepted in Canada as recommended in the Handbook of the Canadian Institute of Chartered Accountants, at the relevant time applied on a consistent basis subject to Clause 1.6;

(gg) "**General Partner**" means 1141273 Alberta Ltd. or any other Person who may from time to time become the general partner of the Partnership in place of or in substitution for 1141273 Alberta Ltd.;

(hh) "**GHIS**" means Global Healthcare Investments & Solutions, LLC, a corporation formed under the laws of Nevada;

(ii) "**Income**" means, for each Fiscal Year of the Partnership, an amount equal to the aggregate of the Partnership's net income for such Fiscal Year from any source determined under the Act and the Partnership's net capital gains determined under the Act from the disposition of any of its assets;

(jj) "**Lenders**" shall have the meaning ascribed to such term in the Credit Agreement;

(kk) "**LifeMark**" means LifeMark Health Management Inc.;

(ll) "**LifeMark IP Sale**" has the meaning given to it in the preamble;

(mm) "**Limited Partner**" means each Person, other than the General Partner, who holds one or more Units, including Alaris and Centric, and "Limited Partners" means all such Persons;

(nn) "**Liquidation Event**" means in respect of any Person:

(i) the institution by such Person of any proceeding to be adjudicated a bankrupt or insolvent or to be dissolved, liquidated or wound-up, or the consent of such Person to the institution of bankruptcy, insolvency, dissolution, liquidation or winding-up proceedings against it;

(ii) the filing of a petition, answer or consent seeking dissolution or winding-up of such Person under any bankruptcy, insolvency or analogous laws, including without limitation the *Companies' Creditors Arrangement Act* (Canada) and the *Bankruptcy and Insolvency Act* (Canada), and the failure by such Person to contest in good faith any such proceedings commenced in respect of such Person within ten (10) days of becoming aware thereof;

(iii) the consent by such Person to the filing of any such petition or to the appointment of a receiver;

(iv) the making by such Person of a general assignment for the benefit of creditors;

(v) the admission in writing by such Person of its inability to pay its debts generally as they become due; or

(vi) the liquidation, dissolution or winding-up of such Person or other distribution of assets of such Person among its partners, shareholders or owners and/or creditors for the purpose of the liquidation of such Person's assets or the winding-up of its affairs;

(oo) "**Loan Agreement**" means the participating note issued by LifeMark in favour of the Partnership dated September 21, 2006, as such participating note may be amended, amended and restated or otherwise replaced from time to time, as permitted hereunder;

(pp) "**Loss**" means, for each Fiscal Year of the Partnership, an amount equal to the aggregate of the Partnership's non-capital losses for such Fiscal Year from any source determined under the Act and the Partnership's net capital losses determined under the Act from the disposition, or deemed disposition, of any of its assets;

(qq) "**Non-Qualifying Assets**" has the meaning given to it in Clause 3.3;

(rr) "**Non-Qualifying Business**" has the meaning given to it in Clause 3.3;

(ss) **"Ordinary Resolution"** means a resolution passed by more than 50% of the votes cast by Partners holding Units with voting rights at a duly constituted meeting of the Partners or, alternatively, a resolution in writing signed in one or more counterparts by Partners holding more than 50% of the Units entitled to vote at such meeting;

(tt) **"Original Partnership Agreement"** has the meaning given to it in the preamble;

(uu) **"Original Partners"** has the meaning given to it in the preamble;

(vv) **"Partner"** means any Limited Partner or the General Partner, and **"Partners"** means all Limited Partners and the General Partner;

(ww) **"Partnership"** means the limited partnership formed pursuant to this Agreement;

(xx) **"Partnership Assets"** means all assets and property, whether tangible or intangible and whether real or personal, at any time owned by the Partnership;

(yy) **"Partnership Business"** means the business of the Partnership as described in Clause 3.3;

(zz) **"Person"** includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated organization, unincorporated syndicate, trust, body corporate and an individual in his or her capacity as trustee, executor, administrator or other legal or personal representative;

(aaa) **"Plan of Arrangement"** shall have the meaning ascribed to such term in the Arrangement Agreement;

(bbb) **"Preferred Distributions"** has the meaning given to it in the definitions contained in Schedule A;

(ccc) **"Preferred Unit Approval"** means the written approval or consent of all of the holders of Preferred Units, such consent not to be unreasonably withheld or delayed;

(ddd) **"Preferred Unit Consent Matters"** means any action or proposal to implement or enter into any of the matters described in Clause 6.2(a) and Clause 21.2;

(eee) **"Preferred Units"** means the preferred units in the Partnership with the terms set out in Schedule A to this Agreement;

(fff) **"Prepayment"** has the meaning given to it in Clause 1.3;

(ggg) **"Receiver"** has the meaning given to it in Clause17.3;

(hhh) **"Record Date"** means the date described in Clause 15.4;

(iii) **"Residual Units"** means residual units in the Partnership with the terms set out in Schedule A to this Agreement;

(jjj) **"Revolving Facility"** means the $35,000,000 revolving term loan facility created under the Credit Agreement;

(kkk) **"Security Interest"** shall have the meaning ascribed to such term in the Credit Agreement;

(lll) **"Senior Credit Facility"** means the credit facilities as described in the Credit Agreement;

(mmm) "**Senior Debt**" shall have the meaning ascribed to such term in the Credit Agreement;

(nnn) "**Senior Debt to EBITDA Ratio**" shall have the meaning ascribed to such term in the Credit Agreement;

(ooo) "**Subsidiary**" has the meaning ascribed thereto in the *Securities Act* (Alberta) as in effect on the date hereof;

(ppp) "**Special Resolution**" means a resolution passed by 67% or more of the votes cast by holders of each class of Units with voting rights at a duly constituted meeting of the Partners called for the purpose of considering such resolution or, alternatively, a resolution in writing signed in one or more counterparts by Partners holding 67% or more of the Units in each class held by Partners entitled to vote on such resolution at a meeting;

(qqq) "**Supplemental Facility**" means the non-revolving term loan facility contemplated by the Credit Agreement in an amount to be determined up to $40,000,000;

(rrr) "**Tax**" or "**Taxes**" means all present and future taxes, rates, levies, imposts, assessments, dues, government fees, stamp taxes, deductions, charges or withholdings, and all liabilities with respect thereto, and any interest, additions to tax and penalties imposed with respect thereto;

(sss) "**Term Facility**" means the $160,000,000 non-revolving term loan facility created under the Credit Agreement;

(ttt) "**Transfer**" means to sell, assign, gift, pledge, mortgage, grant a security interest in, exchange or otherwise convey an interest, including a purchase of Units by the Partnership;

(uuu) "**Transfer Form**" means the transfer form, power of attorney and counterpart execution substantially in the form attached to the form of Certificate attached to this Agreement as Schedule B;

(vvv) "**Units**" means the units in the Partnership including, without limitation, the Preferred Units and the Residual Units, with those rights and interests of a holder of such units in and to the revenues, income, loss and assets of the Partnership as set out in this Agreement, and all rights and benefits incidental thereto; and

(www) "**Wilful Breach**" means [redacted]:

(i) [redacted]

(ii) [redacted]

definition

1.2 Events of Default

Each of the following shall be considered an "Event of Default" under this Agreement:

(a) the occurrence of a Liquidation Event of the Partnership, LifeMark or Centric;

(b) LifeMark, Centric or the Partnership ceases to carry on business in the normal course;

(c) Centric or the Partnership defaults in the performance or observance of any of the covenants, agreements, terms, conditions or provisos on its part to be kept, observed or performed pursuant to the Credit Agreement, [redacted]

Cure period

(d) LifeMark or the Partnership defaults in the performance or observance of any of the covenants, agreements, terms, conditions or provisos on LifeMark's or the Partnership's part to be kept, observed or performed pursuant to the Loan Agreement, and such default is not cured or waiver within [redacted] days from LifeMark receiving notice of such default, or if the Partnership fails to give notice of such default, within [redacted] days of the occurrence thereof;

Numerical Value

(e) the Partnership or the General Partner (on behalf of the Partnership) fails to make payment of any Preferred Distributions to the holders of Preferred Units when due, and such default is not cured within [redacted] days;

(f) the Partnership or the General Partner (on behalf of the Partnership) defaults in the performance or observance of any of the covenants, agreements, terms, conditions or provisos on the Partnership's or General Partner's part to be kept, observed or performed pursuant to this Agreement and such default is not cured within [redacted] days of the date of such failure subject to the applicability of any shorter cure periods which are specifically set forth in this Clause 1.2;

(g) the Partnership or the General Partner (on behalf of the Partnership) carries out a Preferred Unit Consent Matter without obtaining Preferred Unit Approval as required pursuant to this Agreement; and

(h) the failure of the Partnership to pay any Prepayment owing pursuant to Clause 1.3 and such Prepayment remains unpaid for a period of thirty (30) days.

1.3 Prepayment for Certain Defaults

Notwithstanding LifeMark and the Partnership's ability to cure the following defaults prior to any such default becoming an Event of Default, if (i) [redacted] or (ii) Centric or the Partnership, as applicable defaults under Clauses 1.2(c), (e) or (f). herein, on [redacted] separate occasions within any [redacted] month period during the term of this Agreement, the holders of Preferred Units shall have the right to cause the Partnership to pay, and the Partnership shall have the obligation pay, an amount equal to [redacted] months of the then current monthly aggregate cash distributions payable to the holders of the Preferred Units pursuant to Schedule A as a prepayment for future cash distributions (the "**Prepayment**"). The holders of the Preferred Units shall invest such Prepayment in a segregated account for the benefit of the holders of the Preferred Units and

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all interest earned on that invested Prepayment shall accrue to the credit of, and be paid annually to, the Partnership. In the event LifeMark, Centric and/or the Partnership has cured the current default and the Partnership has made the Prepayment in respect of such default and there has been no further payment default by LifeMark under the Loan Agreement or default by Centric or the Partnership under Clause 1.2(c), (e) or (f) of this Agreement for a period of [redacted] consecutive months, the Partnership shall be entitled to direct the holders of the Preferred Units to apply the Prepayment to the current cash distributions payable as they become due until the Prepayment has been reduced to nil; provided that, in the event of a further default by LifeMark under the Loan Agreement or further default by Centric or the Partnership under Clause 1.2(c), (e) or (f) of this Agreement, the terms of this clause shall apply again. For greater certainty, the maximum Prepayment amount at all times shall not exceed [redacted] months of the then current monthly aggregate cash distributions as prepayment for future distributions.

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1.4 Rights and Obligations upon an Event of Default

Upon an Event of Default, the following shall occur:

(a) [redacted]

(b) [redacted]

remedies

1.5 Interpretation

In this Agreement:

(a) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require, and the verb shall be read and construed as agreeing with the required word and pronoun;

(b) the division of this Agreement into articles and clauses and the use of headings is for convenience of reference only, and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions;

(c) all dollar amounts are expressed in Canadian funds; and

(d) a reference to a statute shall include every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation which supplements or supersedes any such statute or regulation.

1.6 Accounting Practices

All calculations for the purposes of determining compliance with the financial ratios and financial covenants contained in this Agreement shall be made in accordance with GAAP on a basis consistently applied for each Fiscal Year. In the event of a material change in GAAP or following the adoption of International Financial Reporting Standards by Centric, and where such change or adoption would cause an amount required to be determined for the purposes of a financial tests or ratios included within the definition of "Preferred Unit Consent Matter" (the "**Financial Covenants**") to be materially different than the amount that would be determined without giving effect to such change or adoption, the General Partner shall notify all of the Limited Partners holding Preferred Units of such change (an "**Accounting Change**"). Such notice (an "**Accounting Change Notice**") shall describe the nature of the Accounting Change, its effect on the current and immediately prior year's financial statements in accordance with GAAP and state whether the General Partner desires to revise the method of calculating the Financial Covenant (including the revision of any of the defined terms used in the determination of such Financial Covenants) in order that the amounts determined after giving effect to such Accounting Change and the revised method of calculating such Financial Covenants will approximate the amount that would be determined without giving effect to such Accounting Change and without giving effect to the revised method of calculating such Financial Covenants. The Accounting Change Notice shall be delivered to all of the Limited Partners holding Preferred Units within sixty (60) days of the end of the fiscal quarter in which the Accounting Change is implemented, or, if such Accounting Change is implemented in the fourth fiscal quarter or in respect of an entire Fiscal Year, within ninety (90) days of the end of such period.

If, pursuant to the Accounting Change Notice, the General Partner does not indicate that it desires to revise the method of calculating the Financial Covenants, the Limited partners holding Preferred Units may within thirty (30) days of its receipt of the Accounting Change Notice, and by way of Preferred Unit Approval, notify the General Partner that it wishes to revise the method of calculating the Financial Covenants in the manner described above.

If either the General Partner or the Limited Partners holding Preferred Units (by way of Preferred Unit Approval) so indicate that they wish to revise the method of calculating the Financial Covenants, the Partners shall in good faith attempt to agree on a revised method of calculating the Financial Covenants. If, however, within sixty (60) days of the foregoing notice being delivered by the General Partner or the Limited Partners holding Preferred Units, the Partners have not reached agreement in writing on a revised method of calculating the Financial Covenants, such method of calculation shall be referred to Accounting Mediation which shall determine the method of calculation to be used for such Financial Covenants in order to best maintain the calculation of such Financial Covenants as of the date hereof. For greater certainty, if no notice of a desire to revise the method of calculating the Financial Covenants in respect of an Accounting Change is given by either the General Partner or the Limited Partners holding Preferred Units (by way of Preferred Unit Approval) within the applicable time period described above, the method of calculating the Financial Covenants shall be revised in response to such Accounting Change and all amounts to be determined pursuant to the Financial Covenants shall be determined giving effect to such Accounting Change.

1.7 Securities Transfer Act

Each Unit is a security for the purposes of the *Securities Transfer Act* (Alberta) and any other similar legislation in Canada.

2. THE PARTNERSHIP

2.1 Formation

The General Partner and the Limited Partners agree to form a limited partnership pursuant to the laws of the Province of Alberta and the provisions of this Agreement effective upon the filing of the Declaration with the Registrar in accordance with the *Partnership Act* (Alberta).

2.2 Name

The name of the Partnership shall be LifeMark Health Limited Partnership or such other name as the General Partner may from time to time deem appropriate. The General Partner shall promptly advise each Limited Partner of any change in the name of the Partnership.

2.3 Office

The office of the Partnership shall be located at 4300 Bankers Hall West, 888 – 3rd Street S.W., Calgary, Alberta, T2P 5C5, or at such other or additional locations as the General Partner may from time to time determine. The General Partner shall promptly advise each Limited Partner of any change in the location of the office of the Partnership.

2.4 Term

The Partnership shall commence on the date of filing of the certificate required under the *Partnership Act* of Alberta, and shall continue until the earlier of:

(a) the date on which the Partnership is dissolved in accordance with the terms of this Agreement; or

(b) December 31, 2084.

2.5 Fiscal Year

Subject to the General Partner determining otherwise, the first fiscal period of the Partnership shall end on December 31, 2005 and thereafter each fiscal period shall commence on January 1 in each year and shall end on the earlier of December 31 in that year or on the date of dissolution or other termination of the Partnership. Each fiscal period is herein referred to as a "Fiscal Year".

3. BUSINESS OF THE PARTNERSHIP

3.1 Qualification of Partnership

The Partnership shall qualify to do business in the Province of Alberta as a limited partnership under the applicable laws and regulations of such province. The Partnership shall likewise qualify to engage in business in such other jurisdictions, as the General Partner shall determine to be appropriate.

3.2 Property Held by General Partner

(a) Title to the Partnership Assets, whether real, personal or mixed, or tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in the Partnership Assets or any portion of it.

(b) Notwithstanding Clause 3.2(a), for administrative convenience, and without altering or affecting the rights and interests provided in this Agreement, the Partnership Assets may be held in the name of the General Partner or a corporation incorporated for the sole purpose of holding title to Partnership Assets as bare trustee for the Partnership, and for the use and benefit of the Partners in accordance with the terms and provisions of this Agreement, until such time as the General Partner shall determine that it is advisable for Partnership Assets to be held or registered in the name of the Partnership, another nominee or otherwise.

3.3 Business of Partnership

The business of the Partnership shall be activities which are directly or indirectly related to the provision of medical, rehabilitative, education and wellness services whether carried on directly or indirectly through an Affiliate, an Associate or other related party (the "**Partnership Business**"). The Partnership may also engage in such other necessary or related activities as the General Partner deems advisable in order to carry on its business as aforesaid. The Partnership may also acquire and hold ownership interests in another Person where that other Person engages in a business that has assets ("**Non-Qualifying Assets**") or a business (a "**Non-Qualifying Business**") which is not related to the Partnership Business, provided that such Non-Qualifying Assets or Non-Qualifying Business are acquired in a transaction or series of related transactions involving the acquisition of assets, the majority of which are used in the conduct of a business which is previously described. If the Partnership acquires Non-Qualifying Assets or a Non-Qualifying Business, the Partnership will use reasonable efforts to dispose of such Non-Qualifying Business or Non-Qualifying Assets, as the case may be, within a reasonable period of time having regard to such considerations as the board of directors of the General Partner may, in its discretion, consider relevant including, without limitation, current and anticipated market conditions for such business or assets. The Partnership shall not carry on any other business than as permitted in this Clause.

3.4 Restrictions on Business

The Partnership shall not carry on business in any jurisdiction unless the laws of that jurisdiction limit the liability of the Limited Partners to substantially the same extent that such Limited Partners enjoy limited liability under the laws of the Province of Alberta, and unless the General Partner has taken all steps which may be required by the laws of that jurisdiction for the Limited Partners to benefit from such limited liability.

4. PARTNERSHIP UNITS

4.1 Division into Units

(a) The Partnership is authorized to issue:

(i) one class of Units, designated as "Residual Units", in an unlimited number; and

(ii) one class of Units, designated as "Preferred Units", in an unlimited number.

(b) Concurrently with the execution and delivery of this Agreement, all of the issued and outstanding Class "C" Preferred Units previously issued by the Partnership have been exchanged, pursuant to an exchange agreement between Alaris and the Partnership of even date herewith, for Preferred Units on the following basis: for every one (1) Class "C" Preferred Unit issued and outstanding, the Partnership has issued one (1) Preferred Unit as fully paid and non-assessable in consideration for the cancellation of that Class "C" Preferred Unit. The Preferred Units issued as a result of such exchange shall have the rights, privileges, restrictions and conditions as set forth in this Agreement and Schedule A attached hereto.

(c) The Class "A" Preferred Units, the Class "B" Preferred Units and the Class "C" Preferred Units previously authorised to be issued by the Partnership (of which there are none issued or outstanding as a result of the exchange described in Section 4.1(b)) shall be cancelled.

4.2 Issued and Outstanding Units

The number and class of Units currently issued and outstanding in respect of the Partnership is as follows:

Holder	Units Held
Alaris	[redacted] Preferred Units
Centric	[redacted] Residual Units

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4.3 Issuance of Units

Except as otherwise provided in Clauses 21.2, there shall be no restriction on the number of Units that the Partnership may issue from time to time, nor on the number of Units that a Limited Partner is entitled to hold. No fractional Units shall be issued.

4.4 No Contribution Required by General Partner

The General Partner shall be permitted to acquire, subscribe for and own Units. Except as may be required in its capacity as holder of Units, the General Partner shall have no obligation to contribute capital to the Partnership.

4.5 Advances to Partnership

If any Limited Partner advances funds to the Partnership in excess of the Capital Contribution of the Limited Partnership, that advance shall not result in any increase in the Capital Contribution of the Limited Partner. The amounts of any such advance shall be a debt of the Partnership to that Limited Partner and shall be payable or collectable only out of the Partnership Assets in accordance with the terms and conditions upon which the advances are made. No Limited Partner shall be required to advance funds to the Partnership in excess of an amount equal to the Limited Partner's Capital Contribution.

4.6 Liability of Limited Partners

Each Unit on issuance shall be fully paid and shall not be subject to assessment for additional Capital Contributions.

5. PARTNERSHIP UNIT CERTIFICATES

5.1 Issuance

The General Partner shall issue to each holder of a Unit a Certificate, substantially in the form attached as Schedule B to this Agreement, indicating that the registered holder thereof is the owner of the number of Units set out on the Certificate. Every Certificate shall be manually signed by at least one signing officer of the General Partner.

5.2 Delivery

A Certificate may be sent by registered or first class prepaid mail or delivered to the registered holder and neither the General Partner nor the Partnership shall be liable for any loss by a Limited Partner that results from the loss of a Certificate so sent.

5.3 Lost Certificates

If any Certificate is lost, mutilated, stolen or destroyed, the General Partner shall issue a replacement Certificate to the relevant Partner upon receipt of evidence satisfactory to the General Partner of such loss, mutilation, theft or destruction, and upon receiving such indemnification as it deems appropriate in the circumstances.

5.4 Registration

Units may only be registered in the name of one Person, unless otherwise determined by the General Partner.

6. TRANSFER OF UNITS

6.1 General

No Partner may Transfer any of the Units owned by it except to Persons and in the manner expressly permitted in this Agreement. Any attempted Transfer of Units made in violation of this Agreement will be null and void and the General Partner will not approve any Transfer of Units made in contravention of this Agreement.

6.2 Restrictions on Transfer

(a) Except for a Transfer to an Affiliate and a pledge of or grant of security interest in a Unit as security for indebtedness or other obligations, no transferee of Units shall be entitled to become a Limited Partner, except upon the written consent of the General Partner, which consent may be withheld in the sole discretion of the General Partner, and Preferred Unit Approval. Even though a transferee of Units is not admitted as Limited Partner, such transferee shall have all rights to cash distributions, Income, Loss and all items which are separately allowable for income tax purposes, tax credits and other income tax related amounts and all amounts distributed pursuant to Article 8 relating to the ownership or such Units. A transferee not admitted as a Limited Partner shall have no right to vote or otherwise participate at meetings of Partners and shall not be entitled to the benefits of, or to exercise any of the rights of a Limited Partner (including, without limitation, the rights of a holder of Preferred Units) under, this Agreement, except as expressly set forth in this Section 6.2(a).

(b) Notwithstanding any provision of this Agreement to the contrary, no Transfer of any Unit shall be made (and no purported Transfer shall be deemed effective for any purpose or vest any rights in the proposed transferee) if the Transfer:

  (i) would violate the applicable Canadian or other securities law or the rules, regulations and policies of the securities regulatory authorities or any other governmental authorities with jurisdiction over the Transfer; or

  (ii) would affect the Partnership's existence or qualification as a limited partnership under any applicable federal, provincial, state or local law.

6.3 Securities Legislation Applicable

Any sale or other disposition by a Partner of a Unit shall be subject to all applicable securities legislation.

6.4 Form of Transfer

Except for Transfers to Affiliates and the pledge of or grant of a security interest in Units as security for indebtedness or other obligations, no Transfer of any Units shall be effective (and no purported Transfer shall be deemed effective for any purpose or vest any rights in the proposed transferee) unless the proposed transferee shall first submit to the General Partner a properly completed and executed Transfer Form, together with the Certificate representing such Units.

6.5 Effective Date of Transfer

Provided that the conditions to a Transfer hereunder are satisfied, the transferee's name will be entered on the register of holders of Units as at the date of Transfer, and the transferee, if not already a Partner, will become a Limited Partner upon the filing and recording by the General Partner of all certificates and other documents required by law.

6.6 New Certificates

A new Certificate for Units transferred in accordance with the foregoing provisions shall be issued to the transferee. In the case of a Transfer of less than all of the Units represented by a Certificate, a new Certificate for the balance of the Units retained by the transferor shall be issued.

6.7 No Recognition of Trusts

The General Partner shall not be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Units or any interests therein are subject, to ascertain or inquire whether any sale or other disposition of any such Units or interest therein by a Partner or his personal representative is authorized by such trust, charge, pledge or equity or to recognize any Person having any interest therein except for the Person recorded as the registered holder thereof. No sale or other disposition made in accordance with the provisions of this Article 6 shall relieve the transferor from any obligations to the Partnership incurred prior to the sale or other disposition becoming effective, including any liability for reimbursement to the Partnership of any amounts distributed to the transferor by the Partnership which may be necessary to restore the capital of the Partnership to the amount existing immediately prior to such distribution as referred to in Clause 14.1.

6.8 Transferee Deemed a Party to this Agreement

Any transferee who has completed and delivered a Transfer Form shall be deemed to have:

(a) requested the Transfer of the Units specified in the Transfer Form to him;

(b) agreed to comply with and be bound by all the terms and conditions of this Agreement;

(c) granted to the General Partner the power of attorney described in Article 19 of this Agreement; and

(d) made the consents and waivers contained in this Agreement.

6.9 Expenses

All expenses incurred in connection with a Transfer of Units shall be borne by the transferor and no Transfer shall be made until the expenses (in an amount determined by the General Partner, in its sole discretion, acting reasonably) are paid or provision is made, it being understood that the General Partner may require provision for the expenses (in an amount determined by the General Partner, in its sole discretion, acting reasonably) and will return the excess, if any, to the transferor after the Transfer of Units is completed.

6.10 Continuation of Partnership

The Partnership shall not be dissolved or terminated by reason only of the admission of any new Partner or the withdrawal or removal (subject to Clause 17.1(c)) or upon the Transfer of any Unit. No additional Partner will become a Partner until all filings and recordings required by law have been duly made.

6.11 Change of Residence

In the event a holder of Units becomes a "non-resident" of Canada within the meaning of the Act, such holder shall be disqualified from being a holder of Units and the Partnership shall have the right to redeem that holder's Units for their fair market value at the time that the holder of Units becomes a disqualified from being a holder of Units, or any one or more other holders of Units may acquire from such holder prior to any such redemption of such Units.

7. AUDITING AND REPORTING

7.1 Books of Account

The General Partner must keep and maintain, or cause to be kept and maintained, at its principal place of business, full, complete and accurate books of account and records of the business of the Partnership and of the General Partner. A holder of Preferred Units may, upon two (2) Business Days' written notice to the General Partner, inspect copies of the books and records of the Partnership and of the General Partner during normal business hours. In addition to the audit referred to in Clause 7.3 hereof, and without limitation of any audit rights any holder of Units may have pursuant to any other agreement among the parties hereto, a Limited Partner may, at its expense and upon reasonable written notice to the General Partner, audit the books of account and records of the business of the Partnership and the General Partner.

7.2 Appointment of Auditors

The Partnership will retain the Auditors to review and report to the Partners upon the financial statements of the Partnership for, and as at the end of each Fiscal Year. The Auditors may be replaced or a new Auditors may be appointed by the General Partner with Preferred Unit Approval.

7.3 Yearly Reporting

(a) Upon written request of a Partner (other than Alaris), the General Partner or Centric will deliver to such Partner (other than Alaris) the annual audited consolidated financial statements of Centric, within [redacted] days after the end of Centric's fiscal year in respect of which such request was made. Numerical Values

(b) As soon as available and in any event within [redacted] days after the end of each of Centric's fiscal years, the General Partner or Centric will deliver to Alaris (provided Alaris is a holder of Preferred Units):

(i) the annual audited consolidated financial statements of Centric including, without limitation, balance sheet, statement of income and retained earnings and statement of cash flows for such fiscal year, a comparison to the budget set forth in the Annual Business Plan for the previous year and management discussion and analysis ("**MD&A**"), which, other than MD&A, shall be prepared in accordance with GAAP;

(ii) copies of all "management letters" submitted by the Auditors in connection with Centric's audited financial statements;

(iii) such other information as is required to be provided to Limited Partners pursuant to applicable legislation or is material to the business of the Partnership or as may be requested by Alaris acting reasonably; and

(iv) information concerning the amount of Income or Loss and credits and charges to capital and to the current accounts allocated to Alaris and such other information as may be necessary to enable Alaris to file Canadian income tax returns with respect to Alaris' income from the Partnership in respect of such Fiscal Year.

7.4 [redacted] Reporting

reporting Period + reporting information

As soon as available and in any event within [redacted] days of the end of each of Centric's [redacted] the General Partner or Centric will deliver to Alaris (provided Alaris is a holder of Preferred Units) as at the end of such [redacted] unaudited financial statements of Centric prepared on a consolidated basis, including, without limitation, balance sheet, statement of income and retained earnings, statement of cash flows, [redacted] and MD&A which, other than MD&A, shall be prepared in accordance with GAAP (subject to usual year end adjustments).

7.5 [redacted]

Within [redacted] days after the end of each of Centric's [redacted], Centric will deliver to Alaris (provided Alaris is a holder of Preferred Units) [redacted].

7.6 Accounting Policies

The General Partner may establish, from time to time, accounting policies with respect to the financial statements of the Partnership and may change, from time to time, any policy that has been so established provided that such policies are consistent with the provisions of this Agreement, with GAAP or International Financial Reporting Standards and with any requirements of the applicable securities laws of Canada or the requirements of any stock exchange on which the shares of Centric or Alaris Corp. are listed that may be necessary to enable Centric or Alaris Corp. to comply with its obligations under such applicable securities laws or stock exchange requirements.

7.7 Additional Information

The parties hereto and the Partnership acknowledge that Centric and Alaris Corp. are reporting issuers under applicable laws regarding securities including under the *Securities Act* (Alberta) and the *Securities Act* (Ontario) and their respective securities may be listed on one or more stock exchanges and in that regard may have continuous and other disclosure obligations. Without limitation of any other provision of this Agreement, the parties hereto and the Partnership shall provide to Centric or Alaris Corp., to the same extent as if the Partnership were a reporting issuer under such laws and listed on such stock exchanges, on a timely basis, all information related to the Partnership Business, operations, results of operations and conditions (financial or otherwise) and events that may reasonably be expected to have a significant effect on the foregoing or on the value or price of the Units. The parties hereto and the Partnership further acknowledge that the Partnership may be an "operating entity" of Centric or Alaris Corp. under such applicable securities laws including, without limitation, under the *Securities Act* (Alberta) and under National Policy 41-201 of the Canadian Securities Administrators and the parties hereto and the Partnership agree to comply with all requirements of such laws and policies applicable to it as an operating entity as in force from time to time.

8. ALLOCATION AND PAYMENT OF CASH DISTRIBUTIONS

8.1 Allocation and Payment

Any cash distribution made by the Partnership shall be allocated between the General Partner and the Persons who are the holders of record of Units as of the close of business on the last day of the month preceding the month in which the cash distribution is paid, as follows:

(a) 0.01% to the General Partner; and

(b) 99.99% to the Limited Partners, to be and paid in accordance with the terms of the Units as set out in Schedule A and under this Agreement.

8.2 All Holders of Units of Each Class Equal

All allocations and payments of cash distributions shall be made among the holders of each class of Units, including the General Partner, if it owns any Units, in the proportion which the number of Units of each class held by a Partner bears to the aggregate number of Units in the class held by all Partners.

8.3 Debits to Capital Accounts

All distributions shall be debited to the Capital Account of each Limited Partner.

8.4 Timing of Distributions

Subject to the rights of each class of Units, all cash distributions to be made under Article 8 shall be determined by the General Partner, provided that for greater certainty any distributions on Preferred Units not paid in full at the time and in the amounts prescribed by Schedule A shall accumulate and shall entitle the holders of Preferred Units to exercise the rights set out in Schedule A and Clauses 1.2, 1.3 and 1.4.

9. ALLOCATION OF INCOME AND LOSS

9.1 Individual Capital Accounts

An individual Capital Account shall be established and maintained by the General Partner for each Limited Partner, and each Limited Partner shall be credited with the amount of the aggregate Capital Contribution attributable to the Units held by it. All allocations of Income or Loss including allocations under Clause 9.3 herein shall be credited or debited to the Capital Account of the Limited Partner for whom the allocation was made and all amounts distributed shall be allocated to the Capital Accounts. No Limited Partner shall be entitled to withdraw any part of his Capital Account or to receive any distribution or return of the Capital Contribution attributable to its Units except as provided for in this Agreement.

9.2 Interest on Capital Contributions

No Limited Partner shall be entitled to interest on the amount of the Capital Contribution attributable to its Units.

9.3 Allocation

All Income and Losses for any Fiscal Year and all items which are separately allowable for income tax purposes, tax credits and other income tax related amounts shall be allocated among the holders of Units and the General Partner in the same manner as set out in Clause 8.1. The amount of Income or Loss allocated to holders of Units may exceed or be less than the amount of cash distributed to such holder of Units. Notwithstanding the foregoing, for the Fiscal Year ending December 31, 2011, the Income of the Partnership shall be allocated as follows:

(a) [redacted]

(b) [redacted]

(c) [redacted]

Income Allocation

9.4 All Holders of Units of Each Class Equal

Allocations of Income, Loss and all items which are separately allowable for income tax purposes, tax credits and other income tax related amounts shall be made among the holders of each class of Units, including the General Partner, if it owns any Units, in the proportion which the number of Units of each class held by a Partner bears to the aggregate number of Units in the class held by all Partners.

9.5 Method of Allocation

The General Partner will use reasonable best efforts to ensure that Limited Partners who receive a cash distribution will be allocated their proportionate share of the Income of the Partnership as determined in Schedule A. All Partners agree to be bound by the allocations of Income, Loss and all items which are separately allowable for income tax purposes, tax credits and other income tax related amounts provided for in this Agreement.

10. OBLIGATIONS AND AUTHORITY OF THE PARTNERS

10.1 Authority of General Partner

Subject to any specific restrictions otherwise created under this Agreement (including, without limitation, any matter which is a Preferred Unit Consent Matter), the General Partner shall have exclusive authority to manage the operations and affairs of the Partnership, to make all decisions regarding the business of the Partnership and to bind the Partnership. The General Partner shall have all rights and powers which may be possessed by a general partner pursuant to the *Partnership Act* of Alberta and such rights and powers otherwise conferred by law. No Person dealing with the Partnership shall be required to verify the power of the General Partner to take any action or make any decision in the name of the Partnership. Without limiting the foregoing, the General Partner shall have the authority to:

(a) manage all the activities of the Partnership and to take all action necessary or appropriate, but in all circumstances in pursuance of the business of the Partnership or ancillary thereto, including, without limiting the generality of the foregoing:

(i) employ personnel, agents or representatives including a management company with such powers and duties, upon such terms and conditions, at such places and for such compensation as in the judgment of the General Partner may be necessary or advisable in carrying on the business of the Partnership;

(ii) employ such legal, accounting, management, marketing and evaluation services and advice as in the judgment of the General Partner may be appropriate in the conduct of the affairs of the Partnership;

(iii) purchase and maintain equipment and materials of all kinds for use in the business of the Partnership;

(iv) cause the Partnership to acquire, sell, Transfer or otherwise dispose of (subject to any prior approval of Limited Partners, if required pursuant to the terms of this Agreement), mortgage, pledge, encumber, hypothecate or exchange any or all of the Partnership Assets or merge into or merge or consolidate with another entity if permitted by the Act of any other applicable law or regulation;

(v) use the Partnership Assets (including, without limitation, cash on hand) for any purpose and on any terms it sees fit, including, without limitation, the financing of Partnership operations, the lending of funds to other Persons (subject to receipt of any prior approval of the Limited Partners, if required, pursuant to the terms of this Agreement), other than the General Partner, the repayment of obligations of the Partnership, the conduct of additional Partnership operations and the purchase or acquisition of interests in properties or other assets, or the acquisition of any other assets or interests in property as may be deemed appropriate in its sole discretion in connection with Partnership operations;

(vi) negotiate and execute on terms deemed desirable in its sole discretion, and to cause the Partnership to perform any contracts, conveyances, or other instruments that it considers useful or necessary to the conduct of Partnership operations or the implementation of its powers under this Agreement;

(vii) qualify the Partnership to do business in any province or territory of Canada or any state, territory, dependency or other territorial division of the United States or any other country or territorial division;

(viii) distribute cash or Partnership Assets to the Partners in accordance with the provisions of this Agreement;

(ix) borrow money and from time to time without limit as to the amount, to draw, make, execute and issue promissory notes, evidences of indebtedness and all other negotiable or non-negotiable instruments;

(x) provide financial assistance to any person including, without limitation, by way of a loan, guarantee, loan purchase, share purchase, equity contribution or any credit support arrangement of any nature whatsoever, to assure payment to the holder of any indebtedness of such person;

(xi) maintain or cause to be maintained records of all rights and interests acquired or disposed of by the Partnership, all correspondence relating to the business of the Partnership and the original records (or copies on media as the General Partner may deem appropriate) of all statements, bills and other information furnished to the Partnership in connection with the Partnership Business;

(xii) secure the payment of money borrowed for the Partnership or other indebtedness or liability of the Partnership by a mortgage or other security;

(xiii) open and operate any bank account(s);

(xiv) file returns required by governmental or like authority;

(xv) pay costs and expenditures reasonably incurred by the Partnership;

(xvi) enter into agreements to carry on the Partnership Business;

(xvii) bring or defend on behalf of the Partnership any actions or proceedings in connection with the Partnership Business;

(xviii) make any election that may be made under the Act or any other legislation;

(xix) purchase, lease or otherwise acquire equipment and premises in connection with the Partnership Business;

(xx) take steps as may be necessary to obtain support from government assistance programs; and

(xxi) carry insurance in such amounts and with such coverage as in the judgment of the General Partner may be necessary or advisable with respect to the Properties and other Partnership Assets and the risks and the business of the Partnership;

(b) make all operating decisions concerning the Partnership Business and in general, all decisions concerning the business and activities to be carried on by the Partnership and the manner of operation of all business and activities; and

(c) to engage in any and all acts or activities appropriate, advisable or necessary in the judgment of the General Partner in pursuing the Partnership Business.

The General Partner may contract with any Person to carry out any of the duties of the General Partner under this Agreement and may delegate to a Person any power and authority of the General Partner under this Agreement, but no contract or delegation shall relieve the General Partner of any of its obligations under this Agreement.

10.2 Restriction on Power of General Partner

Without first obtaining a Special Resolution and Preferred Unit Approval, the General Partner shall have no authority to:

(a) do any act in contravention of this Agreement;

(b) do any act which makes it impossible to carry on the Partnership Business; or

(c) consent to any judgment against the Partnership in excess of $250,000.

In addition, without first obtaining Preferred Unit Approval, the General Partner shall have no authority to do any act that is a Preferred Unit Consent Matter.

10.3 Restrictions on General Partner

The General Partner shall conduct the business of the Partnership in the following manner:

(a) funds of the Partnership shall not be commingled with the funds of the General Partner or of any other Person;

(b) the General Partner shall not, without the approval of the Limited Partners by Special Resolution cause or permit the Partnership to:

(i) enter into or become party to any transaction of merger, amalgamation, consolidation, winding-up, plan of arrangement, reorganization or reconstruction with any Person;

(ii) enter into any transaction by way of transfer, liquidation, sale, leave disposition or otherwise whereby all or substantially all of the assets, property or undertaking of the Partnership (or all or substantially all of the assets, property or undertaking of any material Subsidiary of the Partnership) would become the property of any other Person in a single transaction or a series of related transactions; except that the approval shall not be required with respect to a sale in connection with:

(A) the liquidation of the Partnership pursuant to Clause 17.4 of this Agreement; or

(B) any mortgage, pledge or encumbrance of all or any part of the Partnership Assets to secure bona fide indebtedness and other obligations of the Partnership to its commercial bankers; and

(c) the General Partner shall exercise its power and discharge its duties honestly, in good faith and in the best interests of the Partnership, and will exercise the care, diligence and skill that a reasonably prudent Person would exercise in similar circumstances.

10.4 Non-Arm's Length Contracts

The General Partner may enter into contracts with third parties so that services may be rendered to the Partnership and the General Partner or other Persons associated with it may render such services to the Partnership, provided that the services so rendered by the General Partner or by any other Person associated with it are charged to the Partnership at rates which are no less favourable to the Partnership than with those that would be demanded by a third party dealing at arm's length with the General Partner in respect of similar services in the same region.

10.5 Filings Required

The General Partner shall file on behalf of the Partnership such certificates, instruments and documents as may be required under the laws of the Province of Alberta, including a Declaration under the Partnership Act of Alberta, recording the name and the amount of capital contributed by each Limited Partner, and thereafter on a timely basis, whenever required, file any amendment thereto and any other declarations, certificates or amendments thereto that might be required by the laws of the Province of Alberta or any other jurisdiction in which the Partnership may carry on business. If required the General Partner shall file with Canada Revenue Agency on behalf of the Limited Partners an annual information form with respect to the Partnership.

10.6 No Management by Limited Partners

No Limited Partner shall:

(a) take part in the management of the Partnership Business;

(b) execute any document which binds or purports to bind the Partnership or any other Partner as such;

(c) purport to have the power or authority to bind the Partnership or any other Partner as such;

(d) have any authority to undertake any obligation or responsibility on behalf of the Partnership; or

(e) bring any action for partition or sale or otherwise in connection with any interest in the Partnership Business or other property of the Partnership, whether real or personal, or register, or permit to be filed or registered or remain undischarged against the Partnership Business or Partnership Assets, any lien or charge in respect of the interest of the Partner in the Partnership.

10.7 Limitation of Liability and Indemnity

(a) The General Partner and its officers, directors and employees shall not be liable to a Limited Partner for any act or omission that does not constitute actual fraud, negligence, wilful misconduct, a breach of fiduciary duty to the Partnership or to the Limited Partners or a breach of this Agreement if the General Partner or the relevant Person acted (or failed to act) in good faith and in a manner the General Partner or the relevant Person believed to be in the interests of the Partnership;

(b) The General Partner shall indemnify the Partnership and the Limited Partners from any costs, damages, liabilities or expenses (including legal fees and expenses) suffered or incurred by the Partnership or the Limited Partners for an act or omission other than in the circumstances where the General Partner is excluded from liability in accordance with Clause 10.7(a) of this Agreement;

(c) The Partnership shall indemnify the General Partner and its officers, directors, employees from any costs, damages, liabilities or expenses (including legal fees and expenses) suffered or incurred by them arising out of or incidental to the sale of Units, including, without limitation, liabilities under Canadian securities legislation, or in furtherance of the Partnership Business, in the circumstances where the General Partner is excluded from liability in accordance with this Agreement.

10.8 Indemnity of Limited Partners

The General Partner will operate the Partnership to ensure to the greatest extent possible the limited liability of the Limited Partners and will indemnify and hold harmless each Limited Partner (including former Limited Partners) from any costs, damages, liabilities or expenses suffered or incurred by such Limited Partner as a result of the liability of such Limited Partner not being limited in the manner provided in Clause 14.1 unless the liability of such Limited Partner is not so limited as a result of or arising out of any act of such Limited Partner.

10.9 Indemnity of Partnership

The General Partner will indemnify and hold harmless the Partnership from any costs, damages, liabilities, expenses or losses (including legal expenses incurred by the Partnership to defend any action, suit or proceeding based in whole or in part upon allegations indicating that the General Partner has been in contravention of Clause 10.10 if the defence thereof is substantially unsuccessful with respect to such allegations) suffered or incurred by the Partnership that results from or arises out of any act, omission or error in judgment that is a contravention of Clause 10.10 by virtue of the General Partner's failure to maintain or exercise the standard and degree of care, diligence and skill therein required, and no such action, suit or proceeding against the Partnership will be settled unless the settlement is approved by Special Resolution and Preferred Unit Approval.

10.10 Discharge of Duties of General Partner

The General Partner must exercise its powers and discharge its duties under this Agreement honestly and in good faith and in the best interests of the Partnership and in connection therewith must exercise the standard and degree of care, diligence and skill that a reasonably prudent Person experienced in the business of the Partnership would exercise in comparable circumstances.

11. REMUNERATION OF GENERAL PARTNER

11.1 Fees Payable to General Partner

Except as expressly provided for in this Agreement, the General Partner shall not be compensated for its services rendered as General Partner of the Partnership.

11.2 Out-of-Pocket Expenses

Except as otherwise specifically provided by any other provision of this Agreement, the General Partner shall be entitled to be reimbursed by the Partnership for all reasonable out-of-pocket expenses incurred by the General Partner in relation to the business of the Partnership, including, without limitation, all expenses incurred in the course of issuing and selling Units, the cost of establishing the Partnership and preparing and executing this Agreement, the costs of complying with the provisions of Article 7, and all expenses incurred in operating the Partnership Business pursuant to this Agreement.

12. CONFLICTS OF INTEREST

12.1 Other Activities of the General Partner

The General Partner shall devote its full time and attention exclusively to or for the benefit of the Partnership and the Partnership Business and shall not engage in or hold an interest in other businesses, ventures, investments and activities.

12.2 Confidentiality

Notwithstanding any other provision of this Agreement, the General Partner may keep confidential from the Limited Partners, other than Alaris, for such period of time as the General Partner deems reasonably:

(a) any information which the General Partner reasonable believes to be in the nature of trade secrets relating to the Partnership Business;

(b) information the disclosure of which the General Partner in good faith believes is not in the best interests of the Partnership or could damage the Partnership or its business; or

(c) information which the Partnership is required by law or by agreement with third parties to keep confidential.

13. AMENDMENT

13.1 Special Resolution Required

Except as otherwise provided in this Clause 13.1 and in Clause 13.2, this Agreement may only be amended in writing and with the consent of the Limited Partners given by Special Resolution and in the case of a Preferred Unit Consent Matter by Preferred Unit Approval provided that:

(a) this Clause 13.1 may not be amended without the unanimous consent of the Partners (including the holders of Preferred Units) present in person or represented by proxy at a meeting held for such purpose; and

(b) no amendment shall be made to this Agreement which would have the effect of reducing the interest in the Partnership of the General Partner or Limited Partners, changing the liability of any Limited Partner, allowing any Limited Partner to exercise control over the business of the Partnership, changing the right of a Limited Partner to vote at any meeting or changing the Partnership from a limited partnership to a general partnership.

Where amendments are made to the Senior Credit Facility that do not constitute a Preferred Unit Consent Matter, to the extent such amendments relate to and affect the financial or reporting covenants specified in this Agreement, the General Partner may amend such provisions in this Agreement as may be required to mirror such amendments to the Senior Credit Facility without the consent or approval at the time of any Limited Partner. In addition, where the General Partner has obtained Preferred Unit Approval for any amendment under the Senior Credit Facility that is a Preferred Unit Consent Matter, to the extent such amendments relate to and affect the financial or reporting covenants specified in this Agreement, the General Partner may amend such provisions in this Agreement to mirror such amendments to the Senior Credit Facility without requiring further consent or approval of any Limited Partner;

13.2 Amendments by General Partner

The General Partner may, pursuant to the General Partner's powers of attorney from the Limited Partners pursuant to Article 19 herein and without the consent or approval at the time of any Limited Partner (each Limited Partner, by acquiring a Unit, being deemed to consent to any amendment) amend from time to time any provision of this Agreement, and execute, swear to, acknowledge, deliver, file and record all documents required or desirable in connection with it to:

(a) add any provision which is, in the opinion of the solicitors for the Partnership, for the protection or benefit of the Limited Partners or of the Partnership;

(b) effect a change in the name of the Partnership or the location of the principal place of business of the Partnership or the General Partner;

(c) effect the admission, substitution, termination or withdrawal of any Partner in accordance with this Agreement;

(d) effect a change that is not adverse to the interests of the Limited Partners and is necessary to qualify the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any province or state;

(e) effect a change that is necessary or advisable in the opinion of the General Partner to ensure that the Partnership will not be treated as an association taxable as a corporation for United States federal income tax purposes;

(f) effect a change that is:

  (i) necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation or any government agency or authority having jurisdiction over the Partnership or contained in any applicable statute, or

  (ii) required or specifically contemplated by this Agreement to be accomplished by the General Partner acting alone;

(g) effect a change in any provision of this Agreement which requires any action to be taken by or on behalf of the General Partner or the Partnership pursuant to the requirements of applicable Alberta law if the provisions of applicable Alberta law are amended, modified or revoked so that the taking of action is no longer required. The authority set forth in this Clause shall specifically include the authority to make amendments to this Agreement and to the Declaration as the General Partner deems necessary or desirable in the event the Act is amended to eliminate or change any provision now in effect; and

(h) cure an ambiguity or to correct or supplement any provisions contained in this Agreement which may be defective or inconsistent with any other provision contained herein;

provided that the amendment does not and will not, in the opinion of the solicitors for the Partnership, materially adversely affect the interest of any Limited Partner.

13.3 Notice of Amendments

Limited Partners shall be notified of the full details of any amendment to this Agreement within thirty (30) days of the effective date of the amendment.

13.4 Continuation of Partnership on Amendment of the Agreement

The Partnership shall be deemed to continue notwithstanding any amendments which may be made to this Agreement.

14. LIABILITIES OF THE PARTNERS

14.1 Liability of Partners

The General Partner has unlimited liability for the undertakings, liabilities and obligations of the Partnership. The liability of each Limited Partner for the liabilities, undertakings and obligations of the Partnership shall be limited to the amount of the aggregate Capital Contribution attributable to such Limited Partner's Units plus its share of the undistributed Income of the Partnership. A Limited Partner shall have no personal liability or obligation and it will not be liable for any calls or assessments or contributions to the Partnership.

14.2 Release of General Partner

The General Partner is not liable to the Partnership or the Limited Partners for any mistakes or errors in judgment, except fraud, negligence, wilful misconduct, a breach of fiduciary duty or a breach of this Agreement.

15. PARTNERSHIP MEETINGS

15.1 Calling of Meetings

The General Partner may at any time and shall, upon the written request of Limited Partners representing 10% or more of the Units in any class outstanding stating the purpose for which the meeting is to be held, call a meeting of Partners. If the General Partner fails or neglects to call such a meeting within fifteen (15) days after receipt of the written request, any Limited Partner who was a party to the request may call the meeting. Meetings of Partners shall be held at such place in the City of Calgary as the General Partner may designate or, in the event of a meeting called by a Limited Partner as set out above, at such place in the City of Calgary as such Limited Partner may designate.

15.2 Annual Meetings Not Required

The General Partner is not required to hold annual or other periodic meetings.

15.3 Notice

Notice of any meeting of Partners shall be given to each Limited Partner, to the General Partner and to the Auditors. The notice shall be mailed, postage prepaid, at least 21 and not more than sixty (60) days prior to the meeting and shall specify the time and place of the meeting and, in reasonable detail, the nature of all business to be transacted. No notice of adjourned meetings need be given. Accidental failure to give notice to one or more Partners shall not invalidate a meeting or any proceeding thereat.

15.4 Record Date

For the purposes of determining the Limited Partners entitled to vote thereat or to give consents without a meeting as provided in Clause 15.13 of this Agreement, the General Partner may set a Record Date, which Record Date shall not be less than ten (10) days nor more than sixty (60) days prior to the date of the meeting or consent. If no Record Date is set, the Record Date shall be deemed to be the date notice of the meeting is sent to the Limited Partners or the date a Limited Partner first signs the consent, as the case may be.

15.5 Adjournment

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed if the time and place of the adjourned meeting are announced at the meeting at which adjournment is taken, unless the adjournment shall be more than thirty (30) days. At the adjourned meeting, the Partnership may transact business that would have been permitted to be transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with Clause 15.3 of this Agreement.

15.6 Waiver of Notice

The transactions of any meeting of Limited Partners, however called and noticed, and wherever held, are as valid as though they had been approved at a meeting duly held after regular call and notice if a quorum is present either in person or by proxy and if, either before or after the meeting, each of the Limited Partners entitled to vote, not present in person or by proxy, signs a waiver of notice, or consent to the holding of the meeting, or an approval of the minutes thereof. All waivers, consents and approvals shall be filed with the Partnership records or made a part of the minutes of the meeting. Attendance of a Limited Partner at a meeting shall constitute a waiver of notice of the meeting; provided, however, that no waiver shall occur when the Limited Partner objects, at the beginning of the meeting, to the transaction of any business at the meeting because the meeting is not lawfully called or convened; and provided further, that attendance at a meeting is not a waiver of any right to object to the consideration of any matters required to be included in the notice of the meeting, but not so included, if the objection is expressly made at the meeting.

15.7 Chair

The chair of all meetings shall be chosen by the General Partner unless those Limited Partners present in person or represented by proxy at the meeting choose, by Ordinary Resolution, some other person present to chair the meeting.

15.8 Quorum

One Limited Partner present in person and holding or representing by proxy at least 20% of the Units in any class outstanding shall constitute a quorum at any meeting of the Partners. If a quorum is not present for a meeting of Partners within 30 minutes after the time fixed for holding the meeting, the meeting, if convened pursuant to the written request of Limited Partners referred to in Clause 15.1, shall be terminated, but otherwise will be adjourned to the same time and place on the next Business Day. Those Limited Partners present in person or proxy at such adjourned meeting shall be deemed to constitute a quorum.

15.9 Votes

Except as otherwise set out in this Agreement and subject to the provisions of Schedule A, at all meetings of Partners, each Partner shall be entitled to one vote for each Unit held. The chair of the meeting shall not have a casting vote. Every question submitted to a meeting shall be decided by a show of hands unless a poll is demanded by a Partner or the chair of the meeting before the question is called or after the result of the show of hands has been announced and before the meeting proceeds to the next item of business, in which case a poll shall be taken. On each matter voted upon at any meeting of the Partners:

(a) for which no poll is requested, a declaration made by the chair of the meeting as to the voting on any particular resolution shall be conclusive evidence thereof; or

(b) for which a poll is requested, the result of the poll shall be deemed to be the decision of the meeting on the question or resolution in respect of which the poll was taken.

15.10 Proxies

At any meeting of Partners, any Partner entitled to vote may vote by proxy in a form acceptable to the General Partner, provided the proxy shall have been received by the General Partner for verification prior to the commencement of the meeting. Any individual may be appointed as proxy. A proxy given on behalf of joint holders must be executed by all of them and may only be revoked by all of them. If more than one of several joint holders is present at a meeting and they do not agree which of them is to exercise any vote to which they are jointly entitled, they will for the purposes of voting be deemed not to be present. The chair of the meeting shall determine the validity of any challenged instrument of proxy. A Partner which is a corporation or a partnership may appoint an officer, director or other authorized individual as its representative to attend, vote and act on its behalf at meetings of Partners, and may by a like instrument revoke any such appointment, and for all purposes of meetings of Partners, other than the giving of notice, an individual so appointed will be deemed to be the holder of every Unit held by the corporation he represents.

15.11 Revocation of Proxies

A vote cast in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death, incapacity, insolvency, bankruptcy or incompetency of the Partner giving the proxy or the revocation of the proxy, provided that no written notice of such death, incapacity, insolvency, bankruptcy, incompetency or revocation shall have been received by the chair at the place of the meeting prior to the time fixed for the holding of the meeting.

15.12 Acts Requiring Special Resolution

In addition to all other powers conferred on them by this Agreement, the Partners may by Special Resolution, except where such matter relates to a Preferred Unit Consent Matter in which case Preferred Unit Approval shall also be required:

(a) waive any default on the part of the General Partner on such terms as they may determine and release the General Partner from any claims in respect thereof;

(b) notwithstanding any provision of the *Partnership Act* of Alberta, approve any transaction proposed to be made outside the Partnership Business;

(c) alter the interests of the Limited Partners in Partnership distributions or allocations, other than as a result of the issuance of additional Units or other actions specifically provided for in this Agreement;

(d) remove the General Partner and appoint a replacement in accordance with Article 16 of this Agreement; provided, however, that the appointment of a new General Partner pursuant to Article 16 that is an Affiliate of Centric shall not require a Special Resolution or Preferred Unit Approval; and

(e) require the General Partner on behalf of the Partnership to enforce any obligation or covenant on the part of a Limited Partner.

Except as otherwise specifically provided in this Agreement, all other decisions required of Limited Partners shall be made by Ordinary Resolution.

15.13 Action Without A Meeting

Any action that may be taken at a meeting of the Limited Partners may be taken without a meeting if a consent in writing setting forth the action so taken is signed by Limited Partners representing not less than the minimum number of Units that would be necessary to authorise or take action at a meeting at which all of the Limited Partners were present and voted. Prompt notice of the taking of action without a meeting shall be given to the Limited Partners who have not consented to it in writing. Written consents to the taking of any action by the Limited Partners shall have no force and effect unless and until:

(a) they are deposited with the Partnership in care of the General Partner; and

(b) consents sufficient to take the action proposed are dated as of a date not more than 180 days prior to the date sufficient consents are deposited with the Partnership.

15.14 Minutes

Minutes and proceedings of every meeting of the Partners shall be made and recorded by the General Partner. Minutes, when signed by the chair of the meeting, shall be prima facie evidence of the matters therein stated. Until the contrary is proved, every meeting in respect of which minutes have been made shall be taken to have been duly held and convened and all proceedings referred to in the minutes shall be deemed to have been duly passed.

15.15 Binding Effect of Resolutions

Any Special Resolution or Ordinary Resolution shall be binding on all Partners and their respective heirs, legal representatives, successors and assigns, whether or not such Partner was present or represented by proxy at the meeting at which such resolution was passed and whether or not such Partner voted against such resolution.

15.16 Additional Meeting Regulations

To the extent that the rules and procedures for the conduct of a meeting of the Partners are not prescribed in this Agreement, such rules and procedures shall be determined by the chair of the meeting.

16. CHANGE OF GENERAL PARTNER

16.1 Removal of General Partner

In the event:

(a) the General Partner is dissolved or becomes insolvent or bankrupt or any trustee or liquidator is appointed for the business of the General Partner; or

(b) the General Partner is in default of any of its obligations under this Agreement and:

(i) has failed to remedy such default within thirty (30) days of its receipt of notice from any Limited Partner specifying the default; or

(ii) such default has not been waived by the Limited Partners and the holders of Preferred Units;

the Limited Partners may, by Special Resolution and Preferred Unit Approval, remove the General Partner as general partner of the Partnership and appoint a new General Partner; provided, however, that the appointment of a General Partner pursuant to this Clause that is an Affiliate of Centric shall not require a Special Resolution or Preferred Unit Approval.

16.2 Assignment of Interest of General Partner

The rights and obligations of the General Partner under this Agreement may not be assigned without the consent of the Limited Partners given by Special Resolution and by Preferred Unit Approval, but such consent is not necessary in the case of the assignment to a corporation controlled (as such term is defined in the *Business Corporations Act* of Alberta) by the General Partner or otherwise to an Affiliate of Centric, provided that the assignee assumes all the obligations of the General Partner with respect to the Partnership. Any assignment made without consent does not release the General Partner of its obligations set out in this Agreement and the General Partner shall not be entitled to receive the benefit of the provisions of Clause 16.4.

16.3 Transfer of Management to New General Partner

A new General Partner shall execute a counterpart of this Agreement and shall forthwith assume the obligations of the General Partner as and from the date of its appointment and shall thereafter have the sole right to exercise all rights of the General Partner as manager of the Partnership. The retiring General Partner shall do all things and take all steps necessary to effectively transfer the management of the Partnership to the new General Partner and shall execute all deeds, certificates, declarations and other documents necessary or desirable to effect such Transfer.

16.4 Release of Retiring General Partner

Except as specifically provided for in this Agreement or any Special Resolution, in the event of a change of the General Partner, the Partnership and the Limited Partners hereby release the retiring General Partner from and shall hold harmless the retiring General Partner from all actions,.claims, costs, demands, losses, damages and expenses with respect to events which occur in relation to the Partnership after the effective date of the change of General Partner.

17. DISSOLUTION

17.1 Triggering Events

The Partnership shall be dissolved upon the occurrence of any of the following events:

(a) the Partnership having disposed of all its property in compliance with this Agreement;

(b) upon request of the General Partner, if such request is approved by the Limited Partners by Special Resolution and Preferred Unit Approval;

(c) the removal of the General Partner in compliance with this Agreement and the failure to elect a new General Partner within ninety (90) days;

(d) the conversion or reconstitution of the Partnership into another entity as permitted by law and in compliance with this Agreement; or

(e) the expiry of the term of the Partnership set out in Clause 2.4(b).

17.2 No Dissolution on Limited Partner Disability

The Partnership shall not be dissolved or terminated by reason of the dissolution, death, liquidation, bankruptcy, insolvency, incompetency or other disability of any General Partner or Limited Partner or upon the Transfer of any Units.

17.3 Appointment of Receiver

Upon the occurrence of an event described in Clause 17.1, but excepting the event described in Clause 17.1(d), the General Partner shall act as the receiver (the "**Receiver**") of the Partnership. If the General Partner is unable or unwilling to act as the Receiver, the Limited Partners shall, by Ordinary Resolution, appoint some other appropriate Person to act as Receiver. The Receiver shall proceed diligently to wind up the affairs of the Partnership and to liquidate the Partnership Assets and to distribute the net proceeds from the sale of the Partnership Assets in accordance with this Agreement unless otherwise required by mandatory provisions of applicable law. During the course of such liquidation, the Receiver shall operate the Partnership Business and in so doing, shall be vested with all of the powers and authority of the General Partner in relation to the Partnership under the terms of this Agreement. The Receiver shall be paid reasonable fees and disbursements incurred in carrying out such duties.

17.4 Liquidation Procedure

Upon the dissolution of the Partnership (except in the circumstances provided for in Clause 17.1(d), the General Partner shall, in the following order:

(a) sell or otherwise dispose of all assets of the Partnership; all Income, Loss and all items which are separately allowable for income tax purposes, tax credits and other income tax related amounts resulting from such sales or dispositions shall be allocated among the Partners in accordance with the provisions of Schedule A;

(b) pay or provide for the payment of the debts and liabilities of the Partnership and liquidation expenses;

and thereafter:

(c) distribute the remaining funds of the Partnership, if any, in the manner specified in Schedule A; and

(d) file the notice of dissolution prescribed by the *Partnership Act* (Alberta) and satisfy all applicable formalities in such circumstances as may be prescribed by the laws of other jurisdictions where the Partnership is registered.

Notwithstanding the dissolution of the Partnership, this Agreement shall not terminate until all the provisions of this Clause have been complied with.

17.5 Reasonable Time for Liquidation

A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Partnership and the liquidation of its assets.

17.6 Restrictions on Return of Capital

Except upon a dissolution of the Partnership, no Partner may request any return of his contribution to the capital of the Partnership.

17.7 Restrictions on Dissolution

Except as provided in this Article 17, no Partner shall have the right to request the dissolution of the Partnership, the winding-up of its affairs or the distribution of its assets.

18. REPRESENTATIONS AND WARRANTIES

18.1 General Partner's Representations

The General Partner represents and warrants to the Limited Partners that:

(a) it is a corporation, properly incorporated and organized under the laws of the Province of Alberta, that it is and shall continue to be duly existing and in good standing under such laws and under the laws of any jurisdiction where it carries on business;

(b) it has and shall continue to have the capacity to act as the general partner of the Partnership, and that its obligations under this Agreement do not conflict with or constitute a default under the agreement governing its existence and operation or any other agreement by which it is bound;

(c) it shall exercise the powers conferred upon it by this Agreement in pursuance of the Partnership Business;

(d) it holds and shall maintain the registrations necessary for the conduct of its business, and that it has and shall continue to have the licences and permits necessary to conduct the Partnership Business in all jurisdictions where the activities of the Partnership require such licensing or other form of registration;

(e) it will devote to the conduct of the affairs of the Partnership such time as may be reasonably required for the proper management of the affairs of the Partnership; and

(f) it will notify the Limited Partners of any material change in the affairs of the Partnership.

18.2 Limited Partners' Representations

Each Limited Partner hereby represents and warrants to the General Partner and all the other Limited Partners that:

(a) it has the capacity to enter into this Agreement;

(b) unless otherwise indicated to the General Partner prior to his acquiring Units, it, or such other beneficial owner of the Units registered in its name, is not a "non-resident" within the meaning of the Act; and

(c) it shall ensure that its status as described in Clause 18.2(b) shall not be modified, and that it shall not transfer his Units in whole or in part in a manner that would not conform with this Clause 18.2.

18.3 Survival of Representations

The representations and warranties contained in this Article 18 shall remain valid after the execution of this Agreement, and each Partner covenants with the other Partners that each representation and warranty made pursuant to the foregoing provisions will remain valid, binding and in full force and effect for so long as he remains a Partner.

19. POWER OF ATTORNEY

19.1 Appointment of General Partner

Each Limited Partner hereby irrevocably appoints the General Partner and any successor to the General Partner as his true and lawful attorney and agent, with full power of substitution and authority, in his name, place and stead to:

(a) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices in any jurisdictions where the General Partner considers it appropriate:

(i) all certificates and other instruments necessary or appropriate to qualify or to continue the qualification of the Partnership as a limited partnership in the Province of Alberta and in each jurisdiction where the Partnership may conduct business;

(ii) all instruments and certificates necessary or appropriate to reflect any amendment of this Agreement made in accordance with the provisions of this Agreement;

(iii) all conveyances and other documents necessary to reflect the dissolution and liquidation of the Partnership, including cancellation of any Certificate, in accordance with the provisions of this Agreement;

(iv) all instruments relating to the admission of additional or substituted Limited Partners and a substituted General Partner;

(v) transfer forms and such other documents or instruments as may be necessary to effect the Transfer of any Unit in accordance with the terms of this Agreement;

(vi) all elections, determinations or designations under the Act or other legislation or laws of like import of Canada or of any provinces or jurisdictions in respect of the affairs of the Partnership or of a Partner's or former Partner's interest in the Partnership; and

(vii) such other documents on behalf of and in the name of the Partnership and the Limited Partners as may be required to give effect to this Agreement.

(b) execute and file with any governmental body any documents necessary and appropriate to be filed in connection with the business of the Partnership or in connection with this Agreement.

19.2 Limited Partners Bound

Each Limited Partner agrees to be bound by any representation and action of the General Partner made or taken in good faith in conformity with this power of attorney.

19.3 Heirs and Successors Bound

This power of attorney shall be irrevocable and shall bind each Limited Partner and his heirs, successors, legal representatives and assigns, notwithstanding the death, dissolution, liquidation, insolvency, bankruptcy, incompetency or other disability of the Limited Partner.

19.4 General Partner May Act for all Limited Partners

The General Partner shall have the power to execute documents in the name of all the Limited Partners pursuant to this power of attorney by affixing its signature thereto with the indication that it is acting on behalf of all the Limited Partners.

19.5 Execution of Documents by Limited Partners

Each Partner will take or cause to be taken further actions, execute, acknowledge, deliver and file every certificate or other document necessary to fulfil the terms and purposes of this Agreement and comply with any law or regulation of any jurisdiction for the continuation and good standing of the Partnership.

20. NOTICES

20.1 Deemed Receipt

Except in respect of notices of meetings of Partners, any notice or other written communication which must be given or sent under this Agreement shall be deemed to have been validly given or received on the seventh day following its sending by first class mail:

(a) in the case of the General Partner to 4300 Bankers Hall West, 888 - 3rd Street S.W., Calgary, Alberta T2P 5C5;

(b) in the case of the Limited Partners, to the postal address recorded in the register of Limited Partners maintained by the General Partner.

20.2 Change of Address

A Limited Partner may, at any time, change his address for service by written notice to the General Partner. The General Partner may, at any time, change its address for service by written notice to all the Limited Partners.

20.3 Postal Interruptions

In the event of any disruption, strike or interruption in the postal service after mailing and before deemed receipt of a document, it will be deemed to have been received on the seventh day following the full resumption of the postal service.

20.4 Alternate Method of Giving Notice

Notices may be validly given by way of fax or personal delivery and in such case shall be deemed to have been received on the date of their transmittal or delivery.

20.5 Inadvertent Failure to Give Notice

An accidental omission in the giving of, or failure to give, a notice required by this Agreement will not invalidate or affect in any way the legality of any meeting or other proceeding in respect of which such notice was or was intended to be given unless failure to give such notice results in all Limited Partners in a class of Units not receiving such notice.

21. COVENANTS

21.1 Positive Covenants

Centric and the General Partner covenants with the holders of Preferred Units that they shall, and shall cause each direct and indirect Subsidiary of the Partnership and the General Partner to:

(a) maintain its corporate or partnership existence, as the case may be, in good standing and duly register and qualify and remain duly registered and qualified to do business or own or lease property or assets in each jurisdiction in which the nature of any business transacted by it or the character of any properties or assets owned or leased by it requires such registration or qualification, except to the extent failure to be so registered or qualified would not have a material adverse effect;

(b) [redacted];

(c) [redacted]

positive covenant

(d) carry on and conduct its business, and keep, maintain and operate its properties and assets in accordance with applicable laws and sound industry practice.

21.2 Negative Covenants

Centric and the General Partner covenant with the holders of Preferred Units that they shall not, and shall cause each direct and indirect Subsidiary of Centric, the Partnership or the General Partner not to, without Preferred Unit Approval:

(a) add, change or remove the rights, privileges, restrictions or conditions attaching to the Preferred Units;

(b) add, change or remove the rights, privileges, restrictions or conditions attaching to the Residual Units [redacted];

(c) create additional classes of units of the Partnership [redacted]

(d) amend this Agreement [redacted]

Negative covenant

(e) [redacted]

(f) allow Centric or the Partnership to enter into any new Debt arrangement [redacted]:

(i) [redacted]

(ii) [redacted]

[redacted];

Negative Covenants

(g) amend the terms or provisions of any confidentiality, non-solicitation, and non-competition covenants contained in any management agreements between Centric and/or the Partnership and Craig Gattinger and Ron Lowe;

(h) issue additional Preferred Units; or

(i) make any of the following changes to the terms of the Credit Agreement:

(i) so long as there is an event of default under the Credit Agreement which has occurred and is continuing:

(A) [redacted]

(B) [redacted]

(ii) at any time:

(A) [redacted]

(B) [redacted]

(C) [redacted].

(I) [redacted]

Negative Covenants

(II) [redacted];

(D) [redacted]

(E) [redacted]

[redacted]

Negative Covenant

22. MISCELLANEOUS

22.1 No Consent Required for Adding Limited Partners

Except as otherwise specifically provided in this Agreement, no action or consent of the Limited Partners shall be required for the admission at any time or from time to time of Limited Partners.

22.2 Severability

Each of the provisions of this Agreement are severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

22.3 Waiver of Partition

The Partners hereby waive any right of partition or any right to take any other action which otherwise might be available to them for the purpose of severing their relationship with the Partnership or their interest in the assets held by the Partnership from the interest of the other Partners.

22.4 Governing Law

This Agreement and all subscriptions for Units shall be governed by and construed in accordance with the laws in force in the Province of Alberta and the federal laws of Canada applicable therein, and the General Partner and each of the Limited Partners hereby irrevocably attorn to the jurisdiction of the courts of that province.

22.5 Counterpart Execution

This Agreement may be executed in several counterparts (including counterparts by facsimile), each of which shall be deemed to be an original and all of which shall be construed together as one agreement.

22.6 Notice for General Partner to Comply

Except for the failure of the General Partner to comply with the provisions of Clause 15.1, any default of the General Partner resulting from an omission to take any action within a prescribed period shall be deemed to have been corrected if such action is taken within thirty (30) days following a notice of a Limited Partner requiring the General Partner to remedy such default.

22.7 Entire Agreement

This Agreement constitutes the entire agreement among the parties and there are no other written or verbal agreements or representations. This Agreement replaces and supersedes any prior agreement pertaining to the subject matter hereof.

22.8 Binding Effect

This Agreement shall be binding upon and enure to the benefit of the respective heirs, legal representatives and, to the extent permitted under this Agreement, respective successors and assigns of the parties hereto.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF the parties have executed this Agreement at Calgary, Alberta as of the date first above written.

1141273 ALBERTA LTD.

Per: ________________________________

Per: ________________________________

CENTRIC HEALTH CORPORATION

Per: ________________________________

Per: ________________________________

ALARIS INCOME GROWTH FUND PARTNERSHIP, by one of its partners ALARIS IGF CORP.

Per: ________________________________

Per: ________________________________

SCHEDULE A

CERTAIN ATTRIBUTES OF PREFERRED UNITS AND VOTING UNITS

1) Defined Terms. In this Schedule A:

All capitalized terms used and not otherwise defined will have the meanings given to them in the Agreement;

a) "**Distribution Period**" means each twelve (12) month period commencing on June 1, 2011 and each subsequent anniversary thereof, during which Preferred Distributions are paid;

b) "**First Distribution Period**" means the Distribution Period commencing on June 1, 2011 and ending on May 31, 2012;

c) "**Preferred Distribution**" means:

i) in respect of the First Distribution Period, $6,750,000, in the aggregate during such Distribution Period;

ii) in respect of each Distribution Period thereafter, the product of: one plus four (4%) percent, multiplied by the Preferred Distribution amount calculated with respect to the immediately preceding Distribution Period, in the aggregate during such Distribution Period; and

d) "**Repurchase Price**" means $65,500,000, subject to an annual increase in the Repurchase Price of four (4%) percent commencing on the third anniversary of the date of this Agreement. [redacted] Definition

2) Preferred Units

In addition to the rights, privileges, restrictions and conditions attaching to the Preferred Units as set forth elsewhere in the Agreement and in this Schedule A, the Preferred Units will have the following rights, privileges, restrictions and conditions:

a) Holders of Preferred Units shall be entitled to receive cumulative, preferential cash distributions in priority to any distributions to holders of Residual Units equal to the Preferred Distribution amount applicable for a particular Distribution Period, and holders shall receive any such distributions in equal monthly instalments on the last Business Day of each calendar month during such Distribution Period (or at such other times or in such other instalment amounts as may be agreed between the General Partner and the holders of Preferred Units, from time to time);

b) Subject to those matters which require Preferred Unit Approval or are Preferred Unit Consent Matters, holders of Preferred Units will not, as such, have any right to vote at any meetings of Partners.

c) Holders of Preferred Units will be allocated annually such holder's proportionate share of the Partnership's net income for tax purposes, net capital gains and net capital losses equal to the aggregate of:

i) any net income, net capital gains or net capital losses realized in respect of a distribution of property in the Fiscal Year, other than cash, to such holder; plus,

ii) the lesser of:

A) the amount of cash distribution received by such holder in respect of the Fiscal Year; and,

B) the holder's proportionate share of the Income of the Partnership in respect of the Fiscal Year less any amount allocated under (c)(i);

C) Holders of Preferred Units will be allocated such holder's proportionate share of the net income or loss of the Partnership for accounting purposes for the Fiscal Year of the Partnership equal to the amount of cash distributions received by such holder in respect of the Fiscal Year;

liquidation amount

d) Holders of Preferred Units will be entitled to receive a preferred liquidation entitlement on liquidation or dissolution of the Partnership [redacted] On liquidation or dissolution of the Partnership, the holders of Preferred Units shall be entitled to receive, in priority to the holders of the Residual Units (i) provided the liquidation or dissolution does not occur after the occurrence of an Event of Default that is a Wilful Breach, the amount that would be payable to such holders if Centric's purchase rights under paragraph (e) were exercised on the date of such liquidation or dissolution (whether or not then exercisable); or (ii) if such liquidation or dissolution occurs after the occurrence of an Event of Default that is a Wilful Breach, the amount that would be payable to such holders pursuant to paragraph (f);

e) Notwithstanding any provision of the Agreement to the contrary or inconsistent with this Clause e), Centric will have the option upon providing thirty (30) days written notice to the holders of Preferred Units, exercisable at any time after the date that is the second (2^{nd}) anniversary of the date of this Agreement to purchase or to cause the Partnership to repurchase all or a portion of the Preferred Units at the applicable Repurchase Price plus all unpaid Preferred Distributions owing up to the date of repurchase in respect of such Preferred Units.

f) Upon the occurrence of an Event of Default that is a Wilful Breach, the holders of Preferred Units will be entitled, at their option, to require Centric to purchase or the Partnership to repurchase within [redacted] days of such Wilful Breach all but not less than all of the Preferred Units at an aggregate purchase price equal to [redacted]. [redacted]

Numerical values

remedies

re purchase price

g) Upon the occurrence of an Event of Default (other than an Event of Default which is a Wilful Breach), each holder of Preferred Units will be entitled to require Centric to purchase or the Partnership to repurchase within [redacted] days of such Event of Default all but not less than all of the Preferred Units held by such holder at an aggregate purchase price equal to [redacted]

h) Should Centric and/or the Partnership enter into any transaction resulting in a Change of Control, each holder of Preferred Units will be entitled to require Centric to purchase or the Partnership to repurchase [redacted];

re purchase mechanism

i) For greater certainty, the holders of Preferred Units shall also have the rights set out in Clause 1.2, 1.3 and 1.4 of the Agreement.

3) Residual Units

In addition to the rights, privileges, restrictions and conditions attaching to the Residual Units as set forth elsewhere in the Agreement and in this Schedule A, the Residual Units will have the following rights, privileges, restrictions and conditions:

a) Subject to paragraph 3(e), holders of Residual Units will be entitled to one vote for each Unit held at all meeting of Partners or Limited Partners;

b) Subject to the priority of the holders of Preferred Units, holders of Residual Units will be entitled to receive cash distributions from time to time in an amount determined in the sole discretion of the General Partner, provided that such distributions may not exceed the Distributable Cash for the relevant fiscal period less the amount of cash distributions payable on the Preferred Units for that period. The Residual Units will only be entitled to such distributions after all current and arrears distributions on the Preferred Units have been paid in full. In no event shall a cash distribution be made (without the prior consent of the holders of the Preferred Units) where an Event of Default has occurred and is continuing or would arise as a result of such distribution;

c) Holders of Residual Units will be allocated income for tax purposes and capital gains and losses of the Partnership for a Fiscal Year of the Partnership equal to the Income of the Partnership less any income, capital gains or capital losses allocated to the Preferred Units. Such income, capital gains and losses to be allocated as follows:

i) to holders of Residual Units who receive cash distributions an amount equal to the distribution calculated by multiplying such income by a fraction, the numerator of which is the sum of the cash distributions received by such Holder with respect to such fiscal year and the denominator of which is the aggregate amount of the cash distributions made by the Partnership to all holders of Residual Units with respect to such Fiscal Year; and

ii) Any remaining income, capital gains or losses not allocated otherwise allocated in i) shall be allocated to holders of Residual Units of record at the end of the Fiscal Year;

d) The amount of income or loss for tax purposes allocated to a holder of Residual Units may exceed or be less than the amount of cash distributed to such holder;

e) Holders of Residual Units will be allocated such holder's proportionate share of the net income or loss of the Partnership for accounting purposes for the Fiscal Year of the Partnership equal to the net income or loss of the Partnership less the net income or loss allocated to holders of Preferred Units in respect of such Fiscal Year;

f) Holders of Residual Units will be entitled on liquidation or dissolution of the Partnership to receive the remaining assets of the Partnership after payment in full of the liquidation entitlement of the holders of the Preferred Units.

SCHEDULE B

Unit Certificate Number:	Number of Units: Class of Units: **[Residual or Preferred]**

UNIT CERTIFICATE

Of

LIFEMARK HEALTH LIMITED PARTNERSHIP

Name of Unitholder :

THIS IS TO CERTIFY THAT the registered holder of this Unit Certificate is a Limited Partner of LifeMark Health Limited Partnership (the "**Limited Partnership**") owning the number and class of **[Residual or Preferred]** Units set out above and as such is entitled to all of the rights and privileges and is subject to all of the obligations of a Limited Partner in the Limited Partnership. This Certificate and the Unit(s) represented hereby are subject to the conditions and restrictions contained in the Second Amended & Restated Limited Partnership Agreement dated as of •, 2011, as it may be amended from time to time, and any transfer of the Unit(s) represented by this Certificate is subject to the restrictions contained in that Partnership Agreement and all the terms and conditions as set forth below and on the reverse.

The liability of the holder of this Unit Certificate is limited to the holder's capital contribution to the Partnership plus the holder's pro rata share of the undistributed income of the Limited Partnership. Limited Partners may lose the protection of limited liability by taking part in the control of the business of the Partnership or may be liable to third parties as a result of false statements in the public filings made pursuant to the *Partnership Act* (Alberta) and applicable legislation of Canadian provinces and territories other than the Province of Alberta. There is also a possibility for unlimited liability to the extent that the principles of Canadian law recognizing the limitation of liability of limited partners have not been authoritatively established with respect to limited partnerships formed under the laws of one province, but operating, owning property or incurring obligations in another province.

OWNERSHIP AND TRANSFER OF UNITS - The registered owner hereof, by acceptance of this Unit, agrees that this Unit and all rights hereunder are only transferable in accordance with applicable securities legislation. The Limited Partnership may treat the registered owner of this Unit for all purposes as the absolute owner thereof and shall not be affected by any notice or knowledge to the contrary.

IN WITNESS WHEREOF, LifeMark Health Limited Partnership has caused to this Unit Certificate to be signed as of this ____ day of _______________, 20___.

LIFEMARK HEALTH LIMITED PARTNERSHIP

By its General Partner

•

Per:

____

President

TRANSFER FORM

TO: LIFEMARK HEALTH LIMITED PARTNERSHIP

Subject to the acceptance of the Transfer by the general partner (the "**General Partner**") of the Limited Partnership, unless otherwise permitted under the Partnership Agreement, the Transferor, a Limited Partner of the Limited Partnership, hereby transfers, assigns and sells to ________________________ (the "**Transferee**") all of the Transferor's right, title and interest in and to __________ Unit(s) in the Limited Partnership. The Transferee agrees to execute or furnish to the General Partner any documents, certificates, assurances and other instruments that the General Partner may reasonably require to effect this Transfer and to continue and keep in good standing the Limited Partnership as a limited partnership. The Transferee agrees that the power of attorney previously granted by the Transferee to the General Partner shall continue in full force and effect and shall be irrevocable, until all certificates of limited partnership, all amendments to all such certificates and all other instruments required to effect this Transfer and to continue and keep in good standing the Limited Partnership as a limited partnership have been furnished to the General Partner as aforesaid and have been filed and recorded as and where reasonably required.

DATED this______ day of ____________________, 20_____.

________________________________ ________________________________

Witness of Signature Transferor's Signature (same as on certificate)

____

Print full name

POWER OF ATTORNEY AND COUNTERPART EXECUTION

Subject to the acceptance of this Transfer by the General Partner, the Transferee accepts the above transfer and assignment and agrees:

(a) to be bound as a party to the Second Amended & Restated Limited Partnership Agreement of LifeMark health Limited Partnership, dated as of •, 2011, and as the same may from time to time be amended, (the "**Limited Partnership Agreement**") between •, as General Partner, and the Unitholder as Limited Partner and those parties referred to as Limited Partners therein (the "**Limited Partners**"), and as a Limited Partner in the Limited Partnership, by the terms of the Limited Partnership Agreement;

(b) to assume the obligations of the above named transferor to the Limited Partnership under the Limited Partnership Agreement or otherwise; and

(c) to pay to the General Partner all reasonable costs and expenses incurred in connection with the transfer.

The Transferee acknowledges receipt of a true copy of the Limited Partnership Agreement.

To the full extent permitted by law, the Transferee hereby irrevocably nominates, constitutes and appoints the General Partner and its successors and assigns, with full power of substitution, as agent and true and lawful attorney to act for and on behalf of the Transferee with full power and authority, in the name, place and stead of the Transferee to execute (under seal or otherwise), swear to, acknowledge, deliver, register, file or record as and where required:

(d) the Limited Partnership Agreement and any amendments thereto, any certificate, declaration, and any other instrument required to form, qualify, continue and keep in good standing the Limited Partnership or otherwise to comply with the laws of any jurisdiction in which the Limited Partnership may carry on business in order to maintain the limited liability of the Limited Partners and to generally comply with the applicable laws of that jurisdiction;

(e) any instrument or certificate reasonably required or desirable to reflect any amendment to or the dissolution or termination of the Limited Partnership;

(f) any instrument reasonably required or desirable in connection with any election that may be made or filing that must be made under the *Income Tax Act* (Canada) or any analogous fiscal legislation whether federal or provincial, other than the filing of a Limited Partner's own tax return;

(g) any document reasonably required or desirable to be filed with a governmental body, agency or authority in connection with the business, property, assets or undertaking of the Limited Partnership;

(h) any document or instrument on behalf of and in the name of the Limited Partnership that may be necessary to give effect to the business of the Limited Partnership or as may be deemed necessary or convenient by the General Partner to carry out fully the business of the Limited Partnership including any:

(i) deed;

(ii) indenture;

(iii) mortgage;

(iv) guarantee; or

(v) other security document;

(i) any document on behalf of and in the name of the Transferee as may be necessary to give effect to the transfer of a Unit under Section _______ of the Limited Partnership Agreement; and

(j) any other instrument or document on behalf of and in the name of the Limited Partnership as may be deemed reasonably necessary or desirable by the General Partner to carry out fully this Agreement in accordance with its terms provided that the instrument or document does not result in the creation of any liability to a limited partner beyond that set forth in Section _______ of the Limited Partnership Agreement.

The power of attorney granted herein is irrevocable, is a power coupled with an interest, and shall survive the disability of the Transferee or the transfer by the Transferee of the whole or any part of the interest of the Transferee in the Limited Partnership and extends to and shall be binding upon the heirs, executors, administrators and other legal representatives and successors and assigns of the Transferee and shall survive the death or disability of the Transferee until actual notice of such death or disability is delivered to the General Partner, and may be exercised by the General Partner on behalf of the Transferee in executing any instrument by listing all the Limited Partners thereon and executing such instrument with a single signature as attorney and agent for all of them.

The Transferee agrees to be bound by any representation or action made or taken by the General Partner in good faith pursuant to this power of attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm any action of the General Partner taken in good faith under this power of attorney.

The Transferee represents, warrants and covenants that the Transferee:

(k) is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada);

(l) has and will have the capacity and competence to enter into and be bound by the Limited Partnership Agreement;

(m) will not transfer or purport to transfer his or its Units other than to a Person which complies with the Limited Partnership Agreement;

(n) will not change his or its status for the purposes of Section _____ of the Limited Partnership Agreement without first transferring his or its Units to a Person which complies with Section _____ of the Limited Partnership Agreement; and

(o) will, at the request of the General Partner, provide any evidence of compliance with this representation, warranty and covenant that the General Partner may reasonably request.

DATED this______ day of ____________________, 20_____.

_______________________________ Witness of Signature

_______________________________ Transferee's Signature (same as on certificate)

_________________________ Print full name

_________________________ Print full address including postal code

SCHEDULE "G"
PLAN OF ARRANGEMENT

See attached.

PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT UNDER SECTION 193
OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

ARTICLE 1- INTERPRETATION

1.01 Definitions

In this Plan of Arrangement, unless something in the subject matter or context is inconsistent therewith:

"ABCA" means the *Business Corporations Act* (Alberta) as now in effect and as it may be amended from time to time prior to the Effective Time;

"Affiliates" or **"affiliate"** means, unless otherwise specified, an affiliate within the meaning of Section 1.3 of National Instrument 45-106 – Prospectus and Registration Exemptions and in the case of the Partnership, includes without limitation, MEDIchair and its subsidiaries;

"Alaris" means Alaris Income Growth Fund Partnership;

"Alberta Court" means the Court of Queen's Bench of Alberta;

"Alberta Registrar" means the Registrar of Corporations appointed under Section 263 of the ABCA;

"Arrangement" means the arrangement under Section 193 of the ABCA, on the terms and conditions set forth in this Plan of Arrangement;

"Arrangement Agreement" means the agreement among the Arrangement Parties dated May •, 2011 with respect to the Arrangement, as from time to time amended, supplemented or restated;

"Arrangement Parties" means the Purchaser, the Partnership, the GP, LHMI, Alaris, Gatts Holdings Ltd., SCRC Holdings Ltd., Craig Gattinger and Ron Lowe;

"Arrangement Resolution" means the special resolution of the Partnership Securityholders approving the Plan of Arrangement, as required by the Interim Order and applicable Laws, to be substantially in the form and content of Appendix A to the Circular;

"Articles of Arrangement" means the articles of arrangement in respect of the Arrangement that are required by Section 193(10) of the ABCA to be filed with the Alberta Registrar after the Final Order is made giving effect to the Arrangement;

"Business Day" means any day of the year, other than a Saturday, a Sunday or any day on which banks are required or authorized to close in Toronto, Ontario or Calgary, Alberta;

"Capital Contributions" means, in the case of a Class A Preferred Unit or Class B Preferred Unit, the amount per Class A Preferred Unit or Class B Preferred Unit originally contributed to the capital of the Partnership upon subscription for such unit, and in the case of a Class C Preferred Unit, the amount per Class C Preferred Unit originally contributed to the capital of the Partnership upon subscription for such unit, which, in circumstances where the Class C Preferred Unit is acquired from treasury in exchange or in consideration for a Class A Preferred Unit or Class B Preferred Unit, the amount of the Capital Contributions in respect of the unit(s) received in exchange therefor, and in each case less the amount of Capital Contributions previously returned on such unit;

"Centric Shares" means the common shares of the Purchaser;

"Certificate" means the certificate or the confirmation of filing to be issued by the Alberta Registrar pursuant to section 193(11) of the ABCA giving effect to the Arrangement;

"Circular" means the notice of the Partnership Meeting and accompanying management proxy circular, including all appendices thereto, to be sent to Partnership Securityholders in connection with the Partnership Meeting;

"Class A Preferred Units" means the Class A Preferred Units of the Partnership as set out in the Partnership Agreement;

"Class B Preferred Units" means the Class B Preferred Units of the Partnership as set out in the Partnership Agreement;

"Class C Preferred Units" means the Class C Preferred Units of the Partnership to be created pursuant to the Arrangement and having terms and conditions identical to those of the Class B Preferred Units, provided that in addition to such terms and conditions, the Class C Preferred Units will also be exchangeable for Preferred Units;

"Code" means the United States Internal Revenue Code of 1986;

"Depositary" means Field LLP, located at the offices referred to in the Letter of Transmittal;

"Dissent Rights" means the rights of dissent granted to registered Residual Unitholders pursuant to the Interim Order in respect of the Arrangement Resolution;

"Dissenting Residual Unitholders" means the registered Residual Unitholders that validly exercise the Dissent Rights and whose Dissent Rights remain valid immediately prior to the Effective Time;

"Effective Date" means the date the Articles of Arrangement are effective under the ABCA;

"Effective Time" means the time at which the Articles of Arrangement are filed with the Alberta Registrar on the Effective Date;

"Escrow Agent" means Equity Financial Trust Company;

"Escrow Agreement" shall be in the form set out at Schedule E of the Arrangement Agreement;

"Final Order" means the final order of the Alberta Court approving the Arrangement to be applied for following approval of the Arrangement pursuant to Section 193(9) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"Former Holder" means a registered holder of Residual Units transferred to the Purchaser pursuant to the Plan of Arrangement, including Gatts Holdings Ltd. and SCRC Holdings Ltd.;

"Governmental Entity" means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government or any government or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board or authority of any of the foregoing, or (c) any quasi governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account, of any of the foregoing;

"GP" means 1141273 Alberta Ltd., the general partner of the Partnership;

"Intellectual Property" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, divisionals, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) designs, design registrations, design registration applications, industrial designs, industrial design registrations, industrial design applications; (v) trade names, business names, corporate names, domain names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vi) computer software and programs; and (vii) any other intellectual property and industrial property and includes, without limitation, the Partnership Intellectual Property and the MEDIchair Intellectual Property;

"Interim Order" means the interim order of the Alberta Court pursuant to Section 193(4) of the ABCA containing declarations and directions with respect to the Arrangement and the Partnership Meeting and pursuant to Section 151 of the ABCA with respect to the Circular;

"Laws" means all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions of any grant of approval, permission, authority, permit or license of any court, Governmental Entity, statutory body or self-regulatory authority (including the TSX), and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

"Letter of Transmittal" means the Letter of Transmittal accompanying the Circular sent to Partnership Securityholders pursuant to which Residual Unitholders are required to deliver certificates representing Residual Units in exchange for cash and Performance Shares to be held in escrow pursuant to the terms of the Escrow Agreement attached as Schedule "E" to the Arrangement Agreement;

"LHMI" means LifeMark Health Management Inc.;

"LifeMark" means the LifeMark group of companies being the corporations owned or controlled, directly or indirectly, by the Partnership;

"MEDIchair" means MEDIchair Ltd.;

"MEDIchair Intellectual Property" means Intellectual Property relating to MEDIchair owned by Alaris;

"New LHMI Debt" means the debt to be issued by LHMI to the Partnership in the aggregate principal amount of $62,900,000 pursuant to this Plan of Arrangement;

"New Partnership Agreement" means the second amended and restated limited partnership agreement of the Partnership in the form set out in Schedule "F" to the Arrangement Agreement;

"Participating Note" means the advances received by LHMI from time to time from the Partnership pursuant to the Participating Note Agreement dated September 1, 2006 having an aggregate principal amount of $62,900,000;

"Partnership" means LifeMark Health Limited Partnership, a limited partnership governed by the *Partnership Act* (Alberta);

"Partnership Agreement" means the amended and restated limited partnership agreement dated June 4, 2008 among, *inter alia,* the GP, Gatts Holdings Ltd., SCRC Holdings Ltd., and Alaris by its general partner Alaris IGF Corp., as the same may be amended from time to time;

"Partnership Intellectual Property" means Intellectual Property related to LifeMark owned by the Partnership;

"Partnership Meeting" means the special meeting of Partnership Securityholders, including any postponements or adjournments thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution, among other things;

"Partnership Securityholders" mean the Residual Unitholders, the holders of Class A Preferred Units and the holders of Class B Preferred Units, collectively;

"Performance Shares" shall mean common shares of the Purchaser delivered to the Escrow Agent in trust for each of the Former Holders pursuant to the terms and conditions of the Escrow Agreement;

"Person" means a natural person, partnership, limited partnership, limited liability partnership, limited liability company, unlimited liability company, the Partnership, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning;

"Plan of Arrangement" means this plan of arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement and Article 5 hereof;

"Preferred Units" means the Preferred Units of the Partnership to be created pursuant to the Arrangement and having terms and conditions set forth in Schedule A to the New Partnership Agreement;

"Purchaser" means Centric Health Corporation;

"Residual Unitholders" means a registered or beneficial holder of Residual Units immediately before the Effective Date;

"Residual Units" means the residual units of the Partnership held by the Residual Unitholders;

"Subsidiary" has the meaning ascribed thereto in the ABCA;

"Tax Act" means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1, as amended; and

"TSX" means the Toronto Stock Exchange.

1.02 Headings

The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof" and "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular Article or Section hereof and include any agreement or instrument supplemental therewith, references herein to Articles and Sections are to Articles and Sections of this Plan of Arrangement.

1.03 Number

In this Plan of Arrangement, unless something in the context is inconsistent therewith, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa and words importing Unitholders shall include members.

1.04 Amendments to Legislation

References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

ARTICLE 2- EFFECTIVENESS OF ARRANGEMENT

2.01 Binding Effect

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement. This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, will become effective on, and be binding on and after, the Effective Date on the Arrangement Parties, the Partnership Securityholders and all other Persons.

2.02 Proof of Effectiveness

The Articles of Arrangement and Certificate shall be filed and issued, respectively, with respect to this Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 3 has become effective in the sequence and at the times set out therein.

ARTICLE 3- ARRANGEMENT

3.01 The Arrangement

On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without any further act or formality, except as otherwise provided herein:

(a) The Partnership Agreement shall be amended to the extent necessary to facilitate the Arrangement and the implementation of the steps and transactions contemplated herein, including without limitation to:

(i) allow the Residual Units to be transferred to the Purchaser;

(ii) create a new class of preferred units, being an unlimited number of Class C Preferred Units. Furthermore, any and all references to Class "B" Preferred Units in the Partnership Agreement will be amended so as to include Class C Preferred Units as well;

(iii) accommodate the existence of the Class C Preferred Units;

(iv) allow the General Partner to make returns of Capital Contributions with respect to Class A Preferred Units, Class B Preferred Units and Class C Preferred Units;

(v) allow for the exchange of all Class A Preferred Units and Class B Preferred Units for Class C Preferred Units on the following basis: every one (1) Class A Preferred Unit or one (1) Class B Preferred Unit issued and outstanding shall be exchangeable for one (1) Class C Preferred Unit;

(vi) amend Schedule A of the Partnership Agreement so that the net income and loss of the Partnership for tax purposes be allocated solely to holders of the Class A Preferred Units, to holders of the Class B Preferred Units, to holders of the Class C Preferred Units, and to the Residual Unitholders as contemplated under the Arrangement Agreement and Section 3.01(f) of this Plan of Arrangement; and

(vii) clarify that any income of the Partnership for the fiscal year ending December 31, 2011 arising as a result of and in connection with the sale of Partnership Intellectual Property pursuant to Section 3.01(e) shall be allocated in the manner set out in Section 3.01(f) of this Plan of Arrangement.

(b) the Class A Preferred Units and the Class B Preferred Units shall be exchanged for Class C Preferred Units on the following basis: for every one (1) Class A Preferred Unit or one (1) Class B Preferred Unit issued and outstanding, the Partnership shall issue one (1) Class C Preferred Unit to the holder thereof as fully paid and non-assessable in consideration for the cancellation of each such Class A Preferred Unit or Class B Preferred Unit respectively. Each Class A Preferred Unitholder and each Class B Preferred Unitholder will be entitled to jointly elect with the Partnership pursuant to subsection 97(2) of the Tax Act in respect of the exchange in order that the Class A Preferred Units and Class B Preferred Units so exchanged be deemed to have been transferred at the cost to the holder thereof of such units(s) immediately before the transfer, or such other amounts as may be specified by the holder of the Class A Preferred Units and Class B Preferred Units, as applicable, provided such amount is within the limits prescribed by the Tax Act;

(c) A cash bonus shall be declared and will be due and payable by LHMI to certain employees and consultants providing services to LHMI and its Affiliates in the aggregate amount of $1,800,000, less any applicable withholdings or deductions required to be made by LHMI in connection with the payment thereof or any other transaction contemplated under this Plan of Arrangement;

(d) Alaris shall sell the MEDIchair Intellectual Property to the Purchaser for an aggregate purchase price of $10,000,000 payable in cash;

(e) The Partnership shall sell the Partnership Intellectual Property to the Purchaser for an aggregate purchase price of $55,000,000 payable in cash;

(f) The Partnership shall pay the sum of $55,000,000 to the holder of the Class C Preferred Units as a return of Capital Contributions with respect to all of the issued and outstanding Class C Preferred Units, to the extent of the Capital Contributions in respect of such Class C Preferred Units and the balance, if any, as a cash distribution on such units.

[redacted]

income allocation

(g) LHMI will issue the New LHMI Debt and one common share to the Partnership in exchange for and in full satisfaction of the Participating Note and the Participating Note shall thereupon be cancelled;

(h) Each registered Residual Unitholder will be offered Dissent Rights, such Dissent Rights to be exercised no later than three days prior to the Partnership Meeting being held to consider the approval of the Plan of Arrangement. A Dissenting Residual Unitholder shall, at the Effective Date, cease to have any rights as a holder of Residual Units and shall only be entitled to be paid the fair value of the holder's Residual Units in accordance with Section 191 of the ABCA, as modified by this Plan of Arrangement and the Interim Order. A Dissenting Residual Unitholder who is paid the fair value of the holder's Residual Units shall be deemed to have transferred the holder's Residual Units to the Partnership at the Effective Date, notwithstanding the provisions of section 191 of the ABCA. A Dissenting Residual Unitholder who, for any reason is not entitled to be paid the fair value of the holder's Residual Units, shall be treated as if the holder had participated in the Arrangement on the same basis as a non-dissenting holder of Residual Units, notwithstanding the provisions of section 191 of the ABCA. The fair value of the Residual Units shall be determined as of the close of business on the last business day before the day on which the Arrangement is approved by the Partnership Securityholders; but in no event shall the Partnership be required to recognize such Dissenting Residual Unitholders as Residual Unitholders of the Partnership after the Effective Time and the names of such holders shall be removed from the applicable Partnership register of Residual Unitholders as at the Effective Time. For greater certainty, in addition to any other restrictions in section 191 of the ABCA, no person who has voted in favour of the Arrangement shall be entitled to exercise Dissent Rights;

(i) Each issued and outstanding Residual Unit will be transferred to the Purchaser in exchange for:

(a) $6.06 cash; and

(b) 15.61 Performance Shares (deposited with the Escrow Agent and held in accordance with and subject to the terms of the Escrow Agreement);

excluding those Residual Units held by the GP and those Residual Units held by Dissenting Residual Unitholders, who shall receive the amount set forth in step (h), and such Residual Unitholders shall cease to be holders of Residual Units so exchanged. The name of each Residual Unitholder who is so deemed to exchange his, her or its Residual Units, shall be removed from the central securities register of the Partnership and shall be added to the central securities register of the Purchaser as the holder of the number of Centric Shares deemed to have been received on the exchange. Each Residual Unitholder (other than the GP and Dissenting Residual Unitholders) will be entitled to jointly elect with the Purchaser pursuant to subsection 85(1) of the Tax Act for the Residual Units to be deemed to have been transferred to the Purchaser at the cost to the relevant Residual Unitholder of such Residual Units immediately before the transfer, or such other amount as may be specified by the Residual Unitholder, provided such amount is within the limits prescribed by the Tax Act.

(j) All of the issued and outstanding common shares of GP will be transferred to the Purchaser for aggregate consideration of $100.00, payable in cash;

(k) The New Partnership Agreement will become effective and, concurrently therewith, the Class C Preferred Units will be exchanged for Preferred Units on the following basis: for every one (1) Class C Preferred Unit issued and outstanding, the Partnership shall issue to the holder thereof one (1) Preferred Unit as fully paid and non-assessable in consideration for the cancellation of each such Class C Preferred Unit. Each Class C Preferred Unit holder will be entitled to jointly elect with the Partnership pursuant to subsection 97(2) of the Tax Act in respect of the exchange in order that the Class C Preferred Units so exchanged be deemed to have been transferred at the cost to the holder thereof of such Class C Preferred Units immediately before the transfer, or such other amount as may be specified by the holder of the Class C Preferred Units, provided such amount is within the limits prescribed by the Tax Act; and

(l) The foregoing matters will be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Date.

ARTICLE 4- OUTSTANDING CERTIFICATES AND FRACTIONAL SECURITIES

4.01 Effect on Unit Certificates

From and after the Effective Date, certificates formerly representing Residual Units, Class A Preferred Units, Class B Preferred Units and Class C Preferred Units shall represent only the right to receive the consideration to which the holders are entitled under the Arrangement, or as to those held by Dissenting Residual Unitholders, to receive the fair value of the Residual Units represented by such certificates pursuant to Section 3.01(h).

4.02 Issuance of New Share Certificates

Purchaser, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of Residual Units of a duly completed Letter of Transmittal and the certificates representing such Residual Units, will forward or cause to be forwarded by first class mail (postage prepaid): (a) a certificate or certificates representing the number of Performance Shares issued to such holder under the Arrangement to the Escrow Agent to be held pursuant to the terms of the Escrow Agreement for and on behalf of such Residual Unitholder; and (b) cash in the amount determined pursuant to Section 3.01(i), net of any applicable withholding taxes, to the Residual Unitholder at the address specified in the Letter of

Transmittal. Upon deposit by the holder of Class A Preferred Units and Class B Preferred Units of the certificates representing such units, and a duly completed Letter of Transmittal, a certificate representing the Preferred Units will be issued to the holder.

4.03 Replacement Certificates

If any certificate which immediately prior to the Effective Date represented an interest in outstanding Residual Units that were transferred or cancelled pursuant to Section 3.01 herein, has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Depositary will issue and deliver in exchange for such lost, stolen or destroyed certificate the consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement. Unless otherwise agreed to by the Partnership, the person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to the Partnership and its transfer agent, which bond is in form and substance satisfactory to the Partnership and its transfer agent, or shall otherwise indemnify the Partnership and its transfer agent against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

4.04 Time Limitation

Any certificate formerly representing Residual Units that is not deposited with all other documents as required by this Plan of Arrangement on or before the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature and, for greater certainty, the right of the holder of such Residual Units to receive certificates representing Performance Shares shall be deemed to be surrendered to the Partnership together with all dividends, distributions or cash payments thereon held for such holder.

4.05 Fractional Securities

No fractional Shares will be issued. In the event that a Residual Unitholder would otherwise be entitled to a fractional Performance Share hereunder, the number of Performance Shares issued to such Residual Unitholder shall be rounded down to the next whole number of Performance Shares. In calculating such fractional interests, all Residual Units registered in the name of or beneficially held by such Residual Unitholder or their nominee shall be aggregated.

4.06 Withholding Rights

The Partnership shall be entitled to deduct and withhold from the consideration payable to any Residual Unitholder under this Arrangement such amounts as the Partnership is required, entitled or permitted to deduct and withhold with respect to such payment under the Tax Act, the Code or any provision of any applicable federal, provincial, state, local or foreign tax laws, in each case, as amended. Specifically, unless a Residual Unitholder has confirmed, at the request of the Partnership or the Depositary, that the beneficial owner of the Residual Units is not a non-resident of Canada (as defined in the Tax Act), the Partnership and the Depositary shall be entitled to deduct and withhold from any consideration payable to the Residual Unitholder such number of Performance Shares as the Partnership or the Depositary reasonably believes are necessary to be withheld and subsequently sold on behalf of the beneficial owner of the Performance Shares in order to realize net proceeds equal to the amount that the Partnership or the Depositary reasonably believes that it is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the Code or any provision of federal, provincial, state, local or foreign tax laws, in each case, as amended. Any Performance Shares which are withheld and are not sold to fund the withholding tax obligations described above, shall be distributed to the Residual Unitholder. Neither the Partnership nor the Depositary will be liable for any loss arising out of any such sales or any loss arising from a delay in transferring Performance Shares to a Residual Unitholder. The Partnership and the Depositary shall sell the withheld Performance Shares as soon as practicable after the Effective Date and shall not be obligated to seek or obtain a minimum price for any sale of Performance Shares. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Unitholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

ARTICLE 5- AMENDMENT AND CONDITIONS

5.01 Amendment

The Arrangement Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:

(a) set out in writing;

(b) filed with the Court and, if made following the date the Arrangement Resolution is approved by the Unitholders approved by the Court; and

(c) communicated to holders of Residual Units if and as required by the Court.

5.02 Amendments Incorporated

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Arrangement Parties at any time prior to or on the date the Arrangement Resolution is approved by the Unitholders with or without any other prior notice or communication, and if so proposed and accepted by the persons voting on the Arrangement Resolution (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

5.03 Amendments After Arrangement Resolution

The Arrangement Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the date the Arrangement Resolution is approved by the Unitholders and prior to the Effective Date with the approval of the Court.

SCHEDULE "H"
REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP, THE GP, AND THE PRINCIPALS

1.1 Organization

Each of SCRC and Gatts is a corporation incorporated and existing under the laws of Alberta and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. Each of the Principals has all requisite legal capacity and authority to own and operate his properties and assets, and enter into and perform his obligations under this Agreement.

1.2 Authorization

This Agreement and the agreements contemplated herein to which the GP, Gatts, SCRC and the Principals are or will be a party have been duly authorized, executed and delivered by each of the GP, Gatts, SCRC and the Principals and are (or will be when executed and delivered) legal, valid and binding agreements of each of the GP, Gatts, SCRC and the Principals enforceable by the Purchaser in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

1.3 No Violation

The execution and delivery of this Agreement by each of the GP, Gatts, SCRC and the Principals and the consummation of the transactions herein provided for will not result in the material breach or material violation of any of the provisions of, or constitute a material default under, or materially conflict with or cause the acceleration of any obligation of such party under: (a) if applicable, any provision of the constating document or by-laws or resolutions of the board of directors (or any committee thereof) or shareholders or other decision making authority of such party, (b) any Contract to which such member is a party or by which it is bound; (c) any judgment, decree, order or award of any court, governmental body or arbitrator having jurisdiction over such party, or (d) any applicable Law.

1.4 No Other Agreements to Purchase

Other than as disclosed in Section 5 of the Partnership Disclosure Letter, no person other than Purchaser has any written or oral agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Partnership or the Acquired Companies.

Upon completion of the transactions contemplated by this Agreement, the Purchaser will have good and valid title to (i) all of the issued and outstanding Residual Units, and (ii) all of the issued and outstanding GP shares, in each case, free and clear of all

Liens other than (i) those restrictions on transfer, if any, contained in the articles of the GP, and (ii) Liens granted by the Purchaser.

1.5 Residency

None of the Former Holders or Principals is a non resident of Canada within the meaning of the Tax Act.

1.6 Jointly or In Concert

No one Former Holder is acting jointly or in concert with any other Former Holder, any Principal or any shareholder of the Purchaser in acquiring common shares of the Purchaser.

No one Principal is acting jointly or in concert with any other Principal, any Former Holder or any shareholder of the Purchaser in acquiring common shares of the Purchaser.

SCHEDULE "I"
REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP, THE GP, AND THE PRINCIPALS

1.1 Organization

(a) Each of the Acquired Companies is amalgamated, formed, or incorporated and existing under the laws of its jurisdiction of formation and has the corporate or other legal power to own or lease its property, to carry on the Business as now being conducted by it and, in the case of the Partnership and the GP, to enter into this Agreement and the agreements contemplated herein and to perform its obligations hereunder and thereunder. Each of the Acquired Companies is duly qualified to do business in each jurisdiction in which the nature of the Business or Assets makes such qualification necessary as set out in Section 2 of the Partnership Disclosure Letter.

(b) In the case of the Partnership it is a limited partnership duly formed and existing under the laws of its jurisdiction of formation.

1.2 Authorization

(a) This Agreement and the agreements contemplated herein to which the Partnership is or will be a party have been duly authorized, executed and delivered by the Partnership and are (or will be when executed and delivered) legal, valid and binding agreements of the Partnership enforceable by the Purchaser in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(b) The execution and delivery of and performance by the Partnership of this Agreement do not and will not result in the violation of any Law.

1.3 Capitalization

(a) The Partnership is authorized to issue an unlimited number of Residual Units, an unlimited number of Class A Preferred Units and an unlimited number of Class B Preferred Units. As of the date hereof, there are outstanding: [redacted] Residual Units, [redacted] Class A Preferred Units and [redacted] Class B Preferred Units of the Partnership, each of which are duly issued. The authorized capital of the GP is an unlimited number of Class A shares, Class B shares and Class C shares. As of the date hereof, there are outstanding: [redacted] Class A shares in the capital of the GP, each of which are duly issued and outstanding as fully paid and non-assessable shares. Numerical Value

(b) As of the date hereof, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments obligating the GP or the Partnership to issue or sell shares or securities or obligations of any kind convertible into or exchangeable for shares or securities.

1.4 Affiliates

Except for the entities set out in Section 3 of the Partnership Disclosure Letter, neither the GP nor the Partnership has any Affiliates or owns an equity interest in any person, nor do they or their Affiliates own or have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, nor do they or their Affiliates have any agreements to acquire or lease any other business operations. Section 4 of the Partnership Disclosure Letter sets out all of the issued shares or other equity interests of the Acquired Companies. The ownership of all of the issued and outstanding shares or other securities of each of the Acquired Companies is set forth in Section 4 of the Partnership Disclosure Letter. Except as disclosed in Section 5 of the Partnership Disclosure Letter, as of the date hereof, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments obligating any of the Acquired Companies to issue or sell shares or securities or obligations of any kind convertible into or exchangeable for shares or securities.

1.5 No Violation

Subject to obtaining the consents set forth in Section 17 of the Partnership Disclosure Letter, the execution and delivery of this Agreement and the agreements contemplated herein by the GP, the Partnership, Gatts, SCRC and the Principals and the consummation of the transactions herein and therein provided for will not (with the giving of notice, the lapse of time or the happening of any other event or condition):

(a) result in the breach or violation of, conflict with, or constitute a default or allow any person to exercise any rights adverse to the Acquired Companies under:

(i) the constating documents, partnership agreement or by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of any of the Acquired Companies;

(ii) any judgment, decree, order or award of any Governmental Entity having jurisdiction over any of the Acquired Companies;

(iii) any authorization held by any of the Acquired Companies which are necessary to the operation of its business or ownership of its securities; or

(iv) any applicable Laws, except as would not have a Material Adverse Effect; or

(b) result in the material breach or material violation of, materially conflict with, or constitute a material default or allow any person to exercise any rights materially adverse to the Acquired Companies under any Contract to which any of the Acquired Companies is a party or by which it or its Assets is bound; or

(c) result in the creation of any Liens on any of the property or assets of the Acquired Companies.

1.6 Owned Real Property

None of the Acquired Companies own, or during the time such entity was controlled by the Partnership and the GP, owned, nor have they agreed to acquire, any real or immovable property or any interest in any real or immovable property.

1.7 Leased Real Property

(a) A complete and accurate description of all the real and immovable property in which the Acquired Companies have any leasehold or subleasehold interest is set out on Section 6 of the Partnership Disclosure Letter (the "**Leased Real Property**"), including with respect to each part thereof, the landlord, the entity which holds such leasehold or subleasehold interest and a municipal address. The applicable Acquired Companies have a valid leasehold or subleasehold interest in and to the Leased Real Property, free and clear of Liens other than Permitted Liens.

(b) None of the Acquired Companies is a party to any lease, sublease or agreement to lease or sublease in respect of any real or immovable property, whether as lessor or lessee, other than the leases and subleases (collectively, the "**Leases**") described in Section 6 of the Partnership Disclosure Letter.

(c) Except as described in Section 6 of the Partnership Disclosure Letter, with respect to each Lease in respect of which an Acquired Company is the lessee or sublessee, such Acquired Company occupies the Leased Real Property and has the exclusive right to occupy and use the Leased Real Property. Each of the Leases is in good standing without any material defaults thereunder, and neither such Acquired Company nor, to the knowledge of the Partnership, any other party thereto is in material breach of any covenants, conditions or obligations contained therein. Each Leased Real Property is adequate and suitable for the purposes for which it is presently being used and the Acquired Companies have adequate rights of ingress and egress into each Leased Real Property for the operations of the Business. All rents and additional rents have been paid with respect to each of the Leases. No waiver, indulgence or postponement of the tenant's obligations have been granted by any landlord under any of the Leases. To the knowledge of the Partnership, all of the covenants to be performed by any other party under each of the Leases have been fully performed. Except as set out in Section 6 of the Partnership Disclosure Letter, the Partnership has provided a true and complete copy of each Lease and all amendments thereto to Purchaser.

1.8 Title to Personal and Other Property

(a) Except as set out in Section 7 of the Partnership Disclosure Letter, the Assets of the Acquired Companies (other than the real property) reflected in the Financial Statements are owned legally and beneficially by the Acquired Companies with a good and marketable title thereto, free and clear of all Liens other than Permitted Liens.

(b) The Assets include all rights and property necessary to enable the Acquired Companies to conduct the Business after the Closing substantially in the same manner as it was conducted prior to the Closing. All of the Assets are situated at the Leased Real Properties, other than some immaterial assets located on site at customer locations.

(c) No person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from the Acquired Companies of any of the Assets, other than Assets which are obsolete and which individually or in the aggregate do not exceed [redacted]. Numerical Value

(d) The equipment, technology and communications hardware and other tangible personal property and movable property of the Acquired Companies are structurally sound, in good operating condition and repair having regard to their use and age and are adequate and suitable for the purposes to which they are being put. None of such equipment or other property are in need of maintenance or repairs except for routine maintenance and repairs in the ordinary course that are not material in nature or cost.

1.9 <u>Financial Statements</u>

(a) With the exception of normal year-end audit adjustments, the absence of notes required by GAAP and the absence of a statement of cash flows for the Financial Statements of the Partnership have been prepared in accordance with GAAP applied on a basis consistent with prior periods and the Financial Statements present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition (with respect to the Partnership on a consolidated basis), of the Acquired Companies as at their respective dates and the revenues, earnings and results of operations of the Acquired Companies for the respective periods covered by them. The Partnership has provided true and complete copies of the Financial Statements to Purchaser.

(b) The Acquired Companies have no liabilities or obligations of any nature whatsoever, whether known, unknown, due, to become due, direct, indirect, absolute, contingent or otherwise, and of a type which, had they been known, would be required to be disclosed on the financial statements of the Acquired Companies (including the notes thereto) in accordance with GAAP and no matter, fact, circumstance or event has occurred which will give rise to any such liability or obligation after Closing of any nature whatsoever, except for, in either case, (i) liabilities and obligations reflected or reserved against in the Financial Statements, (ii) liabilities incurred after September 30, 2010 which liabilities are in the ordinary course, or (iii) liabilities and obligations disclosed in Section 8 of the Partnership Disclosure Letter.

(c) All payments made to the minority holders of securities in the Acquired Companies have been paid in accordance with the shareholders agreements, partnership agreements or other constating or governing documents of the Acquired Companies in which such interests are held. There have been no claims or allegations by minority holders of securities in the Acquired Companies with respect to the insufficiency of any such payments or that such payments are not in compliance with such agreements or documents.

1.10 Working Capital

Since December 31, 2009, the working capital of the Acquired Companies has been managed consistently with its past practice and has been sufficient for purposes of operating the Business in its present form and at is present level of activity and for purposes of fulfilling, in accordance with their respective terms, all contractual obligations which have been placed with or undertaken by the Acquired Companies.

1.11 Indebtedness

Section 9 of the Partnership Disclosure Letter sets out a complete and accurate description (with such section to be updated as at the Closing Date) of:

(a) all indebtedness of the Acquired Companies including all indebtedness for borrowed money and all lease obligations which are required to be capitalized pursuant to GAAP;

(b) all vendor take back notes or earn-out obligations owing to vendors of entities which have been purchased either in whole or in part by the Acquired Companies or any of them;

(c) all loan agreements, trust indentures, debentures, mortgages, hypothecs, promissory notes, letters of credit, surety bonds or other Contracts, or instruments providing for, representing or evidencing indebtedness of any Acquired Company;

(d) any Guarantees by any of the Acquired Companies to any third party with respect to any other Acquired Company or any other person;

(e) any Guarantees by any of Gatts, SCRC and the Principals with respect to any of the Acquired Companies; and

(f) all mortgages, hypothecs, charges, security interests, pledges, liens or other Liens on any of the property or assets of the Acquired Companies,

(collectively, but without duplication, "**Indebtedness**").

1.12 Intellectual Property

(a) Section 10 of the Partnership Disclosure Letter sets out:

(i) a list of all Intellectual Property owned by, licensed to (and corresponding Contracts) or otherwise used by the Acquired Companies in carrying on the Business other than commercial off-the-shelf software used in the ordinary course of business;

(ii) a list of all Intellectual Property licensed by the Acquired Companies to third parties and corresponding Contracts;

(iii) complete and accurate particulars of all registrations and applications for registration of the Owned Intellectual Property. Each of the Owned Intellectual Property which has been registered or applied for has been properly maintained and renewed by each of the Acquired Companies in accordance with all applicable Laws.

(b) All Intellectual Property used by the Acquired Companies in connection with the conduct of the Business is registered to, owned by or licensed to the Acquired Companies. To the knowledge of the Partnership, all such Intellectual Property is valid and enforceable. The Acquired Companies exclusively own all right, title and interest in and to the Owned Intellectual Property, free and clear of all Liens other than Permitted Liens and the Acquired Companies have the right to use all the Intellectual Property used by them in carrying on the Business. Each of the Acquired Companies has taken all reasonable steps to protect its rights in and to the Owned Intellectual Property, having regard to the relative value of the Owned Intellectual Property, in each case in accordance with industry practice. None of the Acquired Companies are a party to or bound by any Contract or other obligation that limits or impairs their ability to use, sell, transfer, assign or convey, or that otherwise affects, any of the Owned Intellectual Property. Except as disclosed on Section 10 of the Partnership Disclosure Letter, the Acquired Companies have not granted to any person any right, license or permission to use all or any portion of, or otherwise encumbered any of their rights in, or to, any of the Intellectual Property owned by, licensed to or used by any of the Acquired Companies. None of the Acquired Companies are obligated and do not have any liability whatsoever to pay any royalties, fees or other compensation to any person in respect of the ownership, use or license of any Intellectual Property other than licensing fees, maintenance fees, service fees and other fees or charges under the licences described on Section 11 of the Partnership Disclosure Letter.

(c) To the knowledge of the Partnership, neither the operation of the Business nor any of the Acquired Companies has infringed, misappropriated or otherwise violated or is infringing or misappropriating upon or otherwise violating the Intellectual Property of any person in the conduct of the Business. No claims have been asserted or, to the Partnership's knowledge, are threatened by any Person alleging that the conduct of the Business, including the use of the Intellectual Property owned by, licensed to or used by the Acquired Companies, infringes upon or otherwise violates any of such Person's Intellectual Property rights. To the knowledge of the Partnership, there are no valid grounds for any such *bona fide* claims by any such Persons alleging a conflict with or infringement or misappropriation of their Intellectual Property rights.

(d) All licenses relating to any Intellectual Property used in the conduct of the Business are in full force and effect and, subject to giving or obtaining the notices, consents and approvals described in Sections 10, 11 and 13 of the

Partnership Disclosure Letter, the terms of such licenses do not provide that they may be terminated, modified or restricted as a result of the execution of this Agreement or the consummation of the transactions contemplated herein and the transaction contemplated by this Agreement and the continued operation of the Business will not violate or breach the terms of any Intellectual Property license in any material respect or otherwise adversely affect the Acquired Companies' rights under any Intellectual Property license.

(e) The Intellectual Property owned by or licensed to the Acquired Companies or which the Acquired Companies otherwise have the right to use constitutes all Intellectual Property necessary for the conduct of the Business as presently conducted. Following Closing, subject to giving the notices or obtaining the consents and approvals each as described in Section 11 and 17 of the Partnership Disclosure Letter, the Acquired Companies will be entitled to continue to use, practice and exercise rights in, all of the Intellectual Property owned by, licensed to and used by the Acquired Companies, to the same extent and in the same manner as prior to Closing without financial obligation to any Person other than licensing fees, maintenance fees, service fees and other fees or charges under the licences described on Section 10 and 11 of the Partnership Disclosure Letter.

(f) Each of the Acquired Companies has taken all reasonable measures to protect all privacy, secrecy, confidential and other proprietary information of the Acquired Companies or such information of third parties.

(g) Section 12 of the Partnership Disclosure Letter lists all current and former employees, officers, directors, consultants, agents or contractors of each of the Acquired Companies who are or were directly involved to any material degree in the development of Intellectual Property of the Acquired Companies which is currently used in the Business (the "**Relevant Individuals**"). To the Partnership's knowledge, no Relevant Individual is in violation of any term of any employment or consulting or similar contract, proprietary information and inventions agreement, non-competition agreement, or any other contract or agreement relating to the relationship of any such individual which relates to the assignment of Intellectual Property or confidentiality. All non-assignable rights (including moral rights) to any Intellectual Property created on behalf of the Acquired Companies by the Relevant Individuals have been waived by the Relevant Individuals in favour of the Acquired Companies in accordance with applicable Laws.

(h) None of the Acquired Companies' Owned Intellectual Property has been developed with the assistance or use of any funding from third parties or third party agencies, including, but not limited to, funding from any Governmental Entity.

(i) Each of the Acquired Companies possess the requisite number of licenses for the use by its employees of the "off-the-shelf" third party software.

1.13 Insurance

Section 14 and 20 of the Partnership Disclosure Letter sets out all insurance policies (specifying the insurer, the type of insurance, the policy number and any pending claims thereunder) maintained by the Acquired Companies on their properties and assets, business or personnel as of the date hereof and true and complete copies of the most recent inspection reports, if any, received from insurance underwriters or others as to the condition of any of the assets of the Business. All premiums in respect of such policies that are due have been paid in full and such policies will be continued in full force and effect until their natural expiry and will not in any way be affected by, or terminate or lapse due to the transaction contemplated herein, except for the Acquired Companies' Directors' & Officers' insurance. None of the Acquired Companies is in default with respect to any of the material provisions contained in any such insurance policy and has not failed to give any notice or present any claim or circumstance that would reasonably be expected to give rise to a material claim under any such insurance policy in a due and timely fashion to the applicable insurer. There is no material claim pending under any current or prior insurance policy that has been disputed or denied by the Acquired Companies' insurers or as to which the Acquired Companies' insurers have reserved their rights. No limits of liability on any insurance policy have been exhausted by the payment of such claims. The Partnership has provided a true copy of each insurance policy referred to in Section 14 of the Partnership Disclosure Letter to Purchaser.

1.14 No Expropriation

No part of the property and assets of the Acquired Companies has been taken or expropriated by any Governmental Entity, nor has any notice or proceeding in respect thereof been given or commenced, nor is the Partnership aware of any intent or proposal to give any such notice or commence any such proceedings.

1.15 Material Contracts

Section 15 of the Partnership Disclosure Letter provides a complete list of the following Contracts (collectively, the "**Material Contracts**") to which the Acquired Companies are a party or by which they are bound: i) any Contract with any worker's compensation board, insurer, home health agency, community care access facility or similar entities in any province or territory of Canada; ii) any Contract for services representing $1,000,000 or more of gross revenue (determined in accordance with GAAP with reference to the Financial Statements for the year ended December 31, 2009); iii) any Contract other than a contract already required to be listed under another subsection of this Section 1.14 (but other than supply contracts entered into in the ordinary course) that: (a) expires or may be renewed by any person other than the Acquired Companies so as to expire more than one year after the date of this Agreement, and (b) is not terminable by the applicable Acquired Company on no more than 120 days notice; iv) any Contract related to any Indebtedness that will remain in place after the Closing; v) any Contract binding an Acquired Company to confidentiality, secrecy or non-disclosure obligations (other than with customers and suppliers entered into in the ordinary course and other than non-disclosure agreements with other potential purchasers or financiers of the Business and those entered into in the ordinary course in connection with potential acquisitions in the ordinary course by the Business) or any Contract limiting the freedom of the Acquired Companies to engage in any line of business other than the Business, compete with any person, solicit any person for any purpose or otherwise conduct its business; vi) any Contract otherwise material to the Business other than a contract already required to be listed under another subsection of this Section 1.14 or vii) the Material Leases. All such Material Contracts are in good standing and in full force and effect and no default by any Acquired Company has occurred thereunder, or, subject to the notifications, consents and approvals described in Section 17 of the Partnership Disclosure Letter, will occur as a result of the entering into of this Agreement or the carrying out of the transactions contemplated hereby other than as disclosed on Section 17 of the Partnership Disclosure Letter. The Partnership is not aware of any other defaults under the Material Contracts. The Partnership has provided a true and complete copy of each Material Contract and all amendments thereto to Purchaser. With respect to Contracts to which the Acquired Companies are parties that are not Material Contracts, except for certain acts or defaults which in the aggregate are not material, the Acquired Companies have not violated or breached any of the terms or conditions of any such Contract and to the knowledge of the Partnership all the covenants to be performed by any other party thereto have been performed in all material respects.

1.16 Compliance with Laws; Licences

The Business is conducted and the Acquired Companies are owned, named and constituted in compliance with applicable Laws. Section 16 of the Partnership Disclosure Letter sets out a list of all Appropriate Regulatory Approvals held by or granted to the Acquired Companies which are necessary to carry on the Business and own the Assets. Each Appropriate Regulatory Approval is valid, subsisting and in good standing and none of the Acquired Companies is in default or breach of any Appropriate Regulatory Approval except where same would not have a Material Adverse Effect and, to the knowledge of the Partnership, no proceeding is pending or threatened to revoke or limit any Appropriate Regulatory Approval.

Each regulated health professional that provide services for or on behalf of or under contract to the Acquired Companies is duly licensed to practice and in good standing with the applicable provincial health regulatory colleges and associations and provides such services in material compliance with all applicable Laws. Each such professional holds all necessary approvals and licences to provide the services in material compliance with applicable Laws, and all such approvals and licences are in good standing. The Partnership has provided the Purchaser with copies of all written complaints, inquiries or communications from or with, any Governmental Entity regarding the Business or the Acquired Companies received by the Acquired Companies in the past two years, other than routine correspondence and filings, such as annual registrations, reminders regarding renewal of registrations, complaints regarding individual registrants, filings and notifications in connection with acquisitions and amalgamations of clinics, changes to the by-laws and regulations of Governmental Entities, confirmations of education and registration with respect to new hires, awards programs, focus groups held by with respect to changes that may be implemented, feedback on the position statements of Governmental

Entities and elections held within the Governmental Entities. All the Acquired Companies comply with the legislative regimes for ownership of physiotherapy clinics.

The billing practices of each of the Acquired Companies are conducted in the ordinary course of Business, in compliance with applicable Laws and agreed industry practice.

1.17 Consents and Approvals

(a) There is no requirement to make any filing with, give any notice to or to obtain any Appropriate Regulatory Approval of any Governmental Entity as a condition to the lawful consummation of the transactions contemplated by this Agreement, except for the Appropriate Regulatory Approvals described in Section 16 of the Partnership Disclosure Letter.

(b) There is no requirement under any Material Contract to give any notice to, or to obtain the consent or approval of, any party to such agreement, instrument or commitment relating to the consummation of the transactions contemplated by this Agreement, except for the notifications, consents and approvals described in Section 17 of the Partnership Disclosure Letter. All of the consents required under the Material Leases are listed in Section 6 of the Partnership Disclosure Letter.

1.18 Books and Records

The accounting Books and Records of the Acquired Companies fairly and correctly set out and disclose, the financial position of the Acquired Companies as at the date hereof, and all financial transactions of the Acquired Companies have been accurately recorded in such Books and Records. The Books and Records are recorded, stored and maintained so as to be available to the Acquired Companies in the ordinary course.

1.19 Absence of Changes

Except as described in Section 18 of the Partnership Disclosure Letter, since December 31, 2009, the Business has been carried on only in the ordinary course and there has not been and, prior to the Time of Closing there will not have been:

(a) any event which has had or would be reasonably expected to have a Material Adverse Effect;

(b) any material damage, destruction or loss (whether or not covered by insurance) affecting the Assets of the Acquired Companies;

(c) any Indebtedness or other obligation or liability (whether absolute, accrued, contingent or otherwise, and whether due or to become due) incurred by the Acquired Companies other than in the ordinary course;

(d) any payment, discharge or satisfaction of any Lien, liability or obligation of any of the Acquired Companies (whether absolute, accrued, contingent or otherwise, and whether due or to become due) other than payment of interest and principal on outstanding debt and tax liabilities when due and the payment of accounts payable or accrued liability in the ordinary course;

(e) any labour trouble adversely affecting the Business;

(f) any licence, sale, assignment, transfer, disposition, pledge, mortgage or granting of a security interest or other Lien on or over any Assets of the Acquired Companies, other than in the ordinary course;

(g) any write-down of the value of any assets or any write-off as uncollectible of any accounts receivable or any portion thereof in amounts exceeding [redacted] in each instance or [redacted] in the aggregate that have not been reflected in the Financial Statements;

(h) any cancellation of any debts or claims owing to, or any amendment, termination or waiver of any rights of value to, any of the Acquired Companies in amounts exceeding [redacted] in each instance or [redacted] in the aggregate that have not been reflected in the Financial Statements; Numerical Value

(i) any sale, transfer or otherwise disposition of or diminishment in the value of any Assets except for Assets which are obsolete and which individually or in the aggregate do not exceed [redacted]

(j) any compromise or settlement of any litigation (other than employment related litigation involving amounts less than [redacted] in each instance or [redacted] in the aggregate), proceeding or other governmental action relating to the Assets, the Business or the Acquired Companies;

(k) any removal of any auditor or director or any termination of any officer or other senior management employee;

(l) (i) any general increase in the compensation of employees of the Acquired Companies (including any increase pursuant to any Employee Plan) except for increases which are made in the ordinary course, or (ii) any increase in the compensation or bonus payable to any officer or employee having an annual salary or remuneration in excess of [redacted] or (iii) the execution of any employment contract with any officer or employee (having an annual salary or remuneration in excess of [redacted], or (iv) the making of any loan to, or engagement in any transaction with, any employee, officer or director of any of the Acquired Companies;

(m) any change in the accounting or tax practices followed by the Acquired Companies; or

(n) any authorization, agreement or commitment to do any of the foregoing.

1.20 Non-Arm's Length Transactions

Except as described in Section 18 of the Partnership Disclosure Letter none of the Acquired Companies has made any payment or loan to, sold any assets to, or borrowed any moneys from or is otherwise indebted to, or guaranteed any of the debts of, any officer, director, employee, shareholder or any other person not dealing at arm's length with any of the Acquired Companies (within the meaning of the Tax Act) or any Affiliate of any of the foregoing, except as disclosed on the Financial Statements and except for usual employee reimbursements and compensation paid in the ordinary course; and except for Contracts of employment, the limited partnership agreements, the license agreements and shareholders agreements set out on Section 18 of the Partnership Disclosure Letter, none of the Acquired Companies is a party to any Contract with any officer, director, employee, shareholder or any other person not dealing at arm's length with any of the Acquired Companies (within the meaning of the Tax Act) or any Affiliate or Associate of any of the foregoing.

1.21 Taxes

Except as described in Section 19 of the Partnership Disclosure Letter, each of the Acquired Companies has duly filed on a timely basis all Tax Returns required to be filed by it and has paid all Taxes which are due and payable, and all assessments, reassessments, governmental charges, penalties, interest and fines due and payable by it. All Tax Returns filed are true, correct and complete. Each of the Acquired Companies has made adequate provision for Taxes payable by it for taxation periods ending on or up to and including the date hereof and on the Closing Date up to and including the Closing Date and any previous period. There are no actions, suits, proceedings, investigations or claims pending or, to the knowledge of the Partnership, threatened against, any of the Acquired Companies in respect of Taxes, governmental charges or assessments, nor are any material matters under discussion with any Governmental Entity relating to Taxes or assessments asserted by any such authority. Each of the Acquired Companies has withheld and collected all amounts required by applicable Law to be withheld or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Entity within the time prescribed under any applicable Law, except for such amounts as are not yet due. The liability for Taxes of each Acquired Company that is a corporation has been assessed by the Canada Revenue Agency for all fiscal years up to and including the fiscal year ended December 31, 2009 and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Tax Return by, or payment of any Tax, governmental charge or deficiency against, any Acquired Company. The Partnership has provided to Purchaser a true copy of all Tax Returns filed by each of the Acquired Companies in respect of the three last completed fiscal years of the Acquired Companies. There are no circumstances existing which could result in the application of section 17, section 78, section 79, or sections 80 to 80.04 of the Tax Act, or any equivalent provision under applicable Law, to any of the Acquired Companies. None of the Acquired Companies is subject to any liability for Taxes of any other person. No Acquired Company has entered into an agreement contemplated by section 191.3 of the Tax Act. No claim has ever been made by a Governmental Entity in respect of Taxes in a jurisdiction where an Acquired Company does not file Tax Returns that such Acquired Company is or may be subject to Tax by that jurisdiction. None of the Acquired Companies has acquired property or services from, or disposed of property or provided services to, a person with whom it does not deal at arm's length (within the meaning of the Tax Act) for an amount that is other than the fair market value of such property or services, nor has the Partnership been deemed to have done so for purposes of the Tax Act. None of the Acquired Companies has claimed a deduction for an expense that may be considered unreasonable or is capital in nature (unless specifically allowed under the Tax Act). No excess eligible dividend designation has been made which will subject the Acquired Companies to Tax under Part III.1 of the Tax Act (or any provincial equivalent) after the Closing Date, and the Acquired Companies will not as of the Closing Date have any liability under Part III of the Tax Act (or any provincial equivalent) in respect of an excessive capital dividend (as defined in subsection 89(1) of the Tax Act) election.

1.22 Litigation

Except as described in Section 20 of the Partnership Disclosure Letter, there are no material actions, orders, suits, grievance, arbitration, alternative dispute resolution process, complaints, disciplinary process or other proceedings (whether or not purportedly on behalf of any of the Acquired Companies) pending or, to the knowledge of the Partnership, threatened against or affecting, any of the Acquired Companies or, to the knowledge of the Partnership, their employees or independent contractors, at law or in equity or before or by any Governmental Entity or before or by an arbitrator or arbitration board, that in the reasonable determination of the Partnership have any reasonable prospect of proceeding to a formal claim. To the knowledge of the Partnership, there are no grounds on which any such action, suit, grievance, arbitration, complaint, disciplinary process, alternative dispute resolution process or other proceeding might be commenced with any reasonable likelihood of success. Except as disclosed in Section 20 of the Partnership Disclosure Letter, the Acquired Companies are not subject to any judgment, order or decree entered in any lawsuit or proceeding nor since January 1, 2009 have the Acquired Companies settled any claim prior to formal proceedings being brought (other than any claim involving a settlement of [redacted] or less as its sole remedy). Except as described in Section 20 of the Partnership Disclosure Letter, none of the Acquired Companies is the plaintiff or complainant in any action, suit or proceeding, grievance, arbitration or alternative dispute resolution process.

Numerical Value

1.23 Directors and Officers

Section 21 of the Partnership Disclosure Letter sets out the names and titles of all the officers and directors of each of the Acquired Companies.

1.24 Accounts and Attorneys

Section 22 of the Partnership Disclosure Letter sets forth a true and complete list showing:

(a) the name of each bank, trust company or similar institution in which any of the Acquired Companies has accounts or safe deposit boxes, the number or designation of each such account and safe deposit box and the names of all persons authorized to draw thereon or to have access thereto; and

(b) the name of each person, firm, corporation or business organization holding a general or special power of attorney from any of the Acquired Companies and a summary of the terms thereof.

1.25 Environmental

(a) The Acquired Companies carry on the Business in accordance with, and are in compliance in all material respects with, all applicable Laws relating to the protection of human health, natural resources, the environment or Hazardous Substances ("**Environmental Laws**"), and each of the Acquired Companies has all Appropriate Regulatory Approvals required under Environmental Laws to conduct the Business and to own, use and operate its Assets.

(b) None of the Acquired Companies has received any notice of, or been prosecuted for, non-compliance with any Environmental Laws, nor has any of the Acquired Companies settled any allegation of non-compliance prior to prosecution. There are no actions, proceedings, notices, orders, demands or directions relating to environmental matters requiring, or notifying any of the Acquired Companies that it is or may be responsible for, any investigation, containment, clean-up, remediation or other corrective action or any work, repairs, construction or capital expenditures to be made under Environmental Laws.

(c) To the knowledge of the Partnership, there are no Hazardous Substances located on, at or under any of the Leased Real Property, except for blood, needles and other similar hazardous substances ordinarily used in health clinics, which are used in material compliance with Environmental Laws.

(d) To the knowledge of the Partnership, none of the Leased Real Property (i) has ever been used by any Person as a waste disposal site or as a licensed landfill, or (ii) has ever had asbestos-containing materials, PCBs, radioactive substances or aboveground or underground storage systems, active or abandoned, located on, at or under them.

(e) To the knowledge of the Partnership, none of the Acquired Companies has transported, removed or disposed of any waste to a location outside of Canada.

(f) To the knowledge of the Partnership, there are no reports or documents prepared by third party consultants relating to the environmental matters affecting the Acquired Companies or the Leased Real Property which are in the possession or under the control of Gatts, SCRC or the Principals.

1.26 Employee Plans

The Partnership has provided Purchaser with a copy of each retirement, pension, bonus, stock purchase, profit sharing, stock option, retention, change of control, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or other compensation plan or arrangement or other employee benefit which is maintained, sponsored or otherwise contributed to or required to be contributed to, by any of the Acquired Companies for the benefit of its employees or former employees (the "**Employee Plans**"). Each Employee Plan has been maintained in material compliance with its terms and with the requirements prescribed by any and all applicable Laws that are applicable to such Employee Plan. Except as described in Section 23 of the Partnership Disclosure Letter:

(a) all contributions to, and payments from, each Employee Plan which may have been required to be made in accordance with the terms of any such Employee Plan, and, where applicable, the laws of the jurisdictions which govern such Employee Plan, have been made in a timely manner;

(b) all material reports, returns and similar documents (including applications for approval of contributions) with respect to any Employee Plan required to be filed with any Government Entity or distributed to any Employee Plan participant have been duly filed in a timely manner or distributed;

(c) none of the Acquired Companies currently sponsor or have ever sponsored a defined benefit pension plan;

(d) None of the Employee Plans provide for retiree benefits or for benefits to retired employees or to the beneficiaries or dependants of retired employees;

(e) there are no pending investigations by any Governmental Entity or authority involving or relating to any Employee Plan, no pending or, to the knowledge of the Partnership, threatened claims (except for claims for benefits payable in the normal operation of the Employee Plans), suits or proceedings against any Employee Plan or asserting any rights or claims to benefits under any Employee Plan which could give rise to a liability nor, to the knowledge of the Partnership, are there any facts that could give rise to any liability in the event of such investigation, claim, suit or proceeding; and

(f) no notice has been received by any of the Acquired Companies of any complaints or other proceedings of any kind involving any of the Acquired Companies or, to the Partnership's knowledge, any of the employees of the Acquired Companies before any pension board or committee relating to any Employee Plan or to the Business.

1.27 <u>Collective Agreements</u>

The only Collective Agreements are those listed in Section 24 of the Partnership Disclosure Letter, and none of the Acquired Companies has made any other Contracts with any labour union or employee association nor made commitments to or conducted negotiations with any labour union or employee association with respect to any future agreements and to the Partnership's knowledge there are no current attempts to organize or establish any labour union or employee association with respect to any Employees of the Acquired Companies nor is there any certification or pending certification of any such union with regard to a bargaining unit and no such attempts to organize or certification attempts have been made in the last three years. The Partnership has provided the Purchaser with true and complete copies of the Collective Agreements. There are no unfair labour practice or other material written complaints, grievances or arbitration proceedings pending or outstanding, or the knowledge of the Partnership, threatened against any of the Acquired Companies, other than as disclosed in Section 24 of the Partnership Disclosure Letter. There have been no work stoppages or slowdowns or strikes or other means of pressures by Employees or employee association (legal or otherwise) that the Acquired Companies have experienced in the past two years. Section 24 of the Partnership Disclosure Letter describes every material arbitral award arising in respect of any collective agreement described in that Section awarded in the past two years. No trade union has applied to have the Acquired Companies declared a common or related employer pursuant to the *Labour Relations Act* (Ontario) or any similar legislation in any jurisdiction in which the Acquired Companies carries on business.

1.28 **Employees**

(a) Section 25 of the Partnership Disclosure Letter contains a complete and accurate list of all Employees and Independent Contractors (without reference to employee number or name) whose annual cash compensation (including any benefits but excluding options) exceeds [redacted] as of the date of this Agreement and specifying (i) in the case of the Employees, the original hire date, title or classification and rate of salary or hourly pay or commission, or any bonuses paid in 2010, location, benefit eligibility, status, name of employer for each such Employee and whether they are subject to a written employment agreement or a Collective Agreement, and (ii) in the case of Independent Contractors, their profession, the contracting entity, the province of engagement, whether they are subject to a written agreement and their billings for the period January 1, 2010 to December 31, 2010. The written employment agreements for management Employees provided to the Purchaser are true and complete copies of such agreements. Numerical Value

(b) In addition, Section 25 of the Partnership Disclosure Letter contains for each Employee other than those omitted Employees referred to in such Section, their annual vacation entitlement in days, vacation days taken and vacation days remaining, their annual sick day entitlement, sick days taken and sick days remaining.

(c) Section 25 of the Partnership Disclosure Letter lists all Employees who on the date hereof are absent from work and have been absent from work for a period of more than one month, as of the Closing Date, including those individuals on lay off.

(d) Except as described in Section 20 of the Partnership Disclosure Letter, there are no complaints, claims or charges outstanding, or to the best of the knowledge of the Partnership, anticipated, nor are there any orders, decisions, directions or convictions currently registered or outstanding by any tribunal or agency against or in respect of any of the Acquired Companies under or in respect of any applicable Laws relating to labour relations, employment standards, pension benefits, workplace safety, human rights, occupational health and safety, pay equity, employment equity, employment insurance or otherwise relating to employees. Each of the Acquired Companies is in material compliance with all such applicable Laws.

(e) Except as disclosed in Section 25 of the Partnership Disclosure Letter, all Employees are subject to employment agreements which provide them with notice or severance pay which is no greater than what would be required under applicable Law. There are no employment agreements which contain payments or bonuses triggered by a change of control.

(f) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workplace safety and insurance/workers' compensation legislation in respect of the Acquired Companies and the Acquired Companies have not been reassessed in any material respect under such legislation during the past two years. To the knowledge of the Partnership, no audit of the Acquired Companies is currently being performed pursuant to any applicable workplace safety and insurance/workers' compensation legislation. There are no claims or, to the knowledge of the Partnership, potential claims which may materially adversely affect the accident cost experience in respect of any of the Acquired Companies. Any Acquired Company that is not registered under any workers' compensation scheme is exempt in accordance with applicable Law.

(g) Each Independent Contractor has been properly classified by the Acquired Companies as an independent contractor and none of the Acquired Companies have received any notice from any Governmental Entity disputing such classification.

(h) None of the Acquired Companies has received any orders and inspection reports under applicable occupational health and safety legislation ("**OHSA**") in the last two years and there are no charges pending under OHSA. The Acquired Companies have complied in all material respects with any orders issued under OHSA and there are no appeals of any orders under OHSA currently outstanding.

(i) Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment becoming due to any current or former director, trustee, officer, employee or independent contractor of the Acquired Companies, (ii) increase any benefits otherwise payable under any Employee Plan, (iii) result in any acceleration of the time of payment or vesting of any benefits under any Employee Plan, (iv) require the funding of any benefits under any Employee Plan, or (v) result in the breach or violation of any Collective Agreement.

(j) Purchaser have been provided with, with respect to licensed professionals, a listing, by location of how many of each type of professional is engaged or employed at each location, how many of each type of professional is an employee or alternatively, an independent contractor and if employed, how many are subject to the Acquired Companies variable pay programme.

1.29 Employee Accruals

All accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, Canada Pension Plan and Quebec Pension Plan premiums, accrued wages, bonuses, salaries and commissions and employee benefit plan payments have been reflected in the Books and Records of the Acquired Companies.

1.30 Competition Act

As of December 31, 2010, the Partnership and its Affiliates have assets in Canada with an aggregate value of approximately [redacted], and gross revenues from sales in, from and into Canada with an aggregate value of approximately [redacted], as determined in accordance with the *Competition Act* (Canada).

Numerical Value

1.31 Privacy and Consents

The Acquired Companies are, and have been since required by law, conducting the Business in compliance with all applicable Laws governing privacy and the protection of personal information, including the *Personal Information Protection and Electronic Documents Act* (Canada), other than acts of non-compliance which individually or in the aggregate are not material. The Acquired Companies have one or more written privacy policies which govern the collection, use and disclosure of personal information by them and the Acquired Companies are in compliance in all material respects with such policies as are applicable to each of them. The Acquired Companies obtain, use and retain all requisite medical and informational consents in relation to the provision of health care services in the clinics or businesses operated by the Acquired Companies.

1.32 Customers

As at the date hereof, the Partnership has no reason to believe that the benefits of any relationship with any of the major customers of the Acquired Companies will not continue after the Closing Date in substantially the same manner as prior to the date of this Agreement.

1.33 Full Disclosure

Neither this Agreement nor any form of agreement, certificate, acknowledgment or other document provided to the Purchaser pursuant to this Agreement contains any untrue statement of a material fact in respect of the Partnership, the GP, Gatts, SCRC and the Principals, the affairs, prospects, operations or condition of each of the Partnership, the GP, Gatts, SCRC and the Principals, their assets or business, or omits any statement of a material fact necessary in order to make such statements not misleading. There is no fact known to the Partnership, the GP, Gatts, SCRC or the Principals which materially and adversely affects the affairs, prospects, operations or condition of the Acquired Companies, their assets or business which has not been set forth in this

Agreement or in a documents provided pursuant to this Agreement or otherwise disclosed to the Purchaser.

SCHEDULE "J"
GENERAL REPRESENTATIONS AND WARRANTIES OF ALARIS

1.1 Organization

Each of Alaris and its general partner is amalgamated, formed, or incorporated and existing under the laws of its jurisdiction of formation and has the corporate or other legal power to own or lease its property, to carry on its business as now being conducted by it and enter into this Agreement and the agreements contemplated herein and to perform its obligations hereunder and thereunder.

1.2 Authorization

This Agreement and the agreements contemplated herein to which Alaris is or will be a party has been duly authorized, executed and delivered by Alaris and is (or will be when executed and delivered) legal, valid and binding agreements of Alaris enforceable by the Purchaser in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

1.3 No Violation

The execution and delivery of this Agreement by Alaris and the consummation of the transactions herein provided for will not result in the material breach or material violation of any of the provisions of, or constitute a material default under, or materially conflict with or cause the acceleration of any obligation of such member under: (a) if applicable, any provision of the constating agreement or by-laws or resolutions of the board of directors (or any committee thereof) or shareholders or other decision making authority of such member, (b) any Contract to which such member is a party or by which it is bound; (c) any judgment, decree, order or award of any court, governmental body or arbitrator having jurisdiction over such member, or (d) any applicable Law.

1.4 Partnership Agreement

(a) Alaris is in full compliance up to the date hereof with the Partnership Agreement and is not in breach of its obligations thereunder; and

(b) Alaris is the legal and beneficial owner of all of the Class A Preferred Units and all of the Class B Preferred Units with a good title, free and clear of all Liens, except for the restrictions on transfers in the Partnership Agreement.

1.5 Taxes

Alaris is not a "non-resident" within the meaning of the Tax Act.

SCHEDULE "K"
INTELLECTUAL PROPERTY REPRESENTATIONS AND WARRANTIES OF ALARIS

1.1 MEDIchair Intellectual Property

(a) Section 13 of the Partnership Disclosure Letter sets out:

(i) a list of all MEDIchair Intellectual Property owned by Alaris which is used by one or more of the Acquired Companies in connection with the conduct of the Business;

(ii) complete and accurate particulars of all registrations and applications for registration of the MEDIchair Intellectual Property owned by Alaris. The MEDIchair Intellectual Property which has been registered or applied for has been properly maintained and renewed by Alaris in accordance with all applicable Laws.

(b) The MEDIchair Intellectual Property used by one or more of the Acquired Companies in connection with the conduct of the Business is owned by Alaris. Alaris exclusively owns all right, title and interest in and to the MEDIchair Intellectual Property, free and clear of all Liens other than Permitted Liens. Alaris has taken all reasonable steps to protect its rights in and to the MEDIchair Intellectual Property, having regard to the relative value of such MEDIchair Intellectual Property to Alaris, in accordance with industry practice.

(c) Other than in respect to one or more of the Acquired Companies, Alaris is not a party to or bound by any Contract or other obligation that limits or impairs its ability to use, sell, transfer, assign or convey, or that otherwise affects, the MEDIchair Intellectual Property. Other than to one or more of the Acquired Companies, Alaris has not granted to any Person any right, license or permission to use all or any portion of, or otherwise encumbered any of their rights in, or to, the MEDIchair Intellectual Property. Alaris is not obligated and does not have any liability whatsoever to pay any royalties, fees or other compensation to any Person in respect of the ownership, use or license of the MEDIchair Intellectual Property.

(d) To the knowledge of Alaris, its use of the MEDIchair Intellectual Property has not infringed, misappropriated or otherwise violated or is infringing or misappropriating upon or otherwise violating the Intellectual Property of any Person. No claims have been asserted or, to Alaris' knowledge, are threatened by any Person alleging that its use of the MEDIchair Intellectual Property infringes upon or otherwise violates any of the Intellectual Property rights of such Person nor, to the knowledge of Alaris, are there any *bona fide* grounds on which such a claim could be made by any such Person.

(e) Alaris has taken all reasonable measures to protect all privacy, secrecy, confidential and other proprietary information of associated with the MEDIchair Intellectual Property.

(f) To the knowledge of Alaris, none of Alaris' owned MEDIchair Intellectual Property has been developed with the assistance or use of any funding from third parties or third party agencies, including, but not limited to, funding from any Governmental Entity.

SCHEDULE "L"
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

1.1 Organization

The Purchaser is a corporation incorporated and existing under the laws of Canada and has the corporate powers and authority to own its property and assets and carry on its business as presently being conducted by it and to enter into and perform its obligations under this Agreement.

1.2 Authorization

This Agreement and the agreements contemplated herein to which the Purchaser is or will be a party has been duly authorized, executed and delivered by the Purchaser and is (or will be when executed and delivered) legal, valid and binding agreements of Purchaser enforceable by the other Parties in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

1.3 No Violation

The execution and delivery of and performance by the Purchaser of this Agreement does not and will not result in the violation of any Law.

1.4 Capitalization

The authorized share capital of the Purchaser consists of an unlimited number of common shares. As of the date of this Agreement, 93,370,551 common shares are issued and outstanding. All of the common shares have been duly and validly allotted and issued and are fully paid and non-assessable shares in the capital of the Purchaser.

1.5 Jointly or In Concert

The Purchaser is not acting jointly or in concert with any Former Holder, any Principal or any unitholder of the Partnership in acquiring the Residual Units of the Partnership.

1.6 Financial Statements

The audited consolidated financial statements and unaudited consolidated interim financial statements of the Purchaser included in the Purchaser's Current Public Disclosure Record fairly present, in all material respects, in conformity with GAAP applied on a consistent basis (except as may be indicated in the notes thereto), the consolidated financial position of the Purchaser and its consolidated affiliates as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal year-end adjustments and the absence of footnotes in the case of any unaudited interim financial statements).

There are no liabilities or obligations of the Purchaser or any of its affiliates of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than: (i) liabilities or obligations disclosed in the Purchaser's Financial Statements; (ii) liabilities or obligations incurred in the ordinary course of business consistent with past practice since December 31, 2010; (iii) liabilities or obligations incurred in connection with the transactions contemplated hereby; and (iv) liabilities or obligations that would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

1.7 Absence of Changes

Since December 31, 2010, other than the transactions contemplated in this Agreement, the business of the Purchaser and its affiliates has been conducted in the ordinary course consistent with past practices and there has not been any event, occurrence, development or state of circumstances or facts that has had or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

1.8 Compliance with Laws

The Purchaser and each of its affiliates is, and since December 31, 2010 has been, in compliance with, and to the knowledge of the Purchaser is not under investigation with respect to and has not been threatened to be charged with or given notice of any violation of, any Laws, except for failures to comply or violations that have not had and would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

1.9 Compliance with Securities Laws

The Purchaser is a "reporting issuer" or the equivalent in good standing under the applicable Canadian securities laws in Ontario, Alberta and British Columbia and is not in default of any material requirements of any securities laws applicable in such jurisdictions. The common shares of the Purchaser are listed for trading on the TSX and the Purchaser is in compliance with the material rules and policies of the TSX. No delisting, suspension of trading in or cease trading order with respect to any of its shares is pending or, to the knowledge of the Purchaser, threatened. The documents comprising the Purchaser's Current Public Disclosure Record did not at the time filed with securities regulatory authorities, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, not misleading in light of the circumstances under which they were made. The Purchaser has timely filed with the securities regulatory authorities all material forms, reports, schedules, statements and other documents required to be filed by the Purchaser with the securities regulatory authorities and such forms, reports, schedules, statements and other documents were prepared in accordance with and complied with applicable securities Laws. The Purchaser has not filed any confidential material change report which at the date hereof remains confidential.

1.10 Litigation

As of the date hereof, there is no legal proceeding pending against, or, to the knowledge of the Purchaser, threatened against or affecting, the Purchaser or any of its affiliates before any Governmental Entity or other Person, that would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

1.11 Material Contracts

Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, (i) neither the Purchaser nor any of its affiliates is in breach of or default under the terms of any material contract, (ii) as of the date hereof, to the knowledge of the Purchaser, no other party to any material contract is in breach of or default under the terms of any such material contract and (iii) each material contract is a valid and binding obligation of the Purchaser or its affiliate that is a party thereto and is in full force and effect.

1.12 Insurance

Each of the Purchaser and its affiliates is, and has been continuously since December 31, 2010, insured by reputable and financially responsible insurers. The insurance policies of the Purchaser and its affiliates are in all material respects in full force and effect in accordance with their terms.

1.13 Competition Act

As of December 31, 2010, the Purchaser and its affiliates have assets in Canada with an aggregate value of approximately [redacted] million, and gross revenues from sales in, from and into Canada with an aggregate value of approximately [redacted] million, as determined in accordance with the *Competition Act* (Canada). Numerical Value

1.14 Performance Shares

Upon the release of the Performance Shares, there shall be no restrictions on the resale of the applicable Performance Shares other than those imposed under applicable securities Laws.

Upon their issuance, the Performance Shares will be validly issued and outstanding as fully paid and non-assessable common shares free and clear of any and all Liens. The Performance Shares are being issued pursuant to an exemption from the take-over bid requirements of applicable securities Laws and upon their issuance, are freely tradeable common shares, subject to the Escrow Agreement.

1.15 Tax Act

The Purchaser is a taxable Canadian corporation as defined in the Tax Act.

SCHEDULE "M"
RELEASE AND LIST OF PERSONS EXECUTING SUCH RELEASE

See attached.

RELEASE

TO: Lifemark Health Limited Partnership (the "**Partnership**"), 1141273 Alberta Ltd. (the "**GP**") and the other Released Persons (as defined below)

Pursuant to an arrangement agreement dated May 5, 2011 (the "**Arrangement Agreement**"), among, *inter alia,* Centric Health Corporation (the "**Purchaser**"), the Partnership, the GP, Craig Gattinger ("**Gattinger**") and Ron Lowe ("**Lowe**"), the parties agreed to effect a transaction by plan of arrangement whereby, among other things, the Purchaser will acquire all the residual limited partnership units of the Partnership along with shares of the GP. As contemplated by the Arrangement Agreement, each of Gattinger, Lowe, Stephen King and Tom Saunders (collectively, "**the Directors**") has agreed to release the Released Persons on the terms of this release. Each of the Directors has agreed to this release for good and valuable consideration and acknowledges the receipt and sufficiency of such consideration.

Each of the Directors irrevocably and unconditionally releases and discharges the Released Persons from any and all Released Claims except for the Excluded Claims. "**Released Claims**" means any and all Claims which any of the Directors has now, or may have in the future, against any Released Person, relating to or arising out of any cause, matter or thing whatsoever. "**Excluded Claims**" means any Claims that the Directors may have against a Released Person relating to, arising out of or involving: (i) its rights under the Arrangement Agreement, or any agreement or other document entered into pursuant to or in connection with the Arrangement Agreement, or (ii) fraud or wilful misconduct on the part of the Released Person.

As used in this release, "**Released Persons**" means the Partnership and its affiliates and their respective directors, officers, employees and agents and representatives, both current and former. As used in this release, "**Claims**" means all actions, causes of action, suits, proceedings, executions, judgements, duties, debts, accounts, contracts and covenants, claims and demands whatsoever for losses, damages, liabilities, indemnity, costs, expenses, interest or injury of every nature and kind whether in law or in equity.

Each of the Directors represent, warrant and covenant that it has not assigned and will not assign to any other person or entity any of the Released Claims. Each of the Directors agree and undertake not to (i) encourage or instigate any Claims by other persons or entities against the Released Persons in connection with the Released Claims; or (ii) institute or continue any proceedings by way of action, arbitration or otherwise against any person or entity who or which might be entitled to claim contribution, indemnity, damages or other relief over or against any of the Released Persons in connection with the Released Claims.

Each of the Directors agree to fully indemnify and save harmless each of the Released Persons from and against any losses, liabilities, claims, damages, costs and expenses suffered or incurred by any of the Released Persons as a result of the Directors making or bringing any Released Claim against any other person or entity, whether by reason of such other person or entity claiming contribution or indemnity from any of the Released Persons in respect of such a Released Claim or otherwise.

This release enures to the benefit of each of the Released Persons, and their respective successors, heirs, legal representatives and assigns. This release is binding upon each of the Directors and its successors, heirs, legal representatives and assigns.

This release will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF each of the Directors has executed this release at ______________________ on _______________, ____________________, 2011.

WITNESS	RON LOWE
WITNESS	CRAIG GATTINGER
WITNESS	STEPHEN KING
WITNESS	TOM SAUNDERS

SCHEDULE "N"
ARRANGEMENT RESOLUTION

"BE IT RESOLVED THAT:

1. the arrangement ("Arrangement") under section 193 of the Business Corporations Act (Alberta) substantially as set forth in the plan of arrangement ("Plan of Arrangement") attached as schedule G to the arrangement agreement, dated May 5, 2011 ("Arrangement Agreement") an attachment to and forming part of the information circular of the LifeMark Health Limited Partnership ("Partnership") dated •, 2011, accompanying the notice of this meeting (the "Circular") and all transactions contemplated thereby, be and are hereby ratified, authorized and approved;

2. notwithstanding that this resolution has been duly passed and/or has received the approval of the Court of Queen's Bench of Alberta, the board of directors of 1141273 Alberta Ltd., general partner of the Partnership, may, if permitted pursuant to the terms and conditions of the Arrangement Agreement, without further notice to or approval of the holders of units of the Partnership, or other interested or affected parties, amend or terminate the Arrangement Agreement or the Plan of Arrangement or revoke this resolution at any time prior to the filing of articles of arrangement ("Articles of Arrangement") giving effect to the Arrangement; and

3. any director or officer of 1141273 Alberta Ltd. is hereby authorized, for and on behalf of the Partnership, to execute and deliver Articles of Arrangement and to execute, with or without the corporate seal, and, if appropriate, deliver all other documents and instruments and to do all other things as in the opinion of such director or officer may be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document or instrument, and the taking of any such action."

SCHEDULE "O"
RELEASE EXECUTED BY THE RESIDUAL UNITHOLDER REPRESENTATIVE

See attached.

RELEASE

TO: Lifemark Health Limited Partnership (the "**Partnership**"), 1141273 Alberta Ltd. (the "**GP**") and the other Released Persons (as defined below)

Pursuant to an arrangement agreement dated May 5, 2011 (the "**Arrangement Agreement**"), among, *inter alia,* Centric Health Corporation (the "**Purchaser**"), the Partnership, the GP, and Craig Gattinger as Residual Unitholder Representative of the Former Holders, the parties agreed to effect a transaction by plan of arrangement whereby, among other things, the Purchaser will acquire all the residual limited partnership units of the Partnership along with shares of the GP. Capitalized terms used herein and not otherwise defined have the meanings specified in the Arrangement Agreement.

Pursuant to Section 8.1 of the Arrangement Agreement and by virtue of its approval, the Residual Unitholder Representative has been irrevocably constituted and appointed as the true, exclusive and lawful attorney-in-fact of the Former Holders to act in the name, place and stead of the Former Holders in connection with the terms and provisions of this release. As contemplated by the Arrangement Agreement, each of the Former Holders has agreed to release the Released Persons on the terms of this release. Each of the Former Holders has agreed to this release for good and valuable consideration and acknowledges the receipt and sufficiency of such consideration.

Each of the Former Holders irrevocably and unconditionally releases and discharges the Released Persons from any and all Released Claims except for the Excluded Claims. "**Released Claims**" means any and all Claims which any of the Former Holders has now, or may have in the future, against any Released Person, relating to or arising out of any cause, matter or thing whatsoever. "**Excluded Claims**" means any Claims that the Former Holders may have against a Released Person relating to, arising out of or involving: (i) its rights under the Arrangement Agreement, or any agreement or other document entered into pursuant to or in connection with the Arrangement Agreement, or (ii) fraud or wilful misconduct on the part of the Released Person.

As used in this release, "**Released Persons**" means the Partnership and its affiliates and their respective directors, officers, employees and agents and representatives, both current and former. As used in this release, "**Claims**" means all actions, causes of action, suits, proceedings, executions, judgements, duties, debts, accounts, contracts and covenants, claims and demands whatsoever for losses, damages, liabilities, indemnity, costs, expenses, interest or injury of every nature and kind whether in law or in equity.

Each of the Former Holders represent, warrant and covenant that it has not assigned and will not assign to any other person or entity any of the Released Claims. Each of the Former Holders agree and undertake not to (i) encourage or instigate any Claims by other persons or entities against the Released Persons in connection with the Released Claims; or (ii) institute or continue any proceedings by way of action, arbitration or otherwise against any person or entity who or which might be entitled to claim contribution, indemnity, damages or other relief over or against any of the Released Persons in connection with the Released Claims.

Each of the Former Holders agree to fully indemnify and save harmless each of the Released Persons from and against any losses, liabilities, claims, damages, costs and expenses suffered or incurred by any of the Released Persons as a result of the Former Holders making or bringing any Released Claim against any other person or entity, whether by reason of such other person or entity claiming contribution or indemnity from any of the Released Persons in respect of such a Released Claim or otherwise.

This release enures to the benefit of each of the Released Persons, and their respective successors, heirs, legal representatives and assigns. This release is binding upon each of the Former Holders and its successors, heirs, legal representatives and assigns.

This release will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF each of the Former Holders has executed this release at ______________________ on _______________, ____________________, 2011.

______________________________	______________________________
WITNESS	**CRAIG GATTINGER in his capacity as Residual Unitholder Representative**

SCHEDULE "P"
RELEASE EXECUTED BY THE GP

See attached.

RELEASE

TO: Stephen King and Tom Saunders (the "**Directors**")

Pursuant to an arrangement agreement dated May 5, 2011 (the "**Arrangement Agreement**"), among, *inter alia*, Centric Health Corporation (the "**Purchaser**"), the Lifemark Health Limited Partnership (the "**Partnership**") and 1141273 Alberta Ltd. (the "**GP**"), the parties agreed to effect a transaction by plan of arrangement whereby, among other things, the Purchaser will acquire all the residual limited partnership units of the Partnership along with shares of the GP. As contemplated by the Arrangement Agreement, the Former Holders (as therein defined) have agreed to permit the GP to release the Directors on the terms of this release upon receipt from the each of Directors of a resignation from their position as a director and a release from each of the Directors in favour of the GP and the Purchaser. The GP has agreed to this release for good and valuable consideration and acknowledges the receipt and sufficiency of such consideration.

The GP irrevocably and unconditionally releases and discharges each of the Directors from any and all Released Claims except for the Excluded Claims. "**Released Claims**" means any and all Claims which the GP has now, or may have in the future, against the Directors, relating to or arising out of the Directors relationship with the GP as a director. "**Excluded Claims**" means any Claims that the GP may have against the Directors relating to, arising out of or involving (i) its rights under the Arrangement Agreement, or any agreement or other document entered into pursuant to or in connection with the Arrangement Agreement, or (ii) fraud, bad faith, breach of fiduciary duty, or wilful misconduct on the part of the Directors.

As used in this release, "**Claims**" means all actions, causes of action, suits, proceedings, executions, judgements, duties, debts, accounts, contracts and covenants (whether express or implied), claims and demands whatsoever for losses, liabilities, damages, indemnity, costs, expenses, interest or injury of every nature and kind whether in law or in equity.

The GP represents, warrants and covenants that it has not assigned and will not assign to any other person or entity any of the Released Claims. The GP agrees and undertakes not to (i) encourage or instigate any Claims by other persons or entities against the Released Persons in connection with the Released Claims; or (ii) institute or continue any proceedings by way of action, arbitration or otherwise against any person or entity who or which might be entitled to claim contribution, indemnity, damages or other relief over or against any of the Released Persons in connection with the Released Claims.

This release shall enure to the benefit of the Directors and their heirs and legal representatives and shall be binding upon the undersigned and its successors and assigns.

IN WITNESS WHEREOF the GP has executed this release at ____________ on ____________________.

1141273 ALBERTA LTD.

By: ____________________________________
Authorized Signing Officer