

Confidential and Commercially Sensitive Information Has Been Redacted From This Document

THIS SIXTH AMENDING AGREEMENT (this “**Sixth Amending Agreement**”) made as of the 28th day of December, 2012

A M O N G:

CENTRIC HEALTH CORPORATION

(hereinafter called the “**Borrower**”),

OF THE FIRST PART

- and -

THE FINANCIAL INSTITUTIONS indicated on the signature pages hereto

(herein called the “**Lenders**”),

OF THE SECOND PART

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent

(herein called the “**Agent**”)

OF THE THIRD PART

WHEREAS the Borrower, the Agent and the Lenders are party to a credit agreement dated as of June 9, 2011 (as amended on August 15, 2011, November 30, 2011, January 31, 2012, March 30, 2012 and May 10, 2012, the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to further amend certain terms and conditions of the Credit Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and for other good and valuable considerations, the parties hereto agree to amend the Credit Agreement as provided herein:

Section 1 General

In this Sixth Amending Agreement (including the recitals) unless otherwise defined or the context otherwise requires, all capitalized terms shall have the respective meanings specified in the Credit Agreement.

Section 2 To be Read with Credit Agreement

This Sixth Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Sixth Amending Agreement otherwise requires, the Credit Agreement and this Sixth Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Sixth Amending Agreement were contained in one agreement. The term “Agreement” when used in the Credit Agreement means the Credit Agreement as amended, supplemented or modified from time to time.

Section 3 Amendments

- (a) Section 10.02(1) of the Credit Agreement is hereby amended by deleting the reference “October 1, 2012 to March 31, 2013 3.75:1.0” and replacing such deletion as follows:

“October 1, 2012 to December 31, 2012 4.0:1.0

January 1, 2013 to March 31, 2013 3.75:1.0”

- (b) Section 10.02(2) of the Credit Agreement is hereby deleted in its entirety and replaced as follows:

“(2) Fixed Charge Coverage Ratio The Borrower, on a consolidated basis but excluding Excluded Subsidiaries, will ensure that its Fixed Charge Coverage Ratio is not at any time, in respect to the immediately preceding Four Quarter Period, less than (i) 1.15:1.0 for the period from the Closing Date to June 30, 2012, (ii) 1.05:1.0 for the period July 1, 2012 to September 30, 2012, (iii) 0.95:1.0 for the period October 1, 2012 to December 31, 2012, (iv) 1.05:1.0 for the period January 1, 2013 to March 31, 2013, and (iv) at all times thereafter 1.15:1.0.”

- (c) Section 10.02(6) of the Credit Agreement is hereby amended by deleting the reference “October 1, 2012 to March 31, 2013 5.00:1.0” and replacing such deletion as follows:

“October 1, 2012 to December 31, 2012 5.50:1.0

January 1, 2013 to March 31, 2013 5.00:1.0”

- (d) Section 10.04(8) of the Credit Agreement is hereby amended by adding the words: “provided that all Acquisitions shall require consent of all Lenders” at the end thereof.

- (e) Section 10.04(9) of the Credit Agreement is hereby deleted in its entirety and replaced as follows:

“(9) Capital Expenditures Make or enter into any agreement which would require it to make any Capital Expenditures in excess of \$8,000,000 in any Fiscal Year or use Advances under the Revolving Facility to make any Capital Expenditures.”

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Sixth Amending Agreement, the Borrower represents and warrants to the Agent and the Lenders as follows, which representations and warranties shall survive the execution and delivery hereof:

- (a) the representations and warranties set forth in Article 9 of the Credit Agreement continue to be true and correct as of the date hereof with reference to facts subsisting on such date except for those representations and warranties which speak to a specific date;
- (b) all consents and approvals required in connection with the execution and delivery by the Borrower of this Sixth Amending Agreement have been obtained;
- (c) the execution and delivery of this Sixth Amending Agreement does not conflict with or contravene any agreement to which the Borrower is party;
- (d) all necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance of this Sixth Amending Agreement by the Borrower. The Borrower has duly executed and delivered this Sixth Amending Agreement. This Sixth Amending Agreement is a legal, valid and binding obligation of the Borrower enforceable against it by the Agent and the Lenders in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization and other laws of general application limiting the enforcement of creditor's rights generally and the fact that the courts may deny the granting or enforcement of equitable remedies; and
- (e) as of the date of the effectiveness of this Sixth Amending Agreement, no Default or Event of Default exists.

Section 5 Conditions Precedent

This Sixth Amending Agreement shall be subject to and conditional upon the following conditions precedent being satisfied:

- (a) execution and delivery of this Agreement by the Borrower, the Agent and the Lenders;
- (b) delivery to the Agent of a certificate of an officer of the Borrower certifying, among other things, (i) true and complete copies of the articles and by-laws of the Borrower, (ii) true and complete copies of resolutions passed by the Borrower authorizing the execution and delivery of this Sixth Amending Agreement (unless counsel to the Borrower has determined that such a resolution is not required), (iii) incumbency, (iv) no Material Adverse Effect has occurred, (v) no Default or Event of Default exists as of the date hereof and (vi) all representations and warranties set out in Section 4 of this Sixth Amending Agreement shall be true and correct;

- (c) the Agent shall have received from each Guarantor an acknowledgement and confirmation as to the continuing effectiveness and enforceability of its guarantee and Security;
- (d) the Borrower shall have paid all fees owing to the Agent and the Lenders;
- (e) the Agent shall have either received a legal opinion from counsel to the Borrower (or an undertaking to deliver within 15 days of the date hereof) as to, *inter alia*, the enforceability of this Sixth Amending Agreement, such opinion to be in form and substance satisfactory to Lenders' Counsel;
- (f) the Agent shall have either received from the Borrower an executed consent from Alaris in which it consents to the transactions contemplated by this Sixth Amending Agreement or written confirmation to the Agent from Borrower's Counsel that no such consent is required; and
- (g) the Agent shall have received a certificate of status for the Borrower.

Section 6 Expenses

The Borrower shall pay all reasonable fees and expenses, including, without limitation, legal fees incurred by the Agent and the Lenders in connection with the preparation, negotiation, completion, execution, delivery and review of this Sixth Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 7 Fee

The Borrower shall pay the Agent on behalf of the Lenders a fee equal to [REDACTED] (which amount is, for certainty, \$ [REDACTED]) of the Commitments which fee shall be allocated to each Lender based on its Proportionate Share of the Commitments. The Borrower authorizes the Agent to debit its account in an amount equal to the fee contained herein and the outstanding accounts due to Lenders' Counsel.

Section 8 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Sixth Amending Agreement, shall be and continue in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall not be affected or prejudiced in any manner except as specifically provided for herein. It is agreed and confirmed that after giving effect to this Sixth Amending Agreement that the Security as it relates to the Borrower secures, *inter alia*, the payment of all of the obligations of the Borrower including, without limitation, the obligations arising under the Credit Agreement, as amended by the terms of this Sixth Amending Agreement.

Section 9 Counterparts

This Sixth Amending Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 10 Governing Law

This Sixth Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

[INTENTIONALLY LEFT BLANK]

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

CENTRIC HEALTH CORPORATION

By: “Peter Walkey”
Peter Walkey
Secretary

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent**

By: “Jordan Spellman”
Jordan Spellman
Director

By: “William J. Chrumka”
William J. Chrumka
Executive Director

**CANADIAN IMPERIAL BANK OF
COMMERCE, as a Lender**

By: “Jordan Spellman”
Jordan Spellman
Director

By: “William J. Chrumka”
William J. Chrumka
Executive Director

**NATIONAL BANK OF CANADA, as a
Lender**

By: “Julie Griffin”
Julie Griffin
Director

By: “Ian Gillespie”
Ian Gillespie
Managing Director

BANK OF MONTREAL, as a Lender

By: “*Graeme Weaver*”
Graeme Weaver
Managing Director

**THE TORONTO-DOMINION BANK, as
a Lender**

By: “Nigel Sharpley”
Nigel Sharpley
Senior Manager, Commercial National
Accounts

By: “Damian Savelli”
Damian Savelli
Senior Manager Commercial Credit,
Commercial National Accounts

**THE BANK OF NOVA SCOTIA, as a
Lender**

By: “May Wong”
May Wong
Director, Credit Solutions Group

By: “Dan Cameron”
Dan Cameron
Senior Client Relationship Manager

**ALBERTA TREASURY BRANCHES, as
a Lender**

By: “Jim Reader”
Jim Reader
Managing Director

By: “Ryan Wales”
Ryan Wales
Director