

THIS FOURTH AMENDING AGREEMENT (this “**Fourth Amending Agreement**”) made as of the 30th day of March, 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 and January 31, 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 Fourth 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 Fourth Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Fourth Amending Agreement otherwise requires, the Credit Agreement and this Fourth Amending Agreement shall be read together and shall have effect as if the provisions of the

Credit Agreement and this Fourth 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 Amendment

The definition of "EBITDA" in Section 1.01 of the Credit Agreement is hereby amended by changing "\$2,840,341.72" to "\$2,040,341.72" in subsection (g) and deleting the reference to "\$1,000,000" in subsection (k) and replacing such deletion with "\$1,800,000".

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Fourth 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 Fourth Amending Agreement have been obtained;
- (c) the execution and delivery of this Fourth 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 Fourth Amending Agreement by the Borrower. The Borrower has duly executed and delivered this Fourth Amending Agreement. This Fourth 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 Fourth Amending Agreement, no Default or Event of Default exists.

Section 5 Covenants

The Borrower hereby covenants in favour of the Lenders to, within 30 days of the date of this Fourth Amending Agreement, obtain from each Guarantor (other than as required pursuant to Section 6(b) below) an acknowledgement and confirmation as to the continuing effectiveness and enforceability of the guarantee and Security previously delivered by it, which agreement shall be in form and substance satisfactory to the Agent acting reasonably.

Section 6 Conditions Precedent

This Fourth 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) the Agent shall have received from Craig Gattinger and each Guarantor which Peter Walkey or Craig Gattinger is an officer or director an acknowledgement and confirmation as to the continuing effectiveness and enforceability of its guarantee and Security;
- (c) the representations and warranties set out in Section 4 of this Fourth Amending Agreement shall be true and correct;
- (d) no Default or Event of Default shall exist;
- (e) the Borrower shall have paid all fees owing to the Agent and the Lenders; and
- (f) the Agent shall have received a certificate of status for the Borrower.

Section 7 Waiver

The Lenders hereby waive the Borrower's failure to comply for the Four Quarter Period ending as at December 31, 2011 with the Senior Debt to EBITDA Ratio and the Total Debt to EBITDA Ratio.

Section 8 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 Fourth Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 9 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Fourth 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 Fourth 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 Fourth Amending Agreement.

Section 10 Counterparts

This Fourth 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 11 Governing Law

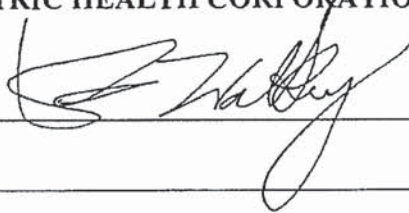
This Fourth Amending Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

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

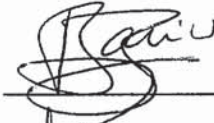
CENTRIC HEALTH CORPORATION

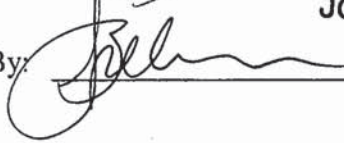
By: _____

By: _____


A handwritten signature in black ink is written over the first signature line. The signature is cursive and appears to read "S. Kelly".

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

By:  **Ben Fallico**
Executive Director

By:  **Jordan Spellman**
Director

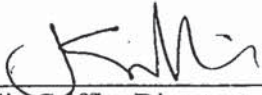
**CANADIAN IMPERIAL BANK OF
COMMERCE, as a Lender**

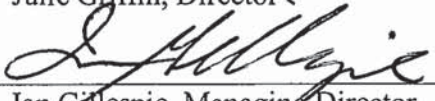
By:  **Ben Fallico**
Executive Director

By: 

WILLIAM J. CHRUMKA
EXECUTIVE DIRECTOR

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

By: 
Julie Griffin, Director

By: 
Ian Gillespie, Managing Director

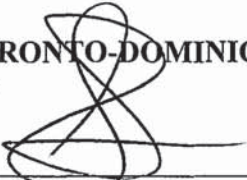
BANK OF MONTREAL, as a Lender

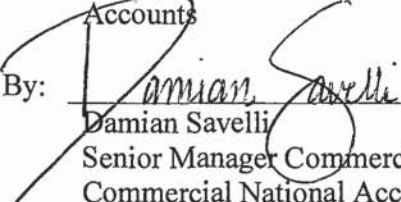
By: Emile Marx

Emile Marx
Director

By: _____

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

By: 
Livan Ferguson
Senior Analyst, Commercial National
Accounts

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

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

By: 

May Wong
Director, Credit Solutions Group

By: 

Dan Cameron
Director, Commercial Banking

**ALBERTA TREASURY BRANCHES, as
a Lender**

By: 

John Sullivan
Director

By: 

Jim Header
Managing Director

THIS THIRD AMENDING AGREEMENT (this “**Third Amending Agreement**”) made as of the 31st day of January, 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 and November 30, 2011, 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 Third 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 Third Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Third Amending Agreement otherwise requires, the Credit Agreement and this Third Amending Agreement shall be read together and shall have effect as if the provisions of the Credit *Third Amending Agreement*

Agreement and this Third 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

Section 10.02(6) of the Credit Agreement is hereby deleted in its entirety and replaced as follows:

"Total Debt to EBITDA Ratio From and after the date of incurrence of CanDoc Subordinated Debt, the Borrower, on a consolidated basis but excluding Excluded Subsidiaries, will ensure that its Total Debt to EBITDA Ratio is not at any time greater than the amounts provided for below:

<u>Period</u>	<u>Ratio</u>
Date of incurrence to March 31, 2012	5.25:1.0
April 1, 2012 to September 30, 2012	5.00:1.0
Thereafter	4.75:1.0

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Third 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 necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance of this Third Amending Agreement by the Borrower. The Borrower has duly executed and delivered this Third Amending Agreement. This Third 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
- (c) as of the date hereof, no Default or Event of Default exists.

Section 5 Conditions Precedent

This Third 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) the Agent shall have received an acknowledgement and confirmation from each Guarantor as to the enforceability of its guarantee and Security;
- (c) the representations and warranties set out in Section 4 of this Third Amending Agreement shall be true and correct;
- (d) no Default or Event of Default shall exist;
- (e) the Borrower shall have obtained the consent of Alaris (or an opinion from counsel to the Borrower that no such consent is required) in connection with the execution and delivery of this Third Amending Agreement and shall have provided a certified copy of such to the Agent;
- (f) the Borrower shall have paid all fees owing to the Agent and the Lenders; and
- (g) the Agent shall have received a certificate of status for the Borrower.

Section 6 Waiver

The Lenders hereby waive any default arising from the Borrower's failure to comply prior to the date hereof with the Total Debt to EBITDA Ratio.

Section 7 Fees

In consideration of the Lenders entering into this Third Amending Agreement, the Borrower shall pay a fee in the amount of ■ basis points on the Commitments which fee shall be paid to the Lenders based on their Proportionate Share of the Commitments. For certainty, the aggregate fee payable is \$■.

Section 8 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 Third Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 9 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Third 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

Third Amending Agreement

specifically provided for herein. It is agreed and confirmed that after giving effect to this Third 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 Third Amending Agreement.

Section 10 Counterparts

This Third 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 11 Governing Law

This Third 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.


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

CENTRIC HEALTH CORPORATION

By:  _____


By: _____

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

By:  Blair Kissack
General Manager

By:  David Evelyn
Assistant General Manager

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

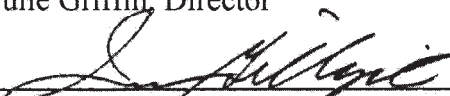
By:  **Ben Fallico**
Executive Director

By: 

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


By: 

Julie Griffin, Director

By: 

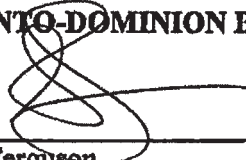
Ian Gillespie, Managing Director

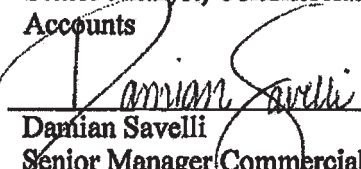
BANK OF MONTREAL, as a Lender

By:  _____
Emile Marx
Director

By: _____

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

By: 
Livan Ferguson
Senior Analyst, Commercial National
Accounts

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

Third Amending Agreement

McCarthy Tétrault LLP DOCS #11091986

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

By: 

May Wong
Director, Credit Solutions Group

By: 

Dan Cameron
Director, Commercial Banking

Third Amending Agreement

McCarthy Tétrault LLP DOCS #11091986###

**ALBERTA TREASURY BRANCHES, as
a Lender**

By:



Matthew Littlejohn
Associate Director

By:



MARIO FRISON
Vice President
ATB Corporate Financial Services

THIS SECOND AMENDING AGREEMENT (this “**Second Amending Agreement**”) made as of the 30th day of November, 2011

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, 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 Second 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 Second Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Second Amending Agreement otherwise requires, the Credit Agreement and this Second Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this Second Amending Agreement were contained in one agreement. The

Second Amending Agreement

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 1.01 of the Credit Agreement is hereby amended by adding the following definition in its proper alphabetical order

“**“Second Amending Agreement”** means the second amending agreement dated as of November 30, 2011 among the Borrower, the Agent and the Lenders.”

- (b) Schedule A of the Credit Agreement is deleted in its entirety and replaced with the Schedule A attached to the Second Amending Agreement.

- (c) The definition of “Permitted Acquisitions” in Section 1.01 of the Credit Agreement is hereby amended by deleting the paragraph beginning “Notwithstanding the foregoing, (i) Acquisitions for an aggregate purchase price of less than \$2,500,000 shall not require satisfaction of the conditions identified in ...” its entirety and replacing such deletion with the following:

“Notwithstanding the foregoing, (i) Acquisitions for an aggregate purchase price of less than \$2,500,000 shall not require satisfaction of the conditions identified in subsections (e), (l), (m) and (s)(ii), (ii) Acquisitions for an aggregate purchase price of less than \$1,000,000 shall additionally not require satisfaction of condition (g) provided that the aggregate consideration for all such Acquisitions shall not exceed \$5,000,000 during the term of this Agreement, and (iii) Acquisitions in Fiscal Year 2011 and 2012 (which include for greater certainty the Blue Water Group Acquisition, the Classic Care Acquisition, the London Scoping Acquisition and the Dedicated Pharmacies Acquisition) shall not require the satisfaction of the conditions identified in subsections (i), (j) and (k) provided that the aggregate consideration for all Acquisitions in Fiscal Years 2011 and 2012 completed after the Closing Date shall not exceed \$275,000,000. If a Person that is to be acquired qualifies as an “Excluded Subsidiary”, the Borrower shall not be required to cause the delivery by such Person of a guarantee and Security.”

- (d) Section 2.01(a) of the Credit Agreement is hereby amended by deleting “\$35,000,000” and replacing such deletion with “\$75,000,000.”

- (e) Section 2.11 of the Credit Agreement is hereby amended by adding the following new subsection (3):

“(3) For certainty, following the execution and delivery of the Second Amending Agreement, the Borrower shall not be permitted to obtain Commitments pursuant to the Supplemental Facility unless it has obtained the consent of all Lenders.”

- (f) Section 5.03(1) of the Credit Agreement is amended by deleting “35,000,000 on the date hereof” and replacing such deletion with “\$75,000,000 effective as of date of the Second Amending Agreement”.

- (g) Section 10.02(1) of the Credit Agreement is hereby amended by deleting the chart identified therein and replacing such deletion as follows:

<u>Fiscal Quarters</u>	<u>Ratio</u>
Closing Date to June 30, 2011	4.00:1.0
July 1, 2011 to September 30, 2011	3.85:1.0
October 1, 2011 to March 31, 2012	3.75:1.0
April 1, 2012 to June 30, 2012	3.50:1.0
July 1, 2012 to September 30, 2012	3.25:1.0
October 1, 2012 to December 31, 2012	3.00:1.0
January 1, 2013 to June 30, 2013	2.75:1.0
Thereafter	2.50:1.0

- (h) Section 10.02(1) of the Credit Agreement is hereby amended by adding the following sentence at the end of the second last paragraph of Section 10.02(1):

“The provisions of this paragraph shall not apply to the incurrence of CanDoc Subordinated Debt pursuant to the first prospectus supplement to the base shelf prospectus filed by the Borrower on October 21, 2011.”

- (i) Section 13.04(3)(b) of the Credit Agreement is amended by deleting “3.03” and replacing such deletion with “3.02, 3.03 or 3.04”.
- (j) Section 3.1(a) of Schedule AA of the Credit Agreement is hereby amended by adding the following sentence at the end of such section:

“Notwithstanding anything contained in this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines and directives thereunder or issued in connection therewith and all requests, rules, regulations, guidelines and directives concerning capital adequacy and/or liquidity promulgated by the Basel Committee on Banking Supervision of the Bank for International Settlements (as commonly referred to as Basel III) (or any successor or similar authority or any United States, Canadian or foreign regulatory authority) shall, in each case, be deemed a “Change in Law” regardless of the date enacted, adopted or issued.”

Section 4 CanDoc Subordinated Debt

The Lenders acknowledge and agree that, provided that no Default or Event of Default exists, the proceeds derived from the one time issuance of the CanDoc Subordinated Debt pursuant to the first prospectus supplement to the base shelf prospectus filed by the Borrower on October 21, 2011 shall not be required to be applied as a payment against the Obligations in accordance with the provisions of Section 7.05 and Section 7.06 of the Credit Agreement. For certainty, this

acknowledgement and agreement shall not extend to any subsequent issuance or incurrence of CanDoc Subordinated Debt.

Section 5 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this Second 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 necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance of this Second Amending Agreement by the Borrower. The Borrower has duly executed and delivered this Second Amending Agreement. This Second 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
- (c) as of the date hereof, no Default or Event of Default exists.

Section 6 Conditions Precedent

This Second 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) the Agent shall have received an acknowledgement and confirmation from each Guarantor as to the enforceability of its guarantee and Security;
- (c) the representations and warranties set out in Section 5 of this Second Amending Agreement shall be true and correct;
- (d) the Agent shall have received an officer's certificate and certified copies of resolutions of the board of directors of Borrower concerning the due authorization, execution and delivery of this Second Amending Agreement;
- (e) the Agent shall have received an opinion from Borrower's Counsel as to, *inter alia*, the enforceability of the Second Amending Agreement;

- (f) no Default or Event of Default shall exist;
- (g) the Borrower shall have obtained the consent of Alaris in connection with the execution and delivery of this Second Amending Agreement and shall have provided a certified copy of such to the Agent;
- (h) the Borrower shall have paid all fees owing to the Agent and the Lenders; and
- (i) the Agent shall have received a certificate of status for the Borrower.

Section 7 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 Second Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 8 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this Second 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 Second 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 Second Amending Agreement.

Section 9 Counterparts


This Second 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 Second 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.

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

CENTRIC HEALTH CORPORATION

By:  _____

By: _____

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


CENTRIC HEALTH CORPORATION

By:  _____

By: _____

AGENT:

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

By:  **Ben Fallico**
Executive Director


By: 
Steve Nishimura
Managing Director

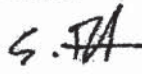
Second Amending Agreement

McCarthy Transit LLP DOCS #10790899

LENDERS:

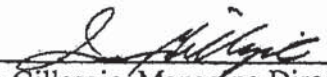
**CANADIAN IMPERIAL BANK OF
COMMERCE, as a Lender**

By:  Ben Fallico
Executive Director

By:  Scott Black,
Executive Director

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

By: 
Julie Griffin, Vice-President

By: 
Ian Gillespie, Managing Director

DRAFT - 5 -

BANK OF MONTREAL, as a Lender

By: 

**Graeme Weaver
Managing Director**

By: _____

Second Amending Agreement

McCarthy Tétrault LLP DOCS #10790899###

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

By: _____

Livan Ferguson
Senior Analyst, Commercial National
Accounts

By: _____

Damian Savelli
Senior Manager Commercial Credit,
Commercial National Accounts

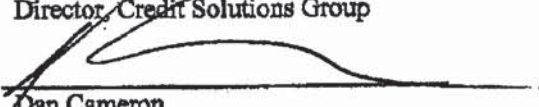
Second Amending Agreement

McCarthy Tétrault LLP DOCS #10790899

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

By: 

May Wong
Director, Credit Solutions Group

By: 

Dan Cameron
Director, Commercial Banking

Second Amending Agreement

McCarthy Tétrault LLP DOCS #10790899###

**ALBERTA TREASURY BRANCHES, as
a Lender**

By: _____

**John Sullivan
Director**

By: _____

**TIM GILLESPIE
Vice President, Commercial Group
ATB Corporate Financial Services**

Second Amending Agreement

McCarthy Tétrault LLP DOCS #10790899

SCHEDULE A
LENDERS AND COMMITMENTS

<u>Lender</u>	<u>Revolving Facility</u>	<u>Term Facility</u>	<u>Supplemental Facility</u>	<u>Total Commitment</u>
Canadian Imperial Bank of Commerce	\$15,384,250 (including \$5,000,000 as Swingline Lender)	\$32,308,171.88	nil	\$47,692,421.88
National Bank of Canada	\$15,384,250	\$32,308,171.88	nil	\$47,692,421.88
Bank of Montreal	\$13,461,500	\$28,269,281.25	nil	\$41,730,781.25
The Toronto-Dominion Bank	\$13,461,500	\$28,269,281.25	nil	\$41,730,781.25
The Bank of Nova Scotia	\$8,654,250	\$18,172,546.87	nil	\$26,826,796.87
Alberta Treasury Branch	\$8,654,250	\$18,172,546.87	nil	\$26,826,796.87
	\$75,000,000	\$157,500,000	nil	\$232,500,000

Second Amending Agreement

McCarthy Tétrault LLP DOCS #10790899

THIS FIRST AMENDING AGREEMENT (this “**Amending Agreement**”) made as of the 15th day of August, 2011

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

(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 to the date hereof, the “**Credit Agreement**”);

AND WHEREAS the parties hereto wish to 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 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 Amending Agreement is an amendment to the Credit Agreement. Unless the context of this Amending Agreement otherwise requires, the Credit Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Credit Agreement and this 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 1.1 of the Credit Agreement is amended by adding the following definitions in its proper alphabetical order:

“**Blue Water Group**” means each of (i) Blue Water Surgical Centre Ltd., (ii) Blue Water Diagnostics Ltd., (iii) Blue Water Rejuvenation Institute Inc., (iv) Windsor Endoscopy Centre Ltd. and (v) BWSC Holdings Inc.

“**Blue Water Group Acquisition**” means the acquisition by Direct Health Solutions (2) Inc. of substantially all of the assets of the Blue Water Group pursuant to and more specifically described in a definitive agreement among the Blue Water Group, the Borrower and Direct Health Solutions (2) Inc.

“**Classic Care Acquisition**” means the acquisition by the Borrower or a Subsidiary of all of the issued and outstanding share capital of Classic Care Pharmacy Corporation , 1427986 Ontario Inc., and 1490792 Alberta Ltd. pursuant to a definitive agreement among, inter alia, the Borrower and the Classic Care Vendors.

“**Classic Care Vendors**” means each of 1345995 Ontario Limited, The Ludmila Goodman Family Trust, Ludmila Goodman, Jerry Reckless, Equis Capital Corp. and P. Feldberg Investments Ltd.

“**Dedicated Pharmacies Acquisition**” means the acquisition by Haviland Drugs Limited of (i) substantially all of the assets of the Dedicated Pharmacies Group pursuant to and as more specifically described in an asset purchase agreement dated June 24, 2011 among Haviland Drugs Limited, the Borrower and the Dedicated Pharmacies Vendor and (ii) certain assets of Home Street pursuant to and as more specifically described in an asset purchase agreement dated as of July 18, 2011 among Haviland Drugs Limited, the Borrower and the Dedicated Pharmacies Vendor.

“**Dedicated Pharmacies Group**” means each of (i) Dedicated National Pharmacies Inc., (ii) Methadrug Clinic Limited, and (iii) Union Medical Pharmacy Inc.

“**Dedicated Pharmacies Vendor**” means Grant Thornton Limited in its capacity as court-appointed receiver of all property, assets and undertaking of the Dedicated Pharmacies Group pursuant to an order of the Ontario Superior Court of Justice dated September 8, 2010.”

“**First Amending Agreement**” means the First Amending Agreement to this Agreement dated as of August 15, 2011 among the Borrower, the Agent and the Lenders.

“**Home Street**” means Home Street Pharmacy Inc.

“London Scoping Acquisition” means the acquisition by the Borrower of the London Scoping Shares pursuant to a definitive agreement among the Borrower, London Scoping Centre Ltd. and the London Scoping Vendors.

“London Scoping Shares” means seventy-five (75%) of the issued and outstanding share capital of London Scoping Centre Ltd. calculated immediately prior to the closing of the London Scoping Acquisition.

“London Scoping Vendors” means each of Reddy Holdings Limited and BWSC Holdings Inc.

- (b) The definition of “Permitted Acquisitions” in Section 1.01 of the Credit Agreement is hereby amended by deleting the paragraph beginning “Notwithstanding the foregoing, (i) Acquisitions for an aggregate purchase price of less than \$2,500,000 shall not require satisfaction of the conditions identified in ...” its entirety and replacing such deletion with the following:

“Notwithstanding the foregoing, (i) Acquisitions for an aggregate purchase price of less than \$2,500,000 shall not require satisfaction of the conditions identified in subsections (e), (l), (m) and (s)(ii), (ii) Acquisitions for an aggregate purchase price of less than \$1,000,000 shall additionally not require satisfaction of condition (g) provided that the aggregate consideration for all such Acquisitions shall not exceed \$5,000,000 during the term of this Agreement, and (iii) Acquisitions in Fiscal Year 2011 (which include for greater certainty the Blue Water Group Acquisition, the Classic Care Acquisition, the London Scoping Acquisition and the Dedicated Pharmacies Acquisition) shall not require the satisfaction of the conditions identified in subsections (i), (j) and (k) provided that the aggregate consideration for all Acquisitions in Fiscal Year 2011 completed after the Closing Date shall not exceed \$80,000,000. If a Person that is to be acquired qualifies as an “Excluded Subsidiary”, the Borrower shall not be required to cause the delivery by such Person of a guarantee and Security.”.

Section 4 Representations and Warranties

In order to induce the Agent and the Lenders to enter into this 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 necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance of this Amending Agreement by the Borrower.

First Amending Agreement

McCarthy Tétrault LLP DOCS #10502762

The Borrower has duly executed and delivered this Amending Agreement. This 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

- (c) as of the date hereof, no Default or Event of Default exists or will result from the completion of the Blue Water Group Acquisition, the Classic Care Acquisition, the London Scoping Acquisition or the Dedicated Pharmacies Acquisition.

Section 5 Conditions Precedent

This 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) the representations and warranties set out in Section 4 of this Amending Agreement shall be true and correct;
- (c) the Agent shall have received an officer's certificate and certified copies of resolutions of the board of directors of Borrower concerning the due authorization, execution and delivery of this Amending Agreement; and
- (d) 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 Amending Agreement and all other documents and instruments arising therefrom and/or executed in connection therewith.

Section 7 Continuance of Credit Agreement and Security

The Credit Agreement, as changed, altered, amended or modified by this 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 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 Amending Agreement.

Section 8 Consent

Pursuant to subsection (t) of the definition of "Permitted Acquisitions" contained in Section 1.01 of the Credit Agreement, the Agent and the Lenders hereby consent to the entering into and completion of the (i) Blue Water Group Acquisition by Direct Health Solutions (2) Inc., and (ii) Classic Care Acquisition by the Borrower or a Subsidiary, provided in each case that such acquisitions constitute Permitted Acquisitions.

Section 9 Counterparts

This 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 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.

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

CENTRIC HEALTH CORPORATION

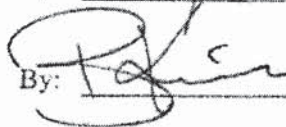
By:  _____

By: _____

AGENT:


CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent

By:  David Evelyn
Assistant General Manager

By:  Blair Kissack
General Manager

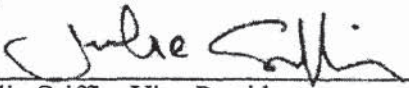
LENDERS:

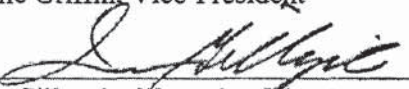
**CANADIAN IMPERIAL BANK OF
COMMERCE, as a Lender**

By:  Ben Fallico
Executive Director

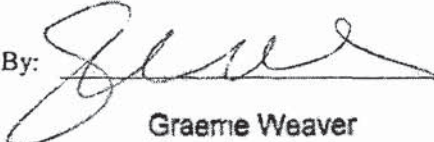
By: S. FA Scott Black,
Executive Director

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

By: 
Julie Griffin, Vice-President

By: 
Ian Gillespie, Managing Director


BANK OF MONTREAL, as a Lender

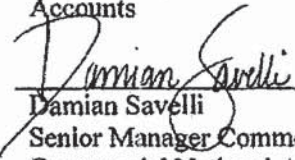
By: 

**Graeme Weaver
Managing Director**


By: _____

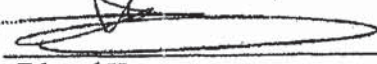
**THE TORONTO-DOMINION BANK, as
a Lender**

By: 
Livan Ferguson
Senior Analyst, Commercial National
Accounts

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

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

By: 
Dan Cameron
Director, Commercial Banking

By: 
Edward He
Director, Credit Solutions Group

First Amending Agreement

McCarthy Tétrault LLP DOCS #10502762

**ALBERTA TREASURY BRANCHES, as
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By: 

John Sullivan
Director

By: 

TIM GILLESPIE
Vice President, Commercial Group
ATB Corporate Financial Services

