

**AMENDMENT NO. 2
TO
ASSET PURCHASE AGREEMENT**

This amendment (the “**Amendment**”) to the Asset Purchase Agreement (as defined below) is made as of August 28, 2014, among MCM LP (the “**Purchaser**”), Birch Hill Equity Partners IV, LP (the “**Parent**”), Centric Health Corporation (the “**Vendor**”), Motion LP (“**Motion**”), Motion GP Inc. (“**Motion GP**”), MEDIchair LP (“**MEDIchair**”) and MEDIchair GP Inc. (“**MEDIchair GP**”, and together with Motion, Motion GP, MEDIchair and MEDIchair GP, the “**Affiliated Purchaser Parties**”).

WHEREAS the Vendor, the Purchaser, the Parent and the Affiliated Purchaser Parties are party to an asset purchase agreement dated as of June 20, 2014, as amended as of August 15, 2014 (the “**Asset Purchase Agreement**”) pursuant to which, the Purchaser agreed to purchase the Purchased Assets and assume the Assumed Liabilities of the Business;

AND WHEREAS the Vendor, the Purchaser, the Parent and the Affiliated Purchaser Parties wish to amend the Asset Purchase Agreement on the terms described herein;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (receipt and sufficiency of which are hereby acknowledged) the parties hereto hereby agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Asset Purchase Agreement.
2. Both references in Section 10.1(d) to the date “August 31, 2014” are replaced with the date “September 5, 2014”.
3. Except as amended by this Amendment, all the terms, conditions and covenants of the Asset Purchase Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed by the parties hereto. Any inconsistencies between this Amendment and the Asset Purchase Agreement as to the subject matter hereof shall be governed by this Amendment.
4. This Amendment may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.
5. This Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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IN WITNESS WHEREOF the parties have caused this Amendment to be executed as of the date set forth below.

DATED: August 28, 2014.

CENTRIC HEALTH CORPORATION

By: (signed) *“David Cutler”*

Authorized Signing Officer

MCM LP, by its general partner, **MCM GP INC.**

By: (signed) *“Thelca Sweeney”*

Authorized Signing Officer

BIRCH HILL EQUITY PARTNERS IV, LP, by its general partner, **BIRCH HILL EQUITY PARTNERS MANAGEMENT INC.**

By: (signed) *“Thelca Sweeney”*

Authorized Signing Officer

MOTION LP, by its general partner, **MOTION GP INC.**

By: (signed) *“Thelca Sweeney”*

Authorized Signing Officer

MOTION GP INC.

By: (signed) *“Thelca Sweeney”*

Authorized Signing Officer

MEDICHAIR LP, by its general partner,
MEDICHAIR GP INC.

By: (signed) *“Thelca Sweeney”*

Authorized Signing Officer

MEDICHAIR GP INC.

By: (signed) *“Thelca Sweeney”*

Authorized Signing Officer