THIS FOURTH AMENDING AGREEMENT (this "**Amending Agreement**") is dated as of September 4, 2018

AMONG:

CENTRIC HEALTH CORPORATION
(the "**Borrower**")

- and -

BANK OF MONTREAL d.b.a. BMO CAPITAL PARTNERS
as administrative agent for and on behalf of itself and the other Lenders
(the "**Agent**")

- and -

BANK OF MONTREAL d.b.a. BMO CAPITAL PARTNERS
(collectively, the "**Lenders**")

WHEREAS:

A. The Lenders, the Agent and the Borrower are parties to a subordinate credit agreement dated as of May 3, 2017 (the "**Original Credit Agreement**"), as amended pursuant to a first amending agreement, dated as of November 14, 2017 (the "**First Amendment**"), a second amending agreement dated as of March 20, 2018 (the "**Second Amendment**") and a third amending agreement dated as of June 29, 2018 (the "**Third Amendment**" and together with the Original Credit Agreement, the First Amendment and the Second Amendment, the "**Credit Agreement**").

B. The Borrower and certain Loan Parties wish to enter into the Cannabis Business (as such term is defined in Section 2(a) of this Amending Agreement) and the parties hereto wish to make certain amendments to the Credit Agreement in connection with such Cannabis Business.

NOW THEREFORE, in consideration of the premises, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. Definitions

Capitalized terms used herein, including the recitals hereto, shall have the meanings ascribed thereto in the Credit Agreement, as amended hereby, unless otherwise defined herein.

2. Amendments to Credit Agreement

(a) The following definitions are added to Section 1.01 of the Credit Agreement in their proper alphabetical order:

""**Business Development Fund**" means an amount equal to *[Redacted in accordance with section 12.2(5) of National Instrument 51-102 – Continuous Disclosure Obligations – Business Development Fund]* (plus applicable taxes and net of up to *[Redacted in accordance with section 12.2(5) of National*

Instrument 51-102 – Continuous Disclosure Obligations – broker fees] on account of brokers fees), payable by the Preferred Cannabis Supplier to the Borrower on or around September 4, 2018 pursuant to the Cannabis Partnership Agreements.

"**Cannabis**" has the meaning ascribed to such term in the Cannabis Act and the Cannabis Regulations and includes all living or dead material, plants, seeds, plant parts or plant cells from any cannabis species or subspecies (including sativa, indica and ruderalis), including wet and dry material, trichomes and trim.

"Cannabis Act" means *An Act respecting cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts* (and having the short title the "*Cannabis Act*") which received Royal Assent on June 21, 2018 and is expected to come into force on or about October 17, 2018 (formerly known as "Bill C-45").

"**Cannabis Business**" means the business activities and services provided by the Borrower and the Cannabis Companies related to the Pre-License Phase only within the Qualified Jurisdiction in collaboration with any Preferred Cannabis Supplier pursuant to the terms of the Cannabis Partnership Agreements for such Pre-License Phase only (regardless of whether or not the Borrower or any Cannabis Company has obtained any Cannabis Licenses), relating to: (i) developing educational and marketing material regarding medical Cannabis to be used by the Borrower, the Cannabis Companies and any Preferred Cannabis Supplier, (ii) educating the Borrower's and the Cannabis Companies' customers and others in their 'circle of care' about medical Cannabis, (iii) marketing medical Cannabis available from Preferred Cannabis Suppliers to the Borrower's and the Cannabis Companies' customers, their clients and others in their 'circle of care', (iv) providing certain services to the Borrower's and the Cannabis Companies' customers, their clients and others in their 'circle of care' to assist with the medical management of medical Cannabis, and, for greater certainty and notwithstanding the terms of any Cannabis Partnership Agreement or any term hereunder, in no event shall the Cannabis Business, directly or indirectly, include (x) the cultivation, production, supply, distribution, storage, purchase or sale (including the import and export) or other dealings by any Company of Cannabis (for medical use or any other use) in any way whatsoever; or (y) any other activities or dealings (A) that are governed by the Cannabis Act or the Cannabis Regulations (other than, subject to paragraph (B) below, the educational, marketing and promotion activities described in paragraphs (i)-(iii) above), or (B) for which a Cannabis License is required.

"**Cannabis Companies**" means Classic Care Pharmacy Corporation, CareRx Enterprises Ltd., and any other Company approved by all of the Lenders in writing from time to time.

"**Cannabis License**" means, collectively, any license issuable by Health Canada (or other applicable Governmental Authority) under or in connection with the Cannabis Act or the Cannabis Regulations.

"**Cannabis Partnership Agreements**" means, collectively, each agreement referred to in Schedule 4.01(u) as a "Cannabis Partnership Agreement".

"**Cannabis Regulations**" means the Access to Cannabis for Medical Purposes Regulations under the Controlled Drugs and Substances Act (Canada) and all other regulations, guidelines, orders, directives or other requirements made or imposed from time to time under the Cannabis Act or any other statute or otherwise by any Governmental Authority with respect to the cultivation, production, distribution, storage, purchase or sale (including the import and export) of Cannabis.

"**Preferred Cannabis Supplier**" means such entity or entities approved as such in writing by all of the Lenders from time to time, provided that any Preferred Cannabis Supplier shall at all times be in compliance with all Applicable Laws (including, for greater certainty the Cannabis Act and the Cannabis Regulations) and shall hold and remain in compliance with all Cannabis Licenses required to operate its business (including the Cannabis Business) and, as of September 4, 2018, the only Preferred Cannabis Supplier is the Cannabis supplier described in Schedule 1.01(A).

"**Pre-License Phase**" means the period of time prior to the Borrower or any of the Cannabis Companies obtaining any Cannabis Licenses relating to the sale or distribution of Cannabis.

"**Qualified Jurisdiction**" means such jurisdiction or jurisdictions approved as such by all of the Lenders from time to time, and as of September 4, 2018, the Qualified Jurisdiction is Canada."

(b) The definition of "EBITDA" in Section 1.01 of the Credit Agreement is deleted in its entirety and replaced with the following:

"**EBITDA**" means, in respect of any fiscal period of the Borrower, the net consolidated income of the Borrower and its Subsidiaries (excluding Excluded Subsidiaries) in such fiscal period but excluding (a) any non-cash gains, which, for greater certainty, includes the non-cash EBITDA referenced on the Financial Statements in connection with a Specified Contract or a Cannabis Partnership Agreement with any supplier, including the Preferred Cannabis Supplier (other than the amortized portion (based on the term of the applicable supplier contract) of any upfront supplier payment for the applicable fiscal period in which such payment is received; provided that: (i) the applicable supplier contract pursuant to which such upfront payment is made has a term of at least three (3) years, and (ii) any such amounts do not in the aggregate exceed 20% of the EBITDA of the Borrower during such fiscal period), (b) non-recurring or extraordinary gains, and (c) any interest income or dividends received from another Company, plus the following amounts in respect of such fiscal period (without duplication, and only to the extent such amounts were deducted in determining such net income): (i) Interest Expense, (ii) income taxes, (iii) depreciation and amortization, (iv) any other non-cash expenses (without any requirement for approval by the Required Lenders) relating directly to changes in the fair value of contingent consideration and derivative financial instruments, accounting gains/losses and share based compensation, (v) any other non-cash expenses (to the extent approved by the Required Lenders), (vi) for the sole purpose of calculating the financial covenants set out in Sections 5.03 (a) and (b), one-time expenses (without any requirement for approval by the Required Lenders) up to (without duplication): (I) for the period ending June 30, 2018, $2,000,000, (II) for the period ending September 30, 2018, $3,100,000 (III) for the period ending December 31, 2018, $3,300,000 (IV) for the period ending March 31, 2019, $2,800,000 and (V) for the period ending June 30, 2019 and for each period thereafter, $1,500,000, in each case relating directly to (A) incremental increases to staffing and the acquisition of new hardware or equipment (other than Capital Expenditures) incurred during such fiscal period in connection with the implementation of new customer contracts, (B) Permitted Acquisition EBITDA Adjustments, (C) restructuring costs resulting from the implementation of its business re-engineering and optimization plans, and (D) up to $250,000 of reasonable and non-recurring transaction costs (including for greater certainty, legal, accounting and advisory fees) incurred during such fiscal period in connection with Permitted Dispositions or Investments permitted under Section 5.02(g), (vii) other extraordinary losses (to the extent approved by the Required Lenders) and (viii) other non-recurring expenses (to the extent approved by the Required Lenders), all determined in accordance with IFRS in respect of the Companies (excluding Excluded Subsidiaries) on a combined basis, provided that:

- in respect of any Permitted Acquisition in such fiscal period; provided the Borrower has complied with Section 10.04 of the BMO Credit Agreement, EBITDA shall be determined as if such Permitted Acquisition occurred at the beginning of such fiscal period; and

- in respect of any Permitted Disposition in such fiscal period, EBITDA shall be determined as if such Permitted Disposition had occurred at the beginning of such entire fiscal period."

(c) The definition of "Fixed Charge Coverage Ratio" in Section 1.01 of the Credit Agreement is deleted in its entirety and replaced with the following:

"**Fixed Charge Coverage Ratio**" means, in respect of any fiscal period, the ratio of: (a) the EBITDA of the Borrower and its Subsidiaries (excluding Excluded Subsidiaries) in such fiscal period, less the aggregate of all amounts paid by the Borrower and its Subsidiaries (excluding Excluded Subsidiaries) in such fiscal period in respect of Unfunded Capital Expenditures, Earn-Out Obligations paid in cash, Cash Taxes and Distributions, and termination fees or penalty fees paid under or in connection with the Cannabis Partnership Agreements, to (b) Funded Debt Service in respect of such fiscal period.

(d) Paragraph (i) of the definition of "Funded Debt" in Section 1.01 of the Credit Agreement is deleted in its entirety and replaced with the following:

"(i) all termination fees or penalty fees payable by the Borrower or any of the Cannabis Companies under or in connection with the Cannabis Partnership Agreements but only to the extent, and at such time as, any amount thereunder becomes due and payable (which for greater certainty will include amounts payable at a later date so long as they are no longer contingent); and

(j) all indebtedness of other Persons referred to in clauses (a) through (i) above guaranteed by such Person;"

(e) The definition of “Funded Debt Service” in Section 1.01 of the Credit Agreement is deleted in its entirety and replaced with the following:

“**Funded Debt Service**” means, in respect of any fiscal period, without duplication: (a) the aggregate amount of Interest paid or payable in respect of the Funded Debt of the Borrower and its Subsidiaries (excluding Excluded Subsidiaries) on a consolidated basis in respect of such fiscal period (but for greater certainty, excluding any Interest which is capitalized and not paid or payable during such fiscal period and any Interest which is paid in shares of the Borrower); plus (b) the aggregate amount of scheduled principal payments and scheduled capital lease payments paid or payable in respect of the Funded Debt (other than (x) termination fees or penalty fees paid under or in connection with the Cannabis Partnership Agreements, and (y) Earn-Out Obligations but including for greater certainty contingent payment obligations to customers for deferred purchase price for certain rights to the extent paid in cash) of the Borrower and its Subsidiaries (excluding Excluded Subsidiaries) on a consolidated basis in respect of such fiscal period.

(f) The definition of “Material Contracts” in Section 1.01 of the Credit Agreement is deleted in its entirety and replaced with the following:

“**Material Contracts**” means any agreement, arrangement or understanding entered into now or in the future by any Loan Party the termination or absence of which could reasonably be expected to result in a Material Adverse Change and, at the date of this Agreement, are those agreements listed in Schedule 4.01(u) and, for greater certainty, for the purposes of this Agreement, include the Cannabis Partnership Agreements.”

(g) Section 4.01(d) of the Credit Agreement is deleted in its entirety and replaced with the following:

“(d) No Material Conflicts under Agreements and Licences – The execution and delivery by each Loan Party of those Loan Documents to which it is a party, and the performance of its obligations thereunder, will not conflict with, result in a material breach of or require any approval or consent under any Material Contract or Material Licence to which such Loan Party is a party or any permit issued by Governmental Authority for the benefit of such Loan Party, other than consents or approvals which have been obtained unconditionally and without imposition of any material conditions, and except where any such conflict or breach or the absence of any such consent or approval would not reasonably be expected to result in a Material Adverse Change. Notwithstanding the foregoing, the execution and delivery by each Loan Party of those Loan Documents to which it is a party, and the performance of its obligations thereunder, will not conflict with, result in a breach of or require any approval or consent under any Cannabis Partnership Agreement, other than consents or approvals which have been obtained unconditionally and without imposition of any conditions.”

(h) Section 4.01(f) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(f) Conduct of Business – Each Loan Party is in compliance in all material respects with all Applicable Laws of each jurisdiction in which it carries on business and is duly licensed, registered and qualified to do business in each jurisdiction in which the nature of the business conducted by it or the property owned or leased by it make such qualification necessary, except to the extent that, in each case, the failure to do so does not constitute a Material Adverse Change. Notwithstanding the foregoing, with respect to the Cannabis Business, the Borrower and each of the Cannabis Companies:

(i) is in compliance in all respects with all Material Contracts and Applicable Laws (including the Cannabis Act and the Cannabis Regulations, to the extent applicable);

(ii) carries on and conducts the Cannabis Business only in the Qualified Jurisdiction, only with the Preferred Cannabis Supplier and only pursuant to the Cannabis Partnership Agreements; and

(iii) does not use any bank accounts located outside of the Qualified Jurisdiction with respect to the Cannabis Business and does not conduct any of the Cannabis Business in U.S. Dollars (or any other currency) other than Canadian Dollars."

(i) Section 4.01(u) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(u) Material Contracts and Material Licences

(i) Schedule 4.01(u) (as amended from time to time and updated in accordance with a Compliance Certificate), accurately sets out all Material Contracts and Material Licences (including, for greater certainty, each Cannabis Partnership Agreement);

(ii) a true and complete certified copy of each Material Contract and Material Licence (including, for greater certainty, each Cannabis Partnership Agreement) existing on the date of this Agreement has been delivered to the Agent and each Material Contract and Material Licence (including, for greater certainty, each Cannabis Partnership Agreement) is in full force and effect;

(iii) no event has occurred and is continuing which would constitute a material breach of or a default by a Loan Party under any Material Contract or Material Licence except as disclosed in writing to the Agent. Without limiting the generality of the foregoing, no event has occurred and is continuing which would constitute a breach of or a default by a Loan Party under any Cannabis Partnership Agreement;

(iv) each Material Contract to which a Loan Party is a party is binding upon such Loan Party and, to its knowledge, is a binding agreement of each other Person who is a party to the Material Contract; and

(v) it has obtained, as of the date of this Agreement, all necessary consents to the granting of a security interest in each Material Contract, Specified Contract and Material Licence (including, for greater certainty, each Cannabis Partnership Agreement) except in those instances where the Agent has waived the requirement for such consents or except where the Material Licence cannot either by law or its terms be assigned or the terms of a Material Contract or Specified Contract expressly provides that it may not be assigned."

(j) The following is added as a new Section 4.01(v) of the Credit Agreement:

"(v) Cannabis. Other than the educational, marketing and promotion activities of the Borrower and the Cannabis Companies described in paragraphs (i)-(iii) of the definition of Cannabis Business, no Company conducts business or engages in any activities or dealings (directly or indirectly) that are governed by the Cannabis Act or the Cannabis Regulations. No Company conducts business or engages in any activities or dealings (directly or indirectly) for which a Cannabis License is required. To the actual knowledge of the Borrower and each of the Loan Parties, the Preferred Cannabis Supplier is in compliance with the Cannabis Act, the Cannabis Regulations and each of its Cannabis Licenses."

(k) Section 5.01(c) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(c) Compliance with Laws – (A) (i) comply with all Applicable Laws (specifically including, for greater certainty, all applicable Requirements of Environmental Law) except where failure to do so would not reasonably be expected to result in a Material Adverse Change, and (ii) subject to the exceptions permitted under Section 5.02(j), obtain and maintain in good standing all material leases, licences, permits and approvals required in respect of its business and operations, except where failure to do so would not reasonably be expected to result in a Material Adverse Change; and (B) notwithstanding the foregoing, the Borrower and each of the Cannabis Companies shall manage and operate its Cannabis Business or cause its Cannabis Business to be managed and operated in accordance with all Applicable Laws, including the Cannabis Act and the Cannabis Regulations, to the extent applicable;"

(l) Section 5.01(j) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(j) Notice of Certain Events – provide prompt notice to the Agent of:

(i) the occurrence of any Default or Event of Default (for greater certainty, whether or not such Default or Event of Default is continuing);

(ii) the incorrectness of any representation or warranty contained herein in any material respect;

(iii) any material contravention of or non-compliance by any Loan Party with any terms and conditions of any Loan Document;

(iv) any Material Adverse Change;

(v) any litigation reasonably expected to result in judgment, award or liability against a Loan Party in an amount greater than Five Hundred Thousand Dollars ($500,000) which is not, after payment of any applicable deductible, fully covered by insurance maintained by or for the applicable Loan Party;

(vi) any notice of default, termination or suspension received by any Loan Party in respect of Funded Debt in an amount in excess of Five Hundred Thousand Dollars ($500,000);

(vii) any notice of default, or any notice of redemption or similar notice issued or received by the Borrower or by a holder of Funded Debt which would result in any amount thereunder becoming payable;

(viii) any lapse, material amendment or termination prior to maturity of, or default under a Material Contract or any termination, lapse, rescission, amendment or default under a Material Licence;

(ix) any material correspondence, notices and reports received by any Company from Health Canada or any other Governmental Authority with respect to the Cannabis Business, the Preferred Cannabis Supplier, or any regulatory investigations into the Companies' business practices;

(x) any correspondence or notices received by any Company with respect to any lapse, amendment, termination, default or rescission under any of the Preferred Cannabis Supplier's Cannabis Licenses,

but for greater certainty any notice given by the Borrower in respect of any of the foregoing matters pursuant to this Section 5.01(j) shall not have the effect of amending or modifying this Agreement or any of the Schedules hereto;"

(m) Article V of the Credit Agreement is amended by deleting the word "and" from the end of Section 5.01(s), deleting the period at the end of Section 5.01(t) and replacing it with "; and" and adding the following as a new Section 5.01(u) of the Credit Agreement:

"(u) Cannabis Business –

(i) manage, operate and conduct its Cannabis Business or cause its (or a Cannabis Company's) Cannabis Business to be managed, operated and conducted:

(A) in accordance with all Applicable Laws, including the Cannabis Act and the Cannabis Regulations, to the extent applicable;

(B) solely within the Qualified Jurisdiction and, for greater certainty, without using any bank accounts located outside of the Qualified Jurisdiction;

(C) solely in Canadian Dollars;

(D) solely with respect to medical purposes and not in connection with recreational or any other purposes; and

(E) solely in partnership with the Preferred Cannabis Supplier and pursuant to the terms of the Cannabis Partnership Agreements for the Pre-License Phase only (regardless of whether or not the Borrower or any Cannabis Company have obtained any Cannabis Licenses); and

(ii) within 95 days of September 4, 2018, deliver to the Agent a copy of any project plans developed with or for a Preferred Cannabis Supplier pursuant to the Cannabis Partnership Agreements, and deliver to the Agent a copy of any material updates made to such project plans from time to time promptly after such updates are available."

(n) The following is added as a new Section 5.01(v) of the Credit Agreement:

"(v) <u>Business Development Fund</u> – Upon receipt of the Business Development Fund, the Borrower shall promptly deposit *[Redacted in accordance with section 12.2(5) of National Instrument 51-102 – Continuous Disclosure Obligations – Business Development Fund]* of the proceeds of the Business Development Fund into a segregated account maintained with Bank of Montreal the last digits of which are *[Redacted in accordance with section 12.2(5) of National Instrument 51-102 – Continuous Disclosure Obligations – account information]* (which account and proceeds shall be subject to the Security in accordance with Article VI). Such proceeds shall be used by the Borrower only for the development of the Cannabis Business and matters related thereto as contemplated under the Cannabis Partnership Agreements and the Borrower shall provide notice satisfactory to the Agent, acting reasonably, setting out in reasonable detail a description of any expenditures to be funded using such proceeds, and, without the prior written consent of all of the Lenders, the Borrower shall not use the proceeds of any advances made under this Agreement for such purposes."

(o) Section 5.02(h) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(h) Business – change the nature of its Cannabis Business without the prior written consent of all of the Lenders or materially change the nature of its other business;"

(p) Section 5.02(r) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(r) Cannabis – without the prior written consent of all of the Lenders (such consent to be provided in each Lender's sole discretion) and without entering into such amendments to this Agreement as the Lenders may reasonably require (i) cultivate, produce, supply, distribute, store, purchase or sell (including any import or export), or otherwise deal with Cannabis in any way (or enter into any agreement to do the same), or (ii) carry on the business (independently or in collaboration with any cultivator, producer, supplier, distributor or any other Person) of cultivating, producing, supplying, distributing, storing, purchasing or selling (including any importing or exporting) or otherwise dealing with Cannabis in any way (or enter into any agreement to do the same), or (iii) engage in any activities or dealings (or enter into any agreement to do the same) (A) that is governed by the Cannabis Act or the Cannabis Regulations (other than, subject to paragraph (B) below, the education, marketing and promotion activities of the Borrower and the Cannabis Companies described in paragraphs (i)-(iii) of the definition of Cannabis Business), or (B) for which a Cannabis License is required; or (iv) exercise any option under any of the Cannabis Partnership Agreements to engage in any of the foregoing activities described in paragraphs (i)-(iii) above (regardless of whether or not the Borrower or any or any Cannabis Company has obtained any Cannabis Licenses) or (v) permit any other Company to do any of the foregoing. Without limiting the generality of the foregoing, the Borrower and the Cannabis Companies may conduct the Cannabis Business within the Qualified Jurisdiction in partnership with the Preferred Cannabis Supplier, all in accordance with the terms of this Agreement, Applicable Laws (including the Cannabis Act and the Cannabis Regulations, to the extent applicable), and the terms of the Cannabis Partnership Agreements applicable to the Pre-License Phase only (regardless of whether or not the Borrower or any Cannabis Company have obtained any Cannabis Licenses); provided that, prior to the commencement of any Cannabis Business, all of the following conditions shall have been satisfied, in each case to the satisfaction of the Agent and the Lenders in their sole discretion:

(i) the Lenders and their legal counsel shall have completed and shall be satisfied with their due diligence in respect of the Preferred Cannabis Supplier and the Cannabis Business, including, without limitation, with respect to any applicable AML Legislation and restrictions on conducting the Cannabis Business outside of the Qualified Jurisdiction;

(ii) the Lenders shall be satisfied with the terms and conditions of the Cannabis Partnership Agreements and any related Material Contract;

(iii) any governmental, regulatory and third party approvals necessary in connection with the Cannabis Business shall have been given unconditionally and without containing any onerous terms;

(iv) the Lenders shall be satisfied with the terms of all Cannabis Licenses issued to the Preferred Cannabis Supplier and the Lenders shall have received copies of each such Cannabis License (or evidence satisfactory to the Lenders of each such Cannabis License); and

(v) the Agent and the Lenders shall have received such additional evidence, documents or undertakings as they may require."

(q) The following is added as a new Section 5.02(s) of the Credit Agreement:

"(s) Restrictions on Cannabis Business – without the prior written consent of all of the Lenders and notwithstanding satisfaction of the conditions set out in Section 5.02(r) or any consents granted by the Lenders pursuant to Section 5.02(r), conduct any Cannabis Business directly or indirectly:

(i) in contravention of any Applicable Laws (including the Cannabis Act and the Cannabis Regulations, to the extent applicable) notwithstanding the terms of the Cannabis Partnership Agreements or any terms hereunder;

(ii) in contravention of any Material Contract (except to the extent that complying with any such Material Contract would be in contravention of the Cannabis Act and the Cannabis Regulations);

(iii) outside of the Qualified Jurisdiction, including, for greater certainty, using any bank accounts located outside of the Qualified Jurisdiction;

(iv) in U.S. Dollars (or any other currency other than Canadian Dollars);

(v) with any Person other than a Preferred Cannabis Supplier; or

(vi) with respect to recreational or other non-medical uses of Cannabis."

(r) The following is added as a new Section 5.02(t) of the Credit Agreement:

"(t) Cannabis Agreements – without the prior written consent of all of the Lenders, amend, extend or terminate any Cannabis Partnership Agreements, except where the failure to extend a Cannabis Partnership

Agreement would result in the termination of such Cannabis Partnership Agreement;"

(s) The following is added as a new Section 5.02(u) of the Credit Agreement:

"(u) Payments under Cannabis Agreements – make any payments in respect of any termination fees or penalty fees under or in connection with the Cannabis Partnership Agreements, except that such payments may be made if both before and immediately after (on a pro forma basis) each such payment no Default or Event of Default has occurred and is continuing and the Borrower is in compliance with the financial covenants in Section 5.03;"

(t) The following is added as a new Section 5.02(v) of the Credit Agreement:

"(v) Other Activities, etc. - without the prior written consent of all of the Lenders, directly or indirectly engage or participate in any activities, including advertising, marketing or promotional activities which could directly or indirectly result in any Company becoming subject to the laws of any jurisdiction other than the Qualified Jurisdiction."

(u) Subsection 5.04(e) is deleted in its entirety and replaced with the following:

"(e) on or before the 45th day after the end of the Fiscal Quarter ending June 30, 2018, a report, satisfactory to the Lenders in their sole discretion, evidencing the amounts raised or proposed to be raised (in amounts and on a timeline satisfactory to the Lenders) by the Borrower as of such date on account of the Capital Raise, including such detail as may be reasonably required by the Lenders (a "**Capital Raise Report**");

(f) concurrently with delivery to Health Canada (or any other applicable Governmental Authority), any reports, notices or other material information delivered pursuant to the Cannabis Act or the Cannabis Regulations; and

(g) concurrently with the delivery to the agent and the senior lenders under the BMO Credit Agreement, a Capital Raise Report, which for greater certainty shall evidence a Capital Raise satisfactory to the Lenders in their discretion."

(v) Subsection 8.01(c) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(c) the Borrower is not in compliance with any of the covenants set out in Section 5.01(c)(B), Section 5.01(j)(ix) or (x), Section 5.01(u), Section 5.01(v), Section 5.02 or Section 5.03;"

(w) Subsection 9.01(a)(vi) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(vi) the definitions of "Approved Jurisdiction", "Required Lenders", "Proportionate Share", "Cannabis Business", "Preferred Cannabis Supplier", "Qualified Jurisdiction", in Section 1.01;"

(x) Subsection 9.01(a)(viii) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(viii) the Cannabis Business;

(ix) any Company engaging (directly or indirectly) in any activities or dealings (A) that are governed by the Cannabis Act or the Cannabis Regulations (other than, subject to paragraph (B) below, the educational, marketing and promotion activities described in paragraphs (i)-(iii) of the definition of Cannabis Business), or (B) for which a Cannabis License is required; and

(x) this Section 9.01, and any other provision of this Agreement which requires the unanimous consent of the Lenders in connection with any action to be taken or consent to be provided by the Lenders."

(y) Schedule 4.01(u) of the Credit Agreement is supplemented by Exhibit "A" of this Amending Agreement.

(z) Exhibit "B" of this Amending Agreement is added as a new Schedule 1.01(A) of the Credit Agreement.

(aa) Exhibit "D" of the Credit Agreement is deleted in its entirety and replaced by Exhibit "C" of this Amending Agreement.

3. Conditions Precedent

This Amending Agreement shall become effective upon the satisfaction of the following conditions:

(a) the Agent receiving, in sufficient numbers for distribution to each of the Lenders in form and substance satisfactory to the Agent and the Lenders, the following:

(i) an original duly executed copy of this Amending Agreement signed by all parties hereto;

(ii) a duly executed copy of the fourth amending agreement to the BMO Credit Agreement (the "**BMO Amending Agreement**");

(iii) a duly executed copy of each of the Cannabis Partnership Agreements (as defined in Section 2(a) above);

(iv) a certificate of compliance for the Borrower issued by its governing jurisdiction; and

(v) such other documents and information which the Agent may reasonably request;

(b) the Agent receiving evidence satisfactory to the Agent that each of the Cannabis Partnership Agreements and the transactions contemplated pursuant thereto are effective; and

(c) the Agent receiving evidence satisfactory to the Agent that the Business Development Fund has been paid by the Preferred Cannabis Supplier to the Borrower (as each such term is defined in Section 2(a) above).

The above recited conditions precedent are inserted for the sole benefit of the Agent and the Lenders and can be waived only at their sole discretion.

4. <u>Representations and Warranties</u>

The Borrower hereby represents and warrants to and in favour of the Agent and the Lenders that:

(a) this Amending Agreement has been duly authorized, executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) no Default, Event of Default or Material Adverse Change has occurred and is continuing; and

(c) the representations and warranties set out in Article IV of the Credit Agreement, as amended by this Amending Agreement, remain accurate and true as of the date hereof as they relate to the Borrower and each of the Loan Parties and the authorization, execution, delivery and performance of this Amending Agreement.

5. <u>Consent</u>

The Agent and the Lenders hereby consent to the Borrower entering into the BMO Amending Agreement and the amendments contemplated thereby.

6. <u>Miscellaneous</u>

(a) The Borrower hereby covenants and agrees with the Agent and the Lenders that it will, and will cause each other Loan Party to deliver to the Agent on or before September 6, 2018:

(i) an officer's certificate and certified copies of resolutions of the board of directors of the Borrower concerning the due authorization, execution and delivery of this Amending Agreement, and such related matters as the Agent may reasonably require; and

(ii) a legal opinion of counsel to the Borrower addressed to the Agent and the Lenders with respect to, *inter alia*, due authorization, execution, delivery, and enforceability of this Amending Agreement.

(b) This Amending Agreement is supplemental to the Credit Agreement and forms part of, and has the same effect as though incorporated in, the Credit Agreement and constitutes a Loan Document for all purposes thereof. The Credit Agreement as amended by this Amending Agreement remains in full force and effect and is hereby ratified and confirmed in all respects.

(c) To the extent there is any conflict or inconsistency between the provisions of this Amending Agreement and any provisions within any of the Loan Documents, the provisions of this Amending Agreement shall govern and prevail to the extent of such conflict or inconsistency.

(d) The Borrower shall do all such further acts and things and execute all such further documents as shall be reasonably required in order to properly perform and carry out the terms of this Amending Agreement.

(e) The Borrower shall pay all reasonable legal fees and disbursements incurred by the Agent and the Lenders (on a solicitor and his own client basis) in connection with the review, negotiation, preparation and delivery of this Amending Agreement and any ancillary documents related hereto or contemplated within.

(f) Time shall be of the essence of this Amending Agreement.

(g) Upon satisfaction or waiver of the conditions precedent set forth in Section 3 hereof, this Amending Agreement shall become effective as of the date hereof.

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

(i) This Amending Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or other electronic copy of an executed counterpart of this Amending Agreement shall be deemed to be valid execution and delivery of this Amending Agreement, but the party delivering a facsimile or other electronic copy shall deliver an original copy of this Amending Agreement as soon as possible after delivering the facsimile or other electronic copy.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have caused this Fourth Amending Agreement to be duly executed by their authorized signatories as of the date first above written.

CENTRIC HEALTH CORPORATION,
as Borrower and a Loan Party

By: *(Signed) David Murphy*
Name: David Murphy
Title: President & CEO

By: *(Signed) Leslie Cho*
Name: Leslie Cho
Title: Chief Financial Officer

BANK OF MONTREAL d.b.a. BMO CAPITAL PARTNERS,
as Agent

By: *(Signed) Giancarlo DiZazzo*
Name: Giancarlo DiZazzo
Title: Managing Director

By: *(Signed) Brian Hefter*
Name: Brian Hefter
Title: Director

BANK OF MONTREAL d.b.a. BMO CAPITAL PARTNERS,
as Lender

By: *(Signed) Giancarlo DiZazzo*
Name: Giancarlo DiZazzo
Title: Managing Director

By: *(Signed) Brian Hefter*
Name: Brian Hefter
Title: Director

EXHIBIT A

SUPPLEMENT TO SCHEDULE 4.01(u)

MATERIAL CONTRACTS AND MATERIAL LICENSES

1. Supply Agreement dated as of September 4, 2018 between *[Redacted in accordance with section 12.2(5) of National Instrument 51-102 – Continuous Disclosure Obligations – Cannabis Partner]* and Centric Health Corporation.

2. Business Development Agreement dated as of September 4, 2018 between *[Redacted in accordance with section 12.2(5) of National Instrument 51-102 – Continuous Disclosure Obligations – Cannabis Partner]* and Centric Health Corporation.

3. Services Agreement dated as of September 4, 2018 between *[Redacted in accordance with section 12.2(5) of National Instrument 51-102 – Continuous Disclosure Obligations – Cannabis Partner]* and Centric Health Corporation.

Each of the foregoing agreements is a "**Cannabis Partnership Agreement**".

EXHIBIT B

SCHEDULE 1.01(A)

PREFERRED CANNABIS SUPPLIER

[Redacted in accordance with section 12.2(5) of National Instrument 51-102 – Continuous Disclosure Obligations – Cannabis Partner] and certain of its Affiliates, which are holders of Cannabis Licenses.

EXHIBIT C

REPLACEMENT COMPLIANCE CERTIFICATE

- See Attached -

EXHIBIT D

COMPLIANCE CERTIFICATE

TO: **Bank of Montreal, as Agent**

DATE: __________________, 20___

This Compliance Certificate is delivered pursuant to the subordinate credit agreement dated as of May 3, 2017 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**") among Centric Health Corporation (the "**Borrower**"), as borrower, the Agent and Lenders from time to time party thereto. All capitalized terms not defined in this certificate have the meanings given to such terms in the Credit Agreement.

THE UNDERSIGNED, IN HIS CAPACITY AS AN OFFICER OF THE BORROWER, HEREBY CERTIFIES THAT:

1. I am the duly appointed ______________________________________ of the Borrower.

2. I have reviewed the terms of the Credit Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower and have made such inquiries of other officers and senior persons as are sufficient to enable me to make an informed statement herein.

3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or the occurrence of any event which constitutes a Default or an Event of Default, except as set forth below.

4. The representations and warranties made under the Credit Agreement are true and correct as at the date hereof, except to the extent that any such representation or warranty specifically relates to a different date, in which case such representation and warranty shall be true and correct as of such date, except as set forth below.

5. Without limiting the generality of paragraph 4, with respect to the Cannabis Business, the Borrower and each of the Cannabis Companies is in compliance with all terms of the Credit Agreement and:

   (a) is in compliance in all respects with all Material Contracts and Applicable Laws (including the Cannabis Act and the Cannabis Regulations, to the extent applicable);

   (b) carries on and conducts the Cannabis Business only in the Qualified Jurisdiction, only with the Preferred Cannabis Supplier and only pursuant to the Cannabis Partnership Agreements; and

   (c) does not use any bank accounts located outside of the Qualified Jurisdiction with respect to the Cannabis Business and does not conduct any of the Cannabis Business in U.S. Dollars (or any other currency other than Canadian Dollars).

6. Described below are the exceptions, if any, to paragraph 3 or paragraph 4 or paragraph 5 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:

   [insert details]

7. Since the date of the last Compliance Certificate, the Loan Parties have entered into the following Material Contracts:

   [insert details]

8. Described below are any material changes in, or material amendments to, any Material Contract or termination of a Material Licence or Material Contract:

   [insert details]

9. Since the date of the last Compliance Certificate, the following patents, trademarks and industrial designs have been registered or an application has been filed with respect thereto:

   [insert details]

10. The financial statements and reports required by Section 5.04 of the Credit Agreement and being furnished to you concurrently with this certificate are complete and present fairly the financial position of the Borrower and its Subsidiaries (on a consolidated basis), as of the dates and for the periods covered thereby.

11. The Total Funded Debt Ratio of the Borrower (on a consolidated basis) is ______________________________.

12. The Fixed Charge Coverage Ratio of the Borrower (on a consolidated basis) is ______________________________.

13. Neither the Borrower nor any of the other Loan Parties has made or entered into any agreement that would require it to make Capital Expenditures in excess of 110% of the amount allocated thereto in the applicable Annual Forecast for each Fiscal Year as approved by the Required Lenders.

14. The attachments attached at Appendix A hereto set forth financial data and computations evidencing the calculations set out above, all of which data and computations are true, complete and correct, and have been made in accordance with the relevant Sections of the Credit Agreement.

15. Attached at Appendix B hereto are all supplements to schedules to the Credit Agreement to update such schedules that were delivered on the effective date of the Credit Agreement or pursuant to a subsequent Compliance Certificate.

[Remainder of page intentionally left blank.]

The foregoing certifications, together with the computations, amounts and financial information set forth in the attachments hereto and delivered with this Compliance Certificate in support hereof, are made and delivered this _________ day of __________________, _____.

____

Name:
Title: