

Clerk's Stamp:

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

AVONLEA-DREWRY HOLDINGS INC.

DEFENDANT

CURA-CAN HEALTH CORP. and
THE CLINIC NETWORK CANADA INC.

DOCUMENT

AFFIDAVIT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Counsel for Avonlea-Drewry Holdings Inc.

Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9
t: 416.865.1500
f: 416.863.1515

Lawyers' Names: Harry Fogul & Sam Babe
Lawyers' Emails: hfogul@airdberlis.com &
sbabe@airdberlis.com

AFFIDAVIT OF DAVID DOZZO

Sworn/Affirmed on January 31, 2022

I, David Dozzo, of the City of Dallas, in the State of Texas, SWEAR AND SAY THAT:

1. I am a Director of the Plaintiff, Avonlea-Drewry Holdings Inc. ("ADH") and have personal knowledge of the matters hereinafter deposed to, except where stated to be based upon information and belief. Where that knowledge is based on information or belief, I have stated the source of that information and verily believe it to be true.
2. I swear this Affidavit in support of ADH's application (the "**Receivership Application**") seeking the appointment of KPMG Inc. ("**KPMG**") as receiver and manager (in such capacity, the "**Receiver**") over all of the current and future assets, undertakings and property of Cura-Can Health Corp. ("**Cura-Can**") and The Clinic Network Canada Inc. ("**TCNC**" and, together with Cura-Can, the "**Debtors**"). I have reviewed the business records of ADH relevant to the Receivership Application and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit on behalf of ADH.

The Parties

3. ADH is a corporation existing pursuant to the laws of Ontario, doing business in Alberta and elsewhere in Canada.
4. Cura-Can is a company incorporated pursuant to the laws of Canada on March 2, 2017. Cura-Can conducts business investing in other businesses operating in the medical and retail cannabis industry. A copy of the Federal Corporate Information for Cura-Can obtained from Corporations Canada is attached hereto, marked as **Exhibit "1"**.
5. TCNC, a wholly-owned subsidiary of Cura-Can, is a company formed pursuant to the laws of Canada on June 24, 2021 by the amalgamation of the similarly-named The Clinic Network Canada Inc. with 9937340 Canada Inc. and 9398252 Canada Inc. TCNC formerly carried on the business of providing medical and related services, including telemedicine services, in the Province of Alberta and elsewhere in Canada. A copy of the Federal Corporate Information for TCNC obtained from Corporations Canada is attached hereto, marked as **Exhibit "2"**.
6. TCNC's business and operating assets were sold to Pathway Health Corp. ("**Pathway**") on January 18, 2021 (the "**TCNC Asset Sale**"), in consideration for, among other things, shares in the capital of Pathway and a promissory note (the "**Pathway Note**"). Pathway was originally a subsidiary of Cura-Can, incorporated for the TCNC Asset Sale. On May 31, 2021 Pathway completed a reverse takeover (the "**RTO Transaction**") of the publicly-listed Colson Capital Corp. ("**Colson**"). As part of the RTO Transaction, the Pathway Note was repaid and TCNC received 55% of the common shares in Colson (the "**Colson Shares**"). The Colson Shares, 75% of which remain in escrow and cannot yet be traded, are TCNC's only significant asset.
7. Cura-Can has one employee, its Chief Executive Officer, Michael Steele. Mr. Steele is also the sole employee of TCNC, as its Chief Executive Officer and President, but receives no compensation from TCNC. Neither Debtor administers any pension plan.
8. Cura-Can has no real property or lease to real property. TCNC is tenant under two leases to former clinic locations that were not sold as part of the TCNC Asset Sale. One lease is to premises at 222 King Street, Suite 208, in Bowmanville, Ontario and the second is to premises at 4646 Dufferin Street, Toronto, Ontario. Having ceased business operations upon closing of the TCNC Asset Sale, TCNC abandoned both premises and fell into arrears under the leases. Based on information provided by the Debtors' counsel, it is ADH's understanding that the landlord under the Toronto lease changed the locks thereby terminating the lease. ADH has also been advised by the Debtors' counsel that the equipment and any other assets located at these two premises have been abandoned by TCNC and would not be subject to the proposed receivership.

Loan Obligations

9. ADH as lender, Cura-Can as borrower and TCNC as guarantor are parties to an amended and restated credit facility agreement dated January 18, 2021, (the “**Credit Agreement**”). A copy of the Credit Agreement is attached hereto, marked as **Exhibit “3”**.
10. Pursuant to the Credit Agreement, ADH provided Cura-Can a term loan facility in the maximum aggregate principal amount of \$10,000,000 (the “**Loan Facility**”). All amounts owing in connection with the Loan Facility were to be repaid on May 31, 2021 (the “**Maturity Date**”).
11. In order to evidence the amounts owing by Cura-Can pursuant the Credit Agreement, including fees, expenses and principal and interest owing under the Loan Facility (collectively, the “**Indebtedness**”), Cura-Can and ADH executed an amended secured convertible grid promissory note in favour of ADH, dated June 24, 2020 (the “**Promissory Note**”). A copy of the Promissory Note is attached hereto, marked as **Exhibit “4”**.
12. In support of the repayment of the indebtedness of Cura-Can, TCNC provided to ADH an unconditional and unlimited guarantee, dated March 1, 2019 (the “**TCNC Guarantee**”). A copy of the TCNC Guarantee is attached hereto, marked as **Exhibit “5”**.
13. To secure its obligations to ADH, Cura-Can provided to ADH a General Security Agreement, dated March 1, 2019, charging all present and after-acquired property of Cura-Can, and an amended and restated securities pledge agreement dated as of January 18, 2021 (collectively, the “**Cura-Can Security**”). Copies of the documents comprising the Cura-Can Security are attached hereto, marked as **Exhibit “6”**.
14. To secure its obligations to ADH, TCNC provided to ADH, among other things, a general security agreement, dated March 1, 2019 and an amended and restated securities pledge agreement, dated as of January 18, 2021 (collectively, the “**TCNC Security**”, and, together with the Cura-Can Security, on a non-exhaustive basis, the “**Security**”). Copies of the documents comprising the TCNC Security are attached hereto, marked as **Exhibit “7”**.
15. ADH has registered its security against the Debtors in Alberta, Manitoba, Ontario and formerly in Québec. Copies of search results against Cura-Can from the personal property security registries of Alberta, Manitoba and Ontario (collectively, the “**Cura-Can PPSA Searches**”) are attached hereto, collectively marked as **Exhibit “8”**. Copies of search results against TCNC and each of its predecessors by amalgamation from the personal property security registries of Alberta, Manitoba and Ontario (collectively, the “**TCNC PPSA Searches**”) are attached hereto, collectively marked as **Exhibit “9”**.
16. Pathway was also a signatory to the Credit Agreement and had executed a guarantee of the Indebtedness backed by a general security agreement. As discussed in paragraph 20 below, this Pathway guarantee and security would be released in connection with the RTO Transaction.

Other Secured Creditors

17. The Cura-Can PPSA searches show no registrations apart from those made by ADH in respect of the Cura-Can Security. The TCNC PPSA Searches show no registrations apart from those made by ADH in respect of the TCNC Security other than:
 - (a) registrations in Alberta and Ontario by Cura-Can, apparently in respect of general security interests; and
 - (b) registrations in Alberta, Manitoba and Ontario by ADH, as agent, in respect of general security interests.
18. The registrations by ADH as agent were made in respect of security granted by TCNC to ADH as agent for itself and a group of other lenders (collectively, the “**Senior Noteholders**”), to secure TCNC’s obligations under a series of promissory notes issued in April, May, June and August of 2020 (collectively, the “**Senior Notes**”). TCNC issued the Senior Notes to raise bridge funding needed to complete the TCNC Asset Sale with Pathway. ADH was appointed as agent to the Senior Noteholders (in such capacity, the “**Agent**”) pursuant to an Agency Agreement made as of April 15, 2020 (the “**Agency Agreement**”), a copy of which is attached hereto, marked as **Exhibit “10”**.
19. Pursuant to a Subordination Agreement between ADH, the Agent and TCNC dated April 15, 2020 (the “**Subordination Agreement**”), ADH subordinated the TCNC Security to the security that had been granted to the Agent (the “**Senior Noteholder Security**”). A copy of the Subordination Agreement is attached hereto, marked as **Exhibit “11”**.
20. The Senior Noteholder Security was first ranking in respect of, among other things, the Pathway Note that had been granted in connection with the TCNC Asset Sale. Upon closing of the RTO Transaction, part of the proceeds of the repayment of the Pathway Note flowed to the Agent in repayment of the Senior Notes and the Senior Noteholder Security was released by the Agent pursuant to a Release dated May 31, 2021, a copy of which is attached hereto, marked as **Exhibit “12”**.
21. It was subsequently discovered that one of the Senior Noteholders, Chief Peguis Investment Corp., had not been fully repaid and was still owed \$44,000 in principal. As a result, the PPSA registrations that had been made by the Agent against TCNC were not discharged.

Demand and Forbearance

22. Cura-Can failed to repay the Indebtedness on the Maturity Date. At that time, the Indebtedness totalled \$15,917,804.92. This amount is \$62,574.54 higher than the Maturity Date total Indebtedness amount stated in the Demands and the Forbearance Agreement (as such terms are defined below) because a calculation error was not discovered until after those documents were delivered.
23. As a result, demands for full payment of the Indebtedness (collectively, the “**Demands**”) and duly executed Notices of Intention to Enforce Security under section 244 of the *Bankruptcy and*

Insolvency Act (Canada) (collectively, the “**NOIs**”) were sent by ADH to the Debtors on June 10, 2021. Copies of the Demands and NOIs are attached hereto, marked as **Exhibit “13”**.

24. Following demand, ADH and the Debtors entered into a forbearance agreement dated June 30, 2021 (the “**Forbearance Agreement**”), a copy of which is attached hereto, marked as **Exhibit “14”**.
25. It was a condition of ADH’s continued forbearance under the Forbearance Agreement that the Debtors would obtain “New Lender Financing” (as defined therein), which would entail the issuance of a new credit facility, based in part on a minimum subscription by the existing shareholders of Cura-Can. New Lender Financing was not accomplished by the deadline of November 30, 2021, resulting in a Termination Event or default under the Forbearance Agreement. ADH has not waived the default and has no obligation to lend further amounts or continue to forbear at this time.
26. As a term of the Forbearance Agreement, the Debtors each consented to receivership, and each provided a duly executed consent receivership order (collectively, the “**Consent Receivership Orders**”), copies of which are attached to the Forbearance Agreement. ADH wishes to rely on that covenant and the Consent Receivership Orders at this time, which provisions of the Forbearance Agreement were integral to ADH entering the forbearance arrangement at all.

Indebtedness owing to ADH

27. Pursuant to their respective obligations under the Credit Agreement, the Promissory Note, the TCNC Guarantee and the Security, the Debtors are each jointly and severally indebted to ADH for the in the amount of \$16,637,348.37 as of January 27, 2022, calculated as follows:

Balance as at December 31, 2021	\$16,439,385.59
Forbearance Fee (since January 1, 2022)	\$75,713.32
Interest	\$122,249.46
Total:	\$16,637,348.37

plus accrued and accruing interest, costs and expenses including legal costs on a solicitor and own client, full indemnity basis.

Proposed Stalking Horse Sale Process


28. ADH has been in discussion with the Debtors for some time, prior to this Application, in respect of repayment of the Indebtedness.
29. ADH is aware the Debtors have engaged KPMG to conduct an independent review of a proposed receivership sale strategy, whereby ADH would make a stalking horse bid for acquisition of the assets of the Debtors, comprised of cash and credit bid.

30. ADH is in agreement with the process proposed by the Debtors, and reviewed independently by KPMG, wherein the proposed Receiver would conduct a SISP in respect of the Debtors and their respective property and enterprise.
31. ADH is supportive of KPMG being the proposed Receiver, and believes this would bring efficiencies to the anticipated sale process in view of KPMG's existing familiarity with the Debtors.
32. ADH is accordingly making this Application with the consent of the Debtors, not only as provided in the Forbearance Agreement and Consent Receivership Orders, but in the understanding that the Debtors support ADH being the proposed stalking horse in an anticipated sale process in receivership. Approval of a sale process is not, however, being sought as part of the Receivership Application.

Appointment of Receiver

33. As of the date of this Affidavit, the Indebtedness has not been repaid.
34. Apart from proceeding with receivership, ADH believes its position and likelihood of repayment is precarious. The Debtors are no longer actively carrying on business and have wound up all or substantially all of their operations. The Debtors' assets appear to be comprised of dwindling cash reserves and a block of public company shares, which are largely illiquid due to ongoing escrow requirements.
35. ADH believes the proposed receivership will preserve current value and provide a proper platform for an independent realization process. I verily believe a receiver is not only just and convenient at the present time, but critical for maximization of value for stakeholders.
36. ADH is presently entitled to prosecute its legal remedies under its agreements with the Debtors, which includes the right to apply to this Honourable Court to appoint a receiver and manager over the undertakings, property, and assets of the Debtors.
37. ADH wishes to exercise its rights at this time and the Debtors have consented to the same.
38. I verily believe that the immediate appointment of a receiver and manager of the undertakings, property and assets of the Debtors is necessary to protect the economic interests of ADH.
39. ADH has no other means to preserve the business and assets of the Debtors, to reduce its increasing credit exposure, and to realize on the Security.
40. I verily believe that KPMG, with offices in the City of Calgary, Alberta and throughout Canada, is qualified and prepared to act as receiver or receiver and manager of the Debtors. A Consent to Act, executed by KPMG, attached hereto, marked as Exhibit "15".
41. The form of receivership Order sought by ADH in the Receivership Application (the "**Proposed Order**") would make both Debtors subject to one receivership Order but is otherwise consistent with the forms of the two separate Consent Receivership Orders. A blackline of the form of

This is Exhibit 1 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.


A Notary Public in and for the State of Texas






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Federal Corporation Information - 1012715-9

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

1012715-9

Business Number (BN)

726772494RC0001

Corporate Name

Cura-Can Health Corp.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2017-03-02

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[PDF Readers](#)

Registered Office Address

1500, 850 - 2 Street SW
Calgary AB T2P 0R8

Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 9

Michael Steele
P.O. Box 8 Caledon East
Caledon ON L7C 3L8
Canada

i Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

03-02

Date of Last Annual Meeting

2021-03-18

Annual Filing Period (MM-DD)

03-02 to 05-01

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2022 - Not due

2021 - Filed

2020 - Filed

Corporate History**Corporate Name History**

2017-03-02 to Present

Cura-Can Health Corp.

Certificates and Filings**Certificate of Incorporation**

2017-03-02

[Order copies of corporate documents](#)[Start New Search](#)[Return to Search Results](#)**Date Modified:**

2022-01-25

This is Exhibit 2 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.

Jenil M. Woods

A Notary Public in and for the State of Texas






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Federal Corporation Information - 1313280-3

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Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

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Corporation Number

1313280-3

Business Number (BN)

726562895RC0002

Corporate Name

The Clinic Network Canada Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2021-06-24

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[PDF Readers](#)

Registered Office Address

1500-850 2 St SW
Calgary AB T2P 0R8

Canada

i Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 9

Michael Steele
P.O. Box 8 Caledon East
Caledon ON L7C 3L8
Canada

i Note

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Annual Filings

Anniversary Date (MM-DD)

06-24

Date of Last Annual Meeting

Not available

Annual Filing Period (MM-DD)

06-24 to 08-23

Type of Corporation

Not available

Status of Annual Filings

2022 - Not due

Corporate History**Corporate Name History**

2021-06-24 to Present

The Clinic Network Canada Inc.

Certificates and Filings**Certificate of Amalgamation**

2021-06-24

Corporations amalgamated:

- 9937340 9937340 Canada Inc.
- 10128937 The Clinic Network Canada Inc.
- 9398252 9398252 Canada Inc.

[Order copies of corporate documents](#)[Start New Search](#)[Return to Search Results](#)**Date Modified:**

2022-01-25

This is Exhibit 3 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.

Jenil M. Waady
A Notary Public in and for the State of Texas



AMENDED AND RESTATED CREDIT FACILITY AGREEMENT

January 18, 2021

Cura-Can Health Corp.
10 Four Seasons Place, Suite 510B
Etobicoke, ON M9B 6H7

Attention: Michael Steele, Chief Executive Officer

Dear Sir:

Avonlea-Drewry Holdings Inc. (the "**Lender**"), as lender, Cura-Can Health Corp. (the "**Corporation**"), as borrower, and The Clinic Network Canada Inc. ("**TCNC**") are party to a credit facility agreement dated March 1, 2019, as amended by an amendment to credit facility agreement dated September 12, 2019 and a second amendment to credit facility agreement dated June 24, 2020 (the "**Prior Credit Facility Agreement**"), pursuant to which the Lender made certain credit facilities available to the Corporation (the "**Prior Credit Facilities**"). The Borrower, the Lender and TCNC have agreed to amend and restate the Prior Credit Agreement on the following terms and conditions and pursuant to this letter agreement, as it may be amended from time to time (the "**Credit Facility Agreement**"). References herein to the Corporation, shall include all of the subsidiaries of the Corporation as the context requires.

Principal Amount and Advance: Subject to the terms contained herein, the Lender agrees to advance funds to the Corporation, in one or multiple advances, the first occurred on or about the closing date of the Prior Credit Facility Agreement in the amount of \$500,000 (the "**Initial Closing Amount**"), with each subsequent advance to occur on the schedule set forth in the Secured Note (as defined herein), up to the aggregate principal amount of \$10,000,000 (the "**Aggregate Principal Amount**").

The Corporation agrees that any indebtedness owed to the Lender prior to the execution of these documents will be recorded on the Secured Note (as defined herein).

Interest: Interest shall accrue on the Principal Amount and the Repayment Fee (as defined below), if applicable, advanced under this Credit Facility Agreement, beginning on the day such Principal Amount is advanced to the Corporation by the Lender, at the rate of ten percent (10%) per annum, on the basis of the actual number of days elapsed in a three hundred and sixty-five (365) day year, compounded monthly. Interest shall be due and payable, or convertible, in the case of conversion, on and as of the earlier of the Maturity Date (as defined below) or the date of conversion of the Secured Note (as defined below) in accordance with its terms, as the case may be.

Currency: All references to \$ amounts in this Credit Facility Agreement shall be deemed to be references to Canadian dollars, unless otherwise indicated.

Promissory Note: On or before the advance of any of the Principal Amount under this Credit Facility Agreement by the Lender, the Corporation shall issue to such Lender a secured convertible grid promissory note in the form annexed hereto as Schedule "A", as it may be amended from time to time (the "**Secured Note**"), which Secured Note shall serve to evidence the Indebtedness (as defined below) owing to such Lender from time to time pursuant to this Credit Facility Agreement.

Maturity Date: Subject to the prior conversion of the Indebtedness in accordance with the terms of this Credit Facility Agreement and the Secured Note, the Indebtedness shall mature on the earlier of: (i) the occurrence of an Event of

Default (as defined below)) and the subsequent written demand for repayment by the Lender; and (iii) May 31, 2021 (in either case, the "**Maturity Date**"). On the Maturity Date, provided that the Principal Amount then advanced and interest accrued thereon, plus all fees (including Repayment Fees (as defined below), if applicable) and expenses (the "**Indebtedness**") has not been converted pursuant to the terms hereof and in accordance with the terms of the Secured Notes, the outstanding Indebtedness shall become immediately due and payable.

Additional Principal Amount and Advance

At any time following the date hereof (other than when an Event of Default has occurred and is continuing), the Corporation may, with the prior approval of the Lender, borrow additional funds from the Lender on substantially the same terms as set out in this Credit Facility Agreement and the Secured Note pursuant to which the Lender shall advance funds to the Corporation (all such advances collectively referred to as the "**Additional Principal Amount**" and with the Initial Closing Amount, the "**Principal Amount**"). After the date hereof the Lender may refuse to advance Additional Principal Amounts at its sole and unfettered discretion.

Prepayment:

All or any portion of the aggregate Indebtedness may be repaid by the Corporation at any time and from time to time, at or prior to the Maturity Date (the "**Repayment Date**"), subject to payment of the applicable Repayment Fee if such repayment occurs after February 28, 2020. For the purposes of this Credit Facility Agreement, the "**Repayment Fee**" means a fee equal to one half of the Principal Amount plus all accrued but unpaid interest, outstanding as at February 28, 2020 (or outstanding at such earlier or later time that such Repayment Fee becomes payable). For greater certainty, as of March 1, 2020, an amount equal to the Repayment Fee shall be added to the Principal Amount and shall form part of the total Indebtedness. In addition, a Repayment Fee equal to one-half of any Additional Principal Amount advanced after February 28, 2020 shall be added to such Additional Principal Advance and thereafter form part of the total Indebtedness. In the event any Repayment Fee is added to the Principal Amount or any Additional Principal Amount, interest shall apply to such amount from the date of this Credit Facility Agreement.

On the Repayment Date, this Credit Facility Agreement shall be terminated unless otherwise agreed to between the Corporation and the Lender.

Conversion:

At any time: (i) on or after the Maturity Date; or (ii) upon written request of the Corporation prior to the Maturity Date, the Indebtedness owing to the Lender, may be converted, at the option of the Lender, into Class A Common Shares in the capital of the Corporation ("**New Securities**") at a price equal to the lesser of: (i) \$0.50 per New Security; (ii) the price or deemed price of per New Security issued pursuant to the most recently completed an arm's length third party financing or; (iii) the price or deemed price per New Security established for valuation purposes in connection with a transaction between the Corporation and an arm's length third party. The Lender may exercise such option by written notice delivered to the Corporation which may be subject to conditions (the "**Conversion Notice**").

Security: As security for the performance of its obligations under the Secured Note and this Credit Facility Agreement, the Corporation and each Subsidiary (as defined below) shall grant to the Lender a security interest over all of their presently existing or hereafter acquired or arising assets or properties pursuant to the terms of the Security Agreements referred to below. The Lender's security under its Security Agreements shall be subordinate to any purchase money security interests granted in the ordinary course of business (the "**Permitted Encumbrances**").

Conditions Precedent to Entering into this Credit Facility Agreement: The obligation of the Lender to enter into this Credit Facility Agreement and advance any portion of the Aggregate Principal Amount shall be subject to the following conditions precedent:

- a) the Lender shall have received the Secured Note originally executed by the Corporation;
- b) the Lender shall have received an executed general security agreement of the Corporation in the form annexed hereto as Schedule "B" (the "**Parent Security Agreement**");
- c) the Lender shall have received an executed general security agreement from each of TCNC and Pathway Health Corp. ("**Pathway**", and together with TCNC, the "**Subsidiaries**", and each a "**Subsidiary**") in the form annexed hereto as Schedule "B" (collectively, the "**Subsidiary Security Agreements**")
- d) the Lender shall have received the executed guarantee of from each Subsidiary in the form annexed hereto as Schedule "C" (collectively, the "**Subsidiary Guarantees**");
- e) the Lender shall have received a copy of the executed grid promissory note of TCNC in the form annexed hereto as Schedule "D" (the "**Subsidiary Note**");
- f) the Lender shall have received a executed deed of movable hypothec from each Subsidiary in the form annexed hereto as Schedule "E" (collectively, the "**Hypothecs**");
- g) the Lender shall have received the executed amended and restated share pledge of the Corporation in the form annexed hereto as Schedule "F" (the "**Parent Pledge**") and the originally executed share certificate or certificates representing the equity securities owned or held by the Corporation in the Subsidiaries, subject to the pledge and a duly executed stock transfer power of attorney with respect thereto;
- h) the Lender shall have received the executed share pledge of TCNC in the form annexed hereto as Schedule "F" (the "**SpinCo Pledge**", and together with the Parent Security Agreement, the Subsidiary Security Agreements, the Subsidiary Guarantees, the Hypothecs and the Parent Pledge, the "**Security Agreements**") and the originally executed share certificate or certificates representing the equity securities owned or held by the Corporation in Pathway, subject to the pledge and a duly executed stock transfer power of attorney with respect thereto;
- i) the Lender shall have received a certificate of a senior officer of each Subsidiary in the form annexed hereto as Schedule "G" (collectively, the "**Subsidiary Certificates**"), and the Subsidiary Certificates shall be

provided by such officers each time the Corporation requests an advance under the Credit Facility Agreement and bear the date of such request;

- j) the Lender shall have received evidence of that the security interests granted hereunder have been properly registered in the Provinces of Ontario, Alberta, Saskatchewan, Manitoba and Quebec (as applicable);
- k) the security interests granted to the Lender pursuant to the Security Agreements shall constitute a valid and perfected security interest in the assets of the Corporation and the Subsidiaries described therein filed in all applicable jurisdictions;
- l) the Corporation and each Subsidiary shall have obtained all consents or approvals from its directors, shareholders, creditors or other third parties required to consummate the transactions contemplated by the Loan Documents (as defined below);
- m) the Lender shall be satisfied, in its sole discretion, with the results of its due diligence investigations on all such issues and areas as it may determine; and
- n) the Lender shall have received the required internal approvals to enter into this Credit Facility Agreement and consummate the transactions contemplated hereby.

Representations and
Warranties:

The Corporation hereby represents and warrants as follows:

- a) the Corporation and each Subsidiary are corporations duly incorporated and validly existing under the laws of Canada, with the corporate power to own or lease their respective property and to carry on the business conducted by each of them, and are qualified as corporations to carry on the business conducted by each and to own and lease its property in each jurisdiction where the failure to be so qualified would have a material adverse effect on the Corporation;
- b) the execution, delivery and performance of this Credit Facility Agreement, the Security Agreements, the Secured Note, the Subsidiary Note and the Subsidiary Certificates (collectively the "**Loan Documents**") are within the Corporation's and such Subsidiary's powers, have been duly authorized, and are not in conflict with nor constitute a breach of any provision contained in the Corporation's or each Subsidiary's respective articles, by-laws or other constating documents, nor will they breach any provision of or constitute an event of default under any agreement to which the Corporation or any Subsidiary is a party or by which it is bound as of the date hereof;
- c) the Corporation and each Subsidiary have obtained all consents or approvals from each of their respective directors, shareholders, creditors or other third parties required to consummate the transactions contemplated by this Credit Facility Agreement;
- d) other than as disclosed in writing to the Lender, there are no actions or proceedings pending or, to the best of the Corporation's knowledge, threatened by or against the Corporation or any Subsidiary before any court or administrative agency;
- e) the Corporation and each Subsidiary are solvent and each is able to pay its debts as they become due;

- f) other than the transactions contemplated herein, the Corporation and each Subsidiary have not incurred any material liabilities outside of the ordinary course of business since December 31, 2020;
- g) any shares issued upon the conversion of the Secured Note shall be duly authorized and issued as fully paid and non-assessable Class A common shares in the capital of the Corporation and shall be issued in compliance with all applicable laws;
- h) all assets of the Corporation are situated in the Provinces of Ontario;
- i) all assets of the Subsidiaries are located in the Provinces of Ontario, Alberta, Saskatchewan, Manitoba and Quebec;
- j) there are no encumbrances on the assets of the Corporation or any Subsidiary other than the Permitted Encumbrances;
- k) there are no finder's fees or similar remuneration payable to any third party in relation to the transactions contemplated by this Credit Facility Agreement; and
- l) the Loan Documents are legally binding obligations of the Corporation and the Subsidiaries, enforceable against each in accordance with their terms. The Corporation hereby acknowledges that the representations and warranties of the Corporation contained in the Security Agreements are incorporated by reference into this Credit Facility Agreement and form an integral part hereof.

Covenants:

So long as any Indebtedness remains outstanding, the Corporation and the Subsidiaries will not draw down any additional debt, issue any new securities, whether debt or equity, without the prior written consent of the Lender.

The Corporation will deliver to the Lender consolidated audited financial statements prepared in accordance with Canadian generally accepted accounting principals within 120 days of the end of each financial year, and unaudited financial statements within 60 days of the end of each interim period so long as any Indebtedness remains outstanding.

Events of Default:

At the option of the Lender, the Indebtedness shall become due and payable in full upon the occurrence of an Event of Default (as such term is defined in and subject to the conditions and permitted cure periods set forth in the Security Agreements). Upon the occurrence of an Event of Default that is not cured within the time periods permitted under the Security Agreements, unless waived by the Lender, the Repayment Fee shall be applied to the Principal Amount then outstanding and form part of the total Indebtedness. The Corporation acknowledges that the Events of Default set out in the Security Agreements are incorporated by reference into this Credit Facility Agreement and form an integral part hereof. For greater certainty, the occurrence of an Event of Default with respect to any one of the Security Agreements, or a breach of such Security Agreements by the Corporation or any Subsidiary, shall be an Event of Default under this Credit Facility Agreement. In addition, a failure of TCNC to repay any indebtedness owed to the Corporation under the Subsidiary Note shall be an Event of Default.

The Lender may, in writing (and not otherwise), waive any breach by the Corporation of any of the provisions contained in this Credit Facility Agreement or any default by Corporation (including an Event of Default) in the observance

or performance of any provision of this Credit Facility Agreement, provided always that no waiver by the Lender shall extend to or be taken in any manner whatsoever to affect any subsequent breach, default or Event of Default, whether of the same or a different nature, or the rights resulting therefrom. For greater certainty, upon the occurrence of an Event of Default, even if such breach is waived by the Lender, the Repayment Fee may be applied to the Principal Amount at the sole discretion of the Lender.

Upon the occurrence of an Event of Default and during any cure period, if applicable, the Corporation and each Subsidiary agree that each shall not make any expenditure outside of the ordinary course of business nor accept, assume, enter into any contractual commitment or incur any material liability of any kind, without the express written consent of the Lender.

The Corporation covenants to advise the Lender in writing immediately upon the occurrence of an Event of Default.

Indemnification:

The Corporation and each Subsidiary shall, jointly and severally, defend, indemnify and hold harmless the Lender and its directors, officers, partners, shareholders, employees and agents and each of their respective directors, officers, employees, shareholders, partners, heirs, executors, administrators, legal personal representatives, successors and assigns, as applicable (collectively, the "**Indemnitees**", against:

- a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by the Loan Documents; and
- b) all losses or expenses in any way suffered, incurred, or paid by the Indemnitees as a result of or in any way arising out of, following, or consequential to the transactions among the Lender, the Corporation and the Subsidiaries under the Loan Documents (including without limitation reasonable legal fees and expenses),

other than obligations, demands, claims, liabilities, losses or expenses arising from gross negligence or willful misconduct on the part of the party seeking indemnification from the Corporation and the Subsidiaries.

Amendments/Waivers:

This Credit Facility Agreement may be amended or modified, and any obligation or condition set forth herein may be waived, by an instrument in writing duly executed by the Corporation and the Lender and any such instrument so executed shall be binding on each of the parties hereto.

Notice:

Any notice or demand to be given to the Corporation in connection with this Credit Facility Agreement may be given by delivering or mailing or sending such notice to the Corporation at the address set forth for the Corporation in the Security Agreements.

Expenses:

Expenses of the Corporation, each Subsidiary and the Lender incurred in connection with the settlement of this Credit Facility Agreement and the review and settlement of the legal documentation implementing this Credit Facility Agreement shall be paid by the Corporation.

Assignment:

The Lender shall have the right to assign any or all of its rights and obligations under the terms of the Loan Documents to any person (a "**Permitted Transferee**") without the consent of the Corporation or the Subsidiaries; provided that any such Permitted Transferee agrees to be bound by the terms of the Loan Documents and written notice of such assignment is provided to

the Corporation.

- Severability:** If any provision of this Credit Facility Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- Governing Law:** This Credit Facility Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of law, rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). The Lender and the Corporation irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or relating hereto.
- Maximum Interest** Notwithstanding any other provisions of this Credit Facility Agreement, if the amount of any interest, premium, fees or other monies or any rate of interest stipulated for, taken, reserved or extracted under the Loan Documents would otherwise contravene the provisions of Section 347 of the *Criminal Code* (Canada), Section 8 of the *Interest Act* (Canada) or any successor or similar legislation, or would exceed the amounts which the Lender is legally entitled to charge and receive under any law to which such compensation is subject, then such amount or rate of interest shall be reduced to such maximum amount as would not contravene such provision; and to the extent that any excess has been charged or received the Lender shall apply such excess against the obligations and refund any further excess amount.
- Termination of Credit Facility Agreement:** This Credit Facility Agreement shall terminate and be of no further force or effect upon the conversion or repayment of all outstanding Indebtedness in accordance with the terms of the Loan Documents.
- Counterparts:** This Credit Facility Agreement may be executed and delivered in separate counterparts by fax or other electronic means, each of which when so signed and delivered is deemed an original, and all such counterparts together constitute one instrument.
- Amendment and Restatement:** This Credit Facility Agreement amends and restates the Prior Credit Facility Agreement without in any way affecting the rights or obligations of any party which may have accrued as of the date hereof pursuant to the provisions of such Prior Credit Facility Agreement prior to their amendment hereby, and all indebtedness, liabilities and obligations of the Borrower to the Lender under the Prior Credit Facility Agreement, including, without limitation, all advances outstanding under the Prior Credit Facilities as of the date of this Credit Facility Agreement and all accrued and unpaid interest and fees thereon, shall be construed as obligations of the Borrower to the Lender under this Credit Facility Agreement.

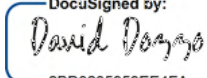
The Corporation and TCNC each hereby acknowledge and agree that the Security Agreements, to which it is a party, previously delivered by it to the Lender remains in full force and effect, enforceable against it in accordance with their respective terms and shall continue to secure the payment and performance of the obligations and for clarity, the Security Agreements and the fixed and floating charges created therein shall survive and continue to charge the assets originally charged thereunder from and after the date of this Credit Facility Agreement to secure the obligations.

[Signature Pages to Follow]

If the foregoing terms are acceptable to you, please indicate by signing a copy of this letter and returning it to the Lender. Once countersigned, this letter shall be a binding agreement between the Lender, the Corporation and the Subsidiaries.

DATED as of this 18th day of January 2021.

AVONLEA-DREWRY HOLDINGS INC.

By:  _____
Name: DAVID DOZZO
Title: Director

CURA-CAN HEALTH CORP.

By: _____
Name: Michael Steele
Title: Chief Executive Officer

THE CLINIC NETWORK CANADA INC.

By: _____
Name: Wayne Cockburn
Title: President

PATHWAY HEALTH CORP.

By: _____
Name: Aura Balboa
Title: Chief Financial Officer

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By: _____
Name: David Dozzo
Title: Director

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Title: Chief Executive Officer

THE CLINIC NETWORK CANADA INC.

By:  _____
Name: Wayne Cockburn
Title: President

PATHWAY HEALTH CORP.

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Title: Chief Financial Officer

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DATED as of this ____ day of January 2021.

AVONLEA-DREWRY HOLDINGS INC.

By: _____
Name: David Dozzo
Title: Director

CURA-CAN HEALTH CORP.

By: _____
Name: Michael Steele
Title: Chief Executive Officer

THE CLINIC NETWORK CANADA INC.

By: _____
Name: Wayne Cockburn
Title: President

PATHWAY HEALTH CORP.

By:  _____
Name: Aura Balboa
Title: Chief Financial Officer

This is Exhibit 4 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.

Jennifer Marie Woods
A Notary Public in and for the State of Texas



AMENDED SECURED CONVERTIBLE GRID PROMISSORY NOTE

Toronto, Ontario

June 24, 2020

For value received, **CURA-CAN HEALTH CORP.** (the "**Corporation**"), a corporation incorporated under the *Canada Business Corporations Act* with its principal place of business at 10 Four Seasons Place, Suite 510B, Etobicoke, ON M9B 6H7 promises to pay to the order of **AVONLEA-DREWRY HOLDINGS INC.** at P.O. Box 8 Caledon East, Caledon, ON L7C 3L8 (the "**Lender**"), the aggregate principal sum equal to the greater of:

- a) **TWO HUNDRED NINETY THOUSAND DOLLARS** (\$290,000.00); and
- b) the amount of the principal balance from time to time owing by the Corporation to the Lender as recorded by or on behalf of the Lender on the grid attached hereto as Schedule "A" and any further grids attached hereto, all of which grids form part of this Note up to a maximum of \$10,000,000,

(in the case of a) and b), the "**Principal Amount**") together with interest on the Principal Amount (and on any Repayment Fee, if applicable) and other fees and expenses (including the Commitment Fee, the Financing Fee, and Repayment Fee, if applicable (collectively, the "**Loan Fees**") from the applicable date of advance through and including the date on which such interest and all fees and expenses are paid in full, at the rate provided in Section 2 below (the Principal Amount, any Loan Fees, if applicable, other fees and expenses and interest accrued thereon being collectively referred to as the "**Indebtedness**"), subject to the terms and conditions of this Convertible Grid Promissory Note, as the same may be amended from time to time (this "**Note**") all as contemplated under and as subject to a credit facility agreement dated March 1, 2019 among the Corporation, The Clinic Network Canada Inc. and the Lender, as amended on September 12, 2019, as further amended on June 24, 2010, and as may be further amended, restated, modified, replaced or supplemented from time to time (the "**Credit Facility Agreement**"). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Facility Agreement. The outstanding Principal Amount plus accrued interest and the Loan Fees entered on the grid attached hereto as Schedule "A" as of any date by the Lender shall be prima facie evidence of the actual outstanding Indebtedness unpaid and owing to the Lender as of such date, but any error in recording or failure to record any advance or payment or the resulting outstanding Indebtedness shall not affect the obligation of the Corporation hereunder to make the true and correct payments of principal and of interest or fees (including any Loan Fees, if applicable) on this Note when due.

1. TERM AND PAYMENT.

The term of this Note shall commence on the applicable date of the first advance ("**Commencement Date**") and end on March 1, 2021 (the "**Maturity Date**"), subject to: (i) the occurrence of an Event of Default (as such term is defined in the Credit Facility Agreement and the subsequent written demand for repayment by the Lender, or (ii) the prior conversion of the Indebtedness pursuant to Section 3 hereof. On the Maturity Date, the Indebtedness shall become immediately due and payable, without presentment, demand, protest or notice. All payments received by the Lender hereunder will be applied first to costs of collection, if any, then to interest and fees (including any Loan Fee, if applicable) and the balance to principal.

2. INTEREST.

The Principal Amount advanced under this Note plus any Loan Fees shall bear interest from the applicable date of advance on the terms and conditions set forth herein. While outstanding, the Principal Amount plus all Loan Fees shall bear interest at the rate of ten percent (10%) per annum, on the basis of the actual number of days elapsed in a three hundred and sixty-five (365) day year, compounded monthly. The Principal Amount, Loan Fees and interest accrued thereon shall be payable in lawful money of Canada, without any deduction of any nature by way of set off, counterclaim or otherwise. If a Repayment Fee is applied to the Principal Amount, the above noted interest shall apply to the Repayment Fee starting from the Commencement Date.

3. CONVERSION.

- (a) At any time: (i) on or after the Maturity Date; or (ii) upon written request of the Borrower prior to the Maturity Date, the Indebtedness owing to the Lender, may be converted, at the option of the Lender, into Class A Common Shares in the capital of the Corporation ("**New Securities**") at a price equal to the lesser of: (i) \$0.50 per New Security; (ii) the price or deemed price of per New Security issued pursuant to the most recently completed an arm's length third party financing or; (iii) the price or deemed price per New Security established for valuation purposes in connection with a transaction between the Corporation and an arm's length third party. The Lender may exercise such option by written notice delivered to the Corporation which may be subject to conditions (the "**Conversion Notice**").
- (b) If this Note is converted in accordance with its terms, the Indebtedness shall be converted automatically without any further action by the Lender and whether or not the Note is surrendered to the Corporation or its transfer agent. The Corporation shall not be obligated to issue certificates evidencing the shares issuable upon conversion unless the Note is either delivered to the Corporation or its transfer agent, or the Lender notifies the Corporation or its transfer agent that such Note has been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with the Note. The Corporation shall, as soon as practicable after such delivery, or such agreement and indemnification, issue and deliver at its office to the Lender, a certificate or certificates for the shares to which the Lender shall be entitled and a cheque payable to the Lender in the amount of any cash amounts payable as the result of a conversion into fractional shares of the New Securities. Such conversion shall be deemed to have been made immediately prior to the close of business on the date noted in the Conversion Notice provided by the Lender. The person or persons entitled to receive securities issuable upon such conversion shall be treated for all purposes as the record holder or holders of such securities on such date.

4. SECURITY.

As continuing security for the due and timely payment by the Corporation of the Indebtedness hereunder, the Corporation hereby confirms the grant of a security interest in favour of the Lender pursuant to the terms of the Security Agreements and has directed the Subsidiary to grant such further security interests and provide such further documentation as required pursuant to the Credit Facility Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE CORPORATION.

The Corporation represents, warrants and certifies to the Lender as follows:

- (a) the Corporation and its subsidiaries are corporations duly incorporated and validly existing under the laws of jurisdiction of incorporation, with the corporate power to own or lease their respective property and to carry on the business conducted by each, and each is qualified as a corporation to carry on the business conducted by it and to own and lease its property in each jurisdiction where the failure to be so qualified would have a material adverse effect on the Corporation;
- (b) the execution, delivery and performance of this Note is within the Corporation's powers, have been duly authorized, and are not in conflict with nor constitute a breach of any provision contained in the Corporation's or its subsidiaries articles of incorporation, as amended to date, and by-laws, nor will they breach any provision of or constitute an event of default under any agreement to which the Corporation or any of its subsidiaries is a party or by which it is bound as of the date hereof;
- (c) this Note and the Security Agreements constitute legally binding obligations of the Corporation and its subsidiaries, enforceable against the Corporation and each subsidiary in accordance with their terms;

- (d) the Corporation and its subsidiaries have provided all notifications to and obtained all consents or approvals from its directors, shareholders, creditors or other third parties required to consummate the transactions contemplated by this Note;
- (e) other than as disclosed in writing to the Lender, there are no material actions or proceedings pending or, to the best of the Corporation's knowledge, threatened by or against the Corporation or its subsidiaries before any court or administrative agency;
- (f) the Corporation and its subsidiaries are solvent and able to pay their respective debts as they become due;
- (g) any securities issued upon the conversion of this Note shall be duly authorized and issued as fully paid and non-assessable securities in the capital of the Corporation and shall be issued in compliance with all applicable laws;
- (h) all material assets of the Corporation are situated in Ontario; and
- (i) other than the Permitted Encumbrances, there are no encumbrances on the assets of the Corporation or any of the Corporation's subsidiaries.

6. REPRESENTATIONS AND WARRANTIES OF THE LENDER.

The Lender represents, warrants and certifies to the Corporation as follows:

- (a) the Lender is advancing the Principal Amount evidenced hereunder as principal for its own account. Other than as previously disclosed to the Corporation in writing, the Lender has no present intention of selling or otherwise disposing of, or granting any participation in, this Note, and has not entered into any contract, undertaking, agreement or arrangement with any person to do so;
- (b) the Lender is a resident of the Province of Ontario;
- (c) the Lender acknowledges and understands that this Note and any securities issuable on the conversion thereof have been or will be issued to the Lender in reliance upon an exemption from the prospectus requirements of applicable Canadian securities legislation; and
- (d) the Lender, with respect to its decision to advance the Principal Amount under the Note, has not received or relied on any document purporting to describe the business and affairs of the Corporation, and/or any other material that, considered together, would constitute an "offering memorandum" within the meaning of applicable securities legislation.

7. ASSIGNMENT.

The Lender may, upon giving notice to the Corporation, but for greater certainty without the consent of the Corporation, sell, assign or otherwise dispose of this Note or of any shares obtained pursuant to the conversion hereof to an associate or affiliate of the Lender (a "**Permitted Transferee**"), provided that any such Permitted Transferee agrees to be bound by the terms of this Note and the Lender. The Corporation shall cooperate fully in issuing a replacement promissory note in the name of any such Permitted Transferee and/or ensuring that any securities issued upon the conversion of this Note are issued in the name of any such Permitted Transferee.

8. AMENDMENT

Except as specifically provided herein, any term or provision of this Note may be amended, modified or waived with the prior written consent of the Corporation and the Lender, and any such amendment, modification or waiver, subject as hereinafter provided, shall be binding on the Lender.

9. MISCELLANEOUS.

No waiver of any obligation of the Corporation under this Note shall be effective unless it is in writing and signed by the Lender. A waiver by the Lender of any right or remedy under this Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time.

The Corporation waives presentment for payment, demand, protest, notice of demand, notice of protest and notice of prepayment of this Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof, and hereby consents to any delays, extensions of time, renewals, waivers or modifications that may be granted or consented to by the holder hereof with respect to the time of payment or any other provision hereof.

The Corporation agrees to reimburse the Lender for all reasonable costs and expenses of collection of the Indebtedness under this Note, including reasonable attorneys' fees, court costs and other costs in connection with the enforcement of this Note, whether or not any suit is instituted. Should suit be commenced to collect this Note or any portion thereof, such sum as the court may deem reasonable shall be added hereto as attorneys' fees, including any fees awarded on any appeal.

10. GOVERNING LAW.

This Note shall be governed by, and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. This Note shall be treated, in all respects, as an Ontario contract and the parties hereto hereby submit to the jurisdiction of the courts of the Province of Ontario.

The Corporation hereby agrees that all limitation periods established by the *Limitations Act, 2002* (Ontario) are hereby excluded and shall not apply to this Note, other than the ultimate 15-year limitation period established by such statute. The Corporation also agrees that this Note constitutes a "business agreement" as such term is defined by such statute.

11. BINDING OBLIGATION.

This Note shall enure to the benefit of and be binding upon the Corporation and, subject to Section 7, the Lender and their respective successors and assigns; provided, however, that the Corporation may not transfer or assign its rights or obligations under this Note without the written consent of the Lender.

12. SEVERABILITY.

Each of the provisions of this Note is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Note.

[Remainder of page intentionally left blank. Signature Page Follows]

CORPORATION:

CURA-CAN HEALTH CORP.

By: 

Name: Michael Steele
Title: Chief Executive Officer

LENDER:

AVONLEA-DREWRY HOLDINGS INC.

By: 

Name: David Dozzo
Title: Director

SCHEDULE "A"

GRID TO SECURED CONVERTIBLE GRID PROMISSORY NOTE

Date	Principal Amount of Advance	Loan Fees	Indebtedness to which Interest applies	Principal Paid or Prepaid	Balance of Principal Unpaid	Amount of Interest Paid	Balance of Interest Unpaid	Notation Made by:
Balance Carried Forward on September 12	5,000,000	-		-	\$5,000,000	-		Dentons
September 12, 2019	\$290,000	\$254,000		-	\$5,544,000	-		Dentons
October 1, 2019	\$250,000	\$25,000		-	\$5,819,000	-		Dentons
January 24, 2020	\$500,000	\$50,000			\$6,369,000	-		Dentons
February 12, 2020	\$100,000	\$10,000			\$6,479,000	-		Dentons
February 18, 2020	\$190,000	\$19,000		-	\$6,688,000	-		Dentons
March 6, 2020	\$200,000	\$20,000			\$6,908,000			Dentons
March 17, 2020	\$200,000	\$20,000			\$7,128,000			Dentons
March 30, 2020	\$225,000	\$22,500			\$7,375,500			Dentons
April 6, 2020	\$50,000	\$5,000			\$7,430,500			Dentons
April 29, 2020	\$35,000	\$3,500			\$7,469,000			Dentons
May 15, 2020	\$50,000	\$5,000			\$7,524,000			Dentons
June 24, 2020	\$700,000	\$70,000			\$8,294,000			Dentons
September 9, 2020	\$100,000	\$10,000			\$8,404,000			Dentons
September 22, 2020	\$80,000	\$8,000			\$8,492,000			Dentons
October 16, 2020	\$12,500	\$1,250			\$8,505,750			Dentons
November 24, 2020	\$100,000	\$10,000			\$8,615,750			Dentons
January 4, 2021	\$100,000	\$10,000			\$8,725,750			Dentons

- Repayment Fee of **\$3,558,689.50** is applied as of March 1, 2020 but is not shown on table. Repayment Fee is an amount equal to one-half of total indebtedness as at February 29, 2020. Once applied, interest is calculated on Repayment Fee from March 1, 2019.
- Total indebtedness including Repayment Fee and accrued interest is **\$13,426,604.61** as of September 11, 2020

This is Exhibit 5 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.

Jennifer Marie Woods
A Notary Public in and for the State of Texas



GUARANTEE

THIS GUARANTEE is made as of the 1st day of March, 2019

BY:

THE CLINIC NETWORK CANADA INC., (together with its successors and assigns, the "**Guarantor**")

IN FAVOUR OF:

AVONLEA-DREWRY HOLDINGS INC. (together with its successors and assigns, the "**Secured Party**")

RECITALS

- A. Cura-Can Health Corp., as borrower (together with its successors and assigns, the "**Borrower**") has entered into the Credit Facility Agreement with the Secured Party.
- B. The Guarantor has agreed to guarantee the payment by the Borrower of the Guaranteed Obligations.
- C. In this Guarantee, in addition to the definitions set out in the recitals hereto or any Section hereof, certain capitalized terms used herein shall have the meanings ascribed to them in Schedule "A" hereto.

NOW THEREFORE, in consideration of the sum of \$1.00 now paid by the Secured Party to the Guarantor and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor agrees with the Secured Party as follows:

ARTICLE 1 GUARANTEE

1.1 Guarantee

The Guarantor unconditionally and irrevocably guarantees to and for the benefit of the Secured Party the due and punctual payment of all Guaranteed Obligations. The guarantee contained herein is an absolute, unconditional, present and continuing guarantee of payment, and not of collection, is in no way conditioned or contingent upon any attempt to collect from or enforce payment by the Borrower or upon any other event, contingency or circumstance whatsoever. If, for any reason whatsoever, the Borrower shall fail or be unable to duly, punctually and fully pay any Guaranteed Obligations as and when the same shall become due and payable, the Guarantor shall forthwith pay, or cause to be paid, such Guaranteed Obligations to the Secured Party.

1.2 No Set off by Guarantor; Reinstatement

All amounts payable by the Guarantor under this Guarantee shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever except pursuant to any Requirement of Law. The Guarantee herein shall be reinstated if at any time any payment of any Guaranteed Obligations is rescinded or must otherwise be returned by the Secured Party as a result of any Proceedings of or affecting the Borrower or the Guarantor or for any other reason whatsoever, all as though such payment had not been made. The Secured Party may concede or compromise any claim that such payment ought to be rescinded or otherwise returned, without discharging, diminishing or in any way affecting the liability of the Guarantor hereunder or the effect of this Section 1.2.

ARTICLE 2 ENFORCEMENT

2.1 Demand

Upon default in the payment of the Guaranteed Obligations or any part thereof, the Guarantor shall, on demand by or on behalf of the Secured Party, forthwith pay to the Secured Party all Guaranteed Obligations for which such demand was made. Any statement in writing of the Secured Party as to the amount of the Guaranteed Obligations and all other amounts payable hereunder shall be binding upon the Guarantor and conclusive against it in the absence of manifest error.

2.2 Right to Immediate Payment or Performance; Principal Debtor

The Secured Party shall not be bound to make any demand on or to seek or exhaust its recourse against the Borrower or any other Person or any Security held by it before being entitled to demand payment from or performance by the Guarantor and enforce its rights under this Guarantee, and the Guarantor hereby renounces all benefits of discussion and division. Any amounts which may not be recoverable from the Guarantor as guarantor under this Guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and shall be paid to the Secured Party by the Guarantor after demand therefor.

2.3 Subordination

All liabilities and indebtedness, present and future, absolute or contingent, joint or several, of the Borrower to the Guarantor are hereby postponed and subordinated to the payment and performance in full of the Guaranteed Obligations and all other amounts payable hereunder and unless otherwise agreed by the Secured Party, all monies received by the Guarantor in respect thereof shall be received in trust for the Secured Party and forthwith upon receipt shall be paid over to the Secured Party, the whole without in any way lessening or limiting the liability of the Guarantor under this Guarantee. The Guarantor shall not:

- (a) claim, rank, prove or vote as a creditor in any Proceedings of or affecting the Borrower or any other guarantor or Person liable directly or as surety for all or any part of the Guaranteed Obligations;
- (b) assert any right (including without limitation any right of set-off, right of indemnity or reimbursement or right of contribution, and any right whether or not the right arises under any Security) against the Borrower or any other guarantor or Person liable directly or as surety for all or any part of the Guaranteed Obligations; or
- (c) have any right of subrogation to the Secured Party or be otherwise entitled to claim the benefit of any Security now or hereafter held by the Secured Party in respect of the Guaranteed Obligations;

until the Secured Party has received full and final payment of all Guaranteed Obligations and all other amounts payable hereunder.

ARTICLE 3 PROTECTION OF THE SECURED PARTY

3.1 Defects in Creation of Guaranteed Obligations

The Secured Party shall not be concerned to see or enquire into the capacity and powers of the Borrower or the Guarantors, or their directors, officers, employees or agents acting or purporting to act on their behalf. All obligations, liabilities and indebtedness purporting to be incurred by the Borrower and the Guarantors in favour of the Secured Party shall be deemed to form part of the Guaranteed Obligations

even though the Borrower and any of the Guarantors may not be a legal entity or the incurring of such obligations, liabilities or indebtedness was irregularly, fraudulently, defectively or informally effected or in excess of the capacity or powers of the Borrower or the Guarantors, or their directors, officers, employees or agents.

3.2 Liability Absolute

This Guarantee shall be a continuing guarantee and the liability of the Guarantor hereunder shall be absolute, unconditional and irrevocable and shall not be discharged, diminished or in any way affected by:

- (a) any amalgamation, merger, consolidation or reorganization of the Borrower or the Guarantors or any continuation of the Borrower or the Guarantors from the statute under which it now or hereafter exists to another statute whether under the laws of the same jurisdiction or another jurisdiction;
- (b) any change in the name, business, objects, capital structure, ownership, constituting documents, by-laws or resolutions of the Borrower or the Guarantors, including without limitation any transaction (whether by way of transfer, sale or otherwise) whereby all or any part of the undertaking, property and assets of the Borrower or the Guarantors becomes the property of any other Person;
- (c) any lack of validity, enforceability or value of any Loan Document or any agreement or instrument relating to any Loan Document or to any Security therefor;
- (d) any change in the time, manner or place of payment of, or in any other term of any Loan Document or any amendment or waiver thereof, or any consent to departure from any Loan Document;
- (e) any taking, exchange, release or non-perfection of any Security, or any release or amendment or waiver of or consent to departure from any credit support or other guarantee for any Loan Document;
- (f) subject to any Requirement of Law, any manner of application of any Security or proceeds of realization thereof, or any manner of sale or other disposition of any collateral or any other assets of the Borrower or the Guarantors;
- (g) any amendment or modification of or supplement to or other change in any Loan Document or any other agreement or instrument;
- (h) any failure, omission or delay on the part of any Person to conform or comply with any term of any Loan Document or any other agreement or instrument;
- (i) to the extent as may be waived under Applicable Laws, the benefit of all principles or provisions of law, statutory or otherwise, which may be in conflict with the terms hereof;
- (j) any Proceedings of or affecting the Borrower, the Guarantors or any other Person and any court orders made or action taken by the Borrower, the Guarantors or any other Person under or in connection with those Proceedings, whether or not those Proceedings or orders or that action results in any of the matters described in this Article 3 occurring with or without the consent of the Secured Party;
- (k) any defence, counterclaim or right of set-off available to the Borrower with respect to the Guaranteed Obligations arising from any event or circumstance set forth or contemplated in this Article 3;

- (l) the fact that the Borrower ceases to be liable for any reason whatsoever to the Secured Party in respect of all or any part of the Guaranteed Obligations for any reason arising from or relating to any event or circumstance set forth or contemplated in this Article 3 or the fact that a court determines that the liability of the Borrower to the Secured Party in respect of all or any part of the Guaranteed Obligations has been satisfied or is deemed to have been satisfied (otherwise than pursuant to the express terms of any Loan Document or the actual payment of those Guaranteed Obligations);
- (m) any termination by or release of any Guarantor or Persons, other than the Guarantor, in whole or in part of any of the Guaranteed Obligations; or
- (n) any other circumstance which might otherwise constitute in whole or in part a defence available to, or a discharge of, the Guarantor, the Borrower or any other Person in respect of the Guaranteed Obligations or the liability of the Guarantor other than the actual payment or performance thereof.

Without limiting the generality of the foregoing, the Guarantor agrees that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Borrower or the Guarantors shall default under or fail to comply with the terms of any Loan Document and that notwithstanding the recovery hereunder for or in respect of any given default or failure to so comply by the Borrower or the Guarantors under any Loan Document, this Guarantee shall remain in force and effect and shall apply to each and every subsequent default. If (i) an event permitting the exercise of remedies under any Loan Document shall at any time have occurred and be continuing beyond any applicable cure period and (ii) such exercise, or any consequences thereof provided in such Loan Document shall at any time be prevented by reason of the pendency against the Borrower or the Guarantors of a Proceeding, the Guarantor agrees that, solely for purposes of this Guarantee and its obligations hereunder, the Loan Document shall be deemed to have been declared in default and all amounts thereunder shall be deemed to be due and payable, with all the attendant consequences as provided for in such agreement as if declaration of default and the consequence thereof had been accomplished in accordance with the terms thereof, and the Guarantor shall forthwith pay and perform the Guaranteed Obligations.

3.3 Dealings by the Secured Party

The Secured Party may from time to time in its absolute discretion, without discharging, diminishing or in any way affecting the liability of the Guarantor hereunder:

- (a) permit any increase or decrease, however significant, of the Guaranteed Obligations or otherwise supplement, amend, restate or substitute, in whole or in part, however significant, the Guaranteed Obligations, any Loan Document or any other agreement relating to any of the foregoing or demand payment of all or any Guaranteed Obligations;
- (b) enforce or take action under or abstain from enforcing or taking action under any Loan Document or any other guarantee of the Guaranteed Obligations;
- (c) receive, give up, subordinate, release or discharge any Security; supplement, amend, restate, substitute, renew, abstain from renewing, perfect or abstain from perfecting or maintaining the perfection of any Security; enforce, take action under or realize in any manner or abstain from enforcing, taking action under or realizing any Security; deal with or abstain from dealing with all or any part of the undertaking, property and assets covered by any Security; or allow or abstain from allowing the Borrower or other Persons to deal with all or any part of such undertaking, property and assets;

- (d) renew all or any part of the Guaranteed Obligations or grant extensions of time or any other indulgences to the Borrower or to any other guarantor or other Person liable directly or indirectly or as surety for all or any part of the Guaranteed Obligations;
- (e) accept or make any compositions or arrangements with or release, discharge or otherwise deal with or abstain from dealing with the Borrower or any other guarantor or other Person liable directly or indirectly or as surety for all or any part of the Guaranteed Obligations;
- (f) in whole or in part prove or abstain from proving a claim of the Secured Party in any Proceedings of or affecting the Borrower or any other Person; and
- (g) agree with the Borrower, any other guarantor or any other Person to do anything described in Subsections (a) to (f) above;

whether or not any of the matters described in Subsections (a) to (g) above occur alone or in connection with one or more other such matters. No loss of or in respect of any Security for the Guaranteed Obligations or any part thereof, whether occasioned through the fault of the Secured Party or otherwise, shall discharge, diminish or in any way affect the liability of the Guarantor hereunder.

3.4 Waiver of Notice

To the extent permitted by Applicable Laws, the Guarantor expressly waives any right to receive notice of the existence or creation of all or any of the Guaranteed Obligations and presentment, demand, notice of dishonour, protest, notice of any of the events or circumstances described in Sections 3.1, 3.2 or 3.3 and all other notices whatsoever in respect of the Guaranteed Obligations. The Guarantor hereby acknowledges the terms of the Loan Documents and of all the provisions therein contained and consents to and approves the same.

3.5 Acknowledgment

The Guarantor acknowledges that it has received and will receive substantial direct and indirect benefits from the entering into of the Loan Documents by the Borrower and the arrangements contemplated therein and this Guarantee is made knowingly in contemplation of such benefits.

ARTICLE 4 AGREEMENTS, REPRESENTATIONS AND WARRANTIES OF GUARANTOR

4.1 Representations and Warranties

The Guarantor represents and warrants to the Secured Party as follows:

- (a) **Organization and Qualification.** The Guarantor is a corporation, duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with full right, power and authority under its corporate charter and, if applicable, by-laws and under the laws of the jurisdiction of its incorporation to enter into this Guarantee and to perform its obligations hereunder;
- (b) **Authorization and Enforceability.** The Guarantor has taken all necessary corporate action to enter into and perform its obligations contained in and contemplated by this Guarantee. This Guarantee has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms;

- (c) **No Conflict.** Neither the execution and delivery of this Guarantee nor compliance with any of the terms and provisions hereof (i) contravenes any Requirement of Law applicable to the Guarantor or any of its respective properties or other assets, (ii) conflicts with, breaches or contravenes the provisions of the corporate charter or, if applicable, by-laws of the Guarantor or conflicts with, breaches, contravenes or constitutes a default under any Contractual Obligation of the Guarantor or (iii) results in the creation or imposition of any mortgage, charge, assignment, lien, security interest or other encumbrance upon any of the property or assets of the Guarantor;
- (d) **Governmental Consent.** No Governmental Consent is required to authorize, or is required in connection with the execution, delivery and performance of this Guarantee or the taking of any action by the Guarantor hereby contemplated, except any that have been obtained;
- (e) **Litigation.** Other than as disclosed in writing to the Secured Party, there are no actions, suits or proceedings at law or in equity by or before any Governmental Authority now pending or, to the best of the Guarantor's knowledge, threatened against or affecting the Guarantor or any of its properties or rights which would reasonably be expected to have a material adverse effect on the right or ability of the Guarantor to fulfill its obligations hereunder, or which questions the validity, binding effect or enforceability of this Guarantee or any action taken or to be taken by the Guarantor pursuant hereto or in connection with the transactions contemplated hereby; and
- (f) **No Default or Amendment.** Neither the Guarantor nor, to the best knowledge of the Guarantor, the Borrower or any Guarantor is in default of their respective obligations under this Guarantee or any Loan Document, respectively, and, to the best knowledge of the Guarantor, no event or condition has occurred or exists which with the lapse of time or the giving of notice would constitute a default of any of the Guarantor's obligations under this Guarantee or of the Borrower's or Guarantor's obligations under any Loan Document.

ARTICLE 5 MISCELLANEOUS

5.1 Expenses; Indemnity

The Guarantor shall pay on demand all reasonable out of pocket costs and expenses of the Secured Party (including, without limitation, the reasonable fees and expenses of counsel for the Secured Party) reasonably incurred in connection with the preparation and any enforcement of this Guarantee. The Guarantor shall indemnify and save the Secured Party harmless from and against any and all other losses, costs and expenses (which shall not include loss of profit or consequential damages, other than interest and fees on the amounts of credit advanced by the Secured Party to the Borrower, at the rate or rates applicable thereto in the Credit Facility Agreement) which may arise by virtue of any of the Guaranteed Obligations not being paid or performed in a punctual manner or any Loan Document or any other agreement relating to any of the foregoing being or becoming for any reason whatsoever in whole or in part void, voidable, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable by the Secured Party in accordance with its terms, or released, compromised or discharged by operation of any Requirement of Law or otherwise.

5.2 Amendment; Waiver

No amendment of this Guarantee shall be binding unless executed in writing by the Secured Party and the Guarantor. No waiver of any provision of this Guarantee shall be effective unless given in writing by the Secured Party and no such waiver shall constitute a waiver of any other provision nor shall any waiver of any provision of this Guarantee constitute a continuing waiver unless otherwise expressly provided. No delay on the part of the Secured Party in the exercise of any right, power or remedy

hereunder or otherwise shall operate as a waiver thereof, and no single or partial exercise by the Secured Party of any right, power or remedy shall preclude other or further exercise thereof or the exercise of any other right, power or remedy. No action of the Secured Party permitted hereunder shall in any way impair or affect its rights, powers or remedies under this Guarantee.

5.3 Additional Security

This Guarantee shall be in addition to, and shall not be in any way prejudiced by nor shall this Guarantee prejudice (i) any other Security now or hereafter held by the Secured Party, and (ii) the endorsement by the Guarantor of any notes or other documents, and the rights of the Secured Party under this Guarantee shall not be merged in any such other Security or endorsement or any judgment obtained by the Secured Party on the Guaranteed Obligations or the Security.

5.4 Successors and Assigns; Assignment

This Guarantee shall be binding upon the Guarantor and its successors and permitted assigns, and enure to the benefit of the Secured Party and its successors and assigns. The Guarantor shall not assign any rights or obligations with respect to this Guarantee without the prior written consent of the Secured Party which consent may be unreasonably withheld.

5.5 Communication

Any demand, notice or other communication required or permitted to be given to any party hereunder shall be in writing and shall be given to that party by hand-delivery or e-mail and shall be deemed to have been received by that party at the time it is delivered to the applicable address or sent to the applicable e-mail address noted below, in either case to the attention of the individual designated below. Notice of change of address shall also be governed by this section. Demands, notices and other communications shall be addressed as follows:

- (a) If to the Secured Party, to:

Avonlea-Drewry Holdings Inc.
P.O. Box 8 Caledon East
Caledon, ON L7C 3L8

Attention: David Dozzo, Director
E-mail: ddozzo@capforminc.com

- (b) If to the Guarantor, to:

The Clinic Network Canada Inc.
10 Four Seasons Place, Suite 510B
Etobicoke, ON M9B 6H7

Attention: Wayne Cockburn, President
E-mail: wayne@theclinicnetwork.ca

5.6 Taxes

If any payment made by the Guarantor to the Secured Party becomes subject to any withholding or deduction with respect to taxes, the Guarantor shall also duly and punctually pay to the Secured Party such additional amount as may be necessary to ensure that the Secured Party receives an amount, after taking into account all applicable taxes, equal to the amount which would have been received by the Secured Party had such payment not been made subject to any withholding or deduction. In any such

circumstance, the Guarantor shall also promptly remit to the Secured Party the relevant official receipts or other evidence satisfactory to the Secured Party, acting reasonably, evidencing payment to the appropriate taxing authority of each such tax by the Guarantor on behalf of the Secured Party. If, following the payment of such tax by the Guarantor to the appropriate taxing authority, the Secured Party is granted a credit against any taxes payable by it or a refund of taxes paid by it as a result of the payment of such tax by the Guarantor, the Secured Party shall, at the time of utilization of that credit or refund, credit the Guarantor with the amount of that credit or refund, provided the Secured Party, in its sole judgement, is satisfied that:

- (a) the retention by it of that credit will not be prejudiced thereby; and
- (b) the net financial result to the Secured Party of crediting the Guarantor with the amount of such credit or refund is no less favourable to the Secured Party than that which would have occurred under the provisions of this Guarantee had there been no obligation on the Guarantor to pay such tax to the appropriate taxing authority.

In the event the Guarantor is entitled to be credited with all or any portion of such credit or refund utilized by the Secured Party, the Secured Party shall deliver to the Guarantor a certificate prepared by it in good faith and signed by one of its officers setting forth the amount to be so credited to the Guarantor and the method of calculation thereof and such certificate shall be prima facie evidence, in the absence of manifest error, of the amount to be so credited to the Guarantor. "Taxes" as used herein includes, but is not limited to, any applicable withholding taxes, value added taxes, imports and duties but excludes income taxes.

The Secured Party shall, at the Guarantor's request and cost, file such documentation and do such commercially reasonable things as is necessary to obtain such credit or refund, but the Secured Party shall not be obligated to disclose any information to the Guarantor or any other Person concerning its income or taxes that is not otherwise publicly available.

5.7 General

- (a) **References.** As used herein, "hereto", "herein", "hereof", "hereby", "hereunder" and any similar expressions refer to this Guarantee, and not to any particular Article, Section or other portion hereof. Whenever in this Guarantee a particular Article, Section or other portion thereof is referred to, such reference pertains to the Article, Section or portion thereof contained herein unless otherwise indicated. In this Guarantee, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. The inclusion of headings herein is for convenience of reference only and shall not affect the construction or interpretation hereof.
- (b) **Invalidity of Provisions.** Each of the provisions contained in this Guarantee is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.
- (c) **Entire Agreement.** This Guarantee, together with the other Loan Documents, constitutes the entire agreement between the parties pertaining to the subject matter of this Guarantee. There are no warranties, representations or agreements between the parties in connection with such subject matter except as specifically set forth or referred to in this Guarantee and the other Loan Documents.
- (d) **Governing Law, Attornment.** This Guarantee shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable

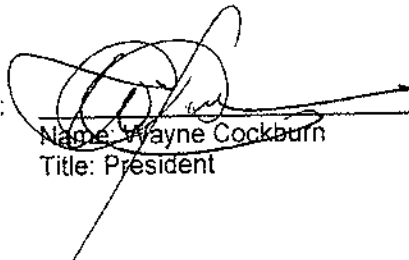
therein and the Guarantor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

- (e) Copy Received. The Guarantor acknowledges receipt of a copy of this Guarantee.
- (f) Time of Essence. Time shall be of the essence.

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IN WITNESS WHEREOF The Clinic Network Canada Inc. has executed this Guarantee effective as of the day and year first above written.

THE CLINIC NETWORK CANADA INC.

Per: 
Name: Wayne Cockburn
Title: President

SCHEDULE "A" TO GUARANTEE

"**Applicable Laws**" means, in relation to any Person, transaction or event:

- i. all applicable common law and the laws of equity, and all applicable provisions of laws, statutes, rules, guidelines, policies and regulations of any Governmental Authority in effect from time to time; and
- ii. all judgments, orders, awards, decrees, official directives, writs and injunctions from time to time of any Governmental Authority in an action, proceeding or matter in which the Person is a party or by which it or its property is bound or having application to the transaction or event.

"**Business Day**" means a day of the year, other than a Saturday or Sunday, on which banking institutions located in Toronto, Ontario are open for business.

"**Contractual Obligation**" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"**Credit Facility Agreement**" means the credit facility agreement dated as of March 1, 2019, entered into among the Secured Party, as lender, the Borrower, as borrower, and the Guarantor and pursuant to which the Secured Party made certain credit facilities available to the Borrower, as such agreement may be supplemented, amended, replaced or restated from time to time.

"**Governmental Authority**" means

- (a) any government, parliament or legislature, any regulatory or administrative authority, agency, commission or board and any other statute, rule or regulation making entity having jurisdiction in the relevant circumstances,
- (b) any Person acting within and under the authority of any of the foregoing or under a statute, rule or regulation thereof, and
- (c) any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances.

"**Governmental Consents**" means all authorizations, registrations, consents, approvals, licences, exemptions, publications, filings, notices to and declarations of or with any Governmental Authority including, without limitation, related to any environmental law or environmental matter, that are required for the execution, delivery or performance of this Guarantee or the taking of any action by the Guarantor contemplated under this Guarantee.

"**Guarantee**" means this guarantee, as amended, supplemented or restated from time to time.

"**Guaranteed Obligations**" means all of the obligations, liabilities and indebtedness of the Borrower and the Guarantor to the Secured Party, whether present or future, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever nature or kind, in any currency, including without limitation all present and future indebtedness, liabilities and obligations of the Borrower and the Guarantor to the Secured Party owing under, out of, in connection with or in respect of the Credit Facility Agreement and the other Loan Documents to which the Borrower is a Party.

"**Loan Documents**" has the meaning ascribed thereto in the Credit Facility Agreement.

"Person" means any individual, sole proprietorship, corporation, company, partnership, unincorporated association, association, institution, entity, party, trust, joint venture, estate or other judicial entity or any governmental body.

"Proceedings" means any voluntary or involuntary receivership, insolvency, proposal, bankruptcy, compromise, arrangement, reorganization, winding-up, dissolution or other similar proceedings, whether or not any of the foregoing is judicial in nature.

"Requirement of Law" means, as to any Person, any law, treaty, regulation, ordinance, decree, judgment, order or similar requirement made or issued under sovereign or statutory authority and applicable to or binding upon that Person, or to which that Person or any of its property is subject.

"Security" means any mortgage, charge, assignment, lien, pledge, security interest or other encumbrance, any guarantee, and any other arrangement designed to secure the payment or performance of any obligation, liability or indebtedness held by or in favour of the Secured Party, whether obtained from the Borrower or the Guarantor and whether obtained before, at the time of or after the execution and delivery of this Guarantee.

This is Exhibit 6 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.

Jennifer Marie Woods

A Notary Public in and for the State of Texas



GENERAL SECURITY AGREEMENT

A. OBLIGATIONS SECURED

1. The undersigned **CURA-CAN HEALTH CORP.** (hereinafter called the "Debtor") hereby enters into this general security agreement (this "Security Agreement") with **AVONLEA-DREWRY HOLDINGS INC.** (hereinafter called the "Secured Party") on the 1st day of March, 2019 for valuable consideration and as security for the payment of all present and future indebtedness of the Debtor, to the Secured Party and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, joint or several, of the Debtor and The Clinic Network Canada Inc. ("Subsidiary") to the Secured Party whether as principal or surety, including, without limiting the generality of the foregoing, pursuant to: (i) the Credit Facility Agreement dated the date hereof, by and between, inter alia, the Debtor, the Secured Party and the Subsidiary, as amended from time to time (the "Credit Facility Agreement"); (ii) a secured convertible grid promissory note issued on the date hereof to the Secured Party by the Debtor in accordance with the Credit Facility Agreement, as amended from time to time (the "Promissory Note"); (iii) a grid demand promissory note issued on the date hereof to the Debtor by the Subsidiary in accordance with the Credit Facility Agreement, as amended from time to time (the "Subsidiary Promissory Note", and together with the Promissory Note, the "Promissory Notes") and (iv) the guarantee issued on the date hereof to the Secured Party by the Subsidiary (the "Debtor Guarantee") (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). Insofar as it affects personal property located in Ontario, this Security Agreement is governed by the *Personal Property Security Act* (Ontario) (the "Act").

B. GRANT OF MORTGAGES, CHARGES AND SECURITY INTERESTS

2. The Debtor hereby:
 - (a) mortgages and charges to and in favour of the Secured Party as and by way of a fixed and specific mortgage and charge, and grants to the Secured Party a security interest in, all its present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, vehicles, tools and furniture now or hereafter owned or acquired;
 - (b) mortgages and charges to the Secured Party and grants to the Secured Party a security interest in all its present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) assigns, transfers and sets over to the Secured Party by way of collateral security, and grants to the Secured Party a security interest in, all its present and future accounts and intangibles, including, without limiting the generality of the foregoing, all its present and future book debts, accounts and other amounts receivable, contract rights and choses in action of every kind or nature including insurance rights arising from or out of the assets referred to in Sections 2(a) and 2(b) hereof, goodwill, chattel paper, instruments of title, investments, money and securities;
 - (d) assigns, transfers and conveys to the Secured Party by way of collateral security, and grants to the Secured Party a security interest in, all its present and future intellectual property (hereinafter referred to as the "Intellectual Property Collateral") (whether registered or unregistered) comprising without limitation all formulations, computer programs, application software, hardware/software maintenance support agreements and all documentation related thereto, licenses of software, copyrights, patents and inventions, trade-marks, trade names, business names, trade styles and other business identifiers,

industrial designs, integrated circuit topographies, trade secrets and other confidential information and all know-how obtained, developed or used by the Debtor or contemplated at any time for use by the Debtor;

- (e) charges in favour of the Secured Party as and by way of a floating charge, and grants to the Secured Party a security interest in, its business and undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage, charge or security interest by Sections 2(a), 2(b), 2(c) and 2(d) hereof and the exceptions hereinafter contained);
- (f) assigns, mortgages and charges in favour of the Secured Party and grants to the Secured Party a security interest in the proceeds arising from any of the assets referred to in this Section 2; and
- (g) assigns, mortgages and charges in favour of the Secured Party and grants to the Secured Party a security interest in all additions to and replacements of the assets referred to in this Section 2.

For the purposes of this Security Agreement, the equipment, inventory, intangibles, Intellectual Property Collateral, undertaking, proceeds and all other property and assets of the Debtor referred to in this Section 2 are hereinafter collectively called the "Collateral".

C. LOCATION OF COLLATERAL

3. The Debtor hereby represents and warrants to the Secured Party that its registered office and all Collateral material to the Debtor (including, without limitation, all of the Intellectual Property Collateral whatsoever) is presently at the following locations:

Cura-Can Health Corp.
10 Four Seasons Place, Suite 510B
Etobicoke, ON M9B 6H7

Attention: Michael Steele, Chief Executive Officer
E-mail: steeleconsult@aol.com

4. Except as set forth in the Credit Facility Agreement, the Collateral now situate in the Province of Ontario is on the date hereof primarily situate or located at the location set out in Section 3 hereof but may, with prior written notice to the Secured Party, from time to time be located at other premises of the Debtor or (in the case of the Collateral described in Section 2(b) above) any third party manufacturing or inventory storage facility in the Province of Ontario or in Canada. Such Collateral may also be located at other places in Ontario or in Canada while in transit to and from such locations and premises and such Collateral may from time to time be situate or located at any other places in Ontario when on lease or consignment to any lessee or consignee from the Debtor.
5. Debtor further represents and warrants to the Secured Party, and so long as this Security Agreement remains in effect, shall be deemed to continuously represent and warrant to the Secured Party that:
- (a) it is a corporation incorporated and organized and validly existing under the laws of the jurisdiction of its incorporation; it has the corporate power to own or lease its property and to carry on the business conducted by it; it is qualified as a corporation to carry on the business conducted by it and to own or lease its property in each jurisdiction where the failure to be so qualified would have a material adverse effect on the Debtor; and the execution, delivery and performance of this Security Agreement by the Debtor are within its

corporate powers and have been duly authorized by all necessary corporate action of the Debtor; and

- (b) the execution, delivery and performance of the Obligations and the creation of the security interest or assignment hereunder of the Debtor's rights in the Collateral to the Secured Party will not conflict with or constitute a breach of the Debtor's Articles of Incorporation, as amended to date, or by-laws, nor will they result in a breach of or an event of default under any agreement to which the Debtor is party or by which it is bound.

6. Debtor further represents and warrants to the Secured Party that on the date hereof:

- (a) it has rights in the Collateral and other than Permitted Encumbrances (as defined in the Credit Facility Agreement), the Collateral is genuine and owned by the Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements of which the Debtor is aware, encumbrances or other adverse claims or interests, and subject to the fact that certain of the licenses and leases included in the Collateral may not be assignable or transferable, or may require consent to assignment or transfer, or may contain other restrictions on assignability or transferability;
- (b) it has not granted any licenses in or of its Intellectual Property Collateral, other than in the ordinary course of its business; and
- (c) each of the licenses granted in or of its Intellectual Property Collateral is non-exclusive.

D. LIMITED EXCEPTIONS TO GRANT OF CHARGE

7. The last day of any term reserved by any lease, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, and whether falling within the general or particular description of the Collateral, is hereby and shall be excepted out of the mortgages, charges and security interests hereby or by any other instrument created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term shall direct.

E. AGREEMENTS OF THE DEBTOR

8. The Debtor and the Secured Party agree that they have not agreed to postpone the time for attachment of the security interests granted hereby with respect to the Debtor's presently existing Collateral and that such security interests shall attach to the Collateral acquired after the date hereof as soon as the Debtor has rights in such Collateral.

9. The Debtor agrees with the Secured Party that, until the Obligations have been satisfied or paid in full:

- (a) it will not, without the prior written consent of the Secured Party:
 - (i) other than in accordance with the Credit Facility Agreement, in relation to the Collateral incur or create any further or additional indebtedness except such normal indebtedness as may be incidental to the ordinary course of its business and as would not have a material adverse effect on Debtor, its ability to pay the Obligations or the interests of the Secured Party hereunder;
 - (ii) create, issue, transfer, or assign any new securities of the Debtor, whether debt or equity, or permit the transfer of any previously issued securities of the Debtor, without the prior written consent of the Secured Party;

- (iii) create, incur or permit to exist any lien, security interest, pledge, mortgage, deed of trust, levy, attachment, claim or other charge or encumbrance, other than Permitted Encumbrances, on or to any of the Collateral except for purchase-money security interests in the ordinary course of business and as would not have a material adverse effect on Debtor, its ability to pay the Obligations or the interests of the Secured Party hereunder;
 - (iv) sell, transfer, assign, lease, license or otherwise dispose of the Collateral, or any interest therein, or attempt, offer or contract to do so, other than in the ordinary course of the Debtor's business and as would not have a material adverse effect on Debtor, its ability to pay the Obligations or the interests of the Secured Party hereunder;
 - (v) release, surrender or abandon possession of any material part of the Collateral;
 - (vi) move or transfer any material part of the Collateral from the Province of Ontario without prior written notice to the Secured Party;
 - (vii) change its name without receiving written consent of the Secured Party; or
 - (viii) create, incur or permit to exist any lien, security interest, pledge, mortgage, deed of trust, levy, attachment, claim or other charge or encumbrance on or to any of the equipment, inventory, intangibles, undertaking, proceeds and all other property and assets of any of the Debtor's subsidiaries;
- (b) unless otherwise agreed by, or stipulated pursuant to, the prior written consent or direction, as applicable, of the Secured Party, it will:
- (i) hold the proceeds received from any direct or indirect dealing with the Collateral in trust for the Secured Party after either the security interests granted in this Security Agreement become enforceable or any of the Collateral is sold other than in the ordinary course of business of the Debtor and for the purpose of carrying on such business;
 - (ii) insure and keep insured all of the Collateral against loss or damage by fire and other insurable hazards for which such Collateral is commonly insured against in the Province of Ontario to the full insurable value thereof and, in addition, obtain and maintain such other insurance as the Secured Party may require including, without limitation, business interruption insurance and environmental liability insurance; the Debtor shall pay when due all premiums and other amounts payable for maintaining such insurance; the Debtor shall cause the insurance proceeds thereunder to be payable in case of loss to the Secured Party as mortgagee and loss payee and shall, if required, give to the Secured Party evidence of the payment of premiums and the assignment of such insurance to the Secured Party; should the Debtor fail to pay any premiums when due then the Secured Party may do so and the cost of such premiums shall be added to the Obligations and shall be secured by the security interests granted herein; the policy or policies of insurance required by this paragraph shall show the Secured Party as mortgagee and loss payee and shall contain a mortgage clause in form satisfactory to the Secured Party; all such policies of insurance shall neither permit nor provide for any amount of co-insurance by the Debtor;
 - (iii) keep the then existing Collateral in good condition and repair according to the nature and description thereof, and to not use the Collateral in violation of the provisions of this Security Agreement or any other agreement of the Debtor relating to the Collateral or any policy issued to the Debtor insuring the Collateral

or any applicable statute, law, by-law, rule, regulation or ordinance, and the Secured Party may, whenever it deems necessary, either in person or by agent, enter upon the Debtor's property and inspect the Collateral and the reasonable cost of such inspection shall be payable on demand and added to the Obligations and the Secured Party may make repairs as it deems necessary, and the cost thereof shall be payable on demand and added to the Obligations;

- (iv) set up and maintain accounting systems and books of account in accordance with generally accepted accounting principles and furnish to the Secured Party:
 - A. annually, within 120 days of the end of each year, its consolidated financial statements, including without limitation, a balance sheet, a statement of operations and a statement of cash flows, all reported upon by the Debtor's auditors or accountants, as the case may be; and
 - B. at any time upon request by the Secured Party all such other information concerning the Debtor's affairs and business as the Secured Party may reasonably require;
- (v) strictly comply with every covenant and undertaking heretofore or hereafter given by it to the Secured Party;
- (vi) strictly comply with valid requirements of any governmental authority pertaining to the operation by the Debtor of its business;
- (vii) permit the Secured Party at any time and from time to time, after the security granted pursuant to this Security Agreement shall have become enforceable, to require any account debtor of the Debtor to make payment to the Secured Party of any or all amounts owing by the account debtor to the Debtor and the Secured Party may take control of any proceeds referred to in Section 2(f) hereof and may hold all amounts received from any account debtor and any proceeds as cash collateral as part of the Collateral and as security for the Obligations;
- (viii) pay or cause to be paid all taxes, rates and other impositions whatsoever already charged or hereafter to be charged by any authority on any of the Collateral as and when they shall generally fall due and, upon the request of the Secured Party, deliver to the Secured Party evidence of such payments;
- (ix) comply with all applicable laws, regulations and orders, including, without limitation, all public and employee health and safety provisions and all applicable federal, provincial, state or municipal environmental laws and all regulations or requirements thereunder relating in any way to the environment or the release of any substance into the environment;
- (x) defend the Collateral against the claims and demand of all other parties claiming the same or an interest therein and take all reasonable actions to keep the Collateral free from all encumbrances, other than Permitted Encumbrances;
- (xi) notify the Secured Party promptly of:
 - A. any material change in the information contained herein relating to the Debtor, including without limitation any change in the Debtor's registered office address, the Debtor's business or the Collateral;
 - B. the details of any significant acquisition or disposition of Collateral;

- C. the details of any material complaints, violations, claims or litigation affecting the Debtor or the Collateral;
 - D. any material loss or damage to the Collateral;
 - E. any default by the Debtor in payment or performance of its Obligations with respect to the Collateral; and
 - F. the return to or repossession by the Debtor of the Collateral;
- (xii) do, execute, acknowledge and deliver such further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may from time to time be reasonably requested by the Secured Party of or with respect to the Collateral in order to give effect to this Security Agreement and to pay all costs and expenses (including reasonable legal fees) of the Secured Party incurred with respect to searches and filings in connection therewith and with respect to the preparation, execution and filing of this Security Agreement and keeping the security interest granted hereunder perfected;
- (xiii) pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Collateral as and when the same may become due and payable;
- (xiv) prevent the Collateral from being or becoming an accession to other property not covered by this Security Agreement;
- (xv) carry on and conduct the business of the Debtor so as to protect and preserve the Collateral and to keep, in accordance with Canadian generally accepted accounting principles, consistently applied, financial statements supported by the books of account for the Debtors' business as well as accurate and complete records concerning the Collateral;
- (xvi) make available to the Secured Party from time to time promptly upon the request of the Secured Party true and complete copies of:
- A. any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral,
 - B. all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same,
 - C. all financial statements prepared by or for Debtor regarding Debtor's business,
 - D. all policies and certificates of insurance relating to the Collateral, and
 - E. such information concerning Collateral, Debtor and Debtor's business and affairs as the Secured Party may reasonably request;
- (xvii) observe and perform all its obligations under all material leases, licences, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances;

- (xviii) maintain its corporate existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets; and
 - (xix) subject to the transportation and location of equipment outside of Ontario in the ordinary course of business, prior to the removal of any of the Collateral from the province in which it is or they are situated at the date of this Security Agreement or to leasehold property, effect such further registrations and obtain such other consents and give such other security as may be required or desirable to protect or preserve the security hereby created, and the Debtor shall forthwith notify the Secured Party of the intended removal and the action proposed to be taken.
10. The Debtor hereby agrees that it will at all times, both before and after default, do or cause to be done such additional things and execute and deliver or cause to be executed and delivered all such further acts and documents as the Secured Party may reasonably require for the better mortgaging, charging, transferring, assigning, confirming and granting of security interests in the present or future Collateral to the Secured Party.
11. Subject to compliance with the Debtor's covenants contained herein, the Debtor may, until the security granted pursuant to this Security Agreement shall have become enforceable, possess, operate, collect, use and enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Secured Party shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may reasonably request in connection therewith and for such purpose to grant to the Secured Party or its agents access to all places where Collateral may be located and to all premises occupied by the Debtor.

F. DEFAULT

12. The Obligations shall, at the option of the Secured Party, become payable and the security granted pursuant to this Security Agreement shall become enforceable in each and every of the events following (each, an "Event of Default"):
- (a) if the Debtor or the Subsidiary defaults in the observance or performance of any agreement or undertaking given by the Debtor or the Subsidiary to the Secured Party in the Credit Facility Agreement, the Debtor Guarantee, the Subsidiary Security Agreement (as such term is defined in the Credit Facility Agreement), the Pledge (as such term is defined in the Credit Facility Agreement), the Promissory Notes or this Security Agreement, other than as contemplated in Section 12(b) below;
 - (b) if the Debtor defaults in payment of any of the Obligations of the Debtor to the Secured Party when due;
 - (c) if the Debtor or the Subsidiary ceases or threatens to cease to carry on business or if the Debtor or Subsidiary commits or threatens to commit any act of bankruptcy or if the Debtor or Subsidiary becomes insolvent or makes an assignment or proposal in bankruptcy or makes a bulk sale of its assets or if a bankruptcy petition is filed or presented against the Debtor or the Subsidiary;
 - (d) the transfer or disposition of any of the Collateral, other than in the regular course of business, by the Debtor, except as expressly permitted by this Security Agreement;

- (e) if the Debtor or the Subsidiary shall seek relief or consents to the filing of a petition against it under any law which involves any compromise of any secured creditor's rights against the Debtor or the Subsidiary;
- (f) if an execution or any other process of any court becomes enforceable against the Debtor or the Subsidiary or if a distress or analogous process is levied upon the property of the Debtor or the Subsidiary or any part thereof, provided such execution, court process, distress or analogous process is in response to an award or award(s) against the Debtor or the Subsidiary which in the aggregate exceed CDN\$25,000;
- (g) if the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the Collateral with equal priority to or senior to the charge created by this Security Agreement to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same;
- (h) if any material licences, permits or approvals required by any law, regulation or governmental policy or any governmental agency or commission for the operation by the Debtor or the Subsidiary of its business shall be withdrawn or cancelled;
- (i) if any representation or warranty in the Credit Facility Agreement, the Debtor Guarantee, the Subsidiary Security Agreement, the Promissory Notes, the Pledge or this Security Agreement made by the Debtor or the Subsidiary or any of their respective associates, affiliates, officers, employees or agents to the Secured Party shall be false or inaccurate in any material respect;
- (j) if the Debtor or the Subsidiary is dissolved or the Debtor's or Subsidiary's existence is otherwise terminated or any action is taken by the Debtor to effect such termination or dissolution;
- (k) if any material portion of the Debtor's or Subsidiary's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity or if the Debtor or Subsidiary is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its affairs, or if a judgment or other claim becomes a lien or encumbrance upon any material portion of the Debtor's or Subsidiary's assets by any government agency;
- (l) if there is a material default or other failure to perform in any agreement to which the Debtor or the Subsidiary is a party or by which the Debtor or Subsidiary is bound resulting in a right by a third party or parties, whether or not exercised, to accelerate the maturity of any indebtedness;
- (m) if any material misrepresentation, misstatement or omission existed at the time made in any warranty or representation set forth herein, in the Credit Facility Agreement, the Debtor Guarantee, the Subsidiary Security Agreement, the Subsidiary Certificate, the Pledge or the Promissory Notes; or
- (n) if any event occurs which, in the reasonable opinion of the Secured Party, would have a material adverse effect on the ability of the Debtor or the Subsidiary to repay the Obligations when due, or any part thereof, or otherwise fulfil its or their obligations under the Credit Facility Agreement or Promissory Notes,

provided, that, notwithstanding the foregoing, the Obligations shall not become payable and the security granted pursuant to this Security Agreement shall not become enforceable by reason only of the occurrence of an Event of Default (if such Event of Default is an Event of Default other than

as a result of: (i) a failure to pay any Obligation of the Debtor to the Secured Party when due, as contemplated by paragraph (b) above, or (ii) if the Debtor ceases to carry on business or if the Debtor commits any act of bankruptcy or if the Debtor becomes insolvent or makes an assignment or proposal in bankruptcy or makes a bulk sale of its assets or if a bankruptcy petition is filed or presented against the Debtor as contemplated by paragraph (c) above), and such Event of Default is remedied within forty-five (45) days from the date the Debtor became aware of such Event of Default or should reasonably have become aware of such Event of Default, or does not otherwise continue for at least forty-five (45) business days from such date. The Debtor hereby covenants to advise the Secured Party in writing immediately upon the occurrence of an Event of Default.

13. This Security Agreement may be amended or modified, and any obligation, right or condition set forth herein may be waived, by an instrument in writing duly executed by the Debtor and the Secured Party.

G. REMEDIES OF THE SECURED PARTY

14. Whenever the security granted pursuant to this Security Agreement shall have become enforceable, and so long as it shall remain enforceable, the Secured Party may proceed to realize such security and to enforce its rights by, without limitation:

- (a) entry;
- (b) the appointment by instrument in writing of a receiver or receivers of the Collateral or any part thereof (which receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Secured Party or not and the Secured Party may remove any receiver or receivers so appointed and appoint another or others in his or their stead);
- (c) proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof;
- (d) preserving, protecting and maintaining the Collateral and making such replacements and repairs and additions to the Collateral as the Secured Party deems advisable;
- (e) disposing of all or part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that if any sale, lease or other disposition is on credit the Debtor will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies are actually received;
- (f) using, selling, assigning, leasing, licensing or sub-licensing any of the Collateral; or
- (g) any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity.

In addition, the Secured Party may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor.

Any receiver or receivers so appointed shall have power to:

- (i) take possession of, to protect, to preserve and to use the Collateral or any part thereof;

- (ii) carry on the business of the Debtor (including, but not limited to, the taking or defending of any actions or legal proceedings, and the doing or refraining from doing all other things as to the receiver may seem necessary or desirable in connection with the business, operations and affairs of the Debtor);
- (iii) borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor;
- (iv) further charge the Collateral in priority to the security interests of this Security Agreement as security for money so borrowed; and
- (v) sell, lease, license or sub-license (to the extent permitted by the applicable license in the case of intellectual property or technology licensed from a third party), or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the receiver shall determine.

The Secured Party shall not be responsible for any actions or errors of omission by the receiver or receivers in exercising any such powers.

In addition, the Secured Party may enter upon, use, occupy and possess the Collateral or any part thereof, free from all encumbrances, liens and charges, without hindrance, interruption or denial of the same by the Debtor or by any other person or persons save only a landlord pursuant to its rights of reversion under any lease of real property on expiry of its term, and may lease or sell the whole or any part or parts of the Collateral. Any sale hereunder may be made by public auction, by public tender or by private contract, with or without notice and with or without advertising and without any other formality (except as required by law), all of which are hereby waived by the Debtor. Such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Secured Party in its sole discretion may seem advantageous. Such sale may take place whether or not the Secured Party has taken possession of the Collateral.

The Debtor agrees to pay to the Secured Party forthwith on demand all expenses incurred by the Secured Party in the preparation, perfection, administration and enforcement of this Security Agreement (including without limitation expenses incurred in considering and protecting or improving the Secured Party's position, or attempting to do so, whether before or after default), all amounts borrowed by the receiver from the Secured Party as hereinbefore provided and all costs, charges, expenses and fees (including, without limiting the generality of the foregoing, the fees and expenses of any receiver and legal fees on a solicitor and client basis) of or incurred by the Secured Party and by any receiver or receivers or agent or agents appointed by the Secured Party in connection with the recovery or enforcing of payment of any moneys owing hereunder, whether by realization, by taking possession or otherwise. All such sums, together with interest thereon at the rate applicable to the Obligations, shall form part of the Obligations and shall be secured by the security interests granted herein.

No remedy for the realization of the security interests granted herein or for the enforcement of the rights of the Secured Party shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

15. Whenever the security granted pursuant to this Security Agreement shall have become enforceable, and so long as it shall remain enforceable, the Secured Party may proceed to realize such security and to enforce its rights by notifying all or any debtors of the security interest contemplated herein and may also direct such debtors to make all payments on the Collateral to the Secured Party. The Debtor acknowledges that any payments or other proceeds of the Collateral received by the Debtor from such debtors after notification of the security interest contemplated herein to such debtors shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party upon request.

16. Whenever the security granted pursuant to this Security Agreement shall have become enforceable, and so long as it shall remain enforceable, the Debtor will not request or receive any money or other proceeds constituting income or interest from or interest on the Collateral and if the Debtor receives any such money or proceeds without any request by it, the Debtor will pay the same promptly to the Secured Party. So long as the security granted pursuant to this Security Agreement has not become enforceable or does not remain enforceable, the Debtor reserves the right to receive any money or other proceeds constituting income from or interest on Collateral and if the Secured Party receives any such money or proceeds prior to default, the Secured Party shall either credit the same against the Obligations or pay the same promptly to Debtor.
17. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Secured Party may see fit, and the Secured Party shall at all times and from time to time have the right to change any appropriation as the Secured Party may see fit.

H. RIGHTS OF THE SECURED PARTY

18. The Secured Party may pay and satisfy the whole or any part of any liens, taxes, rates, charges or encumbrances now or hereafter existing in respect of any of the Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Obligations and shall be secured by the security interests granted herein. In the event of the Secured Party satisfying any such lien, charge or encumbrance, it shall be entitled to all the equities and securities of the person or persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.
19. The Debtor grants to the Secured Party the right to set off against any and all accounts, credits or balances maintained by it with the Secured Party, the aggregate amount of any of the Obligations.
20. The Secured Party, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Debtor and all other persons and securities as the Secured Party may see fit.
21. Nothing herein shall obligate the Secured Party to extend any credit to the Debtor.
22. The Secured Party may assign, transfer and deliver to any permitted transferee, any of the Obligations or any security or any documents or instruments held by the Secured Party in respect thereof provided that no such assignment, transfer or delivery shall release the Debtor from any of the Obligations; and thereafter the Secured Party shall be fully discharged from all responsibility with respect to the Obligations and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Secured Party under such security, documents or instruments but the Secured Party shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Debtor shall not assign any of its rights or obligations hereunder without the prior written consent of the Secured Party.

I. MISCELLANEOUS

23. No delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, whenever the security granted pursuant to this Security Agreement shall have become enforceable, and so long as it shall remain enforceable, the

Secured Party may remedy any default by Debtor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of the Secured Party granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

24. The security interest created hereby is intended to attach when this Security Agreement is executed by the Debtor and delivered to the Secured Party.
25. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
26. Upon payment by the Debtor, the Subsidiary, or their successors or permitted assigns, and the fulfillment of all the Obligations and provided that the Secured Party is then under no obligation (conditional or otherwise) to make any further loan or extend any other type of credit to the Debtor, or the Subsidiary, the Secured Party shall, upon request in writing by the Debtor, discharge this Security Agreement.
27. This Security Agreement shall be construed in accordance with and be governed by the laws of the Province of Ontario. For the purpose of legal proceedings, this Security Agreement shall be deemed to have been made in the said Province and to be performed therein and the courts of that Province shall have jurisdiction over all disputes which may arise under this Security Agreement. Each of the Debtor and the Secured Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts.
28. The headings in this Security Agreement are included for convenience of reference only, and shall not constitute a part of this Security Agreement for any other purpose.
29. This Security Agreement is in addition to and not in substitution for any other security now or hereafter held by the Secured Party.
30. This Security Agreement and all its provisions shall enure to the benefit of the Secured Party, its successors and assigns, and, subject to the final sentence of Section 22, shall be binding on the Debtor, its successors and permitted assigns.
31. Any demand, notice or other communication by the Secured Party in connection with this Security Agreement shall be in writing and may be made or given by personal delivery, by courier or by transmittal by fax or e-mail to the Debtor at the address set forth in Section 3 above, and shall be conclusively deemed to have been received by the Debtor on the day of actual delivery thereof, in the case of personal delivery, and, if made or given by courier, on the second (2nd) business day following the deposit thereof with the courier and, if made or given by fax or e-mail, on the day of transmittal thereof or if the day of transmittal is not a business day, the next business day following the date of transmittal thereof. Notwithstanding the foregoing, if the Act or any other statute requires a demand or notice to be given in a certain way or specifies the time at which the Debtor is deemed to have received a demand or notice then the Secured Party shall make the demand or notice in accordance with the particular statute and the demand or notice shall be deemed to have been received by the Debtor on the date or at the time specified by the particular statute.
32. In construing this Security Agreement, terms herein shall have the same meaning as defined in the Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the

admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

33. This Security Agreement may be executed in any number of separate counterparts and all such signed counterparts constitute one and the same agreement. Delivery by facsimile, email, pdf or other electronic means of an originally executed signature page to this Security Agreement by a party is as effective as personal delivery of such signature page

K. INDEMNIFICATION

34. The Debtor agrees to pay, and to save the Secured Party harmless from, any and all liabilities, reasonable costs and expenses (including, without limitation, legal fees and expenses): (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any court, arbitrator or governmental entity, jurisdiction or authority applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Secured Party under any accounts for any sum owing thereunder to the Debtor, or to enforce any provisions of any accounts, the Debtor will save, indemnify and keep the Secured Party harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Debtor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Debtor.

[Remainder of page intentionally left blank. Signature Page Follows]

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor and the Secured Party as of the date first written above.

DEBTOR:

CURA-CAN HEALTH CORP.

By: 

Name: Michael Steele
Title: Chief Executive Officer

SECURED PARTY

AVONLEA-DREWRY HOLDINGS INC.

By: 

Name: David Dozzo
Title: Director

CURA-CAN HEALTH CORP.

AMENDED AND RESTATED SECURITIES PLEDGE AGREEMENT

This Securities Pledge Agreement dated as of January 18, 2021 (the "**Agreement**") is made by Cura-Can Health Corp. (the "**Pledgor**") in favour of Avonlea-Drewry Holdings Inc. (the "**Lender**").

WHEREAS:

- A. The Pledgor entered into a credit facility agreement dated as of March 1, 2019 made among, *inter alios*, the Pledgor, as borrower, the Lender, as lender as amended by an amendment to credit facility agreement dated September 12, 2019 and a second amendment to credit facility agreement dated June 24, 2020 (the credit facility agreement as amended, the "**Original Credit Agreement**") pursuant to which the Lender agreed to make certain credit facility (the "**Existing Credit Facility**") available to the Pledgor;
- B. Pursuant to the Original Credit Agreement, the Pledgor granted a securities pledge agreement dated March 1, 2019 (the "**Original Pledge**") to the Lender as security for the Pledgor's Obligations;
- C. The Pledgor has or will enter into an amended and restated credit facility agreement to be dated January 18, 2021 among, *inter alios*, the Pledgor, as borrower and the Lender, as lender (as the same may be amended, modified, supplemented, restated or replaced from time to time, the "**Credit Agreement**") pursuant to which, among other things, the Existing Credit Facility will be restructured pursuant to the terms thereunder;
- D.. The Pledgor is the registered holder of certain issued and outstanding shares in the capital of The Clinic Network Canada Inc. ("**TCNC**") and Pathway Health Corp. ("**Pathway**", and together with TCNC, the "**Pledged Entities**" and each a "**Pledged Entity**"), all as more particularly described in Schedule "A" attached hereto; and
- E. As required by the Credit Agreement, the Pledgor has agreed to enter into this Agreement to amend and restate the Original Pledge pursuant to the terms of this Agreement and to pledge and grant to the Lender a Security Interest in the Pledged Collateral described below.

NOW THEREFORE, in consideration of the sum of ten (\$10.00) dollars now paid by the Lender to the Pledgor (the receipt and sufficiency of which is hereby acknowledged by the Pledgor) and in consideration of the mutual covenants and agreements contained herein, the parties hereto covenant and agree as follows:

1. Definitions.

In this Agreement, capitalized terms defined in the description of the parties, the recitals or the text hereof shall have those meanings, terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement, and:

"**Applicable Law**" means the laws of the Province of Ontario and the laws of Canada applicable therein;

"**Borrower GSA**" means the general security agreement dated March 1, 2019 entered into by the Pledgor in favour of the Lender;

"**Default**" means an event or circumstance which, but for the requirement of the giving of notice, lapse of time, or both would constitute an "Event of Default";

"Event of Default" means (i) a demand for repayment is made by the Lender on the Pledgor under the Credit Agreement, (ii) any Event of Default under and as defined in the Credit Agreement, (iii) any Event of Default under and as defined in the Borrower GSA, (iv) any Event of Default under and as defined in the general security agreement dated March 1, 2019 entered into by TCNC in favour of the Lender, or (v) any Event of Default under and as defined in the general security agreement dated January 18, 2021 entered into by Pathway in favour of the Lender;

"Obligations" means all present and future indebtedness, liabilities and obligations of any kind of the Pledgor or any Subsidiary, to the Lender, direct or indirect, absolute or contingent, joint or several, matured or unmatured, and whether the liability of the Pledgor or a Subsidiary is as principal, surety, guarantor, endorser or otherwise, including without limitation all such indebtedness, liabilities and obligations arising under, out of, in connection with or pursuant to the Credit Agreement or the other Loan Documents;

"Pledged Collateral" has the meaning ascribed thereto in Section 2;

"PPSA" means the *Personal Property Security Act* (Ontario), as amended from time to time and any legislation substituted therefor and any amendments thereto, and the terms "instruments", "intangibles", "investment property" and "money" have the meanings given to them under the PPSA; and

"Security Interest" means any assignment, mortgage, charge, pledge, lien, hypothec, encumbrance securing or in effect securing an obligation or any indebtedness of any person, conditional sale, title retention agreement, right of set-off or security interest whatsoever, howsoever created or arising, whether absolute or contingent, fixed or floating, legal or equitable, perfected or not, that secures payment or performance of an obligation.

2. Pledge.

As general and continuing collateral security for the payment and performance when due of the Obligations, the Pledgor hereby mortgages, charges, assigns, transfers, hypothecates and pledges to and in favour of the Lender and grants to the Lender a continuing security interest in, all of the Pledgor's right, title and interest, whether now existing or hereafter arising, in all of the following property (collectively, the **"Pledged Collateral"**):

- (a) all of the issued and outstanding shares in the capital of the Pledged Entities held by the Pledgor from time to time including without limitation, those Shares more particularly described in Schedule "A" attached hereto, and any additional Shares in the capital of the Pledged Entities hereafter acquired by the Pledgor, together with any replacements thereof and substitutions therefor, and all certificates and instruments evidencing or representing such pledged Shares (collectively, the **"Pledged Shares"**);
- (b) all present and future dividends, whether in cash or kind, and any other payments received or receivable upon or in respect of any of the Pledged Shares, and all monies, investment property or other property payable or paid on account of any return or repayment of capital in respect of any of the Pledged Shares or otherwise distributed in respect thereof (including distributions of warrants, options, shares, units or other interests, redemption proceeds, interest payments or other personal property) or which shall in any way be charged to, or payable or paid out of, the capital of the Pledged Entities on account of the Pledged Shares;
- (c) all other property that may at any time be received or receivable by or otherwise distributed in respect of, or in substitution for, or in exchange for, any of the foregoing whether by way of dividends, dividends in kind, recapitalizations, mergers, consolidations, combinations or exchanges of units or otherwise;

- (d) all present and future rights, interests and claims of the Pledgor relating to or arising from the Pledged Shares, including without limitation, all rights to receive notices of and attend shareholder meetings and all rights of the Pledgor to vote the Pledged Shares; and
- (e) all direct or indirect proceeds of the foregoing.

The parties acknowledge that: (i) value has been given; (ii) the Pledgor has rights in the Pledged Collateral existing on the date hereof and the power to transfer rights in the Pledged Collateral to the Lender; (iii) the parties have not agreed to postpone the time for attachment of the Security Interests created hereby; and (iv) the Security Interests created in this Agreement shall immediately attach to all Pledged Collateral hereafter acquired as soon as the Pledgor acquires rights thereto or therein.

3. Representations and Warranties.

The Pledgor represents and warrants to the Lender that:

- (a) **Ownership Interests:** the Pledgor is the registered, legal and beneficial owner of the Pledged Shares;
- (b) **Issuance of Pledged Shares:** to the Pledgor's knowledge, the Pledged Shares have been duly authorized and are validly issued as fully paid and non-assessable, the Pledgor is the registered and beneficial owner of the Pledged Shares free and clear of any Security Interests (other than any Security Interests created hereby and any Security Interests arising pursuant to the unanimous shareholder agreement of any Pledged Entity), and the Pledgor has not optioned or otherwise agreed to sell, hypothecate, pledge or otherwise encumber or dispose of any of the Pledged Shares;
- (c) **Assignment:** the Pledgor is authorized to assign the Pledged Collateral to the Lender, and such assignment does not require the consent, authorization or approval of any person which has not already been obtained;
- (d) **Execution and Delivery:** this Agreement has been duly executed and delivered by the Pledgor, and constitutes legal, valid and binding obligations of the Pledgor enforceable by the Lender against the Pledgor in accordance with its terms, except as enforceability may be limited by bankruptcy, or other laws, affecting the enforcement of creditor's rights generally;
- (e) **Non-Violation:** the execution, delivery and performance by the Pledgor of this Agreement does not and will not contravene any instrument, indenture, contract or other agreement or commitment to which the Pledgor or any of the Pledgor's assets are bound;
- (f) **Consent:** no consent, approval, authorization or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Pledgor of this Agreement other than registrations which are necessary to record or perfect the Security Interests constituted hereunder; and
- (g) **Security:** the pledge of the Pledged Collateral creates a valid Security Interest in the Pledged Collateral securing the payment and performance of the Obligations and the Pledgor's obligations hereunder.

On and as of the date any additional property becomes Pledged Collateral, the foregoing representations and warranties shall apply to such additional Pledged Collateral.

4. Covenants of Pledgor. So long as this Agreement remains in effect the Pledgor covenants and agrees with the Lender:

- (a) to defend the Pledged Collateral against the claims and demands of all other persons claiming the same or an interest therein, to keep the Pledged Collateral free from all Security Interests and other encumbrances, except for the Security Interests created hereby and not to sell, exchange, transfer, assign, or otherwise dispose of the Pledged Collateral or any interest therein without the prior written consent of the Lender, and provided that any such assignee or transferee agrees to be bound by the terms hereof;
- (b) to deliver to the Lender all share certificates in the capital of the Pledged Entities duly endorsed in blank or accompanied by a duly executed stock transfer and power of attorney, in the form attached hereto as Schedule "B", such financing statements and financing change statements and further documents, and do all acts, matters and things as may be reasonably requested by the Lender with respect to the Pledged Collateral in order to give effect to this Agreement or to prepare for realization upon or to realize upon any of the Pledged Collateral upon the enforcement of the Security Interests constituted by this Agreement;
- (c) to deliver to the Lender from time to time, as soon as reasonably practicable after a request therefor by the Lender:
 - (i) any documents, papers or other writings constituting, representing or evidencing the Pledged Collateral; and
 - (ii) such other information concerning the Pledged Collateral or the Pledgor as the Lender may reasonably request;
- (d) not to, without the prior written consent of the Lender:
 - (i) take any action which would or may be reasonably anticipated to have the effect of (A) releasing, discharging, compromising or reducing any right or claim of the Pledgor under or in respect of the Pledged Collateral, or (B) subordinating or postponing any right or claim of the Pledgor under or in respect of the Pledged Collateral to any right or claim of whatsoever kind of any other person or persons, other than the Lender; or
 - (ii) except as set forth in Section 6, take any action to enforce or realize any rights or remedies under or pertaining to the Pledged Collateral or to make any settlement, arrangement, compromise or agreement with any person in regard thereto;
- (e) to take such action as may be necessary to preserve and maintain in full force and effect all rights, remedies, priorities and claims in and arising under or pertaining to the Pledged Collateral.

5. Rights and Duties of the Lender. The Lender shall have and be entitled to exercise all such powers hereunder as are specifically delegated to the Lender by the terms hereof, together with such powers as are incidental thereto. The Lender may execute any of its duties hereunder by or through nominees, agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its duties hereunder. The Lender, and any nominee on its behalf, shall be bound to exercise in the holding of the Pledged Collateral the same degree of care as it would exercise with respect to similar property of its own held in the same place. None of the Lender, a receiver, or any representative of the Lender (including any civil enforcement agent) is required to take, or will have any liability for any failure to take or delay in taking, any steps

necessary or advisable to preserve rights against other persons under any chattel paper, investment property or instruments in possession of the Lender, a receiver or their representative. Neither the Lender, nor any nominee acting on its behalf, nor any director, officer or employee of the Lender or director, officer or employee of its nominee shall be liable for any action taken or omitted to be taken by them hereunder or in connection herewith except for its own or its nominees', agents' or employees' gross negligence or wilful misconduct.

6. Voting Rights. Until a demand for repayment is made by the Lender on the Pledgor under the Credit Agreement or until the occurrence of a Default or Event of Default which is continuing or after the occurrence of a Default or Event of Default which is subsequently cured by the Pledgor or waived by the Lender, the Pledgor shall be entitled in good faith to exercise all voting power from time to time and other consensual rights exercisable in respect of the Pledged Shares including the right to receive notice of and attend meetings, and to give consents, waivers and ratifications in respect thereof. In the event the Lender or its nominee becomes the registered holder of the Pledged Shares, the Lender or its nominee shall, after written request by the Pledgor, provide to the Pledgor any proxies or instruments of authority necessary for the Pledgor to exercise its voting powers in respect of the Pledged Shares. Immediately after a demand for repayment is made by the Lender on the Pledgor under the Credit Agreement or upon the occurrence of a Default or Event of Default which is continuing and at all times thereafter until such Default or Event of Default is cured by the Pledgor or waived by the Lender, all such rights of the Pledgor to vote and give consents, waivers and ratifications and to request such proxies or instruments of authority shall cease and the Lender or its nominee shall be entitled to exercise all such voting rights and to give all consents, waivers and ratifications.

7. Dividends and Interest.

- (a) Following the occurrence of a Default or Event of Default or demand for repayment under the Credit Agreement, the Pledgor shall pay to the Lender any and all dividends, interest and other amounts paid on the Pledged Shares, which it is otherwise entitled to receive, forthwith upon receipt thereof, together with any and all stock and/or liquidating dividends, distributions in property, returns of capital or other distributions made on or in respect of the Pledged Shares, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of a Pledged Entity or received in exchange for the Pledged Collateral or any part thereof or as a result of any merger, consolidation, acquisition or other exchange of assets to which any Pledged Entity may be a party or otherwise, and any and all cash and other property received in respect of any Pledged Collateral shall be and become part of the Pledged Collateral pledged hereunder and, if received by the Pledgor, shall be delivered to the Lender or its nominee as soon as reasonably practicable after such request (and if appropriate, endorsed in blank or accompanied by proper instruments of assignment and/or powers executed by the Pledgor in accordance with the Lender's request) to be held subject to the terms of this Agreement.
- (b) Any money or property received by the Lender pursuant to the provisions of this Section 7 shall be retained by the Lender as additional Pledged Collateral hereunder and be applied in accordance with the provisions hereof.

8. Remedies. Following a demand for repayment on the Pledgor under the Credit Agreement or upon the occurrence of a Default or Event of Default which is continuing for a period of 45 days, the Lender may, without notice to or the consent of the Pledgor or any other person (other than as required by Applicable Laws), take all or any of the following actions:

- (a) appoint or reappoint by instrument in writing, any person or persons, whether an officer or employee of the Lender or not, to be a receiver or receivers (hereinafter called a "**Receiver**", which term shall include a receiver and manager) of the Pledged Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns

responsibility for his acts, be deemed the agent of the Pledgor and not of the Lender and the Lender shall not in any way be responsible for any misconduct, negligence, or nonfeasance on the part of any such Receiver, his servants, agents or employees. The Lender may from time to time fix the Receiver's remuneration. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of the Pledged Collateral, to preserve the Pledged Collateral or its value and to sell, lease or otherwise dispose of or concur in selling or otherwise disposing of the Pledged Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Receiver may seem reasonable including terms for deferred payment. Except as may be otherwise directed by the Lender, all amounts received from time to time by such Receiver in carrying out the appointment shall be received in trust for and paid over to the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender;

- (b) make application to a court of competent jurisdiction for the appointment of a Receiver;
- (c) transfer all or any part of the Pledged Collateral which was not previously registered in the name of the Lender or its nominee, into the name of the Lender or its nominee;
- (d) notify any parties obligated on any of the Pledged Collateral to make payment to the Lender of any amounts due or to become due thereunder;
- (e) vote any or all of the Pledged Shares (whether or not transferred to the Lender or its nominee) and give or withhold all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner of such Pledged Shares;
- (f) exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Collateral as if it were the absolute owner thereof including, without limitation, the right to exchange at its discretion any and all of the Pledged Collateral upon the merger, consolidation, reorganization, recapitalization or other readjustment of the Pledged Entities or upon the exercise by the Pledgor or the Lender of any right, privilege or option pertaining to any of the Pledged Collateral, and in connection therewith, to deposit and deliver any and all of the Pledged Collateral with any depository, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine, all without liability except to account for property actually received by it;
- (g) from time to time realize upon, collect, sell, transfer, assign, give options to purchase, or otherwise dispose of and deliver the Pledged Collateral, or any part thereof, in such a manner as may seem to it advisable, and for the purposes thereof each and every requirement relating thereto and prescribed by law or otherwise is hereby waived to the extent permitted by law and the Pledgor agrees that in any offer or sale of any of the Pledged Collateral, the Lender is hereby authorized to comply with any limitation or restriction in connection with such offer or sale as it may be advised by counsel is necessary in order to avoid any violation of Applicable Law (including, without limitation, compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Pledged Collateral), or in order to obtain any required approval of the sale or the purchase by any governmental or regulatory authority or official, and the Pledgor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Lender be liable or accountable to the

Pledgor for any discount allowed by reason of the fact that such Pledged Collateral are sold in compliance with any such limitation or restriction;

- (h) enforce collection of any of the Pledged Collateral by suit or otherwise, and surrender, release or exchange all or any part of any property in addition to the Pledged Collateral, securing any of the Obligations, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect to any property;
- (i) retain the Pledged Collateral in satisfaction of such part of the Obligations as the Lender determines to be reasonable or purchase any or all of the Pledged Collateral, whether in connection with a sale made under the power of sale herein contained or pursuant to judicial proceedings or otherwise; and/or
- (j) exercise all rights and remedies of a secured party under the PPSA;

provided, however, that the Lender shall not be bound to deal with the Pledged Collateral as aforesaid, and shall not be liable for any loss which may be occasioned by any failure to do so and no action of the Lender permitted hereunder shall impair or affect any rights of the Lender in and to the Pledged Collateral.

9. Application of Proceeds. After payment of expenses as provided in Section 10(a) hereof, the balance of any proceeds received by the Lender in or in connection with realizing, collecting, selling, transferring, delivering or obtaining payment of the Pledged Collateral or any part thereof shall be applied on account of such part of the Obligations as the Lender deems best, without prejudice to the claim of the Lender upon the Pledgor for any deficiency.

10. Miscellaneous.

- (a) **Payment of Expenses.** The Lender may charge on its own behalf and also pay to others all reasonable out-of-pocket expenses of the Lender, including the fees and disbursements of any experts or advisers (including, without limitation, legal fees on a solicitor and his own client basis) retained by the Lender, incurred in connection with realizing, collecting, selling, transferring, delivering or obtaining payment of the Pledged Collateral or any part thereof and may deduct the amount of such sums from any proceeds of the Pledged Collateral. The Pledgor agrees to indemnify and hold harmless the Lender from and against any and all liability incurred by the Lender or its nominees or agents or any of their employees hereunder or in connection herewith, unless such liability shall be due to wilful misconduct or gross negligence on the part of the Lender or its nominees or Lenders.
- (b) **Power of Attorney.** Subject to the terms and conditions herein contained and Applicable Law, the Pledgor hereby irrevocably constitutes and appoints any officer of the Lender the true and lawful attorney of the Pledgor, with full power of substitution (such appointment is hereby coupled with an interest), to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Pledgor whenever and wherever the Lender may deem necessary or expedient and from time to time to exercise all rights and powers and to perform all acts of ownership in respect of the Pledged Shares to the same extent as the Pledgor might have done were it not for this Agreement. The Lender agrees that it shall not exercise its right as the attorney of the Pledgor until a demand for repayment is made on the Pledgor under the Credit Agreement or the occurrence of an Event of Default which is continuing.
- (c) **Rights and Waivers.** The Obligations, or the liability of the Pledgor or any other party upon or for any part thereof, or any collateral security or guarantee therefor or right of

offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered, or released by the Lender and any collateral security documents or guarantees or documents in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Lender may deem advisable from time to time, and any collateral security at any time held by the Lender for the payment of the Obligations may be released, all without the necessity of any reservation of rights against the Pledgor and without notice to or further assent by the Pledgor, which will remain bound hereunder, notwithstanding any such renewal, extension, modification, acceleration, compromise, amendment, supplement, termination, sale, exchange, waiver, surrender or release. The Pledgor waives diligence, presentment, protest, demand for payment and notice of default or non-payment to or upon the Pledgor with respect to the Obligations. The Pledgor waives its right to receive a copy of any financing statement, financing change statement or other document relating to the registration, filing or recording of this Agreement or any charge created hereby or any statement or other document issued by any registry that confirms any such registration, filing or recording.

- (d) **Communications.** Any demand, notice or other communication required or permitted to be given to any party hereunder shall be in writing and shall be given to that party by hand-delivery or electronic mail and shall be deemed to have been received by that party at the time it is delivered to the applicable address or sent to the applicable e-mail address noted below, in either case to the attention of the individual designated below. Notice of change of address shall also be governed by this section. Demands, notices and other communications shall be addressed as follows:

- (i) If to the Lender, to:

Avonlea-Drewry Holdings Inc.
P.O. Box 8 Caledon East
Caledon, ON L7C 3L8

Attention: David Dozzo, Director
E-mail: ddozzo@capforminc.com

If to the Pledgor, to:

Cura-Can Health Corp.
10 Four Seasons Place, Suite 510B
Etobicoke, ON M9B 6H7

Attention: Michael Steele, Chief Executive Officer
E-mail: steeleconsult@aol.com

- (e) **Further Assurance.** The Pledgor shall from time to time at its expense do, execute and deliver, or will cause to be done, executed and delivered, all such financing statements, further assignments, documents, acts, matters and things as may be requested by the Lender for the purpose of establishing compliance with the representations, warranties and covenants herein contained.
- (f) **Assignment.** This Agreement shall be binding upon the Pledgor and its successors and permitted assigns and shall enure to the benefit of and be enforceable by the Lender and its successors and assigns in accordance with the Credit Agreement. The Pledgor shall not assign all or any part of this Agreement or Obligations without the prior written consent of the Lender.

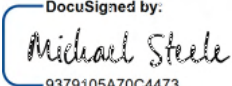
- (g) **Additional Security and Merger.** This security is in addition and without prejudice to any other security now or hereafter held by the Lender. Neither the taking and holding of the Pledged Collateral nor the obtaining of any judgment by the Lender shall operate as a merger of any Obligation or any other indebtedness or liability of the Pledgor to the Lender or operate to prejudice the security constituted by this Agreement.
- (h) **Amendment.** Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally nor may any of the Pledged Collateral be released, except by an instrument in writing duly signed by the Lender and the Pledgor.
- (i) **Severability.** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- (j) **Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Pledgor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.
- (k) **Interpretation.** Any reference herein or in any schedule hereto to any agreement, document or instrument shall refer to such agreement, document or instrument as the same may hereafter be amended, restated or supplemented from time to time.
- (l) **Rights and Obligations Absolute.** All rights of the Lender hereunder, and all obligations of the Pledgor hereunder, shall, to the fullest extent permitted by Applicable Law, be absolute and unconditional irrespective of:
 - (i) any lack of validity or enforceability of any security document or any provision thereof or any document executed in connection therewith;
 - (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the obligations, present or future, direct or indirect, absolute or contingent, matured or not, of the Pledgor pursuant to the Credit Agreement, any Loan Document or any document executed in connection therewith, or any other amendment or waiver of, or any consent to any departure from, the Credit Agreement, any Loan Document or any document executed in connection therewith except any such change, amendment or waiver or consent made specifically applicable hereto;
 - (iii) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of, or consent to any departure from, this Agreement, the Credit Agreement, any Loan Document or any document executed in connection therewith with respect to all or any of the obligations, present or future, direct or indirect, absolute or contingent, matured or not, of the Pledgor pursuant to the Credit Agreement, the other Loan Documents or any document executed in connection therewith; or
 - (iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Pledgor.
- (m) **Executed Copy.**The Pledgor acknowledges receipt of a fully executed copy of this Agreement.

- (n) **Release.** Upon proof being given to the reasonable satisfaction of the Lender that all of the Obligations have been fully and finally paid and there being no obligation of the Lender to extend any credit to the Pledgor and upon payment of all costs, charges and expenses properly incurred by the Lender in relation to this Agreement and the other Loan Documents, the Lender shall, at the expense of the Pledgor, and upon the request of the Pledgor, execute and deliver to the Pledgor, such agreements or other instruments as shall be requisite to evidence the release the Pledgor from its covenants herein contained, except those relating to the indemnification of the Lender.
- (o) **Amendment and Restatement.** The Pledgor acknowledges and agrees that the Original Pledge is, effective as of the date hereof, hereby amended and restated, in its entirety, by this Pledge Agreement, and the obligations, rights and remedies under the Original Pledge shall, subject only to the effect of the amendments, modification and supplements to the Original Pledge effected by this Pledge Agreement, continue in effect following the date hereof without interruption, removal, impairment, abatement or prejudice, all in accordance with and subject to the provisions herein set forth.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the party hereto has set its hand as of the day and year first above written.

CURA-CAN HEALTH CORP.

Per:  _____
Name: Michael Steele
Title: Chief Executive Officer

SCHEDULE "A"
PLEDGED SECURITIES

Pledged Shares:

Share Certificate No.	Corporation	Number and Class of Shares
A-2, A-3 and A-4	THE CLINIC NETWORK CANADA INC.	3,224 Class A Common
A-1	PATHWAY HEALTH CORP.	1 Class A Share

SCHEDULE "B"

POWER OF ATTORNEY – SHARES

Description of Shares:

[■ Number and Type of shares] in the capital of **[■Name of entity]**, a Federal corporation, represented by certificate(s) no. _____ (collectively, the "**Shares**").

FOR VALUE RECEIVED, the undersigned hereby:

1. sells, assigns and transfers unto _____ the aforementioned Shares standing in the name of the undersigned on the books of **[■Name of entity]**; and
2. irrevocably constitutes and appoints _____ the Attorney(s) of the undersigned to complete the foregoing transfer and/or any transfer on the transfer panel of the respective share certificates representing such Shares and to transfer the said Shares on the books of **[■Name of entity]**, with full power of substitution in the premises.

DATED effective this ____ day of _____, 20__.

CURA-CAN HEALTH CORP.

Per: _____
Name: Michael Steele
Title: Chief Executive Officer

POWER OF ATTORNEY – SHARES

Description of Shares:

1 Class A Common Share in the capital of **Pathway Health Corp.**, a Federal corporation, represented by certificate no. A-1 (the "**Shares**").

FOR VALUE RECEIVED, the undersigned hereby:

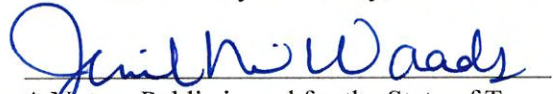
1. sells, assigns and transfers unto _____ the aforementioned Shares standing in the name of the undersigned on the books of **Pathway Health Corp.**; and
2. irrevocably constitutes and appoints _____ the Attorney(s) of the undersigned to complete the foregoing transfer and/or any transfer on the transfer panel of the respective share certificates representing such Shares and to transfer the said Shares on the books of **Pathway Health Corp.**, with full power of substitution in the premises.

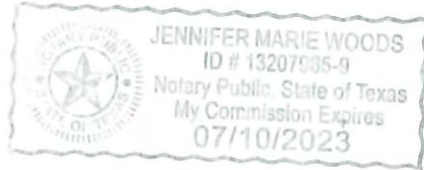
DATED effective this ____ day of _____, 20__.

CURA-CAN HEALTH CORP.

Per:  _____
9379105A70C4473...
Name: Michael Steele
Title: Chief Executive Officer

This is Exhibit 7 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.


A Notary Public in and for the State of Texas



GENERAL SECURITY AGREEMENT

A. OBLIGATIONS SECURED

1. The undersigned **CURA-CAN HEALTH CORP.** (hereinafter called the "Debtor") hereby enters into this general security agreement (this "Security Agreement") with **AVONLEA-DREWRY HOLDINGS INC.** (hereinafter called the "Secured Party") on the 1st day of March, 2019 for valuable consideration and as security for the payment of all present and future indebtedness of the Debtor, to the Secured Party and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, joint or several, of the Debtor and The Clinic Network Canada Inc. ("Subsidiary") to the Secured Party whether as principal or surety, including, without limiting the generality of the foregoing, pursuant to: (i) the Credit Facility Agreement dated the date hereof, by and between, inter alia, the Debtor, the Secured Party and the Subsidiary, as amended from time to time (the "Credit Facility Agreement"); (ii) a secured convertible grid promissory note issued on the date hereof to the Secured Party by the Debtor in accordance with the Credit Facility Agreement, as amended from time to time (the "Promissory Note"); (iii) a grid demand promissory note issued on the date hereof to the Debtor by the Subsidiary in accordance with the Credit Facility Agreement, as amended from time to time (the "Subsidiary Promissory Note", and together with the Promissory Note, the "Promissory Notes") and (iv) the guarantee issued on the date hereof to the Secured Party by the Subsidiary (the "Debtor Guarantee") (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). Insofar as it affects personal property located in Ontario, this Security Agreement is governed by the *Personal Property Security Act* (Ontario) (the "Act").

B. GRANT OF MORTGAGES, CHARGES AND SECURITY INTERESTS

2. The Debtor hereby:
 - (a) mortgages and charges to and in favour of the Secured Party as and by way of a fixed and specific mortgage and charge, and grants to the Secured Party a security interest in, all its present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, vehicles, tools and furniture now or hereafter owned or acquired;
 - (b) mortgages and charges to the Secured Party and grants to the Secured Party a security interest in all its present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) assigns, transfers and sets over to the Secured Party by way of collateral security, and grants to the Secured Party a security interest in, all its present and future accounts and intangibles, including, without limiting the generality of the foregoing, all its present and future book debts, accounts and other amounts receivable, contract rights and choses in action of every kind or nature including insurance rights arising from or out of the assets referred to in Sections 2(a) and 2(b) hereof, goodwill, chattel paper, instruments of title, investments, money and securities;
 - (d) assigns, transfers and conveys to the Secured Party by way of collateral security, and grants to the Secured Party a security interest in, all its present and future intellectual property (hereinafter referred to as the "Intellectual Property Collateral") (whether registered or unregistered) comprising without limitation all formulations, computer programs, application software, hardware/software maintenance support agreements and all documentation related thereto, licenses of software, copyrights, patents and inventions, trade-marks, trade names, business names, trade styles and other business identifiers,

industrial designs, integrated circuit topographies, trade secrets and other confidential information and all know-how obtained, developed or used by the Debtor or contemplated at any time for use by the Debtor;

- (e) charges in favour of the Secured Party as and by way of a floating charge, and grants to the Secured Party a security interest in, its business and undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets hereby validly assigned or subjected to a specific mortgage, charge or security interest by Sections 2(a), 2(b), 2(c) and 2(d) hereof and the exceptions hereinafter contained);
- (f) assigns, mortgages and charges in favour of the Secured Party and grants to the Secured Party a security interest in the proceeds arising from any of the assets referred to in this Section 2; and
- (g) assigns, mortgages and charges in favour of the Secured Party and grants to the Secured Party a security interest in all additions to and replacements of the assets referred to in this Section 2.

For the purposes of this Security Agreement, the equipment, inventory, intangibles, Intellectual Property Collateral, undertaking, proceeds and all other property and assets of the Debtor referred to in this Section 2 are hereinafter collectively called the "Collateral".

C. LOCATION OF COLLATERAL

3. The Debtor hereby represents and warrants to the Secured Party that its registered office and all Collateral material to the Debtor (including, without limitation, all of the Intellectual Property Collateral whatsoever) is presently at the following locations:

Cura-Can Health Corp.
10 Four Seasons Place, Suite 510B
Etobicoke, ON M9B 6H7

Attention: Michael Steele, Chief Executive Officer
E-mail: steeleconsult@aol.com

4. Except as set forth in the Credit Facility Agreement, the Collateral now situate in the Province of Ontario is on the date hereof primarily situate or located at the location set out in Section 3 hereof but may, with prior written notice to the Secured Party, from time to time be located at other premises of the Debtor or (in the case of the Collateral described in Section 2(b) above) any third party manufacturing or inventory storage facility in the Province of Ontario or in Canada. Such Collateral may also be located at other places in Ontario or in Canada while in transit to and from such locations and premises and such Collateral may from time to time be situate or located at any other places in Ontario when on lease or consignment to any lessee or consignee from the Debtor.
5. Debtor further represents and warrants to the Secured Party, and so long as this Security Agreement remains in effect, shall be deemed to continuously represent and warrant to the Secured Party that:
- (a) it is a corporation incorporated and organized and validly existing under the laws of the jurisdiction of its incorporation; it has the corporate power to own or lease its property and to carry on the business conducted by it; it is qualified as a corporation to carry on the business conducted by it and to own or lease its property in each jurisdiction where the failure to be so qualified would have a material adverse effect on the Debtor; and the execution, delivery and performance of this Security Agreement by the Debtor are within its

corporate powers and have been duly authorized by all necessary corporate action of the Debtor; and

- (b) the execution, delivery and performance of the Obligations and the creation of the security interest or assignment hereunder of the Debtor's rights in the Collateral to the Secured Party will not conflict with or constitute a breach of the Debtor's Articles of Incorporation, as amended to date, or by-laws, nor will they result in a breach of or an event of default under any agreement to which the Debtor is party or by which it is bound.

6. Debtor further represents and warrants to the Secured Party that on the date hereof:

- (a) it has rights in the Collateral and other than Permitted Encumbrances (as defined in the Credit Facility Agreement), the Collateral is genuine and owned by the Debtor free of all security interests, mortgages, liens, claims, charges, licenses, leases, infringements of which the Debtor is aware, encumbrances or other adverse claims or interests, and subject to the fact that certain of the licenses and leases included in the Collateral may not be assignable or transferable, or may require consent to assignment or transfer, or may contain other restrictions on assignability or transferability;
- (b) it has not granted any licenses in or of its Intellectual Property Collateral, other than in the ordinary course of its business; and
- (c) each of the licenses granted in or of its Intellectual Property Collateral is non-exclusive.

D. LIMITED EXCEPTIONS TO GRANT OF CHARGE

7. The last day of any term reserved by any lease, oral or written, or any agreement therefor, now held or hereafter acquired by the Debtor, and whether falling within the general or particular description of the Collateral, is hereby and shall be excepted out of the mortgages, charges and security interests hereby or by any other instrument created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term shall direct.

E. AGREEMENTS OF THE DEBTOR

8. The Debtor and the Secured Party agree that they have not agreed to postpone the time for attachment of the security interests granted hereby with respect to the Debtor's presently existing Collateral and that such security interests shall attach to the Collateral acquired after the date hereof as soon as the Debtor has rights in such Collateral.

9. The Debtor agrees with the Secured Party that, until the Obligations have been satisfied or paid in full:

- (a) it will not, without the prior written consent of the Secured Party:
 - (i) other than in accordance with the Credit Facility Agreement, in relation to the Collateral incur or create any further or additional indebtedness except such normal indebtedness as may be incidental to the ordinary course of its business and as would not have a material adverse effect on Debtor, its ability to pay the Obligations or the interests of the Secured Party hereunder;
 - (ii) create, issue, transfer, or assign any new securities of the Debtor, whether debt or equity, or permit the transfer of any previously issued securities of the Debtor, without the prior written consent of the Secured Party;

- (iii) create, incur or permit to exist any lien, security interest, pledge, mortgage, deed of trust, levy, attachment, claim or other charge or encumbrance, other than Permitted Encumbrances, on or to any of the Collateral except for purchase-money security interests in the ordinary course of business and as would not have a material adverse effect on Debtor, its ability to pay the Obligations or the interests of the Secured Party hereunder;
 - (iv) sell, transfer, assign, lease, license or otherwise dispose of the Collateral, or any interest therein, or attempt, offer or contract to do so, other than in the ordinary course of the Debtor's business and as would not have a material adverse effect on Debtor, its ability to pay the Obligations or the interests of the Secured Party hereunder;
 - (v) release, surrender or abandon possession of any material part of the Collateral;
 - (vi) move or transfer any material part of the Collateral from the Province of Ontario without prior written notice to the Secured Party;
 - (vii) change its name without receiving written consent of the Secured Party; or
 - (viii) create, incur or permit to exist any lien, security interest, pledge, mortgage, deed of trust, levy, attachment, claim or other charge or encumbrance on or to any of the equipment, inventory, intangibles, undertaking, proceeds and all other property and assets of any of the Debtor's subsidiaries;
- (b) unless otherwise agreed by, or stipulated pursuant to, the prior written consent or direction, as applicable, of the Secured Party, it will:
- (i) hold the proceeds received from any direct or indirect dealing with the Collateral in trust for the Secured Party after either the security interests granted in this Security Agreement become enforceable or any of the Collateral is sold other than in the ordinary course of business of the Debtor and for the purpose of carrying on such business;
 - (ii) insure and keep insured all of the Collateral against loss or damage by fire and other insurable hazards for which such Collateral is commonly insured against in the Province of Ontario to the full insurable value thereof and, in addition, obtain and maintain such other insurance as the Secured Party may require including, without limitation, business interruption insurance and environmental liability insurance; the Debtor shall pay when due all premiums and other amounts payable for maintaining such insurance; the Debtor shall cause the insurance proceeds thereunder to be payable in case of loss to the Secured Party as mortgagee and loss payee and shall, if required, give to the Secured Party evidence of the payment of premiums and the assignment of such insurance to the Secured Party; should the Debtor fail to pay any premiums when due then the Secured Party may do so and the cost of such premiums shall be added to the Obligations and shall be secured by the security interests granted herein; the policy or policies of insurance required by this paragraph shall show the Secured Party as mortgagee and loss payee and shall contain a mortgage clause in form satisfactory to the Secured Party; all such policies of insurance shall neither permit nor provide for any amount of co-insurance by the Debtor;
 - (iii) keep the then existing Collateral in good condition and repair according to the nature and description thereof, and to not use the Collateral in violation of the provisions of this Security Agreement or any other agreement of the Debtor relating to the Collateral or any policy issued to the Debtor insuring the Collateral

or any applicable statute, law, by-law, rule, regulation or ordinance, and the Secured Party may, whenever it deems necessary, either in person or by agent, enter upon the Debtor's property and inspect the Collateral and the reasonable cost of such inspection shall be payable on demand and added to the Obligations and the Secured Party may make repairs as it deems necessary, and the cost thereof shall be payable on demand and added to the Obligations;

- (iv) set up and maintain accounting systems and books of account in accordance with generally accepted accounting principles and furnish to the Secured Party:
 - A. annually, within 120 days of the end of each year, its consolidated financial statements, including without limitation, a balance sheet, a statement of operations and a statement of cash flows, all reported upon by the Debtor's auditors or accountants, as the case may be; and
 - B. at any time upon request by the Secured Party all such other information concerning the Debtor's affairs and business as the Secured Party may reasonably require;
- (v) strictly comply with every covenant and undertaking heretofore or hereafter given by it to the Secured Party;
- (vi) strictly comply with valid requirements of any governmental authority pertaining to the operation by the Debtor of its business;
- (vii) permit the Secured Party at any time and from time to time, after the security granted pursuant to this Security Agreement shall have become enforceable, to require any account debtor of the Debtor to make payment to the Secured Party of any or all amounts owing by the account debtor to the Debtor and the Secured Party may take control of any proceeds referred to in Section 2(f) hereof and may hold all amounts received from any account debtor and any proceeds as cash collateral as part of the Collateral and as security for the Obligations;
- (viii) pay or cause to be paid all taxes, rates and other impositions whatsoever already charged or hereafter to be charged by any authority on any of the Collateral as and when they shall generally fall due and, upon the request of the Secured Party, deliver to the Secured Party evidence of such payments;
- (ix) comply with all applicable laws, regulations and orders, including, without limitation, all public and employee health and safety provisions and all applicable federal, provincial, state or municipal environmental laws and all regulations or requirements thereunder relating in any way to the environment or the release of any substance into the environment;
- (x) defend the Collateral against the claims and demand of all other parties claiming the same or an interest therein and take all reasonable actions to keep the Collateral free from all encumbrances, other than Permitted Encumbrances;
- (xi) notify the Secured Party promptly of:
 - A. any material change in the information contained herein relating to the Debtor, including without limitation any change in the Debtor's registered office address, the Debtor's business or the Collateral;
 - B. the details of any significant acquisition or disposition of Collateral;

- C. the details of any material complaints, violations, claims or litigation affecting the Debtor or the Collateral;
 - D. any material loss or damage to the Collateral;
 - E. any default by the Debtor in payment or performance of its Obligations with respect to the Collateral; and
 - F. the return to or repossession by the Debtor of the Collateral;
- (xii) do, execute, acknowledge and deliver such further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may from time to time be reasonably requested by the Secured Party of or with respect to the Collateral in order to give effect to this Security Agreement and to pay all costs and expenses (including reasonable legal fees) of the Secured Party incurred with respect to searches and filings in connection therewith and with respect to the preparation, execution and filing of this Security Agreement and keeping the security interest granted hereunder perfected;
- (xiii) pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Collateral as and when the same may become due and payable;
- (xiv) prevent the Collateral from being or becoming an accession to other property not covered by this Security Agreement;
- (xv) carry on and conduct the business of the Debtor so as to protect and preserve the Collateral and to keep, in accordance with Canadian generally accepted accounting principles, consistently applied, financial statements supported by the books of account for the Debtors' business as well as accurate and complete records concerning the Collateral;
- (xvi) make available to the Secured Party from time to time promptly upon the request of the Secured Party true and complete copies of:
- A. any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral,
 - B. all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying the same,
 - C. all financial statements prepared by or for Debtor regarding Debtor's business,
 - D. all policies and certificates of insurance relating to the Collateral, and
 - E. such information concerning Collateral, Debtor and Debtor's business and affairs as the Secured Party may reasonably request;
- (xvii) observe and perform all its obligations under all material leases, licences, undertakings and agreements to which it is a party, obtain and preserve its rights, powers, licences, privileges, franchises and goodwill thereunder, and comply with all applicable laws, by-laws, rules, regulations and ordinances;

- (xviii) maintain its corporate existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets; and
 - (xix) subject to the transportation and location of equipment outside of Ontario in the ordinary course of business, prior to the removal of any of the Collateral from the province in which it is or they are situated at the date of this Security Agreement or to leasehold property, effect such further registrations and obtain such other consents and give such other security as may be required or desirable to protect or preserve the security hereby created, and the Debtor shall forthwith notify the Secured Party of the intended removal and the action proposed to be taken.
10. The Debtor hereby agrees that it will at all times, both before and after default, do or cause to be done such additional things and execute and deliver or cause to be executed and delivered all such further acts and documents as the Secured Party may reasonably require for the better mortgaging, charging, transferring, assigning, confirming and granting of security interests in the present or future Collateral to the Secured Party.
11. Subject to compliance with the Debtor's covenants contained herein, the Debtor may, until the security granted pursuant to this Security Agreement shall have become enforceable, possess, operate, collect, use and enjoy and deal with the Collateral in the ordinary course of the Debtor's business in any manner not inconsistent with the provisions hereof; provided always that the Secured Party shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may reasonably request in connection therewith and for such purpose to grant to the Secured Party or its agents access to all places where Collateral may be located and to all premises occupied by the Debtor.

F. DEFAULT

12. The Obligations shall, at the option of the Secured Party, become payable and the security granted pursuant to this Security Agreement shall become enforceable in each and every of the events following (each, an "Event of Default"):
- (a) if the Debtor or the Subsidiary defaults in the observance or performance of any agreement or undertaking given by the Debtor or the Subsidiary to the Secured Party in the Credit Facility Agreement, the Debtor Guarantee, the Subsidiary Security Agreement (as such term is defined in the Credit Facility Agreement), the Pledge (as such term is defined in the Credit Facility Agreement), the Promissory Notes or this Security Agreement, other than as contemplated in Section 12(b) below;
 - (b) if the Debtor defaults in payment of any of the Obligations of the Debtor to the Secured Party when due;
 - (c) if the Debtor or the Subsidiary ceases or threatens to cease to carry on business or if the Debtor or Subsidiary commits or threatens to commit any act of bankruptcy or if the Debtor or Subsidiary becomes insolvent or makes an assignment or proposal in bankruptcy or makes a bulk sale of its assets or if a bankruptcy petition is filed or presented against the Debtor or the Subsidiary;
 - (d) the transfer or disposition of any of the Collateral, other than in the regular course of business, by the Debtor, except as expressly permitted by this Security Agreement;

- (e) if the Debtor or the Subsidiary shall seek relief or consents to the filing of a petition against it under any law which involves any compromise of any secured creditor's rights against the Debtor or the Subsidiary;
- (f) if an execution or any other process of any court becomes enforceable against the Debtor or the Subsidiary or if a distress or analogous process is levied upon the property of the Debtor or the Subsidiary or any part thereof, provided such execution, court process, distress or analogous process is in response to an award or award(s) against the Debtor or the Subsidiary which in the aggregate exceed CDN\$25,000;
- (g) if the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the Collateral with equal priority to or senior to the charge created by this Security Agreement to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same;
- (h) if any material licences, permits or approvals required by any law, regulation or governmental policy or any governmental agency or commission for the operation by the Debtor or the Subsidiary of its business shall be withdrawn or cancelled;
- (i) if any representation or warranty in the Credit Facility Agreement, the Debtor Guarantee, the Subsidiary Security Agreement, the Promissory Notes, the Pledge or this Security Agreement made by the Debtor or the Subsidiary or any of their respective associates, affiliates, officers, employees or agents to the Secured Party shall be false or inaccurate in any material respect;
- (j) if the Debtor or the Subsidiary is dissolved or the Debtor's or Subsidiary's existence is otherwise terminated or any action is taken by the Debtor to effect such termination or dissolution;
- (k) if any material portion of the Debtor's or Subsidiary's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity or if the Debtor or Subsidiary is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its affairs, or if a judgment or other claim becomes a lien or encumbrance upon any material portion of the Debtor's or Subsidiary's assets by any government agency;
- (l) if there is a material default or other failure to perform in any agreement to which the Debtor or the Subsidiary is a party or by which the Debtor or Subsidiary is bound resulting in a right by a third party or parties, whether or not exercised, to accelerate the maturity of any indebtedness;
- (m) if any material misrepresentation, misstatement or omission existed at the time made in any warranty or representation set forth herein, in the Credit Facility Agreement, the Debtor Guarantee, the Subsidiary Security Agreement, the Subsidiary Certificate, the Pledge or the Promissory Notes; or
- (n) if any event occurs which, in the reasonable opinion of the Secured Party, would have a material adverse effect on the ability of the Debtor or the Subsidiary to repay the Obligations when due, or any part thereof, or otherwise fulfil its or their obligations under the Credit Facility Agreement or Promissory Notes,

provided, that, notwithstanding the foregoing, the Obligations shall not become payable and the security granted pursuant to this Security Agreement shall not become enforceable by reason only of the occurrence of an Event of Default (if such Event of Default is an Event of Default other than

as a result of: (i) a failure to pay any Obligation of the Debtor to the Secured Party when due, as contemplated by paragraph (b) above, or (ii) if the Debtor ceases to carry on business or if the Debtor commits any act of bankruptcy or if the Debtor becomes insolvent or makes an assignment or proposal in bankruptcy or makes a bulk sale of its assets or if a bankruptcy petition is filed or presented against the Debtor as contemplated by paragraph (c) above), and such Event of Default is remedied within forty-five (45) days from the date the Debtor became aware of such Event of Default or should reasonably have become aware of such Event of Default, or does not otherwise continue for at least forty-five (45) business days from such date. The Debtor hereby covenants to advise the Secured Party in writing immediately upon the occurrence of an Event of Default.

13. This Security Agreement may be amended or modified, and any obligation, right or condition set forth herein may be waived, by an instrument in writing duly executed by the Debtor and the Secured Party.

G. REMEDIES OF THE SECURED PARTY

14. Whenever the security granted pursuant to this Security Agreement shall have become enforceable, and so long as it shall remain enforceable, the Secured Party may proceed to realize such security and to enforce its rights by, without limitation:

- (a) entry;
- (b) the appointment by instrument in writing of a receiver or receivers of the Collateral or any part thereof (which receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Secured Party or not and the Secured Party may remove any receiver or receivers so appointed and appoint another or others in his or their stead);
- (c) proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof;
- (d) preserving, protecting and maintaining the Collateral and making such replacements and repairs and additions to the Collateral as the Secured Party deems advisable;
- (e) disposing of all or part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Secured Party may seem reasonable, provided that if any sale, lease or other disposition is on credit the Debtor will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies are actually received;
- (f) using, selling, assigning, leasing, licensing or sub-licensing any of the Collateral; or
- (g) any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity.

In addition, the Secured Party may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor.

Any receiver or receivers so appointed shall have power to:

- (i) take possession of, to protect, to preserve and to use the Collateral or any part thereof;

- (ii) carry on the business of the Debtor (including, but not limited to, the taking or defending of any actions or legal proceedings, and the doing or refraining from doing all other things as to the receiver may seem necessary or desirable in connection with the business, operations and affairs of the Debtor);
- (iii) borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor;
- (iv) further charge the Collateral in priority to the security interests of this Security Agreement as security for money so borrowed; and
- (v) sell, lease, license or sub-license (to the extent permitted by the applicable license in the case of intellectual property or technology licensed from a third party), or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the receiver shall determine.

The Secured Party shall not be responsible for any actions or errors of omission by the receiver or receivers in exercising any such powers.

In addition, the Secured Party may enter upon, use, occupy and possess the Collateral or any part thereof, free from all encumbrances, liens and charges, without hindrance, interruption or denial of the same by the Debtor or by any other person or persons save only a landlord pursuant to its rights of reversion under any lease of real property on expiry of its term, and may lease or sell the whole or any part or parts of the Collateral. Any sale hereunder may be made by public auction, by public tender or by private contract, with or without notice and with or without advertising and without any other formality (except as required by law), all of which are hereby waived by the Debtor. Such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Secured Party in its sole discretion may seem advantageous. Such sale may take place whether or not the Secured Party has taken possession of the Collateral.

The Debtor agrees to pay to the Secured Party forthwith on demand all expenses incurred by the Secured Party in the preparation, perfection, administration and enforcement of this Security Agreement (including without limitation expenses incurred in considering and protecting or improving the Secured Party's position, or attempting to do so, whether before or after default), all amounts borrowed by the receiver from the Secured Party as hereinbefore provided and all costs, charges, expenses and fees (including, without limiting the generality of the foregoing, the fees and expenses of any receiver and legal fees on a solicitor and client basis) of or incurred by the Secured Party and by any receiver or receivers or agent or agents appointed by the Secured Party in connection with the recovery or enforcing of payment of any moneys owing hereunder, whether by realization, by taking possession or otherwise. All such sums, together with interest thereon at the rate applicable to the Obligations, shall form part of the Obligations and shall be secured by the security interests granted herein.

No remedy for the realization of the security interests granted herein or for the enforcement of the rights of the Secured Party shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

15. Whenever the security granted pursuant to this Security Agreement shall have become enforceable, and so long as it shall remain enforceable, the Secured Party may proceed to realize such security and to enforce its rights by notifying all or any debtors of the security interest contemplated herein and may also direct such debtors to make all payments on the Collateral to the Secured Party. The Debtor acknowledges that any payments or other proceeds of the Collateral received by the Debtor from such debtors after notification of the security interest contemplated herein to such debtors shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party upon request.

16. Whenever the security granted pursuant to this Security Agreement shall have become enforceable, and so long as it shall remain enforceable, the Debtor will not request or receive any money or other proceeds constituting income or interest from or interest on the Collateral and if the Debtor receives any such money or proceeds without any request by it, the Debtor will pay the same promptly to the Secured Party. So long as the security granted pursuant to this Security Agreement has not become enforceable or does not remain enforceable, the Debtor reserves the right to receive any money or other proceeds constituting income from or interest on Collateral and if the Secured Party receives any such money or proceeds prior to default, the Secured Party shall either credit the same against the Obligations or pay the same promptly to Debtor.
17. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Secured Party may see fit, and the Secured Party shall at all times and from time to time have the right to change any appropriation as the Secured Party may see fit.

H. RIGHTS OF THE SECURED PARTY

18. The Secured Party may pay and satisfy the whole or any part of any liens, taxes, rates, charges or encumbrances now or hereafter existing in respect of any of the Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Obligations and shall be secured by the security interests granted herein. In the event of the Secured Party satisfying any such lien, charge or encumbrance, it shall be entitled to all the equities and securities of the person or persons so paid and is hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.
19. The Debtor grants to the Secured Party the right to set off against any and all accounts, credits or balances maintained by it with the Secured Party, the aggregate amount of any of the Obligations.
20. The Secured Party, without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Debtor and all other persons and securities as the Secured Party may see fit.
21. Nothing herein shall obligate the Secured Party to extend any credit to the Debtor.
22. The Secured Party may assign, transfer and deliver to any permitted transferee, any of the Obligations or any security or any documents or instruments held by the Secured Party in respect thereof provided that no such assignment, transfer or delivery shall release the Debtor from any of the Obligations; and thereafter the Secured Party shall be fully discharged from all responsibility with respect to the Obligations and security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Secured Party under such security, documents or instruments but the Secured Party shall retain all rights and powers with respect to any such security, documents or instruments not so assigned, transferred or delivered. The Debtor shall not assign any of its rights or obligations hereunder without the prior written consent of the Secured Party.

I. MISCELLANEOUS

23. No delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, whenever the security granted pursuant to this Security Agreement shall have become enforceable, and so long as it shall remain enforceable, the

Secured Party may remedy any default by Debtor hereunder or with respect to any Obligations in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of the Secured Party granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

24. The security interest created hereby is intended to attach when this Security Agreement is executed by the Debtor and delivered to the Secured Party.
25. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
26. Upon payment by the Debtor, the Subsidiary, or their successors or permitted assigns, and the fulfillment of all the Obligations and provided that the Secured Party is then under no obligation (conditional or otherwise) to make any further loan or extend any other type of credit to the Debtor, or the Subsidiary, the Secured Party shall, upon request in writing by the Debtor, discharge this Security Agreement.
27. This Security Agreement shall be construed in accordance with and be governed by the laws of the Province of Ontario. For the purpose of legal proceedings, this Security Agreement shall be deemed to have been made in the said Province and to be performed therein and the courts of that Province shall have jurisdiction over all disputes which may arise under this Security Agreement. Each of the Debtor and the Secured Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts.
28. The headings in this Security Agreement are included for convenience of reference only, and shall not constitute a part of this Security Agreement for any other purpose.
29. This Security Agreement is in addition to and not in substitution for any other security now or hereafter held by the Secured Party.
30. This Security Agreement and all its provisions shall enure to the benefit of the Secured Party, its successors and assigns, and, subject to the final sentence of Section 22, shall be binding on the Debtor, its successors and permitted assigns.
31. Any demand, notice or other communication by the Secured Party in connection with this Security Agreement shall be in writing and may be made or given by personal delivery, by courier or by transmittal by fax or e-mail to the Debtor at the address set forth in Section 3 above, and shall be conclusively deemed to have been received by the Debtor on the day of actual delivery thereof, in the case of personal delivery, and, if made or given by courier, on the second (2nd) business day following the deposit thereof with the courier and, if made or given by fax or e-mail, on the day of transmittal thereof or if the day of transmittal is not a business day, the next business day following the date of transmittal thereof. Notwithstanding the foregoing, if the Act or any other statute requires a demand or notice to be given in a certain way or specifies the time at which the Debtor is deemed to have received a demand or notice then the Secured Party shall make the demand or notice in accordance with the particular statute and the demand or notice shall be deemed to have been received by the Debtor on the date or at the time specified by the particular statute.
32. In construing this Security Agreement, terms herein shall have the same meaning as defined in the Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the

admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

33. This Security Agreement may be executed in any number of separate counterparts and all such signed counterparts constitute one and the same agreement. Delivery by facsimile, email, pdf or other electronic means of an originally executed signature page to this Security Agreement by a party is as effective as personal delivery of such signature page

K. INDEMNIFICATION

34. The Debtor agrees to pay, and to save the Secured Party harmless from, any and all liabilities, reasonable costs and expenses (including, without limitation, legal fees and expenses): (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any court, arbitrator or governmental entity, jurisdiction or authority applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Secured Party under any accounts for any sum owing thereunder to the Debtor, or to enforce any provisions of any accounts, the Debtor will save, indemnify and keep the Secured Party harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Debtor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Debtor.

[Remainder of page intentionally left blank. Signature Page Follows]

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor and the Secured Party as of the date first written above.

DEBTOR:

CURA-CAN HEALTH CORP.

By: 

Name: Michael Steele
Title: Chief Executive Officer

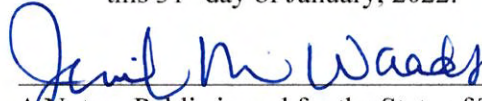
SECURED PARTY

AVONLEA-DREWRY HOLDINGS INC.

By: 

Name: David Dozzo
Title: Director

This is Exhibit 8 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.



A Notary Public in and for the State of Texas



Search ID #: Z14632271

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #: 118-131809-SBABE

Search ID #: Z14632271

Date of Search: 2022-Jan-27

Time of Search: 07:13:42

Business Debtor Search For:

CURA-CAN HEALTH CORP.

Both Exact and Inexact Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z14632271

Business Debtor Search For:

CURA-CAN HEALTH CORP.

Search ID #: Z14632271

Date of Search: 2022-Jan-27

Time of Search: 07:13:42

Registration Number: 19050131179

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-May-01

Registration Status: Current

Expiry Date: 2024-May-01 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

1 CURA-CAN HEALTH CORP.
10 FOUR SEASONS PLACE, SUITE 510B
ETOBICOKE, ON M9B 6H7

Current

Secured Party / Parties

Block

Status

1 AVONLEA-DREWRY HOLDINGS INC.
P.O. BOX 8 CALEDON EAST
CALEDON, ON L7C 3L8

Current

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property of the Debtor.

Current

Search ID #: Z14632271

Business Debtor Search For:

CURA-CAN HEALTH CORP.

Search ID #: Z14632271

Date of Search: 2022-Jan-27

Time of Search: 07:13:42

Registration Number: 21031520777

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Mar-15

Registration Status: Current

Expiry Date: 2024-Mar-15 23:59:59

Inexact Match on: Debtor No: 2

Debtor(s)

Block

Status

1 RIMER ALCO NORTH AMERICA INC
6720 75 STREET NORTH WEST
EDMONTON, AB T6E 6T9

Current

Block

Status

2 CAREICA HEALTH
6720 75 STREET NORTH WEST
EDMONTON, AB T6E 6T9

Current

Secured Party / Parties

Block

Status

1 GM FINANCIAL CANADA LEASING LTD.
2001 SHEPPARD AVE. STE 600
TORONTO, ON M2J 4Z8
Email: albertaprod@teranet.ca

Current

Collateral: Serial Number Goods

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	1GKKNRLS2MZ127589	2021	GMC TRUCKS ACADIA AWD	MV - Motor Vehicle	Current

Result Complete

Business Debtor

Search by Business Debtor

Date: 2022-01-27
 Time: 8:15:04 a.m.
 Transaction Number: 10262926796

Business Name: CURA-CAN HEALTH CORP.

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Cura-Can Health Corp.	1

1. Cura-Can Health Corp.

1.1 Cura-Can Health Corp.: Registration 201907063408 (2019-05-01 3:40:31 p.m.)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2024-05-01
Debtor Address	10 Four Seasons Place, Suite 510B Etobicoke, ON Canada M9B 6H7
Secured Parties (party code, name, address)	Avonlea-Drewry Holdings Inc. P.O. Box 8 Caledon East Caledon, ON Canada L7C 3L8
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

END OF EXACT MATCHES

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/27/2022
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 09:13:41
ACCOUNT : 009233-0001 FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1
FILE CURRENCY : 26JAN 2022
SEARCH : BD : CURA-CAN HEALTH CORP.

00 FILE NUMBER : 750755007 EXPIRY DATE : 01MAY 2024 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20190501 1640 1590 5599 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: CURA-CAN HEALTH CORP.

OCN :
04 ADDRESS : 10 FOUR SEASONS PLACE, SUITE 510B
CITY : ETOBICOKE PROV: ON POSTAL CODE: M9B 6H7
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
AVONLEA-DREWRY HOLDINGS INC.

09 ADDRESS : P.O. BOX 8 CALEDON EAST
CITY : CALEDON PROV: ON POSTAL CODE: L7C 3L8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

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12
GENERAL COLLATERAL DESCRIPTION

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14
15
16 AGENT: DENTONS CANADA LLP (AF/MKOLAPAK)
17 ADDRESS : 77 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5K 0A1

This is Exhibit 9 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.

Jennifer Marie Woods

A Notary Public in and for the State of Texas



Search ID #: Z14632272

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #: 118-131809-SBABE

Search ID #: Z14632272

Date of Search: 2022-Jan-27

Time of Search: 07:14:33

Business Debtor Search For:

THE CLINIC NETWORK CANADA INC.

Exact Result(s) Only Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



Search ID #: Z14632272

Business Debtor Search For:

THE CLINIC NETWORK CANADA INC.

Search ID #: Z14632272

Date of Search: 2022-Jan-27

Time of Search: 07:14:33

Registration Number: 19050131205

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-May-01

Registration Status: Current

Expiry Date: 2024-May-01 23:59:59

Exact Match on:

Debtor

No: 1

Debtor(s)

Block

Status

Current

1 THE CLINIC NETWORK CANADA INC.
10 FOUR SEASONS PLACE, SUITE 510B
ETOBICOKE, ON M9B 6H7

Secured Party / Parties

Block

Status

Current

1 AVONLEA-DREWRY HOLDINGS INC.
P.O. BOX 6 CALEDON EAST
CALEDON, ON L7C 3L8

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property of the Debtor.

Current

Search ID #: Z14632272

Business Debtor Search For:

THE CLINIC NETWORK CANADA INC.

Search ID #: Z14632272

Date of Search: 2022-Jan-27

Time of Search: 07:14:33

Registration Number: 21033135309

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Mar-31

Registration Status: Current

Expiry Date: 2026-Mar-31 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 THE CLINIC NETWORK CANADA INC.
10 FOUR SEASONS PLACE, SUITE 510B
TORONTO, ON M9B 6H7

Current

Secured Party / Parties

Block

Status

1 CURA-CAN HEALTH CORP.
10 FOUR SEASONS PLACE, SUITE 510B
TORONTO, ON M9B 6H7
Email: steeleconsult@aol.com

Current

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property of the Debtor.

Current

Search ID #: Z14632272

Business Debtor Search For:

THE CLINIC NETWORK CANADA INC.

Search ID #: Z14632272

Date of Search: 2022-Jan-27

Time of Search: 07:14:33

Registration Number: 21110416534

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-Nov-04

Registration Status: Current

Expiry Date: 2025-Nov-04 23:59:59

Exact Match on: Debtor No: 1

Debtor(s)

Block

Status

1 THE CLINIC NETWORK CANADA INC.
10 FOUR SEASONS PLACE, SUITE 510B
ETOBICOKE, ON M9B 6H7

Current

Secured Party / Parties

Block

Status

1 AVONLEA-DREWRY HOLDINGS INC., AS AGENT
P.O. BOX 6 CALEDON EAST
CALEDON, ON L7C 3L8
Email: ddozzo@capforminc.com

Current

Collateral: General

Block

Description

Status

1 All present and after-acquired personal property of the Debtor.

Current

Result Complete

Business Debtor

Search by Business Debtor

Date: 2022-01-27
 Time: 8:15:45 a.m.
 Transaction Number: 10262926804

Business Name: THE CLINIC NETWORK
 CANADA INC.

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. The Clinic Network Canada Inc.	2

1. The Clinic Network Canada Inc.

1.1 The Clinic Network Canada Inc.: Registration 202119813001 (2021-11-04 12:35:44 p.m.)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2025-05-01
Debtor Address	10 Four Seasons Place, Suite 510B Etobicoke, ON Canada M9B 6H7
Secured Parties (party code, name, address)	Avonlea-Drewry Holdings Inc., as Agent P.O. Box 6 Caledon East Caledon, ON Canada L7C 3L8
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 202119831611 (2021-11-04 2:58:19 p.m.) Sections Changed: Business Debtors

1.2 The Clinic Network Canada Inc.: Registration 201907062908 (2019-05-01 3:38:27 p.m.)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2024-05-01
Debtor Address	10 Four Seasons Place, Suite 510B Etobicoke, ON Canada M9B 6H7
Secured Parties (party code, name, address)	Avonlea-Drewry Holdings Inc. P.O. Box 8 Caledon East Caledon, ON Canada L7C 3L8
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.

END OF EXACT MATCHES

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/27/2022
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 09:14:04
ACCOUNT : 009233-0001 FAMILY : 2 OF 3 ENQUIRY PAGE : 2 OF 3
FILE CURRENCY : 26JAN 2022
SEARCH : BD : THE CLINIC NETWORK CANADA INC.

00 FILE NUMBER : 771152733 EXPIRY DATE : 01APR 2026 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20210401 1226 1793 9755 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: THE CLINIC NETWORK CANADA INC.

OCN :
04 ADDRESS : 10 FOUR SEASONS PLACE, SUITE 510B
CITY : TORONTO PROV: ON POSTAL CODE: M9B6H7
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
CURA-CAN HEALTH CORP.

09 ADDRESS : 10 FOUR SEASONS PLACE, SUITE 510B
CITY : TORONTO PROV: ON POSTAL CODE: M9B6H7
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: ELDOR-WAL REGISTRATIONS LTD.

17 ADDRESS : 1200, 10123 99 ST NW
CITY : EDMONTON PROV: AB POSTAL CODE: T5J3H1

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/27/2022
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 09:14:07
ACCOUNT : 009233-0001 FAMILY : 3 OF 3 ENQUIRY PAGE : 3 OF 3
FILE CURRENCY : 26JAN 2022
SEARCH : BD : THE CLINIC NETWORK CANADA INC.

00 FILE NUMBER : 777960261 EXPIRY DATE : 04NOV 2026 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20211104 1337 1793 5313 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: THE CLINIC NETWORK CANADA INC.

OCN :
04 ADDRESS : 10 FOUR SEASONS PLACE, SUITE 510B
CITY : ETOBICOKE PROV: ON POSTAL CODE: M9B6H7
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :

AVONLEA-DREWRY HOLDINGS INC., AS AGENT
09 ADDRESS : P.O. BOX 6 CALEDON EAST
CITY : CALEDON PROV: ON POSTAL CODE: L7C3L8
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT: ELDOR-WAL REGISTRATIONS LTD.
17 ADDRESS : 1200, 10123 99 ST NW
CITY : EDMONTON PROV: AB POSTAL CODE: T5J3H1

END OF REPORT

Search ID #: Z14632296

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #: 118-131809-AC1354

Search ID #: Z14632296

Date of Search: 2022-Jan-27

Time of Search: 07:35:16

Business Debtor Search For:

9937340 CANADA INC.

No Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

Result Complete



Business Debtor

Search by Business Debtor

Date: 2022-01-27

Time: 8:35:40 a.m.

Transaction Number: 10262927001

Business Name: 9937340 CANADA INC.

0 exact matches were found.

0 similar matches were found.

Search ID #: Z14632298

Transmitting Party

ELDOR-WAL REGISTRATIONS (1987) LTD.

1200, 10123 99 st NW
EDMONTON, AB T5J 3H1

Party Code: 50073881

Phone #: 780 429 5969

Reference #: 118-131809-AC1354

Search ID #: Z14632298

Date of Search: 2022-Jan-27

Time of Search: 07:36:17

Business Debtor Search For:

9398252 CANADA INC.

No Result(s) Found

NOTE:

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

Result Complete



Business Debtor

Search by Business Debtor

Date: 2022-01-27

Time: 8:36:18 a.m.

Transaction Number: 10262927010

Business Name: 9398252 CANADA INC.

0 exact matches were found.

0 similar matches were found.

This is Exhibit 10 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.

Jennifer Marie Woods

A Notary Public in and for the State of Texas



AGENCY AGREEMENT

THIS AGENCY AGREEMENT (this "**Agreement**") is made as of April 15, 2020.

AMONG:

AVONLEA-DREWRY HOLDINGS INC.

(the "**Agent**", in its capacity as agent for and on behalf of the Holders)

- and -

Each of the holders listed on Schedule "C" hereto and which may become parties hereto pursuant to a joinder agreement (each a "**Holder**" and collectively, the "**Holders**")

-and-

THE CLINIC NETWORK CANADA INC.

(the "**Issuer**")

WHEREAS beginning on April 15, 2020, pursuant to a secured promissory note purchase agreement between the Issuer, the holders from time to time party thereto, and the Agent dated on or about the date hereof, as it may be amended, restated or replaced from time to time attached hereto as Schedule "A" (the "**Purchase Agreement**") the Issuer issued secured promissory notes to each of the Holders on the terms set out in the form of secured promissory note attached hereto as Schedule "B", as amended, restated or replaced from time to time by the Issuer (collectively, the "**Notes**" and each a "**Note**");

AND WHEREAS each of the Holders has agreed that it is in the best interest of each Holder to collectively appoint an agent to act for and on behalf of the Holders to, among other things: (i) take security over all of the present and hereafter acquired assets of the Issuer as security for the Outstanding Principal Obligations (collectively, the "**Security**"); and (ii) exercise the rights, remedies and entitlements afforded to the Holders under the Purchase Agreement, the Notes, the Security and/or this Agreement (collectively, the "**Documents**") or under Applicable Law (as such term is hereinafter defined) (an "**Action**");

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

1. Definitions

All terms used in this Agreement that are not defined herein shall have the meaning ascribed to such term in the Purchase Agreement. In this Agreement unless something in the subject matter or context is inconsistent therewith:

"**Agent**" has the meaning ascribed to such term in the preamble and includes successors and assigns of Avonlea-Drewry Holdings Inc.

"Applicable Law" means any international treaty, any domestic or foreign constitution or any supranational, regional, federal, provincial, territorial, state, municipal, tribal or local statute, law, ordinance, code, rule, regulation, order (including any consent decree or administrative order), applicable to, or any directive, guideline, policy having jurisdiction with respect to any specified Person, property, transaction or event or any of such Person's affairs, and any order, judgment, award or decree of any governmental entity, or arbitrator in any proceeding or action to which the Person in question is a party or by which such Person or any of its affairs is bound.

"Credit Facility" has the meaning set forth in Section 1.01(1)(d).

"Outstanding Principal Obligations" means at any time the sum of the aggregate principal amount outstanding and unpaid under the Notes at such time, including accrued but unpaid interest and associated fees (which, for greater certainty, is calculated after giving effect to any repayments in respect thereof).

"Person" means a natural person, partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity.

"Proportionate Share" in respect of any Holder means the Outstanding Principal Obligations of such Holder under its Note divided by the aggregate amount of the Outstanding Principal Obligations of all Holders under all of the then-outstanding Notes.

"Required Holders" means Holders holding greater than 66⅔% of the Outstanding Principal Obligations.

2. Authorization and Action

Each Holder hereby appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Documents, together with such powers as are reasonably incidental thereto, as are set out in or otherwise required by or ancillary to the performance of the Documents. As to any matters not expressly provided for by this Agreement, the Agent shall not be required to exercise any discretion or take any action or refrain from taking any action; provided, however, that the Agent shall act or refrain from acting (and shall be fully protected and indemnified by the Holders rateably in so acting or refraining from acting) upon the joint written instructions of the Required Holders. The Issuer shall not be concerned to inquire whether the powers which the Agent is purporting to exercise have become exercisable by appropriate authorization of the Holders (expressed or implied) or otherwise, and accordingly, insofar as the Issuer is concerned, the Agent shall for all purposes hereof be deemed to have authority from the Holders to exercise the powers and take the actions which are in fact exercised and taken by it.

3. Duties and Obligations

The Agent shall have no duties or responsibilities except those expressly provided for in the Documents. Neither the Agent nor any of its directors, officers, agents or employees shall be liable to any Holder for any action taken or omitted to be taken by it or them under or in connection with any Document except for its or their own gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Agent (a) may treat any Holder as the payee of amounts attributable to such Holder's rateable share under the Notes unless and until the Agent receives written notice of the assignment thereof signed by such Holder and the Agent receives written confirmation that such assignee is bound hereby as if it had been an original Holder party hereto, in each case in form satisfactory to the Agent, (b) may consult with legal counsel (including counsel for the Issuer), independent accountants and other experts selected by it

and shall not be liable to the Holders for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, and (c) the Agent shall incur no liability under or in respect of the Documents by acting upon any notice, consent, certificate, request, communication or instrument or writing (which may be by telephone, telecopier, electronic transmission, including in email or in pdf version, or telex) believed by it to be genuine and to be signed or sent or given by the proper party or parties or by acting upon any representation or warranty of the Issuer made or deemed to be made hereunder and the Agent shall be entitled to assume that such party has the authority of the Issuer to do so unless the Agent receives actual written notice to the contrary. Further, the Agent (i) does not make any warranty or representation to any Holder and shall not be responsible to any Holder for the accuracy or completeness of the documents, information or financial data made available to the Holders in connection with the negotiation of the Documents, or for any statements, warranties or representations (whether written or oral) made in or in connection with the Documents, and (ii) shall not be responsible to any Holder for the due authorization, execution, effectiveness, legality, validity, enforceability, genuineness, sufficiency or value of any of the Documents or any instrument or document furnished pursuant thereto.

4. Agent and Affiliates

If the Agent holds any Notes, it shall have the same rights and powers under the Documents as any other Holder and may exercise such rights and powers as though it were not the Agent; and the term "Holder" or "Holders" and "Required Holders" shall, unless otherwise expressly indicated, include the Agent in its capacity as Holder, if the Agent is a Holder.

5. Holder Credit Decision

It is understood and agreed by each Holder that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status, and nature of the Issuer. None of the Holders shall have any duties or responsibilities to any of the other Holders. Accordingly, each Holder represents and warrants to the Agent and each other Holder that it has made such independent investigation of the financial condition and affairs of the Issuer as such Holder considers appropriate in connection with the Notes and that it has not relied, and will not hereafter rely, on the Agent or any other Holder (a) to check or inquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Issuer under or in connection with the Notes or the transactions herein contemplated (whether or not such information has been or is hereafter distributed to such Holder by the Agent), or (b) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Issuer.

6. Pro Rata Treatment of Holders and Sharing

Except to the extent otherwise expressly provided for in this Agreement:

(1) The Security shall be held by the Agent for the rateable benefit of the Holders in accordance with its terms and shall rank *pari passu* (in accordance with their respective Proportionate Share) as among the Holders regardless of:

- (a) the date of execution, attachment, registration or perfection of any security agreement and/or security interest (including the Security) held by the Agent or any Holder; or

- (b) the date that any Note is issued to any Holder;
- (c) the date of default by the Issuer under any of the Notes or the Security;
- (d) security interests of the Agent in the assets of the Issuer arising prior to the date hereof pursuant to a Credit Facility Agreement made as of March 1, 2019, between the Agent (in its capacity as a lender to the Issuer) and the Issuer, as amended from time to time (the "**Credit Facility**"); or
- (e) any priority granted by any Applicable Law among the Holders;

(2) Any proceeds from any realization of the Security shall be applied to the Outstanding Principal Obligations owing to each Holder rateably and in accordance with their respective Proportionate Share (whether such Security is held in the name of the Agent, any other Person or in the name of any one or more of the Holders and without regard to any priority to which any Holder may otherwise be entitled under Applicable Law);

(3) The Issuer, the Agent and the Holders agree and acknowledge that the Agent holds a security interest in the assets of the Issuer pursuant to the Credit Facility and that such interests shall be subordinate to the Security;

(4) Each payment of fees shall be made by the Issuer to the Agent for the benefit of the Holders, rateably and in accordance with their respective Proportionate Share; and

(5) Each payment by the Issuer and all recoveries from realization of the Security on account of Outstanding Principal Obligations or interest thereon to the Agent shall be applied and distributed rateably on receipt by the Agent to the Holders in accordance with their respective Proportionate Share.

7. Knowledge and Required Action

Unless the Agent is also a Holder, the Agent shall not be deemed to have knowledge or notice of the occurrence of any Event of Default unless the Agent has received notice from a Holder or the Issuer specifying such Event of Default. In the event that the Agent receives such a notice, it shall give prompt notice thereof to the Holders. The Agent shall take such action with respect to such Event of Default as shall be directed by the Required Holders in accordance with this Agreement provided that, unless and until the Agent shall have received such direction the Agent may, but shall not be obliged to, take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable in the best interest of the Holders; and provided further that the Agent in any case shall not be required to take any such action which it determines to be contrary to the Documents or to any Applicable Law.

8. Request for Instructions

The Agent may at any time request instructions from the Required Holders with respect to any actions or approvals which, by the terms of any of the Documents, the Agent is permitted or required to take or to grant, and the Agent shall be absolutely entitled to refrain from taking any such action or to withhold any such approval and shall not be under any liability whatsoever as a result thereof until it shall have received such instructions from the Required Holders. No Holder shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting under the Documents in accordance with instructions from the Required Holders, as applicable. The Agent shall in all cases be fully justified in failing or refusing to take or continue any action under the Documents unless

it shall have received further assurances to its satisfaction from the Required Holders of their indemnification obligations against any and all liability and expense which may be incurred by it by reason of taking or continuing to take such action, and unless it shall be secured in respect thereof as it may deem appropriate. If and to the extent this Agreement or any other Document requires the Agent to act reasonably, each of the Holders agrees that it shall act reasonably in authorizing or directing the Agent in that regard.

9. Actions by Holders

(1) Any consent, approval (including without limitation any approval of or authorization for any amendment to any of the Documents), instruction, direction, or other expression of the Holders under any of the Documents may be obtained by the Agent pursuant to an instrument in writing signed in one or more counterparts by the Required Holders (which instrument in writing, for greater certainty, may be delivered by facsimile or email).

(2) An instrument in writing from the Required Holders or from all of the Holders, as applicable, (any such instrument in writing being an "**Approval Instrument**") shall be binding upon all of the Holders, and the Agent (subject to the provisions for its indemnity contained in this Agreement) shall be bound to give effect thereto accordingly. For greater certainty, to the extent so authorized in the Approval Instrument, the Agent shall be entitled (but not obligated) to execute and deliver on behalf of the Agent and all of the Holders, without the requirement for the execution by any other Holder or Holders, any consents, waivers, documents or instruments (including without limitation any amendment to any of the Documents) necessary or advisable in the opinion of the Agent to give effect to the matters approved by the Required Holders or all of the Holders, as the case may be, in any Approval Instrument.

(3) Each Holder agrees to be bound by a decision of the Required Holders to exercise the rights and remedies provided in the Documents. Each Holder shall, subject to Applicable Law, do all acts and things as may be necessary or reasonable to enable the Agent to act pursuant to any decision.

10. Payments by Agent or Issuer

For greater certainty, the following provisions shall apply to any and all payments made by the Agent to the Holders hereunder:

(1) The Agent shall be under no obligation to make any payment (whether in respect of Outstanding Principal Obligations, interest, fees or otherwise) to any Holder until such payment has been received from the Issuer or from any Action;

(2) If the Agent receives less than the full amount due on account of Outstanding Principal Obligations, interest, fees or other amounts owing by the Issuer under the Documents, then the Agent shall have no obligation to remit to any Holder any amount other than such Holder's Proportionate Share of the amount actually received by the Agent;

(3) The Agent acting reasonably shall, after consultation with the Holders in the case of any dispute, determine in all cases the amount of all payments to which each Holder is entitled and such determination shall, in the absence of manifest error, be binding and conclusive;

(4) Upon request, the Agent shall deliver a statement detailing any of the payments to the Holders referred to herein; and

(5) All payments by the Agent to a Holder hereunder shall be made to such Holder at its address set forth in the signature pages on this Agreement unless notice to the contrary is received by the Agent from such Holder.

11. Acknowledgements, Representations and Covenants of Holders

(1) Each Holder represents and warrants that it has the legal capacity to enter into this Agreement and to perform its respective obligations hereunder pursuant to its charter (if applicable) and Applicable Laws and has not violated its charter, constating documents or any Applicable Law, as applicable, by so doing.

(2) Each of the Holders acknowledges and confirms that in the event that the Agent does not receive payment in accordance with this Agreement, it shall not be the obligation of the Agent to maintain the Notes in good standing nor shall any Holder have recourse to the Agent in respect of any amounts owing to such Holder by the Issuer under the Documents.

(3) Each of the Holders acknowledges and confirms that it shall not, either directly or indirectly, commence any Action.

(4) Each Holder hereby acknowledges receipt of a copy of this Agreement and acknowledges that it is satisfied with the form and content of such document.

(5) Each Holder shall respond promptly to each request by the Agent for the consent, direction or other instructions of such Holder required hereunder.

12. Compensation, Additional Rights and Obligations of Agent

(1) In administering the Documents, the Issuer shall pay to the Agent: (i) the Agent's reasonable and documented fees incurred up and including the date hereof in connection with its review of the Documents; and (ii) from and after the date hereof, and while there are any Outstanding Principal Obligations, the Agent's reasonable costs, fees, expenses and disbursements incurred in connection with the observance of its obligations under the Documents (including all costs in respect of insurance premiums payable in connection with any policies of insurance maintained by the Agent which the Agent shall be entitled but not obligated to maintain in connection with the observance of its obligations under the Documents, provided that any such policy shall list the Holders as an additional loss payee or an additional insured, as applicable).

(2) In administering the Notes, the Agent may retain, at the expense of the Issuer, such legal counsel, auditors and other experts and agents as the Agent may select, in its sole discretion, acting reasonably and in good faith after consultation with the Holders.

(3) Except in its own right as a Holder (if the Agent is also a Holder), the Agent shall not be required to advance its own funds for any purpose, and in particular, shall not be required to pay with its own funds, any costs or expenses or other disbursements, nor shall it be required to pay with its own funds the fees of legal counsel, auditors, experts or agents engaged by it as permitted hereby.

13. Indemnifications

Each of the Holders agrees, severally and rateably in proportion to its Proportionate Share, and not jointly and severally, to indemnify the Agent, and each director, officer, and employee of the Agent (to the extent

not promptly reimbursed by the Issuer as required by subsection 12(1) above or by the terms of any of the other Documents), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Agent, director, officer or employee in any way relating to or arising out of the Documents or any action taken or omitted by the Agent, director, officer or employee under the Documents, provided that no Holder shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of the Agent resulting respectively from the gross negligence or wilful misconduct of the Agent, director, officer or employee. Without limiting the generality of the foregoing, each Holder agrees to reimburse the Agent, director, officer or employee promptly upon demand for its share (determined rateably as aforesaid) of any out of pocket expenses (including legal counsel fees) incurred by it or them in connection with the determination and preservation of any rights of the Agent or the Holders under, or the enforcement of, or legal advice in respect of rights or responsibilities under, the Documents, to the extent that the Agent or director, officer or employee is not promptly reimbursed for such expenses by the Issuer on demand.

14. Holder Loss or Damages

Notwithstanding any other provision hereof the Agent shall not, under any circumstances whatsoever, be obliged to pay to any Holder any amount of the loss or damages suffered by such Holder in respect of the Issuer, unless such loss or damages are caused by the gross negligence or wilful misconduct of the Agent.

15. Successor Agent

The Agent may, as hereinafter provided, resign at any time, in its sole discretion, by giving 30 days' prior written notice thereof to the Holders and to the Issuer; and the Agent may be removed at any time with or without cause by the Required Holders (excluding any Holder that may also be the Agent) upon 30 days' prior written notice to the Agent (with a copy thereof being sent to the Issuer). Upon any such resignation or removal, the Required Holders (with the approval of the Issuer so long as no Event of Default has occurred and is continuing, and has not been waived such approval not to be unreasonably withheld or delayed but without the consent of the Issuer if an Event of Default has occurred and is continuing and has not been waived) shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed by the Required Holders and accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation or the Required Holders' notice of termination and removal of the retiring Agent, then the retiring Agent may, on behalf of the Required Holders, appoint a successor Agent. Any such resignation or termination of the Agent shall be effective upon the date of appointment of a successor Agent which shall assume all of the rights, powers, privileges and duties of the retiring or removed Agent. Upon the appointment as Agent hereunder, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from any further duties and obligations under this Agreement. After any retiring Agent's resignation or removal hereunder as Agent, the provisions of this Agreement shall survive and enure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

16. Obligations Several, No Partnership

The Holders and each of them are acting severally, as principals, for all purposes relating to the Documents. Nothing contained herein and no action taken by any Holder, the Agent, or any other Person pursuant to this Agreement or any other Document shall constitute, or be deemed to constitute, the

Holders or any of them and the Agent or any of them as a partnership, association, joint venture or other associated group, either among themselves or in respect of the Issuer.

17. Acknowledgement of the Issuer

The Issuer hereby agrees that it will recognize the right of the Agent, appointed pursuant to the terms herein, to, on behalf of the Holders, (i) represent the collective interests of the Holders, (ii) take Security against certain property of the Issuer as security for the Outstanding Principal Obligations, and (iii) exercise any Action.

18. Further Assurances

Each party will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other parties may reasonably require (at the requesting party's cost) to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

19. Additional Holders

Any Person at any time required to become a party to this Agreement pursuant to a Note or otherwise shall become obligated as a Holder hereunder (as fully as though an original signatory hereto) by executing and delivering to the Agent that certain joinder agreement in the form attached hereto as Schedule "D".

20. Assignment

A Holder may assign all of its rights and obligations hereunder only in accordance with the Notes provided that such assignee first agrees to be bound by the terms of this Agreement. The Issuer shall always be entitled to assign, in whole or in part, its rights and obligations hereunder.

21. Entire Agreement

This Agreement (including the schedules hereto) constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and thereof and, except as expressly provided herein, this Agreement is not intended to and shall not confer upon any person other than the parties any rights or remedies hereunder.

22. Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Applicable Law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

23. Time

Time shall be of the essence of this Agreement.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract and the parties irrevocably attorn to the non-exclusive jurisdiction of the courts of Ontario.

25. Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by the Company, the Agent and the Required Holders.

26. Notices

All notices and other communications given or made pursuant hereto shall be given or made in accordance with the terms of the Notes and addressed:

- (i) to the Issuer at:
510B, 10 Four Seasons Place, Etobicoke, ON M9B 6H7
- (ii) to the Agent at:
P.O. Box 8 Caledon East
Caledon, ON L7C 3L8
- (iii) In the case of other Holders: The addresses provided in Schedule "C" or their applicable joinder agreements.

27. Expenses

Except as otherwise provided in this Agreement, each of the parties shall pay its respective legal, financial advisory, if any, and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

28. Independent Legal Advice

Each party to this Agreement acknowledges having been advised to obtain independent legal advice in connection with its entering into this Agreement and the completion of the transactions contemplated hereby and has either obtained such independent legal advice or hereby waives their right to obtain independent legal advice. Each party to this Agreement further acknowledges having been provided with a copy of this Agreement, and having been given a reasonable opportunity to obtain such advice prior to its execution.

29. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

30. Termination

This Agreement shall terminate and be of no further force or effect upon the repayment or conversion of all principal, interest and fees owing under the Notes. The Issuer's records of such principal, interest and fees owing shall be conclusive, absent manifest error. Upon the repayment or conversion of all principal, interest and fees owing under the Notes, the Holders hereby automatically authorize and direct the Agent and/or the Issuer (or any of their respective counsel or agents) to file such agreements, instruments, or other documents to effect the discharge of the Security or any registration or registrations in respect thereof. For greater certainty, in connection with any repayment or conversion of all principal, interest and fees owing under the Notes, the Issuer (or any third party) shall be under no obligation to request confirmations, releases, or discharges from any of the Holders with respect to such repayment or conversion.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.


THE CLINIC NETWORK CANADA INC., as Issuer

By: _____


Title: Wayne Cockburn
Name: President

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

AVONLEA-DREWRY HOLDINGS INC.

By: 
Title: David Dozzo
Name: Director

SCHEDULE A

PURCHASE AGREEMENT

See Attached

**SCHEDULE B
FORM OF CONVERTIBLE SECURED PROMISSORY NOTE**

See Attached

**SCHEDULE C
HOLDERS**

Closing on April 15, 2020

#	<u>Holder Name</u>	<u>Contact Details</u>	<u>Principal Amount of Note plus Loan Fee (CAD)</u>	<u>Amount Outstanding</u>	<u>Date</u>
1.	Avonlea-Drewry Holdings Inc.	P.O. Box 8 Caledon East Caledon, ON L7C 3L8 Att.: David Dozzo email: ddozzo@capforminc.com	\$330,000	\$330,000	April 15, 2020
	TOTAL:		CAD \$330,000		

Closing on May 1, 2020

#	<u>Holder Name</u>	<u>Contact Details</u>	<u>Principal Amount of Note (CAD Equivalent)</u>	<u>Amount Outstanding</u>	<u>Date</u>
1.	Chief Peguis Investment Corporation	200-1075 Portage Avenue Winnipeg, MB R3G 0R8 Att: Allan Park, CEO	\$110,000	\$110,000	May 1, 2020
	TOTAL:		CAD \$110,000		

Closing on June 24, 2020

#	<u>Holder Name</u>	<u>Contact Details</u>	<u>Principal Amount of Note (CAD Equivalent)</u>	<u>Amount Outstanding</u>	<u>Date</u>
2.	Jeffrey Smith Medicine Professional Corporation	314 Brooke Avenue Toronto, ON M5M 2L3 Att: Dr. Kevin Smith	\$55,000	\$55,000	June 24, 2020
	TOTAL:		CAD \$55,000		

Closing on June 24, 2020

#	<u>Holder Name</u>	<u>Contact Details</u>	<u>Principal Amount of Note (CAD Equivalent)</u>	<u>Amount Outstanding</u>	<u>Date</u>
3.	Kim Wei	1195 Crestdale Road Mississauga, ON L5H 1X6 Att: Mr. Kim Wei	\$165,000	\$165,000	August 28, 2020
	TOTAL:		CAD \$165,000		

**SCHEDULE D
JOINDER AGREEMENT**

(Agency Agreement)

THIS JOINDER AGREEMENT (the "**Joinder Agreement**") is dated as of _____,
by _____ ("**New Holder**").

WHEREAS pursuant to that certain secured promissory note purchase agreement dated as of [DATE] (as amended or otherwise modified from time to time, the "**Note**") issued by THE CLINIC NETWORK CANADA INC. (the "**Issuer**") in favour of the New Holder, and in connection with (i) that certain Agency Agreement dated as of April 15, 2020, among Avonlea-Drewery Holdings Inc. as agent (the "**Agent**") for the holders a party thereto from time to time (collectively, the "**Holder**s"), the Issuer, and the Holders (the "**Agency Agreement**"); and (ii) that certain general security agreement dated as of April 15, 2020 by the Issuer in favour of the Agent, the New Holder must execute and deliver this Joinder Agreement.

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the New Holder, the New Holder hereby agree as follows:

A. All capitalized terms used herein shall have the meanings assigned to them in the Note unless expressly defined to the contrary.

B. New Holder hereby enters into this Joinder Agreement in order to comply with the Note and the Agency Agreement and does so in consideration of the issuance of the Note, from which New Holder shall derive direct and indirect benefit.

C. New Holder shall be considered, and deemed to be, a Holder for all purposes of the Agency Agreement and hereby ratifies and confirms its obligations under the Agency Agreement (as fully as though an original signatory thereto).

D. New Holder shall be considered, and deemed to be, a Holder for all purposes of the Security Agreement.

E. This Joinder Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be binding upon New Holder and its successors and assigns.

F. The New Holder shall be entitled to deliver an executed facsimile or similar executed electronic copy of this Joinder Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned New Holder has executed and delivered this Joinder Agreement as of _____, _____.

[NEW HOLDER]

By: _____

Its: _____

Address:

This is Exhibit 11 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.

Jennifer Marie Woods
A Notary Public in and for the State of Texas



SUBORDINATION AGREEMENT

This Subordination Agreement, dated April 15, 2020 is made among:

AVONLEA-DREWRY HOLDINGS INC., in its capacity as agent for and on behalf of itself and the Senior Lenders (the "**Agent**")

and

AVONLEA-DREWRY HOLDINGS INC. (the "**Subordinator**")

and

THE CLINIC NETWORK CANADA INC. (the "**Debtor**")

WHEREAS:

A. The Debtor is and may further become indebted to the Senior Lenders from time to time pursuant to the or in connection with the Senior Indebtedness.

B. The Debtor has or may become indebted to the Subordinator from time to time pursuant to or in connection with the Subordinated Indebtedness.

C. The Debtor has executed and delivered or will execute and deliver to and in favour of the Agent and the Senior Lenders the Senior Documents to, *inter alia*, secure the indebtedness of the Debtor under the Note Purchase Agreement.

D. It is a condition of the Note Purchase Agreement that the Senior Lenders require the Subordinator to expressly subordinate the Subordinated Documents and the Subordinated Indebtedness to the Senior Documents and the Senior Indebtedness.

E. The Agent, the Subordinator and the Debtor wish to set forth their agreements with respect to the subordination of the Subordinated Indebtedness to the Senior Indebtedness and the subordination of the Subordinated Documents to the Senior Documents.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Subordinator, the Subordinator, the Agent, and the Debtor hereby agree as follows:

1. In this agreement, capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Note Purchase Agreement, and the following expressions used in this agreement shall have the following meanings:

"**Loan Documents**" has the meaning ascribed thereto in the Note Purchase Agreement;

"**Note Purchase Agreement**" means the Secured Promissory Note Purchase Agreement dated April 15, 2020 entered into by the Debtor, the Agent, and the Senior Lenders from time to time party thereto, as the same may be amended, modified, varied, restated or replaced from time to time;

"**Property**" means in respect of any person, its present and future property, assets and undertaking, both real and personal, tangible and intangible;

"Senior Documents" means the Note Purchase Agreement and all other present and future Loan Documents.

"Senior Indebtedness" means all present and future indebtedness, liabilities and obligations of the Debtor to the Agent and the Senior Lenders, whether direct or indirect, joint or several, matured or unmatured, absolute or contingent including without limitation all present and future indebtedness, liabilities and obligations of Debtor to the Agent and the Senior Lenders, arising under, out of, in connection with or in respect of the Senior Documents;

"Senior Lenders" means the holders of the notes issued pursuant to the Note Purchase Agreement;

"Subordinated Documents" means all present and future commitment letters, advisory letters, credit agreements, promissory notes, guarantees and other documents creating, guaranteeing, evidencing, securing or otherwise relating to the Subordinated Indebtedness; and

"Subordinated Indebtedness" means all present and future indebtedness, liabilities and obligations of the Debtor to the Subordinator, whether direct or indirect, joint or several, matured or unmatured, absolute or contingent including without limitation all present and future indebtedness, liabilities and obligations of Debtor to the Subordinator, arising under, out of, in connection with or in respect of the Subordinated Documents.

2. Subject to the terms of this agreement, the Subordinated Documents and Subordinated Indebtedness are hereby fully subordinated and postponed to and in favour of the Senior Documents and the Senior Indebtedness in all circumstances, to the extent of the Senior Indebtedness from time to time. The Agent shall have priority over the Subordinator in respect of all of the Property of every nature and kind now existing or hereafter acquired of the Debtor to discharge and satisfy the Senior Indebtedness, all in priority to any claim of the Subordinator.

3. The Subordinator shall at all times and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered every such further act, deed, transfer, assignment, assurance, proof of claim, direction, document or instrument as the Agent may reasonably require for the better accomplishing and effectuating of the purpose and intent of this agreement, including without limitation, the filing of a financing change statement under the *Personal Property Security Act* (Ontario), or the equivalent in any other jurisdiction, in order to reflect such subordination.

4. The Agent hereby consents to the Debtor incurring the Senior Indebtedness and delivering the Senior Documents and acknowledges the existence, validity and enforceability of the Senior Indebtedness and the Senior Documents. The subordinations contained in this agreement shall apply in all events and circumstances regardless of:

- (a) the date or dates or time or times of creation, execution, delivery, attachment, registration or perfection of any or all of the security interests, charges or hypothecary interests created by the Senior Documents or the Subordinator Documents;
- (b) the date or dates of the loan or loans or advance or advances made to the Debtor by the Agent or the Senior Lenders under the Senior Indebtedness or the Subordinator under the Subordinator Indebtedness;
- (c) the date or dates of any demand for, or acceleration of payment of either the Senior Indebtedness or the Subordinator Indebtedness;

- (d) the date or dates of any default by the Debtor under either or both of the Senior Documents or the Subordinator Documents;
- (e) any priority granted by any principle of law or by any statute;
- (f) the date of commencement of any enforcement proceedings under the Senior Documents or the Subordinator Documents;
- (g) the validity, invalidity, perfection, lack of perfection, enforceability or unenforceability of the Senior Documents or the Subordinator Documents;
- (h) the execution or delivery of, or any amendment to or termination of any existing or future agreement or other document evidencing, creating or related to the Senior Indebtedness, the Subordinator Indebtedness, the Senior Documents or Subordinator Documents;
- (i) any act or omission of the Agent, any Senior Lender, the Subordinator, the Debtor, any agent of any of them, or any other person; or
- (j) any other matter whatsoever.

The Subordinator agrees that any and all proceeds resulting from the enforcement or realization of any Subordinator Document and any and all proceeds received or receivable by the Subordinator from or in respect of the Debtor or the Debtor's assets including, without limitation, bankruptcy dividends, insurance proceeds, expropriation proceeds and proceeds derived from any compromise, reorganization, restructuring, arrangement, proposal or other adjustment of the Debtor's debt, shall be paid to the Agent and dealt with in such a manner as to give effect to the provisions of this agreement. The Subordinator further agrees that the priorities contained in this agreement shall extend to and include all principal, interest, fees, indemnity obligations, reimbursement obligations and costs (including costs of collection, legal fees and disbursements and fees and disbursements of any receiver, receiver and manager or agent) owing to the Subordinator.

5. As long as any Senior Indebtedness remains outstanding:

- (a) the Subordinator shall not, without the prior written consent of a majority of the Senior Lender's in number:
 - (i) exercise or seek to exercise any right or remedy with respect to any Subordinator Indebtedness or the Subordinator Documents, including any collection or enforcement right or remedy; or
 - (ii) institute any action or proceeding against the Debtor or any of its assets including without limitation any possession, sale or foreclosure action or proceeding; or
 - (iii) contest, protest or object to any enforcement proceeding or other action commenced by the Senior Lenders, any other exercise by the Senior Lenders of any right or remedy under any Senior Document or at law, or any application by any Lender of monies or proceeds; and

6. As long as any Senior Indebtedness remains outstanding or any Senior Lender is committed to extend any credit to or on behalf of the Debtor, the Subordinator shall not, without

the prior written consent of a majority of the Senior Lenders in number, assign or otherwise transfer, in whole or in part, any Subordinator Document or any interest therein to any person, or create, incur or permit to exist any security interest, lien, charge, hypothecary interest or other encumbrance whatsoever in or affecting any Subordinator Indebtedness or the Subordinator Documents in favour of any person unless:

- (a) such action is made expressly subject to this agreement; and
- (b) such person delivers a written agreement, in form and substance satisfactory to the Agent, to be bound by all provisions of this agreement.

The Agent, may assign, transfer and deliver to any transferee the whole or any part of the Senior Indebtedness, the Senior Documents or any other security, documents or instruments held by the Agent or any Senior Lender in respect thereof and no such assignment, transfer or delivery shall release the Subordinator from its obligations pursuant to this agreement. Such transferee shall be vested with all powers and rights of the Agent and the Senior Lenders under such security, documents or instruments but the Agent shall retain all rights and powers with respect to any security, documents or instruments not so assigned, transferred or delivered.

7. The Agent, is hereby authorized to collect and receive any dividends or other payments which may be payable to the Subordinator in the course of any receivership, bankruptcy, liquidation or winding-up of the Debtor or any similar proceeding and, in the event that the Senior Indebtedness at such time has not been paid in full, the Subordinator agrees to apply such dividends or other payments so collected to reduce the Senior Indebtedness.

8. This agreement is in addition to, not in substitution for and shall not be merged in any other agreement, security, document and instrument now or hereafter held by the Agent or any Senior Lender.

9. Nothing in this agreement shall confer any right on any person not a party to this agreement or amend any agreement between the Debtor and the Agent or the Debtor and the Subordinator.

10. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be amended, waived or modified in any manner except by written agreement signed by the Debtor and the Agent.

11. No failure by the Agent, the Subordinator or any Senior Lender to exercise any right, power, remedy or privilege (whether in whole or in part) shall operate as a waiver thereof. No single or partial exercise of any right, power, remedy or privilege shall preclude any other or further exercise thereof or the exercise of any further right, power or privilege. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently, and are not exclusive of any other rights or remedies provided by law.

12. If the Agent or any Senior Lender receives any payment on, or proceeds of any property or assets of the Debtor on account of any Senior Indebtedness and such payment or proceeds are subsequently invalidated, declared to be fraudulent or preferential, or required to be repaid to the Debtor, a trustee, receiver, receiver and manager or any other person under any applicable law, then to the extent of such payment or proceeds received by the Agent or any Senior Lender and are required to be repaid, the Senior Indebtedness, or such part thereof, intended to be satisfied by such payment or proceeds shall be revived and shall continue in full force and effect as if such payment or proceeds had not been received by the Agent or any such Senior Lender.

13. This agreement shall be construed in accordance with and governed by the laws of Ontario and for the purpose of legal proceedings this agreement shall be deemed to have been made in Ontario and to be performed there. The courts of Ontario shall have jurisdiction over all disputes which may arise under this agreement and the Subordinator hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts, provided that nothing herein shall prevent the Agent from proceeding at its election against the Subordinator in the courts of any other province, country or jurisdiction.

14. If one or more of the provisions of this agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired thereby.

15. Any notice, demand or other communication permitted or required to be given hereunder shall be given in writing and may be effectively given by delivering it to the following applicable address or by sending it by fax to such address. Any notice, demand or other communication so given prior to 5:00 p.m. (Toronto time) on a business day by personal delivery or by fax shall be deemed to have been given, received and made on such business day and, if so given after 5:00 p.m. (Toronto time) on a business day or on a day which is not a business day, such notice, demand or other communication shall be deemed to have been given, received and made on the next following business day. The addresses of the parties for the purposes hereof shall be:

(a) in the case of the Agent or the Subordinator, as follows:

P.O. Box 8 Caledon East
Caledon, ON L7C 3L8

Attention: David Dozzo
Email: ddozzo@capforminc.com

(b) in the case of the Debtor, as follows:

510B, 10 Four Seasons Place, Etobicoke, ON M9B 6H7

Attention Wayne Cockburn
Email: wayne.cockburn@theclinicnetwork.ca

From time to time, a party may notify the other, in accordance with the provisions hereof, of any change of address which thereafter, until changed by like notice, shall be the address of such party for all purposes of this agreement.

16. For the purposes of this agreement, words importing the singular shall include the plural and vice versa; and words importing gender shall include all genders.

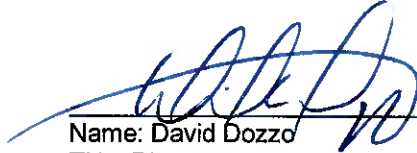
17. This agreement shall be binding on the Subordinator and its successors and assigns including any successor by reason of amalgamation and shall enure to the benefit of the Agent and the Senior Lenders and each of their respective successors and assigns.

18. This agreement may be executed and delivered in portable document format (pdf).

[Signature Page Follows]

DATED the 15th day of April, 2020.

AVONLEA-DREWRY HOLDINGS INC., as agent



Name: David Dozzo

Title: Director

I have authority to bind the corporation

AVONLEA-DREWRY HOLDINGS INC., as subordinator



Name: David Dozzo

Title: Director

I have authority to bind the corporation

THE CLINIC NETWORK CANADA INC., as debtor

Name: Wayne Cockburn

Title: President

I have authority to bind the corporation

DATED the 15th day of April, 2020.


AVONLEA-DREWRY HOLDINGS INC., as agent

Name: David Dozzo
Title: Director
I have authority to bind the corporation

AVONLEA-DREWRY HOLDINGS INC., as subordinator

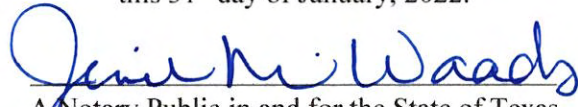
Name: David Dozzo
Title: Director
I have authority to bind the corporation

THE CLINIC NETWORK CANADA INC., as debtor



Name: Wayne Cockburn
Title: President
I have authority to bind the corporation

This is Exhibit 12 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.


A Notary Public in and for the State of Texas



RELEASE

TO: Pathway Health Corp. ("**Pathway**")

AND TO: The Clinic Network Canada Inc. ("**TCNC**")

AND TO: Canaccord Genuity Corp. ("**Cannaccord**")

AND TO: Miller Thomson LLP ("**MT**")

AND TO: Dentons Canada LLP ("**Dentons**")

FROM: Avonlea-Drewry Holdings Inc. (the "**Lender**")

DATE: T æ ÁF, 2021

RECITALS:

- A. On April 15, 2020 TCNC, as borrower, and the Lender, as lender and as agent for the purchasers, entered into a secured note purchase agreement (the "**Financing Agreement**" and, together with all other agreements and other documents entered into by the Lender with TCNC and Pathway in connection therewith, collectively, the "**Financing Documents**");
- B. As continuing security for the due payment and performance by TCNC under the Financing Agreement and the other Financing Documents, the Lender obtained certain mortgages, security interests, agreements, guarantees, postponements, assignments, share pledges and other security from TCNC and Pathway;
- C. On January 18, 2021, Pathway acquired all of the business and assets of TCNC (the "**Spin Out Transaction**") pursuant to the terms and conditions of an asset and share purchase agreement in consideration of \$35,717,657 which was paid by Pathway through the issuance of: i) 10,093,484 Class C Preferred Shares of Pathway (the "**Class C Shares**"); (ii) 41,545,226 Class D Preferred Shares (the "**Class D Shares**", and together with the Class C Shares, the "**Consideration Shares**"); (iii) the assumption of certain indebtedness and liabilities; and (iv) a non-interest bearing, demand promissory note in the aggregate principal amount of \$4,855,301 (the "**Valuation Note**");
- D. As continuing security for the due payment and performance by TCNC and Pathway (the "**Loan Parties**") under the Financing Agreement and the other Financing Documents following closing of the Spin Out Transaction, the Lender has obtained certain mortgages, security interests, agreements, guarantees, postponements, assignments, share pledges and other security from the Pathway (collectively, the "**Pathway Security**").
- E. Registrations have been made by the Lender at certain personal property registries, land titles offices or other real property registries or other similar registries in Canada, including, without limitation, the registrations set out in Schedule "A" attached hereto (together with all other registrations and recordings made by the Lender in respect of the Pathway Security in any other jurisdictions, collectively, the "**Pathway Registrations**").
- F. On January 29, 2021, Colson Capital Corp. ("**Colson**") entered into a definitive share exchange agreement (the "**Share Exchange Agreement**") with Pathway and each of its securityholders,

pursuant to which Colson agreed to acquire all of the issued and outstanding shares of Pathway in exchange for the issuance of common shares of Colson ("**Colson Shares**"), resulting in the reverse take-over of Colson by Pathway (the "**RTO Transaction**") to form the resulting issuer ("**Resulting Issuer**");

- G. The Lender has agreed to terminate and release Pathway and its direct and indirect subsidiaries, as such term is defined in the *Securities Act* (Ontario) (the "**Pathway Subsidiaries**") from the Financing Documents and to authorize the discharge of the Pathway Security and the Pathway Registrations at closing of the RTO Transaction (the "**Payout Date**") upon repayment by Pathway of the Valuation Note (the "**Payout Amount**") and the receipt by TCNC of the Colson Shares in exchange for the Consideration Shares (the "**Payout Shares**") pursuant to the terms and conditions of the Share Exchange Agreement;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lender hereby agrees, covenants, represents and warrants as follows:


1. The Lender has not assigned any of its interests in or to the Pathway Security and has full and absolute authority (i) over the Pathway Security and the Pathway Registrations, and (ii) to enter into, execute and deliver this Agreement.
2. Effective upon the Lender's receipt of confirmation of receipt by TCNC of (i) the Payout Amount and (vi) the Payout Shares, on the Payout Date:
 - (a) the Financing Documents to which Pathway or any of the Pathway Subsidiaries are parties, are hereby absolutely and irrevocably terminated and discharged and Pathway and the Pathway Subsidiaries are hereby released from all covenants and other obligations thereunder;
 - (b) the availability of all credit facilities and other credit availments under the Financing Documents to Pathway and the Pathway Subsidiaries are hereby absolutely and irrevocably cancelled and terminated;
 - (c) the Pathway Security, is hereby absolutely and irrevocably discharged and terminated;
 - (d) the Lender hereby irrevocably authorizes Pathway, Dentons, MT and each of their respective agents to prepare and file such financing change statements and other recordings necessary to discharge the Pathway Registrations, in each case at the sole cost and expense of Pathway; provided for certainty, registrations relating to TCNC shall not be discharged and shall rank in priority to any and all registrations made by the Lender against TCNC until all obligations owing to the Lender thereunder by TCNC have been satisfied and paid in full;
3. The Lender hereby agrees that it shall from time to time, at the reasonable request and sole cost of Pathway, execute and deliver such certificates, financing statements, financing change statements, discharges, statutory discharges, instruments and other documents and shall take and do all other reasonable actions, steps and things as may be necessary for the purpose of effectively discharging and terminating the Pathway Security and the Pathway Registrations, to the extent such the Pathway Security and the Pathway Registrations relate to Pathway or the Pathway

Subsidiaries or for the purpose of evidencing, establishing or recording the forgoing release and discharge.

4. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto hereby irrevocably submit and attorn to the jurisdiction of the courts of the Province of Ontario for all matters arising hereunder.
5. This Agreement shall be binding upon and will enure to the benefit of the Lender and the addressees hereof and their respective successors and assigns and may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. This Agreement may be executed by facsimile, PDF or other electronic signature as though that facsimile, PDF or other electronic signature were an original, handwritten signature.

IN WITNESS WHEREOF the Lender has executed this Agreement as of the date and year first above written.

AVONLEA-DREWRY HOLDINGS INC., as Lender

Per: 
2BD3235959EE4FA...
Name: David Dozzo
Title: Director

SCHEDULE "A"

REGISTRATIONS

PPSA DISCHARGES

Secured Party	Prov.	Debtor(s)	Registration No.
Avonlea-Drewry Holdings Inc.	AB	Pathway Health Corp.	21010520252
Avonlea-Drewry Holdings Inc.	MB	Pathway Health Corp.	202100201307
Avonlea-Drewry Holdings Inc.	ON	Pathway Health Corp.	20210106 1019 1793 4544
Avonlea-Drewry Holdings Inc.	SK	Pathway Health Corp.	302120394

This is Exhibit 13 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.

Jennifer Woods
A Notary Public in and for the State of Texas



Avonlea-Drewry Holdings Inc.
P.O. Box 8 Caledon East
Caledon ON L7C 3L8

June 10, 2021

The Clinic Network Canada Inc.
Suite 510B 10 Four Seasons Place
Etobicoke, ON M9B 6H7

Attention: Mr. Michael Steele, Director

RE: Guarantee provided by The Clinic Network Canada Inc. (the "Guarantor") in respect of Obligations of Cura-Can Health Corp. (the "Borrower") to Avonlea-Drewry Holdings Inc. (the "Lender")

We are sending this letter in connection with the amended and restated credit facility agreement dated as of January 18, 2021 (the "**Credit Facility Agreement**") pursuant to which the Lender and the Borrower executed a secured convertible grid promissory note dated June 24, 2020 in favour of the Lender (the "**Promissory Note**").

Reference is also made to the:

1. general security agreement between the Borrower and the Lender dated March 1, 2019;
2. amended and restated securities pledge agreement granted by the Borrower in favour of the Lender dated January 18, 2021;
3. guarantee granted by TCNC in favour of the Lender dated March 1, 2019 (the "**Guarantee**");
4. general security agreement between TCNC and the Lender dated March 1, 2019;
5. deed of moveable hypothec between TCNC and the Lender dated March 1, 2019;
6. amended and restated securities pledge agreement granted by Borrower in favour of the Lender dated January 18, 2021; and
7. securities pledge agreement granted by TCNC in favour of the Lender dated January 18, 2021,

(collectively, the "**Security**" and together with the Credit Facility Agreement and the Promissory Note, the "**Loan and Security Documents**").

The Borrower is in default of the Loan and Security Documents, including but not limited to by reason of failing to pay amounts owing pursuant to the Loan and Security Documents when due. For clarity, the foregoing is not an exhaustive list of all defaults committed by the Borrower and the Lender has not waived any defaults and reserves the right to exercise all remedies available to it under the Loan and Security Documents and otherwise at law.

As of May 31, 2021, pursuant to the Loan and Security Documents, the Borrower is indebted to the Lender in the amount of CAD\$15,855,230.38 (the "Indebtedness"). Demand has been made by the Lender upon the Borrower, for repayment of the Indebtedness in full.

Demand is hereby made upon the Guarantor for repayment of the full amount of the Indebtedness, in accordance with the terms of the Guarantee. Payment may be made by providing either a certified cheque or bank draft to the following address:

Avonlea-Drewry Holdings Inc.

P.O. Box 8 Caledon East
Caledon ON L7C 3L8

Attention: Mr. David Dozzo, Director

The Indebtedness continues to accrue interest and costs, including legal fees on a solicitor and own client full indemnity basis. Please note that the Indebtedness will continue to accrue interest at the rates agreed and to accrue costs until payment of all amounts owing is received.

If full payment as set forth above is not received by close of business June 21, 2021, the Lender will take whatever steps it deems appropriate to seek repayment of such amounts.

Please note that the Lender reserves its rights to proceed against the Borrower: (a) prior to the time stipulated above in the event that it determines that its position is further jeopardized; and (b) any time, or from time to time, after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

Enclosed with this letter is a Notice of Intention to Enforce Security, in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the 10-day notice period thereunder and consent to earlier enforcement of the Lender's security by the Lender, please endorse the notice where indicated and return it to the writer.

If you have any questions, please contact the undersigned.

AVONLEA-DREWRY HOLDINGS INC.



David Dozzo
Director

FORM 86

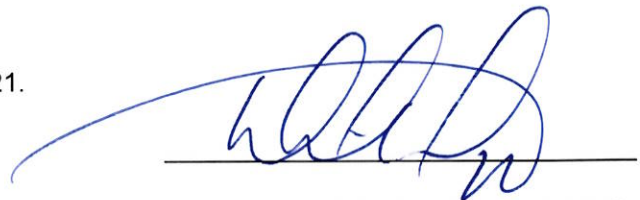
Notice of Intention to Enforce a Security
(Rule 124)

To: The Clinic Network Canada Inc., an insolvent person

Take notice that:

1. Avonlea-Drewry Holdings Inc. (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - (a) All present and after-acquired real and personal property of the insolvent person;
 - (b) All proceeds of the foregoing collateral.
2. The security that is to be enforced includes:
 - a. general security agreement, dated March 1, 2019;
 - b. deed of moveable hypothec, dated March 1, 2019; and
 - c. securities pledge agreement, dated January 18, 2021,(the "**Security**").
3. The total amount of indebtedness secured by the Security, as of May 31, 2021, is \$15,855,230.38, plus all costs, including legal costs on a solicitor and own client, full indemnity basis and expenses of the Secured Party in exercising its rights.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Calgary, Alberta, this 10th day of June, 2021.



AVONLEA-DREWRY HOLDINGS INC.

Per: David Dozzo
Director

CONSENT AND WAIVER

WE THE UNDERSIGNED hereby:

1. Acknowledge receipt of the Notice herein;
2. Waive the 10 days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and
3. Consent to the immediate enforcement by the Secured Party of the Security referred to herein.

DATED this _____ day of _____, 2021.

The Clinic Network Canada Inc.

Per: _____
Authorized Signatory
Name:
Title:

I have authority to bind the corporation.

Avonlea-Drewry Holdings Inc.
P.O. Box 8 Caledon East
Caledon ON L7C 3L8

June 10, 2021

Cura-Can Health Corp.
Suite 510B 10 Four Seasons Place
Etobicoke, ON M9B 6H7

Attention: Mr. Michael Steele, Chief Executive Officer

RE: Obligations of Cura-Can Health Corp. (the "Borrower") to Avonlea-Drewry Holdings Inc. (the "Lender")

We are sending this letter in connection with the amended and restated credit facility agreement dated as of January 18, 2021 (the "**Credit Facility Agreement**") pursuant to which the Lender and the Borrower executed a secured convertible grid promissory note dated June 24, 2020 in favour of the Lender (the "**Promissory Note**").

Reference is also made to the:

1. general security agreement between the Borrower and the Lender dated March 1, 2019;
2. amended and restated securities pledge agreement granted by the Borrower in favour of the Lender dated January 18, 2021;
3. guarantee granted by The Clinic Network Canada Inc. ("**TCNC**") in favour of the Lender dated March 1, 2019;
4. general security agreement between TCNC and the Lender dated March 1, 2019;
5. deed of moveable hypothec between TCNC and the Lender dated March 1, 2019; and
6. securities pledge agreement granted by TCNC in favour of the Lender dated January 18, 2021,

(collectively, the "**Security**" and together with the Credit Facility Agreement and the Promissory Note, the "**Loan and Security Documents**").

The Borrower is in default of the Loan and Security Documents, including but not limited to by reason of failing to pay amounts owing pursuant to the Loan and Security Documents when due. For clarity, the foregoing is not an exhaustive list of all defaults committed by the Borrower and the Lender does not waive any defaults and reserves the right to exercise all remedies available to it under the Loan and Security Documents and otherwise at law.

As of May 31, 2021, pursuant to the Loan and Security Documents, the Borrower is indebted to the Lender in the amount of CAD\$15,855,230.38 (the "**Indebtedness**"). Demand is hereby made upon the Borrower for repayment of the Indebtedness. Payment may be made by providing either a certified cheque or bank draft to the following address:

Avonlea-Drewry Holdings Inc.

P.O. Box 8 Caledon East
Caledon ON L7C 3L8

Attention: Mr. David Dozzo, Director

The Indebtedness continues to accrue interest and costs, including legal fees on a solicitor and own client full indemnity basis. Please note that the Indebtedness will continue to accrue interest at the rates agreed and to accrue costs until payment of all amounts owing is received.

If full payment as set forth above is not received by close of business June 21, 2021, the Lender will take whatever steps it deems appropriate to seek repayment of such amounts.

Please note that the Lender reserves its rights to proceed against the Borrower: (a) prior to the time stipulated above in the event that it determines that its position is further jeopardized; and (b) any time, or from time to time, after any dates stipulated above have passed, and in either case without the necessity of serving a new demand for payment.

Enclosed with this letter is a Notice of Intention to Enforce Security, in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). If you are prepared to waive the 10-day notice period thereunder and consent to earlier enforcement of the Lender's security by the Lender, please endorse the notice where indicated and return it to the writer.

If you have any questions, please contact the undersigned.

AVONLEA-DREWRY HOLDINGS INC.

A handwritten signature in blue ink, appearing to read 'David Dozzo', with a long, sweeping underline that extends to the left.

David Dozzo
Director

FORM 86

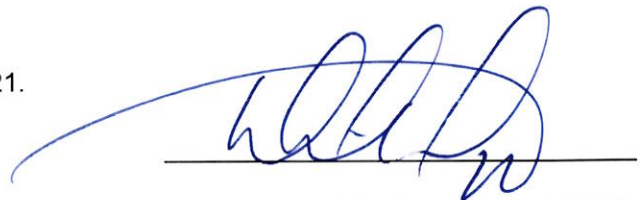
Notice of Intention to Enforce a Security
(Rule 124)

To: The Clinic Network Canada Inc., an insolvent person

Take notice that:

1. Avonlea-Drewry Holdings Inc. (the "**Secured Party**"), a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - (a) All present and after-acquired real and personal property of the insolvent person;
 - (b) All proceeds of the foregoing collateral.
2. The security that is to be enforced includes:
 - a. general security agreement, dated March 1, 2019;
 - b. deed of moveable hypothec, dated March 1, 2019; and
 - c. securities pledge agreement, dated January 18, 2021,(the "**Security**").
3. The total amount of indebtedness secured by the Security, as of May 31, 2021, is \$15,855,230.38, plus all costs, including legal costs on a solicitor and own client, full indemnity basis and expenses of the Secured Party in exercising its rights.
4. The secured creditor will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Calgary, Alberta, this 10th day of June, 2021.



AVONLEA-DREWRY HOLDINGS INC.

Per: David Dozzo
Director

CONSENT AND WAIVER

WE THE UNDERSIGNED hereby:

1. Acknowledge receipt of the Notice herein;
2. Waive the 10 days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and
3. Consent to the immediate enforcement by the Secured Party of the Security referred to herein.

DATED this _____ day of _____, 2021.

The Clinic Network Canada Inc.

Per: _____
Authorized Signatory
Name:
Title:

I have authority to bind the corporation.

This is Exhibit 14 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.

Jennifer Marie Woods

A Notary Public in and for the State of Texas



FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is dated this 30th day of June, 2021.

BETWEEN:

**AVONLEA-DREWRY HOLDINGS INC.
(the "Lender")**

-and-

**CURA-CAN HEALTH CORP.
("Cura-Can")**

-and-

**THE CLINIC NETWORK CANADA INC.
("TCNC")**

(the foregoing being the "**Parties**" and each a "**Party**", and the Parties, excepting the Lender, collectively being the "**Loan Parties**" and each a "**Loan Party**")

WHEREAS:

- A. the Parties entered into a credit facility agreement, dated March 1, 2019 as amended and restated on January 18, 2021, (the "**Credit Facility Agreement**");
- B. Cura-Can and the Lender executed a secured convertible grid promissory note, dated March 1, 2019 as amended and restated on June 24, 2020 (the "**Promissory Note**"), in favour of the Lender;
- C. in support of the repayment of the indebtedness of Cura-Can, TCNC has provided an unconditional and unlimited guarantee, dated March 1, 2019 (the "**TCNC Guarantee**");
- D. to secure its obligations to the Lender, Cura-Can provided to the Lender a General Security Agreement, dated March 1, 2019, charging all present and after-acquired property of Cura-Can, and a securities pledge agreement, dated March 1, 2019 as amended and restated on January 18, 2021, (collectively, the "**Cura-Can Security**");
- E. to secure its obligations to the Lender, TCNC provided to the Lender a general security agreement, dated March 1, 2019; a deed of moveable hypothec, dated March 1, 2019; and a securities pledge agreement, dated March 1, 2019 as amended and restated on January 18, 2021 (the "**TCNC Security**", together with the Cura-Can Security, on a non-exhaustive basis, the "**Security**");
- F. the terms of the indebtedness of the Loan Parties under the Credit Facility Agreement, Promissory Note, TCNC Guarantee and Security (together referred to as the "**Loan Documents**") includes that the indebtedness would be payable in full upon demand and demand has been made upon each of the Loan Parties;
- G. the Loan Parties are presently in default of the Loan Documents, including for failure to make payments as and when due under the Loan Documents (the "**Existing Default**");

- H. TCNC and Pathway Health Corp. ("**Pathway**") entered into a share and asset purchase agreement, dated January 18, 2021, pursuant to which Pathway acquired all of the business and operating assets of TCNC, which such transaction was approved by the Lender;
- I. on May 31, 2021, Colson Capital Corp. ("**Colson**") acquired all of the issued and outstanding securities of Pathway in exchange for common shares in the capital of Colson, pursuant to a share exchange agreement dated January 29, 2021 (the "**Pathway Transaction**"), which such shares are, or are expected to be, listed for trading on the TSX Venture Exchange (the "**PubCo Shares**");
- J. as a result of the Pathway Transaction, TCNC received 51,638,711 PubCo Shares;
- K. the Loan Parties advised the Lender that, as a result of escrow requirements imposed by the TSX Venture Exchange and certain third-party lock-up agreements in relation to the PubCo Shares, the Loan Parties would not be able to repay the amount owing to the Lender on or prior to the loan maturity date, which failure contributed to the Existing Default;
- L. the Loan Parties have requested that the Lender forbear from enforcement of the Security to provide them with a limited period of time in which to pay the outstanding indebtedness to the Lender; and
- M. the Lender has agreed to forbear from immediate enforcement of its rights under the Security upon the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1

ACKNOWLEDGEMENTS AND WAIVERS

1.1 Acknowledgements. The Loan Parties hereby acknowledge and agree that:

- (a) the facts as set out in the Recitals to this Agreement are true and accurate in all respects and the same are expressly incorporated into and form part of this Agreement;
- (b) the Loan Documents and all covenants, terms and provisions thereof shall be and continue to be in full force and effect and the Loan Documents are hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect, subject only to any amendments provided hereunder;
- (c) the Lender has not made any promises, other than the covenants and agreements specifically contained herein, and has not taken any action or omitted to take any action, that would constitute a waiver or estoppel of the Lender's rights to enforce the Security or pursue its remedies in respect of the Loan Documents;
- (d) the Credit Facility Agreement and Promissory Note are valid and binding and the Loan Parties are liable for all obligations owing to the Lender under the Credit Facility Agreement and Promissory Note, howsoever and wheresoever they arise, including all interest, fees, costs (including legal fees on a solicitor and its own client, full indemnity basis) and expenses incurred or accruing by the Lender and all other indebtedness of the Loan Parties to the Lender, including as may hereafter be advanced, charged or incurred;

- (e) the TCNC Guarantee is valid and binding upon TCNC, and TCNC is liable for all obligations owing to the Lender under the TCNC Guarantee, howsoever and wheresoever they arise, including all interest, fees, costs (including legal fees on a solicitor and its own client full indemnity basis) and expenses incurred or accruing by the Lender and all other indebtedness of TCNC to the Lender, including as may hereafter be advanced, charged or incurred;
- (f) the indebtedness of the Loan Parties, as of May 31, 2021, is the sum of CAD\$15,855,230.38, which amount continues to accrue interest, plus all ongoing professional fees, charges and costs for which the Loan Parties are liable (together, hereafter the "**Indebtedness**");
- (g) the Loan Parties are in default of their obligations to the Lender under the Loan Documents for reason of the Existing Default;
- (h) the Security:
 - i. has been duly granted by the Loan Parties in favour of the Lender and is valid, enforceable, and binding upon the Loan Parties in all respects;
 - ii. has been provided by the Loan Parties to the Lender to secure repayment and performance of all of their respective obligations to the Lender, without limitation, including the Indebtedness and all amounts now or in the future owing to the Lender; and
 - iii. has not been discharged, varied, waived or altered and each of the documents comprising the Security is valid, binding upon the Loan Parties and is enforceable against the Loan Parties in accordance with the terms thereof;
- (i) the Loan Parties were each duly served with a demand for repayment of the Indebtedness under their respective Loan Documents;
- (j) the Loan Parties were each duly served with a Notice of Intention to Enforce Security ("**NOI**") pursuant to section 244 of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3; ("**BIA**");
- (k) the Lender is entitled to exercise all rights and remedies pursuant to the Loan Documents or otherwise available at law against the Loan Parties forthwith and without any further notice;
- (l) the Loan Parties do not dispute the Loan Parties' liability to repay the Indebtedness on any basis and confirm all rights of the Lender are and shall remain in full force and effect; and
- (m) the Loan Parties hereby confirm that the Loan Parties have no rights of set off, damages, recoupment or other offset or any defense, claim or counterclaim with respect to the validity and enforceability of any of the Loan Documents.

1.2 **Release and Waiver.**

- (a) The Loan Parties hereby release and forever discharge the Lender and its respective affiliates, and their respective past, present and future employees, representatives, counsel, directors, officers, servants, agents, consultants, shareholders, assigns, insurers,

predecessors, and successors (collectively, the “**Releasees**”), of and from any and all manner of actions, causes of actions, suits, contracts, claims, demands, damages, losses, liabilities, costs, and expenses of any nature or kind whatsoever, whether known, unknown or discovered, suspected or unsuspected, whether at law or in equity, which the Loan Parties or any of them ever had or now have or hereafter can, shall or may have or by reason of any cause, matter or thing whatsoever existing up to the present time relating, whether directly or indirectly, to the Indebtedness, the Loan Documents, the Pathway Transaction or any errors or omissions of any of the Releasees with regard thereto;

- (b) The Loan Parties hereby waive against each of the Releasees any defence that the Loan Parties or any of them has or may have existing up to the present time to any present or future legal action or other enforcement brought by the Lender to collect the Indebtedness or enforce or realize upon the Loan Documents or the Security, whether said defence arises (and expressed through counterclaim, defence, or otherwise) by reason of any cause, matter, error, omission, neglect or thing caused or done, whether direct or indirect, by any of the Releasees existing as at the date of this Agreement relating to or arising, whether directly or indirectly, from the Indebtedness or the Loan Documents;
- (c) The Loan Parties hereby acknowledge that the Lender has not waived any of its rights in respect of the Existing Default and expressly reserves its right to rely on the Existing Default upon the occurrence of a Termination Event (as defined in this Agreement).
- (d) Each of the Loan Parties hereby agree that they shall be obligated to indemnify and hold the Releasees harmless with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, claims, legal costs on a solicitor and its own client full indemnity basis, expenses or disbursements of any kind or nature whatsoever incurred by the Releasees, or any of them, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding by, or on behalf of any person, including, without limitation, the Loan Parties, the respective officers, directors, agents, trustees, creditors, partners or shareholders of the Loan Parties, or any of their respective subsidiaries, whether threatened or initiated, in respect of any claim for legal or equitable remedy under any statute, regulation or common law principle arising from or in connection with the negotiation, preparation, execution, delivery, performance, administration and enforcement of the Loan Documents, this Agreement or any other document executed and/or delivered in connection herewith or therewith. The foregoing indemnity shall survive the termination of this Agreement, the Loan Documents, and the payment in full of the Indebtedness.

1.3 **No Protection Without Consent.** Each Loan Party covenants and agrees that it will not, without the prior express written consent of the Lender, make any filing or seek any protection (including a stay of proceedings) pursuant to the *BIA*, the *Companies’ Creditors Arrangement Act*, RSC 1985 c C-36 (the “**CCAA**”), the Business Corporations Act (or equivalent) of any Canadian province or of Canada (in any case, a “**BCA**”), any chapter or provision of the United States Bankruptcy Code (“**US Bankruptcy Code**”, without limitation including Chapter 11 or Chapter 15), or otherwise at law or in equity.

ARTICLE 2 **FORBEARANCE**

2.1 **Forbearance.** The Lender covenants and agrees, subject to the terms and conditions hereof, that it will take no action to:

- (a) appoint a receiver pursuant to the Security or otherwise enforce the Security against the Loan Parties;
- (b) seize any of the property, assets or undertaking of the Loan Parties;
- (c) commence or continue any proceeding or application in any court of competent jurisdiction including, without limitation, issuing claims against the Loan Parties, appointing of a receiver or receiver-manager in respect of the Loan Parties or any or all of its assets; or
- (d) issue any petition pursuant to the *BIA* or any other insolvency or corporate laws against the Loan Parties.

2.2 Forbearance Period. The forbearance of the Lender's rights pursuant to this Article 2 (the "**Forbearance Period**") shall remain in full force and effect until the earlier of any of the following events (each event hereinafter referred to as a "**Termination Event**"):

- (a) any default by a Loan Party, apart from the Existing Default, including, without limitation, the non-performance of any obligation of a Loan Party under any agreement with the Lender, which includes but is not limited to the Loan Documents and this Agreement;
- (b) any person or entity other than the Lender taking any step against or in respect of the Loan Parties or any of the Loan Parties' affiliates in the manner of making demand for payment, delivering notice of enforcement or legal action, serving any garnishment or requirement/enhanced requirement to pay;
- (c) the Lender acting reasonably deems any of the collateral subject to the Security to be in jeopardy, including for greater certainty, a diminution of the value of the PubCo Shares to less than the value of the Indebtedness at anytime during the Forbearance Period;
- (d) the Loan Parties or any one of them making an assignment in bankruptcy or any other assignment for the benefit of creditors, making any proposal or seeking any relief under the *BIA*, a *BCA*, the *CCAA*, the *Winding-Up and Restructuring Act (Canada)*, the US Bankruptcy Code, or any other bankruptcy, insolvency or analogous law in Canada, the United States or elsewhere, as the case may be;
- (e) any material adverse change arises to the Loan Parties, as determined by the Lender in its sole and absolute discretion;
- (f) any person or entity other than the Lender taking any other step described in Section 2.1 hereof; or
- (g) 4:00 p.m. (Calgary time) on June 30, 2022 (the "**Forbearance Date**").

Upon the occurrence of a Termination Event, and subject to applicable law, the Lender shall be at liberty to immediately take any action otherwise precluded under Article 2.1 hereof.

2.3 Forbearance Extension. If, in the Lender's sole and unfettered discretion, the Lender determines an extension of the Forbearance Date is warranted, the Lender may provide in writing to the Loan Parties (including by email, facsimile or any other written means), the Lender's confirmation of its agreement to an extension and the date and time the Forbearance Date has been extended to.

2.4 Termination Event. Upon the occurrence of a Termination Event:

- (a) the Lender may pursue all rights and remedies that the Lender has in connection with the Loan Documents as the Lender deems appropriate and to the extent permissible by law including, without limitation, applying to have signed and entered the Consent Orders, as defined at Article 3 herein;
- (b) the Loan Parties, unconditionally and irrevocably, agree to provide the Lender with such necessary consents as it may require in order to immediately enforce the Security including, without limitation, the consent of the Loan Parties to the appointment of a receiver, receiver-manager, interim receiver, inspector, administrator, trustee, trustee in bankruptcy, monitor or such like enforcement agent as may be appointed by the Lender under the Security or by virtue of an order of a court of competent jurisdiction, as the Lender may direct, in its sole and unfettered discretion; and
- (c) the Loan Parties unconditionally and irrevocably agree that any receiver, receiver-manager or interim receiver as may be appointed by the Lender, or under any court order is free to act concurrently or alternatively as a trustee in bankruptcy if the Lender requires the appointment of such a trustee, without conflict.

2.5 Remedies not Exhaustive. The foregoing remedies are not exhaustive and the Lender may in its sole discretion, elect to exercise some, none, or all of the foregoing remedies and such remedies may be exercised independently and in any order deemed necessary or advisable by the Lender upon the occurrence or during the continuation of any Termination Event.

ARTICLE 3 **CONSENT ORDERS**

- 3.1 Consent to Receivership.** Concurrently with this Agreement, the Loan Parties shall deliver to the Lender's solicitors an original executed form of Order from the Alberta Court of Queen's Bench appointing a receiver and manager over all of the undertaking, property, and assets of Cura-Can and TCNC, duly consented to and in a form acceptable to the Lender as attached to this Agreement as Schedules "A" and "B" (the "**Consent Receivership Orders**").
- 3.2 Consent Judgments.** Concurrently with this Agreement, the Loan Parties shall execute and provide to the Lender's solicitor an original executed form of judgment from the Alberta Court of Queen's Bench providing for judgment for the Indebtedness and all accrued and accruing interest, costs, and fees (including legal fees on a solicitor-client, full indemnity basis), duly consented to and in a form satisfactory to the Lender, substantially as attached to this Agreement as Schedule "C" (the "**Consent Judgments**").
- 3.3 Consent Orders.** The Consent Receivership Orders and Consent Judgments (together, the "**Consent Orders**") shall be held by the solicitors for the Lender in trust until the occurrence of a Termination Event at which time:
 - (a) the Lender, or the Lender's agent, is authorized by the Loan Parties to fill in all blanks appearing in the Consent Orders as the Lender deems fit in its sole discretion; provided, however, that the judgment amount entered shall be limited to the Indebtedness, plus any accrued interest, costs and fees owing by the Loan Parties, respectively, on the date of entry;
 - (b) the Lender, or the Lender's agent, in its sole and unfettered discretion and subject to applicable law, shall, after providing not less than three (3) business days' notice to the Loan Parties in writing, be at liberty to bring an application before the Alberta Court of

Queen's Bench at the Judicial Centre of Calgary to have one or more of the Consent Orders signed by a Justice or Master of the presiding Court (an "**Application**"), and may enter the Order or Orders as soon as convenient thereafter, and the Loan Parties hereby expressly waive the right to:

- i. receive any further notice of an Application; and
- ii. contest any Application or withdraw their consent thereto.

The Loan Parties acknowledge and agree that the Lender's unfettered and irrevocable right to exercise the relief as set forth in this Article is a fundamental and essential term of this Agreement and, but for this Agreement, the Lender would have brought proceedings to enforce the remedies contemplated in this Article immediately.

3.4 Judicial Centre. The Loan Parties acknowledge and agree that any action commenced by the Lender in respect of the Loan Parties may be started and carried on in the judicial centre of Calgary, Alberta. The Loan Parties hereby waive any right apply to transfer any judicial proceedings to another jurisdiction.

ARTICLE 4 **COVENANTS**

4.1 Loan Documents. The Loan Parties will continue to observe all of their respective covenants under the Loan Documents, including without limitation to make timely payments and meet all reporting obligations to the Lender as required therein, except as amended in this Agreement.

4.2 Payment of Interest. The Credit Facility Agreement and the Promissory Note is hereby amended such that all presently accrued outstanding interest and costs comprising a portion of the Indebtedness are capitalized as at May 31, 2021 and interest thereafter shall accrue on the total Indebtedness at the rate of 10% per annum, to be calculated and payable by Cura-Can to the Lender monthly in arrears on the last day of each month, or the next business day if the last day of the month is a Saturday, Sunday or statutory holiday.

4.3 Cura-Can Dividend to Shareholders. Subject to obtaining the shareholder approvals referenced in Article 4.4 hereof, Cura-Can will declare a capital dividend in the aggregate sum of CAD\$5,000,000 (the "**Cura-Can Dividend**") and deliver concurrently to each Class "A" common shareholder of Cura-Can a promissory note with the following attributes, or such other attributes as are reasonable in the discretion of the Lender in the circumstances (each a "**Dividend Note**"):

- (a) non-interest bearing;
- (b) unsecured;
- (c) payable on maturity being that date which is 12 months from the date of issuance;
- (d) face value equal to CDN\$5,000,000 divided by a fraction calculated as the number of Class "A" common shares held by the recipient shareholder as divided by the total number of Class "A" common shares of Cura-Can issued and outstanding at the date of declaration; and

- (e) repayable in cash or by way of the transfer of PubCo Shares at a deemed price equal to the 10-day volume average weighted price of the PubCo Shares for the 10 trading days immediately preceding the date of repayment.

4.4 New Lender Financing. As a condition precedent to the declaration and effectiveness of the Cura-Can Dividend, Cura-Can shall pursue shareholder approval and implementation of an offering, partial paydown of the Indebtedness, and new or amended financing arrangement with the Lender (the "**New Lender Financing**"), on the following basis:

- (a) by not later than September 30, 2021 Cura-Can shall call and duly constitute a meeting of its shareholders (the "**Cura-Can Meeting**") and thereat obtain the approval or ratification, as the case may be, of the proposed Cura-Can Dividend, the issuance of the Dividend Notes, New Lender Financing and this Agreement;
- (b) by not later than October 15, 2021, Cura-Can shall deliver offering documents to its shareholders setting out the terms and conditions of the offering and anticipated New Lender Financing;
- (c) by not later than November 15, 2021, Cura-Can shall deliver to the Lender evidence of duly executed subscription agreements and equivalent subscription proceeds, in immediately available Canadian funds, in an amount equal to or greater than twenty-five percent (25%) of the Indebtedness as at October 1, 2021; and
- (d) by not later than November 30, 2021, the Parties will execute definitive documentation for the New Lender Financing, on the terms and conditions, and subject to the Lender's sole discretion, as set out at Articles 4.5 and 4.7, hereof.

The Lender may, in its sole and absolute discretion, extend the dates provided in Article 4.4 hereof.

4.5 New Lender Financing Terms. The terms of the New Lender Financing shall include, but not be limited to:

- (a) all shareholders of record as of date of the Cura-Can Meeting may participate;
- (b) the maximum amount of the offering will be an amount equal to the Indebtedness as at October 1, 2021 and the minimum shall be equal to twenty-five percent (25%) of the Indebtedness as at October 1, 2021 (the "**Minimum Subscription Threshold**");
- (c) the minimum subscription per shareholder shall be \$25,000;
- (d) the financing shall be completed through the issuance of senior secured promissory notes (the "**New Notes**");
- (e) all subscribers for the New Notes shall rank equally in respect of the senior security;
- (f) the New Notes shall have a term of 12 months however, Cura-Can shall have a one-time option to extend the maturity date by up to 12 months, so long as no event of default has occurred or is continuing;
- (g) a commitment and loan fee equal to five percent (5%) of the principal amount of each New Note shall be added to the face-value of each New Note at the time of issuance;

- (h) interest shall accrue and be paid monthly in cash on the face-value of each New Note at a rate of fifteen percent (15%) calculated and compounded annually;
- (i) an exit fee equal to five percent (5%) of the face-value of each New Note as at the date of issuance will be payable at maturity or at the time of repayment;
- (j) all eligible shareholders may participate in the New Lender Financing equally, and any amounts not subscribed for will be offered to shareholders subscribing for the maximum amount permitted;
- (k) all proceeds of the New Lender Financing will be used to partially repay the Indebtedness and the Lender;
- (l) in the event that the Minimum Subscription Threshold is achieved, in connection with the partial repayment of the Indebtedness under subsection 4.5(k), the Lender will settle the remaining Indebtedness by way of a subscription for New Notes under the New Lender Financing; and
- (m) if the New Lender Financing does not result in subscribers purchasing New Notes in an amount at least equal to twenty-five percent (25%) of the Indebtedness as at the date of the notice to shareholders, the Offering will be cancelled.

4.6 Failure to Lend is a Termination Event. If, without limitation for any reason whatsoever, definitive documentation constituting the New Lender Financing is not executed by all of the Parties on or before the date set out at Article 4.4(d) hereof, such failure will constitute a Termination Event hereunder, regardless of any Party's or Parties' respective contributions or omissions in respect of the same.

4.7 No Obligation to Lend. The Lender agrees to work with the Loan Parties in good faith to negotiate and finalize the New Lender Financing, but the Loan Parties acknowledge and agree the Lender is under no obligation, and as a result of this Agreement shall not create any obligation, to commit to a new loan or financing arrangement, nor to extend any further credit to the Loan Parties. For certainty, the Lender will maintain at all times the absolute discretion as to whether to enter into and complete the New Lender Financing, and this Agreement is not a commitment to lend, regardless of whether the terms hereunder are fully complied with by the Loan Parties.

4.8 Repurchase of Shares. During the Forbearance Period, the Lender shall have the authority to direct Cura-Can to sell to a third-party purchaser identified by the Lender (or Cura-Can), or repurchase for cancellation, up to 1,289,619 Class "A" Common shares in the capital of Cura-Can registered in the name of "Alliance Trust Company ITF Canada Cannabis Corp." (the "**Share Purchase Transaction**"). If the Lender provides written notice to Cura-Can to complete a Share Purchase Transaction at anytime during the Forbearance Period, Cura-Can will use best efforts to complete such transaction within 10 Business Days of such written direction.

4.9 Access to Property and Reporting. The Loan Parties covenant as follows:

- (a) to give the Lender full and unrestricted access to all of the Loan Parties' property, assets, leases, lands, buildings and personal property, by which the Loan Parties carry on business, provided access shall be given upon reasonable notice (not needing to exceed 48 hours) and managed by the Lender and the Loan Parties so as not to unduly interfere with the Loan Parties' normal business operations;

- (b) to provide to the Lender upon written request access to and/or copies of all books, records, and accounting documents, including financial statements, supporting notes, analysis, working papers and related documents, relating to the finances, business and operations of the Loan Parties;
- (c) to supply to the Lender any information it requests and to instruct the Loan Parties' respective employees, agents, contractors, accountants, auditors and consultants to supply any such information;
- (d) to provide to the Lender upon written request updated reporting and specification of all cash outflows, including without limitation all regular and extraordinary payables, pre-paid amounts, deposit amounts, financial assistance, priority payables and encumbrances, Crown claims, source deductions, GST, HST and other tax payables, municipal and property taxes and other expenditures; and
- (e) to cooperate with the Lender in every way to facilitate accurate and timely reporting and access to information for the Lender's purposes of managing its financial risk.

4.10 No Sale of Property. Each Loan Party acknowledges and agrees that:

- (a) no property which is the subject of the Security will be sold by the Loan Parties or any of them outside the ordinary course of business, except in accordance with this Agreement or with the express prior written consent of the Lender;
- (b) should any property which is the subject of the Security, or any part thereof, be sold or conveyed, all proceeds of such sale will forthwith be paid to the Lender, to be applied by the Lender in its sole and unfettered discretion on account of the Indebtedness;
- (c) none of the Loan Parties will grant any additional security or charges as against any of their respective assets or undertaking, without the express prior written consent of the Lender;
- (d) it will give the Lender prompt written notice of the happening of any event which could adversely affect or impair the ability of the Lender to collect the Indebtedness or affect or impair the ability of the Lender to realize on the Security, or which may result in a material adverse change to any Loan Party's operations and/or financial position.

4.11 Prohibition on Debt. The Loan Parties shall not incur any short or long term debt, except as approved in writing by the Lender.

4.12 Costs. The Lender's costs and expenses (including legal fees on a solicitor and own client, full indemnity basis) in connection with the preparation and enforcement of this Agreement and the Loan Documents shall become part of the Indebtedness, and the Loan Parties agree and acknowledge that they are each liable to the Lender for those costs and that such liability is secured by the Security.

4.13 No Writs, etc. The Loan Parties shall ensure that no writs, executions, attachments, receivership proceedings, or proceedings under any bankruptcy, insolvency, reorganization, winding-up or similar legislation, is instituted against them or any of their respective property.

4.14 Priority Payments. In respect of priority payments, each Loan Party represents, warrants, covenants, and agrees that:

- (a) from and after the date of this Agreement it will remit, in accordance with legal requirements, (i) any statutory deemed trust amounts in favour of the Crown in Right of Canada or of any province that are required to be deducted from employees' wages, including, without limitation, amounts in respect of employment insurance, Canada Pension Plan, and income taxes; (ii) amounts payable in respect of Workers' Compensation, employment insurance, Canada Pension Plan, and income taxes with respect to employees; and (iii) all goods and services or sales taxes payable by it or its customers in connection with the retail sale of goods and services by it to such customers;
- (b) all remittances and payments described in subparagraph (a) are, as of the date hereof, current and in good standing or arrangements have been made and communicated to the Lender to bring such remittances and payments into good standing;
- (c) it shall provide to the Lender, at any time at the request of the Lender, a certificate or other evidence, in form and substance acceptable to the Lender, certifying that the remittances and payments described in subparagraph (a) are in good standing.

ARTICLE 5 **FORBEARANCE FEE**

- 5.1** **Fee.** In consideration of this Agreement, the Loan Parties agree to pay to the Lender a forbearance fee in an amount equal to 6.5% of the Indebtedness as of the date of this Agreement (the "**Forbearance Fee**"), to be earned by the Lender on a proportionate basis over the period of time from the date hereof to the Forbearance Date. For certainty, if a Termination Event occurs before the Forbearance Date, the amount of the Forbearance Fee will be pro-rated to reflect the shortened duration of the Forbearance Period. The Loan Parties agree that the Forbearance Fee shall be added to and become a part of the Indebtedness, subject to the Loan Documents, and secured by the Security.

ARTICLE 6 **REPRESENTATIONS AND WARRANTIES**

- 6.1** **Representations and Warranties of the Loan Parties.** The respective Loan Parties each hereby represent, warrant and agree that:
- (a) each of the Loan Parties that are corporations are validly existing and in good standing under the laws of their governing jurisdiction, they are duly registered in all other jurisdictions where the nature of their property or character of their businesses require registration and have all necessary power and authority to own their properties and carry on their business as presently carried on or as contemplated by this Agreement;
 - (b) the Loan Parties have full power, legal right and authority, and have taken all necessary action to be authorized, to enter into this Agreement and do all such acts and things as are required by this Agreement to be done, observed or performed in accordance with the terms hereof;
 - (c) none of the authorizations, executions or deliveries of this Agreement is in conflict with or contravention of the Loan Parties' articles, by-laws, other organization documents or resolutions of the Loan Parties' directors, shareholders, partners or trustees or the provisions of any other indenture, instrument, undertaking or other agreement to which it is a party or their properties or assets are bound; and

- (d) other than the Existing Default, no Termination Events are occurring under the Loan Documents.

6.2 Survival. The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by or on behalf of the Lender, and the representations and warranties in connection with the Loan Documents shall survive until the Loan Documents have been terminated in accordance with their respective terms.

ARTICLE 7 **TOLLING**

7.1 Extension of Limitation Period. Each Loan Party agrees that:

- (a) the Lender's rights shall not be affected in any way by the passage of any applicable limitation periods during the period beginning on the date of this Agreement and ending on the occurrence of a Termination Event (the "**Standstill Period**"), including, without limiting the generality of the foregoing, the limitation periods provided by federal or provincial limitations acts or similar statutes and periods governing delay provided under provincial rules of court (all of the foregoing limitation periods being a "**Limitation Period**"); and
- (b) for greater certainty, and in addition, in defence to any subsequent proceedings brought by the Lender against a Loan Party, the Loan Party shall not rely in any way, to the detriment of the Lender, on the passage of time during the Standstill Period, and the time that passes during the Standstill Period shall be deemed not to have passed in respect of the computation of any Limitation Period.

ARTICLE 8 **RETENTION OF CONSULTANTS**

8.1 Retention of Agents and Advisors. The Loan Parties acknowledge that the Lender may retain agents and advisors from time to time for the purpose of reviewing, reporting on, preserving and realizing upon the Loan Parties' business and property. The Loan Parties acknowledge that any agents retained by the Lender will be at the Loan Parties' expense, solely for the benefit of the Lender and will have no obligation to report or otherwise account to the Loan Parties or any of them.

8.2 Liability for Fees and Costs. The Loan Parties acknowledge and agree that they will be liable for the payment of the fees, disbursements, and costs of any agents and advisors as may be engaged by the Lender from time to time, and that these fees shall form part of the Indebtedness and be secured by the Security.

8.3 Lender May Pay Advisory Costs and Add to the Indebtedness. The Loan Parties agree that the Lender may pay the fees, disbursements, and costs of such agents as the Lender may engage, and thereafter debit the Loan Parties' accounts maintained with the Lender, thereby increasing the Indebtedness owing by the Loan Parties to the Lender by the amount of such fees, disbursements, and costs, and all such amounts will be added to the aggregate Indebtedness owing by the Loan Parties to the Lender, and will be subject to the Loan Documents.

8.4 Communication by the Lender. Each Loan Party hereby waives its rights to confidentiality in respect of all communications the Lender has in favour of, and hereby authorizes the Lender and any of the Lender's advisors and agents, to communicate with any shareholders, guarantors,

creditors or suppliers of any Loan Parties, any parties interested in providing financing to any Loan Party, any parties interested in purchasing assets of any Loan Party, any parties interested in purchasing the Lender's security and position, and any professionals retained by any of the foregoing (collectively, "**Interested Parties**") and each Loan Party shall provide such waivers and consents as may be required to ensure that the Interested Parties can fully and frankly discuss with the Lender and Financial Advisor all matters related to the Loan Parties and the Indebtedness.

ARTICLE 9 **MISCELLANEOUS**

- 9.1 Management of Lender's Financial Risk.** Each Loan Party hereby acknowledges and agrees that the implementation and performance of this Agreement is to facilitate the Lender's management of its financial risk. The parties hereto are working together to facilitate the Loan Parties' efforts to retire the Indebtedness of the Loan Parties to the Lender. The foregoing, including any exercises of the Lender's discretion hereunder, does not constitute any form of possession, management or control by the Lender in respect of the Loan Parties' business or operations.
- 9.2 Additional Security.** In the Lender's sole discretion, the Lender may at any time and from time to time request, and require delivery from the Loan Parties or either of them, any additional security or similar loan facility documentation, without limitation including a securities control agreement, for the purpose of better securing the Lender's position and recovery of the Indebtedness.
- 9.3 Confidentiality.** The Loan Parties acknowledge and agree that the existence and terms of this Agreement constitute privileged and confidential information and the Loan Parties shall not by any means whatsoever disclose, transmit, release, publish or disseminate to any other person in any fashion directly or indirectly the existence or any of the terms of this Agreement, save and except:
- (a) as expressly permitted in this Agreement;
 - (b) as required by law;
 - (c) as may be reasonably required for accounting and income tax purposes; or
 - (d) with the prior written consent of the Lender.
- 9.4 Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and may not be amended or modified except by written consent executed by all parties.
- 9.5 Rights Cumulative.** The Parties agree that all the rights and remedies of the Lender hereunder and under any agreement delivered pursuant hereto are cumulative and are in addition to, without prejudice to and shall not be deemed to exclude, any other right or remedy allowed to the Lender hereunder or any agreement delivered pursuant hereto or under the Loan Documents, except as specifically set out herein.
- 9.6 Idem.** The Parties agree that all rights and remedies of the Lender may be exercised concurrently.
- 9.7 Lender's Records.** The Loan Parties acknowledge that the Lender maintains accounts and records evidencing the borrowings of the Loan Parties, including all principal, interest, fees, costs and other amounts due and becoming due by the Loan Parties to the Lender, and agrees the

Lender's records do and shall constitute, in the absence of manifest error, conclusive proof of the Indebtedness of the Loan Parties to the Lender at any given time.

9.8 Legal Advice. Each Loan Party acknowledges and represents that it has carefully read this Agreement, it knows and understands its contents, it has received all information and advice it requires, including independent legal advice, relating to the Loan Documents, this Agreement, and the credit arrangements between the Loan Parties and the Lender generally, or expressly hereby waives the right to same, and in this regard: (a) acknowledges and consents to this Agreement; (b) voluntarily accepts the terms and conditions herein and (c) agrees to be bound by the provisions of this Agreement.

9.9 Acknowledgement of Guarantor. TCNC hereby acknowledges and affirms:

- (a) its obligations under the Guarantee continue without restriction, adjustment or limitation and the Guarantee remains in full force and effect as continuing security for Cura-Can's present and future indebtedness, liabilities and obligations to the Lender including, *inter alia*, those obligations set out in the Credit Facility Agreement, Promissory Note and Security; and
- (b) that nothing contained in this Agreement shall affect, limit, prejudice or impair the rights of the Lender as against the guarantor under the Guarantee and Loan Documents, nor shall create any merger of the rights of the Lender in respect of the guarantee, any agreements, security or collateral in relation to the Loan Documents, or any other loans of the Lender to or with the Loan Parties or parties affiliated with the Loan Parties or either of them.

9.10 Confirmation. Each Loan Party acknowledges receiving valuable consideration (the adequacy and sufficiency of which is specifically acknowledged) for its obligations hereunder and agrees that none of:

- (a) the terms of this Agreement;
- (b) nor any failure by the Lender to insist upon strict performance or observance of its rights set forth in this Agreement or the Loan Documents;
- (c) nor any waiver or amendment by the Lender of any such rights;

shall prejudice the Lender's rights under any or all of the Loan Documents or this Agreement, nor shall sustain or constitute any defence or estoppel in favour of the Loan Parties in respect of enforcement the Loan Documents.

9.11 Time of the Essence. Time shall be of the essence in this Agreement.

9.12 Notices. Any notices under this Agreement may be delivered by courier or email transmission to the Parties at the addresses set forth below and, where so given, shall be deemed received by the recipient on the same business day as delivered or transmitted if delivered or transmitted prior to 3:00 p.m. (Calgary time), otherwise on the next business day:

if to the Lender:

Avonlea-Drewry Holdings Inc.
P.O. Box 8 Caledon East

Caledon ON L7C 3L8
Attention:
E-mail:

with a copy to:

Aird & Berlis LLP
Brookfield Place, 181 Bay Street,
Suite 1800
Toronto Ontario Canada M5J 2T9

Attention: Harry M. Fogul
Email: hfogul@airdberlis.com

if to the Loan Parties:

Cura-Can Health Corp.
10 Four Seasons Place, Suite 510B
Etobicoke, Ontario, M9B 6H7

Attention: Michael Steele
E-mail: steeleconsult@aol.com

The Clinic Network Canada Inc.
10 Four Seasons Place, Suite 510B
Etobicoke, Ontario, M9B 6H7
Attention: Michael Steele
E-mail: steeleconsult@aol.com

with a copy to :

Dentons Canada LLP
15 Flr-850 2 Street SW
Calgary, AB T2P 0R8
Attention: James O'Sullivan
Email: james.osullivan@dentons.com

9.13 Applicable Law. This Agreement shall be governed by the laws of the Province of Alberta and the Parties hereby attorn to the non-exclusive jurisdiction of the courts of competent jurisdiction in the Province of Alberta located in the judicial district of Calgary.

9.14 No Amendment. Save as expressly provided in this Agreement, nothing in this Agreement is intended to alter, amend, modify or limit the existence or the effectiveness of any agreement between the Loan Parties and the Lender, including, without limitation, the Loan Documents.

9.15 Interpretation and Headings. In this Agreement:

- (a) headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (b) words importing the singular number include the plural and vice versa, and words importing gender include masculine, feminine and neuter;

- (c) references to “herein”, “hereunder”, and similar expressions shall be a reference to this Agreement and not to any particular section;
- (d) reference to a statute shall be deemed to refer to such statute and the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or the regulations made pursuant thereto; and
- (e) unless otherwise noted, all references to “Article” refer to an article, sub-article, paragraph or sub-paragraph of this Agreement, as the case may be.

9.16 Conflict. In the event that there is any conflict between the provisions of this Agreement and the Loan Documents, the provisions of this Agreement shall govern to the extent of the conflict.

9.17 Currency and Time References.

- (a) Unless otherwise noted, all references to currency shall be deemed to refer to Canadian Dollars.
- (b) Unless otherwise noted, all references to time shall be deemed to refer to Calgary, Alberta local time.

9.18 Severability. If any provision of any of this Agreement or the Loan Documents, or any part thereof, is found or determined to be invalid, illegal or unenforceable, such provision shall be severable and the remainder of this Agreement and the Loan Documents, as the case may be, shall be construed as if such invalid, illegal or unenforceable provision or part had been read down to the extent required to still give fullest and best effect to the remainder of the Agreement.

9.19 No Waiver. No provision of this Agreement shall be deemed waived by any course of conduct unless such waiver is in writing and signed by all parties, specifically stating that it is intended to modify this Agreement.

9.20 No Prior Waivers, Reinstatement or Release by Lender. Except as expressly set forth herein, the execution, delivery and effectiveness of this Agreement shall not directly or indirectly, (i) create any obligation to make any further extensions of credit or to continue to defer any enforcement action after the occurrence of any Termination Event; (ii) constitute a consent or waiver of any past, present or future violations of any provisions of the Loan Documents; (iii) amend, modify or operate as a waiver of any provision of the Loan Documents, as the case may be, or any right, power or remedy of the Lender; (iv) constitute a consent to any merger or other transaction or to any sale, restructuring or refinancing transaction, apart from as expressly set out herein; (v) constitute a course of dealing or other basis for altering the Loan Documents or any other contract or instrument. Except as expressly set forth herein, the Lender reserves all of its rights, powers and remedies under the Loan Documents and applicable law. All of the provisions of the Loan Documents, including without limitation, the time of the essence provisions, are hereby reiterated, and if ever waived, are hereby reinstated. This Agreement shall not be deemed or construed to be a satisfaction, restatement, novation or release of the Loan Documents, as the case may be.

9.21 Perfection of Security. All security interests in favour of Lender shall be registered or perfected in all such jurisdictions and against all such trade names as may be required, in the reasonable opinion of the Lender or its counsel, to preserve and protect the enforceability and priority of the Credit Facility Agreement, Promissory Note and Security.

9.22 Non-Performance of Covenants. If any Loan Party fails to perform any of its covenants or agreements hereunder, the Lender may itself, but shall not be obliged to, perform or cause to be performed the same and all reasonable expenses incurred or payments made by the Lender in so doing shall be paid by the Loan Party to the Lender forthwith upon demand. Any such expenses or payments remaining unpaid after demand shall bear interest at the rates agreed to pursuant to the Loan Documents, or this Agreement, as the case may be, from the date such expense or payment was incurred or made by the Lender until paid and shall be added to the Indebtedness and secured by the Security.

9.23 Successors and Assigns. This Agreement and Loan Documents shall be binding and enure to the benefit of each of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.


9.24 Assignment. The Loan Parties shall not assign any of their rights or obligations hereunder or thereunder, as the case may be, without the prior written consent of the Lender (which consent may be arbitrarily withheld). The Lender may, in its absolute discretion, assign, without notice to the Loan Parties and without the consent of the Loan Parties, to an assignee of its own choosing all or any interest of the Lender in all or any of the Loan Documents and this Agreement, and any document, security, Judgment or Court Order granted or arising pursuant to this Agreement.

9.25 Assurances. The Parties hereby covenant and agree to do such further and other things that the other party may reasonably request to give full or better effect to the provisions of this Agreement.

9.26 Execution. This Agreement may be executed in counterparts and delivered via emailed PDF (with duplicates to follow by ordinary post or delivery), and all counterparts when taken together, shall constitute one Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents effective the date first above written.

AVONLEA-DREWRY HOLDINGS INC.

Per:  _____
2BD3235959EE4FA...

Name: David Dozzo

Title: Director

I have authority to bind the corporation.

CURA-CAN HEALTH CORP.

Per:  _____
92D1F926651E4D4...

Name: Michael Steele

Title: Chief Executive Officer

I have authority to bind the corporation.

THE CLINIC NETWORK CANADA INC.

Per:  _____
92D1F926651E4D4...

Name: Michael Steele

Title: Director

I have authority to bind the corporation.

Schedule “ ” Consent Receivership Order Cura-Can

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE
PLAINTIFF
DEFENDANTS

COURT OF QUEEN'S BENCH OF ALBERTA
CALGARY
AVONLEA-DREWRY HOLDINGS INC.
**CURA-CAN HEALTH CORP. AND THE CLINIC
NETWORK CANADA INC.**

DOCUMENT
ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

CONSENT RECEIVERSHIP ORDER
Aird & Berlis LLP
Brookfield Place, 181 Bay Street,
Suite 1800
Toronto Ontario Canada M5J 2T9

Attention: Harry M. Fogul
Email: hfogul@airdberlis.com

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre, Calgary Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: _____

UPON the application of Avonlea-Drewry Holdings Inc. ("**Avonlea**") in respect of Cura-Can Health Corp. (the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of _____; and the Affidavit of Service of _____; **AND UPON** reading the consent of _____ to act as receiver and manager ("**Receiver**") of the Debtor, to be filed; **AND UPON** hearing counsel for Avonlea, and noting the consent as to form and content of the Debtor endorsed hereon, **AND UPON** reading the affidavit of execution, attached hereto;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the "Order") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA"), and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, _____ is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;



- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.
- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;



- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to retain for the unexpired term, assign, surrender, renegotiate, or terminate any lease or agreement related to the Property;
- (s) to collect the rents, profits and other receipts arising from the Property or any part thereof;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (u) to assign the Debtor into bankruptcy; and
- (v) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having



notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.



NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.



NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Receiver, or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Receiver or exercising any other remedy provided under such agreements or arrangements. The Receiver shall be entitled to the continued use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.



EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver



is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "Receiver's Charge") on the Property as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on



the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$_____ (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.



25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full



indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

WEBSITE

34. The Receiver shall establish and maintain a website in respect of these proceedings and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publically available; and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

35. Service of this Order shall be deemed good and sufficient by:

- (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (b) posting a copy of this Order on the Receiver's Website
- and service on any other person is hereby dispensed with.



36. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of Queen's Bench of Alberta

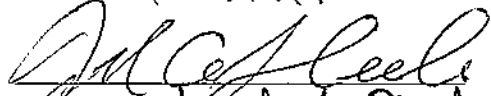
Consented to by CURA-CAN HEALTH CORP. this

29 day of June, 2021

Per:

Name:

Title:


Michael A. Stede
Director/CEO

I have authority to bind the corporation.



SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that _____, the receiver and manager (the "Receiver") of all of the assets, undertakings and properties of [DEBTOR'S NAME] appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the [day] day of [month], [year] (the "Order") made in action numbers [●], has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of [S], being part of the total principal sum of [S] that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ● day of each month] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of Bank of [●] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.



7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

_____, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____

Name:

Title:



AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Michael Steele, of the City of Caldera, in the Province of Ontario make oath and say:

1. I am a Director and Authorized Signatory of CURA-CAN HEALTH CORP. (the "Company") named in the within or annexed Consent Receivership Order.
2. I am authorized by the Company to execute the Consent Receivership Order and bind the Company to the terms therein.

The deponent Michael Steele was not physically present before me, but was linked with me utilizing video technology. I, Pavin Takhar confirm that while connected via video technology, Michael Steele had shown to me the front and back of his government-issued photo identity document and I am reasonably satisfied it is the same person and the document is valid and current. I confirm that I have reviewed each page of this affidavit with Michael Steele and verify that the pages are identical.

SWORN BEFORE ME, a lawyer in and for the)
Province of Alberta at the City of)
Calgary, in the Province of Alberta by two-way)
videoconferencing with the deponent who was at)
the City of Scottsdale in the State of Arizona in the)
United States of America this 29th day of)
June, 2021 on the basis of evidence provided to)
me that enabled me to verify the deponent's identity)
and confirm the contents of the document being)
executed.)



A Commissioner for Oaths
in and for the Province of Alberta

Pavin Takhar
Barrister & Solicitor



Michael Steele

AFFIDAVIT OF EXECUTION

CANADA) I, Pavin Takhar,
))
PROVINCE OF ALBERTA) of the City of Calgary,
))
) in the Province of Alberta,
TO WIT:))
) MAKE OATH AND SAY:
))

1. I was personally present via videoconference and did see Michael Steele on behalf of CURA-CAN HEALTH CORP. who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same.
2. That the same was executed at the City of Scottsdale, in the State of Arizona, and that I am the subscribing witness thereto.
3. That I believe the person whose signature I witnessed is at least the full age of eighteen (18) years.

Sworn before me at the City of Calgary,)
in the Province of Alberta, this 29th day of July,)
2021.)
))
))
))
))
))
))



A Commissioner for Oaths in and for Alberta

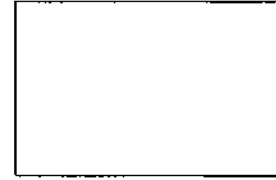
KRISTI WONG
Student-at-Law



Pavin Takhar
Barrister & Solicitor

Schedule "B" Consent Receivership Order TCNC

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE
PLAINTIFF
DEFENDANTS

COURT OF QUEEN'S BENCH OF ALBERTA
CALGARY
AVONLEA-DREWRY HOLDINGS INC.
CURA-CAN HEALTH CORP. AND THE CLINIC NETWORK CANADA INC.

DOCUMENT
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

CONSENT RECEIVERSHIP ORDER
Aird & Berlis LLP
Brookfield Place, 181 Bay Street,
Suite 1800
Toronto Ontario Canada M5J 2T9

Attention: Harry M. Fogul
Email: hfogul@airdberlis.com

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary Courts Centre, Calgary Alberta

NAME OF JUSTICE WHO MADE THIS ORDER: _____

UPON the application of Avonlea-Drewry Holdings Inc. ("**Avonlea**") in respect of **The Clinic Network Canada Inc.** (the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of _____; and the Affidavit of Service of _____; **AND UPON** reading the consent of _____ to act as receiver and manager ("**Receiver**") of the Debtor, to be filed; **AND UPON** hearing counsel for Avonlea, and noting the consent as to form and content of the Debtor endorsed hereon, **AND UPON** reading the affidavit of execution, attached hereto;



IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the notice of application for this order (the "**Order**") is hereby abridged and deemed good and sufficient and this application is properly returnable today.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), and section 13(2) of the *Judicature Act*, R.S.A. 2000, c.J-2, _____ is hereby appointed Receiver, without security, of all of the Debtor's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property,
 - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;



- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$_____, provided that the aggregate consideration for all such transactions does not exceed \$_____; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, R.S.A. 2000, c. P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;



- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c. L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to retain for the unexpired term, assign, surrender, renegotiate, or terminate any lease or agreement related to the Property;
- (s) to collect the rents, profits and other receipts arising from the Property or any part thereof;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (u) to assign the Debtor into bankruptcy; and
- (v) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having



notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.



NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with leave of this Court, provided, however, that this stay and suspension does not apply in respect of any "eligible financial contract" (as defined in the BIA), and further provided that nothing in this Order shall:
- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
 - (b) prevent the filing of any registration to preserve or perfect a security interest;
 - (c) prevent the registration of a claim for lien; or
 - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.



NO INTERFERENCE WITH THE RECEIVER

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Receiver, or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract (as defined in the BIA) from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
 - (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by the Receiver or exercising any other remedy provided under such agreements or arrangements. The Receiver shall be entitled to the continued use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.



EMPLOYEES

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c.47 ("**WEPPA**").
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver



is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,

- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

LIMITATION ON THE RECEIVER'S LIABILITY

17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on



the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$_____ (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.



25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

ALLOCATION

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full



indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

WEBSITE

34. The Receiver shall establish and maintain a website in respect of these proceedings and shall post there as soon as practicable:

- (a) all materials prescribed by statute or regulation to be made publically available; and
- (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

35. Service of this Order shall be deemed good and sufficient by:

- (a) serving the same on:
 - (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
- (b) posting a copy of this Order on the Receiver's Website

and service on any other person is hereby dispensed with.



36. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

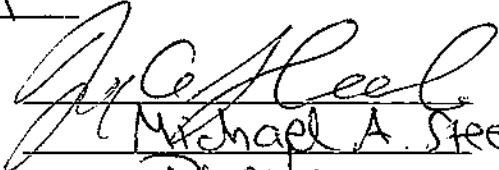
Justice of the Court of Queen's Bench of Alberta

Consented to by THE CLINIC NETWORK
CANADA INC. this 29 day of June,
2021

Per:

Name:

Title:


Michael A. Steele
Director

I have authority to bind the corporation.



SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that _____, the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of [DEBTOR'S NAME] appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "Court") dated the [day] day of [month], [year] (the "**Order**") made in action numbers [●], has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of [\$], being part of the total principal sum of [\$] that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ● day of each month] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of Bank of [●] from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at [●].
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.



7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

_____, solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: _____

Name:

Title:



AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Michael Steele, of the City of Caledon, in the Province of Ontario make oath and say:

1. I am a Director and Authorized Signatory of THE CLINIC NETWORK CANADA INC. (the "Company") named in the within or annexed Consent Receivership Order.
2. I am authorized by the Company to execute the Consent Receivership Order and bind the Company to the terms therein.

The deponent Michael Steele was not physically present before me, but was linked with me utilizing video technology. I, Pavin Takhar confirm that while connected via video technology, Michael Steele had shown to me the front and back of his government-issued photo identity document and I am reasonably satisfied it is the same person and the document is valid and current. I confirm that I have reviewed each page of this affidavit with Michael Steele and verify that the pages are identical.

SWORN BEFORE ME, a lawyer in and for the)
Province of Alberta at the City of)
Calgary, in the Province of Alberta by two-way)
videoconferencing with the deponent who was at)
the City of Scottsdale in the State of Arizona in the)
United States of America this 29th day of)
June, 2021 on the basis of evidence provided to)
me that enabled me to verify the deponent's identity)
and confirm the contents of the document being)
executed.)



A Commissioner for Oaths
in and for the Province of Alberta

Pavin Takhar
Barrister & Solicitor



Michael Steele

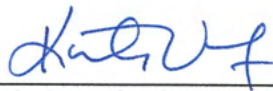


AFFIDAVIT OF EXECUTION

CANADA) I, Pavin Takhar,
) of the City of Calgary,
PROVINCE OF ALBERTA)
) in the Province of Alberta,
TO WIT:) MAKE OATH AND SAY:

1. I was personally present via videoconference and did see Michael Steele on behalf of THE CLINIC NETWORK CANADA INC. who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same.
2. That the same was executed at the City of Scottsdale, in the State of Arizona, and that I am the subscribing witness thereto.
3. That I believe the person whose signature I witnessed is at least the full age of eighteen (18) years.

Sworn before me at the City of Calgary,)
in the Province of Alberta, this 29th day of July,)
2021.)
))
))



A Commissioner for Oaths in and for Alberta

KRISTI WONG
Student-at-Law



Pavin Takhar
Barrister & Solicitor

Schedule "C" Consent Judgment

Clerk's stamp:

COURT FILE NUMBER

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

PLAINTIFF

AVONLEA-DREWRY HOLDINGS INC.

DEFENDANTS

**CURA-CAN HEALTH CORP. AND THE CLINIC
NETWORK CANADA INC.**

DOCUMENT

CONSENT JUDGMENT ORDER

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

Aird & Berlis LLP
Brookfield Place, 181 Bay Street,
Suite 1800
Toronto Ontario Canada M5J 2T9

Attention: Harry M. Fogul
Email: hfogul@airdberlis.com

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS
PRONOUNCED:

Calgary, Alberta

NAME OF MASTER/JUDGE WHO MADE
THIS ORDER:

ORDER

UPON the application of counsel for the Plaintiff, Avonlea-Drewry Holdings Inc. (the "**Plaintiff**") AND UPON noting the consent of the Defendant, Cura-Can Health Corp. (the "**Defendant**"), endorsed hereon; AND UPON reading the affidavit of execution, attached hereto;

IT IS HEREBY ORDERED THAT:

1. Judgment is hereby granted in favour of Plaintiff in the sum of \$ _____, as against the Defendant.
2. The Plaintiff is awarded its costs, on a solicitor and its own client full indemnity basis, in an amount to be assessed without the necessity of appointment.



3. Interest is awarded post-judgment in accordance with the provisions of the *Judgment Interest Act*, RSA 2000 c. J-1, as amended.

Master of the Court of Queen's Bench of Alberta

Consented to by CURA-CAN HEALTH
CORP. this 29 day of June, 2021

Per: _____

Name: _____

Title: _____

M.A. Steele
Michael A. Steele
Director, CEO

Witness: _____

Name: _____

P. K. Takhar

Pavin Takhar
Barrister & Solicitor

I have authority to bind the corporation.

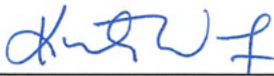


AFFIDAVIT OF EXECUTION

CANADA) I, Pavin Takhar,
PROVINCE OF ALBERTA) of the City of Calgary,
TO WIT:) in the Province of Alberta,
) MAKE OATH AND SAY:
)

1. I was personally present via videoconference and did see Michael Steele on behalf of CURA-CAN HEALTH CORP. who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same.
2. That the same was executed at the City of Scottsdale, in the State of Arizona, and that I am the subscribing witness thereto.
3. That I believe the person whose signature I witnessed is at least the full age of eighteen (18) years.

Sworn before me at the City of Calgary,)
in the Province of Alberta, this 29th day of July,)
2021.)
)
)
)
)
)



A Commissioner for Oaths in and for Alberta

KRISTI WONG
Student-at-Law



Pavin Takhar
Barrister & Solicitor

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Michael Steele, of the City of Caledon, in the Province of Ontario make oath and say:

1. I am a Director and Authorized Signatory of CURA-CAN HEALTH CORP. (the "Company") named in the within or annexed Consent Judgment.
2. I am authorized by the Company to execute the Consent Judgment and bind the Company to the terms therein.

The deponent Michael Steele was not physically present before me, but was linked with me utilizing video technology. I, Pavin Takhar confirm that while connected via video technology, Michael Steele had shown to me the front and back of his government-issued photo identity document and I am reasonably satisfied it is the same person and the document is valid and current. I confirm that I have reviewed each page of this affidavit with Michael Steele and verify that the pages are identical.

SWORN BEFORE ME, a lawyer in and for the)
Province of Alberta at the City of)
Calgary, in the Province of Alberta by two-way)
videoconferencing with the deponent who was at)
the City of Scottsdale in the State of Arizona in the)
United States of America this 29th day of)
June, 2021 on the basis of evidence provided to)
me that enabled me to verify the deponent's)
identity and confirm the contents of the document)
being executed.)



A Commissioner for Oaths
in and for the Province of Alberta

Pavin Takhar
Barrister & Solicitor



Michael Steele



Clerk's stamp:

COURT FILE NUMBER

COURT

JUDICIAL CENTRE

PLAINTIFF

DEFENDANTS

COURT OF QUEEN'S BENCH OF ALBERTA

CALGARY

AVONLEA-DREWRY HOLDINGS INC.

CURA-CAN HEALTH CORP. AND THE CLINIC NETWORK CANADA INC.

DOCUMENT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

CONSENT JUDGMENT ORDER

Aird & Berlis LLP
Brookfield Place, 181 Bay Street,
Suite 1800
Toronto Ontario Canada M5J 2T9

Attention: Harry M. Fogul
Email: hfogul@airdberlis.com

DATE ON WHICH ORDER WAS PRONOUNCED: _____

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

NAME OF MASTER/JUDGE WHO MADE THIS ORDER: _____

ORDER

UPON the application of counsel for the Plaintiff, Avonlea-Drewry Holdings Inc. (the "**Plaintiff**") AND UPON noting the consent of the Defendant, The Clinic Network Canada Inc. (the "**Defendant**"), endorsed hereon; AND UPON reading the affidavit of execution, attached hereto;

IT IS HEREBY ORDERED THAT:

1. Judgment is hereby granted in favour of Plaintiff in the sum of \$ _____, as against the Defendant.
2. The Plaintiff is awarded its costs, on a solicitor and its own client full indemnity basis, in an amount to be assessed without the necessity of appointment.



3. Interest is awarded post-judgment in accordance with the provisions of the *Judgment Interest Act*, RSA 2000 c. J-1, as amended.

Master of the Court of Queen's Bench of Alberta

Consented to by THE CLINIC NETWORK
CANADA INC. this 29 day of June
2021

Per: _____

Name _____

Title: _____

Michael A. Steele
Michael A. Steele
Director

Witness: _____

Name: _____

P. K. Takhar

Pavin Takhar
Barrister & Solicitor

I have authority to bind the corporation.



AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, Michael Steele, of the City of Caledon, in the Province of Ontario make oath and say:

1. I am a Director and Authorized Signatory of THE CLINIC NETWORK CANADA INC. (the "Company") named in the within or annexed Consent Judgment.
2. I am authorized by the Company to execute the Consent Judgment and bind the Company to the terms therein.

The deponent Michael Steele was not physically present before me, but was linked with me utilizing video technology. I, Pavin Takhar confirm that while connected via video technology, Michael Steele had shown to me the front and back of his government-issued photo identity document and I am reasonably satisfied it is the same person and the document is valid and current. I confirm that I have reviewed each page of this affidavit with Michael Steele and verify that the pages are identical.

SWORN BEFORE ME, a lawyer in and for the)
Province of Alberta at the City of)
Calgary, in the Province of Alberta by two-way)
videoconferencing with the deponent who was at)
the City of Scottsdale in the State of Arizona in the)
United States of America this 29th day of)
June, 2021 on the basis of evidence provided to)
me that enabled me to verify the deponent's)
identity and confirm the contents of the document)
being executed.)



A Commissioner for Oaths
in and for the Province of Alberta

Pavin Takhar
Barrister & Solicitor



Michael Steele



AFFIDAVIT OF EXECUTION

CANADA) I, Pavin Takhar,
PROVINCE OF ALBERTA) of the City of Calgary,
TO WIT:) in the Province of Alberta,
) MAKE OATH AND SAY:
)

1. I was personally present via videoconference and did see Michael Steele on behalf of THE CLINIC NETWORK CANADA INC. who on the basis of identification provided to me I believe to be the person named therein, duly sign and execute the same.
2. That the same was executed at the City of Scottsdale, in the State of Arizona, and that I am the subscribing witness thereto.
3. That I believe the person whose signature I witnessed is at least the full age of eighteen (18) years.

Sworn before me at the City of Calgary,)
in the Province of Alberta, this 29th day of July,)
2021.)
)
)
)
)
)



A Commissioner for Oaths in and for Alberta

KRISTI WONG
Student-at-Law



Pavin Takhar
Barrister & Solicitor

This is Exhibit 15 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.


A Notary Public in and for the State of Texas



Clerk's stamp:

COURT FILE NUMBER

COURT

JUDICIAL CENTRE

PLAINTIFF

DEFENDANTS

COURT OF QUEEN'S BENCH OF ALBERTA

CALGARY

AVONLEA-DREWRY HOLDINGS INC.

CURA-CAN HEALTH CORP. and
THE CLINIC NETWORK CANADA INC.

DOCUMENT

CONSENT TO ACT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

Aird & Berlis LLP
Brookfield Place, 181 Bay Street,
Suite 1800
Toronto Ontario Canada M5J 2T9
Attention: Harry M. Fogul
Email: hfogul@airdberlis.com

KPMG Inc., a licensed trustee, hereby consents to act as receiver and manager of Cura-Can Health Corp. and The Clinic Network Canada Inc. if so appointed by this Honourable Court.

DATED at the City of Calgary, in the Province of Alberta, this 26th day of January, 2022.

KPMG INC.



Per: _____

Name: Huey Lee, CIRP, LIT

Title: Senior Vice President

This is Exhibit 16 to the Affidavit
of David Dozzo sworn before me
this 31st day of January, 2022.

Jeni M. Woods
A Notary Public in and for the State of Texas

47379664.6

