

LOAN AGREEMENT

THIS AGREEMENT executed as of the 19th day of June, 2015, by and between:

MANITEX CAPITAL INC., a legal person existing under the laws of Canada, having its registered address at 16667 Hymus Boulevard, Kirkland, Québec H9H 4R9, herein acting and represented by Steve Saviuk, its President, duly authorized as he so declares;

(hereinafter called "Lender");

AND

ORTHO REGENERATIVE TECHNOLOGIES INC., a legal person existing under the laws of Canada, having its registered address at 16667 Hymus Boulevard, Kirkland, Québec H9H 4R9, herein acting and represented by Steve Saviuk, its President, duly authorized as he so declares;

(hereinafter called the "Borrower");

(hereinafter referred to individually as a "Party" and, collectively, as the "Parties")

AND IN WHICH INTERVENES

POLYVALOR, LIMITED PARTNERSHIP, a limited partnership duly constituted under the laws of Quebec, having its principal place of business at 3535 Queen Mary Road, Suite 220, Montreal, Quebec H3V 1H8, acting through its general partner **GESTION UNIVALOR, LIMITED PARTNERSHIP**, a limited partnership duly constituted and having its principal place of business at the same address, itself acting through its general partner **UNIVALOR INC.**, a corporation duly constituted and having its head office at the same address, represented herein by Jacques Simoneau, President and Chief Executive Officer, duly authorized as he so declares;

(hereinafter referred to as "Polyvalor");

WITNESSETH:

WHEREAS the Lender is prepared to advance an amount up to and not exceeding \$240,000 to the Borrower who wishes to borrow same, the terms and conditions of such advance being more fully set forth below;

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants of the Parties hereinafter set forth, the Parties hereto hereby agree as follows:

1. **DEFINED TERMS**

For the purposes of this Agreement, the following expressions shall have the following meanings:

- 1.1 "Business Day" means any day except Saturday, Sunday or a statutory holiday in the Province of Quebec;
- 1.2 "Event of Default" has the meaning set out in paragraph 4.1;
- 1.3 "Loan" has the meaning set out in paragraph 2.1;
- 1.4 "Person" means an individual, a legal or moral person, a corporation, a cooperative, a partnership, a trust, an unincorporated association or a governmental body;
- 1.5 "Repayment Amount" has the meaning set out in paragraph 3.1; and
- 1.6 "Successor Corporation" has the meaning set out in paragraph 5.1.

2. **LOAN AND INTEREST**

- 2.1 Subject to the terms and conditions hereof, the Lender hereby agrees to make available to the Borrower an aggregate amount of \$240,000 from which the Borrower may make drawdowns in increments of not less than \$50,000 (the "Loan"), with interest as set out in paragraph 2.3. For the purposes of any drawdown, the Borrower shall provide written notice to the Lender indicating the amount to be drawn down, the effective date of the drawdown (which must be at least ten (10) Business Days following the date of the notice), and the wire transfer coordinates for the delivery of the drawdown amount to the Borrower's financial institution.
- 2.2 The Borrower shall use the Loan for general corporate and operational purposes and for payables as they become due.
- 2.3 The Borrower shall pay interest of an annual rate of 8% on amounts drawn down from the Loan, such interest to accrue daily on the basis of a 365-day year on any such outstanding amounts commencing on the effective date of the drawdown and until complete repayment of the Loan. The accrued interest shall be paid by the Borrower concurrently with the repayment of the Loan.
- 2.4 The Borrower shall maintain at all times while the Loan is outstanding, a register in which shall be entered the amounts and the effective dates of each drawdown made by the Borrower hereunder.

3. **REPAYMENT**

- 3.1 The Borrower shall repay the Loan and all accrued interest (the "Repayment Amount") at the time of the first third party financing raised by the Borrower following the date hereof subject to such financing being in the amount of at least one million dollars (\$1,000,000) (such financing commonly referred to by the Parties as the "Bridge Round").
- 3.2 For the benefit of Polyvalor, the Borrower hereby acknowledges and agrees that it may not assign, transfer, mortgage, pledge, sell or otherwise dispose of the Assigned Intellectual Property (as this term is defined in the Intellectual Property Assignment and Technology Transfer Agreement entered into by the Corporation and Polyvalor as of June 19, 2015 (the "IP Agreement")) as contemplated by the IP Agreement for the purposes of or as a direct result of proceeding with the reimbursement of the Repayment Amount, any assignment, transfer, mortgage, pledge, sale or otherwise disposition of the Assigned Intellectual Property being subject to the terms, conditions and restrictions set forth in the IP Agreement.
- 3.3 It is understood by Polyvalor that for the purposes of the Bridge Round, the Corporation may, subject to the terms, conditions and restrictions set forth in the IP Agreement, be required to pledge, hypothecate or grant a security interest on the Assigned Intellectual Property, and any such pledge, hypothec or grant of a security interest carried out in compliance with the IP Agreement shall not be interpreted as non-compliance by the Corporation with paragraph 3.2.
- 3.4 In the event the Borrower does not repay the Loan pursuant to paragraph 3.1, the Borrower shall pay to the Lender the Repayment Amount on or before January 31, 2016, without presentation, demand, protest or other notice of any nature to which the Borrower hereby expressly renounces.
- 3.5 Upon payment of the Repayment Amount by the Borrower in accordance with paragraph 3.1, all obligations of the Borrower hereunder shall cease and it shall be discharged therefrom.
4. **DEFAULT**
- 4.1 Upon the occurrence of any one or more of the following events (an "Event of Default"):
- 4.1.1 the Borrower fails to pay the Repayment Amount in accordance with the terms hereof;
- 4.1.2 the Borrower becomes insolvent or bankrupt, a petition in bankruptcy is filed against the Borrower or the Borrower goes into liquidation or dissolution, either voluntarily or under an order of a court of competent jurisdiction, or otherwise acknowledges its insolvency or a liquidator, receiver, manager or trustee in bankruptcy is appointed with regard to the Borrower or its property;

- 4.1.3 the Corporation makes an assignment for the benefit of its creditors;
- 4.1.4 any proceedings under the *Companies' Creditors Arrangement Act (Canada)* (or any statute substituted therefor), or any similar statute, are commenced with respect to the Borrower; or
- 4.1.5 a judgment is executed against all or a significant portion of the Borrower's assets, the result of which would be materially negative to the Borrower;

then the Lender may in its entire discretion declare the Loan and any accrued interest to be due and payable and the same shall forthwith become immediately due and payable to the Lender without presentation, demand, protest or other notice of any nature to which the Borrower hereby expressly renounces, and the Borrower shall forthwith pay to the Lender the amount of the Loan and the interest then accrued.

- 4.2 No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law. All recourses of the Lender can be exercised independently or together. In addition, failure to exercise a recourse does not invalidate said recourse and shall not be interpreted as a waiver of any Event of Default.

5. CONSOLIDATION AND AMALGAMATION

- 5.1 The Borrower shall not consolidate, amalgamate or merge with any other corporation or transfer its enterprise and/or assets as a whole or substantially as a whole to another Person unless the corporation resulting from any such consolidation, amalgamation or merger or the Person to whom such transfer is made (herein referred to as the "Successor Corporation") as part of such consolidation, amalgamation, merger or transfer and in consideration thereof shall enter into a covenant with the Lender to pay when due the Loan and accrued interest hereunder, and to punctually perform and observe all the obligations of the Borrower hereunder and shall sign and execute all such other deeds and documents as may be necessary or advisable in relation to the foregoing.
- 5.2 In case of any consolidation, amalgamation or merger as aforesaid, or in case of such transfer of the undertaking and assets as a whole or substantially as a whole, the Successor Corporation, upon executing appropriate deeds and documents as provided in paragraph 5.1, shall succeed to and be substituted for the Borrower and shall be subject to each and every obligation of the Borrower hereunder.

6. NOTICES

- 6.1 Any notice to the Borrower sent in accordance with the provisions hereof shall be valid and effective if delivered by messenger or given by a prepaid registered letter addressed to the registered office of the Borrower located at 16667 Hymus Boulevard, Kirkland, Québec H9H 4R9 to the attention of Steve Saviuk, President, or if delivered by telecopier to (514) 694-0865 or by email with confirmation of reception to saviuk@valeopharma.com, or to such other coordinates of which the Borrower may, from time to time, advise the Lender in writing.
- 6.2 Unless herein otherwise expressly provided, any notice to be given hereunder to the Lender shall be valid and effective if delivered by messenger or given by a prepaid registered letter addressed to the registered office of the Lender located at 16667 Hymus Boulevard, Kirkland, Québec H9H 4R9 to the attention of Steve Saviuk, President, or if delivered by telecopier to (514) 694-0865 or by email with confirmation of reception to steve@manitexcapital.com, or to such other coordinates of which the Lender may, from time to time, advise the Borrower in writing.
- 6.3 Any such notice if delivered shall be deemed to have been given on the date on which it was delivered and if transmitted by telecopier or email shall be deemed to have been given on the Business Day next following the transmission thereof.
7. **GENERAL PROVISIONS**
- 7.1 All monetary amounts in this Agreement are stated in Canadian dollars.
- 7.2 All overdue Loan and interest payments hereunder shall bear interest at the same rate and on the same terms as interest on the Loan in respect of which interest is overdue, and be payable on demand, both before and after judgment.
- 7.3 The Parties hereto mutually covenant and agree that they shall sign and execute all such other deeds and documents and do such other things as may be necessary or desirable for more completely and effectually carrying out the terms and intentions of this Agreement.
- 7.4 No waiver of any provision of this Agreement or consent to any departure by the Borrower from any provision thereof is effective unless it is given in writing and signed by the Lender. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.
- 7.5 The Parties may not assign their respective rights and obligations hereunder. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective representatives and successors.
- 7.6 This Agreement shall be construed in accordance with and be governed by the law of the Province of Quebec and the law of Canada applicable therein.

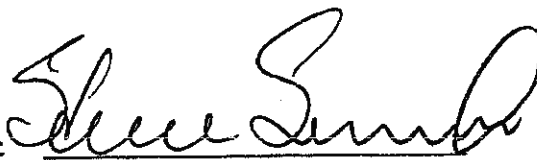
- 7.6 This Agreement shall be construed in accordance with and be governed by the law of the Province of Quebec and the law of Canada applicable therein.
- 7.7 The Parties hereto acknowledge that they have requested and are satisfied that this Agreement and related documents be drawn up in the English language. Les Parties aux présentes reconnaissent qu'elles ont exigé que la présente convention et tout document qui s'y rattache soient rédigés en anglais et s'en déclarent satisfaites.

IN WITNESS WHEREOF, the Parties hereto have signed as of the date first hereinabove mentioned.

MANITEX CAPITAL INC.

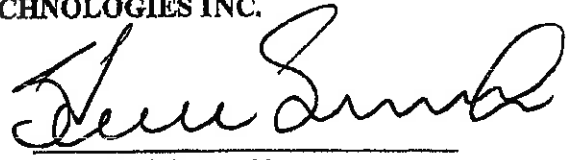
ORTHO REGENERATIVE
TECHNOLOGIES INC.

Per:



Steve Saviuk, President

Per:



Steve Saviuk, President

INTERVENOR

The undersigned, POLYVALOR, LIMITED PARTNERSHIP, having read this Agreement, hereby acknowledges and accepts the terms and conditions contained in this Agreement.

POLYVALOR, LIMITED PARTNERSHIP,
acting through its general partner Gestion
Univalor, Limited Partnership, itself
acting through its general partner, Univalor Inc.

Per:



Jacques Simoneau
President and Chief Executive Officer