

SHARE PURCHASE AMENDMENT AGREEMENT

THIS AGREEMENT made this 29th day of April, 2020.

BY AND A M O N G:

ALTMED CLINICAL CORP., a corporation existing under the laws of the Province of Ontario

(the “**Purchaser**”)

- and -

ROGER MCINTYRE, an individual resident in the Province of Ontario

(“**McIntyre**”)

- and -

KJK MEDICAL CLINIC INC., a corporation existing under the laws of the Province of Ontario

(“**KJK**”)

- and -

KEVIN KRATIUK, an individual resident in the Province of Ontario

(“**Kratiuk**” and, collectively with McIntyre and KJK, the “**Vendors**”)

- and -

ALTMED CAPITAL CORP., a corporation existing under the laws of the Province of British Columbia

(the “**Guarantor**” and, together with the Purchaser, “**Altmed**”)

WHEREAS the authorized share capital of Canadian Rapid Treatment Center of Excellence Inc. (the “**Corporation**”) consists of an unlimited number of common shares and an unlimited number of preference shares;

AND WHEREAS McIntyre is the registered and beneficial holder of 70 Common Shares (the “**McIntyre Purchased Shares**”);

AND WHEREAS KJK is the registered and beneficial holder of 10 Common Shares (the “**KJK Purchased Shares**”);

AND WHEREAS Kratiuk is the registered and beneficial holder of 20 Common Shares (the “**Kratiuk Purchased Shares**”, collectively with the McIntyre Purchased Shares and the KJK Purchased Shares, the “**Purchased Shares**”);

AND WHEREAS subject to the terms and conditions of the Share Purchase Agreement between

the Vendors, the Purchaser and the Guarantor dated April 9, 2020 (the “SPA”), each of the Vendors agreed to sell, transfer, assign and deliver to the Purchaser and the Purchaser agreed to purchase the Purchased Shares from the Vendors;

AND WHEREAS concurrently with the execution of the SPA, the Purchaser delivered the Deposit (as defined in the SPA) to the Vendors, as directed in writing by the Vendors to the Purchaser;

AND WHEREAS the Parties (as defined in the SPA) desire to amend certain terms and conditions of the SPA pursuant to this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and premises contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Capitalized Terms

Capitalized terms not otherwise defined herein shall have the meaning set out in the SPA.

1.2 Time of the Essence

Time shall be of the essence of each provision of this Agreement. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to lawful money of Canada.

1.4 Headings

The descriptive headings preceding articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such articles or Sections. The division of this Agreement into articles and Sections shall not affect the interpretation of this Agreement.

1.5 Plurals and Gender

Words in the singular include the plural and vice versa and words in one gender include all genders.

1.6 Statutory References

Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder) as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

1.7 Paramountcy of Agreement

If there is any inconsistency between the statements in the body of this Agreement and those in the SPA the statements in the body of this Agreement shall govern.

ARTICLE 2 AMENDMENT

2.1 Parties to the SPA – Assignment

- (a) The Purchaser hereby assigns all rights and obligations of the Purchaser set out in the SPA to the Guarantor. The Guarantor hereby accepts such assignment and the Vendors hereby consent and approve of such assignment. The Guarantor shall hereinafter be the “Purchaser” for all purposes under the SPA.

2.2 Definitions

- (a) Section 1.1 of the SPA is hereby amended by adding the definition of “Champignon Transaction” in alphabetical order:

“**Champignon Transaction**” means the transaction contemplated by amalgamation agreement among Champignon Brands Ltd., the Guarantor and 1246882 B.C. Ltd. dated April 9, 2020;”

- (b) Section 1.1 of the SPA is hereby amended by deleting the definition of “Consulting Agreements” in its entirety and inserting “Intentionally deleted;”

- (c) Section 1.1 of the SPA is hereby amended by adding the definition of “Employment Agreement” in alphabetical order:

“**Employment Agreement**” means the employment agreement between the Corporation and McIntyre dated the Closing Date;”

- (d) Section 1.1 of the SPA is hereby amended by deleting the definition of “Share Consideration” in its entirety and inserting the following as the definition of “Share Consideration”:

“**Share Consideration**” means 10,455 common shares in the capital of the Purchaser to be issued to the Vendors;”

- (e) Section 1.1 of the SPA is hereby amended by deleting the definition of “Transaction Agreements” in its entirety and inserting the following as the definition of “Transaction Agreements”:

“**Transaction Agreements**” means, collectively, this Agreement, the Restrictive Covenant Agreement, the Employment Agreement, the Written Lease, the Pharmacy Agreement and any other documents signed in relation to the Closing;

- (f) Section 1.1 of the SPA is hereby amended by deleting the definition of “USA” in its entirety and inserting “Intentionally deleted;”

- (g) Section 1.1 of the SPA is hereby amended by deleting the definition of “Warrant Certificate” in its entirety and inserting “Intentionally deleted;”
- (h) Section 1.1 of the SPA is hereby amended by deleting the definition of “Warrant Consideration” in its entirety and inserting “Intentionally deleted;”
- (i) Section 1.1 of the SPA is hereby amended by deleting the definition of “Warrant Shares” in its entirety and inserting “Intentionally deleted;”

2.3 Amount of Purchase Price

Section 2.2 of the SPA is hereby amended by deleting Section 2.2 in its entirety and inserting the following:

“Subject to the other terms and conditions herein, the purchase price payable by the Purchaser to the Vendors for:

- (a) 75% of the Purchased Shares shall be equal to the sum of the Cash Consideration minus the Deposit; and
- (b) 25% of the Purchased Shares shall be equal to the Share Consideration (together, the “**Purchase Price**”).”

2.4 Payment of the Purchase Price

- (a) Section 2.3 of the SPA is hereby amended by deleting Section 2.3 in its entirety and inserting the following:

“Subject to the other terms and conditions herein, the Purchaser shall pay and satisfy the Purchase Price to the Vendors as follows:

- (a) the Purchaser shall pay the portion of the Cash Consideration minus the Deposit to be paid to such Vendor(s) as set forth in the Closing Payment Schedule by wire transfer of immediately available funds pursuant to the wire instructions for such Vendor(s) set forth in the Closing Payment Schedule on the Closing Date;
- (b) the Purchaser shall issue the portion of the Share Consideration to such Vendor as set forth in the Closing Payment Schedule by delivery of an original share certificate in accordance with the registration instructions for such Vendor set forth in the Closing Payment Schedule on the Closing Date; and
- (c) Intentionally deleted.”

2.5 Representations and Warranties of Altmed

- (a) The opening paragraph of Section 3.3 is hereby amended by deleting the opening paragraph in its entirety and inserting the following:

“Altmed hereby represents and warrants to each of the Vendors (and acknowledges that each of the Vendors is relying on the following representations and warranties in completing the Contemplated Transactions) that:”

- (b) Section 3.3(a) is hereby amended by deleting Section 3.3(a) in its entirety and inserting the following:

“Organization. The Purchaser is a corporation incorporated and validly existing under the *Business Corporations Act* (British Columbia) and has full power and authority to own its assets and conduct its activities as now owned and conducted. The Purchaser is in good standing and is qualified to do business in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities makes such qualification necessary.”

- (c) Section 3.3(b) is hereby amended by deleting Section 3.3(b) in its entirety and inserting the following:

“Share Consideration. The Guarantor has taken all necessary action to authorize the issuance of the Share Consideration, and such shares will, at the time of issuance, be validly issued and fully paid and non-assessable shares in the capital of the Guarantor. The Share Consideration is equal to an aggregate of 27.5% of the issued and outstanding common shares in the capital of the Guarantor. The Share Consideration will be allotted and issued fully paid, free from all claims, Encumbrances and equities whatsoever and with all rights attached thereto.”

2.6 Covenants

- (a) Section 4.7 is hereby amended by deleting Section 4.7 in its entirety and inserting the following:

“Additional Financing. After the Closing Date the Purchaser shall use reasonable efforts to cause the Corporation to obtain additional debt and/or equity financing of not less than \$7,000,000 (the “**Additional Financing**”) within six (6) months of the Closing Date.”

- (b) Article 4 is hereby amended by inserting the following as Section 4.10:

“Champignon Transaction.

(a) The Purchaser shall not amend the Champignon Transaction, or waive any conditions thereof, without the prior written approval of the Vendors.

(b) The Purchaser shall not issue any securities of the Purchaser to any Person between the Closing Time and the closing of the Champignon Transaction, without the prior written approval of the Vendors.”

2.7 Conditions to Closing in Favour of the Vendors

- (a) Section 5.1(f) of the SPA is hereby amended by deleting Section 5.1(f) in its entirety and inserting the following:

“(f) at the Closing, the Purchaser shall deliver to:

(i) the Vendors:

(A) Certificates of Status (or the equivalent) for the Purchaser as of the most recent practicable date prior to the Closing Time;

(B) mutual releases among the Corporation, the Purchaser and the Vendors (as former shareholders) in a customary form, effective as of Closing;

(C) the bring-down certificates set out in Section 5.1(a) and 5.1(b);

(D) certificates of an officer of each of the Purchaser, in his capacity as an officer of the Purchaser and without personal liability, certifying as to:

(1) the notice of articles of the Purchaser;

(2) the articles of the Purchaser;

(3) resolutions of the board of directors of the Purchaser approving the Transaction Agreements and the Share Consideration; and

(4) the incumbency certificates of the Purchaser’s officers who are authorized to execute, deliver and perform this Agreement and any other agreements, instruments, certificate or other documents required to be executed by it in connection herewith;

(E) signed counterparts of each of the Transaction Agreements; and

(F) the Purchase Price as contemplated by Section 2.3; and

(ii) the Vendors and such other Person as required in connection with the Contemplated Transactions, such other documentation as may reasonably be required; and”

(b) Section 5.2 of the SPA is hereby amended by inserting the following as a new Section 5.2(g):

“(g) the Purchaser has not amended the Champignon Transaction, or waived any conditions thereof.”

2.8 Expenses

Section 8.2 of the SPA is hereby amended by deleting Section 8.2 in its entirety and inserting the

following:

“All fees and expenses incurred in connection with the Contemplated Transactions shall be paid by the party incurring such fees or expenses, except the Purchaser will pay the reasonable fees of the Vendors’ for professional services, disbursements and taxes, but excluding any fees and expenses incurred in connection with the Financing, regardless of whether the Contemplated Transactions are completed. All unreasonable fees of the Vendors’ for professional services, disbursements and taxes shall be deemed to be Transaction Expenses.”

2.9 Schedule 1.1B – Closing Payment

- (a) The Section of Schedule 1.1B titled “Share Consideration” of the SPA is hereby amended by deleting Schedule 1.1B titled “Share Consideration” in its entirety and inserting the following:

Vendor	Number of Shares	Registration Instructions
Roger McIntyre	7319	Roger McIntyre
Kevin Kratiuk	2091	Kevin Kratiuk
KJK Medical Clinic Inc.	1045	KJK Medical Clinic Inc.

- (b) The Section of Schedule 1.1B titled “Warrant Consideration” of the SPA is hereby amended by deleting Schedule 1.1B titled “Warrant Consideration” in its entirety and inserting “Intentionally deleted.”

2.10 Effect of Amendment

- (a) The SPA and this Agreement shall henceforth be read together and shall have the effect as if all the provisions of such agreements were contained in one instrument.
- (b) Other than the amendments to the SPA as set forth in this Agreement, the SPA shall remain unamended and in full force and effect.

ARTICLE 3 GENERAL

3.1 Further Assurances

The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the Contemplated Transactions, including, without limitation, that the Vendors shall cause the Corporation to take all actions required to consummate the Contemplated Transactions, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after Closing.

3.2 Assignment and Enurement

Neither this Agreement nor any benefits or duties accruing under this Agreement shall be assignable by any Party without the prior written consent of the other. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

3.3 Waiver

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing and signed by the Party or Parties providing such waiver. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all other terms, covenants and conditions in this Agreement.

3.4 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable: (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) the Parties will negotiate in good faith to amend this Agreement to implement the intentions set forth herein.

3.5 Execution by Facsimile or Electronic Format

The signature of any of the Parties hereto may be evidenced by a facsimile or portable document format (.pdf) copy of this Agreement bearing such signature.

3.6 Counterparts

This Agreement may be signed in one or more counterparts, each of which, once signed, shall be deemed to be an original and all such counterparts, taken together shall constitute one and the same instrument. Notwithstanding the date of execution of any counterpart, each counterpart shall be deemed to bear the effective date set forth above.

3.7 Governing Law and Jurisdiction for Disputes

- (a) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (other than its conflict of law principles to the extent that the application of the Laws of another jurisdiction would be required thereby) and shall be treated in all respects as an Ontario contract. Each of the Party irrevocably consents to the non-exclusive jurisdiction of the courts of the Province of Ontario in connection with any matter or dispute based upon or arising out of this Agreement or the matters contemplated herein.
- (b) If any dispute or question (the “**Dispute**”) shall arise, during the term of this Agreement or at any time thereafter, between one or more of the Vendors and the Purchaser concerning the interpretation of this Agreement or any part thereof, such Parties shall attempt in good faith to resolve such Dispute. If such Parties have not agreed to a settlement of the Dispute within 30 days from the date on which the Dispute first became known to both such Parties, then such Parties agree that the Dispute shall be submitted to final, binding and non-appealable arbitration pursuant to the *Arbitrations Act, 1991* (Ontario) (the “**Arbitration**”).

- (c) All of the fees, costs and expenses of the parties to the Arbitration shall be borne exclusively by the party against whom judgement under the Arbitration is awarded.

3.8 Independent Legal Advice

Prior to the execution of this Agreement, each Vendor has read and understands the terms of this Agreement and has had the opportunity to seek, and has either obtained or waived his, her or its right to obtain, independent legal advice with respect to the matters addressed in this Agreement. Such Vendor fully understands and accepts the terms of this Agreement, and confirms that he, she or it is executing this Agreement freely, voluntarily and without duress.

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IN WITNESS WHEREOF, the Parties have hereunto duly executed this Agreement on the date first above written.

ALTMED CLINICAL CORP.

Per: _____
Name:
Title:
Authorized Signing Officer

ALTMED CAPITAL CORP.

Per: _____
Name:
Title:
Authorized Signing Officer

Witness:



ROGER MCINTYRE

Witness:



KEVIN KRATIUK

KJK MEDICAL CLINIC INC.

Per: _____
Name:
Title:
Authorized Signing Officer

IN WITNESS WHEREOF, the Parties have hereunto duly executed this Agreement on the date first above written.

ALTMED CLINICAL CORP.

Per: 
Name: Brendan Purdy
Title: Chief Executive Officer
Authorized Signing Officer

ALTMED CAPITAL CORP.

Per: _____
Name: Chris Hobbs
Title: Chief Financial Officer
Authorized Signing Officer

Witness: } **ROGER MCINTYRE**

Witness: } **KEVIN KRATIUK**

KJK MEDICAL CLINIC INC.

Per: _____
Name: _____
Title: _____
Authorized Signing Officer

IN WITNESS WHEREOF, the Parties have hereunto duly executed this Agreement on the date first above written.

ALTMED CLINICAL CORP.

Per: _____
Name: _____
Title: _____
Authorized Signing Officer

ALTMED CAPITAL CORP.

Per: _____
Name: _____
Title: _____
Authorized Signing Officer

Witness: Margarita

Roger McIntyre

ROGER MCINTYRE

Witness: Margarita

Kevin Kratiuk

KEVIN KRATIUK

KJK MEDICAL CLINIC INC.


Per: Kevin Kratiuk
Name: _____
Title: owner
Authorized Signing Officer

IN WITNESS WHEREOF, the Parties have hereunto duly executed this Agreement on the date first above written.

ALTMED CLINICAL CORP.

Per: _____
Name: Brendan Purdy
Title: Chief Executive Officer
Authorized Signing Officer

ALTMED CAPITAL CORP.

Per:  _____
Name: Chris Hobbs
Title: Chief Financial Officer
Authorized Signing Officer

Witness: } **ROGER MCINTYRE**

Witness: } **KEVIN KRATIUK**

KJK MEDICAL CLINIC INC.

Per: _____
Name: _____
Title: _____
Authorized Signing Officer