

AMENDMENT TO THE LOAN AGREEMENT

THIS AMENDMENT dated as of the 20th day of September, 2017,

BETWEEN:

KNIGHT THERAPEUTICS INC., a corporation existing under the laws of Canada;
(the "**Lender**")

CRESCITA THERAPEUTICS INC., a corporation existing under the laws of Ontario;
(the "**Borrower**")

WITNESSES THAT WHEREAS:

- A. The Lender and the Borrower entered into an amended and restated loan agreement (the "**Amended and Restated Loan Agreement**") dated August 14, 2017.
- B. The parties wish to amend the Amended and Restated Loan Agreement as provided for herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties) the Borrower and the Lender covenant and agree as follows:

1.0 DEFINITIONS

1.1 Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Amended and Restated Loan Agreement. The recitals to this Amendment form an integral part hereof and are expressly incorporated herein.

1.2 Subsection 1(a) of the Amended and Restated Loan Agreement is hereby amended to read as follows:

"**Interest Payment Date**" means the last day of each month, commencing on the last day of the Closing Date month, until and including the Loan Maturity Date.

2.0 PAYMENT

2.1 Section 3.1 Amended and Restated Loan Agreement is hereby amended to read as follows:

"Payments on Principal.

Subject to earlier prepayment in accordance with Section 3.2 hereof, commencing with the Interest Payment Date falling on August 31, 2019, and on every Interest Payment Date thereafter, the Borrower shall pay to the Lender an amount equal to one-thirtieth (1/30th) of the principal amount of the Loan outstanding as of August 1, 2019 until the earlier of (i) the Loan Maturity Date and (ii) the day that the Loan has been repaid in full. For greater certainty, the Prepayment Fee (as defined below) will not apply to any repayment made in accordance with this Section 3.1

3.0 GENERAL

3.1 All other terms and conditions of the Amended and Restated Loan Agreement remain in force and unamended except to the extent provided for herein.

3.2 In the event of any inconsistency between any term or provision of this Amendment and any term or provision of the Amended and Restated Loan Agreement, this Amendment shall govern to the extent of such inconsistency.

3.3 This Amendment may be executed in any number of original counterparts and delivered by facsimile or other forms of electronic transmission, with the same effect as if the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties hereto and delivered to each of the other parties in the manner contemplated herein. All counterparts so executed and delivered will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Amendment, effective the day and year first above written.

KNIGHT THERAPEUTICS INC.

Per: "Jeffrey Kadanoff"
 Authorized Signatory

CRESCITA THERAPEUTICS INC.

Per: "Daniel Chicoine"
 Authorized Signatory