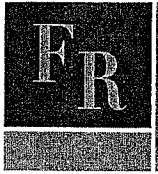


This is Exhibit "D" referred to
in the Affidavit of **AL HILDEBRANDT**
sworn before me this 29th day of
August, 2011

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

A Commissioner for taking affidavits, etc.



Fogler,
Rubinoff
LLP

Fogler, Rubinoff LLP Barristers & Solicitors
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Suite 1200, Toronto-Dominion Centre
Toronto, ON M5J 2Z9
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August 18, 2011

Reply To: Vern W. DaRe
Direct Dial: 416.941.8842
E-mail: vdare@foglers.com
Our File No. 11/4646

VIA REGISTERED MAIL AND EMAIL: djmiller@tgf.ca

PRIVATE AND CONFIDENTIAL

Healthscreen Solutions Incorporated
c/o D. J. Miller
Thornton Grout Finnigan LLP
Suite 3200
Canadian Pacific Towers
100 Wellington Street West
Toronto, ON M5K 1K7

Healthscreen Solutions Incorporated
80 Bloor Street West
Suite 1101
Toronto, ON M5S 2D1

Attention: Stewart Davis

Dear Sirs/Mesdames:

Re: Indebtedness of Healthscreen Solutions Incorporated ("Healthscreen") to 2293035 Ontario Limited ("229") pursuant to a Debenture dated May 15, 2008, as amended by an amending agreement dated as of November 3, 2008, and as amended by a waiver and amendment agreement dated as of April 7, 2009 and as amended by an amending agreement dated as of May 19, 2009 and as amended by a waiver and amendment agreement dated as of February 26, 2010 (as amended, "Debenture A") and an assignment of secured debentures dated July 25, 2011 (the "Assignment")

And Re: Indebtedness of Healthscreen to 229 pursuant to a Debenture dated April 7, 2009, as amended by an amending agreement dated as of May 19, 2009 and as amended by a waiver and amendment agreement dated as of February 26, 2010 (as amended, "Debenture B" and together with Debenture A, the "Debentures") and the Assignment

We are solicitors for 229 in this matter.

Healthscreen is in default or anticipatory default of the Debentures, including its failure to satisfy the following financial covenants under the Debentures (the "**Credit Defaults**"):

1. The Debentures require that Healthscreen maintain a trailing twelve month revenue of \$15,000,000.00 as at the end of every fiscal quarter following March 31, 2010.

2. The Debentures require that Healthscreen maintain a trailing twelve month EBITDA of \$100,000.00 as at the end of September 30, 2010.
3. The Debentures require that Healthscreen maintain at all times after May 31, 2010, a minimum unencumbered Cash Balance of \$1,000,000.00.

Under section 6.1(i) of the Debentures, such Credit Defaults that continue for five (5) business days after notice to Healthscreen constitute an event of default. This letter is to provide Healthscreen with the said notice of the Credit Defaults.

We understand that Healthscreen is not in a position to cure the Credit Defaults within five (5) business days or to prevent the Credit Defaults from continuing for five (5) business days from the date of this letter, in order to prevent the Credit Defaults from becoming an event of default under the Debentures.

Pursuant to section 7.1 of the Debentures, upon the occurrence of an event of default, other than the failure to pay the obligations under the Debentures, and the continuance of any such default for a period of three (3) days from the date of default without cure by Healthscreen, 229 may demand payment from Healthscreen declaring the obligations under the Debentures to be immediately due and payable by Healthscreen to 229. Again, we understand that Healthscreen is not in a position to correct the Credit Defaults within the above-noted cure periods.

Subject to Healthscreen's failure to correct the Credit Defaults within the above cure periods, 229 hereby demands payment of Healthscreen's indebtedness and liability to 229 in the amount of \$5,149,444.35, as at August 18, 2011, plus interest at the rate of 20% per annum under Debenture A and the rate of 18% per annum under Debenture B and costs pursuant to the Debentures.

Payment of the amounts due is secured by, *inter alia*, a Security Agreement dated May 15, 2008 granted by Healthscreen to WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III, as assigned to 229 pursuant to the Assignment.

We have been instructed to hereby demand payment of your indebtedness to our client. Unless payment of the total amount owing as aforesaid, together with additional interest accrued and costs actually incurred to the date of payment or satisfactory arrangements therefore is made within twenty (20) days from the date hereof, 229 shall take such proceedings as it deems necessary or advisable to recover payment of your indebtedness in full without further demand upon or further notice to you.

229 reserves the right to abridge the demand period if there is any basis for doing so including if Healthscreen consents to an earlier enforcement.



Fogler,
Rubinoff
LLP

Page 3 of 3

Enclosed please find our client's Notice of Intention to Enforce Security which is served upon you pursuant to section 244(1) of the *Bankruptcy and Insolvency Act*. The notice period has been extended from ten (10) to twenty (20) days in light of the above-noted cure periods.

Yours very truly,

FOGLER, RUBINOFF LLP

Vern W. DaRe

(Computer-generated signature)

Vern W. DaRe

VWD/cc

cc: Al Hildebrandt, 2293035 Ontario Limited

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) of the Bankruptcy and Insolvency Act)

TO: HEALTHSCREEN SOLUTIONS INCORPORATED ("Healthscreen"), an insolvent person

TAKE NOTICE THAT:

1. 2293035 Ontario Limited ("229"), a secured creditor, intends to enforce its security on the property of the insolvent person described below:

all personal property, including without limitation, inventory, equipment, accounts receivable of every kind and nature whatsoever, books, records, chattel paper, documents of title, securities, debts, accounts, claims, choses in action, monies and proceeds.
2. The security that is to be enforced is in the form of:
 - (a) Security Agreement from Healthscreen dated May 15, 2008 in favour of WF Fund III Limited Partnership, carrying on business as Wellington Financial LP and Wellington Financial Fund III, as assigned to 229 pursuant to the Assignment of Secured Debentures dated July 25, 2011; and
 - (b) Any other security granted by Healthscreen in favour of 229.
3. The total amount of indebtedness secured by the security as of August 18, 2011 is \$5,149,444.35, plus interest and costs.
4. 229 will not have the right to enforce its security until after the expiry of the 20-day period after this notice is sent unless the insolvent person, Healthscreen, consents to an earlier enforcement.

DATED at Toronto, this 18th day of August, 2011.

FOGLER, RUBINOFF LLP
on behalf of 2293035 Ontario Limited

Per: *Vern W. DaRe*
(Computer-generated signature)
Vern W. DaRe