

ASSIGNMENT AGREEMENT

This Assignment Agreement is dated effective the 1st day of November, 2018 (the “**Effective Date**”).

BETWEEN:

ALBERTA HEALTH SERVICES

(“**AHS**”)

-and-

WALTER DOBROVOLSKY PROFESSIONAL CORPORATION

(“**Assignor**”)

-and-

CLAYTON M. DAVIS PROFESSIONAL CORPORATION

(“**Assignee**”)

**Facility Locations: 14310 111Ave, Edmonton Alberta T5M 3Z7 &
#109 9719-98 Avenue Grande Prairie, Alberta T8V 8K6**

RECITALS:

- A. AHS and the Assignor are parties to Agreement for the Provision of Facility Services Relating to the Oral and Maxillofacial Surgery referenced as CLM200344 dated May 1, 2014 with Ministerial Order #19/2014, as amended by agreements dated August 1, 2014 with Ministerial Order #28/2014 and April 1, 2018 with Ministerial Order #14/2018 (the “**Agreement**”);
- B. The Assignor desires to assign and transfer the Agreement to the Assignee and the Assignee wishes to accept the transfer, assignment and assumption of all the right, title, interest, covenants, obligations and liabilities of the Assignor under the Agreement (the “**Assignment**”), under the terms and conditions of this Assignment Agreement; and
- C. The Assignor has requested AHS’ consent to the Assignment and to accept the Assignee as a party to the Agreement pursuant to the terms and conditions of this Assignment Agreement.

NOW THEREFORE, in consideration of the premises and covenants of each of the parties herein contained, the parties hereto covenant and agree as follows:

1. **Conflicts.** In the event of a conflict or inconsistency between any term, condition or provision of this Assignment Agreement and the Agreement, the term, condition or provision of this Assignment Agreement shall prevail.
2. **Assignment To.** The Assignor does hereby irrevocably assign, grant, convey and transfer to the Assignee all its right, title and interest in, to, and under the Agreement from and after The Effective Date. The Assignor agrees to and shall remain liable to AHS in respect of any

obligation incurred prior to the Effective Date, and shall honour such obligations in a timely manner.

3. **Assumption By.** The Assignee hereby accepts the Assignment of the Agreement from the Assignor all as further described in this Assignment Agreement and hereby agrees to and shall assume, be bound by, observe and perform, at all times, from and after the Effective Date, all of the terms and conditions to be observed and performed by the Assignor under the Agreement, to the same extent as if the Assignee had been originally named as a party under the Agreement.
4. **Ministerial Approval.** The Parties recognize that the Alberta Minister of Health ultimately approves NHSF Agreements such as this Assignment. The requirement of this approval may alter the Effective Date of the assignment.
5. **Consent of AHS.**
 - (a) AHS hereby consents to the Assignment by the Assignor to the Assignee of the Agreement, all as further described in this Assignment Agreement and agrees that, subject to Section 3 above, from and after the Effective Date, the Assignee shall be entitled to hold and enforce all of the privileges, rights and benefits to the same extent as though the Assignee had been a party thereto in the place and stead of the Assignor and accepts the Assignee as a party to the Agreement.
 - (b) Nothing herein contained shall be construed as a release of the Assignor from or in respect of any obligations or liabilities under the Agreement which:
 - (i) accrued prior to the Effective Date,
 - (ii) expressly or by their nature or by implication are intended to apply after the termination or expiry of the Agreement, or
 - (iii) do not relate to the Agreement irrespective of the date such obligations accrued, and AHS shall retain all rights and remedies under the Agreement in respect of each of the foregoing.
6. **Mutual Representations and Warranties.** Each of the parties represents and warrants that it has the requisite authority to enter into this Assignment Agreement and perform its obligations hereunder.
7. **Representation of Assignee and Assignor.** Each of the Assignor and the Assignee represent and warrant to AHS that:
 - (a) neither this Assignment Agreement, nor any action or inaction taken by the Assignor or the Assignee in respect of it, shall disrupt, reduce, diminish or delay the provision supply of any goods or services provided or to be provided pursuant to the Agreement; and
 - (b) it is not aware of any conflict or potential conflict between the interests of the Assignee, its officers, directors or shareholders and the interests of AHS.

8. **Representation of Assignor.** The Assignor represents and warrants that the Agreement is in full force and effect and in good standing.
9. **Reliance by AHS.** Each of the Assignor and the Assignee acknowledge that AHS, in granting its consent to the Assignment, has relied upon the representations and warranties contained herein and that a breach of any of the said representations or warranties shall entitle AHS to terminate this Assignment Agreement, the Agreement or both.
10. **Term.** The term of this Assignment Agreement shall be the same as, and shall expire contemporaneously with the expiry of, the term of the Agreement.
11. **Further Assurances.** Each party shall execute and deliver all further agreements and other documents and do all further acts and things as any other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Assignment Agreement.
12. **Governing Law.** This Assignment Agreement is to be interpreted, and the obligations of the parties hereunder are to be determined, in accordance with the laws in force in the Province of Alberta, and all applicable laws of Canada.
13. **Notice.** Any notice to the parties as may be required pursuant to this Assignment Agreement or the Agreement shall be delivered in the manner described in the Agreement and shall be sufficiently given if delivered in the case of AHS and the Assignor to the addresses set out in the Agreement and in the case of the Assignee to:

Clayton M. Davis Professional Corporation
2nd floor, 13815 - 127 St
Edmonton, AB T6V 1A8
Clayton Davis - Director & Officer
14. **Enurement.** This Assignment Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns or transferees.
15. **Entire Agreement.** This Assignment Agreement, including all schedules attached hereto, constitutes the sole and entire agreement between the parties as to its subject matter and shall only be amended by agreement in writing by the parties.
16. **Effective Date.** This Assignment Agreement is the written memorandum and documentation of a verbal agreement entered into between the parties on and as of the Effective Date. Notwithstanding the date on which this Agreement has been signed, the parties agree that the terms and conditions of this Assignment Agreement have operated as between them and been effective as of the Effective Date.

17. **Counterparts.** This Assignment Agreement may be executed in counterparts and all of such counterparts together shall constitute one instrument. Delivery of an executed signature page to this Agreement by any party by facsimile or electronic transmission will be as effective as delivery of a manually executed copy thereof.

IN WITNESS WHEREOF each of the parties have executed this Assignment Agreement on the dates set forth below.

ALBERTA HEALTH SERVICES

Per: Original signed
Name:
Title:
Date:

Per: Original signed
Name:
Title:
Date:

**CLAYTON M. DAVIS PROFESSIONAL CORPORATION
(Assignee)**

Per: Original signed
Name:
Title:
Date:

Per: Original signed
Name:
Title:
Date:
*Second signature if required

**WALTER DOBROVOLSKY
PROFESSIONAL CORPORATION
(Assignor)**

Per: Original signed
Name:
Title:
Date:

Per: _____
Name:
Title:
Date:
*Second signature if required