

ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT dated effective 1st day of September, 2014 16:00 MDT (the “**Assignment Agreement**”).

BETWEEN:

ALBERTA HEALTH SERVICES (the “**AHS**”)

-and-

ROYCE L. C. JOHNSON PROFESSIONAL CORPORATION, a body corporate constituted under the laws of Alberta and having offices at Edmonton, Alberta (“**Assignor**”)

-and-

AUDREY CHAN PROFESSIONAL CORPORATION, a body corporate constituted under the laws of Alberta and having offices at Edmonton, Alberta (“**Assignee**”)

PREAMBLE:

- A. AHS and the Assignor are parties to agreement CLM121203 entitled Provision of Insured Ophthalmology Surgical Services dated April 1st, 2012 as amended by agreement dated April 1st, 2014 (collectively the “**Agreement**”), all appended as Appendix “A” to this agreement (the “**Assignment 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. AHS desires to 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 1st day of September, 2014 16:00 MDT (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 this 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.** This Assignment Agreement shall come into effect and be effective when the conditions of approval set by the Minister are satisfied, as contemplated in the *Health Care Protection Act (Alberta)*.
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 4 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 any obligation or liability under the Agreement in respect of any obligations or liabilities 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 of any 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 agreeing to this Assignment Agreement 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 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:

Audrey Chan Professional Corporation
Attention: Dr. Chan
1190, 10665 Jasper Avenue
Edmonton, AB T5J 3S9
Fax: (780) 452-5613

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. **Counterpart Execution.** This Assignment Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or other means of electronic transmission and all such counterparts shall together constitute one and the same agreement.

16. **Entire Agreement.** This Assignment Agreement, including all appendices 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.

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

ALBERTA HEALTH SERVICES

By: Original signed
Name Printed:
Title:
Date:

By: Original signed
Name
Title:
Date:

ROYCE L. C. JOHNSON PROFESSIONAL CORPORATION

By: Original signed
Name Printed:
Title:
Date:

AUDREY CHAN PROFESSIONAL CORPORATION

By: Original signed
Name Printed:
Title:
Date:

APPENDIX "A"
AGREEMENT

As attached.

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