

THIS AMENDING AGREEMENT is dated effective the 1st day of February, 2026 (the “Agreement”).

BETWEEN:

ACUTE CARE ALBERTA

(“ACA”)

- and -

WOMAN’S HEALTH OPTIONS LTD.

(the “Operator”)

(collectively, the “Parties” and each of them, a “Party”)

RECITALS:

- A. The Parties have entered into an Agreement for Provision of Facility Services Relating to Insured Pregnancy Termination Surgical Services (referenced as CLM200236), dated April 1, 2014, with Ministerial Order 8/2014, as amended by an agreements dated: April 1, 2017, with Ministerial Order 7/2017, October 1, 2018 with Ministerial Order 612/2018, April 1, 2020 with Ministerial Order 602/2020 and Ministerial Approval on April 1, 2021 and April 1, 2022 (the “**Initial Agreement**”);
- B. The Initial Agreement is set to expire March 31, 2027; and
- C. The Initial Agreement, including all rights, title and interest in, to and under the Initial Agreement, has been assigned from AHS to ACA effective April 1, 2025.
- D. The Parties wish to amend the Initial Agreement on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree on the terms and subject to the conditions set forth in this Agreement as follows:

ARTICLE 1 MINISTERIAL APPROVAL

- 1.1** It is an express condition precedent to this Agreement having any force or effect that the Minister of Health for Alberta shall have approved this Agreement. If this condition is not fulfilled as at the date of this Agreement then, notwithstanding any other provision to the contrary, this Agreement shall not come into effect unless and until the Minister of Health for Alberta’s said approval is granted and neither Party shall have rights or obligations relative to this Agreement until that time.

**ARTICLE 2
AMENDMENTS**

2.1 Amendments to Initial Agreement

Schedule “A” of the Initial Agreement is deleted and replaced with Schedule “A” which is attached to this Agreement.

**ARTICLE 3
GENERAL**

3.1 Capitalized Terms

Unless otherwise defined, the capitalized terms used in this Agreement have the respective meanings ascribed to them in the Initial Agreement.

3.2 Effect of Agreement

Other than as expressly provided for herein, this Agreement does not serve to amend any terms or conditions of the Initial Agreement, the terms and conditions of which shall remain in full force and effect otherwise unamended. This Agreement is entered into as a supplementary document to the Initial Agreement and is subject to the other terms and conditions of the Initial Agreement and, in particular, all provisions and terms of general interpretation, construction and application (including but not limited to those relating to governing law, amendments, enurement, calculation of time periods and dispute resolution) are hereby incorporated by reference and deemed to be made a part hereof.

3.3 Entire Agreement

This Agreement and the Initial Agreement and any other agreements and documents that have been, or are required or contemplated to be, delivered pursuant hereto or thereto constitute the entire agreement between the Parties, setting out all the covenants, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of the Initial Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written.

3.4 Further Assurances

Each Party shall, with reasonable diligence, do all such things, provide all such reasonable assurances and execute and deliver such further documents or instruments as may be required by the other Party in order to give effect to and carry out the provisions of this Agreement or which otherwise may be reasonably necessary or desirable to effect the purpose of this Agreement.

[Intentionally left blank]

3.5 Execution in Counterparts

This 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.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

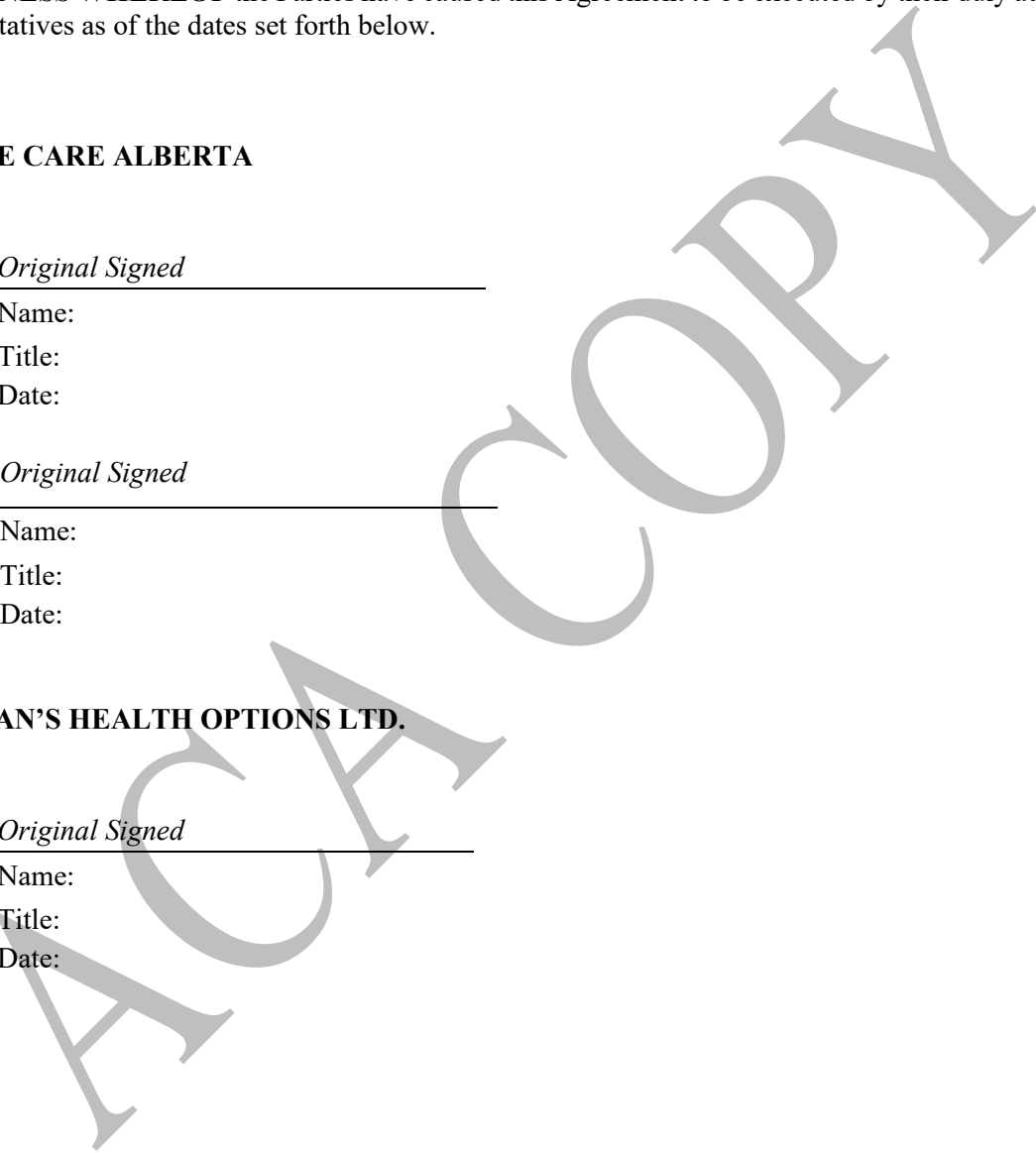
ACUTE CARE ALBERTA

By: Original Signed
Name:
Title:
Date:

By: Original Signed
Name:
Title:
Date:

WOMAN'S HEALTH OPTIONS LTD.

By: Original Signed
Name:
Title:
Date:



SCHEDULE “A”
SERVICES AND FUNDING

I. Description of Services

ACA requires the services of Woman’s Health Options Ltd., an accredited Chartered Surgical Facility, to provide specified pregnancy termination procedures under the Alberta Health Care Insurance Plan.

II. Service Fees

Pricing and procedure details in the original signed agreement.

III. Maximum Amount Payable

The maximum amount payable by ACA to the Operator (the “**Maximum Payable**”) from April 1 to March 31 (the “**Contract Year**”) is as follows:

- (a) For the Contract Year April 1, 2024, to March 31, 2025, Estimated Annual Value is \$3,247,211.42, plus a 10% contingency amount of \$324,721.19, whereby the Maximum Payable shall be for a total of \$3,571,932.61.
- (b) For the Contract Year April 1, 2025, to March 31, 2026, Estimated Annual Value is \$3,247,211.42, plus a 10% contingency amount of \$324,721.19, whereby the Maximum Payable shall be for a total of \$3,571,932.61.
- (c) For the Contract Year April 1, 2026, to March 31, 2027, Estimated Annual Value is \$3,247,211.42, plus a 10% contingency amount of \$324,721.19, whereby the Maximum Payable shall be for a total of \$3,571,932.61.
- (d) No portion of the 10% contingency may be billed for without prior written approval from ACA for use of the contingency. The contingency funding is for extenuating purposes only.

The Service Fees and the volumes described in this Schedule should not be taken to be a representation, warranty or guarantee by Acute Care Alberta that the Facility will have sufficient insured procedures to achieve the stated Maximum Payable during the Term of this Agreement.