

THIS AMENDING AND EXTENSION AGREEMENT is dated effective the 1st day of April, 2022 (the “Agreement”).

BETWEEN:

ALBERTA HEALTH SERVICES

(“AHS”)

- and -

THOMAS C. NAKATSUI PROFESSIONAL CORPORATION

(the “Operator”)

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

RECITALS:

- A. The Parties have entered into an agreement for the provision of facility services relating to the delivery of insured dermatology surgical services referenced as CLM201740, dated July 19, 2015 with Ministerial Order 20/2015, as amended by agreements dated April 1, 2018 with Ministerial Order 26/2018, April 1, 2020 with Ministerial Order 601/2020 and April 1, 2021 (the “Initial Agreement”).
- B. The Parties wish to amend the Initial Agreement on the terms and subject to the conditions set forth in this Agreement.
- C. The Initial Agreement, whose initial term was said to expire on March 31, 2018 was extended pursuant to the terms thereof for an additional period of time which is now said to expire on March 31, 2022.
- D. The parties wish to further extend the term of the Initial Agreement for a period of two (2) years.

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
EXTENSION OF TERM**

2.1 The Parties hereby agree to extend the term of the Initial Agreement for a period of **two years**, commencing **April 1, 2022** and ending **March 31, 2024** (the “**Extension Term**”).

**ARTICLE 3
AMENDMENTS**

3.1 Amendments to Initial Agreement

- (a) Schedule “A” attached hereto shall supersede Schedule “B” to the Initial Agreement and all references to Schedule “B” in the Initial Agreement shall be read as a reference to Schedule “A” attached hereto.
- (b) All of the references to “Non-Hospital Surgical Facility” and “NHSF” are hereby deleted and replaced with “Chartered Surgical Facility” and “CSF”, respectively.
- (c) All of the references to “Health Care Protection Act” and “HCP Act” are hereby deleted and replaced with “Health Facilities Act” and “HFA Act”, respectively.

**ARTICLE 4
GENERAL**

4.1 Capitalized Terms

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

4.2 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.

4.3 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.

4.4 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.

4.5 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.

ALBERTA HEALTH SERVICES

By: Original Signed _____
Name:
Title:
Date:

By: Original Signed _____
Name:
Title:
Date:

THOMAS C. NAKATSUI PROFESSIONAL CORPORATION

By: Original Signed _____
Name:
Title:
Date:

SCHEDULE "B"
Services and Service Fees

I. Description of Services

AHS requires the services of Thomas C. Nakatsui Professional Corporation, an operator of an accredited CSF to provide specified insured dermatology procedures under general anesthesia under the Alberta Health Care Insurance Plan. Dermatology procedures performed in a CSF are limited to the type approved by the CPSA.

In providing these Services, the Operator shall additionally adhere at all times with the accreditation requirements of the CPSA and any designation requirement imposed by the Minister in respect of the Facility.

II. Service Fees

Pricing and procedure details provided in the original signed agreement.

III. Maximum Amount Payable

	Estimated Contract Value	Contingency Value	Maximum Contract Value
July 19, 2015 - March 31, 2016	\$75,000	\$15,000	\$90,000
April 1, 2016 - March 31, 2017	\$75,000	\$15,000	\$90,000
April 1, 2017 - March 31, 2018	\$75,000	\$15,000	\$90,000
April 1, 2018 - March 31, 2020	\$150,000	\$30,000	\$180,000
April 1, 2020 - March 31, 2021	\$75,000	\$15,000	\$90,000
April 1, 2021 - March 31, 2022	\$75,000	\$15,000	\$90,000
April 1, 2022 - March 31, 2024	\$150,000	\$30,000	\$180,000

The approved Estimated Contract Value payable and the Estimated Annual Pulses indicated as achievable should in no way be taken to be a representation, warranty or guarantee by AHS that the Facility will have sufficient insured procedures to achieve the stated Estimated Contract Value payable during the term of this Agreement.

The Maximum Contract Value includes a 20% contingency amount. No portion of the contingency may be billed for without prior written approval from AHS for use of the contingency. Contingency funding is for extenuating purposes only.