

**THIS AMENDING AGREEMENT** is dated effective the 1<sup>st</sup> day of September, 2018 (the “**Effective Date**”).

**BETWEEN:**

**ALBERTA HEALTH SERVICES**

(“**AHS**”)

- 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 M.O. 8/2014 as amended by an agreement dated April 1, 2017 with Ministerial Order M.O. 7/2017 (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.

**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

*Intentionally Deleted*

## ARTICLE 3 AMENDMENTS

### 3.1 Amendments to Initial Agreement

- (a) Schedule A of the Initial Agreement is deleted and replaced with Schedule A which is attached to this Agreement.

## 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:

**WOMAN'S HEALTH OPTIONS LTD.**

By: Original signed \_\_\_\_\_  
Name:  
Title:  
Date:

## SCHEDULE "A"

### SERVICES AND FUNDING

#### **I. Description of Services**

Alberta Health Services (AHS) requires the services of Woman's Health Options Ltd., an accredited Non Hospital Surgical Facility, to provide specified pregnancy termination procedures under the Alberta Health Care Insurance Plan.

#### **II. Services**

Details provided in the original signed agreement

#### **III. Maximum Amount Payable**

1. For the period September 1, 2018 to March 31, 2020, the fixed monthly fee shall be \$267,632.37. For the Term the total value is \$5,085,015.03.
2. The fees referenced in this Section III will be paid in accordance with Section 5.2 of this Agreement, subject to the receipt by AHS, within fifteen (15) days of the beginning of each month, of an invoice from the Operator setting out the amount payable for that month together with a statement detailing the actual number of each Type of Procedures described under II. Services performed in the prior month.