



THIS AMENDING AND EXTENSION AGREEMENT is dated effective the 1st day of April, 2016 (the “**Agreement**”).

BETWEEN:

ALBERTA HEALTH SERVICES

(“**AHS**”)

- and -

**492246 ALBERTA LTD.
Operating as KENSINGTON CLINIC**

(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 Insured Pregnancy Termination Services referenced as CLM124320 dated April 1, 2013 with Ministerial Order #19/2013 (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 is said to expire March 31, 2016.
- D. In accordance with and as contemplated in Section 6.3 of the Initial Agreement, the Parties wish to further extend the term of the Initial Agreement for a period of three (3) 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** In accordance with Section 6.3 of the Initial Agreement, the term of the Initial Agreement is extended for a period of three (3) years commencing April 1, 2016 and ending March 31, 2019 (the “**Extension Term**”).
- 2.2** The Parties have negotiated and agreed to adjustments to the services and service fees to be payable by AHS to the Operator during the Extension Term. During the Extension Term, 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.

**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.

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.

ALBERTA HEALTH SERVICES

By: Original Signed

By: Original Signed

**492246 ALBERTA LTD.
Operating as KENSINGTON CLINIC**

By: Original Signed

SCHEDULE "A"
Services and Service Fees

I. Description of Services

AHS requires the services of the Operator, an accredited Non Hospital Surgical Facility, to provide specified pregnancy termination procedures under the Alberta Health Care Insurance Plan.

II. Service Fees

Pricing and procedure details provided in the original signed agreement

III. Maximum Amount Payable

The Service Fees and the volumes described in this Schedule should not be taken to be a representation, warranty or guarantee by Alberta Health Services that the Facility will have sufficient insured procedures to achieve the stated maximum term funding payable during the Term of this Agreement.

Approved Funding:	April 1, 2016 - March 31, 2017	\$2,500,000.00
Contingency	April 1, 2016 - March 31, 2017	\$500,000.00
Maximum Annual:	April 1, 2016 - March 31, 2017	\$3,000,000.00
Approved Funding:	April 1, 2017 - March 31, 2018	\$2,500,000.00
Contingency	April 1, 2017 - March 31, 2018	\$500,000.00
Maximum Annual Value:	April 1, 2017 - March 31, 2018	\$3,000,000.00
Approved Funding:	April 1, 2018 - March 31, 2019	\$2,500,000.00
Contingency	April 1, 2018 - March 31, 2019	\$500,000.00
Maximum Annual Value:	April 1, 2018 - March 31, 2019	\$3,000,000.00
Total Term Value	April 1, 2016 - March 31, 2019	\$7,500,000.00
Total Term Contingency	April 1, 2016 - March 31, 2019	\$1,500,000.00
Maximum Term Value:	April 1, 2016 - March 31, 2019	\$9,000,000.00

The approved annual funding payable and the annual procedure volumes indicated as achievable should in no way be taken to be a representation, warranty or guarantee by AHS that the Operator will have sufficient insured procedures to achieve the stated maximum annual funding payable during the term of this Agreement.

The maximum annual funding 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.

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