

THIS AMENDING AGREEMENT is dated effective the 1st day of August, 2019 (the “**Agreement**”).

BETWEEN:

ALBERTA HEALTH SERVICES

(“**AHS**”)

- and -

KEVIN E. LUNG 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 Oral and Maxillofacial Surgery, referenced as CLM200345, dated May 1, 2014 with Ministerial Order #19/2014, as amended by agreements dated August 1, 2014 with Ministerial Order #28/2014, and April 1, 2018 with Ministerial Order #14/2018 (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 AMENDMENTS

2.1 Amendments to Initial Agreement

- (a) To facilitate paying invoices from February and March 2019, Schedule A, Section IV, paragraph (a) is hereby deleted and replaced with the following:
 - a) For the Contract Year April 1, 2018 to March 31, 2019, the Maximum Contract Value shall be \$1,899,362.31.

For the Contract Year April 1, 2019 to March 31, 2020, the Estimated Total Contract Value shall be \$1,386,130.00, plus a 30% contingency amount of \$415,839.00, for a Maximum Contract Value (defined below) of \$1,801,969.00. No portion of the 30% contingency may be billed for without prior written approval from AHS for use of the contingency. Contingency funding is for extenuating purposes only.

**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.

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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
Name:
Title:
Date:

By: Original Signed
Name:
Title:
Date:

KEVIN E. LUNG PROFESSIONAL CORPORATION

By: Original Signed
Name:
Title:
Date:

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