

## AMENDING AGREEMENT

This Amending Agreement (the “**Agreement**”) is dated effective March 26, 2026 (the “**Effective Date**”).

### BETWEEN:

#### ACUTE CARE ALBERTA

(“**ACA**”)

- and -

#### TODD P. FAIRBANKS PROFESSIONAL CORPORATION

(the “**Operator**”)

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

### RECITALS:

- A. ACA is Provincial Health Agency under the Provincial Health Agencies Act (Alberta). Effective April 1, 2025, ACA became responsible for providing Acute care in Alberta.
- B. Alberta Health Services (“AHS”) and the Operator entered into an Agreement for the Provision of Facility Services Relating to Oral and Maxillofacial Surgical Services, dated July 1, 2019 with Ministerial Order #604/2019 referenced as CLM204842, as amended by agreements dated October 15, 2020 with Ministerial Order #600/2020, and Ministerial Approval on January 20, 2021 and July 1, 2024 (the “**Initial Agreement**”).
- 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**

- (a) Schedule "B", III. Maximum Facility Fee and Supplies Reimbursement Payable Table is hereby amended to include an additional Six Hundred Thousand Dollars (\$600,000.00) to the Estimated Total Contract Value, including Facility Fees and Supplies for the term of February 1, 2026 to March 31, 2026. Therefore, the Maximum Contract Value for the term of April 1, 2025 to March 31, 2026 is increased to Two Million Four Hundred Thousand Dollars (\$2,400,000.00).

## **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, all 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 Effective Date

This Agreement is the written memorandum and documentation of an agreement entered into between the Parties on and as of the Effective Date. Notwithstanding the date on which this Agreement has been signed, the Parties agree that the terms and conditions of this Agreement have operated as between them and been effective as of the Effective Date.

### 3.6 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 on the dates set forth below.

**ACUTE CARE ALBERTA**

Per: *Original Signed*  
Name:  
Title:  
Date:

Per: *Original Signed*  
Name:  
Title:  
Date:

**TODD P. FAIRBANKS PROFESSIONAL CORPORATION**

Per: *Original Signed*  
Name:  
Title:  
Date:

Per:  
Name:  
Title:  
Date:  
\*Second signature if required