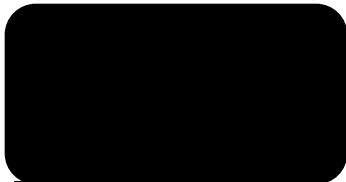


February 14, 2022

Tony Khouri



RE: Promotion

Dear Tony,

I am delighted to extend a promotional offer of employment as full time Vice President, Redevelopment commencing April 11 2022.

You will serve as the Vice President, Redevelopment for Michael Garron Hospital, undertaking those duties generally described in the Position Profile provided to you by the Hospital.

Term of Appointment

Throughout the term of your employment, you shall devote your full time attention to the business and affairs of the Hospital. You shall not, without the prior written consent of the CEO, undertake any other business or occupation or become a director, officer, employee, partner or agent of any other corporation, partnership, firm or person ("Other Organizations").

Regulations and Policies

You shall observe all existing and future Hospital regulations and policies.

Compensation

Your annual base salary will be \$225,000.00, commencing March 1, 2022 payable biweekly, and you will also be eligible to receive a variable Executive compensation payment of up to 10%, prorated this first year as appropriate. All compensation will be subject to all relevant legislation and deductions. Understanding that this agreement is subject to any applicable wage restraint legislation and/or prescribed compensation framework. I am committed to reviewing the base salary and grid at a minimum of every five (5) years to ensure that reflects fair compensation for the Vice President's salary base; and at any time, in the event that there is a bone fide material change in the Vice President's duties and responsibilities within the guidelines of all applicable legislation and hospital policies.

Benefits

You will be entitled to participate in the same group benefits plans that are made available to other senior executives of MGH, including accidental injury, health benefit, emergency medical, prescribed drugs benefits, travel assistance, and dental care.

MGH will cover the cost of professional development and attendance at relevant conferences with the prior approval of the CEO and on submission of receipts.

Vacation

You will be entitled to six weeks' vacation annually with timing as mutually agreed with the CEO. You are expected to use your vacation entitlement annually and rollover into subsequent years is capped in accordance with MGH policy at one year's entitlement plus ten days. Any deviation above this must receive the written approval of the CEO.

Pension Plan

You will continue to be enrolled in the Healthcare of Ontario pension Plan , with the usual employer and employee contribution arrangements.

Performance Review

Annually, the CEO will undertake a review of your performance. Each year both personal and corporate objectives will be mutually developed with and approved by the CEO. This will serve as the basis upon which your performance will be determined. Evaluation will involve some form of 360-degree feedback.

Confidentiality and Ownership Information

All Confidential Information of the Hospital, whether it is developed by you during your period of employment or by other employed or associated with the Hospital, is the executive property of the Hospital and shall at all times be regarded, treated and protected as such.

You shall not disclose Confidential Information to any person or use any Confidential Information (other than as necessary in carrying out your duties on behalf of the Hospital) at any time during or subsequent to your period of employment without first obtaining the consent of the CEO, and shall take all reasonable precautions to prevent inadvertent disclosure of any such Confidential Information.

MICHAEL
GARRON
HOSPITAL

TORONTO EAST HEALTH NETWORK

9 825 COXWELL AVENUE TORONTO ON M4E 3E7 • (416) 461-8272 9

Termination

Should you decide to terminate your employment with MGH, the CEO will require written notice three months in advance of your planned termination date.

MGH may terminate your employment with cause without obligation to provide you with notice or pay in lieu of notice.

This agreement may be terminated by MGH, in its absolute discretion for any reason by giving the Vice President prior notice in writing equal to twelve (12) months, plus one (1) additional month for each full year of service up to a maximum of eighteen (18) months' notice in total ("Notice Period") or, at the Vice President's request, but at MGH's absolute sole discretion, on paying to the Vice President the equivalent lump sum payment in lieu of such notice, or combination of notice and payment in lieu.

It is understood that, if MGH terminates the Vice President without cause, all disability benefits and vacation accruals shall terminate on the last day of employment, or at the end of the period required by the Employment Standards Act, 2000 (Ontario) ("ESR), whichever is later, and any other benefits, including life insurance, health, dental and pension, will continue, to the extent permitted under the terms and conditions of the applicable benefits plan and pension plan, until the earliest of the date of expiry of the Notice Period or the date the lump sum payment is received by the Vice President.

You agree that payments payable as set out above would represent a full and final settlement of all amounts owing to you by the Hospital upon termination, including any payment in lieu of notice of termination, entitlement under any application statute and any rights that you may have at common law, and you waive any claim to any other or future payment or benefits from the Hospital. In the event of a termination without cause, MGH will reimburse you for relocation counselling to a maximum of \$20,000 upon presentation of invoices, with reimbursement of such counselling to cease upon acceptance of a new position.

Tony, I look forward to a long and productive association. If the terms of this agreement are satisfactory, please indicate your acceptance by signing all three copies of the Letter of Offer in the space provided, returning two copies to me and retaining one for your records.

MICHAEL
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HOSPITAL

TORONTO EAST HEALTH NETWORK

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M4C

MICHAEL
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Sincerely



Sarah Downey

President and CEO

Michael Garron Hospital, a division of Toronto East Health Network

Acceptance:

I, Tony Khouri, have read and understood the terms of this letter and accept the promotional offer of employment,



Signature

Feb. 14, 2022

Date

c: Human Resources

Page

M4C