

Personal & Confidential

September 20, 2018

Mr. Mark Fam
[REDACTED]

Dear Mark:

It is a pleasure for me to make the following offer of employment conditional on satisfactory references, criminal record check and successful completion of occupational health and safety legislated health requirements.

Position and Duties

You will serve as the Vice President, Programs for Michael Garron Hospital, a division of Toronto East Health Network (MGH or the Hospital), undertaking those duties generally described in the Position Profile provided to you by the Hospital, as set out in the Bylaws and Policies of MGH and in compliance with the provisions of the Public Hospitals Act (Ontario). The position is full-time.

Term of Appointment

Your appointment shall be for an indefinite duration subject to termination as set out below. You will commence employment with MGH on November 12, 2018.

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").

Despite this commitment, you may at any time and from time to time during the term of your employment, devote part but not all of your time and attention to the business and affairs of Other Organizations in furtherance of any of the Hospital's strategic initiatives, provided that you have first obtained the consent of the CEO.

Regulations and Policies

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

Compensation

MGH will provide you with an annual base salary of two hundred and ten thousand dollars (\$210,000). All compensation will be subject to 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 undertaking a review of the base salary and grid at a minimum every five (5) years to ensure that it reflects fair compensation for the Vice President's salary base; and, at any time, in the event that there is a bona fide material incremental change in the Vice President's duties and responsibilities.

Benefits

You will be entitled to participate in the same group benefit plans that are made available to other senior executives of MGH, including accidental injury, health benefit, emergency medical, prescribed drug benefits, travel assistance, 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' of 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 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 (and any incentive compensation) will be determined. Evaluation will involve some form of 360-degree feedback.

Confidentiality and Ownership of 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 exclusive 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.

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.

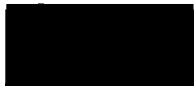
This agreement may be terminated by MGH, in its absolute discretion, for any reason by giving the Vice President prior notice in writing equal to twelve (12) months, plus one (1) additional month for each full year of service up to a maximum of eighteen (18) months' notice in total ("Notice Period") 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) ("ESA"), 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 the 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 applicable 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.

Mark, 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.

Yours sincerely,



Sarah Downey
President and CEO
Michael Garron Hospital, a division of Toronto East Health Network

cc: Human Resources



**MICHAEL
GARRON
HOSPITAL**

TORONTO EAST HEALTH NETWORK

I have read, understand and accept the terms and conditions of this Agreement.

Mark Fam

Date