



**Lakeridge Health:**  
Reimagining the Future of  
Health Care in Durham Region

## **PROPOSAL CALL**

**FOR**

### ***THE IDENTIFICATION OF A SITE FOR A PROPOSED NEW HOSPITAL IN DURHAM REGION***

**ISSUE DATE:** **SEPTEMBER 21, 2021**

**STAGE 1:**

**NOTICE OF BID INTENTION (4:00 PM\*):** **SEPTEMBER 30, 2021**

**DEADLINE FOR INQUIRIES (4:00PM\*):** **OCTOBER 1, 2021**

**STAGE 1 PROPOSAL SUBMISSION DEADLINE (2:00 PM\*):** **OCTOBER 8, 2021**

**STAGE 2:**

**NOTIFICATION OF SHORTLISTED SUBMISSIONS (2:00PM\*):** **OCTOBER 15, 2021**

**STAGE 2 SITE PROPOSAL SUBMISSION DEADLINE (2:00PM\*):** **NOVEMBER 12, 2021**

***\*ALL EST LOCAL TIME***

**Receipt Confirmation Schedule (Submit in PDF)**

**To: *SUBJECT LINE:***  
***Lakeridge Health Site Selection Expert Panel***  
**Attention: Scott McLeod, Executive Lead**

**Via: Email: [newhospitalproposal@lh.ca](mailto:newhospitalproposal@lh.ca)**

**Re: Call for Proposals for the Identification of a Site for a Proposed New Hospital in Durham Region (“Site Proposal Call”)**

Invited Proponents are requested to acknowledge receipt of the above referenced Site Proposal Call and their intent to submit a Proposal by sending this Receipt Confirmation Schedule by email to the attention of the Scott McLeod – Proposal Call Administrator – as identified in this Proposal Call. Please confirm your intention to bid by no later than 4:00 PM on September 30, 2021.

I hereby acknowledge receipt of the above-noted **Site Proposal Call**.

***[Please check your answer]***

I / We DO  DO NOT  Intend to submit a Proposal to this RFP.

Representative’s contact information:

_____	_____
Name	Representative’s Signature
_____	_____
Address	Name – Please Print
_____	_____
City, Province, Postal Code	Title
_____	_____
Phone	Date
_____	
Email	

**Contents**

1.0 INTRODUCTION ..... 4

    1.1 Lakeridge Health..... 4

    1.2 Purpose..... 5

    1.3 Site Proposal Call relationship to Lakeridge Health’s Master Plan..... 5

    2.1 Overview of Stage 1 Proposal Evaluation Criteria ..... 7

    2.2 Overview of Stage 2 Proposal Evaluation Criteria ..... 8

    2.3 Project Schedule..... 9

    2.4 Proponent Expenses ..... 9

    2.5 Additional Information ..... 9

    2.6 Notice of Award..... 9

3.0 PROPOSAL SUBMISSION AND CONTACT INFORMATION ..... 10

    3.1 General..... 10

    3.2 Proposal Submission ..... 10

    3.3 Submission Procedures ..... 10

    3.4 Withdrawal of Proposal ..... 10

    3.5 Amendment of Proposal Prior to Site Proposal Submission Deadline..... 10

    3.6 Definitions..... 11

    3.7 Contact & Information..... 11

    3.8 Information and Notices ..... 11

    3.9 Clarifications and Questions ..... 12

    3.10 Proposal Submissions and Personal Information..... 14

DECLARATION & CERTIFICATION – PROPOSAL CALL SUBMISSION..... 16

SCHEDULE A – MANDATORY STAGE 1 PROPOSAL SUBMISSION REQUIREMENTS 18

SCHEDULE B – STAGE 2 MANDATORY PROPOSAL SUBMISSION REQUIREMENTS. 20

SCHEDULE C – STAGE 2 ADDITIONAL PROPOSAL REQUIREMENTS ..... 22

APPENDIX A – FORM OF OPTION AND PURCHASE AND SALE AGREEMENT ..... 24

## SITE PROPOSAL CALL

### 1.0 INTRODUCTION

#### 1.1 Lakeridge Health

Lakeridge Health is one of Ontario's largest community health care systems and unique within the provincial health care landscape. It is a broad network of local community hospitals, a residential treatment centre, community-based clinics and services that provides a wide range of acute care services people need within their community along with best-in-class specialty services. Lakeridge Health consists of five (5) hospital sites, two (2) other residential sites, and over 15 clinics throughout Durham Region. Four (4) of the hospitals are full-service acute hospitals with 24/7 emergency services. These are located in Ajax, Port Perry, Bowmanville, and Oshawa. In addition, the Whitby Hospital provides comprehensive rehabilitation and complex continuing care and nephrology services.

Serving the health needs of diverse and growing communities comprised of dense urban centres, small towns and villages, as well as expansive rural areas, Lakeridge Health is continuously re-evaluating, reimagining and realizing new and more effective ways to support people to be healthy and meet changing community needs. An example of their commitment to transformational change and integrated care, Lakeridge is a key partner and the Lead Agency in the development of the Durham Ontario Health Team.

Lakeridge Health is focused on creating an integrated health system that supports people to achieve their best health. Best health means different things to different people. Best health happens when a person comes to the emergency department in crisis and is stabilized and connected with a support system in the community. For some, best health is the positive outcome of a surgery to treat an injury or disease affecting their quality of life. And, for a growing number of people, best health means health promotion and prevention guidance, receiving education, remote monitoring, and a coordinated care plan to maintain their independence and health at home while living with a chronic disease. Through a single system of care, focused on achieving best health, Lakeridge Health is committed to ensuring our local health system is sustainable for generations to come. The identification and protection of a site for a proposed future hospital that will support and expand Lakeridge Health's existing acute care capacity is a material step in realizing these objectives.

Lakeridge Health is the regional health centre for Durham, with significant regional services for Cancer, Mental Health, Critical Care and Nephrology and has the second highest emergency volumes in the province with four 24/7 emergencies. Lakeridge Health is organized into significant program focus of Emergency and critical care, maternal child (including a level 2 Neonate ICU), mental health, nephrology, medicine, surgery, cancer, and Post Acute Specialty Services which include rehabilitation and complex continuing care services. Lakeridge Health has a team of 6,200 people including physicians, nurses, allied health professionals and other team members alongside 1,500 amazing volunteers answer the call to provide essential care, treatment and support to people in the region. Lakeridge Health's fastest growing service is the regional cancer centre with radiation, systemic therapy, and increasing cancer surgical services supported by Ontario Health (formerly Cancer Care Ontario). Other regional services include nephrology, palliative home care,

substance abuse (Pinewood Program), crisis intervention, mental health, head injury program, genetics, sexual assault, Positive Care clinic, cardiac rehab, stroke, diabetes, child/adolescent mental health, and eating disorders.

The Municipality of Durham Region (“Region of Durham”) is an upper tier municipality that spans over 2,500 sq. km, over 700,000 residents and is located immediately east of the City of Toronto. The region is comprised of eight (8) lower tier municipalities with certain services delegated to lower tier municipalities. Additional information of the Region of Durham can be found at [www.durham.ca](http://www.durham.ca).

## 1.2 Purpose

This Site Proposal Call is issued for the purpose of soliciting proposals from interested Proponents (land owners, consortium of land owners, municipalities etc.) to submit land owned or controlled by the Proponent to be considered for selection and protection for future ownership by Lakeridge Health for a proposed future hospital site in Durham Region.

**Only submissions that include registered or beneficial owners or persons that hold an unfettered and unconditional right to convey the property to Lakeridge Health at Closing of property will be considered.**

The Proposal Call is structured into two (2) Stages. Stage 1 is open to all interested parties and Submissions will be evaluated against Mandatory Criteria contained in Schedule A. Submissions that meet those Mandatory Criteria will be advised on October 15, 2021, that they have cleared the Stage 1 Mandatory Criteria and will be asked to submit by November 12, 2021, a full Stage 2 Submission for evaluation by the Expert Panel.

## 1.3 Site Proposal Call relationship to Lakeridge Health’s Master Plan

The Lakeridge Health Master Plan defines the physical infrastructure and development strategies for the organization over the next 25 years. The Master Plan process involved extensive information gathering, including broad based stakeholder perspectives, assessment of viable options for each hospital site, and identification of proposed system and site-specific clinical requirements. The Master Plan is an enabling document that, once endorsed by the Ministry of Health, leads to the development of site-specific business case proposals that supports the Master Plan development objectives. The Master Plan was endorsed by the Board of Trustees in May 2019 and remains under consideration by the Ministry of Health. A cornerstone feature of the Master Plan is the development of new acute care hospital (New Hospital) that is proposed to include tertiary care trauma services serving the region and reflect an integrated model of care through creating a campus of healthcare through anticipated future developments.

As the Master Plan also includes expansion and redevelopments of the existing acute care sites in Oshawa, Ajax, Bowmanville and Port Perry, the location of this new facility should not be located in areas that would materially overlap the catchment areas of these facilities and be positioned to provide service to underserved areas of the Region that are experiencing high population growth.

## 1.4 Overview of the Site Selection Process

In May 2021, the Lakeridge Health Board of Trustees endorsed a framework for a site selection process for the proposed new acute care hospital that included establishing an independent Expert Panel comprised of experts that do not reside or have business relationship in the Region of Durham and bring expertise from various professions deemed necessary to undertake the site selection process. The Expert Panel is supported by an Executive Lead who has been retained by Lakeridge Health to coordinate the process and provide guidance to the Expert Panel as required. The Board of Trustees also endorsed that a third-party Fairness Advisor be retained who would, amongst other activities identified in this Site Proposal Call, document all Expert Panel actions related to the site selection process and provide independent guidance as required to the Expert Panel on how to ensure activities and assessments are undertaken without bias and on objective basis.

In late May 2021, Lakeridge Health announced the launch of the independent site selection process and in June 2021, announced the membership of the independent Expert Panel. The Expert Panel members were selected based on a skillset that the Board of Trustees approved and have the experience necessary to lead all aspects of the independent and transparent process to identify the right site. Members of the Expert Panel have all confirmed that no personal or professional conflict of interests exist that could reasonably result in any bias in their deliberations. Through a formal Request for Proposals process, Optimus SBR was also appointed in late June 2021 as the Fairness Advisor to ensure that decisions and actions taken in the site selection process are taken on an objective and transparent basis. Details about the members of the Expert Panel and the Fairness Advisor are available on Lakeridge Health's website: <https://www.lakeridgehealth.on.ca/en/aboutus/site-selection-process-proposed-new-hospital.asp>.

In July and August 2021, the Expert Panel oversaw a wide-ranging public consultation process to gain insight from interested stakeholders and the broader community on siting considerations and the relative importance of various criteria for siting of a new acute care hospital in the Region of Durham. The output of these consultations have informed the final evaluation criteria contained in this Proposal Call.

The Proposal Call is structured into two (2) Stages. Stage 1 is open to all interested parties and Submissions will be evaluated against Mandatory Criteria contained in Schedule A. Submissions that meet those Mandatory Criteria will be advised on October 15, 2021 that they have cleared the Stage 1 Mandatory Criteria and will be asked to submit by November 12, 2021 a full Stage 2 Submission for evaluation by the Expert Panel. The structure is to ensure that only Proponent Submissions assessed as having a high potential of meeting the needs of Lakeridge Health will be asked to undertake additional diligence activities in recognition that these activities will result in costs incurred by Proponents. These diligence activities and submission requirements are outlined in Schedule B & C.

It is the Board of Trustees' expectation that the Expert Panel process would be concluded by the end of 2021 with recommendations from the Expert Panel on the preferred site or sites as appropriate. Board of Trustees will consider the Expert Panel recommendations in deciding on next steps which may include entering into agreements with any ownership parties.

## 1.5 The Expert Panel

The mandate of the Expert Panel is to undertake a transparent and public process and make the siting recommendations to the Board of Trustees.

The Independent Expert Panel is responsible for the site selection process, including establishing the criteria to evaluate each site that is brought forward from Proponents as part of this Site Proposal Call. With the support of Subject Matter Expert consultants (legal, environmental, etc.) the Panel will evaluate and rank all submitted site proposals against these criteria, the Expert Panel will make a recommendation on the preferred site (that which ranks the highest) to the Board of Trustees. If there are multiple sites that are scored materially the same, the Expert Panel may recommend more than one site to the Board for consideration and final decision. The Board of Trustees will consider the Expert Panel recommendation and make the final decision on a preferred site then commence discussions with the Ministry of Health on advancing the planning of the proposed new hospital and negotiations on the Option to Purchase.

**Assessment & Panel Recommendation:** The Expert Panel will assess all proposals against the site selection criteria at each Stage contained herein and make recommendations to the Lakeridge Health Board of Trustees based on the evaluation outcomes. As previously outlined, the process is a two (2) Stage submission with Stage 1 Mandatory Criteria set out in Schedule A and Stage 2 Mandatory criteria, and weighted criteria Schedules B and C.

## 2.0 OBJECTIVES

The objective is for the identification and protection of land for a proposed future hospital by having Proponents agree to the terms of a potential land transaction within a 5 year period. It is understood that Proponents may likely expect a commitment from Lakeridge Health for this objective. Appendix A contains a form of Option to Purchase and Purchase and Sale Agreement with terms and conditions of the potential Purchase of the site (including price) that is expected to be defined and agreed as part of a Proponent's Stage 2 submission.

In order for Lakeridge Health to complete its submission to the Ministry of Health, the Hospital needs to identify and protect a site for the new hospital. However, there are several conditions precedent (including Ministry of Health approvals) that must be met by Lakeridge Health before it will be able to enter into a contractual commitment for the purchase of a site. Should they be necessary, such conditions precedent are often related to the Ministry of Health and Long-Term Care and Lakeridge Health's capital planning process and may not be disclosed to Proponents.

### 2.1 Overview of Stage 1 Proposal Evaluation Criteria

The Stage 1 Mandatory Proposal Submission requirements are defined in Schedule A. As an overview, based on the extensive consultation feedback, considering prudent land requirements

for a new hospital and experience of other hospitals in selecting new hospital sites, to advance to Stage 2 of the process, Proposals are expected to meet the following mandatory site criteria:

**Potential sites must:**

1. Contain a minimum of 50 acres of contiguous land
2. Have, or be able to obtain, a Record of Site Condition (RSC) to demonstrate there is no known soil or groundwater contamination above regulatory thresholds or geotechnical stability issues that could not be mitigated (O.Reg. 153/04) set by Ontario Ministry of the Environment, Conservation and Parks (MECP)
3. Not be located in a Key Natural Heritage and or have Hydrologic Features on lands
4. Not be characterized as part of the Greenbelt Area which includes the Oak Ridges Moraine
5. Be already serviced, or serviceable, by natural gas, electricity, Regional water, Regional wastewater, and communications infrastructure, including high speed internet, and site has potential redundancy for essential servicing (e.g., electricity, natural gas, communications)
6. Be greater than a 10km radius from another acute care hospital with an emergency department
7. Allow (for the creation of a heliport that meets the requirements of Canadian Aviation Regulations (CARs) 2019 1, Standard 325
8. Have no known heritage or archaeological impediments to development

For Proposals that meet the Stage 1 Mandatory Criteria and are Shortlisted for Stage 2, Proponents will be asked to submit Acceptance of or scope of changes to the Option to Purchase and Purchase and Sale Agreement (form of attached as Appendix D) as an additional Mandatory submission. Any changes (other than insertion of required information) will be assessed in terms of ability of Lakeridge Health to effectively transact with the Proponent.

## **2.2 Overview of Stage 2 Proposal Evaluation Criteria**

Proposals that meet the above mandatory requirements will be asked to submit a Stage 2 Submission that will be evaluated on additional diligence submissions supporting the Mandatory and Weighted criteria set out in Schedule B and C. These will be evaluated in accordance with the applicable weightings defined in such Schedule and outlined below:

1. Be comprised of lands that are suitable for the development and construction of a hospital with sufficient frontage and depth and life cycle cost considerations
2. Site specific factors that materially impact the total cost of development and ownership including: land acquisition cost (total and per acre), site mitigation, and servicing.
3. Proximity to planned residential growth areas within the Durham Regional Official Plan
4. Proximity to Regional Corridors as designated by the Durham Region Official Plan, including 400 series highways to facilitate access for patients requiring critical care
5. Land is not proximal to land with current or planned incompatible industrial uses and railway corridors



6. Proposed site is zoned to permit a public use, such as a hospital or can be rezoned to accommodate a hospital within the 3–5-year timeline (supported by an opinion from a Registered Professional Planner)
7. Convenience for current and anticipated future patient, family and staff travel/access (ease of access; ability to be served by public transit; etc,)
8. Value added components of the proposal (including greater than 50 acres).

### 2.3 Project Schedule

The project schedule is provided in table below:

<b>Milestone</b>	<b>Timelines</b>
Release of Site Proposal Cal	September 21, 2021
Confirmation of Intention to Bid	September 30, 2021
Deadline for Proponent Questions	October 1, 2021
Stage 1 Site Proposal Submission Deadline	October 8, 2021
Evaluation and Stage 2 Shortlist Notification	October 15, 2021
Stage 2 Submission	November 12, 2021
Planned Recommendations to Board of Trustees	December 2021

### 2.4 Proponent Expenses

The Proponents shall bear, all costs and expenses incurred by them relating to any aspect of their participation or intended participation in this Proposal Call including, without limitation, all costs and expenses related to a Proponents’ involvement or costs incurred in:

- (a) Due diligence, investigations, and information gathering processes;
- (b) Attendances and/or participation at any and all meetings;
- (c) The preparation and delivery of the Site Selection Proposal submissions and responding to any subsequent Requests for Additional Information; and
- (d) Any costs associated with executing the Option to Purchase and associated documents required by Lakeridge Health should the Proponent’s submission be endorsed by Lakeridge Health.

### 2.5 Additional Information

Expert Panel members are committed to expediting the selection site for this facility. The Expert Panel (or any of its consultants) at its discretion may ask for additional information from shortlisted Proponents through a Request for Additional Information. The deliverables defined above will form an integral part of the comprehensive report expected to be tabled to the planned Lakeridge Health’s Board of Trustees December 2021 meeting.

### 2.6 Notice of Award

Proponents will be advised of the decision of the Lakeridge Health Board of Trustees in writing by Lakeridge Health to the email address used to submit their Proposal.

## 3.0 PROPOSAL SUBMISSION AND CONTACT INFORMATION

### 3.1 General

The Expert Panel or Lakeridge Health may cancel the Proposal Call process without liability or obligation to declare its rationale for such action.

### 3.2 Proposal Submission

One (1) electronic copy of your Proposal shall be submitted via email that clearly identifies the Proponent Name and Description and submitted to the Proposal Call Administrator by no later than the applicable Site Proposal Submission Deadline indicated on the front page of this Proposal Call (or as may be changed through issuance of an Addendum to this Proposal Call) and in the Project Schedule:

**Email Submission:** [newhospitalproposal@lh.ca](mailto:newhospitalproposal@lh.ca)

**Description:** [Proponent Name] Bid Response to Identification and Protection of a Site for a Proposed New Hospital in Durham Region

### 3.3 Submission Procedures

- Proposals received after the Stage 1 or Stage 2 (as applicable) Site Proposal Submission Deadlines shall not be considered.
- The above timelines are subject to extension of time at the sole discretion of the Expert Panel. In the event a change is made to any of the above dates, the Bid Administrator will issue a formal Addendum to Proponents who submitted an Intention to Bid.
- The Expert Panel (through the Bid Administrator) may amend any timeline, including any Site Proposal Submission Deadlines, without liability, cost or penalty, and within its sole discretion.
- In the event of any extension to the Site Proposal Submission Deadlines, the Proponents shall thereafter be subject to the extended timeline.

### 3.4 Withdrawal of Proposal

An Intention to Bid may be withdrawn before the Stage 1 or Stage 2 Site Proposal Submission Deadlines by submitting a written request for withdrawal.

No submitted Proposal Call Submissions may be withdrawn or amended after the Site Proposal Submission Deadlines.

### 3.5 Amendment of Proposal Prior to Site Proposal Submission Deadline

A Proponent may amend any of its Proposal Call Submissions after submission but only if the Proposals are amended and resubmitted before the applicable Site Proposal Submission Deadline

by notice to the Bid Administrator in writing and replaced with a revised Proposal(s), in accordance with the provisions of this Site Proposal Call, before the Site Proposal Submission Deadlines.

### **3.6 Definitions**

For the purposes of the requirements stated in this Site Selection Proposal Call`

- a) “must” and “shall” indicate that the requirement is mandatory, subject to provisions of this Proposal Call; and
- b) “should”, “could” and “may” indicate that the requirement is discretionary.

### **3.7 Contact & Information**

All communications regarding any aspect, including public statements or advocacy materials, regarding a Proponent’s submission must be submitted via email to the Proposal Call Administrator identified in this Site Selection Proposal Call. Proponents who fail to comply with the requirement may be disqualified from the Proposal Call process.

Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with any of the following parties:

- a) any employee or agent of Lakeridge Health (except for as permitted to the Proposal Call Administrator);
- b) the Expert Panel members; or
- c) any member of the Hospitals’ governing bodies (Board of Trustees)

### **3.8 Information and Notices**

The Proponents are put on notice that from the date of issue of the Site Selection Proposal Call:

- a) only the Proposal Call Administrator is authorized to amend or waive the requirements of the Site Selection Proposal Call pursuant to the terms of this Site Selection Proposal Call;
- b) Proponents must not contact Lakeridge Health staff or its members of the Governing bodies (except for the Site Selection Proposal Call) or the Expert Panel identified, unless instructed in writing by the Proposal Call Administrator;
- c) under no circumstances shall the Proponent rely upon any information or instructions from anyone other than provided in writing by the Proposal Call Administrator; and,
- d) neither the Expert Panel or Lakeridge Health, its employees nor its agents shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the Proposal Call Administrator.

### 3.9 Clarifications and Questions

#### Submission

Proponents may request clarification of this Proposal Call by submitting all requests for clarification by email [newhospitalproposal@lh.ca](mailto:newhospitalproposal@lh.ca) to the attention of the Proposal Call Administrator by no later than the date and time indicated on the front page of this Proposal Call (**Stage 1 – 4:00 PM on October 1, 2021**) (or as may be changed through issuance of an Addendum to this Proposal Call). Deadline for clarifications and questions for Stage 2 will be defined as part of the Notice of Shortlisted Proponents on October 15, 2021.

#### Questions and Answers

The Proposal Call Administrator will provide Proponents with written responses to questions that are submitted by Proponents that have submitted a Notice of Intention to Bid. In answering the Proponent's questions, Proponents may request that their question is commercially sensitive and should not be publicly disclosed. Note that the Proposal Call Administrator shall include in the Addenda all questions but not attribute the questions to any Proponent. Notwithstanding the foregoing, the Proposal Call Administrator:

- a) may in his sole discretion answer similar questions from various Proponents only once, edit the questions for clarity, and exclude questions that are either inappropriate or not comprehensible,
- b) reserves the right to provide oral responses to minor questions and to not distribute the answers in Addenda, and
- c) reserves the right to and assess whether a question is commercially confidential and to not distribute the answers to such questions in Addenda and respond directly to the Proponent(s) asking such question.

Successful Shortlisted Stage 2 Proponents may be required to attend Oral Interviews to present their proposed site to the Expert Panel. The Oral Interviews will also provide an opportunity for the Expert Panel to ask questions and achieve greater clarity regarding the proponents proposals.

The purpose of the Oral Interviews is for the Proponents to demonstrate their Proposal's capabilities of meeting the Evaluation Criteria and to clarify their bid submission. Should the Proponent be asked to an Oral Interview, the Proponent is required to provide a presentation to the Expert Panel at least 2 Business Days in advance of the scheduled meeting and also respond to any questions that arise. The Fairness Advisor will be present during the Oral Interview.

The date, time and location (or virtually as COVID-19 protocols dictate) of any Oral Interviews will be confirmed in Stage 2. Proponents are responsible for all required transportation and any applicable costs incurred as a result of the travel to and from Lakeridge Health, 920 Champlain Court Whitby, ON L1N 6K9.

### **Clarification of Proponent's Proposal**

The Expert Panel through the Proposal Call Administrator shall have the right at any time after Proposal submission, to seek clarification from any Proponent in respect of the Proponent's Proposal, without contacting other Proponents. The Expert Panel is however not obliged to seek clarification of any aspect of any Proposal.

### **Verification of Information**

The Expert Panel shall have the right to verify any Proponent statement or claim by whatever means the Expert Panel or its advisors deem appropriate, including contacting persons in addition to those offered as references if applicable.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Expert Panel verifying such information by submitting a Proposal.

### **Documentation**

The Proponent must provide to the Expert Panel, at no cost to the Expert Panel, all documentation pertaining to the requirements identified in this Proposal Call.

### **Disqualification of Proposals**

The Expert Panel, without liability, cost or penalty, in its sole discretion, and without obligations to provide its reasons may disqualify any Proposal at any stage of the Proposal Call process if:

- a) the Proposal contains materially or substantive incorrect, incomplete or insufficient information;
- b) the Proponent misrepresents any information provided in its Proposal or fails to provide adequate disclosure of actual or potential conflict of interests;
- c) there is any evidence that the Proponent, its employees, or agents colluded with one or more other Proponents or any of its or their respective employees or agents in the preparation of the Proposal;
- d) the Proponent's lack of co-operation impedes the Proposal Call process or the evaluation of any Proposal or Proposals submitted pursuant to this Proposal Call;
- e) in the case of a Proposal jointly submitted by multiple parties, in the event that one party decides to opt out of the terms of the Proposal Call after submission, cannot continue to be a Proponent, or cannot fulfill the obligations set out in this Proposal Call; or,
- f) the Proponent reveals a conflict of interest in its Proposal or a conflict of interest is brought to the attention of the Proposal Call Administrator.

Notwithstanding the above, the Expert Panel shall have the right to waive any irregularities in Proposals or in the submission of Proposals, provided that such irregularities are minor and do not constitute a material deviation.

### **Discussions with Preferred Proponent or Proponents**

After agreeing on the Preferred Proponent, if any, the Board of Directors of Lakeridge Health may in its sole discretion, negotiate changes, amendments, or modifications to a Preferred Proponent's Proposal.

### **Confidentiality**

All correspondence, documentation and information of any kind, provided to any Proponent, in connection with or arising out of this Proposal Call or the acceptance of any Proposal:

- a) must be treated as confidential;
- b) must not be used for any purpose other than for replying to this Proposal Call; and
- c) must be returned upon request.

### **Proponent's Submissions**

All correspondence, documentation and information provided in response to or because of this Proposal Call may be reproduced for the purposes of evaluating the Proponent's submissions to this Proposal Call. If a portion of a Proponent's Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

## **3.10 Proposal Submissions and Personal Information**

### **Use**

Any personal information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from or provided by each Proponent shall only be used to evaluate the Proposal submissions.

### **Consent**

It is the responsibility of each Proponent to obtain the consent of such individuals prior to providing the information to the Expert Panel and the Expert Panel will consider that the appropriate consents have been obtained for such disclosure to and use.

### **Non-Disclosure Agreement**

The Expert Panel and Lakeridge Health reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Expert Panel and Lakeridge Health during the Stage 2 Proposal process.

### **Intellectual Property**

The Proponent should not use any intellectual property of the Expert Panel or Lakeridge Health, including but not limited to all logos, registered trademarks or trade names, at any time without the prior written approval the Expert Panel or Lakeridge Health as appropriate.

All deliverables, documentation, services and intellectual property rights of any kind derived and/or developed under this Site Selection Proposal Call are to remain the exclusive property of the Expert Panel and/or Lakeridge Health.

Requests to present data or publish or present papers derived from work under this Site Selection Proposal Call in any type of publications, journals or professional conferences must be made to the Expert Panel and/or Lakeridge Health and prior approval must be obtained in writing from the Expert Panel and/or Lakeridge Health as appropriate regardless of whether the Proponent or Proponents Proposal was disqualified or otherwise not selected.

### **Proponent's Proposals**

All Proposals and supporting documentation received shall become the property of Lakeridge Health.

### **Conflict of Interest**

The Proponent should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting its Proposals or in performing or observing the obligations set out in the Agreement, except to the extent any such conflict of interest or unfair advantage are set out in the Proposals.

### **Assignment**

The Proponent shall not assign any of its rights or obligations hereunder during the Proposal Call process without the prior written consent of the Expert Panel and/or Lakeridge Health as appropriate. Any act in derogation of the foregoing shall be null and void.

### **Governing Law**

The Proposal Call, the Proponent's Proposals and any resulting Agreement shall be governed by the laws of Ontario and Canada.

### **No Liability**

For clarity and notwithstanding anything stated, inferred or implied in this Proposal Call documentation, the Expert Panel and Lakeridge Health shall not be liable to any Proponent, person or entity for any losses, expenses, costs, claims or damages of any kind

- a) arising out of or by reason of or attributable to the Proponent responding to this Site Selection Proposal Call; or
- b) Recommendations made by the Expert Panel or Decisions made by Lakeridge Health (including electing to not enter into a final Option to Purchase or Agreement of Purchase and Sale); or
- c) as a result of the use of any information, error or omission contained in this Site Selection Proposal Call document or provided during the Site Selection Proposal Call process.

**DECLARATION & CERTIFICATION – PROPOSAL CALL SUBMISSION**

**Declaration and Certification**

**TO:** The Expert Panel  
Attention: Proposal Call Administrator

**FROM:** \_\_\_\_\_  
Proponent’s Legal Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City/Province/Postal Code  
\_\_\_\_\_  
Principal Contact Name (“Proponent”)

**REFERENCE** *Identification of a Site for a Proposed New Hospital in Durham Region (RFP”)*

I am duly authorized by the Proponent, including the persons, firms, corporations and advisors joining in the submission of this Proposal, to execute this Declaration and Certification.

I declare and certify as follows:

**1 Proponent Information**

- (a) The full legal name of the Proponent is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (b) The name, address, telephone, facsimile number and e-mail address of the contact person for the Proponent is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (c) The jurisdiction under which the Proponent is formed is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2 Offer**

The Proponent has carefully examined the Site Selection Proposal Call documents and has a clear and comprehensive knowledge of what is required under the Site Selection Proposal Call. By



submitting its Proposals, the Proponent agrees and consents to the terms, conditions and provisions of the Site Selection Proposal Call,

**3 Addenda**

The Proponent is deemed to have read and accepted all Addenda issued by the Proposal Call Administrator prior to the Site Proposal Submission Deadlines. The onus remains on the Proponent to make any necessary amendment to its Proposal based upon the Addenda.

**4 Proposal Irrevocability Period**

The Proponent agrees that its Stage 2 Proposal shall be irrevocable until **December 31, 2022** following the Site Proposal Submission Deadline.

**5 Disclosure of Information**

The Proponent hereby agrees that any information provided in the Proposals, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposals to the Expert Panel and/or Lakeridge Health’s advisors retained for the purpose of evaluating or participating in the evaluation of its Proposals.

**6 Execution of Agreement**

If our Stage 2 Proposal (and information provided in its Stage 1 Proposal) are recommended by the Expert Panel and subsequently selected by the Lakeridge Health Board of Trustees, the Proponent agrees to finalize and execute the Option to Purchase Agreement and associated documents (“Agreement”) in the form of provided in its Proposal and the terms of which may be further negotiated and be subject to Lakeridge Health’s review and acceptance. The Proponent acknowledges that the Agreement shall incorporate the terms of this Site Selection Proposal Call and the Proponent’s responses to the Schedules herein.

---

Signature of Witness

---

Signature of Proponent representative

---

Name of Witness

---

Name and Title

---

Date:

I have authority to bind the Proponent

**SCHEDULE A – MANDATORY STAGE 1 PROPOSAL SUBMISSION  
REQUIREMENTS**

**MANDATORY CRITERIA**

**Proponent to append supporting documents (Word, PDF or Excel as appropriate) for EACH Criteria clearly labelled referencing the Criteria enumeration.**

	<b>Stage 1 Mandatory Criteria</b>	<b>Minimum Requirements</b>
1	Contain a minimum of 50 acres of contiguous land	Registered Site Survey if available. If not available documentation showing site boundaries and explanation as to why no survey exists at this time. Proof of Registered or Beneficial Ownership of Proposed Site or persons that hold an unfettered and unconditional right to convey the property to Lakeridge Health at the time of the Stage 1 Submission (as evidenced by a Land Registry (TerraView) document together with a further representation and warranty that the proponent will maintain that interest at the time of closing).
2	Have, or be able to obtain, a Record of Site Condition (RSC) to demonstrate there is no known soil or groundwater contamination above regulatory thresholds or geotechnical stability issues that could not be mitigated (O.Reg. 153/04) set by Ontario Ministry of the Environment, Conservation and Parks (MECP)	If formal reports not available, listing of Persons with whom due inquiry has been made.
3	Not be located in a Key Natural Heritage and or have Hydrologic Features on lands	If available as documented in a Registered Professional Planning Report (RPP). If formal report not available, listing of Persons with whom due inquiry has been made.
4	Not be characterized as part of the Greenbelt Area which includes the Oak Ridges Moraine	If available as documented in a Registered Professional Planning Report (RPP). If formal report not available, listing of Persons with whom due inquiry has been made.
5	Be already serviced, or serviceable, by natural gas, electricity, Regional water, Regional wastewater, and communications infrastructure, including high speed internet, and site has potential redundancy for essential servicing (e.g., electricity, natural gas, communications)	Documented in a Registered Professional Planning Report (RPP) Referencing the Region of Durham Serving Growth Plan. If formal report not available, listing of Persons with whom due inquiry has been made to support the statements.
6	Be greater than a 10km radius from another acute care hospital with an emergency department	Provide scaled site map rendering with indicators of other acute care facilities showing such are not within 10 km radius.
7	Allow (for the creation of a heliport that meets the requirements of Canadian Aviation Regulations (CARs) 2019 1, Standard 325	If available as documented in an Aviation Engineering Report. If formal report not available, listing of Persons with whom due inquiry has been made to support statement of suitability.
8	Have no known heritage or archaeological impediments to development	Valid Archeology report. If formal report not available, listing of Persons with whom due inquiry has been made to support the statements.

**END OF STAGE 1 CRITERIA**

## SCHEDULE B – STAGE 2 MANDATORY PROPOSAL SUBMISSION REQUIREMENTS

### MANDATORY CRITERIA

**Proponent to append supporting documents (Word, PDF or Excel as appropriate) for EACH Criteria clearly labelled referencing the Criteria enumeration.**

	Stage 2 Mandatory Criteria	Minimum Requirements (Unless already provided in Stage 1 Submission)
1	Contain a minimum of 50 acres of contiguous land	Registered Site Survey and Local and provincial hydro reports as to existence of unregistered hydro easements (if any).  A tax certificate as part of Stage 2 Proposal Submission.
2	Have, or be able to obtain, a Record of Site Condition (RSC) to demonstrate there is no known soil or groundwater contamination above regulatory thresholds or geotechnical stability issues that could not be mitigated (O.Reg. 153/04) set by Ontario Ministry of the Environment, Conservation and Parks (MECP)	Record of Site Condition; and Canadian Nuclear Laboratories report confirming that their records show no active waste sites on or near the Proposed Site; and  Technical Standards & Safety Authority report confirming that there are no records of any fuel storage tanks at the Proposed Site.
3	Not be located in a Key Natural Heritage and or have Hydrologic Features on lands	Registered Professional Planning Report (RPP) or equivalent professional report and Conservation authority report indicating whether or not the Proposed Site is impacted by any restrictions imposed by any conservation legislation, regulation, policy or other applicable restriction – requirement of any approvals or permits for site development.
4	Not be characterized as part of the Greenbelt Area which includes the Oak Ridges Moraine	Registered Professional Planning Report (RPP) or equivalent professional report.
5	Be already serviced, or serviceable, by natural gas, electricity, Regional water, Regional wastewater, and communications infrastructure, including high speed internet, and site has potential redundancy for essential servicing (e.g., electricity, natural gas, communications)	Registered Professional Planning Report (RPP) or equivalent professional report referencing the Region of Durham Serving Growth Plan.

6	Be greater than a 10km radius from another acute care hospital with an emergency department	Provide scaled site map rendering with indicators of other acute care facilities showing such are not within 10 km radius.
7	Allow (for the creation of a heliport that meets the requirements of Canadian Aviation Regulations (CARs) 2019 1, Standard 325	Aviation Engineering Report or equivalent professional report.
8	Have no known heritage or archaeological impediments to development	Valid Archeology report issued by a professional qualified to provide such report and search results from the Bereavement Authority of Ontario's website confirming that there are no records of any cemeteries on the Proposed Site.
9	Acceptance of or scope of changes to the Option to Purchase and Purchase and Sale Agreement	Proposed Option Agreement and Purchase of Sale Agreement (unsigned) without material changes or modifications.

**SCHEDULE C – STAGE 2 ADDITIONAL PROPOSAL REQUIREMENTS**

Consideration	Assessment	Scale Factors	Max Points out of 100
Be comprised of lands that are suitable for the development and construction of a hospital with sufficient frontage and depth and life cycle cost considerations.	Proposed land has access and dimensions that facilitate a health campus development. Including assessment of complexity and cost of development on the site (including servicing and constructability).	Depth, frontage, access, serviceability and land features provides adequate space for development and construction	<b>20</b>
Site specific factors that materially impact the total cost of development and ownership including: land acquisition cost (total and per acre), site mitigation and servicing.	Total cost (as documented in the Option and Purchase and Sale Agreements and Option Agreement), and other cost considerations related to site servicing and access.	Lowest total cost highest point total	<b>10</b>
Proximity to planned residential growth areas within the Durham Regional Official Plan.	As documented in a Registered Professional Planning Report (RPP) referencing Region of Durham and Municipal Official Plans and other documentation as appropriate	Reasonable 'buffer' from but not adjacent to residential developments (existing or planned) preferable	<b>10</b>
Proximity to Regional Corridors as designated by the Durham Region Official Plan, including 400 series highways to facilitate access for patients requiring critical care.	As documented in a Registered Professional Planning Report (RPP) referencing Region of Durham and Municipal Official Plans and other documentation as appropriate	Direct site access (existing) to major arterial roads and 400 series highways highest rated. Potential direct access (supported by Planning Report) mid point. No direct access to major arterial roads or 400 series highways possible due to location or needing to cross other land holdings lowest rating	<b>16</b>

<p>Land is not proximal to land with current or planned incompatible industrial uses and railway corridors.</p>	<p>As documented in a Registered Professional Planning Report (RPP) referencing existing industrial uses and rail corridors as well as Region of Durham and Municipal Official Plans and other documentation as appropriate. Provide map noting nearest industrial sites and railway corridors (in km)</p>	<p>No existing or planned rail corridors or incompatible or potentially incompatible industrial sites within 2km highest rated. Adjacent to functioning freight rail and less than 2km from major industrial complexes lowest rating</p>	<p><b>7</b></p>
<p>Proposed site is zoned to permit a public use, such as a hospital or can be rezoned to accommodate a hospital within the 3–5-year timeline (supported by an opinion from a Registered Professional Planner).</p>	<p>As documented in a Registered Professional Planning Report (RPP) referencing Region of Durham and Municipal Official Plans and other documentation as appropriate including current zoning designation and detailed steps to a rezoning for institutional use</p>	<p>Site is currently zoned for institutional (hospital use) highest points. Letter(s) of support from Region of Durham and Municipalities supporting rezoning mid-point. Planning report outlining complex and likely contentious land use planning approvals lowest points</p>	<p><b>12</b></p>
<p>Convenience for current and anticipated future patient, family and staff travel/access (ease of access; ability to be served by public transit; etc.</p>	<p>Professional Planning Report (RPP) that identifies currently available or planned (within 10 years) transit routes serving the site</p>	<p>Existing transit access adjacent to site highest scoring. Sliding scale to sites within existing expansion plans</p>	<p><b>20</b></p>
<p>Value added components of the proposal (including greater than 50 acres, etc.)</p>	<p>Additional developable land above minimum requirement, complexity of transaction ownership structure, public sector partnership in ownership of site.</p>	<p>Additional developable land and clear title with single owner highest scoring</p>	<p><b>5</b></p>

**APPENDIX A – FORM OF OPTION AND PURCHASE AND SALE AGREEMENT**



**OPTION TO PURCHASE AGREEMENT**

THIS AGREEMENT made as of the [insert] day of [insert], [insert].

BETWEEN:

**[INSERT]**

(the “Optionor”)

- and -

**LAKERIDGE HEALTH**

(the “Optionee”)

**WHEREAS:**

- A. Pursuant to a Proposal Call process (the “**Proposal Call Process**”), the Optionee has identified the Property as a suitable property for a proposed future hospital site to be developed by the Optionee;
- B. The Optionor is the registered owner of the Property;
- C. The Optionor has agreed to grant to the Optionee an option to purchase the Property upon the terms and conditions set out herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the Option Fee and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Optionor), the parties hereto hereby covenant and agree as follows:

**1. DEFINITIONS**

In this Agreement the following terms shall have the respective meanings ascribed thereto as follows:

- (a) “**Business Day**” means any day other than a Saturday, Sunday or a statutory or municipal holiday in the municipality in which the Property is situate.
- (b) “**Claims**” means, collectively, all actions, causes of action, claims, losses, demands, damages, liabilities, penalties, costs and expenses of every nature and kind suffered or

incurred by a party.

- (c) “**Closing Date**” means the date which is **[insert]** days after the Exercise Date, provided that if such date is not a Business Day then the Closing Date shall be the first Business Day thereafter.
- (e) “**Exercise Date**” means the date on which the Optionee delivers Notice to the Optionor exercising the Option.
- (f) “**Expiry Date**” means the date determined in accordance with Section 3(b) of this Agreement.
- (g) “**Governmental Authority**” means any municipal, regional, provincial or federal government and any regulatory authority, agency, commission, board, branch or department thereof having or claiming jurisdiction over the Property.
- (h) “**H.S.T.**” means all goods and services tax, harmonized sales tax or other sales or value added tax imposed under Part IX of the *Excise Tax Act* (Canada), as amended from time to time, or under any provincial legislation similar thereto.
- (h) “**Lands**” means the lands described in Schedule A hereto.
- (i) “**Option**” means the option to purchase the Property granted by the Optionor to the Optionee herein.
- (j) “**Option Fee**” means the sum of **[insert]** plus applicable H.S.T. payable by the Optionee to the Optionor.
- (k) “**Property**” means the Lands and any structures or improvements thereon (if any).
- (l) “**Proposal Call Process**” has the meaning ascribed thereto in Recital A.
- (m) “**Purchase Agreement**” means the agreement of purchase and sale in respect of the Property on the terms and conditions set out in Schedule B hereto, which will arise in the event that the Option herein is exercised.

## 2. OPTION FEE

- (a) The Optionee agrees to pay the Option Fee to the Optionor by wire transfer, concurrent with execution of this Agreement.
- (b) Notwithstanding anything herein contained to the contrary, if the Option is exercised by the Optionee, the Option Fee shall be credited against the purchase price payable by the Optionee pursuant to the Purchase Agreement.
- (c) Subject to Section 2(b), the Optionee acknowledges that the Option Fee is non-refundable and belongs to the Optionor upon execution and delivery of this Agreement, save and except in the following circumstances:
  - (i) the parties determine, either before or after the exercise of the Option, that the transfer of the Property will not comply with the *Planning Act* (Ontario);
  - (ii) the Optionor is not able to give the Optionee good title to the Property, free and clear of all encumbrances other than Permitted Encumbrances, for any other reason whatsoever; or
  - (iii) the Optionor defaults in its obligation to complete the transaction of purchase and sale arising upon exercise of the Option.

## 3. GRANT OF OPTION TO PURCHASE

- (a) In consideration of the Option Fee, the Optionor hereby grants to the Optionee an exclusive, irrevocable option to purchase the Property, upon the terms and conditions set out in this Agreement.
- (b) The Option hereby granted shall be exercisable by the Optionee by Notice given to the Optionor at any time on or before **[date 5 years from Execution Date to be inserted]** (the “Expiry Date”).
- (c) If the Optionee exercises the Option as aforesaid on or before the Expiry Date, thereupon there shall be constituted a binding agreement of purchase and sale between the Optionor, as the vendor, and the Optionee, as purchaser, pursuant to which the Optionor shall sell the Property to the Optionee for the purchase price and upon the other terms and conditions set out in the Purchase Agreement.
- (d) If the Optionee does not exercise the Option on or before the Expiry Date, the Option shall be null and void, this Agreement shall be terminated and neither party shall have any further obligation to the other hereunder, save only for any obligations which, according to the express terms of this Agreement, survive termination.

#### 4. DELIVERIES

- (a) Within **[insert]** Business Days after the date of execution of this Agreement by the parties hereto, the Optionor shall deliver to the Optionee the following documents and files relating to the Property (save to the extent already delivered to the Optionee as part of the Proposal Call Process):
- (i) copies of all reports relating to the environmental condition of the Property, including without limitation a current soil test report, a Phase I environmental site assessment and, if applicable, a Phase II environmental site assessment;
  - (ii) copies of outstanding work orders, directives or letters of non-compliance issued by any Governmental Authority affecting the Property, if any;
  - (iii) an up to date plan of survey for the Property showing any structures and improvements on the Lands, easements, rights of way, and fences; and
  - (iv) the current realty tax bill, the realty tax bill for the previous calendar year, current notices of assessment and any supplementary notices of assessment, and details of any outstanding realty tax appeals,

including, any and all updates to the foregoing documents and files if such documents and files were delivered to the Optionee as part of the Proposal Call Process.

- (b) Within three (3) Business Days of receipt of a request from the Optionee, the Optionor shall execute and deliver to the Optionee authorizations permitting Governmental Authorities to release information respecting the Property to the Optionee, provided that any such authorizations shall not authorize or request any inspections of the Property.

#### 5. ACCESS

The Optionor shall permit the Optionee and its employees, agents, representatives, consultants and contractors to have access to the Property, from time to time, at reasonable times and upon prior Notice, at the sole expense and risk of the Optionee, for the purpose of conducting such tests, inspections and investigations as the Optionee may deem necessary or desirable, including without limitation soil tests, environmental audits, and any condition inspections or studies. Such access shall be subject to the following terms and conditions:

- (a) such tests, inspections and investigations will not materially interfere with the operation of the Property or with the tenants thereof; and
- (b) the Optionee shall provide at least two (2) Business Days' prior notice to the Optionor of any such tests, inspections and investigations.

The Optionor acknowledges that the tests and studies may involve the drilling of holes or similar investigations. The Optionee agrees to restore the Property to its original condition, insofar as reasonably possible. The Optionee agrees to indemnify the Optionor from and against all Claims

directly and solely caused by any entry, tests, inspections and investigations or other activity on the Property by the Optionee or by its employees, agents, representatives, consultants or contractors. This indemnity shall survive termination of this Agreement, notwithstanding anything herein contained to the contrary.

## **6. REGISTRATION OF NOTICE**

- (a) The Optionor and the Optionee acknowledge and agree that this Option to Purchase Agreement shall run with the lands. The Optionee may register notice of this Agreement against the Property, at the Optionee's cost.
- (b) The Optionor hereby covenants and agrees to execute such further and other instruments and documents as may reasonably be required by the Optionee to effect registration of this Agreement or a notice hereof, having priority over all charges and liens, without cost or condition to the Optionee. Without limiting the generality of the foregoing, the Optionor covenants and agrees to forthwith obtain and register postponements from holders of any mortgages, charges, liens or other encumbrances against the Property in favour of the notice of this Agreement.
- (c) In the event that the Optionee does not exercise the Option granted pursuant to this Agreement, then the Optionee shall authorize the Optionor to delete the said notice from title to the Property following the Expiry Date.

## **7. OPTIONOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

The Optionor represents and warrants to and covenants with the Optionee, as of the date hereof, as follows:

- (a) That this Agreement (including without limitation the Purchase Agreement) has been duly authorized by all corporate action required to be taken by the Optionor, and constitutes a legal, valid and binding obligation of the Optionor, enforceable in accordance with its terms.
- (b) That the Optionor is the sole legal and beneficial owner of the Property, is in lawful, exclusive and peaceable possession thereof, and has the right to convey the Property free and clear of all encumbrances, save only for the Permitted Encumbrances (as defined in Schedule B hereto).
- (c) That there are no mortgages, charges, liens or other encumbrances affecting the Property, other than (i) Permitted Encumbrances as aforesaid and (ii) such as will be postponed in favour of a notice of this Option to Purchase Agreement and will be discharged on or before the closing date of the purchase of the Property by the Optionee, if the Option is exercised.
- (d) That there are no other options to purchase and no rights of first refusal or other purchase rights with respect to the Property or any part thereof.

- (e) That the representations and warranties on the part of the Optionor set out in this Section 7 and in Section 6.1 of Schedule B hereto are true, accurate and complete as of the date hereof, and shall be true, accurate and complete as of the closing date of the purchase of the Property by the Optionee, in the event that the Option is exercised.
- (f) The Optionor shall not transfer the Property to a third party prior to the Expiry Date (or prior to the Closing Date, if the Option shall have been exercised in accordance with this Agreement), unless the proposed transferee first executes a written agreement with the Optionee, in form and substance satisfactory to the Optionee, assuming the obligations of the Optionor hereunder, failing which any transfer to such proposed transferee shall be of no force and effect. If required by the Optionee, the Optionor shall register against the Property an application to impose a restriction on the Property to prohibit a transfer or charge without the Optionee's consent.

**8. NO ASSIGNMENT**

The Purchaser shall not be entitled to assign the Option or the rights and obligations under this Option to Purchase Agreement, in whole or in part.

**9. PLANNING ACT**

This Agreement is subject to the condition that the provisions of Section 50 of the *Planning Act* (Ontario), as amended, are complied with. The Optionor shall take all steps necessary, at its expense, in order to comply with the said provisions of the *Planning Act* (Ontario).

**10. TIME OF THE ESSENCE**

Time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Optionor and the Optionee or by their respective solicitors who may be specifically authorized in that regard.

**11. NOTICE**

Any notice, statement, document or other communication required or permitted to be given to any party pursuant to the provisions of this Agreement (a “**Notice**”) shall be in writing and given by personal delivery or by e-mail or other means of electronic transmission, addressed as follows:

To the Optionor: [insert name and address]

Attention: [insert]

Email: [insert]

With a copy to: [insert name and address]

Attention: [insert]

Email: [insert]

To the Optionee: Lakeridge Health  
1 Hospital Court, Oshawa ON

Attention: President & CEO  
Email: [insert]

With a copy to: Borden Ladner Gervais LLP  
Bay Adelaide Centre, East Tower  
22 Adelaide St W  
Toronto, ON, Canada  
M5H 4E3

Attention: [insert]  
Email: [insert]

Any such Notice shall, if delivered or sent by e-mail or other electronic transmission prior to 5:00 p.m. (local time at the place of receipt) on a Business Day, be deemed to have been received by the other party on the same day on which it was delivered or transmitted, and, if delivered or transmitted at any other time, shall be deemed to have been received by the other party on the next following Business Day. Any party may change its address under this Section by giving Notice to the other party.

## **12. AGENCY FEE**

All real estate commissions or fees payable with respect to this transaction shall be payable by the Optionor, and the Optionor shall indemnify and save harmless the Optionee with respect to any and all such commissions or fees.

## **13. ENTIRE AGREEMENT**

This Agreement, including any Schedules attached hereto, constitutes the entire agreement between the Optionee and the Optionor. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.

## **14. FURTHER ASSURANCES**

Each party shall, at the request and expense of the other party, promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that such other party may reasonably require from time to time for the purpose of carrying out the intent of this Agreement.

## **15. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**16. CONFIDENTIALITY**

The parties agree to keep all aspects of their negotiations and the terms of this Agreement confidential, save only for disclosure of necessary information to their respective consultants, agents, professional advisors and solicitors from time to time and as may be required by law. This provision shall survive termination of this Agreement.

**17. SUCCESSORS AND ASSIGNS**

This Agreement shall enure to the benefit of and be binding upon the Optionee and the Optionor and their respective successors and permitted assigns.

**18. COUNTERPARTS; ELECTRONIC TRANSMISSION**

This Agreement may be executed in separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts taken together shall constitute one and the same agreement. The signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. This Agreement may be executed and delivered by telecopier or other electronic transmission, and, if so executed and transmitted, this Agreement shall be for all purposes as effective as if the parties had delivered an executed original Agreement.

**[SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF** the parties hereto have executed this Option to Purchase Agreement.

***[INSERT]***  
***(Optionor)***

***Per:*** \_\_\_\_\_

***Name:***

***Title:***

***Per:*** \_\_\_\_\_

***Name:***

***Title:***

I/We have authority to bind the Optionor.

**LAKERIDGE HEALTH**  
(Optionee)

*Per:* \_\_\_\_\_

*Name:*

*Title:*

*Per:* \_\_\_\_\_

*Name:*

*Title:*

I/We have authority to bind the Optionee.

**SCHEDULE A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**[insert]**

## **SCHEDULE B**

### **TERMS AND CONDITIONS OF AGREEMENT OF PURCHASE AND SALE**

This schedule sets out the terms of the agreement of purchase and sale between [insert] (the “**Vendor**”), as vendor, and Lakeridge Health (the “**Purchaser**”), as purchaser, which comes into effect upon the exercise of the option to purchase by the Purchaser in respect of the lands and premises described in Schedule A hereto (the “**Property**”) pursuant to an option to purchase agreement dated [insert Execution Date] (the “**Option Agreement**”).

**See Attached**

**AGREEMENT OF PURCHASE AND SALE**

**THIS AGREEMENT** dated as of the **[insert]** day of **[insert]**, **[insert]**  
**B E T W E E N:**

**[INSERT]**  
*(hereinafter called the “Vendor”)*

**OF THE FIRST PART**

- and -

**LAKERIDGE HEALTH**  
*(hereinafter called the “Purchaser”)*

**OF THE SECOND PART**

**IN CONSIDERATION OF** the mutual covenants and agreements herein set out, the sum of Two Dollars (\$2.00) now paid by each of the parties hereto to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party hereto), the parties hereto hereby agree as follows:

**ARTICLE 1**

**INTERPRETATION**

**1.1 DEFINITIONS**

In this Agreement the following terms shall have the respective meanings ascribed thereto as follows:

- (a) **“Acceptance Date”** means the date of execution and delivery of this Agreement by both the Purchaser and the Vendor.
- (b) **“Agreement”** means this agreement of purchase and sale and the schedules attached hereto, as same may be amended, supplemented and restated from time to time.
- (c) **“Board Approval Date”** means the date which is **[insert]** days following the Acceptance Date.
- (d) **“Business Day”** means any day other than a Saturday, a Sunday or a statutory or municipal holiday in the municipality in which the Property is situate.
- (e) **“Claims”** means, collectively, all actions, causes of action, claims, losses, demands, damages, liabilities, penalties, costs and expenses of every nature and kind suffered or incurred by a party.
- (f) **“Closing”** means the completion of the within transaction of purchase and sale of the Property.

- (g) “**Closing Date**” means the date for completion of the transaction of purchase and sale herein contemplated, as set out in Section 8.1, or such other date for completion as may be agreed upon by the Vendor and the Purchaser.
- (h) “**Consent**” has the meaning ascribed thereto in Section 5.2(b).
- (i) “**Deposit**” means, collectively, the First Deposit and the Second Deposit.
- (j) “**DRA**” has the meaning ascribed thereto in Section 8.6.
- (k) “**Due Diligence Condition Date**” means the date which is [insert] days following the Acceptance Date.
- (l) “**ETA**” means Part IX of the Excise Tax Act (Canada), as amended from time to time.
- (m) “**First Deposit**” has the meaning ascribed thereto in Section 4.2(a).
- (n) “**Final Adjustment Date**” has the meaning ascribed thereto in Section 4.4(c).
- (o) “**Governmental Authority**” means any municipal, regional, provincial or federal government and any regulatory authority, agency, commission, board, branch or department thereof having or claiming jurisdiction over the Property.
- (p) “**H.S.T.**” means all goods and services tax, harmonized sales tax or other sales or value added tax imposed under the ETA and under any provincial legislation similar to the ETA.
- (q) “**Hazardous Substance**” means any substance that is, or is likely to be, hazardous or harmful to the environment or likely to cause an adverse effect, damage or impairment to persons or property and includes, without limiting the generality of the foregoing, the following: (A) any substance that, if added to water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by humans or by any animal, fish or plant; (B) any solid, liquid, gas or odour or combination of any of them that, if emitted into air, soil or water, would create or contribute to the creation of a condition that does or would endanger the health, safety or welfare of persons or the health of animal life, interfere with normal enjoyment of life or property, or cause damage to plant life or to property; and (C) any material or substance declared or deemed to be hazardous, toxic, deleterious, caustic, radioactive, explosive, dangerous, a contaminant, a waste, a source of contaminant, a pollutant or a dangerous good under any environmental law, including, without limitation, petroleum hydrocarbons, benzene, toluene, ethylbenzene, xylene, urea formaldehyde, asbestos, lead, polychlorinated biphenyls and dioxins
- (r) “**Intended Uses**” has the meaning ascribed thereto in Section 5.1(b)(i).
- (s) “**Notice**” has the meaning ascribed thereto in Section 11.
- (t) “**OMB**” means the Ontario Municipal Board or any successor Governmental Authority.
- (u) “**Option**” has the meaning ascribed thereto in the Option Agreement.
- (v) “**Option Agreement**” means the option agreement dated [insert] between the Vendor and the Purchaser.
- (w) “**Option Fee**” has the meaning ascribed thereto in the Option Agreement.
- (x) “**Outside Date**” means the date which is [insert] months following the Acceptance Date.
- (y) “**Permitted Encumbrances**” has the meaning ascribed thereto in Section 7.1.
- (z) “**Person**” means any individual, sole proprietorship, partnership, limited partnership, limited liability company, corporation, firm, unincorporated association or organization, trust or Governmental Authority.

- (aa) **“Property”** means those certain lands and premises legally described in Schedule A hereto.
- (bb) **“Purchase Price”** has the meaning ascribed thereto in Article 4 hereof.
- (cc) **“Purchaser’s Solicitors”** means Borden Ladner Gervais LLP.
- (dd) **“Requisite Deliveries”** has the meaning ascribed thereto in Section 8.6.
- (ee) **“RFP Process”** means the issuance of a non-binding request for proposal by the Purchaser dated [insert] pursuant to which the Property was identified as a suitable property for a proposed future hospital site to be developed by the Purchaser.
- (ff) **“Second Deposit”** has the meaning ascribed thereto in Section 4.2(b).
- (gg) **“Statement of Adjustments”** has the meaning ascribed thereto in Section 4.4.
- (hh) **“Tendering Party”** has the meaning ascribed thereto in Section 8.7.
- (ii) **“Transaction”** means the transaction contemplated or required by this Agreement.
- (jj) **“Transfer”** has the meaning ascribed thereto in Section 8.3.
- (kk) **“Vendor’s Solicitors”** [NTD: to be confirmed].
- (ll) **“Zoned in Final Form”** has the meaning ascribed thereto in Section 5.2(a).

## 1.2 CERTAIN RULES OF INTERPRETATION

In this Agreement:

- (a) the division into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (b) the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular portion of this Agreement; and
- (c) unless specified otherwise or the context otherwise requires:
  - i. references to any Article, Section or Schedule are references to the Article or Section of, or Schedule to, this Agreement; and
  - ii. words in the singular include the plural and vice-versa and words in one gender include all genders.

## 1.3 PERFORMANCE ON BUSINESS DAYS

If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, the action is valid if taken on or by the next succeeding Business Day.

## 1.4 CURRENCY

All references to currency in this Agreement, unless specified otherwise, shall be deemed to be references to amounts in Canadian dollars.

## 1.5 SCHEDULES

The following Schedules are attached to and form part of this Agreement:

- Schedule A - Legal Description
- Schedule B - Permitted Encumbrances
- Schedule C - Vendor’s Work [insert, as necessary]

ARTICLE 2  
PURCHASE AND SALE

**2.1 PURCHASE AND SALE OF THE PROPERTY**

The Vendor agrees to sell the Property to the Purchaser and the Purchaser agrees to buy the Property from the Vendor, on and subject to the terms and conditions herein contained.

**2.2 REFERENCE PLAN**

The Vendor shall cause to be prepared by a qualified Ontario land surveyor a reference plan of survey showing the Property, any existing easements affecting the Property, any lands which are to be made subject to easements to be reserved or transferred pursuant to this Agreement and any lands which are to be made subject to use restrictions pursuant to this Agreement as Parts thereon. The proposed reference plan shall be subject to the approval of the Purchaser. The Vendor shall cause such reference plan of survey to be deposited on title at least thirty (30) days prior to the Closing Date, and shall deliver to the Purchaser, at least twenty (20) days prior to the Closing Date, a copy of the deposited reference plan together with a certificate of the surveyor, certifying to the Purchaser the acreage of the Property to three decimal places. The Vendor shall bear all costs in connection with the reference plan of survey and the certificate of acreage.

**ARTICLE 3**

**DELIVERIES AND ACCESS**

**3.1 DELIVERIES BY VENDOR**

- (a) Within three (3) Business Days after the Acceptance Date, the Vendor shall deliver to the Purchaser copies of all relevant information and documents in possession or control of the Vendor, including, without limitation, all surveys, plans and specifications, and a soil test report, an environmental report (including without limitation a Phase I environmental site assessment), an engineering report, a site grading plan, a storm water management plan and an archaeological report (collectively, the “**Vendor Deliveries**”), save to the extent already delivered to the Purchaser as part of the RFP Process provided that the Vendor delivers any and all updates to such Vendor Deliveries in accordance with this Section 3.1. Further, if additional reports, plans or surveys or other documents referenced to in this Section 3.1 are subsequently obtained by the Vendor, copies shall be provided to the Purchaser forthwith.

If the Purchaser has not received any or all of the above Vendor Deliveries within the aforesaid time period, the Purchaser may at any time thereafter, prior to receipt of said deliveries, terminate this Agreement by Notice in writing to the Vendor, and the Deposit shall then be returned to the Purchaser forthwith after delivery of such Notice, together with any interest accrued thereon and without set-off or deduction. Failure to give such Notice shall not constitute a waiver of the Purchaser’s right to receive timely delivery of the Vendor Deliveries.

- (b) Within [insert] Business Days after the Acceptance Date, the Vendor shall deliver to the Purchaser a record of site condition for the Property conforming to the following requirements: the record must be in the usual form; the record must show, without qualification, that the Property complies with Ministry of the Environment Guidelines for clean-up standards [or the standards specified in a diligence risk assessment] for the kind of use that includes the Intended Uses; the record must be addressed to the Purchaser; the



record must be signed by consultants reasonably approved by the Purchaser in writing; the record must be accompanied by a certificate reasonably satisfactory to the Purchaser showing that the consultants have errors and omissions insurance coverage for at least \$5 million per occurrence; the record must have been filed with and acknowledged by the Ministry of the Environment.

- (c) Within two (2) Business Days of receipt of a request from the Purchaser, the Vendor shall execute and deliver to the Purchaser authorizations permitting Governmental Authorities to release information respecting the Property to the Purchaser.
- (d) Within two (2) Business Days of receipt of a request from the Purchaser, the Vendor shall consent to and, if necessary, execute such applications and documents relating to development of the Property as are required to be signed by the registered owner of the Property. The Vendor further agrees to support any applications by the Purchaser related to development of the Property for the Intended Uses.

### **3.2 ACCESS TO THE PROPERTY**

Following the Acceptance Date, the Vendor shall permit the Purchaser and its employees, agents, representatives, consultants and contractors to have access to the Property, from time to time, at the sole expense and risk of the Purchaser, for the purpose of conducting such tests, inspections and investigations as the Purchaser may deem necessary or desirable, including, without limitation, soil tests, environmental audits, inspections and studies. The Vendor acknowledges that the tests and studies may involve the drilling of holes or similar investigations. The Purchaser agrees to restore the inspected Property to the condition in existence immediately prior to the inspections, insofar as reasonably possible, in the event this transaction is not completed. The Purchaser agrees to indemnify the Vendor from and against all Claims directly and solely caused by any entry, tests, inspections and investigations or other activity on the Property by the Purchaser or by its employees, agents, representatives, consultants or contractors. This indemnity shall survive termination of this Agreement, notwithstanding anything herein contained to the contrary.

## **ARTICLE 4**

### **PURCHASE PRICE**

#### **4.1 PURCHASE PRICE**

The purchase price for the Property shall be the sum of [insert] Dollars (\$[insert]) (the "Purchase Price"), subject to adjustments as herein set out.

[NTD: include the following if Purchase Price is tied to acreage: The Purchase Price has been calculated on the basis of \$[insert] per acre, for [insert] acres (The "Estimated Area"). In the event that the certificate of acreage referred to above discloses that the area of the Property is more or less than the Estimated Area, the Purchase Price shall be adjusted accordingly. Notwithstanding the foregoing, for the purpose of calculating the Purchase Price payable by the Purchaser hereunder, the area of the Property shall be deemed to be the lesser of (A) the area of the Property set out in the said certificate of acreage, and (B) the Estimated Area multiplied by [insert]. The insert in preceding sentence is to reflect the maximum acceptable variance for adjustment to the price.

#### 4.2 PAYMENT OF PURCHASE PRICE

The Purchase Price shall be payable in lawful money of Canada as follows:

- (a) The amount of Option Fee paid by the Purchaser in accordance with the terms of the Option Agreement shall be acknowledged as a deposit (the “**First Deposit**”), and shall be credited against the Purchase Price on Closing.
- (b) Within three (3) Business Days following the Acceptance Date, the Purchaser shall submit a deposit of [insert] Dollars (\$[insert]) (the “**Second Deposit**”) by wire transfer payable to the Vendor’s Solicitors in trust. The Second Deposit shall be invested forthwith in an interest bearing account or a guaranteed investment certificate of a Canadian Schedule I chartered bank. The Second Deposit together with accrued interest thereon shall be credited against the Purchase Price on Closing. [NTD: Deposit structure to be determined.]
- (c) The balance of the Purchase Price, subject to adjustments as herein set out, shall be payable by wire transfer to the Vendor or as it directs, on Closing.

Notwithstanding the foregoing or anything else in this Agreement, if, following the exercise of the Option by the Purchaser, the transactions contemplated by this Agreement are not completed for any reason except the default of the Purchaser under this Agreement, the Second Deposit together with any interest accrued thereon (as applicable) shall be forthwith payable to the Purchaser without deduction, and the First Deposit shall be dealt with in accordance with terms of the Option Agreement. In the event that this Agreement is terminated solely by reason of the default of the Purchaser, the Deposit shall be forfeited to the Vendor as liquidated damages, and not as a penalty and the Purchaser hereby irrevocably authorizes the Purchaser’s Solicitors to release the Deposit to the Vendor in such circumstances in full and complete satisfaction of any and all Claims that the Vendor may have against the Purchaser as a result of such default and hereby specifically releases the Purchaser from all liability relating thereto. The release of the Deposit to the Vendor as aforesaid shall constitute the Vendor’s sole legal remedy as against the Purchaser. The foregoing provisions shall in no way affect the Purchaser’s right to rely upon and to exercise any other legal remedies or recourse available to the Purchaser, including an application for specific performance.

#### 4.3 HARMONIZED SALES TAX

H.S.T. payable in connection with the purchase of the Property shall be the sole responsibility of the Purchaser. In this regard:

- (a) The Purchaser represents that it is registered under the ETA for the collection and remittance of H.S.T.
- (b) The Purchaser covenants and agrees to be liable for, self-assess and remit to the appropriate Governmental Authority all H.S.T. which is payable under the ETA in connection with the transfer of the Property pursuant to this Agreement, all in accordance with the ETA.
- (c) Subject to paragraph (e) of this Section, the Vendor shall not collect H.S.T. on Closing but shall allow the Purchaser to self-assess and remit H.S.T. to the Receiver General in accordance with the ETA.

- (d) The Purchaser shall indemnify and save harmless the Vendor from and against any and all H.S.T., fines, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of the Purchaser's failure to remit any H.S.T. or as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser in connection with any matter raised in this Section.
- (e) The Purchaser shall deliver to the Vendor on Closing a certificate and indemnity in accordance with the foregoing, including verification of its H.S.T. registration number issued under the ETA. In the event that the Purchaser directs that title to the Property is to be engrossed in favour of another party or in the event that this Agreement is assigned to another party (if permitted hereunder), the party taking title to the Property (as well as the Purchaser) shall deliver to the Vendor on Closing a certificate and indemnity in accordance with the foregoing, including verification of its H.S.T. registration number.

#### 4.4 CLOSING COSTS AND ADJUSTMENTS

- (a) The Vendor shall pay the cost of preparation of the Transfer (as hereinafter defined) and all fees and expenses of the Vendor's Solicitors and commissions to the Vendor's broker/agent as provided for in Section 9.6.
- (b) Adjustments to the Purchase Price shall be made for (i) acreage (if applicable), and (ii) realty taxes, which shall be apportioned and allowed to the Closing Date, the Closing Date itself to be apportioned to the Purchaser [NTD: amend if any other items for adjustment]. The Vendor shall deliver a statement of adjustments (the "Statement of Adjustments") to the Purchaser no later than five (5) Business Days prior to the Closing Date.
- (c) In the event that any adjustment cannot be determined on the Closing Date, or in the event an error or omission is made on the Statement of Adjustments, the Purchaser and the Vendor covenant and agree to adjust or readjust as between themselves forthwith after such adjustment can be determined, provided that all claims for post-closing adjustments must be made on or before the day that is twelve (12) months after the Closing Date (the "Final Adjustment Date"). After the Final Adjustment Date, the adjustments and post-closing adjustments made by the parties as at that date shall be final and binding.

### ARTICLE 5

#### CONDITIONS

##### 5.1 CONDITIONS FOR PURCHASER'S BENEFIT

This Agreement shall be conditional upon each of the following conditions being satisfied or waived by the Purchaser on or before the respective dates noted below:

- (a) On or before the Board Approval Date, the Board of Directors of the Purchaser shall have approved the terms and conditions of this Agreement.
- (b) On or before the Due Diligence Condition Date, the Purchaser shall have satisfied itself with respect to each of the following [to be negotiated based on site specific considerations]:

- (i) all planning and development matters, including, without, limitation, that the Property may be lawfully used for the following purposes:
  - (A) Acute Care Hospital; and
  - (B) [TBD](collectively, the “**Intended Uses**”);
- (ii) the Property contains at least fifty (50) contiguous developable acers.
- (iii) that the soil conditions of the Property are acceptable for the Intended Uses. Without limiting the foregoing, the Property must be free of subsoil conditions (including below ground structures and groundwater) that might prevent ordinary construction of the Purchaser’s proposed building(s) (including anything that would make construction more difficult or expensive or could result in undue delay);
- (iv) that no part of the Property contains any Hazardous Substance to an extent that would make the Property unsuitable for the Intended Uses, as determined by the Purchaser in its sole and absolute discretion;
- (v) that the Property has not been used and is not now a repository for the disposal of waste and does not contain an underground storage tank;
- (vi) that the Property complies with all laws relating to the environment, health or safety, and that the development and use of the Property for the Intended Uses will comply with every such law;
- (vii) the Permitted Encumbrances;
- (viii) that there are no outstanding claims in respect of the Property, including without limitation any request, notice, directive, threat, proceeding or litigation;
- (ix) that the requirements of the municipality or any other Governmental Authority having jurisdiction with respect to storm water management for the Property to permit the Purchaser to carry on the Intended Uses will be met off-site, without cost to the Purchaser;
- (x) that the Property has been fully serviced, at the Vendor’s expense, in capacities sufficient, in the opinion of the Purchaser, for the purposes of development of the Property for the Intended Uses, such services to include, without limitation, sanitary sewers, storm sewers, water mains, telecommunication services for telephone, cable and internet (including fiber-optic communication systems), electricity and natural gas, all to be available at the perimeters of the Property at locations designated by the Purchaser (provided that the Purchaser provides the Vendor with specifications as to the locations of such servicing connections within a reasonable time following the Vendor’s written request therefor) and available for internal

connection, without cost to the Purchaser other than usual hook-up charges, and to be fully operational and functional after hook-up by Purchaser and that the storm sewers and sanitary sewers are deep enough for the Property to drain by gravity, without requirement of a pump; **[NTD: to be confirmed based on site considerations.]**

- (xi) that all levies, imposts, local improvement charges, development charges and other payments required to be made in connection with the development of the Property (other than the usual building permit issuance fee and any development charges imposed on the Purchaser in respect thereof) have been paid by the Vendor;
- (xii) that the Property fronts on a public road, that the road is fully paved, and that there is full, open and uninterrupted legal public access to and from the Property for ingress and egress by pedestrians and vehicles;
- (xiii) that the Property is free of archaeological remains that may prevent construction of the Purchaser's proposed building or buildings or that may make construction more difficult or expensive or result in undue delay;
- (xiv) that the Property is a vacant site, free of above-ground structures, stockpiled material and debris, is graded in accordance with engineering drawings approved by the municipality and in accordance with the requirements of the Purchaser, has engineered fill to standards approved by the Purchaser, and is clear of all trees;
- (xv) that the requirements of any conservation authority with jurisdiction over the Property, or any other Governmental Authority having jurisdiction with respect to conservation or environmental matters respecting the Property, to permit the Purchaser to develop the Property and to carry on the Intended Uses can be met at a cost determined by the Purchaser in its sole discretion to be reasonable;
- (xvi) that all municipal and other governmental approvals required by it for development of the Property for the Intended Uses will be available on terms and conditions satisfactory to it, and that the costs associated with development of the Property are acceptable to the Purchaser, in its sole and absolute discretion;
- (xvii) that the Purchaser's proposed development on the Property is economically feasible, as determined by the Purchaser in its sole and absolute discretion; and
- (xviii) such other matters of interest to the Purchaser as the Purchaser may determine, in its sole and absolute discretion.

**[NTD: See note regarding zoning at Section 5.2(a).]**

- (b) on Closing, the Vendor shall have delivered good and marketable title to the Property in fee simple free and clear of all encumbrances, save and except for Permitted Encumbrances;
- (c) on or before Closing, receipt of executed copies of the Vendor's closing documents provided for under Section 8.4 of this Agreement;
- (d) on Closing, all of the representations and warranties of the Vendor set out in Section 6.1 shall be true and accurate in all material respects and there shall have been no material changes as of Closing to any of such representations and warranties;
- (e) on Closing, the Vendor shall have addressed any objections made by the Purchaser to title, as set out in Section 7.2; and
- (f) on Closing, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor shall have been duly performed in all material respects.

The conditions set forth in this Section 5.1 are solely for the benefit of the Purchaser and may only be satisfied or waived in whole or in part by the Purchaser, in the Purchaser's sole, subjective and absolute discretion, by Notice to the Vendor on or before the Due Diligence Condition Date. If the foregoing conditions have not been satisfied and/or waived by the Purchaser in their entirety on or before the date set out in the applicable subsection above, then this Agreement shall be null and void and of no further force or effect and the Second Deposit shall be returned to the Purchaser in accordance with Section 4.2 and the First Deposit shall be dealt with in accordance with the terms of the Option Agreement. In such event, this Agreement shall terminate automatically at such time and, upon such termination, each of the Purchaser and the Vendor shall be released from all covenants and obligations under this Agreement (except for those covenants and obligations which are deemed to survive the termination of this Agreement).

## 5.2 ABSOLUTE CONDITIONS

*This Agreement is subject to the following conditions which have been inserted for the benefit of both the Vendor and the Purchaser and which may not be waived by either party:*

- (a) **[NTD: If Property is not being rezoned or will be rezoned by the Purchaser after Closing, omit this paragraph and related provisions, and add to s.5.1(b): “(#) that the zoning applicable to the Property will permit the Intended Uses;” or “(#) that the Property may be rezoned to permit the Intended Uses;”]** The Property shall, at the Outside Date, be “Zoned in Final Form” to permit the development and the construction upon the Property of a building or buildings appropriate for the Intended Uses. Without limiting the foregoing, the zoning shall permit a building or buildings to be erected on the Property having a gross floor area of **[insert]** square feet. For the purposes of this Agreement, “**Zoned in Final Form**” shall mean the approval of a zoning by-law by all municipal authorities having jurisdiction therein or the approval of the OMB, and expiration of the appeal period therefrom, or, if there is an appeal, then upon the completion of the final adjudication including all possible appeals and the expiration of any requisite appeal period. All plans, specifications or drawings required for the submission of any application for rezoning shall be prepared at the cost of the Vendor. All other costs or

expenses incurred in connection with the rezoning, including, without limitation, professional and consultant fees and application fees, shall also be the sole responsibility of the Vendor.

- (b) All consents necessary for the within transaction to comply with the subdivision control provisions of the *Planning Act* (Ontario), as amended will have been obtained and all conditions thereof satisfied on or before the Outside Date. Such consents are hereinafter collectively called the “**Consent**” and shall include:
- (i) a consent to the severance of the Property from other adjacent lands owned by the Vendor and to the transfer of the Property to the Purchaser; and
  - (ii) any consents which may be required to any easements to be transferred or reserved pursuant hereto.

The parties acknowledge that the Consent may also be achieved by way of registration of a plan of subdivision which describes the Property and the lands which are to be subject to easements as whole lots or blocks on such plan or as part lots or blocks if a bylaw exempts same from the part lot control provisions of the *Planning Act*. The Vendor shall, at its sole cost and expense, comply in all respects with the *Planning Act* in respect of the Property.

**In the event that any of the conditions in this Section have not been satisfied on or before the Outside Date, then, unless the parties hereto otherwise agree in writing, this Agreement shall be at an end, the Deposit, together with any interest accrued thereon, shall be returned to the Purchaser forthwith without set-off or deduction, and neither party shall have any further liability to the other hereunder.**

## ARTICLE 6

### VENDOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS

#### 6.1 VENDOR’S REPRESENTATIONS AND WARRANTIES

- (a) The Vendor represents and warrants to the Purchaser that:
- (i) the Vendor is a corporation existing under the laws of Ontario and has the necessary corporate authority, power and capacity to own its interest in the Property and to enter into this Agreement and carry out the Transaction contemplated by this Agreement on the terms and conditions herein contained;
  - (ii) this Agreement has been duly authorized by all corporate action required to be taken by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable in accordance with its terms;
  - (iii) the Vendor is the sole legal and beneficial owner of a 100% fee simple interest in the Property, is in lawful, exclusive and peaceable possession of the Property and has the right to convey the Property and to complete the Transaction as contemplated herein on the Closing Date;
  - (iv) there are no options to purchase (other than the Option Agreement), rights of first

refusal or other purchase rights with respect to the Property or any part thereof that have not expired or been waived;

- (v) the Vendor is not aware of any Person that claims or may be entitled to claim a lien against the Property under the *Construction Act* (Ontario) or any similar legislation.
- (vi) so far as the Vendor is aware, there are no easements, rights of way, licences or other rights in the nature of easements affecting the Property other than those registered against title to the Property (if any);
- (vii) to the best of the Vendor's knowledge and belief, no Hazardous Substance has been stored, treated or disposed of on the Property and there are no underground storage tanks on the Property; the Vendor has not received notice of and has no knowledge or information of any pending, contemplated or threatened judicial, administrative or other action relating to the existence of a Hazardous Substance on or affecting the Property and has no reason to believe that any cause of action for such exists; and the Vendor has never used the Property as a waste disposal site.
- (viii) to the best of the Vendor's knowledge and belief, there are no Hazardous Substances located in, on, under or migrating to or from the Property;
- (ix) the Vendor has not received any notice of expropriation of any part of the Property and is not aware of any proposed expropriation;
- (x) there are no leases (registered on unregistered), offers to lease, agreements to lease, tenancy agreements or rights of occupation or possession with respect to all or any part of the Property, or any unregistered agreements affecting title to the Property;
- (xi) to the Vendor's knowledge, there are no First Nations claims to the Property;
- (xii) the Vendor has not received notice and is not aware of any pending or threatened litigation or of any other judicial or administrative proceeding affecting the Property including, without limitation, in any way relating to the use and occupation of the Property;
- (xiii) to the Vendor's knowledge, the Property has not been used as a cemetery;
- (xiv) the Vendor has not received notice of and is not aware of any claims adverse to the title of the Vendor to the Property and there are no outstanding disputes with respect to the boundaries of the Property with any abutting owner;
- (xv) the Vendor has not received any notice of and is not aware of any outstanding work orders, deficiency notices, orders to comply or directives against the Property or any part thereof;
- (xvi) at least one boundary of the Property abuts a public highway or municipal roadway, there is open, legal access to the Property, and, to the best of the Vendor's



knowledge and belief, there is no reason that the Purchaser will not be able to obtain from the applicable municipality full and uninterrupted ingress and egress to and from the Property at at least one location approved by the municipality;

- (xvii) the Vendor has no knowledge of any pending or proposed zoning or other by-law, amendment to the Official Plan, or other proposed regulatory changes which could adversely affect the Property or the use thereof;
- (xviii) the boundaries of the Property or any part or parts thereof do not conflict with those of adjoining properties, there are no encroachments onto the Property from any adjoining properties and there are no encroachments by any structures on the Property onto any adjoining properties or onto a road or lane, or onto any part of the Property subject to an easement or right of way;
- (xix) save only as set out in Schedule B hereto, the Property is not subject to any site plan agreement, collateral agreement, development agreement, subdivision agreement, engineering agreement, servicing agreement, financial agreement or cost-sharing agreement, and is not subject to any other agreement, restriction (whether imposed privately, by a public body or authority or otherwise) or interim or holding by-law which would prohibit or adversely affect or restrict the contemplated development of the Property by the Purchaser;
- (xx) the Vendor is not now and shall not on the Closing Date be a non-resident of Canada within the meaning ascribed thereto in the *Income Tax Act* (Canada);
- (xxi) The Vendor has not committed any act of bankruptcy nor is it an insolvent person (as such term is defined by the *Bankruptcy and Insolvency Act* (Canada)), and no petition or receiving order has been filed against the Vendor and no proceedings for a composition with or proposal to the creditors of the Vendor or for the winding-up, liquidation or other dissolution of the Vendor has been instituted by or against the Vendor under any provincial or federal law;
- (xxii) the Vendor has paid or will have paid prior to the Closing Date any and all levies, imposts, local improvement charges, development charges or other payments imposed by the municipality or by any other Governmental Authority having jurisdiction in respect of development of the Property and, if applicable, other lands;
- (xxiii) the Vendor is not in default under any of the Permitted Encumbrances; and
- (xxiv) all of the Vendor Deliveries delivered or made available to the Purchaser by the Vendor pursuant to Section 3.1 are true copies in the possession or control of the Vendor, and to the Vendor's knowledge, do not contain any material misstatements, inaccuracies or omissions and comprise all relevant materials in the possession or control of the Vendor relating to the Property and no representation by the Vendor in this Agreement contains any untrue statement of fact, or omits to state any fact necessary to make the statement not misleading, and the Vendor has not omitted to disclose or make available any information of which the Vendor has actual

knowledge in connection with the Property that might reasonably affect the Purchaser's decision to complete purchase of the Property pursuant to this Agreement; and

- (xxv) the Vendor has not retained the services of any real estate broker or agent in connection with the sale of the Property **[NTD: if a broker was retained, insert "other than [brokerage name]"**].
- (b) The representations and warranties that are made herein are true, accurate and complete as at the Acceptance Date and shall be true, accurate and complete as at the Closing Date. The Vendor agrees that such representations and warranties shall survive the closing of this transaction for a period of **[insert]** years after the Closing Date.

## 6.2 VENDOR'S COVENANTS

The Vendor covenants and agrees with the Purchaser as follows:

- (a) to forthwith make and diligently pursue an application to have the Property Zoned in Final Form, including any appeals, at the Vendor's sole expense. For clarity, in the event that the Vendor's effort to obtain rezoning as aforesaid is not successful in the first instance, the Vendor shall bring an appeal in respect thereof to the OMB; or in the event that the Vendor succeeds in obtaining a rezoning which rezoning is appealed by a third party, the Vendor shall defend against such appeal at the OMB. The Purchaser shall have the right to participate fully in the rezoning of the Property and shall have the right to review and approve the proposed zoning by-law or zoning by-law amendment, as the case may be. The Vendor shall keep the Purchaser apprised of all discussions in regard to the rezoning and shall provide the Purchaser with copies of all materials submitted or received in connection with such application. The Purchaser shall have the right to attend and participate in all meetings in regard thereto. **[In the event that the rezoning obtained is a comprehensive zoning by-law for the Property and other lands of the Vendor, the Vendor agrees to allocate at least [insert] square feet of gross floor area to the Property and not to take any action either before or after the Closing Date which would result in a decrease in the allowed building coverage applicable to the Property below that level.]**
- (b) to forthwith apply for and proceed diligently at its expense to obtain the Consent, including satisfying any conditions in respect thereof at the Vendor's expense, and to keep the Purchaser advised as to the Vendor's progress;
- (c) to complete, at the Vendor's sole cost and expense, the work described in Schedule C hereto in accordance with the **[NTD: identify municipal agreement(s)]** and in accordance with the schedule for completion of the elements of such work set out in Schedule C;
- (d) without limiting the foregoing, to install at the Vendor's sole cost and expense services to the Property in the manner described in Section 5.1(b)(x) prior to the Closing Date;
- (e) to comply with all obligations under municipal agreements registered against the Property, including without limitation payment of all financial obligations thereunder prior to Closing, and to indemnify and save harmless the Purchaser from any and all Claims in respect thereof; and

- (f) to remove any structures and material, including any stockpiled soil, from the Property, and to rough grade the Property to meet the rough grades of the adjacent roadways, grading to be in accordance with plans approved by the municipality and the requirements of the Purchaser, all to the satisfaction of the Purchaser, prior to the Closing Date.

### **6.3 PURCHASER’S REPRESENTATIONS AND WARRANTIES**

The Purchaser represents and warrants to the Vendor that:

- (a) the Purchaser is a public hospital existing under the laws of Ontario and has the necessary corporate authority, power and capacity to own the Property and to enter into this Agreement and carry out the transaction contemplated by this Agreement on the terms and conditions herein contained;
- (b) this Agreement has been duly authorized by all corporate action required to be taken by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms;
- (c) the Purchaser has not retained the services of any real estate broker or agent in connection with the purchase of the Property by the Purchaser, [save for: [insert]].

## **ARTICLE 7 TITLE MATTERS**

### **7.1 TITLE**

Notwithstanding anything contained in this Agreement, title to the Property shall be good and marketable and free and clear of all charges, encumbrances, restrictions, liens, easements, agreements, tenancies, occupancies and other possessory rights, save and except only for any encumbrances (the “**Permitted Encumbrances**”) set out in Schedule B hereto, but subject to any provisos therein, and provided further that the encumbrances set out in Schedule B hereto shall constitute Permitted Encumbrances only if no liens are created by such encumbrances, no financial obligations thereunder remain outstanding, any conveyances required thereby have been given, no easements or rights are created thereby save as expressly identified in Schedule B, and such encumbrances have been fully complied with prior to the Closing Date or, in the case of municipal agreements, the Vendor has provided written confirmation from the municipality, addressed to the Purchaser, confirming that sufficient security for full compliance has been provided to the municipality. The Vendor covenants and agrees to comply with the terms of the provisos set out in Schedule B hereto. On or before the Closing Date, the Vendor shall register discharges of all encumbrances which are not Permitted Encumbrances.

### **7.2 INVESTIGATION OF TITLE**

The Purchaser shall be allowed until 5:00 p.m. (local time) on the Due Diligence Condition Date to examine the title to the Property at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property. If within that time any valid objection to title or to any outstanding work order or deficiency notice is made in writing, which the Vendor is unable to remove, remedy or satisfy and which the Purchaser will not expressly waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end, the Deposit paid shall be returned to the Purchaser with accrued interest (if any) and without set-off or deduction, and neither party shall have any further liabilities

or obligations to the other hereunder, save for any obligations expressly stated in this Agreement to survive termination. Save as to any valid objections so made by such day, any instruments which are registered or work orders or deficiency notices which arise after such day, and any objection going to the root of title, and subject always to Section 7.1, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.

## ARTICLE 8

### CLOSING

#### 8.1 CLOSING DATE

This Agreement shall be completed on [insert] (the "Closing Date"). [Alternative: This Agreement shall be completed on the date (the "Closing Date") which is [insert] days following the date of delivery of Notice that the last of the conditions in Section 5.1 has been satisfied or waived.]

#### 8.2 VACANT POSSESSION

The Vendor shall deliver vacant possession of the Property to the Purchaser on Closing.

#### 8.3 DOCUMENT PREPARATION

The transfer/deed of land (the "Transfer") shall, save for the land transfer tax statement, be prepared in registrable form at the expense of the Vendor. The Transfer to be delivered on Closing shall contain the statements contemplated by Section 50 (22) of the *Planning Act* (Ontario).

#### 8.4 VENDOR'S CLOSING DOCUMENTS

On or before the Closing Date, the Vendor shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser the following:

- (a) a Transfer of the fee simple interest in the Property in favour of the Purchaser, in registerable form, or as it may otherwise direct in writing, or in favour of an assignee in accordance with Section 9.1 hereof, in registerable form;;
- (b) Statement of Adjustments;
- (c) an undertaking by the Vendor to re-adjust the Statement of Adjustments in accordance with the terms of this Agreement;
- (d) a certificate of an officer of the Vendor that the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
- (e) a certificate of an officer of the Vendor, that the representations and warranties of the Vendor contained in Section 6.1(a) hereof are true, accurate and complete as of the Closing Date;
- (f) a certificate of an officer of the Vendor regarding such matters related to the Property as are normally required or requested by title insurers in Ontario and which cannot be independently verified or certified by the Purchaser or the Purchaser's Solicitors, subject to the review and approval by the Vendor;
- (g) reliance letters in respect of each of the reports delivered to the Purchaser pursuant to Section 3.1(a) from the third parties that prepared such reports;
- (h) in the event that the Vendor or a predecessor in title, as owner of the Property, entered into a cost-sharing or similar agreement requiring payment of contributions to development costs and such agreement constitutes a Permitted Encumbrance hereunder written confirmation addressed to the Purchaser, from the trustee under such agreement

or from another person satisfactory to the Purchaser, in its discretion, confirming that all contributions required to be made by the Vendor under such agreement have been paid in full and that the Purchaser shall have no obligations or liabilities pursuant to such agreement upon its acquisition of the Property; and

- (i) a direction as to the payee or payees of the Purchase Price;
- (j) all other documents which are required by this Agreement or which the Purchaser has reasonably requested to give effect to the terms of this Agreement.

All such documentation shall be in form and substance acceptable to the Purchaser and the Vendor, each acting reasonably and in good faith, provided that none of such closing documents shall contain covenants, representations and warranties which are in addition to or more onerous upon the Vendor than those expressly set out in this Agreement, unless agreed upon by the Vendor in the exercise of its sole discretion.

### **8.5 PURCHASER'S CLOSING DOCUMENTS**

On or before the Closing Date, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor the following:

- (a) the balance of the Purchase Price, payable to the Vendor or as it directs;
- (b) a direction respecting title, if the Transfer is to be engrossed in favour of a Person other than the Purchaser;
- (c) an undertaking by the Purchaser to re-adjust the Statement of Adjustments in accordance with the terms of this Agreement;
- (d) a certificate and indemnity with respect to H.S.T., in accordance with Section 4.3; and
- (e) all other documents which are required by this Agreement or which the Vendor has reasonably requested at least five (5) Business Days before the Closing Date to give effect to the terms of this Agreement.

All documentation shall be in form and substance acceptable to the Purchaser and the Vendor, each acting reasonably and in good faith, provided that none of such closing documents shall contain covenants, representations and warranties which are in addition to or more onerous upon the Purchaser than those expressly set out in this Agreement, unless agreed upon by the Purchaser in the exercise of its sole discretion.

### **8.6 CLOSING ARRANGEMENTS**

In the event that each of the Vendor and Purchaser retains a solicitor to complete the within transaction by electronic registration pursuant to Part III of the *Land Registration Reform Act* (Ontario) and the *Electronic Registration Act* (Ontario), the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the “**Requisite Deliveries**”) and the release thereof to the Vendor and Purchaser will: (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the solicitor(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement (the “**DRA**”) between the said solicitors. The Vendor and Purchaser irrevocably instruct the said solicitors to be bound by the DRA in the form which is recommended from time to time by the Law Society of Ontario. Such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location as agreed to by both solicitors.

### **8.7 TENDER**

Notwithstanding anything contained in this Agreement or in any DRA, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by either party (in this Section called the “**Tendering Party**”) upon the other party (in this Section called the “**Receiving Party**”) when the solicitor for the Tendering Party has:

- (a) delivered all applicable closing documents to the Receiving Party’s solicitor in escrow in accordance with the provisions of the DRA;
- (b) if applicable, delivered all funds to the Receiving Party’s solicitor in escrow, by wire transfer using the Large Value Transfer System, in accordance with the provisions of the DRA;
- (c) advised the solicitor for the Receiving Party, in writing, that the Tendering Party is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
- (d) completed all steps required by the electronic registration system to complete this transaction that can be performed or undertaken by the Tendering Party’s solicitor without the cooperation or participation of the Receiving Party’s solicitor, and specifically when the Tendering Party’s solicitor has electronically “signed” the Transfer and any other documents required to be registered on Closing pursuant hereto for completeness and granted “access” to the Receiving Party’s solicitor (but without the Tendering Party’s solicitor releasing them for registration by the Receiving Party’s solicitor),

without the necessity of personally attending upon the Receiving Party or the Receiving Party’s solicitor with the documents and/or funds, and without any requirements to have an independent witness evidencing the foregoing.

## ARTICLE 9

### GENERAL

#### 9.1 ASSIGNMENT

This Agreement and the rights and obligations hereunder shall not be assignable by the Vendor or by the Purchaser without the prior written consent of the other party (which consent shall not be unreasonably withheld), and any assignment given without such consent shall be of no effect.

#### 9.2 PLANNING ACT

This Agreement shall be effective to create an interest in the Property only if the subdivision control provisions of the *Planning Act* (Ontario), as amended are complied with prior to Closing

#### 9.3 RESIDENCY

The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by the Vendor under the non-residency provisions of the *Income Tax Act* (Canada) by reason of this sale. The Purchaser shall not claim such credit if the Vendor delivers on Closing the prescribed certificate or a statutory declaration that the Vendor is not then a non-resident of Canada.

#### 9.4 TIME OF THE ESSENCE

Time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who may be specifically authorized in that regard.

#### 9.5 NOTICE

Any notice, statement, document or other communication required or permitted to be given to any party pursuant to the provisions of this Agreement (a "Notice") shall be in writing and given by personal delivery or by e-mail or other means of electronic transmission, addressed as follows:

To the Vendor: [insert name and address]

Attention: [insert]

Email: [insert]

With a copy to: [insert name and address]

Attention: [insert]

Email: [insert]

To the Purchaser: Lakeridge Health

Attention: [insert]

Email: [insert]

With a copy to: Borden Ladner Gervais LLP  
Bay Adelaide Centre, East Tower  
22 Adelaide St W  
Toronto, ON, Canada  
M5H 4E3

Attention: [insert]  
Email: [insert]

Any such Notice shall, if delivered or sent by e-mail or other electronic transmission prior to 5:00 p.m. (local time at the place of receipt) on a Business Day, be deemed to have been received by the other party on the same day on which it was delivered or transmitted, and, if delivered or transmitted at any other time, shall be deemed to have been received by the other party on the next following Business Day. Any party may change its address under this Section by giving Notice to the other party.

#### **9.6 AGENCY FEES**

All real estate commissions or fees payable with respect to this transaction shall be payable by the Vendor, and the Vendor shall indemnify and save harmless the Purchaser with respect to any and all such commissions or fees. **[NTD: The foregoing would apply if the Vendor used a listing agent and that agent is to pay the Purchaser's agent out of commission payable to it by Vendor. Modify in other cases.]** This Section 9.6 shall survive the Closing or termination of this Agreement.

#### **9.7 ENTIRE AGREEMENT**

This Agreement, including any Schedules attached hereto, constitutes the entire agreement between the Purchaser and the Vendor. There is no representation, warranty, collateral agreement or condition which affects this Agreement other than as expressed herein.

#### **9.8 FURTHER ASSURANCES**

Each party shall, at the request and expense of the other party, promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that such other party may reasonably require from time to time for the purpose of carrying out the intent of this Agreement.

#### **9.9 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

#### **9.10 SEVERABILITY**

If any covenant, obligation, agreement, provision or part thereof or the application thereof to any Person or circumstance shall be determined to be invalid or unenforceable to any extent, same shall be severed from this Agreement, and the remainder of this Agreement or the application of such covenant, obligation, agreement or provision or part thereof to any Person or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby but shall continue to be in full force and effect. Each covenant, obligation, agreement and provision in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.



### **9.11 AMENDMENT OF AGREEMENT**

No supplement, modification or waiver (other than a deemed waiver in accordance herewith) of this Agreement shall be binding unless in writing and executed by the parties hereto.

### **9.12 WAIVER**

No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall any waiver constitute a continuing waiver unless expressly so stated.

### **9.13 NO REGISTRATION OF AGREEMENT**

The Purchaser shall not register this Agreement or any notice of this Agreement on title to the Property without the consent of the Vendor, which consent shall not be unreasonably withheld.

### **9.14 CONFIDENTIALITY**

The parties agree to keep all aspects of their negotiations and the terms of this Agreement confidential, save only for disclosure of necessary information to their respective consultants and professional advisors from time to time and as may be required by law. This provision shall survive termination of this Agreement.

### **9.15 SUCCESSORS AND ASSIGNS**

This Agreement shall enure to the benefit of and be binding upon the Purchaser and the Vendor and their respective successors and permitted assigns.

### **9.16 COUNTERPARTS; ELECTRONIC TRANSMISSION**

This Agreement may be executed in separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts taken together shall constitute one and the same agreement. The signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. This Agreement may be executed and delivered by telecopier or other electronic transmission, and, if so executed and transmitted, this Agreement shall be for all purposes as effective as if the parties had delivered an executed original Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF the parties have executed this Agreement.

**[INSERT]**

(Vendor)

Date of execution:

\_\_\_\_\_

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the Vendor.

Date of execution:

\_\_\_\_\_

**LAKERIDGE HEALTH**

(Purchaser)

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the Purchaser.

**SCHEDULE A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**[INSERT]**

**SCHEDULE B**  
**PERMITTED ENCUMBRANCES**

**[INSERT]**

**SCHEDULE C**

**VENDOR'S WORK [s.6.2(c)]**

**[INSERT]**