

14. All covenants, representations and warranties of the Buyer and the Seller shall remain in full force and effect and shall not be deemed to have merged on the closing of the transfer of the Property, notwithstanding that the covenants, representations or warranties in the transfer may not be as broad in scope as any such covenants, representations or warranties in this Agreement.

15. The Seller acknowledges that the Buyer has the right, and is permitted, prior to closing of this transaction, to assign this Agreement and all the benefits contained herein, or the rights under this Agreement with respect to any lands or buildings, to any person(s), corporation(s) or other assignee, whether or not presently in existence or to be formed, and upon such assignment, all of the respective obligations and liability of the Buyer shall cease.

16. The Seller shall be entitled at its option to register notice of this Agreement on title to the Property following acceptance by both parties. Subject to the foregoing, the Seller and the Buyer agree to take all necessary precautions to maintain the confidentiality of the terms and conditions of this Agreement. Neither party may disclose the terms and conditions of this Agreement to any third party, other than professional advisors and financiers without the concurrence of the other party.

17. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by law.

18. Notwithstanding anything set out in this Agreement, the parties agree that the Completion Date shall occur no later than July 21, 2017 (the "Completion Period End Date"), upon thirty (30) days notice by the Buyer to the Seller (the "Completion Date Notice"). Further to the foregoing, if the Seller has not satisfied all conditions set out herein, or the Buyer has not received any approval reasonably necessary for the redevelopment of the Property as a hospital, the Buyer shall have the unilateral right to extend the Completion Period End Date for a further [one hundred and eighty (180) day period] on written notice to the Seller no later than [May 31], 2017. The parties agree that the Requisition Date shall be fifteen (15) days following the date the Completion Date Notice is issued by the Buyer.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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