

SCHEDULE " A "

This Lease Amending Agreement made as of day of June , 2013

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON ("City")

and

LONDON HEALTH SCIENCES CENTRE ("LHSC")

WHEREAS the City is the registered owner of the lands described in the Schedule "A" (the "City Lands") upon which there is situate the main hospital buildings comprising London Health Sciences Centre, the War Memorial Children's Hospital, the Colborne Building, a former Nurse's Residence, the Power Plant and other related and ancillary buildings;

AND WHEREAS the City leased the City Lands under a 99 year lease, dated December 18, 1973, to the Victoria Hospital Corporation (the "1973 Lease");

AND WHEREAS "LHSC" is the successor in law to the Victoria Hospital Corporation and is an Ontario Corporation that came into existence on October 6, 1995;

AND WHEREAS LHSC has agreed to undertake the decommissioning of the site, including removal of hazardous materials and building demolition, between 2014 and 2016 and to return the City Lands which are subject to the 1973 Lease to the City in a condition suitable for redevelopment;

AND WHEREAS the City has agreed to purchase certain lands described in the Schedule "B" annexed hereto owned by LHSC (the "LHSC Lands") and LHSC has agreed to grant certain rights in respect of the future purchase of other lands owned by LHSC;

AND WHEREAS the City and the LHSC have agreed to amend the 1973 Lease in accordance with the terms and conditions hereinafter set forth;

NOW THEREFORE for good and valuable consideration and the sum of FIVE (\$5.00) DOLLARS of lawful money of Canada now paid by the City to LHSC, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 – DEFINITIONS

In this Lease Amending Agreement the following terms shall have the meaning ascribed to them:

- (a) "Buildings" means all buildings, tunnels, foundations, improvements, works, fixtures (including any chattel which may be considered a fixture), leasehold improvements presently situate in and upon the City Lands or that may at any time hereafter during the term of this amended lease be constructed in and upon or brought upon the said lands or any part or parts thereof.
- (b) "City Lands" means the land owned by the City as more particularly described on the Schedule "A" annexed hereto.
- (c) "Decommissioning" means all activities relating to the closing of the South Street hospital campus, including securing Record of Site Condition, vacating the property and removal of designated substances including asbestos containing materials and other hazardous substances.
- (d) "Demolition" means the cutting and capping of utilities, the removal of all buildings, tunnels, foundations, subgrade structures, paved surfaces, improvements, works, fixtures (including any chattels which may be considered a fixture), hospital infrastructure, leasehold improvements and equipment presently situate in and upon the City Lands and under the road allowances abutting the City Lands.
- (e) "designated substances" or "hazardous materials" means asbestos containing materials, lead containing materials, mercury containing materials, silica materials, PCB's, ethylene oxide, mould, radioactive materials, and perchloric acid.

- (f) "environmental laws" means applicable environmental laws for the Province of Ontario;
- (g) "LDE" means London District Energy which supplies steam heat to the South Street campus and City Lands;
- (h) "LHSC Lands" means the land owned by LHSC which form part of the South Street campus as more particularly described on the Schedule "B" annexed hereto;
- (i) "Phase A Lands" shall include Buildings 58, 59, 60, 61, 62, 63, 64, 65, 66, 67 and 68 and the tunnels to the Nurse's residence (Building 51) and the Power plant (Building 68) and shall mean that portion of the City Lands as more particularly shown on the diagram attached as Schedule "C" hereto, and shall include Building 69 (LHSC) Lands;
- (j) "Phase B Lands" shall include Buildings 51, 52, 53, 55 and 67 (City Lands) and 50, 56 and 57 (LHSC Lands) shall mean that portion of the City Lands as more particularly shown on the diagram attached as Schedule "D" hereto;

ARTICLE 2 – LEASE, TERM AND RENT

2.01 Continuation of 1973 Lease

Except as amended hereby, the 1973 Lease between the parties shall remain in full force and effect until the Decommissioning of the site known as the South Street Campus is complete, at which time the 1973 Lease shall cease to have any legal force or effect.

Effective as of July 31, 2013 the 1973 Lease is amended as follows:

2.02 Partial Surrender of 1973 Lease – Parking lot lands west of Waterloo Street

On July 31, 2013 LHSC shall surrender and give up to the City vacant possession of lands located south of South Street, west of Waterloo Street, north of the Thames River (Nelson Street road allowance) and described in Schedule "E", and the 1973 Lease shall cease to apply to such lands and they shall revert to the City.

2.03 Lease of Phase A Lands

Until July 31, 2014, or such date as the parties may agree in writing that the Decommissioning and Demolition of the Phase A Lands shall be complete, LHSC shall continue to lease Phase A" Lands from the City under the terms of the 1973 Lease.

Subject to paragraph 3.04 the parties agree that the City shall be responsible to heat the Colborne building after a new steam line is established by LDE to that building in 2013.

On July 31, 2014, or such date as the parties may agree in writing, LHSC shall surrender and give up to the City vacant possession of the Phase A Lands and the 1973 Lease shall cease to apply to such lands and they shall revert to the City.

2.04 Lease of Phase B Lands

Until December 31, 2016 or such date as the parties may agree in writing that the Decommissioning and Demolition of the Phase B Lands shall be complete, LHSC shall continue to lease Phase B Lands from the City.

The parties agree that the City shall be responsible to heat the War Memorial Children's Hospital Building after a new steam line is established by LDE to that building in 2013.

On December 31, 2016 or such date as the parties may agree in writing that the Decommissioning and Demolition of the Phase B Lands shall be complete, LHSC shall surrender and give up to the City vacant possession of Phase B Lands, and the 1973 Lease shall cease to apply to such lands and they shall revert to the City.

2.05 Rent

LHSC has previously paid to the City the sum of NINETY-NINE DOLLARS (\$99.00) representing prepaid rent for the original term of the 1973 Lease. The City and LHSC agree that the foregoing sum represents payment in full of any rent due for the term of the 1973 Lease as amended by this Agreement without increase or reimbursement.

ARTICLE 3 – DEMOLITION OF SOUTH STREET CAMPUS

3.01 Removal of Buildings and Structures:

Notwithstanding any provision in the 1973 Lease, the City and LHSC agree that there shall be a phased Decommissioning and Demolition of the City Lands by LHSC, including removal of hazardous substances and demolition of all buildings and structures, except as provided herein, and removal of all chattels by LHSC, which are and shall continue to be the absolute and separate property of LHSC and for the purpose of giving full effect to the provisions hereof the City does hereby release and transfer the buildings unto the LHSC absolutely.

The parties acknowledge that the obligations of LHSC to fund the Demolition of the City Lands are predicated on the agreement of the Ministry of Health and Long-Term Care to provide the necessary funding which has been based upon estimates of such costs. In the event that the tender process results in a material increase in the costs of Demolition over the estates for which the Ministry funding is based, the parties agree to reassess the scope of the Demolition work for which LHSC is responsible.

3.02 Buildings and Structures to be retained until Phase B

Notwithstanding paragraph 3.01, the Colborne Building, the War Memorial Children's Hospital and the Nurse's Residence, shall remain intact on the site during the Phase A Lands, Demolition in order to provide the City an opportunity to consider whether it will preserve these buildings at the City's cost. If the City elects not to preserve any or all of these buildings, the parties agree that the demolition of these buildings (or any of them) shall be included in the Phase B Lands Demolition. The City's election hereunder shall be made on or before January 1st, 2016.

3.03 The parties agree that hazardous materials, asbestos containing materials, designated substances and all chattels shall be removed from the Colborne Building during Phase A Lands Decommissioning.

3.04 The parties agree that following the removal of hazardous materials, the cost of maintaining and preserving the Colborne Building, including security, supply of water, heat and electricity shall rest solely with the City after the date on which the demolition contractor has removed the adjacent Main building which is presently attached to the Colborne Building and has erected a wall to close the opening between these two buildings. The City agrees to pay the full cost of erecting such wall and shall arrange at its expense a new source of heat for the Colborne Building.

3.05 The Nurse's Residence (Buildings 51 and 55) shall continue to be leased by LHSC and all costs associated with its use shall be the responsibility of LHSC until such time as the Phase B Decommissioning is complete.

3.06 The War Memorial Children's Hospital Building (Building 52) and the Old Thames Valley Children's Centre (Building 53) shall continue to be leased by LHSC until such time as the Phase B Lands Decommissioning is complete or alternatively, until the hazardous substances have been removed in the event that the City elects to retain the building.

3.07 The parties agree that the cost of maintaining and heating the War Memorial Children's Hospital Building, except the Day Care portion of the building, including security, supply of water, heat and electricity shall rest solely with the City after the date on which LDE or other contractor has replaced the existing steam heating line to the building with a new line serving the building with a separate meter and steam line serving the Nurse's resident and Old Medical School Building retained by LHSC.

3.08 The parties agree to share equally the capital cost to re-establish a new steam line to the War Memorial Children's Hospital Building which shall supply heat to the War Memorial Children's Hospital building, the Nurse's Residence and the Old Medical School. The City will pay the separately metered cost for steam heat supply cost to War Memorial Children's Hospital Building (Building 52), and LHSC will be responsible to pay the separately metered cost of steam heat supply to the Nurse's Residence and the Old Medical School. The cost for heat for Building 53 (Old

Thames Valley Children's Centre) shall be borne by the Day Care operating in that building.

3.09 Demolition of Buildings and Structures

Subject to paragraph 3.02 LHSC will undertake the phased Demolition of Phase A Lands for buildings south of South Street and Phase B Lands for buildings north of South Street.

The parties agree that a Memorandum prepared by AECOM, dated January 25, 2013, (the "Memorandum") sets out the parties' joint intention regarding Phase A Lands of the Decommissioning and Demolition.

A draft tender, dated April 2013, prepared on behalf of LHSC in respect of Phase A Lands has been circulated and the subject of comment by the City. The parties agree that the tender document provides an outline of the detailed specifications for the Phase A Lands but has been subject to written comment by the City and provided to LHSC. The parties agree that LHSC shall have full authority to proceed in 2014 to issue and manage the tender award generally in accordance with the tender document, which is subject to MOH review, comment and approval.

3.10 The parties agree that the overall goal of Phase A Lands of the Decommissioning and Demolition is that all hospital infrastructure, with the exception of the Colborne Building, shall be removed and the Phase A Lands portion of the South Street Campus property be returned to the City in a condition reasonably suitable for redevelopment with all building, structures, tunnels and foundations broken up and removed for off-site disposal as noted in the Memorandum.

3.11 The parties agree that the overall goal of Phase B Lands Decommissioning and Demolition is that all remaining hospital infrastructure, and at the City's election, the Colborne Building, the War Memorial Children's Hospital Building (Building 52), Building 53 (Old Thames Valley Children's Centre) and The Nurse's Residence (Buildings 51 and 55) shall be removed and the Phase "B" Lands portion of the South Street Campus property be returned to the City in a condition reasonably suitable for development with all building, structures, tunnels and foundations broken up and removed for off-site disposal in a manner noted in the Memorandum. It is anticipated that the removal of the Old Medical School (Buildings 50, 56 and 57) shall also be included in the Phase B Lands Decommissioning, unless the City elects to limit the Phase B Lands Decommissioning to the removal of hazardous substances in some or all of the buildings located on City Lands.

The parties agree that the City shall have the option to purchase the Old Medical School, either as vacant land following the Phase B Lands Decommissioning and Demolition, or to purchase the Old Medical School land and building after the removal of hazardous substances in the event that the City decides the building has heritage or economic value.

The parties agree that the City shall advise LHSC which buildings it wishes to retain and not demolish, including the Colborne Building (Building 67), the War Memorial Children's Hospital Building and Old Thames Valley Children's Centre (Buildings 52 and 53), Nurse's Residence (Buildings 51 and 55) and Old Medical School (Buildings 50, 56 and 57) on or before January 1, 2016.

The parties agree that if the City elects to retain some or all of the foregoing buildings in Phase B Lands that LHSC shall, in any event, remove the hazardous substances as part of the Phase B Lands Decommissioning.

3.12 Schedule for Decommissioning and Demolition of Buildings and Structures in Phase A Lands and Phase B Lands

LHSC shall tender the Demolition and removal of hazardous materials and shall Demolish and remove the buildings and all fixtures and other contents upon the said lands as follows:

- (a) All Buildings, except the Colborne Building and the façade of the Main Hospital building, located on the Phase A Lands shall be demolished and removed by LHSC on or before December 31, 2014.
- (b) All hazardous substances, including radioactive materials(if any), biomedical waste, X-Ray Equipment, hot lab, medical lab, asbestos containing materials and designated substances, shall be removed for off-site disposal from all buildings located on Phase A Lands, as part of the Demolition of buildings on the Phase A Lands.

- (c) The Colborne Building, the façade to the Main Building (Building 65), the War Memorial Children's Hospital and Nurse's Residence buildings will be retained until Phase B Lands Demolition work is commenced to provide the City with the opportunity to assess the viability of retaining these buildings and to preserve their heritage value. If the City determines that saving any or all of these buildings is not feasible LHSC agrees, on the written request from the City to be communicated before tender and commencement of the Phase B Lands Demolition and LHSC shall include the demolish of such building(s) as part of Phase B Lands Demolition.
- (d) Subject to 3.11, the Buildings located on Phase B Lands owned by the LHSC shall be demolished by a separate tender administered by LHSC to be issued by LHSC on or about June 30, 2016, subject to the requirement that the City shall determine which Buildings located on the Phase B Lands, or part thereof, will be retained.

3.13 Power Plant/Tunnels/Foundations

The parties agree that the removal and off-site disposal of the tunnel to the Power Plant and the Power Plant (east of Colborne) shall be included in the Phase A Lands Decommissioning and Demolition.

3.14 LHSC or its general demolition contractor may subcontract all or part of the design and Decommissioning and Demolition. Notwithstanding any such subcontracting, LHSC and its general demolition contractor shall remain responsible for compliance by its contractors or sub-contractors in accordance with this Agreement.

ARTICLE 4 – PAYMENT OF DECOMMISSIONING EXPENDITURES

4.01 LHSC shall enter into a contract with a pre-qualified demolition contractor following tender for Phase A Lands of the Decommissioning and Demolition using LHSC's policies for the tender and purchase of demolition services.

4.02 Subject to the terms of this Agreement, LHSC shall pay the general contractor and all related expenses to carry out the Decommissioning and Demolition of the Phase A Lands and the Phase B Lands. London shall provide partial reimbursement for these expenses, as noted in paragraph 4.03.

4.03 The Decommissioning and Demolition project shall be funded as follows:

(a) The City shall contribute up to a maximum of \$3,180,000 towards all Phase A Lands and Phase B Lands Demolition work which shall be pro-rated as follows:

(i) Phase A Lands Decommissioning and Demolition

The City shall contribute up to \$2,400,000 towards the Phase A Lands Decommissioning and Demolition work, which amount shall be paid in monthly installments based on the progress of the demolition work as certified by the engineering consultant retained by LHSC to act as the contract administrator for the purpose of the demolition contract;

(ii) Phase B Lands Decommissioning and Demolition

The City shall contribute the balance of its commitment, up to \$780,000, toward the Phase B Lands Demolition, such amount shall be paid in monthly installments based on the progress of the demolition work as certified by the engineering consultant retained by LHSC to act as the contract administrator for the purpose of the demolition contract.

(b) Notwithstanding any provision in the 1973 Lease, LHSC agrees to contribute the balance of the cost required for Decommissioning and Demolition of the City Lands subject to paragraph 3.01, including the removal of existing buildings, contents, debris and concrete foundation and return the City Lands to clean, level graded and seeded condition.

Payment by the City to LHSC for Eligible Expenditures

4:04 Eligible expenditures are those expenditures for Phase A Lands and Phase B Lands Decommissioning and Demolition work for the City Lands making up the South Street campus". Eligible Expenditures must be incurred between August 1, 2013 and December 31, 2016.

4.05 Subject to the terms of this Agreement, the City shall reimburse LHSC for Eligible Expenditures incurred for the Decommissioning and Demolition project.

4.06 All Eligible Expenditures must be incurred using LHSC's tendering and demolition policies for the purchase of materials and services.

4.07 LHSC shall invoice the City for Eligible Expenditures incurred during the immediately preceding month, together with supporting documentation including contractor's or suppliers' invoices to LHSC.

4.08 The parties may, by agreement in writing, change the time frame for reporting and paying Eligible Expenditures.

4.09 The City, and such third parties as the City shall designate, shall have access on reasonable notice to the City Lands during the Decommissioning and Demolition. Access shall at all times be subject to operational requirements of LHSC and its contractors and sub-contractors, including such safety and security precautions as LHSC or its contractors or sub-contractors, acting reasonably, shall deem appropriate.

ARTICLE 5 – UTILITIES AND HEATING

5.01 LHSC shall also be responsible to arrange for and pay the cost to terminate the existing gas, hydro, water, telecom, storm and sanitary sewer lines serving the buildings on the Phase A Lands to a point that complies with the best practices of each utility provider to afford a future purchaser of the Phase A Lands a convenient connection point.

5.02 The parties agree that the existing high pressure steam line through the service tunnel to the Power Plant shall be re-routed in the fall of 2013 along Nelson Street and through easements on LHSC owned Thameswood Lodge lands and City Lands to the premises of London Linen. The cost of re-routing the steam line shall be borne by London Linen and London District Energy.

5.03 LHSC agrees to provide easements over the eastern portion of the Thameswood Lodge lands provided there is no cost to LHSC. The City agrees to arrange and pay the cost to prepare plans to describe the easements over the LHSC and City Lands to provide suitable alternative steam lines to serve an adjacent owner to the Power Plant, London Linen. At the City's option LHSC will convey the land required for the LDE easement to facilitate the re-routing of the steam line along the eastern boundary of the Thameswood Lodge lands.

ARTICLE 6 – THE CITY'S PURCHASE OF LHSC LANDS

6.01 Purchase of Land owned by Lessee

In consideration of the covenants contained herein, LHSC agrees to sell and the City agrees to purchase a parking lot located on the east side of Colborne Street, between South Street and Hill Street having an area of 0.791 acres at a total purchase price \$197,750, payable at the commencement of the Phase A Lands Demolition. Contemporaneous with the execution of this Agreement the parties agree to enter into the City's standard Agreement of Purchase of Sale and to complete the transaction on the basis of such agreement.

6.02 In consideration of the covenants contained herein, LHSC agrees to sell and the City agrees to purchase a parking lot located on the east side of Colborne Street, between South Street and Nelson Street having an area of 0.79 acres at a total purchase price \$197,500, payable at the commencement of the Phase A Lands Demolition. Contemporaneous with the execution of this Agreement the parties agree to enter into the City's standard Agreement of Purchase of Sale and to complete the transaction on the basis of such agreement.

6.03 In consideration of the covenants contained herein, LHSC agrees to sell and the City agrees to purchase Thameswood Lodge and an adjacent parking lot on east side of Colborne Street, south of Nelson Street, being LHSC Lands in two parcels having an area of 0.086 acres and 1.075 acres for a total area of 1.161 acres at a total purchase price \$ 290,250

The smaller parcel having an area of 0.086 acres is to be purchased to permit LDE to re-route its steam line and purchase price of \$21,500 is payable on or before August 28, 2013. The balance, in the amount of \$268,750 is payable at the completion of the Phase A Lands Demolition after the building and tunnel to the Power Plant have been removed.

Contemporaneous with the execution of this Agreement the parties agree to enter into the City's standard Agreements of Purchase of Sale and to complete the transaction on the basis of such agreement.

6.04 Option to Purchase Additional Land owned by Lessee

In consideration of the covenants contained herein, LHSC grants to the City the sole and exclusive option and right of first refusal for a period of 3 years from the date of this Agreement or such longer period required for LHSC to complete the Phase B Lands Demolition, to purchase any or all of the following property for the sum of \$250,000 per acre subject to a price adjustment of 2% per year from July 31, 2012 to the date on which the City closes any transaction to purchase the following property :

- (a) "Old Medical School" at 370 South Street, including Buildings 50 and 57
- (b) the parking lot owned by the LHSC on the north side of Hill Street (no municipal address)

This option may be exercised by the City by giving thirty (30) days notice in writing to LHSC of its intention to do so on or before January 1, 2016.

ARTICLE 7 – DISPUTE RESOLUTION

7.01 In the event of controversy or dispute between the Parties arising out of or in connection with this Agreement or regarding the interpretation of the provisions thereof, the Party alleging a controversy or dispute (the "Disputing Party") must notify the other Party (the "Recipient Party") in writing of such dispute or controversy ("Dispute Notice") and specify the particulars of such dispute or controversy in the Dispute Notice.

7.02 Upon receipt of a Dispute Notice by the Recipient Party, the Recipient Party and the Disputing Party must mutually consult in good faith in an attempt to settle amicably and in the spirit of cooperation any such controversy or dispute.

7.03 If, on the date which is fourteen (14) days after the Recipient Party's receipt of the Dispute Notice, the Disputing Party and the Recipient Party have not amicably settled the matter(s) set out in the Dispute Notice then the matter (s) shall be referred to a single arbitrator whose decision shall be final and binding. If the Parties cannot agree on the arbitrator, either party may apply under Section 10 of the Ontario Arbitrations Act for the Superior Court of Justice to select an Arbitrator.

ARTICLE 8 – GENERAL

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

8.02 Each Party must at all times be in compliance with all federal, provincial, territorial, municipal and other applicable laws, regulations, by-laws, rules, decrees and ordinances governing the parties and the Project, including without limitation, environmental legislation and any mitigation measures imposed by the Minister.

8.03 The parties acknowledge that the provisions of this Agreement are intended to comply with the City of London's obligations under the IIA and that they will conduct themselves in good faith to give effect to that intention.

8.04 This Agreement and the 1973 Lease constitutes the entire and sole Agreement between the Parties with respect to the issues and items covered by this Agreement, and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in this Agreement. There are no terms, covenants, representations, statements or conditions binding on the Parties with respect to said issues and items other than those contained in this Agreement.

8.05 The Parties acknowledge that LHSC is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) and the City is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and the Parties agree to cooperate with one another from time to time with respect to compliance with the statutes and any regulations passed thereunder.

8.06 This Agreement shall enure to the benefit of and binding upon the parties hereto, the successors and assigns of the City and the permitted successors and permitted assigns of LHSC.

8.07 This Agreement and any other writing delivered in connection herewith may be executed in any number of counterparts and any Party may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of such counterparts of this Agreement or such other writing taken together will be deemed to be on and the same instruction.

8.08 This Agreement shall be read together with the 1973 Lease and the parties confirm that, except as modified herein, all the covenants and conditions in the 1973 Lease remain unchanged, unmodified and in full force and effect.

8.09 No amendment or waiver of any provision of this Agreement or the 1973 Lease shall be valid or binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement or the 1973 Lease shall constitute a waiver of any other provision hereof or thereof, nor shall any waiver of any provision of this Agreement or the 1973 Lease constitute a continuing waiver unless otherwise expressly provided.

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Mayor

Per: _____
City Clerk

LONDON HEALTH SCIENCES CENTRE

Per: _____
President/CEO

Per: _____
Board Chair or alternate

SCHEDULE A

ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being in the City of London, in the County of Middlesex and being composed of:

FIRSTLY: part of Lot Number Two (2) on the North side of East Nelson Street in the said City of London, which part of said Lot Number Two (2) may be more particularly described as follows:

COMMENCING at a point on the North side of East Nelson Street being the South west angle of the said Lot:

THENCE Northerly along the Westerly limit thereof One Hundred and Forty-Five feet (145') to a point distant Twenty feet (20') Southerly from the North west angle of the said lot;

THENCE Easterly and parallel with the Northerly limit Thirty-five feet (35'):

THENCE Southerly and parallel with the said Westerly limit One hundred and forty-feet (140') to the Southerly limit and East Nelson Street and

THENCE Westerly along the said Southerly limit Thirty-five feet (35') to the place of beginning.

SECONDLY: the Easterly Ninety feet (90') in perpendicular width of Lot Number three (3) on the south side of East South Street;

THIRDLY: the whole of Lot Number four (4) on the south side of East South Street;

FOURTHLY: the northerly One hundred and Thirty-five feet (135') of the westerly Thirty feet (30') of Lot 5 on the south side of east South Street in the said City of London;

FIFTHLY: part of Lot Number Five (5) on the South side of East South Street, which parcel may be more particularly described as follows:

COMMENCING at the North-east angle of said Lot Number five (5);

THENCE Westerly along the Northerly limit of said Lot Seventy-five feet (75');

THENCE Southerly parallel to the Easterly limit of said Lot One Hundred and Thirty-five feet (135');

THENCE Easterly parallel to the Northerly limit of said Lot Seventy-five feet (75') to the Easterly limit thereof;

THENCE Northerly along the Easterly limit of said Lot Number five (5), One hundred and Thirty-five feet (135') to the place of beginning;

SIXTHLY: the Easterly Eighty feet (80') in perpendicular width of Lot three (3) on the North side of East Nelson Street;

SEVENTHLY: of the Southerly Sixty-five feet (65') in perpendicular width of Lot Number four and five (4 and 5) on the North side of East Nelson Street, save and except parts thereof acquired for road widening purposes;

08330-0017

08330-0007 part

08330-0007 part

08330-0007 part

08330-0011

08330-0007 part

08330-0018 part

08330-0019
part

EIGHTHLY: part of the East half of Waterloo Street lying South of South Street in the said City of London, which may be more particularly described as follows:

COMMENCING at the intersection of the Southerly limit of South Street and the original Easterly limit of Waterloo Street, being also the North-west angle of Lot One (1), Registered Plan 189;

THENCE Southerly along the original Easterly limit of Waterloo Street, being also the Westerly limit of said Lot One (1) according to Registered Plan 189, Ninety-Eight feet (98');

THENCE Westerly parallel to the Southerly limit of South Street, Fifty-Seven feet (57');

THENCE North-westerly in a straight line, Thirty-Four feet (34') more or less, to a point in the original centre line of Waterloo Street distant Sixty-Four feet (64') Southerly along the said centre line from its intersection with the said Southerly limit of South Street produced Westerly in a straight line;

THENCE Northerly along the said centre line of Waterloo Street, Sixty-Four feet (64') to the Southerly limit of South Street produced Westerly in a straight line;

AND THENCE Easterly along the Southerly limit of South Street produced Westerly to the place of beginning.

08330-0019
part

NINTHLY: the whole of Lot Numbers One, Two, Three, Four, Five, Six, Seven and Eight (1, 2, 3, 4, 5, 6, 7 and 8), according to Registered Plan 189.

08330-0019
part

TENTHLY: the whole of Lot Numbers Seven, Eight, Nine and Ten (7, 8, 9 and 10) on the North side of Nelson Street, the whole of Lot Numbers Seven, Eight, Nine and Ten (7, 8, 9 and 10) on the South side of South Street East, the whole of that part of Nelson Street which lies between the Westerly limit of Colborne Street and the centre of Waterloo Street closed and stopped up by By-Law Number 3411 and all those certain lands lying South of the Southerly limit of that part of Nelson Street closed up as aforesaid and the North bank of the South Branch of the River Thames.

08330-0024 part

ELEVENTHLY: The whole of Lot Numbers 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 according to Registered Plan No. 215.

TWELTHLY: those parts of Lots Numbers 11 and 12 on the South side of Nelson Street more particularly described as follows:

COMMENCING on the South side of Nelson Street at a point distant 150 feet measured easterly from the North west angle of Lot Number 11;

THENCE Southerly parallel to the side lines of the said Lots, 165 feet to the point of commencement;

THENCE continuing Southerly in a straight line to the southerly limit of said Lot Number 12;

THENCE Westerly along the southerly limit of said Lot Number 12 and along the Southerly limit of Lot Number 11 to the intersection thereof with the North bank of the South branch of the River Thames;

THENCE continuing Westerly along the said North bank to the intersection thereof with a line drawn parallel to the easterly limit of Colborne Street and distant 30 feet measured easterly along a line drawn parallel to the northerly limit of the said Lot 11 therefrom;

THENCE Northerly along the said last mentioned parallel line to a point distant 165 feet Southerly therealong from the Northerly limit of the said Lot;

THENCE Easterly in a straight line parallel to the Northerly limits of said Lots 11 and 12 to the point of commencement.

THIRTEENTHLY: The whole of the lands bounded on the East by the Westerly limits of Lots 11 and 18 according to Registered Plan Number 215, bounded on the North by the Southerly limits of Lots 11 and 12 on the South side of Nelson Street and bounded on the West and on the South by the North bank of the South branch of the River Thames; 11. 12. 13. 14. 15. 16. 17. 18.

FOURTEENTHLY: The whole of Lots Numbers 21, 22, 23, 24, 25, 36, 37, 38, 39 and 40 according to Registered Plan Number 172 and parts of Lots 7 and 8 on the South side of East Hill Street, in the said City of London, and parts of Lots 7 and 8 on the North side of East South Street, in the said City of London, more particularly described as follows:

PREMISING that all bearings herein are referred to the bearing North 20 degrees 45 minutes 00 seconds West of the Westerly limit of Colborne Street, as shown on said Registered Plan Number 172;

COMMENCING at the South-easterly angle of said Lot 36, being the intersection of the northerly limit of East South Street with the Westerly limit of Colborne Street;

THENCE North 20 degrees 45 minutes 00 seconds West, along the Westerly limit of Colborne Street, 331.32 feet more or less to the Southerly limit of East Hill Street;

THENCE South 68 degrees 52 minutes 40 seconds West, along the southerly limit of East Hill Street, 474.54 feet more or less to the production Northerly of the Westerly face of the Westerly wall of present School of Nursing situate upon the lands herein described;

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THENCE South 20 degrees 53 minutes 20 seconds East, along said Production, along the Westerly face of said wall and along said Westerly face of said wall produced southerly, 117.32 feet more or less to the south-westerly corner of present concrete area-way on the south side of said School of Nursing;

THENCE North 69 degrees 06 minutes 40 seconds East, 77.20 feet more or less to the Westerly face of the Westerly wall of present Nurses' Residence situate upon the lands herein described;

THENCE South 20 degrees 52 minutes 10 seconds East, along said Westerly face of said Westerly wall of Nurses' Residence, 36.80 feet more or less to a jog to the West in said wall;

THENCE South 69 degrees 07 minutes 50 seconds West, along the Northerly face of said jog, 0.72 feet more or less to the Westerly face of the Westerly wall of said Nurses' Residence;

THENCE South 20 degrees 52 minutes 10 seconds East, along the Westerly face of said wall, 20.77 feet more or less to a jog to the east in said wall;

THENCE North 69 degrees 07 minutes 50 seconds East, along the southerly face of said jog, 0.72 feet more or less to the Westerly face of the Westerly wall of said Nurses' Residence;

THENCE South 20 degrees 52 minutes 10 seconds East, along said Westerly face of said wall, 129.35 feet more or less to a jog to the West in said wall;

THENCE South 68 degrees 41 minutes 30 seconds West, along the northerly face of said jog, 9.27 feet more or less to the Westerly face of the Westerly wall of said Nurses' Residence;

THENCE South 21 degrees 18 minutes 30 seconds East, along the Westerly face of said Westerly wall and along its production Southerly, 26.03 feet more or less to the Northerly limit of East South Street;

THENCE North 68 degrees 58 minutes 40 seconds East, along the Northerly limit of East South Street, 405.78 feet more or less to the place of beginning.

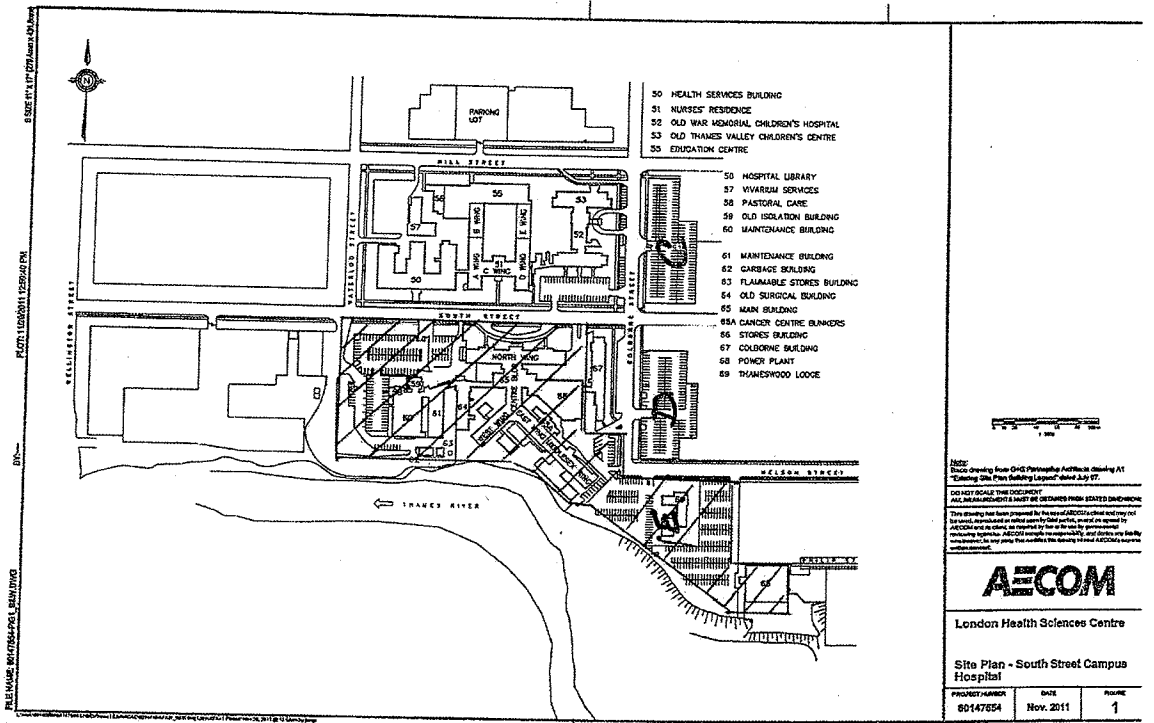
Provided the aforesaid lands shall not be deemed to include any lands lying South of the South limit of Nelson Street and the lands lying South of the South limit of Nelson Street now closed and lying between Waterloo and Colborne Street which lie within the area defined by the Upper Thames River Conservation Authority as "flood plain".

The said lands heretofore described in this schedule are shown outlined in blue on plot plan dated 24th December, 1970 and revised January, 1973 not annexed hereto but nevertheless forming part of this agreement and initialled by the parties for the purpose of identification.

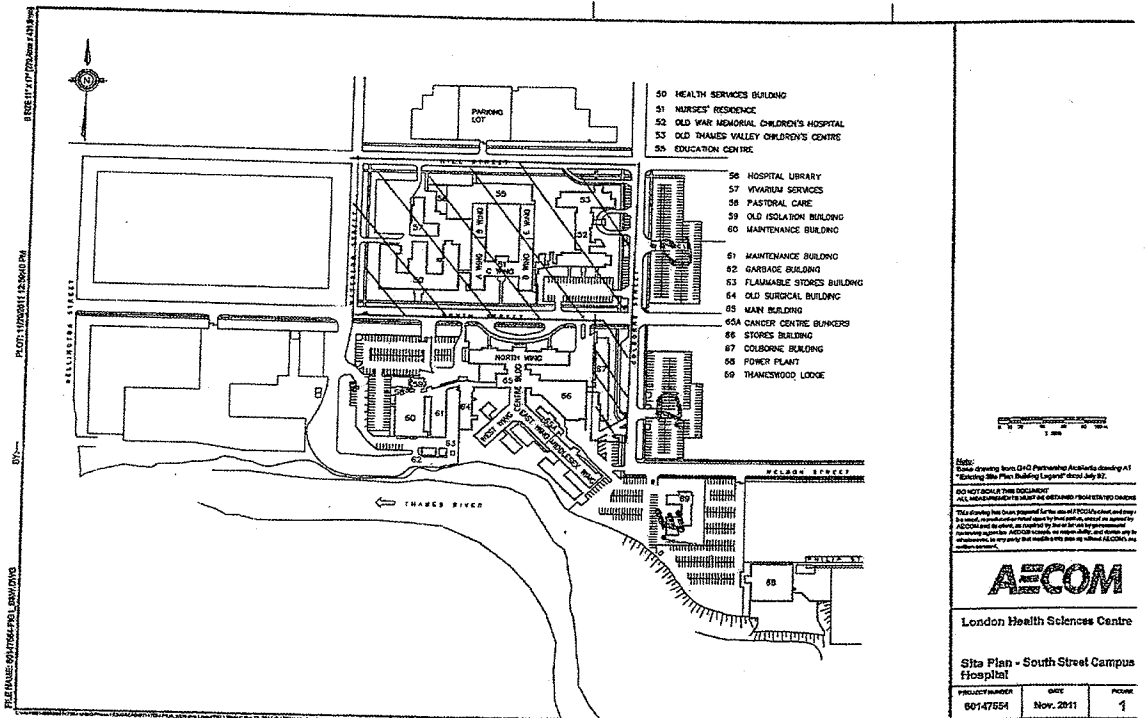
SCHEDULE " B "

- Address: 124 Colborne Street, London, ON
- Location: Fronting the east side of Colborne Street
- Measurements: 0.791 acres (34,467 Sq. Ft.)
- Legal Description: Part of Lot 27 and all of Lots 26, 34, and 35, Registered Plan 172(E). Designated as Part 1 on Plan 33R-17941 in the City of London, County of Middlesex, as shown on Schedule "A" (the "Property").
- Address: 401 Nelson Street, London, ON
- Location: Fronting the east side of Colborne Street
- Measurements: 0.086 acres (3,744 Sq. Ft.)
- Legal Description: Part Lots 11 and 12, South Side of Nelson Street East, Registered Plan 178(E), Designated as Part 5 on Plan 33R-17936, in the City of London, County of Middlesex, as shown on Schedule "A" (the "Property").
- Address: 401 Nelson Street, London, ON
- Location: Fronting the east side of Colborne Street
- Measurements: 1.075 acres (46,849 Sq. Ft.)
- Legal Description: Part Lots 11 and 12, South Side of Nelson Street East, Registered Plan 178(E), Designated as Parts 1, 2, 3, 4, and 6 on Plan 33R-17936, subject to a right of way over Part 6, Plan 33R-17936 as in LC184421 (17THLY), and subject to an easement in gross over Part 4, Plan 33R-17936 as in 635032, together with an easement as in LC184421, in the City of London, County of Middlesex, as shown on Schedule "A" (the "Property").
- Address: 58 Colborne Street, London, ON
- Location: Fronting the east side of Colborne Street
- Measurements: 0.790 acres (34,403 Sq. Ft.)
- Legal Description: Part of Lot 11, South Side of South Street East (Crown Plan No. 30), Part Lot 11, North Side of Nelson Street East (Crown Plan No. 30), Designated as Part 1 on Plan 33R-17938 in the City of London, County of Middlesex, as shown on Schedule "A" (the "Property").

SCHEDULE "C"



SCHEDULE " D "



SCHEDULE " E "

SCHEDULE

ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being in the City of London, in the County of Middlesex and being composed of:

FIRSTLY: part of Lot Number Two (2) on the North side of East Nelson Street in the said City of London, which part of said Lot Number Two (2) may be more particularly described as follows:

COMMENCING at a point on the North side of East Nelson Street being the South west angle of the said Lot:

THENCE Northerly along the Westerly limit thereof One Hundred and Forty-Five feet (145') to a point distant Twenty feet (20') Southerly from the North west angle of the said lot;

THENCE Easterly and parallel with the Northerly limit Thirty-five feet (35');

THENCE Southerly and parallel with the said Westerly limit One hundred and forty-feet (140') to the Southerly limit and East Nelson Street and

THENCE Westerly along the said Southerly limit Thirty-five feet (35') to the place of beginning.

SECONDLY: the Easterly Ninety feet (90') in perpendicular width of Lot Number three (3) on the south side of East South Street;

THIRDLY: the whole of Lot Number four (4) on the south side of East South Street;

FOURTHLY: the northerly One hundred and Thirty-five feet (135') of the westerly Thirty feet (30') of Lot 5 on the south side of east South Street in the said City of London;

FIFTHLY: part of Lot Number Five (5) on the South side of East South Street, which parcel may be more particularly described as follows:

COMMENCING at the North-east angle of said Lot Number five (5);

THENCE Westerly along the Northerly limit of said Lot Seventy-five feet (75');

THENCE Southerly parallel to the Easterly limit of said Lot One Hundred and Thirty-five feet (135');

THENCE Easterly parallel to the Northerly limit of said Lot Seventy-five feet (75') to the Easterly limit thereof;

THENCE Northerly along the Easterly limit of said Lot Number five (5), One hundred and Thirty-five feet (135') to the place of beginning;

SIXTHLY: the Easterly Eighty feet (80') in perpendicular width of Lot three (3) on the North side of East Nelson Street;

SEVENTHLY: of the Southerly Sixty-five feet (65') in perpendicular width of Lot Number four and five (4 and 5) on the North side of East Nelson Street, save and except parts thereof acquired for road widening purposes;

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