

**ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT OF LSAA**

**TO:** REVERA LONG TERM CARE INC. (the "Assignor")  
**AND TO:** CVH (No.9) GP INC. as General Partner of CVH (No.9) LP (the "Assignee")

**FROM:** NORTH WEST LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

**Re:** Long-Term Care Home Service Accountability Agreement April 1, 2016 to March 31, 2019 between the LHIN and the Assignor in respect of:

Lakehead Manor, located at  
135 Vickers Street, Thunder Bay, Ontario;

Pinewood Court, located at  
2625 Walsh Street, Thunder Bay, Ontario; and

Roseview Manor, located at  
99 Shuniah Street, Thunder Bay, Ontario.

(the "LSAA")

**WHEREAS** as of the Assignment Date (as defined below), the Assignor will no longer be a licensee, within the meaning of the *Long-Term Care Homes Act, 2007*, in respect of the long-term care homes listed above that are the subject of the LSAA;

**AND WHEREAS** as of the Assignment Date (as defined below), the Assignee will be a licensee, within the meaning of the *Long-Term Care Homes Act, 2007*, in respect of the long-term care homes listed above that are the subject of the LSAA;

**NOW THEREFORE:**

The LHIN hereby consents to the assignment, to and in favour of CVH (No. 9) GP Inc. as General Partner of CVH (No. 9) LP (the "Assignee"), of all of the Assignor's right, title and interest in and to the LSAA subject to the following conditions.

1. This consent is effective February 21, 2018.
2. The assignment will not occur until the Assignee becomes the licensee within the meaning of the *Long-Term Care Homes Act, 2007* in respect of the long-term care homes listed above that are the subject of the LSAA (the "Assignment Date").
3. The assignment will not relieve the Assignor from any obligation or liability to the LHIN under the LSAA, and the Assignor will continue to be subject to recoveries, set-offs and defences that the LHIN may have against the Assignor.
4. This consent is without prejudice to any and all rights, claims and defences that the LHIN may have in respect of the LSAA.

5. The LHIN does not waive, and will not be deemed to have waived, any right, obligation, default, breach or non-compliance under the LSAA as a consequence of granting this consent.
6. The Assignee will be subject to all recoveries, set-offs and defences that the LHIN may have under the LSAA.
7. The Assignee will, at all times from and after the effective date of the assignment, observe and perform the terms, covenants and conditions on the part of the Assignor contained in the LSAA.

**NORTH WEST LOCAL HEALTH INTEGRATION NETWORK**

By: Gil Labine Feb. 21 / 18  
 Gil Labine, Board Chair Date

And by: Laura Kokocinski Feb 21 / 18  
 Laura Kokocinski, Chief Executive Officer Date

Acknowledged and agreed to by the Assignor.

**REVERA LONG TERM CARE INC.**

By: Thomas G. Wellner Feb 23, 2018  
 THOMAS G. WELLNER Date  
 Vice President, Legal Services President and  
 & Assistant Secretary Chief Executive Officer  
 Title

I have authority to bind the corporation.

Acknowledged and agreed to by the Assignee.

**CVH (No.9) GP INC. as General Partner of CVH (No.9) LP**

By: Keith McIntosh FEB. 26. 18  
 KEITH MCINTOSH Date  
 Name  
CEO  
 Title

I have authority to bind the partnership.