

EMPLOYMENT AGREEMENT AMENDMENT

This amending agreement (the "Amending Agreement") is by and between:

HOTEL-DIEU GRACE HEALTHCARE
(herein called the "Employer")

- and -

MARY BENSON-ALBERS
(herein called the "Employee")

WHEREAS the Employee and the Employer have entered into an agreement dated as of the 8th day of September, 2014 (the "Agreement") whereby, on the terms and conditions set out in the Agreement, the Employee shall be employed with the Employer; and

WHEREAS the Employee and the Employer wish to amend the Agreement for their mutual benefit;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the parties hereby agree that the Agreement shall be amended as follows:

1. Section 6(b) of the Agreement shall be deleted in its entirety, and replaced with the following:

"6(b). Effective as of April 1, 2018, the Employee shall be entitled to participate in the pay-for-performance and other provisions contained in the Employer's Executive Compensation Policy and Framework (the "Framework"). The Employer reserves the right to amend or revoke the Framework at any time. The parties further agree that if in future legislation mandates that the Employee's base salary or other compensation be reduced in order to effect pay-for-performance or otherwise, the Employee's base salary may be reduced as required in order to comply with applicable legislation."

2. Effective as of April 1, 2018, Section 9(b) of the Agreement shall be deleted in its entirety.

3. Effective as of the date this Amending Agreement is fully executed, the first sentence of Section 12(a) is deleted and replaced with the following, with the remainder of Section 12(a) remaining in full force and effect:

“12(a). The Employer may terminate this Agreement at any time for Cause without payment of any compensation either by way of anticipated earnings or damages of any kind, save and except for any remuneration earned prior to the date of such termination, and any other minimum entitlements required by the *Employment Standards Act, 2000*.”

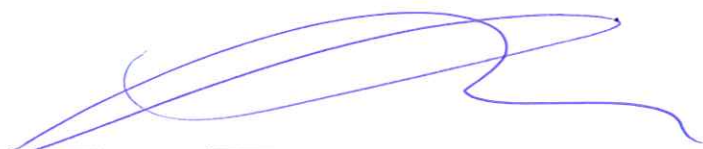
4. Effective as of the date this Amending Agreement is fully executed, Section 12(b) shall be deleted in its entirety, and replaced with the following:

“12(b). In addition to the termination of this Agreement by written notice as provided in Sections 11 and 12 (a) hereof, the Employer may terminate this Agreement at any time without Cause by a notice to the Employee in writing. Upon termination of this Agreement with notice as provided in this sub-clause (b), the Employer shall forthwith thereafter provide to the Employee the "Termination Entitlement" (less any deductions required by law). Subject to sub-clause (c) below, the "Termination Entitlement", for the purposes of this sub-clause (b), shall be equal to continuance of the Employee's base salary and benefits in effect as at the date of such notice for a period equal to fifteen (15) months, increasing by one (1) month per year of continuous employment after September 1, 2018, up to a total maximum of eighteen (18) months. Notwithstanding the foregoing, if any benefit cannot be continued for the full Termination Entitlement period due to restrictions imposed by the policy and/or the insurer, that benefit shall be continued only for the minimum notice period required by the *Employment Standards Act, 2000*, and no payment in lieu of such benefit will be provided.”

Except as outlined herein, all of the existing terms of the Agreement will continue to apply in full.

IN WITNESS WHEREOF the parties hereto duly execute this Amending Agreement.

Oct. 31 / 18.
Date


Mary Benson-Albers

HOTEL-DIEU GRACE HEALTHCARE

Oct 31/18

Date

TOR01: 7555169: v1

[Signature]

For HDGH: