

MEMORIAL UNIVERSITY OF NEWFOUNDLAND
("Landlord")

- and -

IRVING OIL LIMITED
("Assignor")

- and -

IRVING OIL COMMERCIAL G.P.
("Assignee")

FIRST LEASE AMENDMENT AND ASSIGNING AGREEMENT

Location:
Property # 89038
Southside Road, St. John's, NL
(the "Premises")

THIS FIRST LEASE AMENDMENT AND ASSIGNING AGREEMENT ("Assignment") made effective the 1st of January, 2020 (the "Effective Date").

WHEREAS Landlord and Assignor entered into a lease agreement for the Premises for a Term of forty (40) years comprised of the Lands, Water Lot, Improvements, easements rights, privileges, licenses benefitting, belonging pertaining to the Lands and/or the Water Lot located at Pier 25, Southside Road, St. John's, Newfoundland dated the 31st day of July, 2015 (the "Lease").

AND WHEREAS Assignor has agreed to assign the Lease to the Assignee and Assignee has agreed to assume the Lease;

AND WHEREAS Assignee is an affiliate of the Assignor;

AND WHEREAS Assignor has provided notice to Landlord of such assignment and Landlord has acknowledged and consented to such assignment,

AND WHEREAS Assignor, Assignee and Landlord acknowledge and agree that they remain bound by the terms of the Lease;

NOW THEREFORE, in consideration of the mutual agreements and covenants of the parties set forth in this agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties covenant and agree as follows;

1. The Landlord hereby consents to assignment of the Lease for the unexpired residue of the Term as of the Effective Date.
2. The Assignor does hereby grant and assign unto the Assignee all of its right, title and interest in the Lease Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations under the Lease and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Lease accruing on and after the Effective Date.
3. The address for Notices to Tenant under Section 22 of the Lease is hereby amended as follows:

Irving Oil Commercial G.P.	With a copy to	Irving Oil Commercial G.P.
Attention: Corporate Real Estate		Attention: Legal
10 King Square South		10 King Square South
Saint John, NB, E2L 5B8		Saint John, NB, E2L 0G3
LeasingDepartment@irvingoil.com		LegalOffice@irvingoil.com
4. Capitalized terms that are used in this Amendment but not otherwise defined herein shall have the meaning ascribed thereto in the Lease.
5. Except as otherwise expressly provided in this Amendment, the Lease shall remain in full force and effect in accordance with the terms and provisions thereof and is hereby ratified and confirmed by the parties hereto.
6. This Amendment shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, successors, assigns and representatives.
7. This Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute a single instrument. Signatures delivered by facsimile or by electronic document transmission (.pdf) are deemed for all purposes to be original counterparts of this Amendment

[Remainder of page intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their undersigning representatives, effective as of the Effective Date.

LANDLORD:
Memorial University of Newfoundland

Per: [Redacted] s. 40(1)
Printed Name: Iris Petten
Title: Chair, Board of Regents

Per: [Redacted] s. 40(1)
Printed Name: Kent Decker
Title: Vice President (Administration & Finance)

ASSIGNOR:
Irving Oil Limited

Per: [Redacted] s. 40(1)
Printed Name: Darren Gillis
Title: Chief Marketing Officer

Per: [Redacted] s. 40(1)
Printed Name: John Laidlaw
Title: Chief Legal Officer / Secretary

ASSIGNEE:
Irving Oil Commercial G.P.

Per: [Redacted] s. 40(1)
Printed Name: Darren Gillis
Title: President

Per: [Redacted] s. 40(1)
Printed Name: John Laidlaw
Title: Secretary

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MEMORIAL UNIVERSITY OF NEWFOUNDLAND

and

NEWFOUNDLAND POWER INC.

LEASE AND EASEMENT AGREEMENT
Lands Near Arctic Avenue, St. John's, NL

January 1, 2020

Lease and Easement Agreement – Lands Near Arctic Avenue, St. John's, NL

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- Schedule C - Description and Plan of Leased Lands
- Schedule D - Substation and Access Key Plan

THIS LEASE AND EASEMENT AGREEMENT (the "Agreement") is made effective as of the 1st day of January, 2020

BETWEEN: **MEMORIAL UNIVERSITY OF NEWFOUNDLAND**, a body corporate incorporated under and by virtue of the *Memorial University Act*, R.S.N.L. 1990, c. M-7, as amended.

("Landlord")

AND: **NEWFOUNDLAND POWER INC.**, a body corporate duly incorporated under the laws of Newfoundland and Labrador

("Tenant")

Recitals:

- A. Landlord is the owner of, or otherwise has rights to, the lands situate to the northeast of Arctic Avenue at Memorial University of Newfoundland's campus, in the City of St. John's in the Province of Newfoundland and Labrador.
- B. Tenant wishes to lease certain portions of such lands for the construction, operation and maintenance of an electrical substation.

The parties agree as follows:

Section 1 Definitions

In this Agreement, unless the context otherwise requires:

"Acceptable Condition" means, in respect of the Leased Premises and Easement Area, in a good condition and state of repair and in compliance with Applicable Law;

"Access Easement(s)" means (i) the lands required for access to the Leased Premises, as more particularly described and marked in the attached Schedule A, which Schedule A shall form part and parcel of these presents (being identified in Schedule A as Parcels 2, 3, and 5) and (ii) Memorial's Roadways.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. For purposes of this definition, "control" shall mean a majority voting or ownership interest, or the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting or ownership interest, by contract, or otherwise;

"Agreement" means this agreement including all schedules, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

"Applicable Law" means, in relation to any person, property, transaction or event, all applicable laws, statutes, codes, ordinances, regulations, official directives, and orders of, and the terms of all judgments, orders and decrees issued by, any federal, provincial or municipal government, any regulatory body, or any court or other body exercising legislative or judicial functions;

"Claims" means actions, claims, costs, damages, demands, fines, liabilities, penalties, settlements, and expenses (including reasonable legal fees and disbursements, investigation and laboratory fees, clean up and remediation costs, and court costs and other litigation expenses) in any way related to this Agreement or the rights granted hereunder;

"Conduit Easement" means the lands required for facilities as may be required for the transmission of electrical energy and telecommunications signals to and from the Substation Parcel, as more particularly described and marked in the attached Schedule B, which Schedule B shall form part and parcel of these presents (being identified in Schedule B as Parcel 4).

"Commencement Date" means January 1, 2020;

"Consequential Loss" means any lost profits or indirect, special, incidental or consequential, exemplary or punitive damages or other indirect damages or losses similar to the foregoing no matter how such loss or damage has occurred, even if the applicable Party has been advised of the possibility of such damage;

"Easement Area(s)" means the lands required for the Access Easements and the Conduit Easement;

"Environmental Laws" means all applicable federal, provincial, and local laws, by-laws, statutes, rules, regulations imposing liability or standards of conduct for, or relating to, the regulation of activities, materials, substances or wastes in connection with, for, or to, the protection of human health, safety, the environment or natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation);

"Hazardous Materials" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including petroleum, polychlorinated biphenyls and any other material or contaminant regulated or defined under any Environmental Law;

"Improvements" means all buildings, structures, fencing, roadways, signage and other installations and fixed improvements from time to time located on, in or under any portion of the Leased Premises or Easement Area, as the case may be;

"Landlord" means Memorial University of Newfoundland and includes its successors and assigns;

"Landlord Group" means Landlord and its Affiliates and their respective regents, directors, officers, managers, students, employees, agents and representatives, and the successors and assigns of each of them;

"Lease Year" means each 12 calendar month period during the Term, commencing on the Commencement Date;

"Leased Lands" means the lands described and shown in **Schedule C**, which Schedule C shall form part and parcel of these presents, (being identified in **Schedule C** as Parcel 1) and containing approximately 3,416 square meters;

"Leased Premises" means

- (a) the Leased Lands,
- (b) the Improvements with respect to the Leased Lands,
- (c) any and all rights, privileges, licences and other appurtenances benefitting, belonging or pertaining to the Leased Lands;

"Memorial's Roadways" means the vehicle roadway system over Memorial's lands providing for access to Prince Philip Drive from Memorial's facilities on the north side of Prince Philip Drive and used by its students, staff and members of the general public, as such roadways may exist or be adjusted or modified from time to time;

"Notice" means a communication required or contemplated to be given by either Party to the other under this Agreement, which communication shall be given in accordance with **Section 22**;

"Operating Agreement" means an agreement between the Parties with respect to division of responsibility and detailed operating procedures in matters such as security, access, roadway maintenance, snow clearing and property maintenance in relation to the Tenant's use of the Leased Premises, as it may be modified, amended, supplemented or restated by written agreement between the Parties;

"Parties" means the parties to this Agreement, and **"Party"** means one of them;

"Permitted Use" has the meaning set out in **Section 4**;

"Person" means any government, individual, partnership, firm, corporation, limited liability company, association, estate, trust, unincorporated organization or other entity;

"Rent" has the meaning set forth in **Section 6**;

"Removal Date" has the meaning set forth in **Section 10(b)**;

"Taxes" means all property, business or other taxes, rates, duties and assessments, including special and general assessments, levied or assessed against or in respect of (i) payments made by Tenant to Landlord under this Agreement; (ii) any of the Leased Premises; (iii) the use or occupancy of the Leased Premises or the Easement Area by the Tenant;

“Tenant” means Newfoundland Power Inc. and includes its successors and assigns;

“Tenant Group” means Tenant, their respective Affiliates and each of their respective directors, officers, managers, employees, contractors, agents and representatives, and the successors and assigns of each of them;

“Tenant’s Hazardous Materials” means any Hazardous Materials located, stored or introduced on or to the Leased Premises by Tenant or any employee, agent, contractor or other party acting under the direction of authority of the Tenant or as a result of Tenant’s use of or operations on the Leased Premises;

“Term” has the meaning set forth in Section 5(a); and

“Work” has the meaning set out in Section 9.

Section 2 Lease

Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Lands for the exclusive use and occupancy of the Tenant upon and subject to the terms, conditions, covenants, and provisions of this Agreement. Except for the representations of the Landlord set out in Section 13(a), the Tenant accepts the Leased Premises on an “as is” basis.

Section 3 Grant of Rights in respect of Easement Areas

- (a) For the Term and subject to the terms, conditions, covenants, and provisions of this Agreement, Landlord grants to Tenant the following rights and licence on, over and under the Easement Area as follows:
 - (i) In respect of the Access Easements, the Tenant may enter upon the Access Easement at all times, by day and by night, with or without motor vehicles of all types, portable substation equipment, sleds, and hand-drawn equipment and machinery, implements, and tools of all sorts.
 - (ii) In respect of the Conduit Easement, the Tenant may erect, maintain, repair, renew, replace, rebuild and install under the Conduit Easement such buried facilities, including cables, wires, transformers, underground ducts and other equipment as may be required for the transmission of electrical energy and telecommunication signals.
 - (iii) In respect of the Easement Areas, the Tenant may remove, cut and trim all trees, shrubbery, hay, crops and other things growing on the Easement Areas to facilitate traversing the Easement Area and the installation, maintenance and renewal of the facilities for the transmission of electrical energy and telecommunication signals.

- (b) Landlord expressly reserves the right:
 - (i) to use the Access Easements;
 - (ii) to grant other rights or licences to third parties on, over or under Memorial's Roadways and the parcel of land identified as Parcel 5 of the Access Easement;
 - (iii) subject to Landlord obtaining the prior written consent of the Tenant, not to be unreasonably withheld, to grant other rights or licences to third parties on, over or under the Conduit Easement and the parcels of land identified as Parcels 2 and 3 of the Access Easement;
- (c) provided that, in each case, such use or grant does not restrict or interfere with the Tenant's access to or use of the Leased Premises or the Easement Area or otherwise materially interfere with the Permitted Use.

Section 4 Permitted Use

- (a) Tenant is permitted to use the Leased Premises for the construction, installation, operation and maintenance of an electrical substation on the Leased Lands and any associated facilities and infrastructure related thereto (the "Permitted Use").
- (b) Further to the rights granted herein by Section 3(a)(i), Tenant is permitted to use any or all of the Access Easements for the purpose of accessing, constructing, and maintaining the Leased Premises and the Conduit Easement. The Landlord acknowledges and agrees that the Tenant shall have access to the Leased Premises and the Conduit Easement on a perpetual 24/7 basis.
- (c) Tenant is permitted to use the Conduit Easement for the purpose set out in Section 3(a)(ii) hereof.
- (d) Tenant may not use the Leased Premises or Easement Area for any other purpose without Landlord's prior written consent, to be provided or not provided at Landlord's sole discretion.

Section 5 Term

- (a) The term of this Agreement (the "Term") commences on the Commencement Date and terminates in accordance with Section 5(b).
- (b) The Term terminates on the earliest to occur of the following:
 - (i) January 1, 2045, provided however, that, unless the Tenant notifies the Landlord of its intention not to renew this Agreement on the expiration of the term, or unless the Agreement is terminated as hereinafter provided, the Lease shall

automatically be renewed for a further term of twenty-five (25) years, thereby expiring on January 1, 2070, upon the same terms and conditions as herein contained saving and excepting this provision providing for a renewal of the term of the Lease;

- (ii) the Tenant ceasing to operate an electrical substation on the Leased Premises;
 - (iii) termination pursuant to **Section 18(a)** (expropriation); and
 - (iv) termination by the Landlord pursuant to **Section 20(b)** (default by Tenant).
- (c) Notwithstanding the termination of this Agreement, the Parties shall remain bound by the terms of this Agreement in respect of:
- (i) any rights, liabilities and obligations arising or accruing under the terms of this Agreement prior to the date of termination;
 - (ii) all provisions of this Agreement that by their nature are intended to survive the termination (however caused) of this Agreement, including releases and indemnities; and
 - (iii) without limiting the foregoing, **Section 10(b)** (Removal Date) and **Section 13** (Representations and Warranties).

Section 6 Rent

In consideration for the lease and grant of easement by Landlord, Tenant shall pay to the Landlord, at such address as designated by the Landlord from time to time, One Dollar (\$1.00) *per annum* (the "Rent") on or before the Commencement Date and on the first day of each Lease Year, if and when demanded.

Section 7 Utilities and Services

Tenant shall be solely responsible for and shall promptly pay when due all charges for utility services used or consumed by it upon or from the Leased Premises or Easement Area during the Term.

Section 8 Taxes

- (a) During the Term, Tenant shall be responsible for and pay, as and when due, all Taxes attributable to periods included within the Term. Tenant shall furnish to Landlord satisfactory evidence of such payment, if Landlord so requests in writing.
- (b) Tenant may, at its own cost and expense, contest all Taxes by legal proceedings or in such other manner as it may deem suitable that is in compliance with Applicable Law. To assist

the Tenant, the Landlord shall provide such cooperation and execute such documents as is commercially reasonable. In respect of any such challenge, Tenant shall be fully responsible for its own costs and expenses, the Landlord's reasonable third-party costs and expenses, and any court costs or like amounts assessed against either Party.

- (c) Landlord shall use reasonable commercial efforts to supply Tenant with copies of any bills and notices received by Landlord and relating to Taxes at least 30 days before the last date when Tenant must make appeals or take other legal action in connection with such bill or notice, but the Landlord shall not be liable to the Tenant for its failure to so provide such copies to the Tenant.
- (d) Any refunds or rebates on account of Taxes paid by Tenant attributable to periods within the Term shall belong to Tenant.
- (e) The Parties shall otherwise each be responsible, in accordance with Applicable Law, for the payment of taxes required to be paid by such Party.

Section 9 Work, Improvements, and Use

- (a) Except as otherwise may be specifically provided in this Agreement or the Operating Agreement, all work carried out in accordance with the Permitted Use (the "Work") shall be at Tenant's sole cost and expense and shall be performed in a skillful and competent manner, with as little disruption as is reasonably possible to the use and enjoyment of the adjoining property by the Landlord and its other tenants, if any.
- (b) During the Term, Tenant shall keep the Leased Premises and Easement Area in an Acceptable Condition.
- (c) In performing any Work, Tenant shall and shall cause its contractors and subcontractors to:
 - (i) provide reasonable notice to the Landlord of the planned Work;
 - (ii) comply fully with all relevant reasonable directives and protocols duly implemented by Landlord from time to time, acting reasonably, provided that Landlord shall provide Tenant with timely access to any such directives and protocols and provided that such protocols do not prevent the Tenant from accessing the Leased Premises to address emergency situations or otherwise impair the access and use rights set forth in this Agreement;
 - (iii) take all necessary precautions in connection with the Work in order to ensure the safety and health of all persons on the Leased Premises and all persons potentially affected by the Work;
 - (iv) comply fully with Landlord's health and safety procedures;

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- (v) comply fully with Applicable Law and applicable industry codes of practice; and
 - (vi) without limiting the foregoing, comply fully with industry best practices with respect to health, safety and environmental standards and codes of practice.
- (d) On completion of any Work, the Leased Premises and Easement Area shall be promptly restored by Tenant to an Acceptable Condition, and, further, in a condition which is:
- (i) at least equivalent to the condition of such property prior to conducting the Work, and
 - (ii) acceptable to Landlord, acting reasonably.
- (e) Tenant, in its use and occupation of the Leased Premises, shall comply in all material respects with all Environmental Laws.
- (f) Except as otherwise may be specifically provided in the Operating Agreement, Tenant shall be responsible for the maintenance and repair of their fixtures, electrical substation plant and equipment, and other like Improvements installed on the Leased Premises.
- (g) Tenant may, in its sole discretion and at its sole expense, demolish or remove any Improvements from the Leased Premises and construct or install Improvements on the Leased Premises, provided that:
- (i) any Work undertaken by Tenant shall be conducted in a good and workmanlike manner, using materials of good quality, and in compliance with Applicable Law;
 - (ii) Tenant shall obtain, at its sole expense, all necessary permits, licences, and approvals;
 - (iii) Tenant shall pay when due for all labour and materials; and
 - (iv) Tenant shall discharge or otherwise provide adequate assurance of protection against the enforcement of any liens for labour or materials that may be filed in the event of non-payment for such Work.
- (h) Title to all Improvements constructed or installed by Tenant shall remain solely with Tenant, and, to the extent permitted by Applicable Law, Tenant shall be entitled to deduct all depreciation on Tenant's income tax returns for such Improvements.

Section 10 Surrender of Premises

- (a) By no later than 11:59 p.m. on the last day of the Term, Tenant shall, subject to **Section 10(b)**, quit and surrender to Landlord the Leased Premises and the Easement Area to Landlord in an Acceptable Condition and, further, in accordance with the following conditions:

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- (i) unless otherwise agreed by Landlord, Tenant's fixtures, electrical substation plant and equipment, and other like Improvements installed on, in or under the Leased Premises and the Easement Area shall be removed by Tenant;
 - (ii) the Leased Premises and Easement Area shall be in good condition and repair and suitable for Landlord's then use, as acceptable to Landlord acting reasonably. In no event will the condition and functionality of the Leased Premises and Easement Area be less favourable to Landlord than existing as of the Commencement Date; and
 - (iii) the Leased Premises and the Easement Area shall be free from any Hazardous Materials introduced by the Tenant or its employees or agents. If required by either Party, the Parties shall engage, at the Tenant's cost, a qualified professional, acceptable to Landlord acting reasonably, to confirm this.
- (b) Unless the Landlord otherwise agrees in writing, no later than the last day of the Term (the "Removal Date"), Tenant shall remove from the Leased Premises and Easement Area:
- (i) personal property of the Tenant,
 - (ii) Tenant-installed plant and equipment, and
 - (iii) all signage, trademarks/trade names, trade dress and other items of branding, including any feature at the Leased Premises and Easement Area bearing Tenant's logo, color scheme, or other branding or trade dress, irrespective of the degree or character of annexation to the Leased Premises or Easement Area.
- (c) On the expiration or earlier termination of this Agreement, Tenant shall cause all Tenant's Hazardous Materials that are in quantities or concentrations exceeding criteria or standards under Environmental Laws to be remediated, addressed or managed in full compliance with Environmental Laws.
- (d) By no later than the Removal Date, Tenant shall repair any damage caused by the removal of its personal property and Improvements and shall take such steps as are necessary to bring the Leased Premises and Easement Area to an Acceptable Condition.

Section 11 Compliance with Applicable Law

- (a) During the Term, Tenant shall, at its own cost and expense, observe and comply with all Applicable Law governing Tenant's use and/or occupation of the Leased Premises and Easement Area.
- (b) Tenant may contest by appropriate legal proceedings, diligently conducted in good faith, the validity or application of any such Applicable Law.

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- (c) Landlord shall promptly give Tenant a copy of any notice relating to the Leased Premises or Easement Area that Landlord receives from any governmental entity, utility company, or other agency or authority having or claiming jurisdiction over the Leased Premises or Easement Area.
- (d) Neither Party shall, without the prior written consent of the other Party, request or cause any change in the zoning classification of the Leased Premises or Easement Area.

Section 12 Assignment and Subletting

- (a) Tenant shall not assign this Agreement or any of its rights under this Agreement or sublet all or any part of the Leased Premises at any time without the Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.
- (b) Notwithstanding any assignment or subletting, Tenant shall remain liable for the performance of its obligations under this Agreement, except that the Landlord may, having regard solely to its own interests, agree to release the Tenant from any further liability hereunder arising from and after the effective date of such assignment.

Section 13 Representations and Warranties

- (a) Landlord represents and warrants to Tenant as follows:
 - (i) Landlord has full authority to enter into this Agreement;
 - (ii) the execution of this Agreement by Landlord has been duly and validly authorized by all requisite corporate proceedings and this Agreement is enforceable against Landlord in accordance with its terms.
 - (iii) Landlord is vested with fee simple title to the Leased Lands and Easement Area.
 - (iv) There are currently no mortgages encumbering the Leased Premises or Easement Area.
 - (v) There are no agreements to which Landlord is a party or by which the Leased Premises are bound that affect the use of the Leased Premises or Easement Area or would otherwise affect this Agreement.
 - (vi) There are no pending or, to the best of Landlord's knowledge, threatened actions, liens, suits, or other legal proceedings, including condemnation proceedings and tax valuation proceedings, affecting Landlord, the Leased Premises or the Easement Area and, to the best of the Landlord's knowledge, there are no special assessments against the Leased Premises or Easement Area for any Improvements or other betterments, matured or unmatured.

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- (vii) Landlord has not received any notice of and Landlord does not have any knowledge of any violation of Applicable Law or other requirement of any governmental authority having jurisdiction over or affecting any part of the Leased Premises or Easement Area. In the event that Landlord or Tenant receives notice of any such violation existing as of the Commencement Date, Landlord shall cure, prior to the Commencement Date, any such violation.
 - (viii) The entry by Landlord into this Agreement does not constitute or cause a default under any contract, agreement or lease to which Landlord is a party or by which Landlord is bound.
- (b) Tenant represents and warrants to the Landlord as follows:
- (i) The Tenant is a corporation existing under and governed by the laws of Newfoundland and Labrador, and has the necessary corporate authority, power and capacity to enter into this Agreement and to carry out its obligations under this Agreement.
 - (ii) The execution of this Agreement by Tenant has been duly and validly authorized by all requisite corporate proceedings and this Agreement is enforceable against Tenant in accordance with its terms.
 - (iii) Tenant is not a non-Canadian with the meaning of the *Investment Canada Act* (Canada).

Section 14 Landlord Covenants

Landlord covenants to Tenant as follows:

- (a) Tenant shall at all times during the Term have the right to peacefully and quietly have, hold, occupy, and enjoy the Leased Premises and Easement Area (subject to Section 3(b)) for the Permitted Use without hindrance from Landlord or any person claiming by, through or under Landlord.

Section 15 Limitation of Liability

- (a) In no event will either Party be liable to the other Party for any Consequential Loss in any way related to this Agreement or the rights granted hereunder.
- (b) Landlord's aggregate liability to the Tenant Group in respect of any Claims in any way related to this Agreement or the rights granted hereunder is limited to an amount not exceeding the aggregate amount of Rent received by Landlord under Section 6 up to the date of the initial event giving rise to the first such Claim.

- (c) It is intended that this Section 15 applies to any and all liability or cause of action against Landlord or any other member of the Landlord Group, however alleged or arising.

Section 16 Indemnity

- (a) Tenant shall defend, indemnify, and hold harmless each member of the Landlord Group from and against (and pay) any and all Claims:
 - (i) arising out of a breach by Tenant of any provision of this Agreement; or
 - (ii) related to the use or occupation of the Leased Premises or Easement Area by Tenant.
- (b) Landlord shall defend, indemnify, and hold harmless each member of the Tenant Group from and against (and pay) any and all Claims:
 - (i) arising out of a breach by Landlord of any provision of this Agreement; or
 - (ii) related to the use or occupation of the Leased Premises or Easement Area by Landlord.
- (c) Indemnification Procedures:
 - (i) Promptly after an indemnified Party under any provision of this Agreement receives Notice of the commencement of any proceeding against it by a third party, such indemnified Party will, if a claim is to be made against an indemnifying Party, give Notice to the indemnifying Party of the commencement of such proceeding. The failure to notify the indemnifying Party shall not relieve the indemnifying Party of any liability that it may have to any indemnified Party, except to the extent that the indemnifying Party demonstrates that the defense of such action is prejudiced by the indemnifying Party's failure to give such Notice.
 - (ii) If any proceeding referred to in Section 16(c)(i) is brought against an indemnified Party the indemnifying Party shall be entitled:
 - (1) to participate in such proceeding, and
 - (2) to assume the defense of such proceeding with legal counsel reasonably satisfactory to the indemnified Party (unless (i) the indemnifying Party is also a party to such proceeding and the indemnified Party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying Party fails to provide reasonable assurance to the indemnified Party of its financial capacity to defend such proceeding and provide indemnification with respect to such proceeding).

- (iii) After Notice from the indemnifying Party to the indemnified Party of its election to assume the defense of such proceeding, the indemnifying Party shall not, as long as it diligently conducts such defense, be liable to the indemnified Party for any fees of other legal counsel or any other expenses with respect to the defense of such proceeding, in each case subsequently incurred by the indemnified Party in connection with the defense of such proceeding, other than reasonable costs of investigation.
- (iv) If the indemnifying Party assumes the defense of a proceeding:
 - (1) no compromise or settlement of such claims may be effected by the indemnifying Party without the indemnified Party's consent unless:
 - (a) there is no finding or admission of any violation by the indemnified Party of any law or any violation by the indemnified Party of the rights of any person and no effect on any other claims that may be made against the indemnified Party; and
 - (b) the sole relief provided is monetary damages that are paid in full by the indemnifying Party; and
 - (2) the indemnified Party shall have no liability with respect to any compromise or settlement of such claims effected without its consent and shall be provided with a full release with respect to such compromise or settlement of claim.
- (v) If Notice is given to an indemnifying Party of the commencement of any proceeding and the indemnifying Party does not, within thirty (30) days after the indemnified Party's Notice is given, give Notice to the indemnifying Party of its election to assume the defense of such proceeding, the indemnifying Party will, to the extent of its obligation to indemnify the indemnified Party, be bound by any determination made in such proceeding or any compromise or settlement effected by the indemnified Party.
- (vi) Notwithstanding the foregoing, if an indemnified Party determines in good faith that there is a reasonable probability that a proceeding may adversely affect it or its Affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified Party may, by Notice to the indemnifying Party, assume the exclusive right to defend, compromise, or settle such proceeding, but the indemnifying Party shall not be bound by any determination of a proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

- (vii) A claim for indemnification for any matter not involving a third-Party claim may be asserted by Notice to the Party from whom indemnification is sought.

Section 17 Insurance

- (a) *Tenant's Commercial Liability Insurance* – Tenant shall, at its own cost and expense, keep in full force and effect a policy of commercial general liability insurance on an occurrence basis with respect to Tenant's operations at the Leased Premises and Easement Area. The limits of insurance protection afforded in the policy shall be in such amount as Tenant may deem advisable but in no event less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, including liability for bodily injury and property damage. The policy shall name Landlord as an additional insured and Tenant shall furnish to Landlord, upon reasonable request, a certificate evidencing that such insurance is in full force and effect.
- (b) *Blanket Insurance* – Any insurance required to be provided by Tenant or Landlord pursuant to this Agreement may be provided by blanket insurance covering the Leased Premises, Easement Area, and other locations provided such blanket insurance complies with all of the other requirements of this Agreement with respect to the insurance involved.

Section 18 Expropriation

- (a) If, during the Term:
 - (i) the Leased Premises are taken in their entirety under any statute or by right of expropriation (a "Taking"), then this Agreement shall terminate as of the date Tenant has been deprived of possession as a result of the Taking; or
 - (ii) the Easement Area, or other means of access to or egress from the Leased Premises, or any portion of the Leased Premises, is the subject of a Taking and such Taking of a portion of the Leased Premises or any other property materially impairs the ability to use and operate the Leased Premises in substantially the same manner as prior to the Taking, then Tenant may, at its option, terminate this Agreement by giving Landlord Notice of termination.
- (b) If a Taking results in the termination of this Agreement pursuant to this Section 18, the Parties shall cooperate in applying for and in prosecuting any claim for such Taking and the aggregate net award pertaining to the Leased Premises, after deducting all expenses and costs (including reasonable attorney's fees and disbursements), incurred in connection with prosecuting the claim, shall be payable to both Landlord and Tenant (the "Fund") and the Fund shall be paid and allocated as follows:
 - (i) to Tenant, an amount equal to the fair market value of Tenant's interest in the Leased Premises (including in respect of the loss or relocation of any personal

property, trade fixtures, and/or other personal property belonging to Tenant) had the Taking not occurred;

- (ii) to Landlord, an amount equal to the fair market value of Landlord's interest in the Leased Premises had the Taking not occurred.

If the Fund is insufficient to fully pay Landlord and Tenant, then each Party shall receive such percentage of the Fund as is equivalent to the percentage of the Fund that they would have received had the Fund been sufficient to fully pay each Party.

- (c) In the event of a partial Taking where the Agreement is not terminated:
 - (i) all compensation for any temporary Taking relating wholly to periods within the Term shall be distributed to Tenant without participation by Landlord;
 - (ii) otherwise, all compensation available or paid for such Taking shall be paid to Tenant for the purpose of such restoration, replacement, reconfiguration, or reconstruction of the Leased Premises, provided, however, that in the event that only a portion of the aggregate award is sufficient to pay the cost of such restoration, replacement, or reconstruction, then only such portion shall be paid to Tenant for such purpose and the balance shall be distributed in the same manner as is provided for the Fund in Section 18(b).

Section 19 Mortgages by Landlord

If Landlord grants any mortgages or like real property security on the Leased Premises or the Easement Area during the Term, Tenant shall subordinate this Agreement to such security provided that the mortgagee or other secured party provides Tenant with a written non-disturbance agreement on standard commercial terms acceptable to Tenant, acting reasonably.

Section 20 Defaults

- (a) The following shall constitute events of default under this Agreement on the part of Tenant (each, a "Default"):
 - (i) Tenant fails to pay Rent when due, and such failure continues for a period of 10 business days after Notice from Landlord to Tenant specifying such failure; or
 - (ii) Tenant fails to perform or breaches any other material obligation under this Agreement and such failure or breach continues for a period of 30 days after Notice from Landlord to Tenant specifying the failure or breach with particularity; provided, however, that if such failure or breach cannot reasonably be cured with the 30 day period, then, provided Tenant commences to cure such breach or failure within the 30 day period and diligently pursues the cure to completion,

Tenant shall have such additional time as is reasonably necessary to cure the failure or breach.

- (b) In the event of a Default and at any time while such Default is continuing after the applicable cure period, Landlord may, in addition to its other remedies and rights at law, give Notice to Tenant terminating this Agreement on a date specified in such Notice, which date shall be at least 15 days after the giving of such Notice.
- (c) Upon termination of the Agreement pursuant to Section 20(b), in addition to any other remedies available to it under this Agreement or at law, Landlord may, without further notice, enter upon, reenter and repossess the Leased Premises and hold and enjoy the Leased Premises and the rights to receive all rental income of and from the Leased Premises.
- (d) If Landlord breaches or fails to perform any of its material obligation under this Agreement and such breach or failure continues for 30 days after Notice thereof to Landlord (or, except in the case of obligations relating to the payment of money, if such breach or failure cannot reasonably be cured within said thirty (30) day period, for such additional time as is reasonably necessary to effectuate cure provided Landlord commences to cure the same within said thirty (30) day period and diligently pursues the cure to completion), then Tenant may without limiting other remedies that may be available to Tenant at law, cure such breach or failure, all on behalf of and at the expense of Landlord, and do all necessary work in connection therewith, and Landlord shall, within ten (10) days of demand, pay Tenant the amount so paid by Tenant, failing which Tenant shall have the right, without limiting any other remedies that may be available to Tenant, to set-off such amounts against the installments of Rent and other charges payable under this Agreement until such time as Tenant has been fully reimbursed, or indemnified, as the case may be, for such amounts, plus interest thereon.

Section 21 Payments Under Protest

- (a) If at any time a dispute arises as to any amount or sum of money to be paid by Tenant to Landlord under this Agreement, Tenant has the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment. If it is determined that there was no legal obligation on the part of Tenant to pay such sum or any part thereof, Tenant shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Agreement.
- (b) If at any time a dispute arises between the Parties as to any work to be performed by Tenant under this Agreement, Tenant may perform such work and pay the cost thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance. If it is determined that there was no legal obligation on the part of Tenant to perform such work or any portion thereof, Tenant shall be entitled to recover

the cost of such work or the cost of so much thereof as Tenant was not legally required to perform under the provisions of this Agreement.

Section 22 Notices

- (a) All notices to be given by one Party to the other under this Agreement (a "Notice") shall be in writing and shall be given by hand delivery (in the case of notices hand delivered to Tenant, such hand delivery to be made at Tenant's corporate offices, presently located as outlined below, but subject to change pursuant to this Section 22) or via certified mail or registered mail, return receipt requested, or other nationally recognized overnight courier, in each case with all postage and mailing or courier charges prepaid and addressed in the manner hereinafter provided.
- (b) Any Notice which is required to be given within a certain period or prior to a certain date in order to be effective shall be deemed to have been given by the sending Party when hand delivered in accordance with the provisions hereof or deposited with the courier in the manner herein provided.
- (c) All such Notices shall be addressed as follows, or at such other address within Canada as a Party may hereafter designate by Notice to the other:

If to Landlord: Memorial University of Newfoundland
 Department of Facilities Management
 Facilities Management Building
 14 Phelan Road
 St. John's, NL
 A1C 5S7
 Attention: Office of the Associate Vice President (Facilities)

If to Tenant: Newfoundland Power Inc.
 P.O Box 8910
 55 Kenmount Road
 St. John's, NL
 A1B 3P6
 Attention: Vice President, Engineering & Energy Supply

With copies, in the case of any Notice of breach, default, claim or indemnity, sent to the same address as follows:

- Newfoundland Power Inc. – Attention: Senior Legal Counsel
- Newfoundland Power Inc. – Attention: Chief Financial Officer

Section 23 Estoppel Certificates

Each Party agrees that, upon reasonable prior request by the other Party, it shall execute, acknowledge and deliver a statement in writing certifying, without recourse to the individual signing such statement, that this Agreement is unmodified and in full force and effect, or if there are modifications, stating the modifications and that the Agreement as modified is still in full force and effect, and that there are no defaults, defenses or offsets thereto then accrued, or stating those claimed, and stating the dates to which the rents or other charges have been paid. Such statement may be relied upon by any purchaser or assignee of Landlord or Tenant's interest in the Leased Premises, any lender of Landlord or Tenant, and any subtenant of Tenant.

Section 24 Holding Over

If the Tenant continues in occupancy of the Leased Premises after the expiration of the Term without the written agreement of the Parties, such occupancy shall not be deemed to extend or renew this Agreement, but shall be deemed to be a month-to-month tenancy on the terms of this Agreement but at a monthly rental rate equal one-twelfth of 125% of the annual Rent in effect during the first Lease Year of the Term, prorated and payable monthly in advance for the period of such occupancy. For greater certainty, this Section 24 does not give the Tenant any right to hold over after the expiration of the Term.

Section 25 General Provisions

- (a) *Governing Law* – This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
- (b) *Interpretation*
 - (i) Wherever the singular number is used in this Agreement, the same shall include the plural, as the context requires.
 - (ii) The section headings in this Agreement are for reference and convenience only, and are not to be taken into consideration in the interpretation or construction hereof.
 - (iii) Wherever the word "include," "includes," or "including" is used in this Agreement, it is deemed to be followed by the words "without limitation." The terms "this Agreement," "hereof," "herein," "hereby," "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular section of this Agreement unless the context otherwise requires.
- (c) *Severability* – If any provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not

be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- (d) **Notice of Lease** – Either Party may register at the NL Registry of Deeds a short-form notice of lease in respect of this Agreement setting forth the names of the parties, a description of the Leased Premises, and the Term. For greater certainty, the notice of lease shall not state the rental rate or any of the other provisions of the Agreement unless both Parties consent in writing.
- (e) **Brokerage Fees** – Each Party represents to the other that it has not entered into any agreement, arrangement or understanding with any Person that will result in the other Party paying a finder's fee, brokerage commission or similar payment in connection with the transactions contemplated by this Agreement.
- (f) **Expiry of Time Periods** – If any time period under this Agreement expires on a Saturday, Sunday or statutory holiday in Newfoundland and Labrador, then such time period shall automatically be extended to the next succeeding business day.
- (g) **Entire Agreement** – This Agreement contains the entire agreement between the parties, and no oral statements or representations or prior written matter not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way, except by a written document executed by both parties.
- (h) **Waiver** – Failure or delay of Landlord or Tenant to complain of any act or omission on the part of the other Party no matter how long the failure or delay may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either Party may have under this Agreement or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by such Party or not, shall be deemed to be in exclusion of any other; and any two or more of all of such rights and remedies may be exercised at the same time.
- (i) **No Consequential Losses** – For the purposes of Section 15, consequential, incidental, indirect or punitive damages awarded against a Party in favor of a third party shall be deemed to be direct, actual damages, as between the Parties.
- (j) **Counterparts** - This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute a single

IN WITNESS WHEREOF the parties have duly executed this Agreement.

LANDLORD:

Memorial University of Newfoundland

By: [Redacted] s. 40(1)

Name: Iris E. Pitko

Title: Chair, Board of Regents

By: [Redacted] s. 40(1)

Name: Kent Decker

Title: Bursar

TENANT:

Newfoundland Power Inc.

By: [Redacted] s. 40(1)

Name: Byron Chubb

Title: VP Engineering & Energy Supply

By: [Redacted] s. 40(1)

Name: Paige London

Title: VP Finance & CFO

s. 40(1) [Redacted]
Witness

s. 40(1) [Redacted]
Witness

CATHERINE A. WILKINSON
A Commissioner for Oaths
in and for the Province of Newfoundland and Labrador.
My commission expires on December 31, 2022.

s. 40(1) [Redacted]
Witness

s. 40(1) [Redacted]
Witness

Confidential

SCHEDULE A – DESCRIPTION AND PLAN OF ACCESS EASEMENTS

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Schedule A - Parcel Number Assignment Key

The Access Easements shall be designated herein as follows:

Parcel 2 – The Access Easement designated herein as “Parcel 2” shall be those lands called Parcel C as described and delineated in the attached survey labelled Allnorth NL Surveyors job number 16NL0673-000-2125-007-Rev0, which survey shall form part and parcel of these presents.

Parcel 3 - The Access Easement designated herein as “Parcel 3” shall be those lands called Parcel B as described and delineated in the attached survey labelled Legge Surveys Limited job number 2018-6514-AB, which survey shall form part and parcel of these presents.

Parcel 5 - The Access Easement designated herein as “Parcel 5” shall be those lands called Parcel C as described and delineated in the attached survey labelled Legge Surveys Limited job number 2018-6514-C, which survey shall form part and parcel of these presents.

July 9, 2019
Job No. 16NL0673-000-2125-007-Rev0

SCHEDULE "A"
DESCRIPTION

(Easement to be acquired by Newfoundland Power Inc. from
Memorial University of Newfoundland)

Mount Scio Road

St. John's, NL

All those pieces or parcels of land situate and being southeast of Mount Scio Road, at St. John's, Newfoundland and Labrador and being bounded and abutted as follows, that is to say:

Parcel "A"

BEGINNING at a point southeast of Mount Scio Road, said point having coordinates of North 5 270 705.561 metres and East 324 320.071 metres in the Modified Three Degree Transverse Mercator Projection [NAD83] for the province of Newfoundland and Labrador, Zone One;

THENCE running along the land of Memorial University of Newfoundland (surveyed by Legge Surveys Ltd. on May 5, 2018. Job No. 2018-6514), North 47° 00' 46" East, 4.356 metres; thence South 42° 59' 14" East, 4.000 metres; thence South 47° 00' 46" West, 3.109 metres; thence North 61° 38' 53" West, 3.712 metres; thence North 49° 55' 28" West, 0.487 metres, more or less, to the point of commencement and containing an area of 15.1 square metres, more or less, as shown on the attached plan, Job No. 16NL0673-000-2125-007-Rev0 dated July 9, 2019. AND ALSO;

Parcel "B"

BEGINNING at a point southeast of Mount Scio Road, said point having coordinates of North 5 270 667.767 metres and East 324 317.256 metres in the Modified Three Degree Transverse Mercator Projection [NAD83] for the province of Newfoundland and Labrador, Zone One;

THENCE running along the land of Memorial University of Newfoundland (surveyed by Legge Surveys Ltd. on May 5, 2018. Job No. 2018-6514), North 48° 31' 52" East, 36.755 metres; thence South 67° 46' 16" East, 13.169 metres; thence South 47° 36' 03" West, 55.594 metres; thence North 04° 10' 27" East, 18.177 metres, more or less, to the point of commencement and containing an area of 564.3 square metres, more or less, as shown on the attached plan, Job No. 16NL0673-000-2125-007-Rev0 dated July 9, 2019. AND ALSO;

Parcel "C"

BEGINNING at a point southeast of Mount Scio Road, said point having coordinates of North 5 270 654.180 metres and East 324 396.135 metres in the Modified Three Degree Transverse Mercator Projection [NAD83] for the province of Newfoundland and Labrador, Zone One;

THENCE running along the land of Memorial University of Newfoundland (surveyed by Legge Surveys Ltd. on May 5, 2018. Job No. 2018-6514), North 41° 28' 29" West, 50.732 metres;

s. 40(1)



s. 40(1)

Allnorth NL Surveyors
Newfoundland Land Surveyors

THENCE turning and running along the land of Memorial University of Newfoundland (Volume 3269 Frame 58-73), North 47° 36' 03" East, 40.000 metres; thence South 41° 28' 29" East, 50.748 metres; thence South 47° 37' 27" West, 40.000 metres, more or less, to the point of commencement and containing an area of 2029.3 square metres, more or less, as shown on the attached plan, Job No. 16NL0673-000-2125-007-Rev0 dated July 9, 2019.

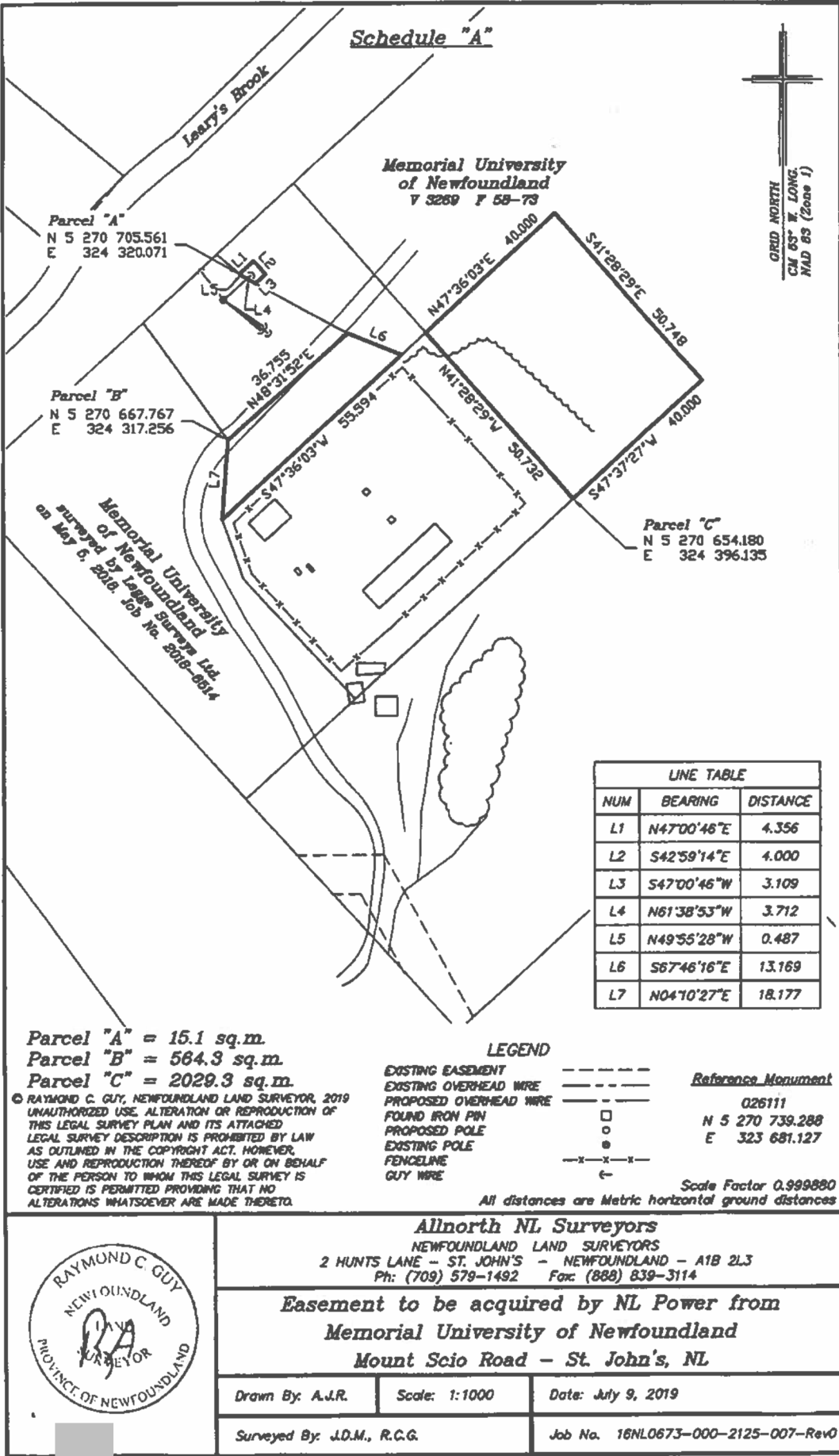
All bearings are grid bearings referred to Grid North. All distances are horizontal ground distances.



Raymond C. Guy, NLS



s. 40(1)



Allnorth NL Surveyors
NEWFOUNDLAND LAND SURVEYORS
2 HUNTS LANE - ST. JOHN'S - NEWFOUNDLAND - A1B 2L3
Ph: (709) 578-1492 Fax: (888) 839-3114

**Easement to be acquired by NL Power from
Memorial University of Newfoundland
Mount Scio Road - St. John's, NL**

Drawn By: A.J.R.	Scale: 1:1000	Date: July 9, 2019
Surveyed By: J.D.M., R.C.G.		Job No. 18NL0673-000-2125-007-Rev0

s. 40(1)

**EASEMENT SURVEY DESCRIPTION FOR NEWFOUNDLAND POWER
MEMORIAL UNIVERSITY OF NEWFOUNDLAND & LABRADOR
PARCEL B ARCTIC AVENUE, ST. JOHN'S, NL**

All that piece or parcel of land situated and being near the northern side of Arctic Avenue, in the City of St. John's, in the electoral district of Mount Scio, in the Province of Newfoundland & Labrador and being abutted as follows, that is to say:

BEGINNING at a point, said point having NAD83 coordinates of North 5270620.889 meters and East 324359.638 meters with reference to Crown Land Monument No. 026288 having coordinates of North 5270728.026 meters and East 325035.366 meters and Crown Land Monument No. 80G2242 having coordinates of North 5270007.886 meters and East 324195.866 meters of the Modified Three Degree Transverse Mercator Projection for Newfoundland having a central meridian of 53 degrees west longitude;

THENCE running through land belonging to Memorial University of Newfoundland & Labrador registered in Volume 3269 Folio 58-73, in the Registry of Deeds, in Newfoundland & Labrador, leased to National Research Council Canada registered in Volume 3345 Folio 502-520, in the Registry of Deeds, in Newfoundland & Labrador, counter-clockwise along the arc of a curve having a radius of sixty-five decimal zero zero zero meters, an arc length of sixty-seven decimal eight zero nine meters and having a chord bearing and length of South five degrees eleven minutes fifty-eight seconds West, sixty-four decimal seven seven six meters;

THENCE running South twenty-four degrees forty-one minutes twelve seconds East, fourteen decimal four two two meters;

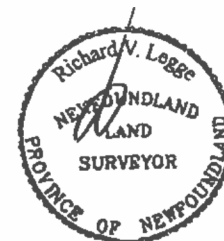
THENCE along land belonging to Memorial University of Newfoundland, registered in Roll 117 Frame 1786 in the Registry of Deeds, in Newfoundland and Labrador, North forty-two degrees thirteen minutes thirty-one seconds West, thirteen decimal nine three seven meters;

THENCE running through land belonging to Memorial University of Newfoundland & Labrador registered in Volume 3269 Folio 58-73, in the Registry of Deeds, in Newfoundland & Labrador, leased to National Research Council Canada registered in Volume 3345 Folio 502-520, in the Registry of Deeds, in Newfoundland & Labrador, clockwise along the arc of a curve having a radius of ninety-five decimal eight seven five meters, an arc length of three decimal zero five two meters and having a chord bearing and length of North twenty-four degrees eleven minutes thirteen seconds West, three decimal zero five two meters;

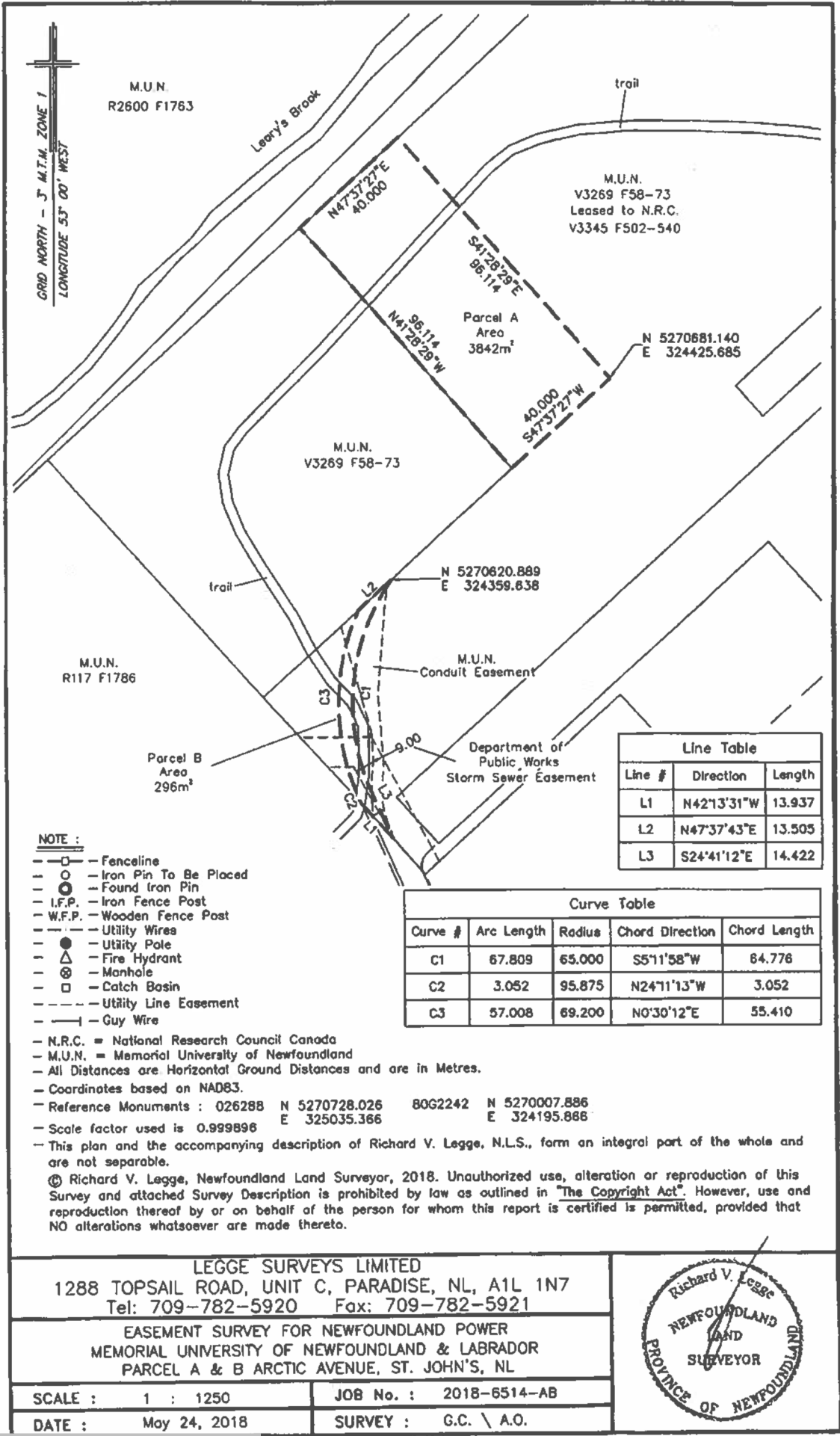
THENCE running clockwise along the arc of a curve having a radius of sixty-nine decimal two zero zero meters, an arc length of fifty-seven decimal zero zero eight meters and having a chord bearing and length of North zero degrees thirty minutes twelve seconds East, fifty-five decimal four one zero meters;

THENCE running along land belonging to Memorial University of Newfoundland & Labrador registered in Volume 3269 Folio 58-73, in the Registry of Deeds, in Newfoundland & Labrador, North forty-seven degrees thirty-seven minutes forty-three seconds East, thirteen decimal five zero five meters, more or less, to the point of beginning.

The above-described parcel of land has an area of 296 square meters, more or less, and is shown more fully delineated on the adjoining plan having job number 2018-6514-AB dated May 24, 2018. All bearings are referred to grid north in the above-mentioned projection. All distances are horizontal ground distances. Subject to a Newfoundland Power conduit easement and a Department of Public Works storm sewer easement, as shown on the adjoining plan.



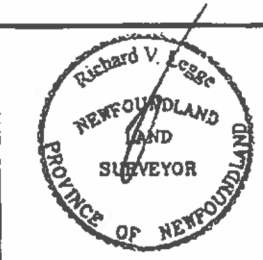
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LEGGE SURVEYS LIMITED
1288 TOPSAIL ROAD, UNIT C, PARADISE, NL, A1L 1N7
Tel: 709-782-5920 Fax: 709-782-5921

EASEMENT SURVEY FOR NEWFOUNDLAND POWER
MEMORIAL UNIVERSITY OF NEWFOUNDLAND & LABRADOR
PARCEL A & B ARCTIC AVENUE, ST. JOHN'S, NL

SCALE : 1 : 1250 JOB No. : 2018-6514-AB
DATE : May 24, 2018 SURVEY : G.C. \ A.O.



**EASEMENT SURVEY DESCRIPTION FOR NEWFOUNDLAND POWER
MEMORIAL UNIVERSITY OF NEWFOUNDLAND & LABRADOR
PARCEL C PRINCE PHILIP DRIVE, ST. JOHN'S, NL**

All that piece or parcel of land situated and being on the northern side of Prince Philip Drive, in the City of St. John's, in the electoral district of Mount Scio, in the Province of Newfoundland & Labrador and being abutted as follows, that is to say:

BEGINNING at a point, said point having NAD83 coordinates of North 5270281.425 meters and East 324547.491 meters with reference to Crown Land Monument No. 026288 having coordinates of North 5270728.026 meters and East 325035.366 meters and Crown Land Monument No. 80G2242 having coordinates of North 5270007.886 meters and East 324195.866 meters of the Modified Three Degree Transverse Mercator Projection for Newfoundland having a central meridian of 53 degrees west longitude;

THENCE running along Prince Philip Drive, South forty-nine degrees thirty-five minutes fifty seconds West, one decimal two zero five meters;

THENCE running South forty-seven degrees thirty-three minutes fifty seconds West, twenty decimal six one zero meters;

THENCE running South fifty-six degrees forty-four minutes thirty-five seconds West, four decimal two seven eight meters;

THENCE along land belonging to Memorial University of Newfoundland, registered in Roll 117 Frame 1786 in the Registry of Deeds, in Newfoundland and Labrador, counter-clockwise along the arc of a curve having a radius of eleven decimal two nine three meters, an arc length of nine decimal eight three one meters and having a chord bearing and length of North fourteen degrees forty-five minutes forty-two seconds West, nine decimal five two three meters;

THENCE running North forty-two degrees twenty-six minutes zero seven seconds West, fifty-nine decimal two eight nine meters;

THENCE running North thirty-seven degrees thirty-two minutes forty-two seconds West, fifteen decimal seven eight three meters;

THENCE running North thirty-three degrees forty-eight minutes thirty-one seconds West, eight decimal four four five meters;

THENCE running North twenty degrees fifty-three minutes forty-six seconds West, twenty-six decimal four five three meters;

THENCE running North sixteen degrees eleven minutes fifty-three seconds West, twenty-five decimal four one six meters;

THENCE running North thirty-seven degrees twenty minutes twenty seconds West, sixty-one decimal six three four meters;

THENCE running North twenty-nine degrees forty-one minutes fifty-seven seconds West, fourteen decimal one one seven meters;



s. 40(1)

THENCE running North twenty-six degrees zero eight minutes twenty-six seconds West, fourteen decimal zero seven nine meters;

THENCE running North forty-two degrees thirty-one minutes eleven seconds West, thirty-nine decimal seven seven three meters;

THENCE running North fifteen degrees zero one minutes thirty seconds West, sixteen decimal zero three six meters;

THENCE running North twenty-four degrees forty-one minutes twelve seconds West, fifty-three decimal seven nine seven meters;

THENCE running along land belonging to Memorial University of Newfoundland & Labrador registered in Volume 3269 Folio 58-73, in the Registry of Deeds, in Newfoundland & Labrador, leased to National Research Council Canada registered in Volume 3345 Folio 502-520, in the Registry of Deeds, in Newfoundland & Labrador, South forty-two degrees thirteen minutes thirty-one seconds East, twenty-eight decimal five nine one meters;

THENCE along land belonging to Memorial University of Newfoundland, registered in Roll 117 Frame 1786 in the Registry of Deeds, in Newfoundland and Labrador, South twenty-three degrees fifty-seven minutes forty-nine seconds East, thirty-six decimal eight one four meters;

THENCE running South thirty-one degrees twenty-two minutes fourteen seconds East, twenty decimal nine eight five meters;

THENCE running South forty-three degrees nineteen minutes forty seconds East, thirty decimal six four two meters;

THENCE running South twenty degrees forty-six minutes eleven seconds East, twenty-four decimal one eight eight meters;

THENCE running South forty-one degrees fifty-six minutes twenty-seven seconds East, ninety-two decimal eight four seven meters;

THENCE running South nineteen degrees twenty-six minutes thirty-five seconds East, thirty-seven decimal five two three meters;

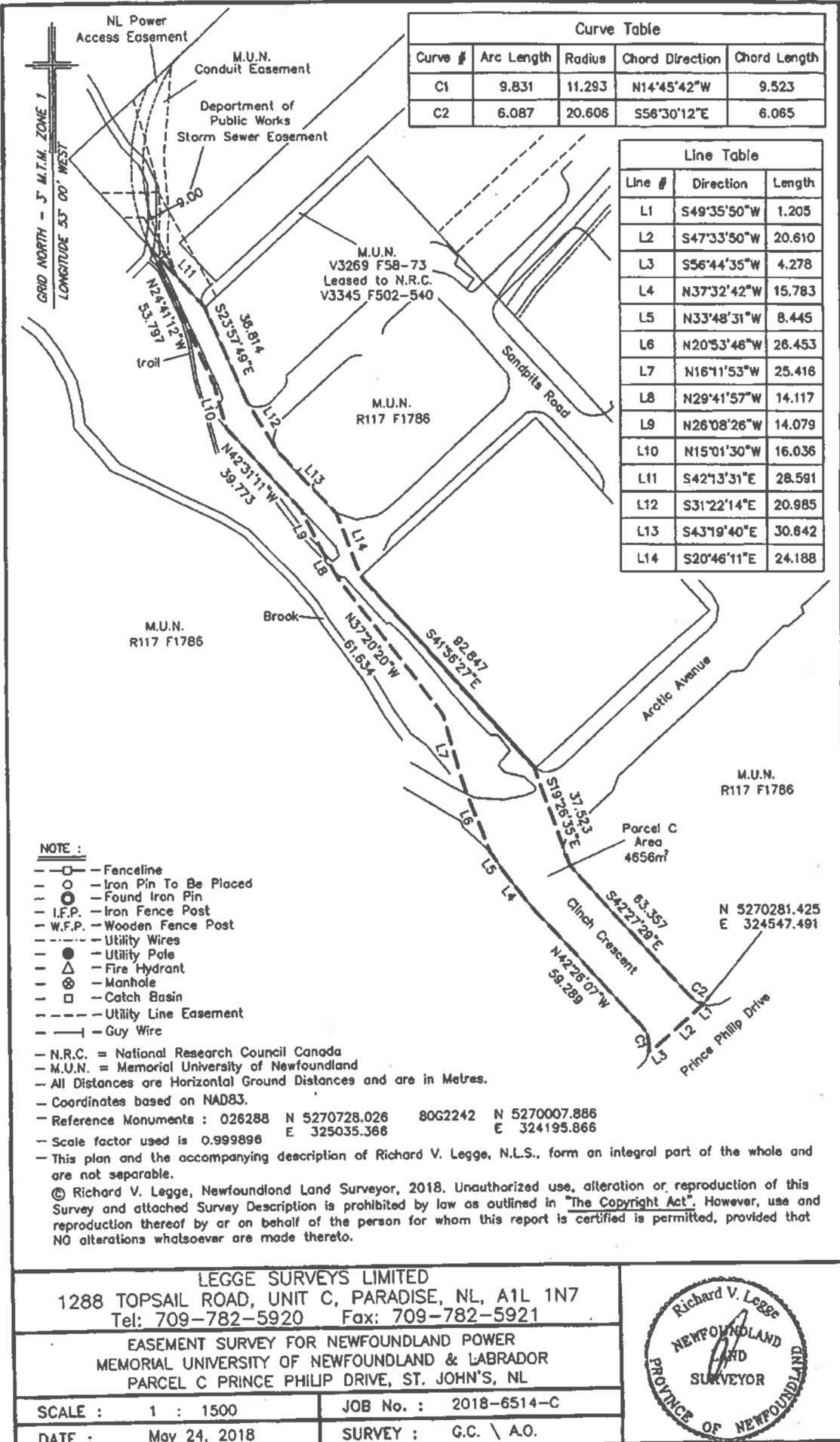
THENCE running South forty-two degrees twenty-seven minutes twenty-nine seconds East, sixty-three decimal three five seven meters;

THENCE running counter-clockwise along the arc of a curve having a radius of twenty decimal six zero six meters, an arc length of six decimal zero eight seven meters and having a chord bearing and length of South fifty-six degrees thirty minutes twelve seconds East, six decimal zero six five meters, more or less, to the point of beginning.

The above-described parcel of land has an area of 4656 square meters, more or less, and is shown more fully delineated on the adjoining plan having job number 2018-6514-C dated May 24, 2018. All bearings are referred to grid north in the above-mentioned projection. All distances are horizontal ground distances.



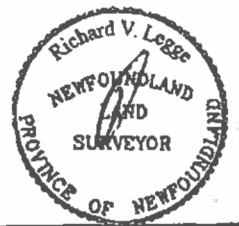
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LEGGE SURVEYS LIMITED
 1288 TOPSAIL ROAD, UNIT C, PARADISE, NL, A1L 1N7
 Tel: 709-782-5920 Fax: 709-782-5921

EASEMENT SURVEY FOR NEWFOUNDLAND POWER
 MEMORIAL UNIVERSITY OF NEWFOUNDLAND & LABRADOR
 PARCEL C PRINCE PHILIP DRIVE, ST. JOHN'S, NL

SCALE : 1 : 1500 JOB No. : 2018-6514-C
 DATE : May 24, 2018 SURVEY : G.C. \ A.O.



Confidential

SCHEDULE B – DESCRIPTION AND PLAN OF CONDUIT EASEMENT

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Schedule B - Parcel Number Assignment Key

Parcel 4 - The Conduit Easement designated herein as "Parcel 4" shall be those lands called Parcel D as described and delineated in the attached survey labelled Legge Surveys Limited job number 2018-6514-D-REV, which survey shall form part and parcel of these presents.

**REVISED EASEMENT SURVEY DESCRIPTION FOR NEWFOUNDLAND POWER
MEMORIAL UNIVERSITY OF NEWFOUNDLAND & LABRADOR
PARCEL D ARCTIC AVENUE, ST. JOHN'S, NL**

All that piece or parcel of land situated and being near the northern side of Arctic Avenue, in the City of St. John's, in the electoral district of Mount Scio, in the Province of Newfoundland & Labrador and being abutted as follows, that is to say:

BEGINNING at a point, said point having NAD83 coordinates of North 5270619.639 meters and East 324358.270 meters with reference to Crown Land Monument No. 026288 having coordinates of North 5270728.026 meters and East 325035.366 meters and Crown Land Monument No. 80G2242 having coordinates of North 5270007.886 meters and East 324195.866 meters of the Modified Three Degree Transverse Mercator Projection for Newfoundland having a central meridian of 53 degrees west longitude;

THENCE running through land belonging to Memorial University of Newfoundland & Labrador registered in Volume 3269 Folio 58-73, in the Registry of Deeds, in Newfoundland & Labrador, leased to National Research Council Canada registered in Volume 3345 Folio 502-540, in the Registry of Deeds, in Newfoundland & Labrador, South four degrees fifty-six minutes thirty-seven seconds West, thirty-three decimal one one one meters;

THENCE running South four degrees forty-six minutes forty-six seconds East, twenty-one decimal two zero zero meters;

THENCE running South thirteen degrees forty minutes nineteen seconds West, eight decimal seven eight eight meters;

THENCE running counter-clockwise along the arc of a curve having an arc length of four decimal zero zero seven meters, a radius of six decimal zero zero zero meters and having a chord bearing and length of South five degrees twenty-seven minutes thirty-two seconds East, three decimal nine three three meters;

THENCE running South twenty-four degrees thirty-five minutes twenty-two seconds East, eleven decimal one eight nine meters;

THENCE along land belonging to Memorial University of Newfoundland, registered in Roll 117 Frame 1786 in the Registry of Deeds, in Newfoundland and Labrador, North forty-two degrees thirteen minutes thirty-one seconds West, nine decimal zero six one meters;

THENCE running through land belonging to Memorial University of Newfoundland & Labrador registered in Volume 3269 Folio 58-73, in the Registry of Deeds, in Newfoundland & Labrador, leased to National Research Council Canada registered in Volume 3345 Folio 502-520, in the Registry of Deeds, in Newfoundland & Labrador, clockwise along the arc of a curve having an arc length of eight decimal nine five eight meters, a radius of nine decimal three zero zero meters and having a chord bearing and length of North fourteen degrees thirty-seven minutes fifty-three seconds West, eight decimal six one six meters;

THENCE running North twelve degrees fifty-seven minutes forty-six seconds East, nine decimal three one seven meters;



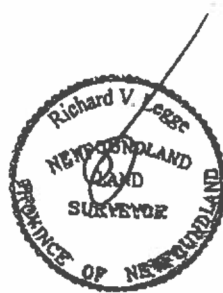
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THENCE running North three degrees twelve minutes fifty-one seconds West, eight decimal two zero eight meters;

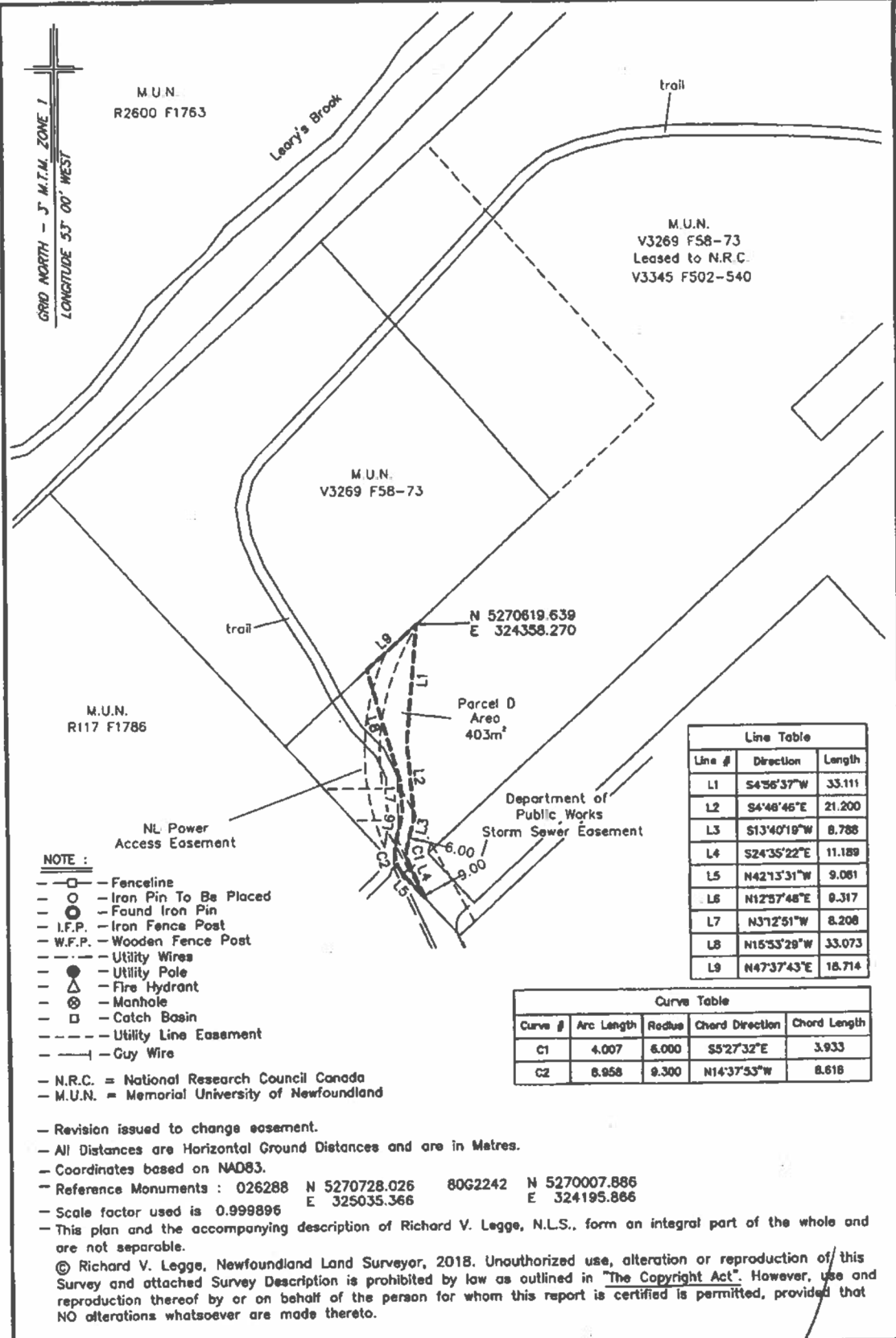
THENCE running North fifteen degrees fifty-three minutes twenty-nine seconds West, thirty-three decimal zero seven three meters;

THENCE running along land belonging to Memorial University of Newfoundland & Labrador registered in Volume 3269 Folio 58-73, in the Registry of Deeds, in Newfoundland & Labrador, North forty-seven degrees thirty-seven minutes forty-three seconds East, eighteen decimal seven one four meters, more or less, to the point of beginning.

The above-described parcel of land has an area of 403 square meters, more or less, and is shown more fully delineated on the adjoining plan having job number 2018-6514-D-REV dated June 21, 2018. All bearings are referred to grid north in the above-mentioned projection. All distances are horizontal ground distances. Subject to a Newfoundland Power access easement and a Department of Public Works storm sewer easement, as shown on the adjoining plan.



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- NOTE :**
- □ - Fenceline
 - ○ - Iron Pin To Be Placed
 - ⊙ - Found Iron Pin
 - I.F.P. - Iron Fence Post
 - W.F.P. - Wooden Fence Post
 - --- - Utility Wires
 - ● - Utility Pole
 - ▲ - Fire Hydrant
 - ⊗ - Manhole
 - □ - Catch Basin
 - - - - - Utility Line Easement
 - | | - Guy Wire
 - N.R.C. = National Research Council Canada
 - M.U.N. = Memorial University of Newfoundland

Line Table		
Line #	Direction	Length
L1	S4°56'37"W	33.111
L2	S4°48'46"E	21.200
L3	S13°40'19"W	8.788
L4	S24°35'22"E	11.189
L5	N42°13'31"W	9.061
L6	N12°57'48"E	9.317
L7	N37°25'11"W	8.208
L8	N15°53'29"W	33.073
L9	N47°37'43"E	18.714

Curve Table				
Curve #	Arc Length	Radius	Chord Direction	Chord Length
C1	4.007	6.000	S5°27'32"E	3.933
C2	8.958	9.300	N14°37'53"W	8.618

- Revision issued to change easement.

- All Distances are Horizontal Ground Distances and are in Metres.

- Coordinates based on NAD83.

- Reference Monuments : 026288 N 5270728.026 80G2242 N 5270007.886
 E 325035.366 E 324195.866

- Scale factor used is 0.999896

- This plan and the accompanying description of Richard V. Legge, N.L.S., form an integral part of the whole and are not separable.

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LEGGÉ SURVEYS LIMITED 1288 TOPSAIL ROAD, UNIT C, PARADISE, NL, A1L 1N7 Tel: 709-782-5920 Fax: 709-782-5921		
REVISED EASEMENT SURVEY FOR NEWFOUNDLAND POWER MEMORIAL UNIVERSITY OF NEWFOUNDLAND & LABRADOR PARCEL D ARCTIC AVENUE, ST. JOHN'S, NL		
SCALE : 1 : 1250	JOB No. : 2018-6514-D-REV	
DATE : June 21, 2018	SURVEY : G.C. \ A.O.	

Schedule C - Parcel Number Assignment Key

Parcel 1 - The Leased Lands designated herein as "Parcel 1" shall be those lands described and delineated in the attached survey labelled Allnorth NL Surveyors job number 16NL0673-000-2125-008-Rev0, which survey shall form part and parcel of these presents.



Allnorth NL Surveyors
Newfoundland Land Surveyors

July 9, 2019
Job No. 16NL0673-000-2125-008-Rev0

SCHEDULE "A"
DESCRIPTION

(Lease to be acquired by Newfoundland Power Inc. from
Memorial University of Newfoundland)

Mount Scio Road **St. John's, NL**

All that piece or parcel of land situate and being southeast of Mount Scio Road, at St. John's, Newfoundland and Labrador and being bounded and abutted as follows, that is to say:

BEGINNING at a point southeast of Mount Scio Road, said point having coordinates of North 5 270 608.697 metres and East 324 346.271 metres in the Modified Three Degree Transverse Mercator Projection [NAD83] for the province of Newfoundland and Labrador, Zone One;

THENCE running along the land of Memorial University of Newfoundland (surveyed by Legge Surveys Ltd. on May 5, 2018. Job No. 2018-6514), North 42° 50' 10" West, 37.525 metres; thence North 19° 46' 12" West, 14.264 metres; thence North 47° 36' 03" East, 63.109 metres;

THENCE turning and running along the land of Memorial University of Newfoundland (Volume 3269 Frame 58-73), South 41° 28' 25" East, 50.729 metres; thence South 47° 37' 43" West, 67.491 metres, more or less, to the point of commencement and containing an area of 3416.0 square metres, more or less, as shown on the attached plan, Job No. 16NL0673-000-2125-008-Rev0 dated July 9, 2019.

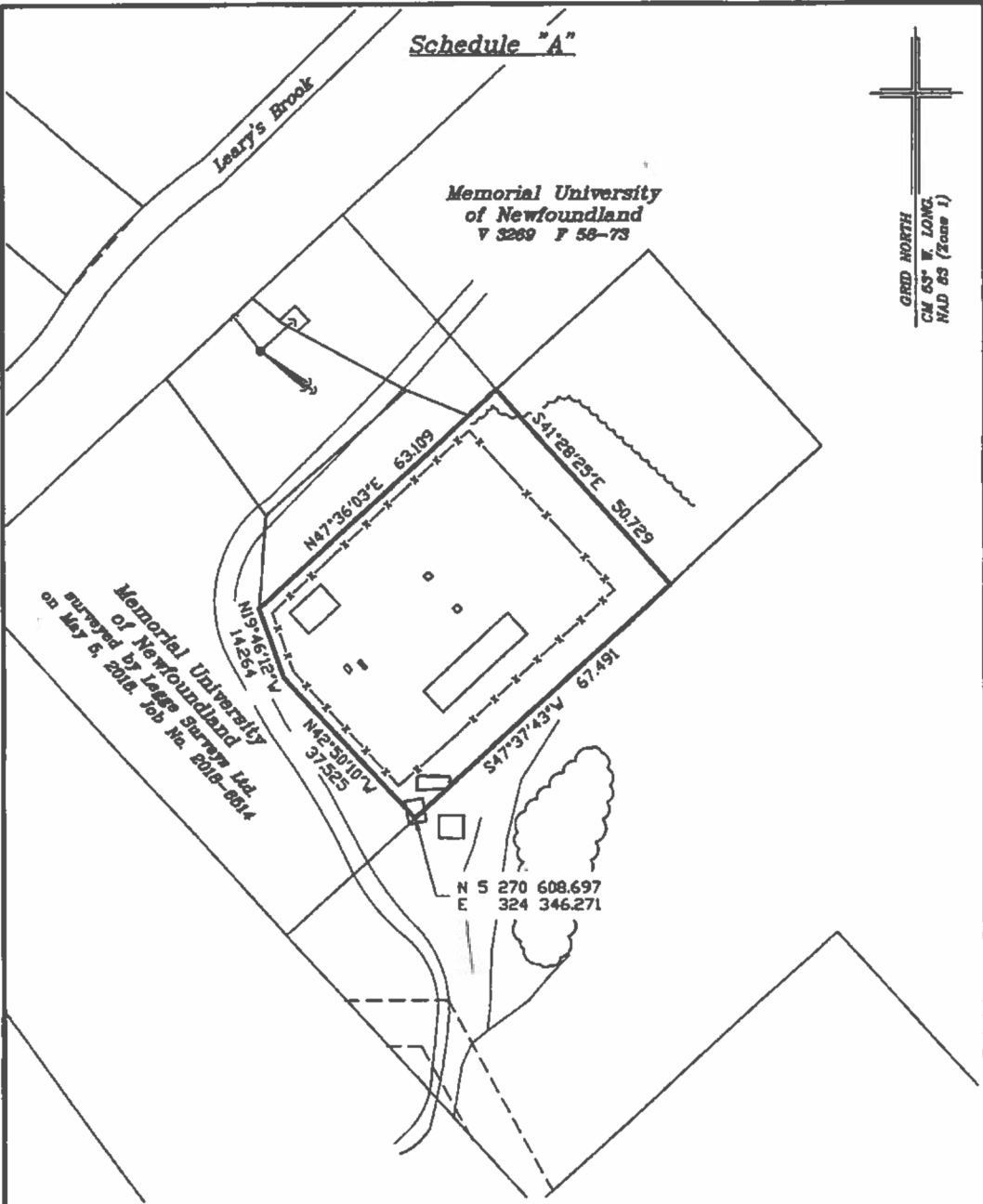
All bearings are grid bearings referred to Grid North. All distances are horizontal ground distances.



Raymond C. Guy, NLS

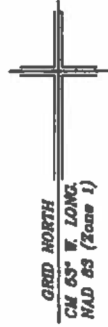


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Schedule "A"

Memorial University
of Newfoundland
V 3269 F 58-73



Memorial University
of Newfoundland
surveyed by Laser Surveys Ltd
on May 6, 2018 Job No. 2018-0014

N 5 270 608.697
E 324 346.271

Area = 3416.0 sq.m.

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ALTERATIONS WHATSOEVER ARE MADE THERETO.

LEGEND

- EXISTING EASEMENT
 - - - EXISTING OVERHEAD WIRE
 - - - PROPOSED OVERHEAD WIRE
 - FOUND IRON PIN
 - PROPOSED POLE
 - EXISTING POLE
 - x-x-x-x- FENCELINE
 - ← GUY WIRE
- Reference Monument
026111
N 5 270 739.288
E 323 681.127
- Scale Factor 0.999880
All distances are Metric horizontal ground distances



Allnorth NL Surveyors
NEWFOUNDLAND LAND SURVEYORS
2 HUNTS LANE - ST. JOHN'S - NEWFOUNDLAND - A1B 2L3
Ph: (709) 579-1492 Fax: (888) 839-3114

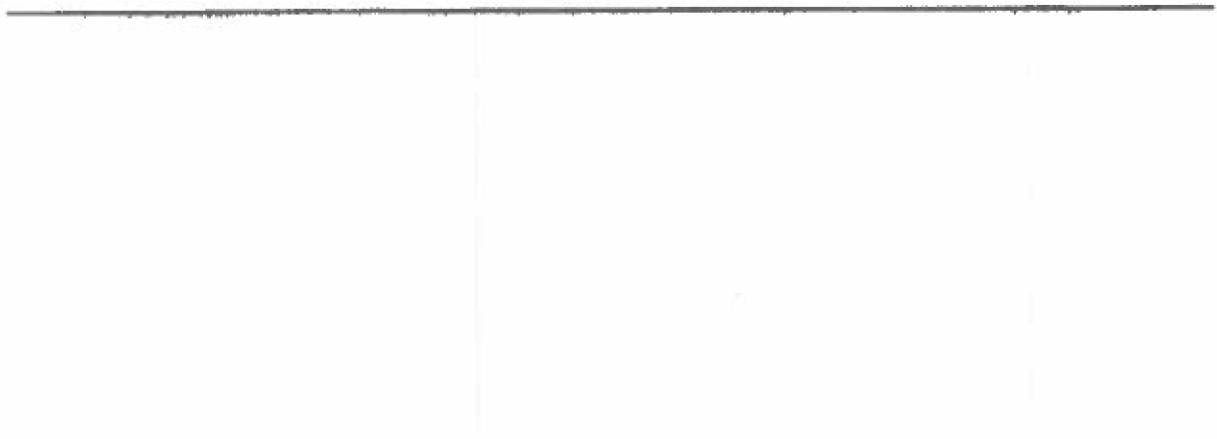
Lease to be acquired by NL Power from
Memorial University of Newfoundland
Mount Scio Road - St. John's, NL

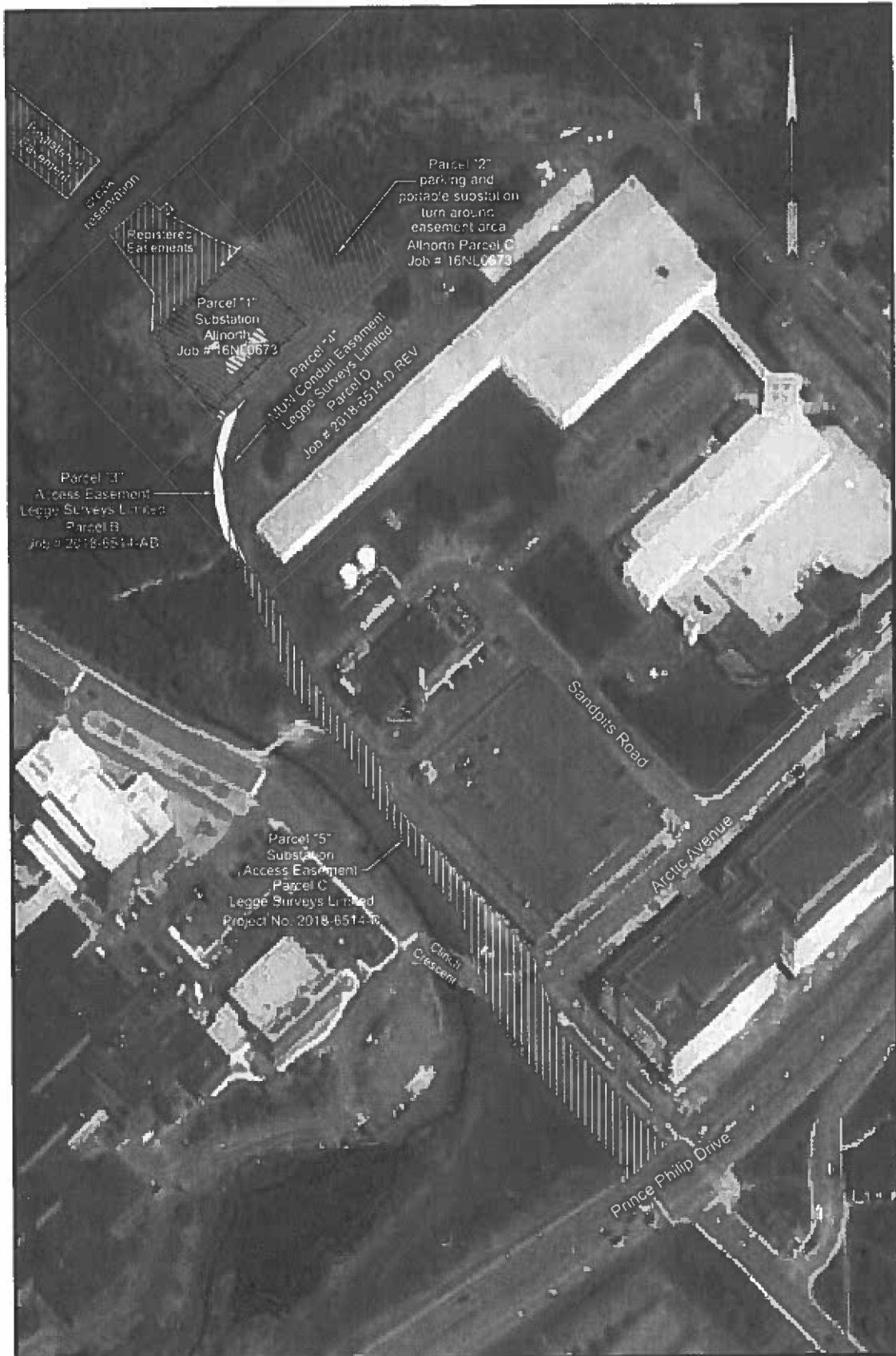
Drawn By: A.J.R.	Scale: 1:1000	Date: July 9, 2019
Surveyed By: J.D.M., R.C.G.		Job No. 16NL0673-000-2125-008-Rev0


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SCHEDULE D – SUBSTATION AND ACCESS KEY PLAN





 <p>NEWFOUNDLAND POWER A FORTIS COMPANY</p>	<p>DESCRIPTION:</p> <p>SUBSTATION AND ACCESS KEY PLAN</p>	<p>LOCATION:</p> <p>MEMORIAL UNIVERSITY PRINCE PHILIP DRIVE ST. JOHN'S, NL</p>	<p>PROJECT NO.</p>	<p>FEEDER</p>
	<p>INVENTORY No.</p>	<p>SSWR:</p>	<p>SCALE: 1:2000</p>	<p>DESIGNED BY</p>
<p>W/O No's: /</p>	<p>R/O No:</p>	<p>DATE: 2021/03/23</p>	<p>DRAWING NUMBER 1</p>	<p>REV 0</p>



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