

INDEX**NRCAN Lease**

1.	Leased Premises.....	2
2.	Term	2
3.	Option to Extend	2
4.	Pre-Term and Delayed Occupancy	2
5.	Method of Payment	2
6.	Rent	3
7.	Parking	3
8.	Taxes	3
9.	Tax Adjustment	3
10.	Assignment	5
11.	Holding Over	5
12.	Services and Equipment.....	5
13.	Signage and Flag Display	7
14.	Operating Costs Adjustment	7
15.	Default	9
16.	Integrity Provisions	10
17.	Destruction of Building or Leased Premises.....	10
18.	Indemnity	10
19.	Insurance.....	11
20.	Laws	12
21.	Standards of Repair	12
22.	Certificate of Compliance	13
23.	Lessor's elevator service and maintenance contracts.....	13
24.	Lessor's responsibility to administer maintenance contracts.....	13
25.	Date Sensitive Compliance for Building Systems	13
26.	Lessee's Improvements	13
27.	Yielding Up.....	14
28.	Set-Off	14
29.	Environmental Representations and Warranties	14
30.	Encumbrance Holders	15
31.	Notices	15
32.	Asbestos Management	16
33.	Lessor's Legionella Obligations.....	16
34.	Security of Leased Premises, Assets, and Information.....	17
35.	General.....	18
36.	Signatures.....	20
	Schedule "A" - Floor Plans	21
	Schedule "B" - Measurement Instructions.....	23
	Schedule "C" - Standards for Leased Accommodation	24
	Schedule "D" - Certificate of Compliance	37
	Schedule "E" - Cleaning Specifications	38
	Schedule "F"- T&Cs Applicable to the Lessee's Improvements	41
	Appendix 1 - Specimen Sub-agreement for the Lessee's Improvements	47
	Appendix 2 - Specimen Final Certificate of Completion of Lessee's Improvements	51
	Appendix 3 - Specimen Interim Certificate of Completion of Lessee's Improvements	56
	Appendix 4 - Statutory Declaration	56
	Appendix 5 - Claim for Progress Payment.....	58
	Schedule "G" - Direct Deposit Enrolment Form for Lessor	60
	Schedule "H" - Asbestos Management Plan.....	62
	Appendix 1 - Asbestos Management Plan.....	62
	Appendix 2 - Asbestos Inventory Reassessment Report.....	63
	Schedule "I" - Lessor's Legionella Obligations	65

THIS LEASE DOCUMENTATION PACKAGE CONTAINS 65 PAGES
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THIS LEASE made BETWEEN:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND AND LABRADOR, hereinafter called the "Lessor";

AND

HER MAJESTY THE QUEEN in right of Canada as represented by the Minister of Public Works and Government Services, hereinafter called the "Lessee".

WHEREAS the Lessor is the owner, or is otherwise entitled to enter into this Lease, of the building, hereinafter called the "Building", commonly known as Canadian Forestry Services Centre, 20 University Drive, Corner Brook, Newfoundland and Labrador.

AND WHEREAS the parties hereto have agreed to enter into this Lease.

NOW THEREFORE in consideration of the rents, covenants and agreements hereinafter reserved and contained, the parties hereto hereby covenant and agree each with the other as follows:

1. LEASED PREMISES

The Lessor hereby leases to the Lessee:

(a) As Basic Office space:

- I. those portions of floor one (1) of the building, respectively shown heavily outlined on the attached schedule and entitled Floor Plans being respectively 400.50 in rentable area; and,
- II. those portions of floor Two (2) of the Building, respectively shown heavily outlined on the attached Schedule entitled "Floor Plan(s)", being respectively, 431.40 square metres in rentable area; and,
- III. those portions of floor Three (3) of the building, respectively shown heavily outlined on the attached Schedule entitled "Floor Plans", being respectively, 416.60 square meters in rentable area; and,
- IV. those portions of floor Four (4) of the building, respectively shown heavily outlined on the attached Schedule entitled "Floor Plans", being respectively, 415.60 square meters in rentable area.

All such Basic Office Space together having a total of 1664.10 square metres m² in rentable area, measured in accordance with the Schedule entitled "Measurement Instructions" appended hereto, hereinafter collectively called the "Leased Premises".

TOGETHER with the right of ingress and egress for the Lessee's employees, servants and agents, customers and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, common loading and stopping areas in and about the Lands and Building, hereinafter called the "common areas".

2. TERM OF THE LEASE

To hold the Leased Premises for the Term of the Lease, being Ten (10) years commencing on the First day of March 2021 (hereinafter called the "Lease Commencement Date").

3. OPTION TO EXTEND

N/A

4. PRE-TERM AND DELAYED OCCUPANCY N/A**5. METHOD OF PAYMENT**

The Lessee shall pay the Lessor using one of the following methods of payment, as determined by the Lessee at the time of Lease award. The Lessee, in its sole discretion, may change the method of payment during the period of the Term of the Lease and any option to extend thereto.

It is the responsibility of the Lessor to ensure that their financial institution is able to receive payment by direct deposit from the Government of Canada.

- (a) **Payment by Direct Deposit.** The Lessor accepts direct deposit for payment of Rent and other payments made pursuant to this Lease. The Lessor is to provide the financial institution information required to enable such payments. It is the responsibility of the Lessor to ensure that the information and the account number submitted to the Lessee are kept up to date;

6. RENT

- (a) The Lessee shall pay rent (hereinafter called the "Rent") to the Lessor, subject to the provisions of this Lease, in each and every year of the Term of the Lease, the sum of Four Hundred and Sixty-Two Thousand Eight Hundred Ninety and 04/100 dollars (\$ 462,890.04) payable in monthly instalments of Thirty Eight Thousand Five Hundred Seventy Four and 17/100 dollars (\$38,574.17) each, on the last day of each and every month during the Term of the Lease and any option to extend.

7. PARKING

- (a) (i) The Lessor shall at all times during the Term of this Lease and any option to extend provide Twelve (12) parking spaces for motor vehicles, and such other vehicles as the Lessee may at the Lessee's own sole discretion determine and authorize, and the Lessor undertakes to provide safe and convenient access between such parking spaces and the Leased Premises and to meet the requirements outlined in the Schedule entitled "Standards for Leased Accommodation" attached hereto.
- (ii) One (1) of the said parking spaces shall also be accessible by persons with physical or sensory disabilities and shall meet the technical requirements for Real Property Accessibility set forth in the Schedule entitled "Standards for Leased Accommodation" attached hereto.
- (iii) The said parking spaces shall be located in outdoor parking areas and reserved for the exclusive use of the Lessee and the Lessee's servants, agents, employees and invitees, at all times during the Term of this Lease and any option to extend (hereinafter referred to the "continuous basis").
- (b) In this Clause, "parking space rate: means that rate utilized to determine the portion of the annual rent payable only in respect to the provision of any one of the parking spaces referred to in sub-clause (a) hereof. The parking rate shall be \$1200 per annum for each exterior parking space.

8. TAXES

The Lessor shall pay all taxes, rates, duties, assessments and levies whatsoever now or hereafter levied upon the Lands and the Building, or either of them, or any part thereof, or arising out of any use or occupation of the Lands and the Building, payable by the Lessor including, without limiting the generality of the foregoing, all municipal taxes for local improvements and/or works assessed upon the property benefited thereby and all school, business, water piping and sewerage piping installation taxes, rates, duties, assessments and levies.

9. TAX ADJUSTMENT

- (a) In this Clause,
- (i) "TAX base year" means the first full municipal taxation year, within the Term of the Lease and any option to extend of this Lease, in which the taxes levied and assessed against the Lands and the Building are so levied and assessed on the basis that the Building has been assessed to its full value as a fully completed Building for the whole of such year, without rebate or concession;
- (ii) "subsequent TAX year" means any municipal taxation year subsequent to the TAX base year, the whole or part of which is within the Term of this Lease and any option to extend;
- (iii) "TAX", with respect to the TAX base year or to any subsequent TAX year, means an amount equal to that portion of the municipal real property taxes (other than business tax and local improvement taxes or charges) and school taxes, not including any interest for late payment, levied and assessed against the Lands and the Building, as apportioned by the Lessor and the Lessee calculated as follows:

- (aa) the TAX shall be apportioned based on the ratio of the rentable area of the Leased Premises to the total rentable area of the Building which, at the Lease Commencement Date has been calculated to be 47.97 percent (47.97%), based on a total of 3648.70 rentable square metres (3648.70 rentable m²) for the Building, as certified by the Lessor's architect or engineer and as agreed to by the Lessee. For greater certainty, the Lessor and Lessee agree that storage space and parking space shall not be included in the calculation of the aforementioned ratio;
- (bb) the percentage in sub-clause (aa) shall be subject to adjustment according to any change in the rentable area of either the Leased Premises or the Building. The Lessor shall notify the Lessee in writing of any change in the rentable area of the Building; and
- (cc) notwithstanding the above, the Lessee shall have the right to adjust the proportionate share of TAX in order to attribute to the Leased Premises only an equitable proportion of such municipal real property taxes and school taxes, having regard among other things to:
 1. the various uses of the Building;
 2. the cost of original construction of the Building;
 3. the relationship of the location and area of each individual portions of the Building;
 4. the cost and extent of the improvements made in and to the Leased Premises and other individual portions of the Building;
 5. the fair market rental value for each of the Leased Premises and other individual portions of the Building; and
 6. any other principles which may be customary for taxing authorities in the jurisdiction in which the Lands are located to use to determine appropriate assessments if such taxing authorities were to provide separate assessments for the Leased Premises and other individual leased portions of the Building.
- (iv) "excess TAX" means, with respect to any subsequent TAX year, the amount, if any, by which the TAX for such subsequent TAX year exceeds the TAX for the TAX base year; and
- (v) "TAX reduction" means, with respect to any subsequent TAX year, the amount, if any, by which the TAX for the TAX base year exceeds the TAX for such subsequent TAX year.
- (b) (i) The Lessee shall pay to the Lessor, in addition to Rent, an amount equal to the excess TAX, if any, for each subsequent TAX year, subject to and within thirty (30) days following delivery by the Lessor to the Lessee of such reasonable evidence which shall be satisfactory to the Lessee that, as of the date of such delivery, all TAX due and payable has been paid, or if TAX for any subsequent TAX year is paid by the Lessor in instalments, pursuant to any schedule of payment by instalments that is prescribed by a taxing authority, the Lessee shall pay to the Lessor, in addition to Rent, an amount equal to the excess TAX, if any, applicable to each instalment of TAX paid by the Lessor during a subsequent TAX year subject to and within thirty (30) days following delivery by the Lessor to the Lessee of reasonable evidence which shall be satisfactory to the Lessee that the amount of the instalment of TAX due and payable has been paid.
- (ii) The Lessor shall pay to the Lessee an amount equal to the TAX reduction, if any, for each subsequent TAX year, within thirty (30) days next following the end of such subsequent TAX year.
- (iii) Notwithstanding paragraph (i) of this subclause, no amount in respect of excess TAX for a subsequent TAX year, whether TAX is paid by the Lessor annually or in instalments, shall be payable by the Lessee unless the Lessor shall have delivered to the Lessee, not later than ninety (90) days following the end of a subsequent TAX year, evidence reasonably satisfactory to the Lessee that all TAX due and payable has been paid.
- (iv) If part, but not the whole, of the final subsequent TAX year is included within the Term of the Lease and any option to extend, any amount payable for such subsequent TAX year, by the Lessee, pursuant to paragraph (i) of this subclause, or by the Lessor, pursuant to paragraph (ii) of this subclause, shall be reduced proportionately.

- (c) (i) Subject to applicable provincial legislation, the Lessee shall have the right and privilege at its own expense, of contesting or appealing any assessment or of applying for a reduction of the amount of any tax, rate, levy, duty or assessment. The Lessee will provide notice of its intentions to the Lessor and the Lessor agrees to execute any instruments reasonably required by the Lessee, to co-operate fully with the Lessee, and upon receiving any assessment notices relating to the Building, to forthwith send a copy to the Lessee.
- (ii) The Lessor will also have the right and privilege of contesting or appealing any assessment or of applying for a reduction of the amount of any tax, rate, levy, duty or assessment, and, after providing written notice of its intentions to the Lessee, the Lessor may take such action in the Lessor's name, or if required and upon agreeing to indemnify the Lessee in respect of such action and all costs, excepting as provided hereinafter relating thereto, in the name of the Lessee, and the Lessee hereby agrees to join in such proceedings. Notwithstanding the foregoing, where provincial legislation only allows the Lessor to appeal or apply for a reduction, the Lessor shall appeal any assessment or apply for a reduction of the amount of any tax, rate, levy, duty or assessment if requested in writing to do so by the Lessee.
- (iii) Notwithstanding any provision to the contrary, in the event that a reduction of the amount of any tax, rate, levy, duty or assessment (hereinafter called the "Rebate") is given to the Lessor from a taxing authority, if any portion of the Rebate is part of the TAX, with respect to the TAX base year or any subsequent TAX year paid by the Lessee, then the Lessor shall promptly pay to the Lessee a sum equal to the amount of the TAX portion of the Rebate. In default of prompt payment thereof, within sixty (60) days following receipt of the Rebate by the Lessor, the Lessee shall be entitled to deduct the equivalent amount of the Rebate from the Rent or any other amount payable by the Lessee to the Lessor. This right shall survive the expiration or termination of this Lease.
- (iv) In the event that the Lessor is successful with the appeal or contestation, the Lessee shall reimburse its proportionate share of the related reasonable expenses. If the sum of the Lessee's proportionate share of the Rebate is greater than the Lessor's apportioned reasonable expenses, it may deduct that proportionate share of those expenses from the Lessee's share of the Rebate. If the sum of the Lessor's apportioned claim for reasonable expenses is greater than the Lessee's share of the Rebate, the Lessor's apportioned claim shall be limited to the amount of the Lessee's share of the Rebate. If the Lessor was directed by the Lessee to appeal or contest and is unsuccessful, then the Lessee shall reimburse the Lessor for its proportionate share of those reasonable expenses.

10. ASSIGNMENT AND SUBLEASE

- (a) The Lessee may assign this Lease or sublease the Leased Premises in whole or in part with the consent of the Lessor. Such consent shall not be unreasonably withheld.
- (b) The Lessor's consent referred to in subsection (a) above shall not be required for any assignment or sublease by the Lessee to any federal government entity or for any sublease by the Lessee of the parking spaces to any party.

11. HOLDING OVER

If upon the expiration of the Term of the Lease, as the same may have been extended, or upon other termination thereof, the Lessee holds over the Leased Premises without any express agreement as to any option to extend, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be a monthly tenant only at a monthly Rent equal to the instalments of Rent hereby reserved and otherwise on the same terms and conditions set forth in this Lease insofar as the same are applicable to a month to month tenancy.

12. SERVICES AND EQUIPMENT

- (a) The Lessor shall, at all times during the Term of the Lease and any option to extend, at the Lessor's own expense and to the satisfaction of the Lessee provide for and to the Leased Premises, maintain, and as appropriate, install and keep in good repair and operating condition, all in accordance with the Schedules entitled "Standards for Leased Accommodation" and "Cleaning Specifications" attached hereto:
- (i) a constant supply of domestic hot and cold water to all washbasins, sinks and showers;

- (ii) potable drinking water by means of either a refrigerated drinking fountain or a refrigerated potable water dispensing unit, on each and every floor of the Leased Premises;
 - (iii) all heat, ventilation, air conditioning, air circulation and humidity control required in and for the Leased Premises;
 - (iv) lighting and all electrical power required on the Leased Premises except as herein specifically otherwise provided, and, as lamps, bulbs, ballasts and fuses wear out, replacement thereof;
 - (v) a fire alarm system for use in emergency situations;
 - (vi) an auxiliary supply of electricity and power for emergency services and systems throughout the Building, whenever a failure in the normal supply of electricity and power occurs;
 - (vii) a constant supply of all dispensary items and deodorant blocks and all maintenance and repairs from time to time required to keep lavatory and toilet room equipment and accessories in good operating condition;
 - (viii) removal of ice and snow from all outside parking areas and the roadways, walks, steps and fire escapes leading to and from the Building, all such parking spaces, roadways, walks, steps and fire escapes to be kept reasonably free and clear of snow and ice;
 - (ix) all maintenance and repairs required to keep the common areas at all times clean, tidy, free and clear of any refuse, garbage, waste products and, obstructing materials whatsoever, and in good condition and repair;
 - (x) removal of garbage and, where available recyclable materials, from the Leased Premises whenever and so often as may be necessary and, in any event, not less often than once daily, to keep the Leased Premises at all times neat, tidy and free and clear of any refuse, garbage, waste products and obstructing materials whatsoever;
 - (xi) all labour and materials for the cleaning of the Leased Premises, the Lessee's Improvements and the furnishings therein, the windows of the Leased Premises and the common areas and the Lessor shall, at all times during the Term of the Lease and any option to extend, clean the said Leased Premises, Lessee's Improvements and furnishings, windows and common areas and keep the same clean and free of dust and dirt and maintain the grounds forming part of the Lands in the manner and not less often than as specified in the Schedule entitled "Cleaning Specifications", attached hereto;
 - (xii) all elevator service required with one or more elevators in operation and available for use throughout each and every hour of each and every day of the Term of the Lease and any option to extend and the remainder of which shall be in operation daily throughout the period from 06:30 to 18:30 hours in each and every day, except Saturdays, Sundays and holidays observed by the Lessee and on which the Leased Premises are closed to the public, including the Lessee;
 - (xiii) window and floor coverings and replacement thereof whenever required by reason of wear and tear;
 - (xiv) safe and convenient access for persons with disabilities to and from the Lands, the Building and the Leased Premises and the facilities for the use of persons with disabilities situated in and out of the Leased Premises;
 - (xv) if so requested by the Lessee, a mutually acceptable location for bicycle racks, provided by the Lessee and in the care of the Lessor, having a capacity of at least five (5) bicycles; and
 - (xvi) provide all labour and equipment necessary for the collection, storage and removal of recyclable material in order to comply with the Multi-material and Paper recycling program of the Lessee, to the extent that a recycling infrastructure is operational in the community in which the Building is located, with the understanding that the Lessor will make available to the Lessee any records the Lessor has at his disposal on the total weight of recycled material removed from the Building.
- (b) (i) the Lessee may, as determined by the Lessee and at the Lessee's sole discretion, make application to a utility company for the supply of electrical power required for the

operation of special equipment, installed and used on the Leased Premises, subject only to the Lessee paying the cost of such installations and supply, and,

- (ii) the Lessor shall permit the installation of meters and other facilities required for the purposes provided in paragraph (i) of this subclause, and the entry, from time to time, on the Leased Premises, of all persons engaged in the making of such installation and the taking of reading from, and maintaining and making repairs to, such meters and other facilities.
- (c) The Lessee's normal hours of operation are at all times throughout the period from 0700 to 1800 hours in each and every day (except Saturdays, Sundays and holidays observed by the Lessee and on which the Premises are closed to the public generally). Services indicated in paragraph (iii) and (iv) of sub-clause (a) above shall be provided, to the LAN room on a twenty-four (24) hour per day seven (7) day per week basis without additional charge.
- (d) Should the Lessee require the services indicated in paragraph (iii) and (iv) of sub-clause (a) above, beyond the normal hours indicated in sub-clause (c) above, the hourly charge shall be \$45.

13. **SIGNAGE AND FLAG DISPLAY**

- (a) The name of the Building and its street address shall be clearly and appropriately displayed on the exterior of the Building.
- (b) The Lessor shall provide a directory board in the main floor lobby and in the elevator lobby of each floor of the Leased Premises, as applicable, including identification of the occupants of the Leased Premises as provided by the Lessee.
- (c) All worded signs and directory boards in and about the Leased Premises and common areas of the Building shall be in both official languages.
- (d) The Lessee may erect signs on the Leased Premises and Lands as necessary for the proper conduct of its business, including but not limited to: exterior free-standing or surface-mounted signs; interior identification signs including signs providing direction to the Leased Premises; and when the Lessee is the sole occupant of a floor or of the Building, the Lessee may install a federal identifier "Canada" wordmark sign at a mutually acceptable location in the elevator lobby or in the main floor lobby, as applicable.
- (e) The Lessor shall provide a prominent location, visible to the public and acceptable to the Lessee, at the exterior of the Building and in the main floor lobby of the Building or adjacent to floor directory board(s) for the display of the National Flag of Canada which shall be supplied and installed by the Lessee. The Lessee shall have the right to install lighting as part of the exterior flag display.

14. **OPERATING AND UTILITIES COSTS ADJUSTMENTS**

- (a) the "Basic Unit Operating Rate" is One Hundred and Thirty and 69/100 dollars (\$130.69) per rentable square metre of office, laboratory and storage space;
 - (i) "Operating costs" with respect to the basic unit operating rate means the amounts estimated by the Lessor only, by reason of and in respect to the following:
 - (aa) cleaning of the interior of the Building and windows as such may be described in the Schedule entitled "Cleaning Specifications" attached hereto (including related wages, cleaning supplies and cleaning contracts);
 - (bb) maintenance of the grounds forming part of the Lands as such may be described in the Schedule entitled "Cleaning Specifications" attached hereto (including related labour and payments to contractors);
 - (cc) material and labour related to the collection and disposal of garbage, waste and recyclable material from the Building;
 - (dd) light fixtures maintenance and fluorescent tubes, light bulbs and ballast replacement, excluding replacement of ballasts that have been affected by the presence of PCBs and or the replacement of ballasts resulting from a major lighting retrofit, in such instance(s) the cost of such replacements shall be at the

Lessor's sole expense and shall not be included in the calculation of Operating Costs;

- (ee) security and policing of the Building, excluding the cost of any capital installations and/or improvements relating to security and policing of the Building, that under generally accepted accounting principles are properly classified as capital expenditures;
 - (ff) operation, maintenance and repairs in respect of any elevators, escalators, life safety systems and motorized equipment within the Building, excluding the cost of the following: any capital improvements to the elevators, escalators, life safety systems, motorized equipment and other items that under generally accepted accounting principles are properly classified as capital expenditures, any major replacements of parts which materially extend the life of the elevators, escalators, life safety systems, motorized equipment, mechanical and electrical services, costs for any repair and/or replacement to the structure and costs of correcting defects in the construction of the Building or in the building equipment;
 - (gg) insurance which the Lessor is obliged by the Lessee to obtain for the Building; and
 - (hh) reasonable salary and benefits, consistent with the salary and benefits normally paid in the trade for similar duties, of the "on-site" manager where his/her entire duties relate to the management of the Building (or a portion thereof based on the time devoted exclusively to his/her duties related to the management of the Building), plus the cost of other "on-site" support personnel working only and exclusively on the business of managing the Building, excluding officers, secretarial, clerical, accounting and leasing staff of the Lessor and /or Lessor's representative.
- (ii) an administrative charge equal to two percent (2%) of the above Operating Costs.

such services and the costs thereof being reasonable and equitably attributable to the Office Space forming part of the Leased Premises and which are not otherwise recoverable from the Lessee, other lessees or occupants of the Building.

- (b) the "Basic Unit Utilities Rate" is Twenty three and 98/100 Dollars (\$23.98) per rentable square metre of office, Laboratory, and storage space;
 - (i) "Utilities Costs" with respect to the Basic Unit Utilities Rate means the amounts estimated by the Lessor only, by reason of, and in respect to, the provision of the services listed hereunder:
 - (aa) sewer services and water (other than for installation thereof);
 - (bb) fuel for heating and hot water;
 - (cc) electricity;
 - (dd) an administrative charge equal to two percent (2%) of the above Utilities Costs;

such services and the costs thereof being reasonable and equitably attributable to the Basic Office Space forming part of the Leased Premises and which are not otherwise recoverable from the Lessee, other lessees or occupants of the Building;

- (c) The "Total Operating Costs" means that portion of the annual rent hereby reserved arrived at by multiplying the Basic Unit Operating Rate with the total rentable square metres of Basic Office, laboratory, and Storage Space of the Leased Premises;
- (d) The "Total Utilities Costs" means that portion of the annual rent hereby reserved arrived at by multiplying the Basic Unit Utilities Rate with the total rentable square metres of Basic Office, Laboratory, and Storage Space of the Leased Premises;
- (e) "Subsequent Year" means any period of twelve (12) consecutive months, commencing on an anniversary of the date of commencement of the Lease;
- (f) the "Basic Annual Rent" means the total of all amounts payable hereunder **less** the Total Operating Costs and Total Utilities Costs;

- (g) the "Basic Index for Operating Costs" means the All Items Consumer Price Index for the Province of Newfoundland and Labrador published by Statistics Canada (No. 62-001-X) for the month of December 2020;
- (h) the "Basic Index for Utilities Costs" means the Water, Fuel and Electricity Index for the Province of Newfoundland and Labrador as set out in the Consumer Price Index and selected sub-groups, by Urban Centre, published by Statistics Canada (No. 62-001-X) for the month of December, 2020;
- (i) the "New Operating Costs Index" means the index for the third month prior to the commencement of the applicable Subsequent Year, from the publication described in the preceding subclause (g) hereof;
- (j) the "New Utilities Costs Index" means the index for the third month prior to the commencement of the applicable Subsequent Year, from the publication described in the preceding subclause (h) hereof;
- (k) the "Operating Costs Factor" means the result obtained by dividing any New Operating Costs Index by the Basic Index for Operating Costs and rounding off such result to 5 decimal points;
- (l) the "Utilities Costs Factor" means the result obtained by dividing any New Utilities Costs Index by the Basic Index for Utilities Costs and rounding off such result to 5 decimal points; and
- (m) for each Subsequent Year during the Term of the Lease and any option to extend, the total annual Rent payable hereunder shall be adjusted by applying the Operating Costs Factor to the Total Operating Costs and the Utilities Costs Factor to the Total Utilities Costs by using the established formula:

Basic Annual Rent + (Total Operating Costs x Operating Costs Factor) + (Total Utilities Costs x Utilities Costs Factor) and the monthly instalments of rent hereinbefore provided to be paid shall be adjusted accordingly.

15. DEFAULT

- (a) (i) if the Lessee shall make any default in payment of Rent hereby reserved or in the performance of any other of the Lessee's covenants under this lease and such default continues for one calendar month, the Lessor may give to the Lessee a notice in writing requiring the Lessee to remedy such default within a period of thirty (30) days from and after the date of service of such notice; and
- (ii) if the Lessee shall fail to remedy such default within such period of thirty (30) days or longer period as may be reasonably necessary in view of the nature of the default, the Lessor may, in addition to its other rights at law, enter upon and take possession of the Leased Premises or any part thereof in the name of the whole and repossess and enjoy same as of its former estate, and the Term of the Lease and any option to extend hereby granted shall thereupon cease and terminate.
- (b) (i) the Lessor covenants and agrees that as and when they become due, the Lessor will make all payments on account of any mortgages, liens, taxes, charges and other encumbrances upon the Lands and Building, and will protect and indemnify the Lessee against all loss or damage which the Lessee may sustain by reason of any action which might be taken under or in respect of any mortgages, liens, taxes, charges and other encumbrances;
- (ii) if the Lessor makes any default in the payment of any amount due or interest under any mortgage or encumbrance or in respect to taxes, or is in default in respect of any covenants and obligations under any mortgage, lien, charges or other encumbrance affecting the Lands and Building, the Lessee may, but shall not be obliged to make such payment, or to remedy any such default; and
- (iii) the Lessee shall be entitled to deduct from the Rent or any other amounts payable under this lease by the Lessee to the Lessor any such payments and all costs and expenses incurred by the Lessee in remedying any such default.
- (c) In the event that the Lessee shall deliver to the Lessor written notice of default in the performance of any of the Lessor's covenants under this Lease, and the Lessor shall fail to remedy, or commence to remedy such default within a period of time determined to be reasonable by the Lessee as the circumstances warrant, then and in any and every such event, the Lessee may, without further notice to the Lessor, take such steps as may, in the

sole judgement of the Lessee, be necessary to remedy such default and, without limiting any of the Lessee's remedies at law or in equity, all costs and expenses incurred by the Lessee in remedying any such default of the Lessor shall be charged to and paid by the Lessor and, if the Lessor fails to pay such costs and expenses on demand, the Lessee shall be entitled to deduct same from the Rent or any other amounts payable under this Lease by the Lessee to the Lessor.

16. INTEGRITY PROVISIONS

(a) Competitive

The Ineligibility and Suspension Policy (the "Policy") and all Directives incorporated by reference into the Invitation to Offer on its closing date are incorporated by reference into, and form a binding part of, the Lease. The Lessor must comply with the provisions of the Policy and Directives, which are available on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.

17. DESTRUCTION OF BUILDING OR LEASED PREMISES

- (a) If, during the Term of the Lease and any option to extend, the Building or the Leased Premises or any part thereof shall be damaged or destroyed by fire or by any other cause whatsoever and where the Lessee, acting reasonably and based on the advice of its engineers and architects, is of the opinion that the Leased Premises is rendered wholly or partially unfit for occupancy, the following provisions will have effect:
- (i) where the Lessee is of the opinion that the Leased Premises is incapable of being repaired within a period of time acceptable to the Lessee, then the Term of the Lease and any option to extend shall cease and be at an end and the Lessee shall surrender and yield up possession of the Leased Premises effective on and from the date of such destruction or damage;
 - (ii) where the Lessee is of the opinion that the Leased Premises is capable of being repaired within a period of time acceptable to the Lessee and, within fifteen (15) days from the happening of such destruction or damage, written notice (hereinafter called the "Lessee's notice") is given by the Lessee to the Lessor specifying such time acceptable to the Lessee within which such destruction or damage will be repaired then, in any such event, but subject, nevertheless, to the provisions of paragraph (v) of this sub-clause, the Lessor shall forthwith commence and thereafter diligently complete the repair of such destruction or damage;
 - (iii) where the Lessee is of the opinion that the whole of the Leased Premises is rendered unfit for occupancy, the Rent hereby reserved shall not run for the period commencing on the date of the happening of such destruction or damage and ending on the date of completion of all repairs, as aforesaid;
 - (iv) where the Lessee is of the opinion that only a portion of the Leased Premises is rendered unfit for occupancy and the Leased Premises are capable of being partially occupied, the Rent hereby reserved shall abate by a proportionate amount of the annual Rent, in the same ratio as the portion of the Leased Premises rendered unfit for occupancy bears to the whole, calculated on a daily basis, based on a 365 day year, and such proportionate amount shall be adjusted to take into consideration, among other things, the type of space rendered unfit for occupancy, the degree to which the Leased Premises capable of being partially occupied can be effectively used and the degree to which the provisions of the Lease can be observed and performed, for each and every day of the period commencing on the date of such destruction or damage and ending on the date of completion of all repairs, as aforesaid; and
 - (v) where the Leased Premises is rendered wholly unfit for occupancy and, within ten (10) days next following the giving of the Lessee's Notice, referred to in paragraph (ii) herein, the Lessor gives written notice to the Lessee that by reason of matters specified in such notice over which the Lessor has no control and that are not caused by the fault of the Lessor, such damage or destruction cannot with reasonable diligence be repaired within the period of time specified in the Lessee's notice, then and in any such event the provisions of paragraph (i) herein shall apply.

18. INDEMNITY

- (a) The Lessor shall indemnify and save harmless the Lessee from and against all claims, actions, causes of action, loss, damage, expense and costs, whatsoever, made by any person, arising out of or resulting directly or indirectly, and whether by reason of negligence or otherwise, from:
- (i) the performance by the Lessor of any of its covenants hereunder;
 - (ii) any default of the Lessor in the performance of its covenants hereunder; and
 - (iii) the remedying of such default by the Lessor, by the Lessee or by any other person.

19. **INSURANCE**

- (a) During the construction of the Building, or during any alterations, repairs, improvements, and/or renovations in or to the Building during the Term of the Lease and any option to extend, the Lessor shall at its expense secure and maintain in force insurance coverage on and with respect to the Building which shall include the following:
- (i) Builder's All Risk Insurance for the full replacement cost of the Building;
 - (ii) Business Interruption Insurance following a physical damage incident;
 - (iii) Wrap-up Liability Insurance, with limits of not less than Five Million Dollars (\$5,000,000);
 - (iv) Errors and Omissions Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000);
 - (v) Boiler and Machinery Insurance on a comprehensive basis;
 - (vi) Contractor's Equipment Insurance;
 - (vii) Workers Compensation Insurance as may be required by law; and
 - (viii) Such other insurance coverage which is or may become customary or reasonable for owners of buildings similar to the Building to carry in respect of loss of, or damage to, the Building or liability arising therefrom during the course of construction.
- (b) During the Term of the Lease and any option to extend, the Lessor shall at its expense, secure and maintain in force insurance coverage on and with respect to the Building, which coverage shall include the following:
- (i) "All Risks Insurance" for the full replacement cost value of the Building (including Earthquake, Flood and Sewer back-up endorsements) excluding Leasehold Improvements;
 - (ii) Loss of Rental Income Insurance coverage on the rental income derived by the Lessor from the Building with a period of indemnity of not less than the period which would be required to rebuild and, if necessary, to re-tenant the Building in the event of the complete destruction thereof;
 - (iii) Boiler and Machinery Insurance on a comprehensive basis;
 - (iv) Commercial General Liability Insurance with limits which a prudent Lessor of a similar building would maintain, but in any case with a limit of liability of not less than Five Million Dollars (\$5,000,000.00) per accident or occurrence in or for the Building and the Lands related or adjacent thereto, written on IBC Form 2100 or its equivalent, including but not limited to bodily injury and personal injury liability property damage, products liability, completed operations liability, owners and contractors protective liability, blanket contractual liability, premises liability, broad form property damage, employers liability, including coverage for injury, loss or damage due to pollution arising from "hostile fires". The Commercial General Liability Insurance shall include Her Majesty the Queen in right of Canada, as an Additional Insured; and
 - (v) such other insurance coverage which is or may become customary or reasonable for owners of buildings similar to the Building to carry in respect of loss of, or damage to, the Building or liability arising therefrom.
- (c) (i) the insurance referred to in Clause 19 shall be carried in the amounts as stipulated therein; and otherwise as determined reasonably by the Lessor, subject to reasonable deductibles, as would a prudent owner of a commercial property similar to the Building;
- (ii) the policies of insurance shall contain a waiver of the insurer's right of subrogation as against the Lessee except for losses caused by the wilful negligence of the Lessee. The Lessor hereby waives its right of recovery against the Lessee, its employees and

those for whom the Lessee is in law responsible with respect to occurrences required to be insured against by the Lessor pursuant to Clause 19;

- (iii) if such insurance is not obtainable by the Lessor for any reason, the Lessee shall have the right (but not the obligation) to attempt to obtain such insurance on behalf of and in the name of the Lessor and at the Lessor's sole responsibility. Such responsibility may be discharged, at the Lessee's sole discretion, by deduction from the rent or another amount payable under the Lease by the Lessee to the Lessor;
 - (iv) the Lessor shall provide to the Lessee, within a maximum period of thirty (30) days, a certificate of insurance evidencing the insurance coverage to be maintained by the Lessor. That certificate of insurance must also indicate the Lease number and the address of the Leased premises. The delivery to the Lessee of a certificate of insurance or any review thereof by or on behalf of the Lessee shall not limit the obligation of the Lessor to provide and maintain insurance as required herein;
 - (v) the insurance policies referred to herein shall not be cancelled, removed, reduced, materially changed or altered without at least thirty (30) days' prior written notice given to the Lessee;
 - (vi) all policies of insurance shall be secured with an insurance company licensed to sell commercial insurance under the laws of the Province or Territory of Canada, with such insurers having an "A" rating or better by A.M. Best or an equivalent rating agency; and
 - (vii) the Lessor acknowledges and agrees that, if it fails to obtain and maintain in force any of the insurance required to be obtained by the Lessor, then the Lessor shall indemnify the Lessee in respect of any losses as a consequence of such failure.
- (d) In the event parking spaces are provided:
- (i) the Lessor's Commercial General Liability Insurance Policy shall include a Non-Owned Automobile Liability endorsement;
 - (ii) and if the Lessor, or its employees, agents, representatives or contractors either own an indoor garage or they drive, operate or move automobiles belonging to persons utilizing the parking spaces or the area in which the parking spaces are located, the Lessor shall secure and maintain a standard garage automobile policy written in the name of the Lessor on the form known as the "Standard Garage Automobile Policy (S.P.F. No. 4)" with the following minimum limits:
 - (aa) Third Party Liability: Not less than Five Million Dollars (\$5,000,000) in respect of any one accident or incident;
 - (bb) Collision or upset: Not less than One Hundred Thousand Dollars (\$100,000) in respect of any one accident or incident; and
 - (cc) Specified Perils: Not less than Fifty Thousand Dollars (\$50,000).

20. LAWS

The Lessor shall, at its cost, fully comply with and fulfil the provisions and requirements of all applicable Statutes, Regulations, By-laws, Rules, Orders and Instructions relating to the Lands, the Building and the Leased Premises.

21. STANDARDS OF REPAIR

- (a) The Lessor covenants as follows:
 - (i) to render the Leased Premises in a good and tenantable state of repair, ready for use and occupancy at the Lease Commencement Date;
 - (ii) at all times during the Term of the Lease and any option to extend, to maintain the Leased Premises in a good and tenantable state of repair; and
 - (iii) in accordance with written notice received from the Lessee, to promptly make good any defect and want of repair.
- (b) The Lessor covenants that all provisions set forth in the Schedule entitled "Standards for Leased Accommodation", attached hereto, have been fully complied with and shall continue to be fully complied with throughout the Term of the Lease and any option to extend.
- (c) Subject to the Lessee's normal security requirements and reasonable prior notice, the Lessee shall permit the Lessor or the Lessor's authorized agent at all reasonable times to enter for

the purposes of examining the state of repair of the Leased Premises and making repairs thereto.

- (d) The Lessor shall provide the Lessee's representative with a complete and current list of names, telephone numbers and addresses of the Lessor's employees, servants and agents who may be contacted at any time in the event of emergency or failure of any service to be provided by the Lessor, as herein specified, for the purpose of making repairs as may be required or to restore such service.
- (e) In the event that requests for services are received from the Lessee's National Service Call Centre (NSCC) the Lessor shall, immediately upon completion of the work, report back to the NSCC at 1-800-463-1850 describing the action taken to correct the problem.

22. CERTIFICATE OF COMPLIANCE

- (a) As it is more fully described in the Schedule entitled "Certificate of Compliance" hereto, the Lessor shall, at its own expense, remit to the Lessee, no later than at the Lease Commencement Date, a Certificate of Compliance certifying that:
 - (i) all the specified work at the Building, under the requirements and standards set forth in the Lease, including those set forth in the Schedule entitled "Standards for Leased Accommodation", carried out at the Lessor's expense, has been fully completed; and
 - (ii) the Building complies with said requirements and standards set forth in this Lease including those set forth in the Schedule entitled "Standards for Leased Accommodation". At the Lease Commencement Date and throughout the Term of the Lease and any option to extend, the Lessor acknowledges that if its Building does not comply, in the Lessee's opinion, with any or all of the requirements and standards set forth in the Lease and, without limitation, those set forth in the Schedule entitled "Standards for Leased Accommodation", the Lessee may, without prejudice to any other of the Lessee's rights, retain from each monthly rental payment an amount up to 30% of said Rent until the non-compliance has been corrected by the Lessor and to the Lessee's satisfaction, at which time the amount(s) retained will be remitted to the Lessor.

23. LESSOR'S ELEVATOR SERVICE AND MAINTENANCE CONTRACTS

The Lessor shall:

- (a) At all times during the Term of the Lease and any option to extend, keep and maintain full and complete records for all the elevator service and maintenance contracts for the Building, together with proper records of all tender calls, quotations, contracts, logbooks (including without limitation, the logbooks which provide details of call and inspection frequencies), correspondence, invoices, receipts and vouchers relating thereto;
- (b) At all reasonable times during the Term of the Lease and any option to extend, and from time to time, make all such records available to the Lessee, or to persons acting on the Lessee's behalf, for inspection and audit and for the purpose of making copies thereof and taking extracts therefrom and shall furnish to such persons any and all information which they may require from time to time in connection therewith; and
- (c) It is understood that this provision must not be interpreted as an obligation from the Lessee to review nor comment on these records. The absence of comments or, on the contrary, any review or comment by the Lessee regarding these records shall not constitute approval by the Lessee, and the Lessor shall be fully liable for these records.

24. LESSOR'S RESPONSIBILITY TO ADMINISTER MAINTENANCE CONTRACTS

The Lessor, upon written direction from the Lessee, shall perform, or cause to be performed, all maintenance in accordance with the manufacturers recommended maintenance program which is required to maintain the Lessee's Improvements and equipment installed at or on the Leased Premises prior to or during the Term of this Lease and any option to extend. The cost of such maintenance shall be at the sole expense of the Lessee and shall include an administrative fee payable to the Lessor equal to two percent (2%) of the cost of the maintenance before taxes.

25. DATE SENSITIVE COMPLIANCE FOR BUILDING SYSTEMS

The Lessor shall ensure that all building systems are date sensitive compliant including, but not limited to, vertical transportation, environmental controls (HVAC), safety systems, security systems and all other systems in or for the Building as applicable under the Lease. Date sensitive compliant

shall mean that neither performance nor functionality of the systems is affected by a change of date and hour.

26. LESSEE'S IMPROVEMENTS

- (a) (i) Subject to the provision of sub-clause (a)(ii) hereof, the Lessee shall be entitled, at any time prior to or during the Term of the Lease and any option to extend, to make, or to have made;
- (aa) by the Lessor, pursuant to sub-clause (b) hereof, and/or
- (bb) by any independent contractor, pursuant to any agreement which may be entered into by and between the Lessee and such contractor,
- such improvements in and to the Leased Premises, the appurtenances thereof and facilities therein, as will in the judgement of the Lessee better adapt the Leased Premises to the uses of the Lessee, and if any such improvements are to be made by any independent contractor, the Lessor shall, for such purpose, permit such contractor, the contractor's subcontractors and their respective employees, servants and agents to enter the Lands, the Building and the Leased Premises.
- (ii) No changes, alterations, additions or improvements to any of the heating, air conditioning, electrical and plumbing systems, roof and bearing walls of the Building shall be made without the prior written consent of the Lessor. Such consent shall not be unreasonably withheld.
- (b) (i) If the Lessee elects to have the Lessor carry out Lessee's Improvements to the Leased Premises, the Lessor hereby covenants, in the manner provided in and as set forth in the attached Schedule entitled "Terms and Conditions Applicable to the Lessee's Improvements" forming part of this Lease, to undertake and complete the Lessee's Improvements in any part of the Leased Premises as may be required by the Lessee prior to and during the Term of the Lease and any option to extend and for such purpose to enter into one or more "Sub-agreement(s) for Lessee's Improvements" with the Lessee.
- (ii) Pursuant to sub-clause (b)(i) hereof, the Sub-agreement(s) for Lessee's Improvements shall be prepared by the Lessee at the Lessee's expense and shall be executed by the Lessor and the Lessee.
- (c) It is the Lessee's responsibility to maintain its Lessee's Improvements in a good state of repair.

27. YIELDING UP

- (a) Upon expiration of the Term of the Lease, as the same may have been extended, or upon other termination thereof, the Lessee may elect to remove any or all changes, alterations, additions and improvements incorporated into and made part of the Leased Premises, whether made by the Lessee or made on the Lessee's behalf, or may elect to leave any or all of the said changes, alterations, additions and improvements (including cabling). In the event that any property belonging to the Lessor is damaged as a result of the Lessee's removal of any or all of the changes, alterations, additions and improvements (including cabling), the Lessee shall either pay to the Lessor such compensation in respect thereto that represents the reasonable cost of repairing such damage, or shall repair the same.
- (b) Upon the expiration of the Term of the Lease, as the same may have been extended, or upon other termination thereof, the Lessee shall remove any or all chattels installed by the Lessee or on the Lessee's behalf at the Leased Premises including, without limiting the generality of the foregoing, all furniture, equipment, drapes and drape mountings, rugs and decorative items which are hereby deemed to be the Lessee's property and, in the event that any property belonging to the Lessor is damaged as a result of the Lessee's removal of the chattels, the Lessee shall either pay to the Lessor compensation in respect thereto that represents the reasonable cost of repairing the damaged property, or shall repair the same.
- (c) The Lessee shall yield up the Leased Premises at the expiration of the Term of the Lease, as the same may have been extended, or upon other termination thereof, together with such improvements, as the Lessee has elected to leave, in good repair, reasonable wear and tear, damage from fire, storm, tempest and other casualty, removal of alterations excepted, and, subject only to the provisions of subclause (a) and (b) above, the Lessee shall not be liable for any costs, direct or indirect, arising out of, or connected to the restoration or repair of the Leased Premises.

28. SET-OFF

Without restricting any right of set-off given or implied by law, the Lessee may set-off against the Rent, or against any other sum payable hereunder by the Lessee to the Lessor, any amount payable by the Lessor to the Lessee hereunder or under any other Lease or contract, and without restricting the generality of the foregoing, the Lessee may, when making payment of the Rent or of any other sum, withhold any amount which is then payable to the Lessee by the Lessor hereunder or which, by virtue of the right of set-off, may be withheld by the Lessee.

29. ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES

(a) The Lessor represents and warrants to the Lessee as follows:

- (i) The Building, the Leased Premises and the Lands on which the Leased Premises is located and their existing and prior uses comply and have at all times complied with, and the Lessor is not in violation of and has not violated, in relation to its ownership, use, maintenance or operation and uses related thereto, any applicable federal, provincial, municipal or local laws, regulations, orders or approvals of all governmental authorities relating to environmental matters;
- (ii) There are no orders or directions relating to environmental matters related to the Building, the Leased Premises and the Lands on which the Leased Premises is located;
- (iii) To the knowledge of the Lessor, no hazardous or toxic materials, substances, pollutants, contaminants or wastes have been discharged into the environment, or deposited, discharged, placed or disposed of at, on or near the Building, the Leased Premises and the Lands on which the Leased Premises is located; and
- (iv) The Lessor shall indemnify and save harmless the Lessee, the Lessee's employees, servants, agents and contractors, and all those for whom the Lessee may in law be responsible, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whosoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the breach of any representation and warranty contained herein.

30. ENCUMBRANCE HOLDERS

The Lessor hereby agrees to acquire from each and every encumbrance holder registered on title in priority to the Lessee's interest, a nondisturbance agreement in favour of the Lessee's Lease interest as follows:

- (a) consent to the granting of this Lease upon the terms and conditions herein set forth,
- (b) confirm that the Mortgage has not been amended and that there has been no default by the Lessor, as mortgagor under the Mortgage, of any of the covenants and agreements of the mortgagor contained in the Mortgage, and the Mortgagee waives any such default arising prior to the date hereof, and
- (c) agree that in the event of any default by the Lessor as mortgagor under the Mortgage, and the enforcement by the Mortgagee of its rights, or any of them under the Mortgage by reason of such default, the Mortgagee shall recognise this Lease and not disturb the Lessee and the Lessee's rights under this Lease, provided, only, that if, by reason of any such enforcement by the Mortgagee of such rights under the Mortgage, the Mortgagee becomes lawfully entitled to have the Lessee attorn to the Mortgagee, as Lessor, by operation of law, and gives written notice thereof to the Lessee, the Lessee shall so attorn to the Mortgagee.

31. NOTICES

(a) Any notice, demand, request, consent or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by registered mail postage prepaid and shall be addressed to:

- (i) in the case of the Lessor, to:

Vice President
Grenfell Campus
Memorial University of Newfoundland

Corner Brook, NL
A2H 6P9

- (ii) in the case of the Lessee, to:

Public Works and Government Services Canada
1713 Bedford Row
PO Box 2247
Halifax, NS B3J 3C9

Attention: Regional Director General

Any notice, demand, request consent or other instrument shall be deemed to have been given on the day upon which it is delivered in person, or, if mailed, then seventy two (72) hours following the date of mailing, as the case may be. Either party may give written notice of any change of address in the manner specified above, and thereafter the new address shall be deemed to be the address of that party for the giving of notices. If the postal service is interrupted or is substantially delayed, any notice, demand, request, consent or other instrument shall be delivered in person. All notices are to include the Lease Number and the address of the Leased Premises.

32. **ASBESTOS MANAGEMENT**

- (a) The Building must be free of non-encapsulated friable asbestos-containing material.
- (b) The Lessor shall not use any asbestos-containing material in any of the Lessee's renovations, improvements or alterations to the Leased Premises.
- (c) If any asbestos-containing material is present in the Building:
- (i) the Lessor shall provide to the Lessee an Asbestos Management Plan (AMP) as per Schedule H – Appendix 1 at least thirty (30) days prior to the Lease Commencement Date or date of entry of the Lessee or the Lessee's representatives, whichever is earlier;
 - (ii) the Lessor shall continue to, throughout the Term and any option to extend:
 - (aa) monitor such asbestos-containing material and keep a record of any changes in accordance with Standards for Leased Accommodations;
 - (bb) provide to the Lessee, at 12-month intervals, an Asbestos Inventory Reassessment Report as per Schedule H – Appendix 2;
 - (cc) review and update the AMP as required, but no less than at 5 year intervals.
 - (iii) prior to the Lessor commencing any projects where asbestos-containing material is involved (e.g. potentially damaged, modified, removed), the Lessor shall provide the Lessee a notice of at least fifteen (15) business days, except for emergencies. As required by the above event, the AMP shall be reviewed and updated;
 - (iv) In the event that any asbestos-containing material present in the Building becomes, in any way, damaged (e.g. non-friable that becomes friable, reduced to dust, exposed, cracked), the Lessor shall advise the Lessee immediately by calling the National Service Call Center at 1-800-463-1850 and provide details concerning the immediate actions that have been and/or will be taken. The Lessor shall also, at its own expense, take immediate steps to repair, encapsulate, or, if required, remove such asbestos-containing material in accordance with Standards for Leased Accommodations. As required by the above event, the AMP shall be reviewed and updated.
- (d) If the Building is free of any asbestos-containing material, the Lessor shall provide to the Lessee a professional certification to this effect at least thirty (30) days prior to the Lease Commencement Date or date of entry of the Lessee or the Lessee's representatives, whichever is earlier.

33. **LESSOR'S LEGIONELLA OBLIGATIONS**

- (a) The Lessor shall perform *Legionella* bacteria culture tests on all cooling towers in operation. Testing shall be performed 24-48 hours following completion of the annual spring start up and monthly thereafter for all operating cooling towers. For towers that operate all year round, testing shall be performed monthly.
- (b) Culture testing and laboratory reports shall be completed by an accredited laboratory in accordance with ISO 11731 *Water quality -- Enumeration of Legionella*. Culture testing results shall include Total *Legionella* Pneumophila (LP_{TOT}).

- (c) The culture test sample must be taken at a point in the system that is representative of the water that will be dispersed by aerosol effect from the cooling tower. The sample point must be out of the direct influence of the make-up water and the addition of water treatment products. Sample point location is to be recorded in the laboratory test results report.
- (d) The laboratory test results report must indicate at a minimum:
- (i) the address where the cooling tower is located,
 - (ii) sample point location,
 - (iii) the name and contact information of the owner of the facility with the cooling tower,
 - (iv) the date of sampling,
 - (v) the date of the testing result,
 - (vi) the course of action recommendations with accompanying signature and stamp from the certifying professional(s).
- (e) If the test results indicate LP_{TOT} greater than 1000 colony forming units per millilitre (cfu/ml), the Lessor shall:
- (i) Inform the Lessee immediately by calling the National Service Call Center at 1-800-463-1850 and provide details concerning the immediate actions that have been and/or will be taken.
 - (ii) Immediately perform necessary corrective measures to ensure the continued health and safety of the occupants and the surrounding population. The Lessor shall provide the Lessee with a copy of the recommended course of action from the certified testing laboratory and other certified engineering and/or industrial hygienist professionals that are retained by the Lessor. The corrective measures should be based on the test results as well as operation and maintenance engineering best practices from the:
 - (aa) American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE); Guideline 12 Minimizing the Risk of Legionellosis Associated with Building Water Systems,
 - (bb) ASHRAE Standard 188 – 2015 Legionellosis, Risk Management for Building Water Systems,
 - (cc) Occupational Safety and Health Administration (OSHA) Legionnaire's Disease Technical Manual,
 - (dd) Cooling Technology Institute (CTI) WTB-148 Guideline: Best Practices for Control of Legionella, and
 - (ee) American Industrial Hygiene Association (AIHA); Recognition, Evaluation, and Control of Legionella in Building Water Systems.
 - (iii) Within twenty-four (24) hours following the application of the corrective measures, perform a Quantitative PCR (qPCR) test to validate the effectiveness of the corrective measures.
 - (iv) Within two (2) to seven (7) days following the application of the corrective measures, the Lessor shall perform a Legionella bacteria culture test.
 - (v) The Lessor shall provide the Lessee the follow-up qPCR and culture test results and take appropriate actions based on the recommendations of certified professionals to ensure the continued health and safety of the occupants and the surrounding population.
- (f) The Lessor shall keep on record and have available upon request all *Legionella* testing results as well as all recommendations from the water test certifying professional. Records shall be kept for a period of five (5) years.
- (g) The Lessor shall annually provide to the Lessee, within thirty (30) days of each Lease Commencement anniversary date, the completed 'Annual Certification of Lessor's *Legionella* Obligations' Form located in Schedule I to confirm that:
- (i) the facility has a water management program to control Legionella in accordance with the requirements of the ASHRAE 188-2015 standard,
 - (ii) the Lessor has performed all testing requirements cited in this provision,
 - (iii) the Lessor has notified PWGSC, as required, of any test results greater than the value stipulated in paragraph (e),

- (iv) all actions recommended for the control of Legionella by the certified testing laboratory, and other certified engineering and/or industrial hygienist professionals retained by the Lessor, have been completed effectively.

34. SECURITY OF LEASED PREMISES, ASSETS AND INFORMATION

- (a) The Lessor shall at all times during the Term of the Lease and any options to extend, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC);
- (b) The Lessor's personnel requiring access to the Leased Premises, assets or protected information, shall each hold a valid clearance status issued by the CISD of PWGSC;
- (c) The Lessor shall ensure at all times during the Term of the Lease and any options to extend, and during the period during which the Lessee's Improvements are carried out (unless instructed otherwise by the Lessee) that any contractor or sub-contractor requiring access to the Leased Premises holds a valid DOS issued by the CISD of PWGSC;
- (d) The Lessor shall ensure that any contractor's or sub-contractor's personnel requiring access to Leased Premises, assets or protected information shall each hold a valid clearance status issued by the CISD of PWGSC;
- (e) The Lessor and its contractors and sub-contractors shall not remove any asset or "protected" information from the Leased Premises, and shall ensure that its personnel and the personnel of its contractors and sub-contractors are made aware of, and comply with this restriction; and
- (f) The Lessor and its contractors and sub-contractors shall comply with the provisions of the most current edition of the Industrial Security Manual.

35. GENERAL

- (a) The Lessor and the Lessee acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral to or otherwise forming part of or in any way affecting or relating to this Lease save as set out in the Lessor's Irrevocable Offer to Lease and the Lessee's Acceptance of the said Irrevocable Offer to Lease and that this Lease constitutes the entire agreement between the Lessor and the Lessee and shall not be modified except by a subsequent agreement in writing of equal formality executed by the parties;
- (b) Upon the Lessee paying the Rents and performing the covenants provided herein on Her part to be paid and performed, the Lessee shall and may peaceably and quietly enjoy the Leased Premises during the Term of the Lease and any option to extend without molestation, hindrance or disturbance from or by the Lessor or any person or persons claiming through or under the Lessor;
- (c) All persons, employed by the Lessor or by any of the Lessor's contractors, who have access to the Leased Premises for any purpose in connection therewith, shall be identified by the Lessor with their name, full address, qualifications and duties in order that the Lessee may ensure that all such persons meet the security requirements of the Lessee;
- (d) A waiver by the Lessee of any breach of any of the Lessor's covenants hereunder shall not affect or prejudice the rights of the Lessee in respect of any future or other breach of covenant by the Lessor;
- (e) If any dispute or question shall arise between the parties hereto during the Term of the Lease thereof, and any option to extend, as to any matter arising hereunder which the parties are unable to resolve by agreement, the same shall be determined by a Court of competent jurisdiction;
- (f) Time shall in all respects be of the essence for each and every of the terms, covenants and conditions in this Lease;
- (g) Whenever in this Lease the context so requires or permits, the singular number shall be read as if the plural was expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed;
- (h) The captions and titles in this Lease are for convenience of reference only, and shall not affect the scope, intent, or interpretation of any provision;
- (i) This Lease may be executed in several original copies;

- (j) This Lease shall enure to the benefit of and be binding upon the parties hereto, their lawful heirs, executors, administrators, successors and assigns;
- (k) The Lessee considers that the pieces of information listed hereunder is the type of government information that is normally available to the general public and therefore, the Lessee reserves the right to make this information available to the general public, that is:
- the address of the Building
 - the name and address of the Lessor
 - the Lease Commencement Date
 - the termination date
 - the options to extend and dates thereof
 - the area of the Leased Premises

and the Lessor agrees to the disclosure to the public of such information and agrees not to object in any way whatsoever to the disclosure of such information;

- (l) If any term, covenant or condition of this Lease, or the application thereof to any person or circumstances, is to any extent held or rendered invalid, unenforceable or illegal, then that term, covenant or condition:
- (i) is deemed to be independent of the remainder of this Lease and severable and divisible therefrom, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Lease or any part thereof; and
 - (ii) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal. Neither party is obliged to enforce any term, covenant or condition of this Lease against any person, if, or to the extent by so doing, such party is caused to be in breach of any law, rules, regulations or enactments from time to time in force; and
- (m) In the event of unforeseen accident or incident affecting the Leased Premises, upon request of the Lessee, the Lessor shall, at its own expense, provide in the time-frame indicated in the request, a report or certificate of compliance stating that the Lessor is complying with applicable laws and performing its due diligence and compliance regarding the specific requirement in the Lessee's request.

36. SIGNATURES

IN WITNESS WHEREOF the Lessor has signed this lease at _____ on the _____ day of _____ [month] _____ [year] _____, and the Lessee hereto has signed this Lease at _____ on the _____ day of _____ [month] _____ [year] _____.

Name of Lessor: **MEMORIAL UNIVERSITY OF NEWFOUNDLAND AND LABRADOR**

Signature  s. 40(1)

Jeff Keshen, VP - Grenfell Campus
Name and Title of Signing Officer


September 18, 2020
Date

Witness Signature  s. 40(1)

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

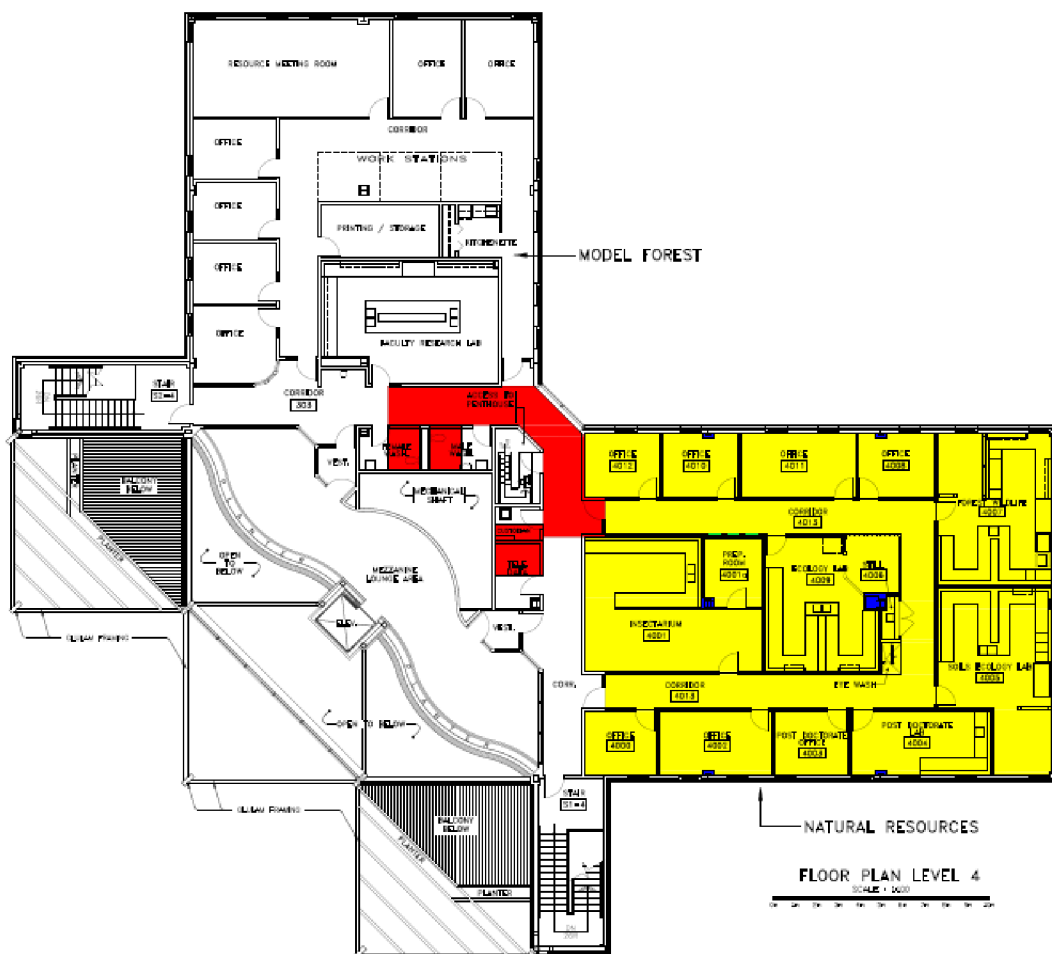
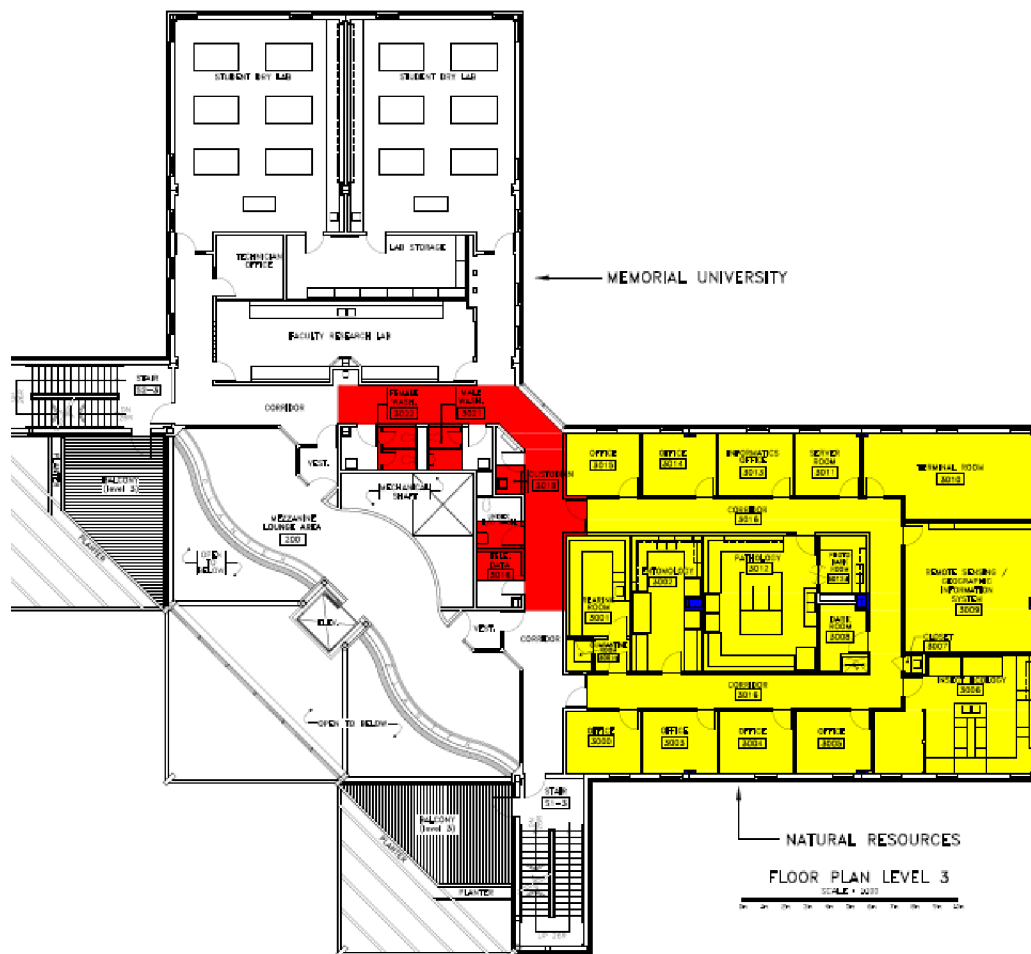
Signature  s. 40(1)

Philippa Walsh, Sr. Leasing Officer

Witness  s. 40(1)

Date

Floor Plans Cont'd



SCHEDULE "B" - MEASUREMENT INSTRUCTIONS

1. DEFINITIONS

- a) **"Accessory Areas"** means the common use areas of the Building, along with their enclosing walls (except where such walls abut Building Service Areas), including but not limited to: washrooms, janitor closets, slop-sinks, electrical closets, telecommunication closets, public corridors and elevator lobbies, legislated fire crossover corridors and refuge areas and storage space.
- b) **"Building Service Areas"** means those areas, with their enclosing walls, necessary to the operation of the Building, including but not limited to: main entrance lobby, main floor elevator lobby, stairwells, passenger and freight elevators, fire towers, elevator shafts, flues, stacks, pipe shafts, other vertical ducts, heating, ventilation and air conditioning rooms (including fan rooms on floors), telecommunication and meter rooms, garbage and recycling rooms, janitorial storage room (serving the whole Building), dumbwaiter, and loading docks (serving the whole Building), security posts (serving the whole Building), the property manager's office, shops and other spaces used by Building management and maintenance staff; and the commercial area.

2. INSTRUCTIONS

- a) The rentable area of a whole floor shall be the area within the outside walls computed by measuring to the inside finish (or surface of the glass, as appropriate) of permanent outer building walls without deduction for columns or projections necessary to the Building or for enclosures around the periphery of the Building used for the purposes of cooling, heating and ventilating, excluding from such measurement Building Service Areas, but including Accessory Areas within and serving only that floor and, if applicable, a proportionate share of Accessory Areas serving more than one floor.
- b) The rentable area of a portion of a floor shall be the area within the outside walls computed by measuring to the inside finish (or surface of the glass, as appropriate) of permanent outer building walls, to the inside surface of the corridor walls and to the centre of the partitions that separate the portion of the floor from adjoining portions of the floor, without deduction for columns or projections necessary to the Building or for enclosures around the periphery of the Building used for the purposes of cooling, heating and ventilating, excluding from such measurement Building Service Areas, but including a proportionate share of Accessory Areas servicing only that floor and, if applicable, a proportionate share of Accessory Areas serving more than one floor.
- c) The usable area of a floor or of a portion of a floor shall be the area within the outside walls computed by measuring in the manner described for computing the rentable area, excluding from such measurement Building Service Areas and Accessory Areas (together with the enclosing walls of such Accessory Areas which separate them from usable area on the balance of the floor) and also excluding the area occupied by columns and projections necessary to the Building or by enclosures around the periphery of the Building used for the purposes of cooling, heating and ventilating.

SCHEDULE "C" - STANDARDS FOR LEASED ACCOMMODATION

STANDARDS FOR LEASED ACCOMMODATION

PART 1: GENERAL STANDARDS

1.1 LAWS, ACTS, REGULATIONS, CODES AND STANDARDS

1.1.1 General requirements

- .1 The *Building* shall, unless otherwise specified herein, be designed, constructed, operated and maintained in a manner which:
- .1 Is compliant with all applicable federal, provincial, territorial, municipal or regional laws, acts, regulations and codes.
 - .2 Facilitates easy circulation, without crowding and provides for barrier-free accessibility within the parts of the Building utilized by the Lessee's occupants and visitors.
 - .3 Provides for safe emergency evacuation of all of the Lessee's occupants including persons with limited mobility.
 - .4 Minimizes disruption and interference with occupants including the prevention of transmission of noise when demolition or construction work occurs in the Building or on the property.
 - .5 Provides for adherence to all applicable codes and standards and without limiting the generality of the foregoing, shall include the following:
 - .1 ANSI/ASHRAE 55 - 2004 Thermal Environmental Conditions for Human Occupancy
 - .2 TIA-569-C Commercial Building Standard for Telecommunications Pathways and Spaces
 - .3 ANSI/TIA-606B Administration Standard for the Telecommunications Infrastructure Commercial Buildings
 - .4 ASHRAE 62.1 - 2004 Ventilation for Acceptable Indoor Air Quality
 - .5 ASHRAE HVAC Applications Handbook 2003
 - .6 ASHRAE HVAC Fundamentals Handbook - 2005
 - .7 *[Building Owners and Managers Association, BOMA BEST Canadian industry standard for green building certification, <http://www.bomabest.com> and LEED Certificated Projects, <http://www.enemodal.com/index.htm#>*
 - .8 CAN/ULC-S524-01 Standard for Installation of Fire Alarm Systems
 - .9 CAN/CSA-B651-18, Accessible Design for the Built Environment
 - .10 CAN/CSA-C860-01 Performance of Internally Lighted Exit Signs
 - .11 Canadian Electrical Code (CEC) - Part 1, 2006
 - .12 Canadian Environmental Protection Act 1999
<http://lois-laws.justice.gc.ca/eng/acts/C-15.31/index.html>
 - .13 Canada Labour Code
 - .14 Canada Occupational Health and Safety Regulations
<http://lois-laws.justice.gc.ca/eng/regulations/SOR-86-304/index.html>
 - .15 Canadian Drinking Water Standards
 - .16 CSA B44, 2004 Safety Code for Elevators and Escalators
 - .17 Federal Identity Program Manual (FIP)
http://www.tbs-sct.gc.ca/fip-pcim/man_pdfs_e.asp

- .18 Master Painters Institute (MPI)
http://www.specifypaint.com/APL/paintinfo_APL/StandardUpdate_ca.asp
- .19 National Building Code of Canada (NBCC 2015) including Structural Commentaries and any amendments
- .20 National Fire Code (NFC) 2015 and any amendments
- .21 National Plumbing Code (NPC) 2010
- .22 NBC noise criterion curves - ANSI Standard S12.2 1995 (R1999)
- .23 NFPA 10 - Standard for Portable Fire Extinguishers 2002
- .24 NFPA 13 - Standard for the Installation of Sprinkler Systems 2002
- .25 NFPA 14 - Standard for the Installation of Standpipe and Hose Systems 2003
- .26 TIA J-STD-607-B Commercial Building Grounding (Earthing) and Bonding Requirements For Telecommunications
- .27 CAN/CSA B52: Mechanical Refrigeration Code
- .28 CAN/CSA Z204: Guideline for Managing Indoor Air Quality in Office Buildings
- .29 CAN/CSA B149: Natural Gas & Propane Code
- .30 ASHRAE: Standard 90.1: Energy Standard for Buildings Except Low-Rise Residential Buildings
- .31 CAN/CSA B139: Installation of Oil Burning Equipment
- .32 Z204-99 Requirements for Frequency of Air Balancing

.6 In the event of any conflict between the above noted Standards or between the above noted Standards and other requirements set forth in this Schedule, the more stringent provision shall apply.

1.2 REAL PROPERTY ACCESSIBILITY

- 1.2.1 The Leased space, Lands, Building, facilities and related services provided by the Lessor, shall be Barrier-Free Accessible, in compliance with CSA B651-18, as set forth in Treasury Board's Accessibility Standard for Real Property.

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12044§ion=text>

1.3 LIFE SAFETY

- 1.3.1 The Lessor shall provide to the Lessee a comprehensive emergency evacuation plan which will set forth the process for evacuation of persons as required under the applicable codes. The Lessor shall also update the required plans to adjust for any changes made to the evacuation route(s) during the Term of the Lease and any option to extend and provide such plans freely to the Lessee.
- 1.3.2 The life safety provisions of the building shall comply with the requirements of the latest edition of the National Building Code, the latest edition of the National Fire Code of Canada, or the applicable Municipal / Provincial / Territorial laws, whichever is more stringent.

1.4 ACCESS TO LEASED PREMISES

- 1.4.1 The Leased Premises shall be accessible to the Lessee at all times.
- 1.4.2 Vehicular and pedestrian access to and from the Building shall conform to surrounding traffic patterns and shall be adequate in order to accommodate all the required circulation inherent in the type of facility required.
- 1.4.3 All pedestrian and vehicular traffic areas outside of the Building including but not limited to parking spaces, service areas and manoeuvring aisles shall be finished using concrete or pavement material capable of sustaining commercial usage.

1.5 LOADING FACILITIES

A loading facility with convenient access shall be provided.

1.6 PARKING

- 1.6.1 Parking spaces shall be in compliance with all applicable laws, including, without limiting the generality of the foregoing, those relating to the size of the parking spaces and requirements with respect to interactions related to pedestrian and vehicle circulation.
- 1.6.2 Parking spaces shall be accessible to the Lessee at all times. ***(Continuous Basis)***
- 1.6.3 The Lessee shall have the right to install Government of Canada signs at the parking spaces reserved for the Lessee.
- 1.6.4 The Lessor shall:
- .1 Provide lighting in accordance with Part 5 Electrical Standards of this Schedule.
 - .2 Locate and design Barrier free parking in compliance with CSA-B651-18.
- 1.6.5 If so requested by the Lessee, a mutually acceptable location for bicycle racks, provided by the Lessor and in the care of the Lessor.

1.7 LANDSCAPING

- 1.7.1 All open site areas on the Lands not utilized for parking or service shall be landscaped within reasonable standards commensurate with landscaping policies and bylaws of the applicable municipality, and in accordance with CSA-B651-18.
- 1.7.2 Appropriate landscaping materials shall include: decorative stone, paving, or planting trees, shrubs, grass, flowers (annuals/perennials).
- 1.7.3 Planting in and around the Building and parking area shall not block signs and shall promote visual surveillance for safety and security.
- 1.7.4 Drainage of the Lands, surface parking areas, walkways and entranceways shall be provided in order to prevent gathering of water. The site shall be well drained and free of unintentional standing water, and capable of draining surface run-off and water from any other source.
- 1.7.5 The health of the exterior plantings including lawn care shall be maintained through the implementation of an integrated pest management program that is least hazardous to the environment and persons.
- 1.7.6 The use of pesticides and fertilizers shall be severely restricted. If pesticide use is justified in the sole opinion of the Lessee, the least hazardous treatment option shall be utilized. Lawn care programs that regularly apply pesticides whether or not pests are present shall not be used.
- 1.7.7 In the event pesticide or fertiliser use may be required for landscape maintenance, the Lessee shall be notified in advance and the Lessor shall provide the Lessee Material Safety and Data Sheets (MSDS) of products proposed to be used. Application of any such products shall only be carried out with the approval of the Lessee.
- 1.7.8 Mulch used for landscaping purposes shall be standard organic mulch that would otherwise be wasted material, or visually acceptable recycled products.

1.8 ENTRANCES

- 1.8.1 Entrances to the Building or to the Leased Premises from the exterior shall have high quality walk-off mats or floor grates.
- 1.8.2 Entrance vestibules to the Building and to the Leased Premises from the exterior shall be seasonally heated and enclosed.
- 1.8.3 Entrances and any related vestibule doors shall be fitted with power door operators in compliance with CSA-B651-18.

1.9 COMMON AREAS

- 1.9.1 The type, quality and standard of finishes, fittings and equipment in all areas of the Building to be used by Lessee in common with other tenants shall conform to the best commercial practice and be compatible with the quality and standard of finishes, fittings and equipment to be provided in the Leased Premises.

1.10 STAIRS

- 1.10.1 The stairs shall have welded steel treads or painted concrete with non-slip nosing having the horizontal face in a colour contrasting with the tread and welded pipe handrails and balustrades.

1.11 ELEVATORS

- 1.11.1 Elevators shall be:
- .1 In compliance with CSA-B651-18.

- .2 Provided in the Building to service any portion of the Leased Premises located at any floor level other than the ground floor, and, if applicable, to service storage space and parking spaces located in the basement or any level of the Building other than the ground floor.
- .3 Fully automatic, with car locking capabilities,
- .4 Approved for operation by the authority having jurisdiction.

1.11.2 Elevator service shall be provided for the loading and movement of large items of furniture.

1.11.3 Elevator operations shall meet industry standards for efficient handling of the Building population under peak load conditions.

1.12 WASHROOMS

1.12.1 In the Accessory Area on each floor of the Leased Premises, provide accessible washrooms for men and women or provide regular washrooms for men and women, plus one accessible unisex washroom, all in compliance with CSA-B651-18:

.1 Having washroom fixtures, a full range of accessories and toiletry supplies that meet high quality commercial standards and including, as a minimum:

- .1 One toilet paper holder per lavatory or toilet stall,
- .2 One clothes hook per lavatory or toilet stall,
- .3 One feminine hygiene receptacle per female lavatory or toilet stall,
- .4 One soap dispenser per sink,
- .5 One paper towel dispenser per three sinks,
- .6 One waste receptacle per washroom,
- .7 Continuous mirrors over vanities with washbasins.

.2 Having durable, moisture and water resistant finishes and non-slip floors, selected for the ease of maintenance, with materials being ceramic tile, quarry tile, marble or other hard surfaced finish acceptable to the Lessee.

1.13 HARDWARE

1.13.1 Hardware shall meet the best grade, functional class and durability standard requirements of the Canadian General Standards Board (CGSB) and American National Standards Institute (ANSI) as well as the requirements of the CAN-B651-18 for commercial applications.

1.13.2 All locks shall be keyed differently.

1.13.3 Prior to occupancy, the Lessor shall provide the Lessee with:

- .1 Two (2) master keys for each entrance door,
- .2 Two (2) sub master keys for each floor and
- .3 Two (2) keys for each lock

1.13.4 Keys shall be properly tagged and identified.

1.13.5 Where applicable, other locking devices or security systems, such as electronic access systems, with similar characteristics to the foregoing, may replace key systems. Acceptance is at the sole discretion of the Lessee.

1.13.6 Doors leading to the Building and to the Leased Premises (including storage areas) shall be equipped with non-removable hinge pins and security type lock sets having minimum dead-bolt throw of 25 mm and hardened steel inserts.

1.14 OPERATION OF EQUIPMENT

1.14.1 All systems shall be operated at all times by competent and trained personnel.

1.14.2 The Lessor shall provide regular servicing and maintenance to all systems in accordance with manufacturers' requirements and relevant codes and standards.

1.15 HAZARDOUS SUBSTANCES, WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEMS (WHMIS) COMPLIANCE AND SAFETY

1.15.1 The Building must be free of non-encapsulated friable asbestos-containing material.

1.15.2 In the event polychlorinated biphenyls (PCB's), chlorofluorocarbons (CFC's) and halon gases are in the Building, the Lessor shall provide an inventory of these substances to the Lessee.

Removal, storage and disposal / destruction of these hazardous substances shall be in compliance with the requirements of authorities having jurisdiction.

1.15.3 The Lessor shall:

- .1 Maintain clean indoor air quality in the Building throughout the lease period and during any demolition and construction activities within the Building.
- .2 Maintain air quality standards as outlined in Part 4: Mechanic Standards.

1.15.4 Materials & Equipment

- .1 All products used within the Building or on the Lands for construction, cleaning, maintenance, and operations shall be classified and labelled according to the WHMIS.
- .2 At time of entry to the Building, the Lessor shall submit to the Lessee a Building material binder with copies of the Material Safety Data Sheets (M.S.D.S.) for all products and materials used in the Building and Lands. The binder shall be maintained by the Lessor, kept in the Building and updated when new products are incorporated.

1.16 ENVIRONMENTAL SUSTAINABILITY *n/a*

1.17 SIGNAGE

1.17.1 The Building's street address and name shall be clearly and appropriately displayed.

1.17.2 The Lessor shall provide suitable locations for the Lessee's exterior and interior primary identification signs. Exterior primary signage may consist of either building-mounted or free-standing signage depending on the visibility of the building or space offered, and may be required in more than one location. In the case of building-mounted signage, the Lessor shall provide sufficient room on a prominent exterior wall of the Building to allow the Lessee to place its signage. All proposed signage locations shall be to the satisfaction of the Lessee.

1.17.3 Directory boards shall be provided in the ground floor lobby of the Building and in the elevator lobby of each floor of the Leased Premises, as such may apply, including suitable identification as from time to time required by the Lessee, in the French and English languages, of the occupants of the Leased Premises to the approval of the Lessee.

1.17.4 The Federal Identity Program tactile signs shall be installed for doorways to washrooms, exit stairwells and emergency exits at grade.

PART 2: ARCHITECTURAL STANDARDS

2.1 GENERAL

2.1.1 All Office Space shall be above ground.

2.1.2 Within the *Leased Premises*:

- .1 The type, quality and standard of finishes, fittings and equipment shall conform to high quality commercial performance standards for the type of accommodation and the intended use.
- .2 All finishes or other materials installed or present such as, but not limited to: flooring, walls, ceilings, doors, hardware, window coverings, washroom fixtures etc. shall be new. In exceptional situations the Lessee, at its sole discretion, may accept any of the above items that are in like-new condition.
- .3 All finishes shall present a uniform appearance, provide ease of maintenance and be installed solidly in place.
- .4 The quality, colour pattern and textures of the finishes shall be subject to approval by the Lessee prior to their installation. The Lessor shall provide samples when required by the Lessee for approval purposes by the Lessee. If testing is required for a sample product, the cost of the testing shall be borne by the party requesting it, unless the sample fails to meet the required standard, in which case the cost shall be the sole responsibility of the Lessor.
- .5 All finishes, fittings and equipment shall be installed in accordance with the manufacturers' requirements and relevant codes and standards.

2.1.3 Acoustic Requirements

- .1 Leased Premises shall be separated from every other space in the Building at wall, floor and ceiling assemblies by providing a Sound Transmission Class (STC) rating of at least 52.

- .2 The resultant acoustic requirements on background noise for space usage shall not exceed 40 dBA.

2.2 CEILINGS

- 2.2.1 For office layouts, suspended ceiling performance requirements are;
 - .1 Noise reduction coefficient to ASTM C423, NRC - 0.85 minimum; and
 - .2 Light reflectance coefficient, to ASTM E1477, LRC - 0.9 minimum.
- 2.2.2 The required minimum ceiling height shall be 2440 mm, to a maximum of 3050 mm, measured from the top of the finished floor to the underside of the suspended ceiling. The minimum height from the top of the finished floor to the underside of a bulkhead is 2440 mm.
- 2.2.3 Where the ceiling space is utilized as a return air plenum, there shall be no loose fill or open fibre batt insulation.

2.3 FLOORS

- 2.3.1 Floors in office areas shall be carpeted.
 - .1 Where carpeting is not functionally appropriate, flooring in such areas may be commercial resilient products, as approved by the Lessee.
- 2.3.2 Building floor surfaces shall be sound, smooth and level or rendered so at the Lessor's sole expense prior to the installation of floor coverings or coatings. Acceptance of minor deviations is at the Lessee's sole discretion. .
- 2.3.3 Broadloom carpet shall meet or exceed CGSB Specification 4-GP-129, with the following characteristics:
 - .1 Pile weight: 881 g/m² (min.)
 - .2 Pile height: 4.5mm (min.) - 6.1mm (max.)
 - .3 Pile density: 11.5-12.5 kilotex/cm²
 - .4 Inherent anti-microbial: to AATCC 174
 - .5 Inherent Static Control: less than 3.0 kilovolts at 21°C and 20% relative humidity.
 - .6 Delamination to: ASTM D3936 to min 2.5 lbs/in².
- 2.3.4 Carpet tile shall meet or exceed with the following characteristics:
 - .1 Construction method:
 - .1 Finished pile thickness: minimum 2.5 mm, maximum 5 mm.
 - .2 Tuft bind, minimum 35N, wet and dry, tested to ASTM D-1335.
 - .2 Dimensions:
 - .1 Minimum 455 mm x 455 mm and maximum 610 mm x 610 mm.
 - .3 Yarn Type:
 - .1 100% branded nylon with permanently conductive fibres to control electrostatic propensity.
 - .4 Density:
 - .1 Minimum density: 222 kg/m³ (6,000 oz/yd³).
 - .5 Performance:
 - .1 Electrostatic Propensity: maximum 3000 volts to AATCC Test Method 134-91 at 20% RH, 22°C.
 - .2 Delamination: minimum 8.5 N/cm (5.0 lbs/inch) to ASTM D-3936.
 - .3 Dimensional Stability: maximum 0.2% to DIN STD. 54318-AACHEN test
 - .4 Toxicity: pass CRI / IAQ Testing Program Green Label Plus.
 - .6 Certified for flammability to Health Canada regulations under "Hazardous Products (Carpet) Regulations." Part II of the Schedule. Maximum flame spread Rating 300, maximum smoke developed classification 500.
 - .7 Recycled Content and/or Recyclability:

- .1 Definitions:
 - .1 Post-consumer and pre-consumer.
 - .2 Recyclable as defined in FTC Part 260 - Guidelines for the use of Environmental Marketing Claims, Section 260.7(d).
 - .3 Percentage by weight of recovered material, calculated by dividing weight of recovered materials content in one square unit of area of finished carpet (consisting of pile, backing, and attached cushion, if any) by total weight of one square unit of area of finished carpet, and multiplying by 100.
- .2 Comply with at least one of the following three requirements:
 - .1 Product contains a minimum 5% by weight of post-consumer materials recycled content, except that vinyl-backed and other similar hard-backed products contain 20% by weight of post-consumer materials recycled content.
 - .2 Product contains a minimum 15% by weight of recovered materials, (which includes both pre-consumer and post-consumer materials).
 - .3 Product contains a minimum 25% by weight of recyclable content and a recycling program is in place and operational.

2.3.6 Resilient Sheet Flooring shall be linoleum, meeting ASTM F2034 - Standard Specification for Sheet Linoleum Floor Covering, minimum 2.5 mm thick, in 2.0 m width rolls or tiles of suitable size and in standard colour acceptable to the Lessee.

2.3.7 Baseboards shall be 100 mm high, of material and colour acceptable to the Lessee.

2.3.8 Transition between different flooring materials shall be safe and meet commercial use standards.

2.4 WALLS

2.4.1 All walls and all columns shall have paint, or other acceptable finish on gypsum board or plaster.

2.4.2 All demising walls of the Leased Premises shall be constructed slab to slab and the construction shall provide a continuous sound seal from the adjacent premises.

2.4.3 Paint and quality of work shall conform to Master Painters Institute (MPI), premium grade.

2.4.4 Wall finishes shall have a minimum light reflectance of 50% average over each entire wall.

2.5 WINDOWS/NATURAL LIGHT

2.5.1 All exterior windows shall be double-glazed.

2.5.2 The minimum unobstructed glass area servicing the demised area shall not be less than 5% of the designated office area and no such area shall be more than 12 m from a window.

.1 The edge of an open sky-lit atrium will count as glass window area.

2.5.3 All exterior windows shall have either horizontal or vertical blinds, conforming to flame spread rating and smoke development class for the occupancy type as per NBCC.

2.5.4 Exterior windows in the Leased Premises ground floor or commercial level shall also have reflective glazing.

2.5.5 Projecting exterior sunscreens shall be used in addition to interior sun control devices where they are beneficial for building operation and energy conservation.

2.5.6 Operable or fixed sun control devices shall be used for ease of maintenance, repair and replacement. Window washing systems used for the facility shall also be compatible with any sunscreens or sun control devices.

2.5.7 Glazing, shading devices and sources of illumination shall be analysed to minimize heat gain and maximize direct natural light into all spaces to produce the best microclimate for tenants in building perimeter space.

2.5.8 Skylights shall have either solar blinds or solar film or equivalent.

2.6 RELATED OFFICE STORAGE

2.6.1 The finishes and other requirements such as, but not limited to: hardware, flooring, security, etc. for related office storage space shall be in accordance with the requirements for the office space.

2.7 BASEMENT STORAGE

2.7.1 The storage area shall be free of water leakage or seepage.

2.7.2 A minimum clear finished ceiling height of 2450 mm shall be available throughout.

- 2.7.3 Storage area shall be enclosed with masonry or concrete walls to the underside of the structural slabs or beams, or with material acceptable to the Lessee.
- 2.7.4 Floors, ceilings and walls of the storage area shall be finished with paint or equal, to prevent dust.
- 2.7.5 The variance in floor levels shall not be greater than 12 mm over a radius of 14 metres.
- 2.7.6 Doors shall be hollow metal with pressed steel frames. Doorways to the storage area shall be 1500 mm minimum width, doors to be equipped with throw-bolts and deadbolts, security locks and automatic door closing mechanisms shall be to the security level acceptable to the Lessee.

2.8 DOORS AND FRAMES

- 2.8.1 All general office doorframes shall be pressed steel and shall follow the guidelines of the Canadian Steel Door and Frame Manufacturers' Association (CSAFMA). Doors shall be solid flush wood core with appropriate sound controls for a combined sound rating of 26 STC and shall follow the recommendations of the Canadian Wood Manufacturer Association (CWDMA).
- 2.8.2 Door openings widths and hardware shall be in compliance with CSA-B651-18.

2.9 TELECOMMUNICATIONS ROOMS

- 2.9.1 *Telecommunication room(s)* inside the *Leased Premises* in accordance with 7.11 TIA-569B shall be provided. The floor area served by each room shall not exceed 1000 square metres.

PART 3: STRUCTURAL STANDARDS

3.1 FLOOR LOADING CAPACITY, VIBRATIONS AND OTHER STRUCTURAL REQUIREMENTS

- 3.1.1 The following is the minimum requirement for Leased Premises and all related Accessory Areas as outlined in the lease document:
- .1 The existing structural system shall be designed in accordance with the NBCC and the associated Structural Commentaries for the intended occupancies.
 - .2 The existing structural system shall identify the location of all heavily loaded areas with the applicable designed live loads and in accordance with the NBCC.

PART 4: MECHANICAL STANDARDS

4.1 GENERAL

- 4.1.1 The following is a description of the minimum mechanical requirements applicable to the Leased Premises as well as related Accessory Areas of the Building, which provide access to the Leased Premises.
- 4.1.2 The standards referred herein refer generally to office space. For other types of occupancies and for environment conditions not related to human comfort, the Leased Premises are to comply with the latest ASHRAE Handbooks.

4.2 THERMAL COMFORT REQUIREMENTS

- 4.2.1 These comfort standards shall be maintained during the occupancy period of the Lessee.
- 4.2.2 The Building systems shall provide conditions within the Leased Premises in accordance with ANSI/ASHRAE Standard 55.

4.3 HVAC

- 4.3.1 The Building and systems and equipment shall meet all requirements of Section 5 of ASHRAE 62.1.
- 4.3.2 The mechanical system shall provide ventilation air and exhaust air in the Leased Premises, Accessory Areas and Common Areas and shall meet all requirements of Section 6 of ASHRAE 62.1.
- 4.3.3 The building's operation and maintenance shall meet all requirements of Section 8 of ASHRAE 62.1, and Section 8 of CSA Z204.
- 4.3.4 In addition to the minimum requirements listed above in the reference Standards, the Leased Premises shall meet the following more stringent requirements;
- .1 *25% minimum humidity level at all times in the Leased Premises.*
 - .2 The air supply to the *Leased Premises* shall be humidified by a central system that meets the water/steam quality requirements of ASHRAE 55 and CSA Z204.
[Note: in mild climate areas where ambient conditions meet the minimum humidity requirements most of the time and where there is not an inventory of suitable buildings, this clause and 4.3.5.1 may need to be deleted]
 - .3 Merv 8 filtration of all central HVAC systems that serve the Leased Premises.
 - .4 Air supply temperature delivered to the space through diffusers or grilles shall not be less than 12 degrees C.
 - .5 The air supply to the room shall not be more than 8 degrees C above the room temperature, except if fully modulating re-cool coils are provided for zoning.
 - .6 Thermostat control shall be provided for each perimeter zone, which shall be no larger, than 15 metres in perimeter length and 4.5 metres in depth.
 - .7 All thermostats shall be wall mounting type and a single heating/cooling thermostat shall be provided for each individual control zone.
 - .8 Indoor loading dock and parking areas accessible to the tenant shall not have CO concentrations exceeding 100 ppm at any time.

.9 Telecommunications Room(s)

4.4 FIRE PROTECTION

- 4.4.1 Where a building is sprinklered, the Leased Premises and Accessory Areas shall be sprinklered to the requirement of NFPA 13.
- 4.4.2 Where a building is required to have a standpipe system, it will be provided to the requirements of NFPA 14.
- 4.4.3 Fire extinguishers shall be provided in the Leased Premises and Accessory Areas as required by NFPA 10.

4.5 PLUMBING

- 4.5.1 All plumbing in the Leased Premises and Accessory Areas shall meet the requirements of the National Plumbing Code of Canada.
- 4.5.2 Potable water shall be provided on each and every floor of the Leased Premises for drinking and food preparation, the provision of which shall meet the standards set-out in the Guidelines for Canadian Drinking Water Quality (1996), published under the authority of the Minister of Health Canada, and as referenced in the Canada Labour Code and shall be in compliance with CSA B651-12. The Lessee shall have the right to perform testing at times and in a manner as determined by the Lessee, acting reasonably, without restricting in any way the rights of the Lessee in contract or law. Should it be determined that such standards are not being met, the Lessor, at its sole expense, shall take all steps necessary to ensure such standards are met immediately and on an ongoing basis.

The following is a description of the minimum plumbing requirements to be provided in accordance with the National Plumbing Code of Canada, applicable to the Leased Premises as well as common areas of the Building that provide access to the Leased Premises:

- .1 Complete systems of sanitary and storm drainage shall be provided.
- .2 A complete system of domestic hot and cold water shall be provided to accommodate the Leased Premises including washrooms, janitor rooms, and any future plumbing fixtures.
- .3 The hot water shall be at a constant temperature of 43 °C.
- .4 Water Coolers set to a maximum temperature of 10 °C shall be installed on all floors in the Leased premises. Water coolers shall be bi-level and barrier free accessible to CAN/CSA-B651-18 standard and shall not be situated in washrooms. New coolers shall not utilize CFC - based refrigerants. No coolers to be installed in washrooms.
- .5 For new construction Leases or Leases where major renovations take place, the plumbing system shall utilize resource efficient fixtures and equipment as follows:
- .1 Lavatory faucets shall have a maximum flow rate of 0.126 l/s or 2 gpm.
- .2 Showerheads shall have a maximum flow rate of 0.151 l/s or 2.4 gpm.
- .3 Toilets shall have a maximum flush volume of 6 litres or 1.6 gallons.
- .4 Where applicable, retrofit existing common flow fixtures such as faucets and showerheads with aerator heads as a water saving measure.
- .5 Other plumbing fixtures or equipment not previously referenced require confirmation of proven effectiveness for operational use and prior approval by the Lessee.

4.6 MECHANICAL NOISE

Occupied spaces shall conform to the Room Criteria (RC) ranges of octave band sound pressure levels (with neutral balance of high and low frequency energy levels) listed in Table 5.0. The following table is based on:

- .1 Spaces being furnished but unoccupied;
- .2 The HVAC system being in operation with maximum airflow rate into the space.

The table does not apply to spaces containing room air conditioners, etc. which operate for short periods under the occupant's control.

The table does not apply to noise generated by occupant's equipment such as computers and printers.

Table 5.0: Room Criteria

Area	RC (N) Range (dB re 20 micropascals)
Executive offices	25-30
Private offices	30-35
General offices	35-40
Conference, meeting rooms	25-35
Training rooms	25-35
Computer rooms	40-45
Libraries	30-35
Halls, corridors, cafeteria	40-45
Locker rooms, washrooms	40-45

Noises shall be free from annoying, recognizable characteristics such as rumble, hiss, tones and variability of noise patterns.

PART 5: ELECTRICAL STANDARDS

5.1 GENERAL

5.1.1 The following is a description of the minimum electrical requirements applicable to the Leased Premises as well as Common Areas of the Building, which provide access to the Leased Premises.

5.2 POWER DISTRIBUTION SYSTEM

5.2.1 120 Volt Branch circuit panels shall be located on the same floor as the Leased Premises.

5.2.2 A minimum of 22 watts per square meter is to be provided in each Leased Premises for the Lessee's electrical equipment.

5.2.3 The related storage rooms shall have convenience duplex receptacles every 5 meters minimum on the peripheral walls.

5.2.4 The Leased Premises shall have a power grid located in the ceiling space or access floor of the office areas for use of Lessee improvements. The grid shall consist of a junction box with three (3) dedicated 120 Volt circuits in the center of every 48 square meters (517 square feet) of useable area. Branch circuit conductors shall be a minimum of #12 with an insulated #12 ground and oversize neutral of #10.

5.2.5 Distribution transformers shall be oversized or K rated to protect against overheating caused by harmonics produced by non-linear electronic equipment.

5.3 LIGHTING SYSTEMS

5.3.1 Interior Lighting

.1 General interior lighting shall be:

.1 Types - Direct fluorescent with minimum #12 pattern acrylic diffuser or deep cell parabolic louvers or indirect fluorescent.

.2 Ballasts - Magnetic ballasts for existing fluorescent fixtures are acceptable. New fixtures shall be electronic type. Sound level shall have "A" rating.

.3 Lamps - Lamps for new light fixtures to be minimum T-8, 3500⁰ K or 4100⁰ K with Colour Rendering Index (CRI) of 85.

5.3.2 Exterior Lighting

.1 Exterior lighting shall be located at strategic points including entrance steps, walkways, loading ways, parking areas, exit doors, and those locations where regular evening traffic is expected.

5.3.3 Night Lights

- .1 Night-lights shall be provided to light the principal routes between the Leased Premises and the Building entrance and exits.

5.3.4 Illumination levels

- .1 The following are the minimum illumination levels:
- | | |
|---------------------------------------|---------|
| .1 Building entrances and exits | 300 lux |
| .2 Common lobbies and atria | 300 lux |
| .3 Common corridors and stairways | 200 lux |
| .4 Common washrooms | 300 lux |
| .5 Basement and related storage areas | 300 lux |
| .6 Covered parking areas | 50 lux |
| .7 Open parking areas | 10 lux |
- .2 Accessible parking and travel paths 2 x surrounding illumination level
- .3 The illumination level in the Leased Premises shall have a maintained average of 500 lux at 750 mm above finished floor with a uniformity ratio of 3:1 (maximum/minimum). For indirect lighting system, ceiling brightness shall be 8:1 (maximum/minimum).

5.4 LIGHTING CONTROLS

- 5.4.1 The Leased Premises shall have switches at the front entrance and rear exit on each floor where space is offered for lighting control. Panel switching shall not be acceptable. The Building electrical system shall provide minimum switching for each 50 square meters.

- 5.4.2 Local switches shall separately control lighting in the related storage rooms.

5.5 EXIT LIGHTING

- 5.5.1 Exit signs shall be provided for exit guidance from the Leased Premises and Common Areas to exterior exits in accordance with NBCC Clause 3.4.5 Exit Signs.

- 5.5.2 Exit lights shall be bilingual (English and French) in accordance with CAN/CSA 860 Performance of Internally Lighted Exit Signs.

5.6 EMERGENCY LIGHTING

- 5.6.1 Emergency lighting shall be provided throughout the Leased Premises and Common Areas to light principal routes for exiting the Building in accordance with NBCC Clause 3.2.7 Lighting and Emergency Power Systems.

5.7 TELECOMMUNICATION SYSTEMS

- 5.7.1 The Standards referenced herein use the word "should" to provide reasonable latitude to the designer. However, unless noted otherwise, the word "should" is to be replaced with the word "shall" every place it is used.

- 5.7.2 Provide common telecommunication room(s) or space(s) on the Leased Premises floor in accordance with TIA-569-C Commercial Building Standard for Telecommunications Pathways and Spaces. Common telecommunication room(s) shall be located outside the Leased Premises.

- 5.7.3 Provide fit-up of the telecommunication room(s) inside the Leased Premises in accordance with 7.11 TIA-569B. The floor area served by each room shall not exceed 1000 square metres.

- 5.7.4 Provide access provider space and service provider space located outside the Leased Premises for the telecommunications common carriers to deliver their service. Each space shall be a minimum of 3 square metres and maybe located inside the entrance room or adjacent space(s).

- 5.7.5 Provide a minimum of three (3) 103 mm diameter conduits between the entrance room or space and the telecommunications room(s) inside the Leased Premises for Lessee telecommunications cabling.

- 5.7.6 Where the Leased Premises occupy more than one floor, provide a minimum of three (3) 103 mm riser conduits between telecommunications rooms inside the Leased Premises.

- 5.7.7 Provide three (3) 103 mm diameter conduits from the telecommunications room(s) inside the Leased Premises to the nearest common telecommunications room or space on the same floor.

- 5.7.8 The Leased Premises shall have a cable tray system or a zoned conduit system for Lessee telecommunication cabling system.

- .1 Located in the ceiling or floor space of the usable areas.
- .2 To comply with TIA-569-C and ANSI/TIA-606B Administration Standard for Telecommunications Pathways and Spaces
- .3 Zoned conduit system
 - .1 The Leased Premises shall be divided into zones measuring 35 to 82 square meters (365 to 900 square feet) (between four adjacent building columns) with each zone serviced individually and directly from the nearest telecommunications room on the same floor.
 - .2 Provide a minimum 53 mm diameter conduit from each zone to the nearest telecommunications room(s) on the floor.
- .4 Cable tray system
 - .1 Center-spine or ladder type with maximum 150 mm rung spacing, minimum of 305 mm wide x 103 mm deep.
 - .2 Cable trays shall be designed to accommodate a maximum calculated fill ratio of 50% to a maximum of 150 mm inside depth. Size tray to allow for a minimum of three (3) 4-pair Category 6 UTP cables for every 7.4 square meters of useable floor space.
 - .3 Located such that no point within the usable area exceeds a distance of 10 meters from the tray.
 - .4 Terminating into the nearest telecommunications room on the floor.
- 5.7.9 The Lessor shall provide Category 3, #24 AWG multi-pair cables from the entrance room or space to one of the common telecommunications room(s) on the floor if they exist outside the Leased Premises or one of the telecommunications room(s) on the floor inside the Leased Premises. Provide a minimum of three (3) pairs per 7.4 square metres of useable floor space. The backbone cabling shall be terminated and clearly labelled at both ends.
- 5.7.10 Provide grounding and bonding infrastructure including telecommunications grounding bus bar, minimum #3/0 insulated bonding conductors and #3/0 insulated bonding backbone in accordance with TIA J-STD-607-B.
- 5.7.11 Label pathways and grounding infrastructure in accordance with ANSI/TIA/EIA-606.

5.8 FIRE ALARM SYSTEMS

- 5.8.1 Where there is a base building fire alarm system, it shall be capable of accommodating additional devices as required to suit the Lessee's improvements in accordance with NBCC 3.2.4 Fire Alarm and Detection Systems.

5.9 ACCESSIBILITY ELECTRICAL COMPONENTS

- 5.9.1 User activated electrical components such as light switches, outlets, fire alarms, emergency telephones, etc., shall be installed in compliance with CAN CSA B651-18.

SCHEDULE "D" - CERTIFICATE OF COMPLIANCE

Leased Premises and Lease Number: _____
 Name of Lessor: _____
 Signed on behalf of the Lessor by: _____
 Dated: _____

This Certificate constitutes the Lessor's confirmation to the Lessee that all Work required and described in the Lease including the Schedule entitled "Standards for Leased Accommodation" has been completed in full.

All signatories hereto acknowledge that the acceptance of this Certificate of Compliance by the Lessee shall not be construed as nor shall it have the effect of a waiver or release of any of the obligations of the signatories.

ARCHITECTURAL Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____ <p align="right">c/s</p>
ELECTRICAL Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____ <p align="right">c/s</p>
MECHANICAL Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____ <p align="right">c/s</p>
FIRE PROTECTION Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____ <p align="right">c/s</p>
ENVIRONMENT Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____ <p align="right">c/s</p>
ACCESSIBILITY Name of Company: _____ Name of Signatory: _____	Signature: _____ Date: _____ <p align="right">c/s</p>

SCHEDULE "E" - CLEANING SPECIFICATIONS

	AREA TO BE CLEANED	TYPE OF CLEANING	FREQUENCY
1.	Walls and partitions	Spot cleaned	Daily
2.	Radiators & Grills & Air diffusers	Vacuumed Washed Dusted (radiators)	Once/six Mths Once/three Mths Daily
3.	Notice Boards	Cleaned	Once/month
4.	Hose cabinets	Cleaned & Dusted	Every two Mths
5.	Window sills	Dusted	Daily
6.	Stairs & Landings	Dust & sweep Washed - Basement to 3rd Washed - 3rd & above	Daily Daily Weekly
7.	Floors - linoleum, tile, etc.	Sweep Spray buff Wash & wax Strip & refinish Spot mopped	Twice/week Every two weeks Every two Mths Every two Years Daily
	Floors - terrazzo	Wash & Buff Strip & reseal	Weekly Once/per Year
	Rubber Slab Flooring	As per manufacturers instructions	As per manufactures instructions
	Floors - carpet	Vacuum Spot Clean Deep Steam Clean or Equivalent	Twice Weekly Daily Every two Years
	Floors - Carpet (High traffic areas only)	Deep Steam Clean or equivalent	Every six months
	Baseboards	Dusted	Daily
8.	Washrooms - fixtures - floors	Clean & disinfect As per 7 above except all floors to be washed Floors Machine Scrubbed Strip & refinish	Daily Daily Monthly Twice/Year
	- walls & partitions	Dust & spot cleaned	Daily
	- washroom supplies	Wash	Once/month
	- refuse	Replenish Removed	Daily Daily
9.	Furniture & Counters - desks, acoustical screens, etc.	Dust Polish Vacuum	Daily Monthly Monthly
10.	Drinking Fountains & Potable Water Dispensing Units	Clean & disinfect	Daily
11.	Waste receptacles	Emptied & Cleaned	Daily
12.	Light fixtures	Washed	Once/Year

AREA TO BE CLEANED	TYPE OF CLEANING	FREQUENCY
13. Inside Windows Exterior Windows	Cleaned (inside) Cleaned (outside) (Exterior cleaning where/when available)	Annually Annually
Glazing - doors, partitions	Cleaned Cleaned Spot Cleaned	Daily Once/4 Mths Daily
14. Venetian Blinds Drapes	Dust Wash Dry Cleaned	Every 2 Mths Once/Year Every 2 Years
15. Elevators Floors - resilient - carpet Metalwork Walls	Wash Wax Refinish Spot clean & vacuum Clean & polish Wash Spot clean	Daily Once/4 Mths Once/Year Daily Daily Once/3 Mths Daily
16. Grounds - debris - sidewalks, steps, landings - parking areas - lawns, flower beds	Remove Sand Removal snow & ice Cut, water, etc.	Daily As required As required As required
17. Entrances & Lobbies Floors Glazing, metalwork	Washed & buffed Waxed Spray Buffed Strip & Refinish Cleaned	Daily Once/month Weekly Once/Year Daily

Note # 1: Although frequency is defined as daily, Lessor must be prepared to provide cleaning services either during normal working hours or after hours as specified by the Lessee. There is to be no additional charge for daytime cleaning.

Note # 2: Items # 15, 16 and 17 are only applicable where we occupy a full building or have a separate entrance. It is not our intention to provide cleaning standards for common areas of a multi-tenancy building. If we have full occupancy of the building, item # 13 should be amended to read - Windows cleaned inside and out twice per year.

Note # 3: All cleaning and grounds maintenance supplies utilized shall, to the best extent possible, be environmentally friendly in nature and be so certified or approved. Cleaning and washroom supplies shall not contain phosphates and recycled paper products shall be used. All vacuuming equipment used within the premises shall be equipped with HEPA filters.

Note # 4: All cleaning staff are subject to the Lessee's security requirements. Six to eight weeks notice is required by the Lessee to security clear cleaning and maintenance personnel.

Note #5: The Lessor shall, at the sole discretion of the Lessee, provide to the Lessee cleaning schedules and plans of all periodics and all cleaning activities with a frequency of one month or more.

Multi-material and Paper Recycling Programs

.1 General

Part 1 - Multi-material Recycling Program

The Lessor shall supply and maintain an adequate number of multi-material recycling stations (a minimum of 1 station per floor in common areas of each floor in the Leased Premises) for source separation of different types of recyclable material. Each multi-material recycling station shall:

- .1 be installed in a well-lit, high traffic area acceptable to the Lessee;
- .2 be separated into categories (such as metal; rigid plastics; clear glass; etc) chosen in accordance with the recycling infrastructure available in the community in which the Building is located and as agreed to by the Lessee;
- .3 be equipped with proper bilingual signage;
- .4 be fitted with clear plastic garbage bags, or as may be required by the recyclable material hauler; and
- .5 be maintained in good working order, repaired and cleaned as needed.

Part 2 - Paper Recycling Program

- .1 Recyclable paper and cardboard, unless marked or agreed otherwise, remain the property of the Lessee and shall not be disposed of as garbage.
- .2 All recyclable paper and cardboard shall be collected from the paper recycling containers located at each workstation and throughout the Leased Premises.
- .3 The designated area shall be in a location that is easily accessible by the material hauler and shall be acceptable to the Lessee.
- .4 Cardboard removed from the Leased Premises shall be flattened piled in the designated area.
- .5 Outdated phone books shall be collected and placed in the designated area as required.

.2 Daily

- .1 Collect paper from paper recycling containers in high generation areas (e.g. photocopy rooms).
- .2 Remove surface contamination/garbage from the central paper collection containers and multi-material recycling stations, as applicable.
- .3 Collect overflowing material from multi-material recycling stations, as required, to avoid overflow, bad odour and to maintain sanitary conditions.

.3 Weekly (Tuesday)

- .1 Transfer paper from paper recycling containers at each workstation and throughout the Leased Premises into central paper collection containers and store in the designated area .
- .2 Collect all recyclable material from multi-material recycling stations by replacing the clear plastic storage bag with a new bag..
- .3 Clean the exterior of the multi-material recycling stations.

.4 Monthly (last week of each month)

- .1 Wash and disinfect the interior and exterior of the central paper collection containers and multi-material recycling stations.

SCHEDULE "F" - TERMS AND CONDITIONS APPLICABLE TO THE LESSEE'S IMPROVEMENTS

The Lessor and the Lessee have agreed that, for purposes of setting out the scope of the various projects that will comprise the improvements to be made, the plans and specifications therefor, the commencement date, the completion date and the sum payable for the execution of the Work, the Lessor and the Lessee will enter into sub-agreements, hereinafter referred to as the "Sub-agreement" which shall form a part of the Lease, and to which the terms, conditions and provisions of this Schedule shall apply as if they were fully set out in such Sub-agreement.

1. DEFINITIONS

In this Schedule,

Completion Date means the date set for completion of the Work as specified in a Sub-agreement.

Latent Defect means a defect in the Work which would not ordinarily be observed during a walk-through inspection.

Lessee's Representative means the person(s) identified by the Lessee, from time to time, as its representative(s) to act for the Lessee in matters associated with any Sub-agreements.

Lessor's Representative means the person identified by the Lessor, from time to time, as its representative to act for the Lessor in matters associated with any Sub-agreements.

Management Fee means an amount calculated by applying a percentage, as specified in Clause 6 of this Schedule, to the cost of the Work and which percentage is chargeable by the Lessor with respect to the carrying out of its obligations as set forth in Clause 2 of this Schedule.

Sub-agreement means individual supplemental agreements or contracts substantially in the form attached hereto as Appendix 1 and made between the parties hereto related to the Work to be performed from time to time and to which the terms, conditions and provisions of this Schedule apply.

Sub-contractor means any architect, engineer, consultant, construction firm or other contractor engaged by the Lessor in connection with the completion of the Work.

Work means all of the work set forth in the Statement of Work which shall form part of Sub-agreement(s) entered into from time to time between the Lessor and the Lessee and which may include, but is not limited to, the development of the required plans, drawings and estimates, including supporting architectural and engineering studies, required permits, and the construction work necessary to alter or improve the Leased Premises and building systems, all of which shall be performed in a careful and workmanlike manner and to the satisfaction of the Lessee.

2. MANAGEMENT BY LESSOR

The Lessor shall;

- (a) Subject to the prior approval of the Lessee, invite bids from qualified sub-contractors in a number acceptable to the Lessee and who are deemed qualified in the Lessee's opinion;
- (b) Subject to the Lessee's prior approval, issue Addenda to all potential bidders to modify and/or clarify the plans and specifications as and when required prior to the date and time set for receipt of the bids in accordance with good business practice;
- (c) Reserve the right to accept any bid whether it is the lowest or not, or to reject any or all bids, at the Lessor's discretion in consultation with the Lessee;
- (d) Ensure that all bids provide a detailed breakdown of all component costs to the extent considered necessary by the Lessee for purposes of evaluation and include, when requested by the Lessee, Unit Price Tables in a format agreed to by the Lessee;
- (e) Ensure that all bids received by the Lessor are sealed and opened in the presence of the Lessee, at a specified date, time and location;
- (f) Submit such bids to the Lessee for review prior to the selection of all Sub-contractors to be engaged by the Lessor for the development and/or completion of the Work;
- (g) Provide that any Sub-contractors engaged by the Lessor with respect to the performance of the Work shall comply with the terms and conditions of this Schedule which can reasonably be applied to any of the sub-contracts and undertakings;

- (h) Co-ordinate all Sub-contractors, labour and material acquisitions necessary for the development, full execution, completion and delivery, ready for use, of the Work.
- (i) Ensure that any municipal approvals or permits required are obtained prior to start of construction;
- (j) Conduct walk-through inspections, as required, to prepare lists and estimated costs of items needing additional or remedial work and complete such additional or remedial work in a manner and time frame satisfactory to the Lessee;
- (k) Upon partial or total completion of the Work, provide to the Lessee an Interim or a Final Certificate of Completion, as applicable, signed and sealed in the manner set forth herein;
- (l) Upon total completion of the Work, and upon request by the Lessee's Representative, provide the Lessee with a Workplace Safety and Insurance Board clearance certificate from each Sub-contractor and provide the Lessee with the Lessor's Statutory Declaration in the format set forth in Appendix 4 hereto;
- (m) Within thirty (30) days following the date of issuance of the Final Certificate of Completion, provide the Lessee with as-built drawings setting forth a record of the Work (if it is expressly requested in the Statement of Work appended to and forming part of the Sub-agreement, the as-built drawings shall also be provided in the electronic format specified by the Lessee).

3. **CHANGES**

- (a) The Lessee may, at any time before the completion of the Work, make changes to the Work by written instructions to the Lessor.
- (b) If the change requested by the Lessee causes an increase to the cost of the Work, prior to commencing any such change, the Lessor shall obtain and deliver to the Lessee a quotation of the total cost of such change excluding any Management Fee. Upon receipt of the Lessee's written authorization to proceed with the change, the Lessor shall incorporate any such change into the Work as if the same had appeared in and been part of the Sub-agreement and the amount of the Work payable pursuant to the Sub-agreement shall be increased by the cost of such change.
- (c) If the change requested by the Lessee causes a decrease to the cost of the Work, the amount to be paid pursuant to the Sub-agreement shall be decreased by an amount agreed upon by the Lessor and the Lessee.

4. **COMPLETION**

- (a) Upon the full completion of the Work, the Lessor shall, at the Lessor's expense, deliver to the Lessee for the Lessee's approval a Final Certificate of Completion (in the format set forth in Appendix 2 hereto) which Certificate shall be signed and sealed by the Lessor's Architect and Engineers certifying that the Work has been satisfactorily completed and is in full compliance with provisions of the said Certificate. Further, the Certificate of Completion shall be countersigned by the Lessor's representative certifying that, the Leased Premises together with the Lessee's Improvements thereto are in full compliance with the provisions, requirements and standards of the Lease.
- (b) Prior to the full completion of the Work the Lessor may issue an Interim Certificate of Completion meeting the provisions of subclause (a) of this Clause and in the format set forth at Appendix 3 for the Work which has been satisfactorily completed and clearly describing therein the portions of the Work, along with their monetary value, which have yet to be completed by the Lessor. The Interim Certificate of Completion shall be signed and sealed in accordance with the provisions of sub-clause (a) hereof for the portion of the Work which is completed.
- (c) For any Certificate issued by the Lessor pursuant to sub-clauses (a) and (b) of this Clause, if the Lessee's Representative is of the opinion that the Work is not substantially completed as described in the said Interim or Final Certificate of Completion, the Lessee's Representative may notify the Lessor in writing (hereinafter referred to as the Lessee's Notice) to rectify any other portions of the Work not completed to the satisfaction of the Lessee Representative. Upon receipt of the Lessee's Notice, the Lessor shall complete such Work to the satisfaction of the Lessee.
- (d) The Lessee's acceptance of the Lessor's Interim and/or Final Certificate of Completion shall not be construed as nor shall it have the effect of a waiver or release of any of the obligations of the Lessor.

5. EXTENSION FOR COMPLETION OF THE WORK

The Lessee may, on the application of the Lessor made in writing before the date fixed for completion of the Work, extend the time for completion of the Work by fixing a new completion date if, in the opinion of the Lessee, one of the following applies:

- (a) (i) causes beyond the control of the Lessor and not within the control of the Lessee have delayed its completion; and
- (ii) in the event that the Work being performed by the Lessor consists of the Lessee's Improvements to be completed prior to the Lease Commencement Date the Lessor agrees that the rent reserved under the Lease shall abate for the period of extension.
- (b) (i) causes within the control of the Lessee have delayed the completion of the Work; and
- (ii) in the event that the Work being performed by the Lessor consists of the Lessee's Improvements to be completed prior to the Lease Commencement Date the Lessee agrees that there shall be no abatement of the rent reserved under the Lease.

6. PAYMENT BY LESSEE

- (a) As consideration for the execution of the Work and subject to the provisions hereof, the Lessee shall pay to the Lessor, as Additional Rent under this Lease, the amount specified in the Sub-agreement.
- (b) The amount specified in the Sub-agreement shall include the applicable Management Fee and the aggregate of all the sums payable by the Lessor to Sub-contractors pursuant to the low bid or bids received in respect of the Work, or any other amount agreed to by the Lessee, and shall be subject to adjustment as follows:
 - (i) the amount shall be increased by a sum equal to the total cost of all increases in the cost of the Work, if any, approved by the Lessee and determined in accordance with the provisions of this Schedule; and
 - (ii) the amount shall be decreased by a sum equal to the total cost of all decreases in the cost of the Work, if any, determined in accordance with the provisions of this Schedule.
- (c) Unless specifically agreed otherwise in the Sub-agreement, the Management Fee shall be calculated as follows:
 - (i) for soft cost portions of the Work not covered in subclause (c)(ii) hereunder, the Management Fee shall be 5%, (for the purposes of this subclause, soft costs shall include those costs arising out of consultant contracts, cabling contracts, building permits, design or engineering service contracts and similar contracts);
 - (ii) for the construction portion of the Work:
 - (aa) if the total construction value is up to \$30,000 15% Mgt. Fee
 - (bb) from \$30,000 to \$45,000: \$4,500.00
 - (cc) if the total construction value exceeds \$45,000 10% Mgt. Fee

The management fees referred to above, shall be full and final compensation for all costs arising out of or connected to the Lessor's obligations as set forth in Clause 2.

- (d) During the implementation of the Work, the Lessor may submit Progress Claims, in the form set forth in Appendix 5 hereto, to the Lessee's Representative each of which clearly sets forth the amount being claimed for Work satisfactorily performed to that date plus the applicable Management Fee. Subject to verification by the Lessee's Representative, payment by the Lessee shall be made no later than thirty (30) days after receipt of such Progress Claim. If, within fifteen (15) days of receipt of a Progress Claim, additional information is required by the Lessee's Representative, the thirty (30)-day period shall commence upon receipt of the requested information. Payment of any amount claimed may, at the discretion of the Lessee's Representative, be subject to a 5% holdback on the construction portion of the Work which shall be released to the Lessor with the final payment in accordance with sub-clause (e)(ii) herein. There shall be no holdback on Progress Claims for soft costs.
- (e) The payment by the Lessee to the Lessor of the Additional Rent hereinbefore specified shall be made in the following manner:

- (i) not later than sixty (60) days after the date of acceptance by the Lessee of an Interim Certificate of Completion pursuant to this Schedule, the Lessee shall pay to the Lessor an amount not to exceed 95% of the amount described in the Sub-agreement less an amount equal to the cost, as determined by the Lessee's Representative, of completing the items and doing the things described in the said Interim Certificate, and less any progress payment made pursuant to subclause (d) of this Clause.
- (ii) not later than sixty (60) days after the date of acceptance by the Lessee of a Final Certificate of Completion pursuant to this Schedule the Lessee shall pay to the Lessor the amount described in this Clause less any payments made pursuant to subclause (d) and subclause (e)(i) of this Clause.

7. INDEMNITY

The Lessor shall indemnify and save harmless the Lessee from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the execution of the Work **unless caused by the neglect or fault of the Lessee.**

8. DEFAULT

- (a) (i) In the event that the Lessor has made default or delayed in commencing or in diligently executing the Work or any portion thereof and the Lessee gives written notice thereof to the Lessor and has by such notice required the Lessor to put an end to such default or delay, and such default or delay is not corrected by the Lessor in the time frame specified in the Lessee's notice, the Lessee's Representative may, without any other authorization, take all or any part of the Work out of the Lessor's hands and may employ such means as the Lessee's Representative may see fit to complete the Work.
- (ii) If the Work or any portion thereof is taken out of the Lessor's hands under paragraph (a)(i), the Lessee may, notwithstanding anything to the contrary, deduct, set off and hold back to the Lessee's own use forever any amount payable or becoming payable pursuant to the provisions of this Schedule and under the Lease equal to the amount expended by the Lessee in completing the Work, as well as an amount equal to all expenses and damages incurred or sustained by the Lessee as a result of the Work not being completed by the date fixed for its completion.
- (iii) The taking of the Work or any portion thereof out of the Lessor's hands under paragraph (a) shall not operate so as to relieve or discharge the Lessor from any obligation set forth herein or imposed upon the Lessor by law except the obligation to complete the physical execution of that part of the Work so taken out of the Lessor's hands.
- (b) (i) In the event that the Lessor does not complete the Work by the date set forth in the Sub-agreement but does complete the Work thereafter, the Lessor shall pay to the Lessee;
 - (aa) an amount equal to all expenses and damages incurred or sustained by the Lessee during the period of delay, including all salaries, wages and travelling expenses paid by the Lessee to persons superintending the Work during the period of delay, as a result of the Work not being completed by the date fixed for its completion; and
 - (bb) where the Lessor has an obligation to complete the Work prior to the Lease Commencement Date, an amount equal to the rent payable under the Lease during the period of delay for the Leased Premises or any part thereof which, in the opinion of the Lessee, cannot be occupied and used by the Lessee for the Lessee's purposes under the Lease by the date fixed for completion of the Work.

The Lessee may, notwithstanding anything to the contrary, deduct, set off and hold back to the Lessee's own use forever any amount payable or becoming payable pursuant to the provisions of this Schedule and under the Lease equal to the amount payable to the Lessee under this subclause (b).

- (ii) For the purposes of this subclause (b), "period of delay" means the period commencing on the day fixed by a Sub-agreement for completion of the Work and ending on the day the Lessee's Representative determines that the Work has been fully completed.
- (c) In the event that any contractor, subcontractor, worker or supplier of material is found to be unpaid at any time in respect of the completion of the Work, the Lessee may pay any amount

that is lawfully due and payable by the Lessor to such subcontractor, worker or supplier, and deduct from and set off the amount expended by the Lessee from any amount payable pursuant to the provisions of this Schedule and under the Lease, which payment shall be a discharge of the Lessee's obligation to pay such amounts.

9. DEFECTS

- (a) Without restricting any warranty or guarantee implied or stipulated by law the Lessor shall, at the Lessor's expense **rectify and make good any defect**, fault, or latent defect however caused, that appears in the Work within twelve (12) months from the date of issuance of the Final Certificate of Completion.
- (b) If any defect, fault, or latent defect appears in the Work and the Lessee is of the opinion that it is one which the Lessor is obligated to remedy and make good, the Lessee may direct the Lessor to remedy and make good the defect, fault, or latent defect by giving notice to the Lessor, hereinafter called the Lessee's Notice, of the existence of the defect, fault, or latent defect and specifying the time within which the defect, fault, or latent defect is to be rectified and made good.
- (c) The Lessor shall promptly rectify and make good the defect, fault, or latent defect described in the Lessee's Notice. Upon failure of the Lessor to do so, the Lessee shall be entitled to rectify and make good such defect, fault, or latent defect and deduct and set off the amount expended by the Lessee from the Rent or Additional Rent payable under the Lease, which payment shall be a discharge of the Lessee's obligation to pay such Rent or Additional Rent.

10. PERMITS AND BY-LAWS

The Lessor shall comply and shall ensure that its contracts with all sub-contractors oblige them to comply with all laws and regulations relating to, or applicable to the Work.

11. GENERAL

- (a) The provisions of this Schedule are collateral to certain provisions of the Lease and to the extent that any provisions of the Lease have a direct bearing on any provisions of this Schedule or the performance of the Work, they are incorporated herein by reference and form part hereof, provided however, that if any provision of the Lease and any provision of this Schedule are in conflict with respect to the execution of the Work, the provision of this Schedule shall prevail or take precedence.
- (b) For Work which is carried out while the Leased Premises are occupied by the Lessee, the following provisions shall apply:
 - (i) The Lessor shall be responsible for any loss or damage to any property of the Lessee arising out of the performance of the Work unless such loss or damage arises from causes beyond the control of the Lessor, its sub-contractors or its suppliers.
 - (ii) The Lessor shall remove from the Leased Premises, from time to time and as directed by the Lessee's Representative, all building rubbish or debris connected to the Work.
 - (iii) The Lessor shall not erect or permit the erection of any sign or advertising at the site of the Work.
 - (iv) The Lessor shall perform the Work with minimum disturbance to employees of the Lessee and the general public and shall obtain the approval of the Lessee's Representative for the hours during which the Work shall be performed.
 - (v) The Lessor shall repair and make good all parts of the existing Lessee's Improvements damaged by the execution of the Work.
 - (vi) Unless specified otherwise by the Lessee, all Work shall be equal in kind, quality and finish set forth in the Standards for Leased Accommodation which forms part of the Lease.
 - (vii) The Lessor shall ensure continuity of building services and necessary access for employees of the Lessee and the general public.
 - (viii) The Lessor shall remove and replace forthwith any superintendent or worker not acceptable to the Lessee's Representative due to unacceptable workmanship or improper conduct.
 - (ix) The Lessor shall provide and cause all persons employed in the Leased Premises to provide personal data for security screening purposes with the understanding that, on occasion, fingerprint verification may be required. The Lessee's representative shall

have the right to have any individual removed from the Leased Premises for security reasons, notwithstanding the results or status of any security screening.

- Attachments:
- Appendix-1 - Specimen Sub-agreement for the Lessee's Improvements
 - Appendix-2 - Specimen Final Certificate of Completion of Lessee's Improvements
 - Appendix-3 - Specimen Interim Certificate of Completion of Lessee's Improvements
 - Appendix-4 - Lessor's Statutory Declaration
 - Appendix-5 - Claim for Progress Payment

**APPENDIX 1
SPECIMEN SUB-AGREEMENT
FOR THE LESSEE'S IMPROVEMENTS**

APPENDIX 1 - SPECIMEN SUB-AGREEMENT FOR LESSEE'S IMPROVEMENTS

THIS SUB-AGREEMENT No. _____ dated day of , [year] _____,

BETWEEN: _____, hereinafter called the "Lessor",

- AND -

HER MAJESTY THE QUEEN in right of Canada, represented by the Minister of Public Works and Government Services, hereinafter called the "Lessee"

WHEREAS the Lessor and the Lessee, under date of the day of , [year] _____, have entered into a Lease No. _____, hereinafter called the "Lease" pursuant to which the Lessor has agreed to make Lessee's Improvements to the Leased Premises demised under the Lease from the Lessor to the Lessee

AND WHEREAS the Lessor and the Lessee, pursuant to the Schedule of the Lease, entitled "Terms and Conditions Applicable to the Lessee's Improvements" and hereinafter called the "Schedule", have agreed to enter in this Sub-agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. TERMS AND CONDITIONS

All terms, conditions and provisions of the Schedule are made by reference a part hereof and all such terms, conditions and provisions, unless specifically modified herein, shall apply hereto as though they were expressly written, incorporated and included herein.

2. PERFORMANCE

On or before day of , [year] _____, the Lessor shall promptly undertake and commence the Work and on or before the day of , [year] _____, the Lessor shall complete the incorporation into the Leased Premises of all the Work, set forth and described in the Statement of Work attached hereto, in a careful and workmanlike manner and to the satisfaction of the Lessee.

3. PAYMENT

(a) As consideration for the execution of the Work, the Lessee shall pay to the Lessor the amount of _____ dollars (\$_____) broken down as follows:

(i) the amount of _____ dollars (\$_____), subject to adjustment as provided in the Schedule for the construction portion of the Work; and

(ii) the amount of _____ dollars (\$_____), subject to adjustment as provided in the Schedule for the soft cost portion of the Work, and

(iii) the amount of _____ dollars (\$_____) representing the Management Fee based on the aforesaid amount and calculated in the manner provided in the Schedule.

4. REPRESENTATIVES

For the purpose of this Sub-agreement:

(a) All inquiries, requests, instructions, authorizations and other communications with respect to matters covered in this Sub-agreement shall be made to the Lessor's Representative or the Lessee's Representative(s), as the case may be;

(b) The Lessee's Representative who can authorize any changes to this Sub-agreement is _____ and the Lessor is not to perform work in addition to or outside the scope of this Sub-agreement based on verbal or written requests or instructions from any representative of the Lessee other than the aforementioned Lessee's Representative or his/her replacement;

(c) The Lessee's Representative who will inspect and accept the Work performed under this Sub-agreement is _____, or his/her replacement; and

(d) The Lessor's Representative is _____.

STATEMENT OF WORK

This Statement of Work when prepared as part of the Sub-agreement for Lessee's Improvements for the execution of the Work will consist of any or all of the following:

- Description of the Work
- Floor Layouts
- Plans and Specifications (to be identified in this Appendix as separate documents being part of the Statement of Work)
- Unit Price Table (if applicable)
- Electronic format in which the as-built drawings shall be provided by the Lessor.

APPENDIX 2
SPECIMEN INTERIM CERTIFICATE OF
COMPLETION OF LESSEE'S IMPROVEMENTS

APPENDIX 2 - SPECIMEN INTERIM CERTIFICATE OF COMPLETION OF LESSEE'S IMPROVEMENTS

PART A

Leased Premises and Lease Number: _____
 Name of Lessor: _____
 Sub-agreement No.: _____

 Interim Certificate of Completion No.: _____
 Date of Interim Inspection: _____

 Signed on behalf of the Lessor by: _____
 Dated: _____

PART B

This Interim Certificate of Completion constitutes the Lessor's confirmation to the Lessee that all Work described in the said Sub-agreement, except for the portions of the Work listed under Part C hereto, has been satisfactorily completed per the Plans and Specifications No. _____ dated _____ .

All signatories hereto acknowledge that the acceptance of this Interim Certificate of Completion by the Lessee shall not be construed as nor shall it have the effect of a waiver or release of any of the obligations of the signatories.

<p>ARCHITECTURAL Name of Company: _____ Name of Signatory: _____</p>	<p>Signature: _____ Date: _____</p> <p align="right">c/s</p>
<p>ELECTRICAL Name of Company: _____ Name of Signatory: _____</p>	<p>Signature: _____ Date: _____</p> <p align="right">c/s</p>
<p>MECHANICAL Name of Company: _____ Name of Signatory: _____</p>	<p>Signature: _____ Date: _____</p> <p align="right">c/s</p>
<p>FIRE PROTECTION Name of Company: _____ Name of Signatory: _____</p>	<p>Signature: _____ Date: _____</p> <p align="right">c/s</p>

PART C - INTERIM CERTIFICATE OF COMPLETION

Sub Agreement No. _____

Defects, Faults, Incomplete Work, etc.		
Description of Defect, Fault or Incomplete Work	Estimated Cost for correction or completion	
	Defects or Faults	Incomplete Work
Sub-totals		
Grand Total		

PART C (Cont'd) - Lessor Certification (if applicable)

The work noted in Part C above will be rectified on or before the [day] day of [month] , year .

Lessor's Signature

Date

APPENDIX 3
SPECIMEN FINAL CERTIFICATE OF
COMPLETION OF LESSEE'S IMPROVEMENTS

APPENDIX 3 - SPECIMEN FINAL CERTIFICATE OF COMPLETION OF LESSEE'S IMPROVEMENTS

PART A

Leased Premises and Lease Number: _____
 Name of Lessor: _____
 Sub-agreement No.: _____

Interim Certificate of Acceptance Dated: _____
 Date of Final Inspection: _____

Signed on behalf of the Lessor by: _____
 Dated: _____

PART B

This Certificate of Completion constitutes the Lessor's confirmation to the Lessee that all Work described in the said Sub-agreement has been satisfactorily completed and that the Leased Premises together with the Lessee's Improvements thereto are ready for use by the Lessee and are in full compliance with the plans and specifications No. _____ and dated _____ .

All signatories hereto acknowledge that the acceptance of this Certificate of Completion by the Lessee shall not be construed as nor shall it have the effect of a waiver or release of any of the obligations of the signatories.

<p>ARCHITECTURAL Name of Company: _____ Name of Signatory: _____</p>	<p>Signature: _____ Date: _____</p> <p style="text-align: right;">c/s</p>
<p>ELECTRICAL Name of Company: _____ Name of Signatory: _____</p>	<p>Signature: _____ Date: _____</p> <p style="text-align: right;">c/s</p>
<p>MECHANICAL Name of Company: _____ Name of Signatory: _____</p>	<p>Signature: _____ Date: _____</p> <p style="text-align: right;">c/s</p>
<p>FIRE PROTECTION Name of Company: _____ Name of Signatory: _____</p>	<p>Signature: _____ Date: _____</p> <p style="text-align: right;">c/s</p>

APPENDIX 4 STATUTORY DECLARATION

APPENDIX 4 – STATUTORY DECLARATION

 Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

STATUTORY DECLARATION

Canada
Province or Territory
of _____

IN THE MATTER OF a contract bearing no. _____
and dated the _____ day of _____
between **HER MAJESTY THE QUEEN** in right of Canada, and

_____ (Insert full name of Contractor)
hereinafter referred to as the Contractor,
for _____ (Description and Location of Work)
and _____

IN THE MATTER OF (indicate by CHECKMARK- ✓ in APPLICABLE BOX)

- a **PROGRESS CLAIM** covering work done thereunder up to the _____ day of _____.
- the **CERTIFICATE OF SUBSTANTIAL COMPLETION** relating thereto.
- the **CERTIFICATE OF COMPLETION** of the work thereunder.

TO WIT:

I, _____, of _____
(Print or type name of Declarant) (Declarant's address)

do solemnly declare:

(1) that I am _____
(Print or type Declarant's title or position with the Contractor or state that Declarant is the Contractor)

and as such have personal knowledge of the said Contract and of the facts and matters stated herein.

(2) **(indicate by CHECKMARK - (✓) in APPLICABLE BOX)**

- that, up to the date of the attached Progress Claim, the **CONTRACTOR** has complied with all its lawful obligations in respect of the Labour Conditions, discharged all its lawful obligations to workmen in respect of the work contracted for and has discharged all its lawful obligations to its subcontractors and suppliers except for holdback monies properly retained, payments deferred by agreement or amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.
- that, up to the effective date of the **CERTIFICATE OF SUBSTANTIAL COMPLETION**, the **CONTRACTOR** has complied with all its lawful obligations in respect of the Labour Conditions, fully discharged all its lawful obligations to workmen, its subcontractors and suppliers in respect of the work contracted for and, in the case of a **NON-RESIDENT CONTRACTOR**, to the provincial tax authority respecting the payment of all applicable provincial taxes arising from or related to the performance of the work under the Contract, except for holdback monies properly retained, payments deferred by agreement or amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.
- that, up to the date of the **CERTIFICATE OF COMPLETION**, the **CONTRACTOR** has complied with all its lawful obligations in respect of the Labour Conditions, fully discharged all its lawful obligations to workmen, its subcontractors and suppliers in respect of the work contracted for and discharged and satisfied all lawful claims against it that arose out of the performance of this Contract except for holdback monies properly retained, payments deferred by agreement or amounts withheld by reason of legitimate dispute which have been identified to the party or parties, from whom payment has been withheld.

(3) that the total amounts of \$ _____ (if nil, state nil) were withheld by reason of legitimate dispute for which a statement is attached as part of this declaration, explaining in detail the reason(s) of the dispute(s) and identifying the party or parties from whom payment has been withheld.

And I make this **SOLEMN DECLARATION** conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the **CANADA EVIDENCE ACT**.

DECLARED before me at _____

this _____ day of _____,

(Signature of person before whom the Declaration is made)

(Print name of person before whom the Declaration is made)

A Notary Public, Commissioner, etc. _____

(Please state authority for receiving declarations. Notaries to affix Notarial Seal)


(Signature of Declarant)

NOTICE

If this Declaration is not complete in every detail, it will be returned for completion and payment will be delayed. The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction penalties including fines or imprisonment.

APPENDIX 5 CLAIM FOR PROGRESS PAYMENT

APPENDIX 5 - CLAIM FOR PROGRESS PAYMENT

 Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada

**Claim for Progress Payment
Demande de paiement progressif**

*If necessary, use form PWGSC-TPSGC 1112 to record detail costs
Si nécessaire, utiliser le formulaire PWGSC-TPSGC 1112 pour inscrire les coûts détaillés*

Contractor's Name and Address Nom et adresse de l'entrepreneur	Claim No. N° de la demande	Date (YY-MM-DD - AA-MM-JJ)	Contract Price - Prix contractuel
	File No. - N° du dossier	Contract Serial No. N° de série du contrat	
Contractor's Procurement Business Number (PBN) Numéro d'entreprise-appvisionnement (NEA) de l'entrepreneur	Financial Code(s) - Code(s) financier(s)		

Contractor's Report of Work Progress (if needed, use additional sheets)
Compte rendu de l'avancement des travaux par l'entrepreneur (si nécessaire, utiliser des feuilles supplémentaires)

Period of work covered by the claim Période des travaux visée par la demande ▶	Current Claim Demande courante		Previous Claims Demandes précédentes		Total to Date Total à date
Description: (Expenditures must be claimed in accordance with the basis and/or method of payment of the contract) Description : (Les dépenses doivent être réclamées conformément à la base de paiement et (ou) à la méthode de paiement du contrat).	(A)	Tax Rate Taux de taxe	(B)	Tax Rate Taux de taxe	(A + B)
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
Contractor's GST No. N° de TPS de l'entrepreneur	Subtotal Sous-total				
	Goods and Services Tax (GST) / /Harmonized Sales Tax (HST) Taxe sur les produits et services (TPS) / Taxe de vente harmonisée (TVH)				
	Total				
	Less holdbacks on expenditures only (GST/HST excluded) Moins les retenues sur les dépenses uniquement (TPS/TVH en sus)				
Total Amount of Claim (including GST/HST included) Montant total de la demande (TPS/TVH incluse)					
Percentage of the work completed Pourcentage des travaux achevés	%	Current Claim Demande courante	▶	Amount due Montant dû	



PWGSC-TPSGC 1111 (05/2011)

SCHEDULE "G" - DIRECT DEPOSIT ENROLMENT FORM FOR LESSORS



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

PROTECTED "A" when completed
PROTÉGÉ « A » lorsque rempli

**Direct Deposit
Enrolment Form
For Lessors**

Privacy Notice: The personal information is collected under the Financial Administration Act, ss. 17(1) and 35 (2). The information is used and disclosed to relevant federal program(s) and your financial institution for direct deposit purposes. Direct deposit payments can not be made without provision of information requested. Personal information is protected in accordance with the provisions of the *Privacy Act*. Under the Act, individuals and businesses have a right to request access and correct their personal information, if erroneous or incomplete.

Print clearly and in block letters. Please keep the appropriate federal government department informed of any changes to your mailing address. Should the department require clarification on the data you have provided, they will contact you.

You can send this form and voided cheque either by:

1. By submitting information to the address of the regional office as specified in the "Notice" clause of your lease, or
2. By digitizing the information and sending it to:

Leasing.Location@pwgsc.gc.ca

**Formulaire d'inscription
au dépôt direct
pour les locataires**

Avis de confidentialité : Les renseignements personnels sont recueillis en vertu de la Loi sur la gestion des finances publiques, par. 17(1) et 35(2). Les données sont utilisées et divulguées à des programmes fédéraux pertinents et à votre institution financière aux fins de dépôt direct. Les paiements par dépôt direct ne peuvent être effectués sans que les renseignements requis aient été fournis. Les renseignements personnels sont protégés conformément aux dispositions de la *Loi sur la protection des renseignements personnels*. En vertu de cette loi, toute personne ou entreprise a le droit de demander d'accéder à leurs renseignements personnels et à corriger ces derniers s'ils sont erronés ou incomplets.

Écrivez lisiblement et en lettres moulées. Veuillez informer le ministère fédéral approprié de tout changement d'adresse. Un représentant du ministère communiquera avec vous si des clarifications sur les données que vous avez fournies sont nécessaires.

Vous pouvez faire parvenir ce formulaire et le spécimen du chèque, soit :

1. En faisant parvenir l'information à l'adresse du bureau régional tel que stipulé à la clause « Avis » de votre bail ; ou
2. En numérisant l'information et en l'envoyant à l'adresse suivante :

Location.Leasing@tpsgc.gc.ca

PART A - PARTIE A

1) Business Name Nom de l'entreprise	<input type="text"/>		
Business Address Adresse de l'entreprise	(Include Unit No., R.R. or P.O. Box) (Indiquer le n° d'unité, la route rurale ou la case postale)		
	<input type="text"/>		
	<input type="text"/>		
City, Town Ville	<input type="text"/>	<input type="text"/>	<input type="text"/>
Postal Code Code postal	<input type="text"/>		
2) Authorized Representative Name Nom du représentant autorisé	<input type="text"/>		
Email Address 1 Adresse courriel 1	<input type="text"/>		
Email Address 2 Adresse courriel 2	<input type="text"/>		
Telephone Number Numéro de téléphone	<input type="text"/>	Fax Number Numéro de télécopieur	<input type="text"/>
3) Procurement Business Number (PBN) Numéro d'entreprise-approvisionnement (NEA)	<input type="text"/>		

PWGSC-TPSGC 468 (2013/12)



PART B - PARTIE B

Attach a blank cheque for your bank account with "VOID" written on it.

Joignez un spécimen de chèque portant la mention « NULL » au recto.

Name / Nom P.O. Box / C.P. 000 City / Ville, Canada H0H 0H0	Example / Exemple	Cheque No. N° de chèque	0000000
Pay to the order of Payez à l'ordre de	"Void" « Null »		
			Dollars
		Signature	
"0000000"	"00000"000	000000"0	

PART C - PARTIE C

I, as an authorized representative of this business, grant the Receiver General of Canada the right to deposit future payment(s) directly into the bank account specified until notice.

En tant que représentant(e) autorisé(e) de cette entreprise j'accorde au receveur général du Canada le droit de déposer les prochains paiements directement dans le compte bancaire désigné, et ce, jusqu'à nouvel ordre.

Date (YYYYMMDD)
Date (AAAA-MM-JJ)

Signature of Authorized Representative
Signature du (de la) représentant(e) autorisé(e)

Preferred Language
Langue de préférence

English
Anglais

French
Français

SCHEDULE "H" – ASBESTOS MANAGEMENT PLAN

Appendix 1 – Asbestos Management Plan

The Asbestos Management Plan (AMP) is a key component in the management of asbestos in a building. The AMP is prepared by a *qualified person* and it identifies at a minimum: the type of asbestos, location, condition and the associated risks and potential impacts to occupants and visitors.

The AMP clarifies roles and responsibilities of the Lessor and the Lessee, and sets out procedures to control the risks to occupants and visitors. The Asbestos Action Plan is a matrix that identifies the actions to be taken to avoid risks.

The AMP typically includes:

- **Executive Summary:** Written in layman's terms and simple language while ensuring technical language is supported with meaningful context. Information that represents the highest risk to occupants should be prioritized in the text. When a non-compliance is identified, the relevant section from the Regulation or Code along with a summary of the aspects of the non-compliance must be provided.
- **Introduction:** Outlines Regulatory or Code requirements for the particular building and includes the federal employer's obligations under the Canada Labour Code and applicable provincial acts and regulations. Also outlines the purpose, scope, and limitations of the AMP.
- **Definitions, a Contact List, and Building Specific information.**
- **A description of Scope and Methodology for asbestos management in the building:** outlines which industry standards are applicable.
- **Summary of the Survey of Asbestos Containing Material:** presents the results of the survey organized in a coherent fashion and in layman's terms.
- **Asbestos Management Practices:** includes background information on asbestos, classification of asbestos-related work, work procedures, emergency response procedures, and asbestos training and education.
- **Asbestos Action Plan:** provides details on how to address any issues identified along with expected timelines - prioritized by urgency.

Appendix 2 – Asbestos Inventory Reassessment Report

Asbestos Inventory Reassessment Report is a visual review by a *qualified person* of all items found in the asbestos inventory, which forms part of the Asbestos Management Plan. The report includes an executive summary in layman’s language, a list of damaged asbestos complete with recommended actions and supported with photographs, conclusion and recommendations.

The following template outlines the minimum requirements to include in all Asbestos Re-Assessment reports.

Table of Contents

- Include list of tables and list of Appendices
At minimum, appendices will include:
 - photographs of damaged asbestos (clearly labeled linking to findings tables)

Executive Summary

Please note the following when preparing the executive summary:

1. Executive summary shall be written in layman’s terms. Make every effort to use simple language and where technical information is used place context for the average reader.
2. Make reference to the previous year reassessment and the status of any areas previously identified as Action level 1
3. When identifying asbestos materials make note if the location is accessible to building occupants, maintenance staff, or contractors

Introduction

- Outline the regulatory and “other” requirements
 - Applicable requirements under the Canada Labour Code
 - Applicable provincial acts and regulations
- Purpose
- Scope
- Limitations of the assessment conducted

Methodology

- Include how industry standards are used when assessing condition of materials as well as accessibility

Survey Findings

- Include a general description of the building
- Findings shall be presented in a table format as follows:
 - Table 1 – Summary of Findings (Action level 1 – including any newly discovered materials in table 3 which are considered Action level 1). Include a note that items in this table should be actioned as soon as possible
 - Table 2 – Summary of Findings (for all materials other than Action level 1). Include a note that items in this table are less urgent and can be addressed through long term action plans.
 - Table 3 – Summary of Findings (newly discovered materials – if applicable)

The findings shall be presented using the following headings (example provided):

Floor	Location	Material Description	Quantity	Condition	Accessibility	Action Level
8th	Rm 812	Pipe Fitting (parging cement)	5 fittings	Good	C (concealed)	7

Conclusions and Recommendations

Abatement Strategies

If applicable, provide abatement strategies, including the following:

- the complexity of the abatement (Level 1, 2 or 3)
- a general description of the project, estimated scope/size of the abatement
- typical measures to ensure the safety of occupants, e.g. work perimeter, access control, ventilation modifications, air sampling requirements if applicable.
 - known stakeholders e.g. project lead, employer representative, service provider representatives

SCHEDULE "I" - ANNUAL CERTIFICATION OF LESSOR'S LEGIONELLA OBLIGATIONS

Lease number: _____
 Building Address: _____

Item	Description	Yes / No
A	Does the Building have a water management program to control Legionella in accordance with the requirements of ASHRAE standard 188-2015?	
B	Has the Lessor performed all testing requirements cited in the "Lessor's Legionella Obligations" Clause?	
C	Has the Lessor notified the Lessee as required in the "Lessor's Legionella Obligations", of any test results of Total <i>Legionella</i> Pneumophila (LP _{TOT}) greater than 1000 colony forming units per millilitre (cfu/ml)?	
D	Has the Lessor completed all actions recommended by the certified testing laboratory and other certified engineering and/or industrial hygienist professionals retained by the Lessor?	

The completion and signature of this form constitutes the Lessor's certification to the Lessee that all work required with regards to the "Lessor's Legionella Obligations" has been completed for the annual period indicated above.

Lessor Name:

Name of Person Completing Form

Job Title:

Signature:

Annual Period Evaluated
 (From / To (month/date/year))

Date (month/date/year):