

THIS LEASE made the 01 day of June 2020,

BETWEEN:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND
(the "Landlord")

AND

Dr. P. Redmond and A. Keefe Professional Dental Corp.
(the "Tenant")

WITNESSETH AS FOLLOWS:

Article 1 — Basic Terms, Definitions

1.1 Basic Terms

- (a) Landlord: Memorial University of Newfoundland
Address: Smallwood Centre, Memorial University
- (b) Tenant: Dr. P. Redmond and A. Keefe Professional Dental Corp.
- (c) Premises: that portion of the Property illustrated in Schedule "A" as UC 3020 in the Memorial University of Newfoundland, University Centre/Smallwood Centre.
- (d) Rentable Area of Premises: Dental Office: 741 square feet
Storage: 103.97 square feet
- (e) Term: 5 years subject to Sections 2.2 and 2.3
Commencement Date: September 01, 2020 subject to Sections 2.2 and 2.3
End of Term: August 31, 2025 subject to Sections 2.2 and 2.3
- (f) Extension Rights: Option to extend the lease for one further term of five (5) years upon the mutual written agreement of the parties. Any changes to the terms and conditions of this lease on a lease extension will be upon the mutual written agreement of the parties.
- (g) Basic Rent (Section 4.1): \$53 plus HST per square foot for general usage space, and \$15 plus HST per square foot for storage space, payable on the first (1st) day of each month, commencing in the first month.
- (i) Permitted Use (Section 8.1): Dental office, as outlined in Section 8.1.
- (j) There shall be no exclusivity of product offerings for the Tenant. The Tenant also agrees to comply with any future exclusivities that may be implemented and communicated and that do not directly conflict with the Permitted Use.
- (k) Tenant agrees to comply with the Memorial University bottled water pledge and to not sell bottled water at the Premises.
- (l) Deposit: A \$5,000 deposit shall be provided upon signing of the lease, to be held by the Landlord for the duration of the lease, and in accordance with Section 3.4.

(m) Bursary Program (Section 15.1): The Tenant agrees to provide two annual bursaries, outlined in section 15.1, valued at not less than 0.25% of annual gross revenue.

(n) Schedules forming part of this Lease:

- Schedule "A" Plan
- Schedule "B" Rules and Regulations
- Schedule "C" Landlord's and Tenant's Work
- Schedule "D" Summary of Main Terms
- Schedule "E" Standard Use Clause
- Schedule "F" MUN Water Pledge

1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Additional Rent" means payments on account of Realty Taxes, payments for additional utilities, and all other amounts, excluding Basic Rent, Percentage Rent, Rental Taxes, general utility use and operating expenses, that may become payable by the Tenant in accordance with the terms of this Lease;
- (b) "Basic Rent" means the basic rent payable by the Tenant pursuant to Section 4.1;
- (c) "Building Systems" means: (i) the heating, ventilating and air-conditioning equipment and facilities and all other systems, services, installations and facilities from time to time installed in or servicing the Premises (or any portion thereof) including, but not limited to, the elevators and escalators and the following systems, services, installations and facilities: mechanical (including plumbing, sprinkler, drainage and sewage), electrical and other utilities, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing, and music; and (ii) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them;
- (d) "Commencement Date" is defined in Section 2.2;
- (e) "Common Areas" means those areas, facilities, utilities, improvements, equipment and installations within, adjacent to or outside the Property which serve or are for the benefit of the Property, which do not comprise part of the Premises and which, from time to time, are not designated or intended by the Landlord to be for the Landlord's exclusive use, and are not designated or intended by the Landlord to be leased to the Tenant or any other tenants of the Property, and which include all corridors, hallways, lobbies and stairwells, all walkways and sidewalks, all landscaped and planted areas, the roof and exterior walls of the Property, exterior and interior structural elements and walls of the Property, common washrooms, all parking and loading areas and all entrances and exits thereto and all structural elements thereof, all access ways, truck courts, driveways, delivery passages, loading docks and related areas, all electrical, telephone, meter, valve, mechanical, mail, storage, service and janitorial rooms, fire prevention, security and communication systems,

- and generally all areas forming part of the Property which do not constitute rented or rentable premises;
- (f) "Event of Default" is defined in Section 14.1;
- (g) "Gross Revenue" means the aggregate amount of the sales, whether for cash or credit or otherwise, of merchandise and services and all other receipts or receivables whatsoever of all business conducted at, in, on or from the Premises, including receipts or receivables in respect of orders taken at or received at the Premises (although such orders may be filled elsewhere), by the Tenant and every sublessee, concessionaire and licensee of the Tenant or otherwise in or from the Premises, and all proceeds from coin operated machines or vending machines, but shall not include: (i) the sales price of merchandise returned or exchanged by customers for which a credit or refund is made; (ii) any sums or credits received in settlement of claims for loss or damage to merchandise; (iii) the amount of returns of merchandise to shippers or to manufacturers, or to other premises of the Tenant; (iv) taxes which are required to be collected as a direct and separate tax from customers and which are not included in the sales price of such merchandise or services; (v) the proceeds of the sale of fixtures used for the conduct of business by the Tenant in the Premises; or (vi) gratuities and tips.
- (h) "Lands" means the lands described in Schedule "A" and all rights and easements which are or may hereafter be appurtenant thereto;
- (i) "Lease Year", in the case of the first Lease Year, means the period beginning on the Commencement Date and terminating on the first anniversary of the last day of the month in which the Commencement Date occurs, unless the Commencement Date is the first day of a month, in which case the first Lease Year will terminate on the expiry of the period of twelve (12) months thereafter. Each subsequent Lease Year shall commence on the first day following the expiry of the preceding Lease Year and terminate on the earlier to occur of: (i) the expiry of the period of twelve (12) months thereafter; or (ii) the termination of this Lease;
- (j) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises, including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (k) "Mortgage" means any mortgage or other security against the Property and/or the Landlord's interest in this Lease;
- (l) "Mortgagee" means the holder of any Mortgage;
- (m) "Normal Business Hours" means the hours of 10AM to 5PM, Monday to Friday;
- (n) "Possession Date" means the date the Tenant takes possession and control of the Premises pursuant to the terms of this Lease.
- (o) "Premises" means that portion of the Property identified in Section 1.1(c) and having the Rentable Area as set out in Section 1.1(d); specifics of which are outlined in Schedule A
- (p) "Property" means the development which is comprised of the Lands together with the improvements, buildings, fixtures and equipment (whether chattels or fixtures) on such Lands (but not including tenants' fixtures, improvements or chattels) from time to time;
- (q) "Realty Taxes" means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character

or not, and whether or not in existence at the commencement of the Term, and any such real property taxes levied or assessed against the Landlord on account of its ownership of the Property or its interest therein, but specifically excluding any taxes assessed on the income of the Landlord;

- (r) "Rent" means all Basic Rent and Additional Rent;
- (s) "Rentable Area of the Premises" means the Premises measured to the outside surface of the outer building wall and to the centre line of any interior walls separating the Premises from adjoining premises intended for leasing or separating the Premises from corridors or other parts of the Common Areas;
- (t) "Rentable Area of the Property" means the aggregate of the rentable area of all premises in the Property that are rented, or designated or intended by the Landlord to be rented (whether actually rented or not), calculated in the same manner as the Rentable Area of the Premises;
- (u) "Rental Taxes" means any and all taxes or duties imposed on the Landlord or the Tenant measured by or based in whole or in part on the Rent payable under the Lease, whether existing at the date hereof or hereinafter imposed by any governmental authority, including, without limitation, Goods and Services Tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing;
- (v) "Rules and Regulations" means the rules and regulations set out in Schedule B and by the Landlord from time to time pursuant to the terms of this Lease;
- (w) "Tenant's Proportionate Share" means those funds payable by the Tenant to the Landlord with respect to Property Realty Taxes;
- (x) "Term" means the period specified in Section 1.1(e) and, where the context requires, any renewal, extension or overholding thereof;
- (y) "Transfer" means an assignment of this Lease in whole or in part, a sublease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and
- (z) "Transferee" means any person or entity to whom a Transfer is or is to be made.
- (aa) "Proportionate Share" as follows: "Proportionate Share means a fraction, the numerator of which is the Rentable Area of Premises and the denominator of which is total common area.

Article 2 — Demise and Term

2.1 Demise

In consideration of the rents, covenants and agreements within this Lease, to be paid, observed and performed the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord, the Premises. The Tenant accepts the Premises on an "as is" basis.

2.2 Term

The Term shall commence on the date (the "Commencement Date") that is the earlier to occur of: (a) the date set out in Section 1.1(e); and (b) the date that the Tenant opens for business in the Premises, and shall run for the period set out in Section 1.1(e) and end on the date set out in Section 1.1(e), unless terminated earlier pursuant to the provisions of this Lease.

2.3 Delay in Possession

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises at the start of the Commencement Date, then and only then, shall the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. The Tenant acknowledges and agrees that such postponement shall be full settlement for any claims it might have against the Landlord for such delay.

2.4 Overholding

If at the expiration of the initial Term or any subsequent renewal or extension of, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no automatic renewal of this Lease, and the tenancy of the Tenant shall continue in a month to month arrangement, which may be terminated by either party on one (1) month's written notice. All other relevant provisions of this Lease shall remain unchanged.

Article 3 — Rent

3.1 Covenant to Pay

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that the Rent provided to be paid shall be inclusive of operating costs and other charges, arising from or relating to the Premises as described in this document. The Tenant is required to pay, as Additional Rent, all additional charges, impositions and expenses relating to the Premises (except the Landlord's income taxes, and except as otherwise specifically provided) in the manner provided, and the Tenant covenants with the Landlord accordingly.

3.2 Rental Taxes

The Tenant will pay to the Landlord the Rental Taxes assessed on: (a) the Rent; (b) the Landlord; and/or (c) the Tenant pursuant to the laws, rules and regulations governing the administration of the Rental Taxes by the authority having jurisdiction, and as such may be amended from time to time during the Term of this Lease or any extension. The Rental Taxes may be recovered by the Landlord as though they were Additional Rent, and payable on the first of every month unless otherwise agreed.

3.3 Payment Method

The Landlord may at any time, require the Tenant to provide to the Landlord either: (a) a series of monthly postdated cheques, each cheque in the amount of the monthly instalment of Basic Rent or (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

3.4 Deposit

Any deposit in the Landlord's hands at the beginning of the Term shall be held by the Landlord without interest as security for the performance by the Tenant of its obligations under this Lease. The amount of any such deposit described in Section 1.1(b) may be applied to Rent and Rental Taxes as they fall due under this Lease, or in the Landlord's discretion, to remedy any default by the Tenant. In the absence of overdue Rent or default, the deposit shall be applied to the Rent and Rental Taxes for the last month of the Term. If the Landlord draws moneys from the deposit for the purpose of remedying any default of the Tenant, the Tenant shall, at the request of the Landlord,

pay forthwith to the Landlord the amount of money required to replace the moneys drawn by the Landlord.

3.5 Rent Past Due

If the Tenant fails to pay any Rent when it is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)), such interest to be calculated from the time the Rent becomes due until paid by the Tenant.

3.6 Partial Periods

If the Term commences on any day other than the first day of the month or ends on any day other than the last day of the month, Rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a *pro rata* basis and shall be payable on the first day of the partial month.

Article 4 — Basic Rent

4.1 Basic Rent

The Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, unless otherwise directed by writing, in lawful money of Canada, without any prior demand and without any deduction, abatement or set-off whatsoever as annual Basic Rent, the sum of \$53 plus HST per square foot of retail space, and \$15 plus HST per square foot of storage space, as set out in Section 1.1(g) of this Lease in equal monthly instalments, on the first day of each and every month during the Term. These amounts are inclusive of common area utility costs.

Article 5 — Additional Rent and Costs

5.1 Additional Rent

Where appropriate, all costs incurred by the Landlord throughout the Term that are considered to be the responsibility of the Tenant, as stated within this Lease, shall be referred to as Additional Rent. Additional Rent is to be paid within 30 days of invoice.

5.2 Realty Taxes

The Tenant shall pay to the Landlord, as Additional Rent, all Realty Taxes levied, rated, charged or assessed throughout the Term, on or in relation to the Premises, in accordance with the following:

- (a) payment shall be due in equal monthly instalments over each calendar year. Prior to the commencement of each year, the Landlord shall estimate the amount of the equal monthly instalments and notify the Tenant in writing of the estimate. Where appropriate, the Landlord may, from time to time, re-estimate the amounts payable for the year, in which event the Landlord shall notify the Tenant in writing of a re-estimate and fix monthly instalments for the remaining balance of the year;
- (b) the Realty Taxes payable by the Tenant shall be determined by the Landlord by applying the Tenant's Proportionate Share to the Realty Taxes payable in respect of the Property.

If, in any year, the Premises are assessed separately with respect to any Realty Taxes or there is a separate apportionment of assessment by the relevant authorities, then, at the election of the Landlord, the Realty Taxes payable by the Tenant shall be computed on the basis of the separate assessments and shall include the Tenant's Proportionate Share of any Realty Taxes attributable to the Common Areas;

- (c) for the purposes of determining the share of Realty Taxes payable by the Tenant pursuant to this Lease, Realty Taxes shall include additional amounts as would have formed part of Realty Taxes had the Property been fully assessed for the entire fiscal period as fully completed and fully occupied by tenants, with no special exemptions or reductions, and without taking into account any actual or potential reduction of Realty Taxes or change of assessment category or class of premises within the Property which are vacant or underutilized; and
- (d) if the Landlord so directs, the Tenant shall pay Realty Taxes directly to the taxing authorities. In that event, the Tenant shall make payment, on or before the due date, of each instalment and shall provide to the Landlord, on demand, evidence of payment in the form of receipted bills.

5.3 Business and Other Taxes

In each and every year during the Term, the Tenant shall pay as Additional Rent, within fifteen (15) days after they become due, and indemnify the Landlord from any obligation to pay penalties, interest or principal, on the following:

- (a) every tax, licence fee, rate, duty and assessment of every kind with respect to any business carried on by the Tenant in the Premises or by any subtenant, licensee, concessionaire or franchisee or anyone else, or in respect of the use or occupancy of the Premises by the Tenant, its subtenants, licensees, concessionaires or franchisees, or anyone else (other than such taxes as income, profits or similar taxes assessed on the income of the Landlord); and
- (b) all Realty Taxes in respect of tenant's fixtures, Leasehold Improvements, equipment or facilities on or about the Premises, and any Realty Taxes occurring as a result of any reason peculiar to the Tenant.

Article 6 — Utilities and Building Systems

6.1 Payment for Utilities

Tenant Premises shall be independently metered, and the Tenant shall remit to the Landlord payment for utilities as directed, and these payment for utilities shall be deemed Rent for the purposes of Article 14 of this Agreement.

6.2 Additional Utilities

The Tenant shall make arrangements, at its own cost and expense, directly with the utility or service supplier in respect of any utilities and services not supplied by the Landlord. The Tenant, at its own cost and expense, shall procure each and every permit, licence or other authorization required, and shall comply with the provisions of Article 9 of this Lease pertaining to any work required in respect of such additional utilities and services.

6.3 No Overloading

The Tenant will not install any equipment which would exceed or overload the capacity of the

utility facilities in the Premises or the electrical wiring and service in the Property, and agrees that if any equipment installed shall require additional utility facilities, such facilities shall be installed, at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

6.4 No Liability

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of any kind arising from any interruption or failure in the supply of any utility or service to the Premises, including, for greater certainty, and without limitation, interruptions or failures arising from a power outage.

6.5 Building Systems

The Tenant shall throughout the Term, operate, maintain, repair, replace and regulate the Building Systems within or exclusively serving the Premises in such a manner as to maintain reasonable temperature and humidity levels, and to maintain the Building Systems in a good working order.

Article 7 — Control and Operation by Landlord

7.1 Property Operation and Repair

The Landlord shall operate, maintain and repair the Property, any Building Systems serving the Premises that are not the Tenant's responsibility under Section 6.5 and any other service facilities not within or exclusively serving the Premises, to the extent required to keep the Property, equipment and facilities in a state of good repair and maintenance as per normal property management standards for a similar building in the vicinity. For greater certainty:

- (a) the Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and
- (b) the Landlord shall promptly make all repairs to the structural components of the Property including, without limitation, the roof (including the roof membrane), interior concrete slab floors and exterior walls.

7.2 Use of Common Areas

The Tenant shall have the right of non-exclusive use of the Common Areas intended for common use by tenants of the Property, provided that the use by the Tenant is subject to reasonable Rules and Regulations as the Landlord may from time to time determine. At times other than during Normal Business Hours, the Tenant and its employees and agents shall have access to the Property only in accordance with the Rules and Regulations and other security requirements of the Landlord.

7.3 Control of Common Areas and Property

(1) The Common Areas shall at all times be subject to the exclusive management and control of the Landlord. Without limitation, the Landlord may, in its operation of the Property, do any or all of the following: regulate, acting reasonably, all aspects of loading and unloading and delivery and shipping, and all aspects of garbage collection and disposal; designate employee parking areas or prohibit the Tenant and its employees from parking in or on the Property; and do and perform such other acts in and to the Property as the Landlord determines to be advisable for the proper operation of the Property.

(2) The Landlord reserves the right to lease parts of the Common Areas from time to time, to alter the layout, configuration or size of the Common Areas and/or the Rentable Area of the Property, to cease to treat as part of the Property any buildings or lands now forming part of the Property, and/or to add additional lands or buildings to the Property, and to make other changes to the Property as the Landlord shall from time to time reasonably determine. Despite anything else contained in this Lease, the Landlord has no liability for any alteration of the Common Areas that occurs as a result of the Landlord's exercise of its rights under this Section 7.3 or elsewhere in this Lease. The Tenant shall not be entitled to compensation or a reduction or abatement of Rent for such alteration. Further, no such alteration of the Common Areas shall be considered to be a constructive or actual eviction of the Tenant, or a default by the Landlord of any obligation for quiet enjoyment contained in this Lease or provided at law.

7.4 Relocation

(1) The Landlord reserves the right, at any time before or during the term of this Lease or any renewal term, on giving the Tenant not less than sixty (60) days' prior written notice, to relocate the Tenant to any other premises within the Property as the Landlord may deem advisable or necessary, provided, however, that the new premises shall be substantially similar to the Premises.

(2) In the event of a relocation, the Landlord shall construct all leasehold improvements to a quality substantially equal to that of the Premises in the new premises and pay all reasonable moving costs incurred by the Tenant in transferring its property from the Premises to the new premises, including the costs of all utility, telephone and other communication hook-ups.

(3) The Tenant agrees to execute, on the request of the Landlord, an amendment to this Lease documenting the change in location, but all other terms of the Lease shall remain in effect.

7.5 Rules and Regulations

The Tenant and its employees and all persons visiting or doing business with it on the Premises, shall be bound by and shall observe the Rules and Regulations attached to this Lease as Schedule "B", and any other reasonable Rules and Regulations made by the Landlord of which notice in writing shall be given to the Tenant, which are of general application to all tenants of the Property. All such Rules and Regulations shall be considered to form part of this Lease.

Article 8 — Use of Premises

8.1 Use of the Premises

The Tenant acknowledges that the Premises will be used solely as a dental office as set out in Schedule E, and for no other purpose.

8.2 Conduct of Business

(1) The Tenant shall act in good faith to ensure the leased operation is open for business during Normal Business Hours. Minimally, the location will operate weekdays for the entire calendar year, with exceptions that are mutually agreeable between the Tenant and the Landlord. Additional hours of operation are encouraged to ensure maximum service to and satisfaction of the university community. The Tenant is not required to carry on business when prohibited by a governmental law or by-law regulating the hours of business.

(2) The Tenant shall:

(a) operate its business in a manner which is in keeping with the theme and nature of the

- entire Property;
- (b) maintain at the Premises an adequate stock and an adequate sales force to serve properly all customers of its business;
 - (c) warehouse, store or stock in the Premises only the goods as the Tenant intends to offer for sale in the Premises;
 - (d) use for clerical or other non-selling purposes, only a minimum amount of space at the Premises as may be required for the conduct of the Tenant's business from time to time;
 - (e) supply and maintain adequate water, gas, sewage and electrical services within the Premises where required for the proper operation; and
 - (f) keep any show windows lighted and properly furnished with displays of a first-rate quality and arrangement during such hours as the Landlord may reasonably require.
- (g) The Tenant is required to provide the landlord with an updated copy of their certificate of registration from the Newfoundland and Labrador Dentistry Board, and display that registration on the Premises in an area where it can be readily seen by patients of the Tenant.

8.3 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of public authority affecting the Premises including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters. This includes, but is not limited to the following:

- (a) where, during the Term, the Tenant has, through its use or occupancy of the Premises, caused or permitted a release of a contaminant at, from or to the Premises, the Tenant shall immediately clean up such contaminant from the Premises, and any affected areas, at the Tenant's expense; and
- (b) on the termination of the Lease for any reason, the Tenant shall remove, at its expense, any contaminant or contamination which, through the Tenant's use or occupancy of the Premises, it has brought to or created at the Property.

8.4 Waste, Nuisance, Overloading

The Tenant shall not cause any damage or injury to the Premises, nor permit any overloading of the floors, roof deck, walls or any other part of the Property, and shall not use or permit to be used, any part of the Premises for any illegal or unlawful purpose or any dangerous or offensive trade or business, and shall not cause or permit any nuisance in, at, or on the Premises.

Article 9 — Maintenance, Repairs and Alterations of Premises

9.1 Maintenance, Repair and Cleaning of Premises

Except as set out in this Article 9, the Tenant shall, at its own expense and cost, operate, maintain and keep in good repair, the Premises and all parts (including, without limitation, all plumbing, drains, electrical and other utility services within or exclusively serving the Premises), except repairs required to be made by the Landlord pursuant to Section 7.1. All repairs shall be of sufficient quality comparable to the original work and materials in the Premises and shall meet the requirements of all authorities having jurisdiction and the insurance underwriters.

9.2 Inspection and Repair on Notice

The Landlord, its servants, agents and contractors shall be entitled to enter the Premises at any

time without notice for the purpose of making emergency repairs, and during Normal Business Hours, on reasonable prior written notice, for the purpose of inspecting and making repairs, alterations or improvements to the Premises or to the Property, or for the purpose of having access to the under floor ducts, or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct). The Tenant shall not be entitled to compensation for any resulting inconvenience, nuisance or discomfort. The Landlord, its servants, agents and contractors may at any time, on reasonable prior written notice, enter on the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord shall take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the operation of the Tenant's business and to minimize interference with the Tenant's use and enjoyment of the Premises. The Tenant shall promptly address all repairs necessitated by the Tenant's negligence or willful misconduct, or the negligence or willful misconduct of the Tenant's agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible.

9.3 Repair where Tenant at Fault

If the Property, including the Premises, the boilers, engines, controls, pipes and other apparatus used for the purpose of heating or air-conditioning the Property, the water and drainage pipes, the electric lighting, any other equipment or the roof or outside walls of the Property are damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees or anyone permitted by it to be in the Property, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid to the Landlord on demand.

9.4 Alterations

The Tenant will not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold. The Tenant must also obtain the Landlord's prior written consent to any change or changes in such drawings and specifications. The Tenant will pay to the Landlord the Landlord's out-of-pocket costs of having its architects approve such drawings and specifications and any changes. Such work shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord), but in each case only under a written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose. Any changes to the lighting undertaken by the Tenant as part of an approved alteration must result in energy efficient lighting compatible with the Property standard. Any work performed by or for the Tenant shall be performed by competent workers whose labour union affiliations are not incompatible with those of any workers who may be employed in the Property by the Landlord, its contractors or subcontractors. The Tenant shall permit the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and materials, labour and services involved, and the cost of all decoration and changes to the Property, its equipment or services, necessitated as a result.

9.5 Construction Liens

If any construction or other lien or order for the payment of money shall be filed against the Property arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing, shall discharge the lien or order by bonding, deposit, payment, court order or otherwise. Any defence

of such liens is at the Tenant's sole expense. The Tenant indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

9.6 Removal of Improvements and Fixtures

(1) All Leasehold Improvements shall immediately become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant, either during or on the expiry or earlier termination of the Term except that:

- (a) the Tenant may, during the Term, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
- (b) the Tenant shall, at its own expense, remove Leasehold Improvements as required by the Landlord, before the end of the Term.

(2) The Tenant shall, at its own expense, repair any damage caused to the Property by the installation or removal of Leasehold Improvements or trade fixtures. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord as it sees fit. The Tenant's trade fixtures shall not include any Building Systems serving the Premises or light fixtures. Unless otherwise agreed, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

9.7 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 9.6.

Article 10 — Insurance and Indemnity

10.1 Tenant's Insurance

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (a) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Premises or on the Property, including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;
- (b) general liability and property damage insurance, including personal liability, professional liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises and the Common Areas, which coverage shall include the business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000) or such higher limits as the Landlord may reasonably require;
- (c) when applicable, broad form comprehensive boiler and machinery insurance on a blanket

repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to all boilers and machinery owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Premises or relating to or serving the Premises;

- (d) business interruption insurance in an amount sufficient to cover the Tenant's Rent for a period of not less than twelve (12) months;
- (e) plate glass insurance with respect to all glass windows and glass doors in or on the Premises for the full replacement value thereof; and
- (f) such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee.

(2) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 10.1(a) and 10.1(c) shall name as loss payee the Landlord and anyone else with an interest in the Premises designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to the Landlord. The insurance described in Sections 10.1(b) and 10.1(d) shall name as an additional insured the Landlord and anyone else with an interest in the Property as designated in writing by the Landlord. The Landlord agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall contain a provision for cross-liability or severability of interest as between the Landlord and the Tenant.

(3) All of the aforementioned insurance policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or the Landlord's mortgagees, their contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its mortgagees, their contractors, agents or employees. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation. The Tenant shall provide the Landlord with certificates of all such policies. The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as provided, the Landlord shall have the right to take out such insurance and pay the premium, and in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be considered to be in addition to the Basic Rent, and payable on the first day of the next month following payment by the Landlord.

10.2 Landlord's Insurance

The Landlord shall provide and maintain insurance on the whole of the Property against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Property. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Landlord may maintain other insurance in respect of the Property and its operation and management as the Landlord determines. The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

10.3 Increase of Landlord's Premiums

If the occupancy of the Premises, the conduct of business in the Premises, or any acts or omissions of the Tenant in the Property causes or results in an increase in premiums for the

insurance carried by the Landlord with respect to the Property, the Tenant shall pay any such increase in premiums as Additional Rent after invoices are rendered by the Landlord. In determining whether increased premiums are caused by or result from the use and occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Property showing the various components of such rate shall be conclusive evidence of the items and charges which make up the rate. The Tenant shall comply promptly with all requirements and recommendations of any insurer affecting the Premises.

10.4 Tenant Indemnity

The Tenant will indemnify the Landlord from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury, bodily injury and/or damage to or loss of property arising out of any occurrence in or about the Premises:

- (a) caused wholly or in part by the negligence, or any act or omission of the Tenant, its' agents, suppliers, contracted parties or any others for whom it is responsible; or
- (b) arising from any breach by the Tenant of any provision of this Lease.

10.5 Release

In no event, shall the Landlord, its agents, directors, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, be liable for:

- (a) damage to property of the Tenant or others located on the Premises;
- (b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter;
- (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- (d) any damage caused by anything done or omitted to be done by any other tenant of the Property; or
- (e) any indirect or consequential damages suffered by the Tenant unless through the fault, negligence or breach of the Lease by the Landlord or those for whom it is in law responsible.

Article 11 — Assignment and Subletting

11.1 Assignment, Subletting

The Tenant shall not Transfer this agreement without the prior written consent of the Landlord, which shall not be unreasonably withheld. No consent to any Transfer shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions contained in this lease. In the event of a Transfer, the Landlord may collect Rent or other costs from the Transferee and apply the net amount collected to the Rent payable, but no Transfer or collection or acceptance of the Transferee as tenant, shall be considered to be a waiver of this covenant.

11.2 Change of Control

Any transfer or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, of any part or all of the corporate shares of the Tenant or any other corporation which would result in any change in the effective direct or indirect control of the

Tenant, shall be deemed to be a Transfer, and the provisions of this Article 11 shall apply. The Tenant shall make available to the Landlord or to its lawful representatives such books and records for inspection at all reasonable times in order to ascertain whether there has, in effect, been a change in control.

11.3 No Advertising

The Tenant shall not advertise that Premises is available for assignment or sublease, and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

11.4 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Property or any part or parts thereof, and with the resulting assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from the assignment.

11.5 Status Certificate

The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord a statement as prepared by the Landlord in writing certifying the following: (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the modifications and that it is in full force and effect as modified; (b) the amount of the Basic Rent then being paid; (c) the dates to which Basic Rent, by instalments or otherwise, and Additional Rent and other charges have been paid; and (d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice.

Article 12 — Quiet Enjoyment

12.1 Quiet Enjoyment

The Tenant, on paying the Rent and performing and observing the covenants and provisions required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term.

Article 13 — Damage and Destruction

13.1 Damage or Destruction to Premises

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, Basic Rent shall be reduced in proportion to the area of that portion of the Premises which, in the opinion of the Landlord's architect or professional engineer, is rendered unfit for the purposes of the Tenant until the Premises are repaired and rebuilt, by the Landlord. The Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition or partition for which the Tenant is required to maintain insurance, or any other property of the Tenant. Basic Rent shall recommence to be payable one (1) day after the Landlord notifies the Tenant that the Tenant may reoccupy the Premises for the purpose of its work.

13.2 Rights to Termination

(1) If the Premises or any portion of are damaged or destroyed by any cause whatsoever and cannot, in the opinion of the Landlord's architect or professional engineer, be rebuilt within one hundred and twenty (120) days of the damage or destruction, the Landlord may, instead of rebuilding the Premises, terminate this Lease by giving to the Tenant thirty (30) days' notice of termination, and Basic Rent shall be apportioned and paid to the date of the damage or destruction and the Tenant shall immediately deliver vacant possession of the Premises to the Landlord; and

(2) If the Property shall, at any time, be wholly or partially destroyed or damaged (whether or not the Premises have been affected) to the extent that twenty-five percent (25%) or more of the gross floor area of the Property has become unfit for use, the Landlord may elect, within thirty (30) days from the date of such damage, to terminate this Lease on thirty (30) days' notice to the Tenant, in which event Basic Rent shall remain payable until the date of termination (unless it has been reduced under Section 13.1).

13.3 Certificate Conclusive

Any decisions regarding the extent to which the Premises or any portion of the Property has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties.

13.4 Insurance Proceeds

In the event of damage or destruction not contemplated by Section 13.1 or 13.2, occurring by any cause, which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Property or the Premises, or are not payable to or received by the Landlord, or in the event that any mortgagee or other person entitled does not consent to the payment of the proceeds to the Landlord, or in the event that the Landlord is not able to obtain all necessary governmental approvals and permits to rebuild the Property or the Premises, the Landlord may elect, on written notice to the Tenant, within thirty (30) days of such damage or destruction, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord.

13.5 Landlord's Work

In performing any reconstruction or repair, the Landlord may make changes to the Property and its equipment and systems and minor changes in the location or area of the Premises. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term, and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

Article 14 — Default

14.1 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent due is not paid within five (5) days after notice in writing from the Landlord to the Tenant;
- (b) the Tenant has breached any of its obligations in this Lease and, if the breach is capable of being remedied and is not listed in this Section 14.1, after notice in writing from the Landlord to the Tenant:
 - (i) the Tenant fails to remedy the breach within ten (10) days (or such shorter period as may be provided in this Lease); or

- (ii) if the breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy the breach within ten (10) days, or fails to proceed diligently to remedy the breach;
- (c) the Tenant becomes bankrupt or insolvent or takes any steps towards creditor protection under bankruptcy and insolvency legislation, enters into a proposal or an assignment arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (d) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant;
- (e) the Tenant makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (g) the Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- (h) the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of five (5) consecutive days or more;
- (i) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- (j) any insurance policy covering any part of the Property is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

14.2 Default and Remedies

If an Event of Default occurs, then, in addition to and without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have each of the following rights and remedies available at any time:

- (a) to terminate this Lease by notice to the Tenant, or to re-enter the Premises and repossess them, and to remove all persons and property from the Premises and store any property at the expense and risk of the Tenant, or sell or dispose of the property in a manner the Landlord sees fit without notice to the Tenant. If the Landlord enters the Premises without notice to the Tenant of its intention to terminate this Lease under this Section 14.2(a) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 14.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but rather the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without the proper notice to the Tenant;
- (b) to enter the Premises as agent of the Tenant to do any or all of the following:
 - (i) relet and receive rent for the Premises for whatever length and on such terms as the Landlord may determine;
 - (ii) take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, and sell or dispose of the property in a manner the Landlord sees fit without notice to the Tenant;
 - (iii) make alterations to the Premises to facilitate its reletting; and
 - (iv) apply the proceeds of any sale or reletting first, to the payment of any expenses

incurred by the Landlord in reletting or sale of property, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant remains liable for any deficiency to the Landlord;

- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by the Landlord's actions in remedying or attempting to remedy the default. The Tenant shall pay to the Landlord all associated expenses incurred by the Landlord;
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' instalments of Rent, all of which shall immediately become due and payable as accelerated rent.

14.3 Distress

None of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption granted by statute or other legislation. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant, thus preventing the Tenant from claiming an exemption over the item in any action brought to dispute the right of the Landlord to levy such distress.

14.4 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord: in enforcing the terms of this Lease; under any obligation of the Tenant under this Lease, or where the Tenant has agreed to insure or to indemnify the Landlord.

14.5 Remedies Cumulative

The Landlord may resort to any or all of the rights and remedies available to it in the event of any default by the Tenant, either by any provision of this Lease, or by statute or common law, all of which are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are in addition to, and are not to be interpreted as excluding any rights and remedies available to the Landlord by statute or common law.

Article 15 — General

15.1 Bursary Program

- (1) Throughout the Term the Tenant will provide two annual bursaries, one to the School

of Pharmacy, and one to the Faculty of Nursing. These bursaries shall be valued at \$1250 each, or 0.25% of the Tenant's gross revenue of the previous fiscal year, whichever is greater. The bursaries will go to an undergraduate student in clear academic standing in each of the above academic units who has demonstrated financial need.

(2) The Tenant will commence payment of the annual bursaries for September 2021 school year.

15.2 Entry

(1) Provided that the Tenant has not exercised any option to extend this Lease as provided herein, the Landlord shall be entitled at any time during the last nine (9) months of the Term:

(a) on reasonable prior notice, to enter on the Premises during Normal Business Hours for the purpose of showing the Premises to prospective tenants.

(2) The Landlord may enter the Premises at any time during the Term on reasonable notice for the purpose of showing the Premises to prospective Mortgagees and/or purchasers or for the purpose of inspecting the Premises.

15.3 Reporting

The Tenant shall make available to the Landlord, upon request, all Service NL inspection reports, and other such verification that the Tenant is complying with health, safety or other regulation as may be reasonably required by the Landlord.

15.4 Force Majeure

In the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of any required act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 15.4 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

The parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada and the Province of Newfoundland and Labrador responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to educational institutions to change their delivery of education in various ways (collectively, the "Governmental Response"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "Virus") and resulting or supplementary renewed Government Response. Without limiting the foregoing paragraph, neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of:

- (a) the continued spread of the Virus;
- (b) the continuation of or renewed Governmental Response to control the spread of the Virus;
- and
- (c) a Party's decision, made on an organization-wide basis and in good faith, to control the spread of the Virus, even if exceeding the then current specific Government Response.

Dates or times of performance shall be extended to the extent of delays excused by this clause, provided that the Party whose performance is affected notifies the other promptly of the existence

and nature of such delay shall, so far as practicable, use commercially reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance.

15.5 Effect of Waiver or Forbearance

No waiver of any breach of the covenants, agreements or obligations contained in this Lease shall be deemed to be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations in this Lease, nor shall any failure to seek a remedy for any breach be a waiver of one's rights and remedies for that breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be considered a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of the preceding breach at the time of the acceptance of the Rent. All Rent and other charges payable by the Tenant to the Landlord shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favour.

15.6 Notices

(1) Any notice, delivery, payment or tender of money or document(s) to the parties may be delivered personally, or sent by prepaid registered or certified mail, or prepaid courier to the address for such party as set out in Section 1.1(a) or (b), as applicable, and any such notice, delivery or payment so delivered or sent shall be considered to have been given or made and received on the delivery or on the third business day following the mailing. Each party may, by notice in writing to the others, designate an alternative address in Canada to which notices given more than ten (10) days after shall be addressed.

(2) Section 15.6 (1) does not apply during any disruption in the service of Canada Post. In such circumstances, notice, delivery, payment or tender of money or document(s) shall be deemed to have been received only if delivered personally or sent by prepaid courier.

15.7 Registration

Neither the Tenant nor anyone on the Tenant's behalf (including any Transferee) shall register this Lease or any Transfer against the Property. The Tenant may register a notice or caveat of this Lease provided that: (a) a copy of the Lease is not attached; (b) no financial terms are disclosed; (c) the Landlord gives its prior written approval to the notice or caveat; and (d) the Tenant pays the Landlord's reasonable costs on account of the matter. The Landlord may limit such registration to one or more parts of the Property. Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or vacate any such notice or caveat. If in the opinion of the Landlord, any surplus part of the Property is transferred, the Tenant shall at the request of the Landlord, discharge or vacate any notice or caveat as it relates to the surplus part. If any part of the Property is made subject to any easement, right-of-way or similar right, the Tenant shall immediately, at the request of the Landlord, postpone its registered interest to the easement, right-of-way or similar right.

15.8 Number, Gender, Effect of Headings

Words using the singular number only shall include the plural and *vice versa*, words using the masculine gender shall include the feminine and neuter genders, and words using persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

15.9 Severability, Subdivision Control

If any Article or Section or part of an Article or Section in this Lease is held to be illegal or unenforceable, it shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though the Article, Section or part had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent and the Landlord agrees to cooperate with the Tenant in bringing such application.

15.10 Schedules

Schedules "A" to "F", appended to this Agreement, are incorporated by reference as terms and conditions of this Agreement. In the event of an inconsistency or conflict between the provisions of this Agreement and a Schedule thereto, and in absence of express language in the alternative, this Agreement shall prevail.

15.11 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

15.12 Successors and Assigns

The rights and liabilities of the parties shall continue to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord.

15.13 Confidentiality, Personal Information and ATIPPA

(1) The contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant. The Tenant shall not, under any circumstances, discuss or reveal the details of this Lease with any non-affiliated parties including, but not limited to, any other tenants in the Property, prospective tenants, real estate agents or others except the Tenant's legal and financial advisors, any *bona fide* Transferee, and except as may be required by law.

(2) Any Tenant that is an individual person consents to the collection and use of their personal information, as provided directly or collected from third parties, for the purposes of the Landlord considering the Tenant's offer in respect of this Lease and determining the suitability of the Tenant, as applicable, (both initially and on an on-going basis), including the disclosure of information to existing and potential lenders, investors and purchasers.

(3) The Tenant acknowledges that this Agreement, and any information supplied by the Tenant to the Landlord may be required to be released pursuant to the *Access to Information and Protection of Privacy Act, 2015*, (ATIPPA) as amended from time to time. Subject to ATIPPA, this Agreement and other related documents and records submitted by the Tenant in connection with this Agreement, and any documentation prepared by the Landlord in relation to this Agreement, shall be confidential and shall not be disclosed, unless otherwise required to do so under law. The Tenant acknowledges that any records it supplies to the Landlord

may be subject to requests under the *ATIPPA, 2015*. In the event of a request to the Landlord for third party business information in its custody and control, information can be withheld only if it meets all parts of the 3-part harms test for non-disclosure as stated in section 39 of the *ATIPPA, 2015*. The Tenant is therefore strongly encouraged to review this and other related sections of the *ATIPPA, 2015* as it relates to this Agreement.

[The remainder of this page is left intentionally blank. Signature block follows]

IN WITNESS WHEREOF the parties hereto have executed this Sublease.

LANDLORD

I/We have the authority to bind the corporation

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

Per: [Redacted] s. 40(1)
Name: Ir. S. Retten
Title: Chair, Board of Regents

I/We have the authority to bind the corporation

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

Per: [Redacted] s. 40(1)
Name: Kent Decker
Title: V P (A. & F.) / Burser

TENANT

I/We have the authority to bind the corporation

Dr. P. Redmond and A. Keete Professional Dental Corp.

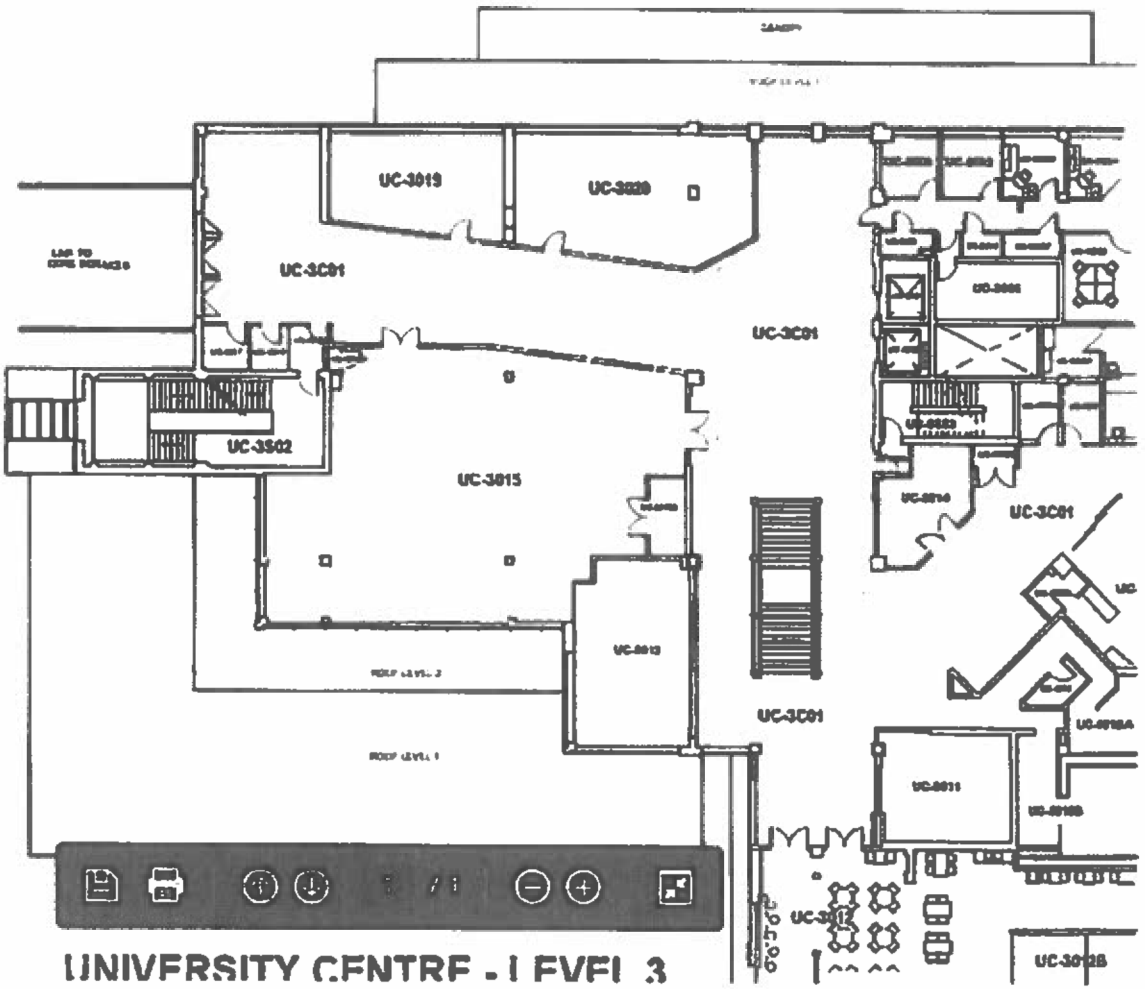
Per: [Redacted] s. 40(1)
Name: Pat Redmond
Title: President.

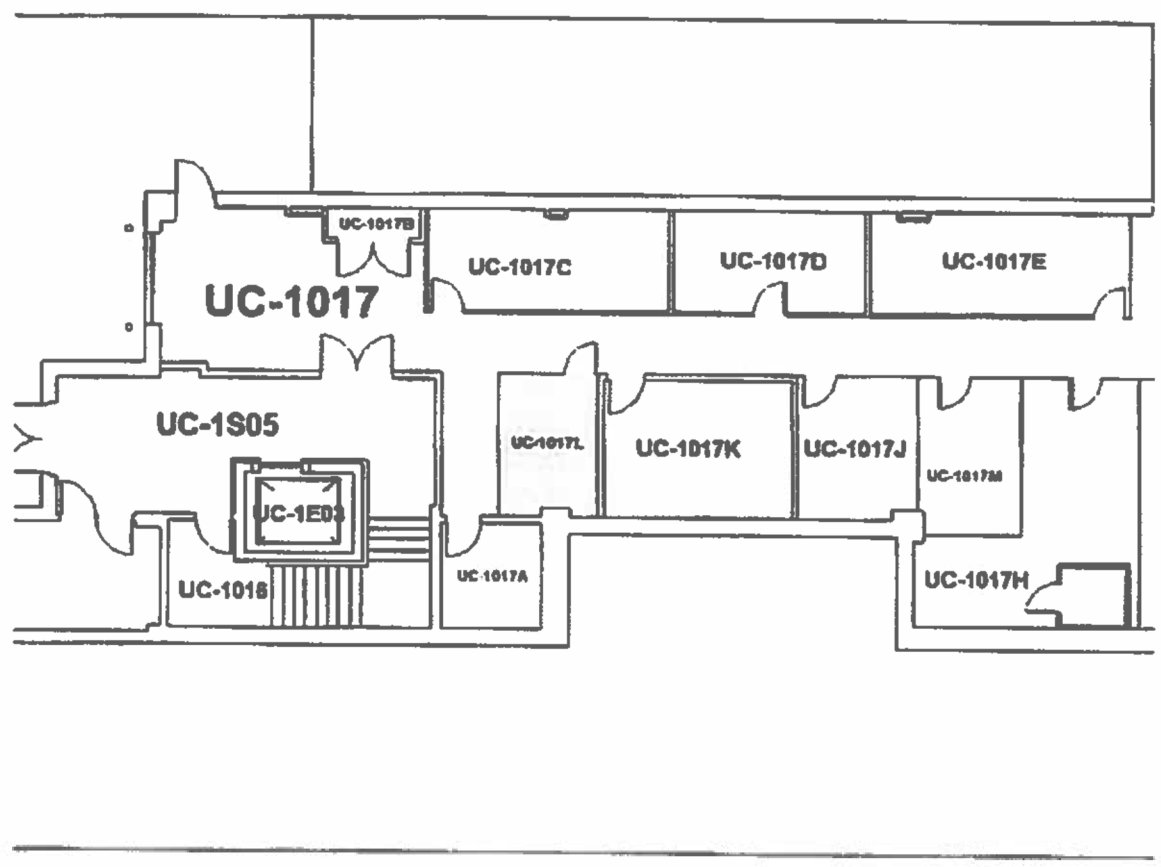
Witness

[Redacted] s. 40(1)
Name

Schedule "A" Plan Showing Premises

Click here to enter text.





Schedule "B"

Rules and Regulations

1. The Tenant shall only sell products as required for the operation of the Tenant's business, and as agreed to by the Landlord and Tenant in advance.
2. The sidewalks, entries, passages and staircases shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than ingress to and egress from the Premises. The Landlord reserves entire control of all parts of the Property employed for the common benefit of the tenants and, without restricting the generality of the foregoing, the Landlord reserves entire control of the sidewalks, entries, corridors and passages not within the Premises, washrooms, air-conditioning closets, fan rooms, janitor's closets, electrical closets and other closets, stairs, flues, stacks, pipe shafts and ducts, and shall have the right to place such signs and appliances therein as it may deem advisable, provided that ingress to and egress from the Premises is not impaired as a result.
3. The Tenant, its agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible, shall not bring in or take out, position, construct, install or move any safe, machine or other heavy equipment without first obtaining the consent in writing of the Landlord.
4. The Tenant shall not place or cause to be placed any additional locks on any doors of the Premises without the approval of the Landlord. In addition, the placing of any additional locks on any doors of the Premises shall be subject to any conditions imposed by the Landlord.
5. The washroom facilities shall not be used for any purpose other than those for which they were constructed, and no sweeping, rubbish, rags, ashes or other substances shall be deposited within.
6. No one shall use the Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles other than those required for business purposes.
7. Canvassing, soliciting and peddling in the Property are prohibited.
8. Any hand trucks, carryalls, or similar appliances used in the Property shall be equipped with rubber tires, side guards and such other safeguards as the Landlord shall require.
9. No animals shall be brought into the Property.
10. The Tenant shall, at its expense and at such reasonable intervals as the Landlord requires, exercise such pest control measures as directed by the Landlord using contractors designated by the Landlord, failing which the Landlord shall have the right, at its option, to exercise such pest control measures for the Premises, at the expense of the Tenant.
11. The Tenant shall not misuse or damage the Premises or any of the improvements or facilities within, or unreasonably deface or mark any walls or other parts of the Premises.

- 12. **The Tenant shall not: (a) install or use any radio, television or other similar device in the Premises which may in any manner constitute a disturbance or an annoyance to any other tenant in the Property; (b) install in the Premises or elsewhere in the Property any transmitting radio communications equipment without the Landlord's prior written consent; or (c) operate an electrical device from which may emanate electrical waves that may interfere with or impair radio or television broadcasting or reception from or in the Property. The Tenant shall not in any case erect or cause to be erected any aerial anywhere in the Property.**
- 13. **The Tenant shall not use or permit use of the Premises in such manner as to create any noises or odours objectionable or offensive to the Landlord or any other tenant of the Property or other nuisance or hazard or to breach the provisions of applicable laws or any requirement of the insurers of the Property.**
- 14. **If required by the Landlord, bicycles or other vehicles shall not be brought or left in or on any part of the Property except in such area or areas as are designated by the Landlord.**

Schedule "C"
LANDLORD'S AND TENANTS WORK

GENERAL PROVISIONS

1. Items enumerated under the heading "Landlord's Work" below will be provided by and at the expense of the Landlord unless otherwise specified. All other items including those enumerated under the heading "Tenant's Work" below will be provided by and at the expense of the Tenant (or by the Landlord at the Tenant's expense as hereinafter provided.)

Design and Approvals

2. All Tenant's Work shall be designed in accordance with the laws and regulations of authorities having jurisdiction, in compliance with requirements of the Landlord's insurer; and in conformity with this Schedule "C". Where these laws, regulations, requirements and criteria conflict with each other, the Tenant shall obtain written clarification from the Landlord.

The Tenant shall deliver to the Landlord (Attention: Ancillary Operations) two (2) copies of each of its plans (to a scale approved by the Landlord) and specifications and such other information as may be necessary for the Landlord's Work to proceed and for the Tenant's Work to be approved under the terms of the Lease, including the Tenant's contact name, mailing address, phone and fax numbers.

The Tenant shall provide said plans a minimum of four (4) weeks prior to construction for the Landlord to review. The Tenant's plans and specifications shall be prepared by qualified professional design, architectural, and/or engineering consultants, at the Tenant's expense, and shall be approved in writing by the Landlord and shall provide sufficient detail on at least the following portions of the Tenant's work:

- I. floor plans with merchandising layout and complete interior finishing schedules;
- II. storefront and show window elevations and plans (where a standard storefront has been provided by the Landlord, plans should indicate signage and any other changes);
- III. reflected ceiling plan;
- IV. heating, ventilation and cooling schedule of design loads (including indication of any loads in excess of design or installed capacity), layout of equipment and details including all piping and ductwork;
- V. electrical layout plan to show all wiring circuits including lighting and convenience outlets, Tenant's emergency lighting system, all modifications and/or additions to fire alarm devices within the Premises, telephone locations and the location of equipment requiring electrical power including underfloor services;
- VI. an electrical fixture schedule specifying the type, manufacturer, wattage, quantity, etc., of all electrical fixtures and equipment. A schedule or list of power loads with circuit numbers adjacent, calculated connect and demand loads and watts per square footage for the Premises shall be provided;
- VII. plumbing;
- VIII. sprinklers and other fire prevention devices;
- IX. colour and material finishes board if requested by the Landlord;

- X. signage;
- XI. any other special facilities or installations or any additional structural loading required in excess of the design capacity.

If no changes are required to the Tenant's plan, the Landlord shall notify the Tenant in writing of the approval of the plan. If the Landlord does not approve the Tenant's plan, the Landlord shall notify the Tenant in writing of the specific changes required by the Tenant to its plan, and the Tenant shall prepare and submit to the Landlord within ten (10) days, four (4) complete sets of drawings and specifications containing the required amendments.

The Tenant shall maintain a copy of approved final plans, specifications, addenda and change notices at the work site throughout construction of the Tenant's Work, and shall provide to the Landlord two (2) copies of approved as-built record drawings (one (1) copy to be digital to the Landlord's required format) and maintenance manual (including balancing reports, occupancy certificate, shop drawings, final authority and consultant inspection reports) upon completion of the Tenant's Work and prior to opening for business. The Landlord does not, and shall not be deemed to have made any representation or warranty as to the compliance of the Tenant's Work with any laws or as to the suitability of the Premises, or the Tenant's Work for the Tenant's needs. Accordingly, notwithstanding any review or approval of the Tenant's plans or specifications by the Landlord or its architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to the Tenant by the Landlord or the Landlord's architect, engineers and consultants, the Landlord shall have no liability whatsoever in connection with the Tenant's Work or for any omissions or errors contained in the plans and specifications for the Tenant's Work.

Occupancy Dates / Start of Tenant's Work

3. The Landlord shall give the Tenant written notice of the Possession Date.
4. The Tenant and/or its contractor(s) shall be permitted entry to the Premises for the conduct of Tenant' Work on the Possession Date, as advised by the Landlord, if the Tenant has provided the Landlord with satisfactory evidence of:
 - 1) insurance, as required by the Landlord;
 - 2) the Tenant having obtained the necessary building, plumbing, mechanical and electrical permits;
 - 3) letters of Good Standing from the Newfoundland and Labrador Construction Safety Association ("NLCSA") as proof of possession of Certificate of Recognition ("COR"), which shall be provided for all Contractors and subcontractors used;
 - 4) a contact list for the Tenant and the Tenant's general contractor and sub-contractors containing the name of the contact person and phone numbers for afterhours emergency use;
 - 5) a job specific safety management plan that is acceptable to the Landlord and shall address the following:
 - a. Prescribed safety requirements and compliance strategies;
 - b. Employee orientation, training and qualifications;
 - c. Written safety policies and safe work procedures;
 - d. Method of site safety supervision;

- e. Procedures for Subcontractors safety;
- f. Incident reporting procedures;
- g. Contact numbers for safety supervisors;
- 6) written permission authorizing the Landlord to approach governmental regulatory authorities for applicable safety-related information on all contractors and subcontractors
- 7) proof of qualifications for all contractors and subcontractors intended to be used;
- 8) all relevant safety certifications and documentation pertaining to all contractors and subcontractors used;
- 9) safety statistics involving the contractor and subcontractors used for the past five (5) years including total person hours worked, total number of lost time injury counts and total lost time injury counts;
- 10) the Landlord's approval of the plans and specifications.

The Tenant shall not be entitled to possession of the Premises until a sufficient amount of the Landlord's Work has been completed therein. It is acknowledged that the Landlord's Work with regard to the sprinklers, heating, ventilation and air conditioning system and main electrical service to the Premises cannot be completed without the Tenant's plans and/or specifications having been approved by the Landlord.

Insurances

- 5. The Tenant will not be permitted to enter the Premises for any purpose until the Tenant shall have deposited with the Landlord a builders risk certificate (if requested by the Landlord) and a liability certificate from the Tenant's general contractor, or if none, then from the Tenant in an amount of not less than three million dollars (\$3,000,000.00) per occurrence, with the Landlord added as additional insured, and with a cross liability clause; which liability insurance shall be on a comprehensive form and shall cover all hazards related to any work performed by any such general contractor or independent contractor, as the case may be, in the Premises.

Payments by Tenant

- 6. The Tenant shall pay to the Landlord in respect of the conduct of the Tenant's Work:
 - I. a fee to provide temporary services during the time commencing on the Possession Date , and terminating on the Commencement Date, as set out in section 1.1(e) of the Agreement to which this Schedule is appended (hereinafter the "Fixturing Period"), including temporary power, lighting, heating and security. The calculation of this fee is to be based on existing services metering and rates and is to be agreed with the Landlord prior to the commencement of the Fixturing Period.
 - II. the reasonable cost including the cost of labour, materials, taxes, architectural, engineering and contractors' fees, to the Landlord of: special supervision; any necessary cutting or patching of or repairing any injury to the Landlord's Work; removal of refuse or of cleaning common areas as a result of Tenant's Work; removing or correcting faulty Tenant's Work; changes in the Landlord's Work required by the Tenant for the use of the Premises; any Tenant's Work performed by the Landlord at the request of the Tenant; and all other costs incurred for the accommodation of any Tenant's Work under this Schedule "C" (including delays in the Landlord's Work

caused by the conduct of the Tenant's Work). The Tenant shall pay to the Landlord the cost of such work performed by the Landlord, plus 15% Landlord's administration fee.

LANDLORD'S WORK

The items enumerated under this heading constitute the entire Landlord's Work and will be provided by and completed at the expense of the Landlord in accordance with its plans and specifications and the applicable requirements of all regulatory authorities having jurisdiction with respect thereto. All other work required to prepare the Premises for use by the Tenant shall constitute the Tenant's Work, whether enumerated in this Schedule "C" or not.

- a) Floor
Smooth concrete floor installed on one elevation as determined by the Landlord. Floor shall be designed to support a live load of 100 pounds per square foot.

- b) Demising Walls / Ceilings
Demising walls shall be constructed of metal studs.

Projections in demising walls may occur due to the existence of columns or structural members. The walls may be required to be fire rated.

The Landlord will provide fire rated demising walls, if required by Code. Fire rating requirements will be based on the base building design and any fire rating upgrades required due to the Tenant's type of occupancy will be the responsibility of the Tenant.

Ceilings will consist of exposed unpainted building roof structure.

- c) Electrical Service
Each Tenant is provided with an electrical service to the Landlord's designated point of entry. The Tenant is to confirm that the capacity of the electrical system is sufficient for their needs. The Tenant is responsible for any required upgrades to the electrical service which must be done in consultation with and approval by the Landlord.
- d) Communications
The Landlord will provide an empty 3/4" conduit for telephone service to the Premises at a location as designated by the Landlord.
- e) Utilities and Plumbing
The Landlord will provide, where required, cold water supply terminated at a valve, sanitary vent, and sanitary line below the floor to points of entry into the Premises as designated by the Landlord.
- f) Fire Protection/Alarms
The Landlord is responsible for the installation of all fire protection and alarm devices required by the National Building Code (referred to as "Code") and/or authorities having jurisdiction, except for those required as a result of the Tenant's use of or activity in the Premises. Where the Tenant is required to provide additional devices connected to the base

building fire alarm system, all such connections and verification (if required) shall be done by the Landlord's contractor at the Tenant's expense or by the Tenant's contractor if approved by the Landlord. The supply and installation of fire extinguishers is the Tenant's responsibility.

g) Sprinklers

If required by Code or by other authorities having jurisdiction, a sprinkler system will be provided within the Premises and the sprinkler heads will be placed to a standard spacing based on the condition of the Premises prior to the Tenant's occupancy. The Tenant must coordinate the design of its lighting, ceiling, infills and interior partition layout to accommodate this sprinkler system. Any changes in the sprinkler layout required by the Tenant's interior plans will be performed by the Landlord's contractor at the Tenant's expense or by the Tenant's contractor if approved by the Landlord.

h) Heating, Ventilation and Air-Conditioning

The Premises shall be provided with either interior fan coil units or roof-top units complete with heating elements and cooling coils to a location determined by the Landlord. The Landlord will supply one thermostat per HVAC unit to a location determined by the Landlord. Additional thermostats and control wiring will be the responsibility of the Tenant. The Landlord will provide power/propane to the unit and ensure the unit is operational.

The Landlord's Work terminates on the discharge/return side of the roof-top unit within the Premises or includes the provision of hot and/or chilled water pipes and fresh air to a location in the Premises determined by the Landlord. All work below the underside of the roof deck is the responsibility of the Tenant.

TENANT'S WORK

The Tenant's Work consists of the items enumerated under this heading and all other work required to complete the Premises for use by the Tenant, whether enumerated in this Schedule "C" or not, other than the Landlord's Work. The Tenant's Work will be provided by and completed at the expense of the Tenant and includes all work, materials, equipment and fixtures which are not specified as Landlord's Work, but which are required to complete the Premises in accordance with the plans and specifications approved by the Landlord and the applicable requirements of all regulatory authorities having jurisdiction and the insurance underwriters with respect thereto. The Tenant's Work, unless documented previously as "Landlord's Work", shall include, but not be limited to, the following:

a) Interior

All Tenant interior partitions, final floor preparations, floor coverings, ceilings, ceiling infills and structural supports which shall all be constructed of non-combustible materials (metal, drywall, masonry, etc.).

Where required by the Tenant's use of the Premises and the Code, the Tenant shall upgrade the Landlord's demising walls to provide the required fire separation between premises. This fire rating must be maintained.

Ceilings

Suspended ceiling systems shall extend throughout the Premises unless otherwise approved by the Landlord. The Tenant shall notify the Landlord of any damage to fireproofing materials of the base building system. Any such damage shall be repaired by the Landlord at the Tenant's expense or by the Tenant using a Landlord approved contractor. Where ceilings within the Premises are not easily removable, the Tenant shall provide access panels in its ceiling of a size, type and location as may be required by the Landlord in order to service either the Tenant's or the Landlord's equipment or facilities located above such ceiling. Where the Landlord has approved an open ceiling concept, the Tenant must obtain the Landlord's approval before any existing overhead services are removed or relocated.

Floors

If, due to the nature of the Tenant's permitted use of the Premises, the allowable live load of the floor structure is required to be increased, the Landlord shall upgrade the structure at the Tenant's expense.

b) Storefront/Signage

The Tenant's identification sign fascia shall be furnished and installed by the Tenant in accordance with the approved drawings, this Schedule "C" and the Lease. Signage must be illuminated (internally illuminated Channel letters) and shall be generally consistent with the signage specifications for the University Centre.

No signage shall be fabricated, or installed, until the Landlord has approved the Tenant's full colour signage proposal, which shall include a storefront elevation.

For Premises fronting on an interior space, the Tenant shall supply and construct the entire storefront and signage between the demising caps.

No storefront or closures (e.g. sliding doors) are to be suspended from the structure without written approval of the Landlord's structural engineer.

Supply and installation of barrier-free door operators, where required by Code, is the Tenant's responsibility.

c) Doors

All work required for interior doors and to replace or alter exterior doors supplied by the Landlord, including work to provide for depressions and/or raised areas, slots in the floor slab for door tracks, door closers, door supports, and special floor finishes are the responsibility of the Tenant.

d) Exterior Walls

All work required to install openings, fans, vents, louvers, storefront and/or other improvements that are proposed to be fastened to, penetrate or affect the appearance of

exterior walls, or the demising partitions are the responsibility of the Tenant, providing that no such work will proceed without the prior written approval of the Landlord.

e) **Meters**

The Tenant, if required by the Landlord, must apply for and supply at its own expense consumption meters for any utilities (e.g. gas, water, electricity) serving the Premises, or if the Landlord elects to supply them, the Tenant shall pay to the Landlord for the cost thereof.

f) **Electrical**

Extension from the disconnect switch including the supply and installation of transformers (where supply is 600 volts), meters, panels, breakers, conduit, wiring, junction boxes, switches, lighting, smoke detectors, electrical distribution within the Premises, all receptacles and connections to electrical loads such as the HVAC equipment and any other work within the Premises will be at the Tenant's expense.

The Tenant must provide a final electrical safety inspection certificate.

The Tenant is to provide switches for all lights except night lights.

The Tenant is to provide self-contained battery packs for emergency lighting.

If the service capacity of the Premises is not adequate, the Tenant shall inform the Landlord of the required capacity in amperes based on the service voltage supplied. Any additional cost to the Landlord to provide additional electrical capacity shall be the responsibility of the Tenant.

g) **Communications**

The Tenant is to supply and install the communication cabling from the Landlord's termination blocks to the Tenant's Premises. The cables and all other work required to provide telephone service from the Landlord's telephone room to the Premises will be the Tenant's responsibility. Ample space above the ceiling grid shall be available throughout the base building to provide telephone wires to all parts of the Premises.

h) **Fire Alarm Systems**

The Tenant is to provide and install devices connected to the base building fire alarm system. All new and revised fire alarm components are to be installed, tested and verified by the Landlord, at the Tenant's expense. The complete verification shall be performed by the manufacturer and the Tenant's electrical contractor under the direction and to the satisfaction of the Landlord or its engineer. Fire alarm work will be done by the Landlord's contractor at the Tenant's expense or by a contractor approved by the Landlord.

All proposed security system installations are to be submitted to the Landlord for approval.

i) **Plumbing**

The Tenant shall supply and install all internal plumbing and supplies, including metering where required by the Landlord, and installation of hot water heaters and grease traps (where Landlord directs). The Tenant is responsible for the excavation, filling and

compaction for all underground mechanical services within the Premises. The Tenant is responsible for the cutting and repair of the floor slab (as approved by the Landlord), if in place, and disposal of waste. The Landlord reserves the right to examine such work prior to and during backfilling and compaction operations.

j) Propane Service

Propane is supplied from a central source for various tenants, and is managed by the Landlord. Each tenant is metered individually, and the Tenant will be responsible for all costs associated with usage and service at the location identified.

k) Sprinklers (where required) and Other Life Safety Equipment

The Tenant shall supply all requisite life safety equipment including fire extinguishers and hoses and for any modifications to the sprinkler and life safety system necessary because of the Tenant's requirements such as interior partitioning, cooking hoods and equipment. The modification work will be done by the Landlord's contractor at the Tenant's expense or by a contractor approved by the Landlord.

l) Heating, Ventilation and Air-Conditioning

All work required on heating, ventilating and air-conditioning systems consisting of all necessary piping, ducts, duct insulation, diffusers, controls, including thermostats required for the maintenance of required conditions in the Premises and as required for the removal of any air not suitable for re-circulating, such as fumes, odours, and vapors is the responsibility of the Tenant.

Where gas/propane-fired apparatus is approved by the Landlord and available for the Premises, exhaust ducts from such apparatus shall be brought to the roof and connected to a roof-mounted appurtenance to be provided and installed by the Landlord on behalf of and at the cost of the Tenant or by a contractor approved by the Landlord. The location of the roof-mounted equipment, metering, piping and outlets shall be coordinated with the Landlord.

m) Exhaust Systems

All washroom exhaust systems, show window exhaust systems, plumbing vents, mechanical ventilation equipment exhausts and cooking exhausts which are not part of the standard heating, ventilating and air-conditioning system provided by the Landlord under the heading "Landlord's Work" are to be provided by the Tenant. All openings, supporting structures, curbs, flashing, water-proofing, ducts, vents and grilles for such Tenant-installed equipment shall be the Tenant's sole responsibility and installed in accordance with the Landlord's building standards or in accordance with approved plans and specifications. The Tenant shall also complete all make-up air systems necessary to ensure that it is not drawing conditioned air from the Common Area or adjacent premises. Ventilation must be sufficient to prevent odours from escaping from the Premises. If ventilation is insufficient to prevent odours escaping from the Premises, the Landlord reserves the right to rectify the ventilation systems at the Tenant's expense.

n) Miscellaneous and Fixtures

All other work including, but not limited to, refrigeration equipment (if the Tenant handles perishable items), all finishing work and the installation of millwork, finishes, fixtures,

furnishings and equipment necessary to properly complete the Premises for use and occupancy by the Tenant and the proper conduct of the Tenant's permitted use therein, are the responsibility of the Tenant.

Performance of Tenant's Work

The Tenant shall complete the Tenant's Work and shall secure all approvals and permits, in its name, required for the Tenant's Work from the authorities having jurisdiction and shall submit to the Landlord proof of such approvals and permits having been obtained prior to commencing the Tenant's Work. The Tenant's Work shall otherwise be carried out in accordance with the following provisions:

- a) Tenant's Work shall be done as expeditiously as possible in a good and workmanlike manner and with first-class new materials. All work undertaken by the Tenant shall be performed by competent workers whose labour affiliations are compatible with those and all others employed by the Landlord and its contractors.
- b) Tenant's Work shall be done in compliance with such reasonable rules and regulations as the Landlord or its agents may make, such as:
 - I. time and place of deliveries;
 - II. hours of work and scheduling and coordination of work, including afterhours work where the work may disrupt the business of adjacent tenants;
 - III. make good / reinstate finishes of adjoining occupancies, where affected by the Tenant's work;
 - IV. material and equipment handling, including hoisting facilities;
 - V. material and equipment storage
 - VI. automobile and truck access and parking;
 - VII. electricity, heat and water availability;
 - VIII. clean up and toilet facilities;
 - IX. garbage and refuse storage and removal;
 - X. hoarding;
 - XI. security.
- c) Tenant's Work shall be done in such manner so as not to unreasonably interfere with the Landlord's Work in respect of the Premises or in any other portion of the University Centre.
- d) Tenant's Work shall be subject to the reasonable supervision of the Landlord and its agents or contractors.
- e) Tenant's Work shall be done at the risk of the Tenant.
- f) The Tenant, its employees, contractors and contractors' employees shall not enter onto any roof of the Property or make any opening in the roof without the Landlord's express authorization. All work done on the Property roof shall be carried out by the Landlord's contractor at the Tenant's expense or by any contractor approved by the Landlord.
- g) No load greater than the design live load of 100 pounds per square foot, uniformly distributed, shall be imposed on any floor. No loads may be suspended from the underside of the roof structure other than the combined load of the suspended ceiling light fixtures and mechanical terminals for which it has been designed. No holes shall be drilled through the floors without the written approval of the Landlord.
- h) The Tenant shall maintain the Premises in a reasonably clean and orderly state during the Tenant's Work, and shall be responsible for removing from the Property all excess material and garbage resulting from the Tenant's Work and shall store or remove all combustible or

environmentally hazardous substances (hereinafter "Hazardous Substances") at the end of each shift to the Landlord's satisfaction, failing which the Landlord may do so and the Tenant shall pay the Landlord the cost of removing the Hazardous Substances and any remediation required plus 15% Landlord's administration fee.

- i) Objectionable odours from the Premises shall, at the Tenant's expense, be exhausted in such a manner that they do not escape into the common areas or other tenants' premises and so that they do not short circuit into any fresh air vents.
- j) Any damage to the Premises or any part of the Property caused by the Tenant or any of its employees, contractors or workers shall be repaired forthwith by the Tenant, failing which the Landlord may do so and the Tenant shall pay the Landlord the cost of the repair plus 15% Landlord's administration fee.
- k) The Tenant and its contractors shall advise the Landlord of any flammable and Hazardous Substance used on the Premises and Property. The Tenant or its contractors will remove and deposit the Hazardous Substance on a daily basis in accordance with any local authorities having jurisdiction. The Tenant and its contractors shall conform with the requirements of Workers Hazardous Material Information Sheets (WHMIS) and other applicable safety codes and regulations.
- l) Sprinkler system impairments, whether planned or accidental, on site or off site, must be promptly reported to the satisfaction of the Landlord's property insurance provider who will advise on the monitoring procedure until the system is fully restored. The Tenant is responsible for all monitoring, security and/or supervision costs during sprinkler system impairments.
- m) Hot work procedures, such as welding and torching, must be conducted by authorized personnel only and hot work permits must be requested from the Landlord prior to commencement of the work. A minimum 24 hours advance notice is required by Landlord for such permits.
- n) Unless otherwise advised by the Landlord, the Tenant is to provide evidence to the Landlord upon completion of the Tenant's Work indicating the Tenant has entered into a service and maintenance contract for all installed mechanical systems. All service contractors must be approved by the Landlord.
- o) Any fire sprinkler or alarm upgrades required to the Landlord's property due to the Tenant's work and type of occupancy will be the Tenant's responsibility and at the Tenant's cost.

The Landlord reserves the right, in its sole discretion, to enter upon the Premises to inspect the Tenant's Work from time to time and any Tenant's Work that is not in accordance with plans, specifications, information and revisions delivered to and approved by the Landlord or that is not otherwise in accordance with the requirements of the authorities having jurisdiction and that has not been removed or corrected forthwith after demand, may be removed or corrected by the Landlord at the expense of the Tenant. The Tenant shall pay to the Landlord the actual cost of such work performed by the Landlord plus 15% Landlord's administration fee.

Schedule "D"**Summary of Main Terms**

- | | | |
|----|-------------------------------------|--|
| 1. | Term | 5 years |
| 2. | Name of Business: | Dr. P. Redmond and A. Keefe Professional Dental Corporation |
| 3. | Address of Tenant: | Smallwood Centre – UC 3020 |
| 4. | Site Location: | University/Smallwood Centre 3rd Floor – UC 3020 |
| 5. | Common Area Square Footage: | 741 square feet |
| 6. | Storage Area Square Footage: | 103.97 square feet |
| 7. | Common Area Cost: | \$53.00 per square foot plus HST |
| 8. | Storage Area Cost: | \$15.00 per square foot plus HST |
| 9. | Equipment: | Provision of own equipment for operation of the business |

Schedule "E"
Standard Use Clause

The Tenant shall use the Premises for the operation of a Dental Practice and for no other purpose. Services include dental hygiene, fillings, extractions, crown and bridge, minor orthodontics, dentures, extractions, bleaching, veneers, etc.

Notwithstanding the foregoing, if the Tenant desires to change the use of the Premises, the Tenant must first receive the Landlord's written consent, which consent shall not be unreasonably withheld or conditioned. Without limiting the factors to be considered by the Landlord in granting or withholding the Landlord's consent, in no event may the new use violate the exclusive or restrictive rights, or conflict with the primary use, of any other then existing tenant in the Property. Notwithstanding the foregoing and in addition thereto, if the Tenant desires to change the use of the Premises, Tenant shall notify the Landlord in writing of the intended change (the "Change Notice"). The Landlord shall have the option, to be exercised within ninety (90) days of Tenant's Change Notice, to notify the Tenant that it wishes to terminate this Lease. If the Landlord elects to terminate this Lease, such termination shall be effective ninety (90) days after the date of Landlord's termination notice.

The Tenant shall operate the Premises only under the trade name "Dr P. Redmond and A. Keefe Professional Dental Corporation " and no other name whatsoever, without the Landlord's prior written consent, which consent shall not be unreasonably withheld.

Schedule "F"
MUN Water Pledge

MUN WATER PLEDGE

In signing this pledge, the Memorial University of Newfoundland community pledges to

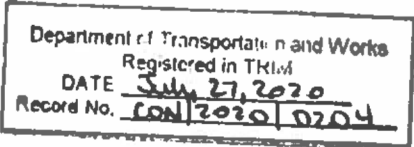
1. Progressively and systematically eliminate the distribution of plastic bottled water at all University events and, through environmental and health education programming, achieve the ultimate goal of a university community that is bottled water free.
2. Conduct a University-wide Public Water Access Audit — a comprehensive analysis of the current state of public water access on campus. The final report of this audit will be made public in fall 2009.
3. Based on the results of the Audit and Employee Water Survey, develop a priority-based Water Access Plan to upgrade current infrastructure so as to increase access to public drinking water. This plan shall be made in consultation and conjunction with students, faculty and staff of the University community.
4. Ensure that all new campus buildings include adequate access to public drinking fountains and/or water fill stations.

Dated at St. John's, this 7th day of September 2009

Signed on behalf of Memorial University's students, faculty and staff by:

Dr. Chris Loomis
President and Vice-Chancellor *pro tempore*
Memorial University of Newfoundland





THIS LEASE made the 29th day of JULY 2020,

BETWEEN:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND, a body corporate constituted and continuing under and by virtue of the Memorial University Act, R.S.N.L. 1990, c. M-7

(the "Landlord")

AND

THE HONOURABLE MINISTER OF TRANSPORTATION AND WORKS, for and on behalf of Her Majesty in right of Newfoundland and Labrador

(the "Tenant")

THIS AGREEMENT WITNESSETH that for and in consideration of the rents, covenants and conditions hereinafter contained, the Landlord hereby demises unto the Tenant those premises situate and being contained in the building of the Landlord known as Coughlan College and containing a floor space of 6416 square feet (hereinafter referred to as the "Demised Premises") on the St. John's Campus of the Landlord, located in the City of St. John's, in the Province of Newfoundland and Labrador, to have and to hold the Demised Premises for and during the term of three (3) years to commence and be computed from the 1st day of April, 2018 and thence forward to be completed and ended on the 31st day of March, 2021, yielding and paying therefor yearly to the Landlord the rental amount of \$14.00 per square foot, or \$89,824 per annum, exclusive of HST.

1.1 Basic Terms

- (a) Landlord: Memorial University of Newfoundland
Mailing Address: 230 Elizabeth Avenue, P.O. Box 4200
St. John's, NL A1C 5S7
Attn: Vice-President (Administration & Finance)
Email: vpadmin@mun.ca
(b) Tenant: Minister of Transportation and Works for and on behalf of Her Majesty in right of Newfoundland and Labrador
Mailing Address: Confederation Building
P.O. Box 8700
Prince Philip Drive
St. John's, NL A1B 4J6
(c) Demised Premises: 6,416 square feet in that portion of the Landlord's St. John's Campus named Coughlan College
(d) Term: 3 years, [36 months] subject to Section 2.2 and 2.3
Commencement Date: April 1, 2018 subject to Section 2.2 and 2.3
End of Term: March 31, 2021 subject to Sections 2.2 and 2.3
(e) Annual rent: \$14.00 per square foot or \$89,824 per annum, plus HST

- (f) Extension Rights: None
- (g) Early termination: on six months' notice by the Landlord in the event that the Landlord decides to remove and demolish the Coughlan College building

1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Commencement Date" is defined in Section 2.2;
- (b) "Event of Default" is defined in Section 15.1;
- (c) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises, including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (d) "Demised Premises" means that portion of the Property identified in Section 1.1(c) specifics of which are outlined in Schedule A;
- (e) "Property" means Memorial University of Newfoundland, and includes the Demised Premises;
- (e) "Term" means the period specified in Section 1.1(d) and, where the context requires, any renewal, extension or overholding thereof;
- (f) "Transfer" means an assignment of this Lease in whole or in part, a sublease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and
- (g) "Transferee" means any person or entity to whom a Transfer is or is to be made.

Article 2 — Demise and Term

2.1 Demise

In consideration of the rents, covenants and agreements within this Lease, to be paid, observed and performed the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord, the Premises. The Tenant accepts the Premises on an "as is" basis.

2.2 Term

The Term shall commence on the date (the "Commencement Date") set out in Section 1.1(d) and shall run for the period set out in Section 1.1(d) and end on the date set out in Section 1.1(d), unless terminated earlier pursuant to the provisions of this Lease. The Landlord can terminate this lease on six months' notice to the Tenant, in the event that the Landlord wishes to remove and demolish the Coughlan College building.

2.3 Overholding

If at the expiration of the initial Term or any subsequent renewal or extension of the initial Term, the Tenant shall continue to occupy the Demised Premises without further written agreement, there shall be no automatic renewal of this Lease, and the tenancy of the Tenant shall continue in a month to month arrangement, which may be terminated by either party on one (1) month's written notice. All other relevant provisions of this Lease shall remain unchanged.

Article 3 — Utilities

3.1 Payment for Utilities

The Landlord will be responsible for the cost of heat, light and garbage collection for the Demised Premises.

3.2 No Overloading

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Demised Premises or the electrical wiring and service in the Demised Premises, and agrees that if any equipment installed shall require additional utility facilities, such facilities shall be installed, at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

3.2 No Liability

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Demised Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of any kind arising from any interruption or failure in the supply of any utility or service to the Demised Premises, including, for greater certainty, and without limitation, interruptions or failures arising from a power outage.

Article 4 — Control and Operation by Landlord

4.1 Property Operation and Repair

The Landlord shall operate, maintain and repair the Demised Premises, including the grounds of the Demised Premises, to the extent required to keep the Demised Premises, equipment and facilities in a state of good repair and maintenance as per normal property management standards for a similar building in the vicinity, except that the Tenant is responsible for the interior carpeting and interior wall paint of the Demised Premises. For greater certainty:

- (a) the Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and
- (b) the Landlord shall promptly make all repairs to the structural components of the Premises.

4.2 Control of Common Areas and Premises

(1) Without limitation, the Landlord may, in its operation of the Demised Premises, do any or all of the following: regulate, acting reasonably, all aspects of loading and unloading and delivery and shipping, and all aspects of garbage collection and disposal; designate employee parking areas or prohibit the Tenant and its employees from parking in or on the Demised Premises; and do and perform such other acts in and to the Demised Premises as the Landlord determines to be advisable for the proper operation of the Demised Premises.

(2) The Landlord reserves the right to make changes to the Demised Premises as the Landlord shall from time to time reasonably determine. Despite anything else contained in this Lease, the Landlord has no liability for any alteration of the Demised Premises that occurs as a result of the Landlord's exercise of its rights under this Section 4.2 or elsewhere in this Lease. The Tenant shall not be entitled to compensation for such alteration. Further, no such alteration shall be considered to be a constructive or actual eviction of the Tenant, or a default by the Landlord of any obligation for quiet enjoyment contained in this Lease or provided at law.

Article 5 — Use of Premises

5.1 Use of the Demised Premises

The Tenant acknowledges that the Demised Premises will be used to operate the Student Aid Office, as office space for the Tenant, and for no other purpose.

5.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of public authority affecting the Demised Premises including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters. This includes, but is not limited to the following:

- (a) where, during the Term, the Tenant has, through its use or occupancy of the Demised Premises, caused or permitted a release of a contaminant at, from or to the Demised Premises, the Tenant shall immediately clean up such contaminant from the Demised Premises, and any affected areas, at the Tenant's expense; and
- (b) on the termination of the Lease for any reason, the Tenant shall remove, at its expense, any contaminant or contamination which, through the Tenant's use or occupancy of the Demised Premises, it has brought to or created at the Demised Premises.

5.3 Waste, Nuisance, Overloading

The Tenant shall not cause any damage or injury to the Demised Premises, nor permit any overloading of the floors, roof deck, walls or any other part of the Demised Premises, and shall not use or permit to be used, any part of the Demised Premises for any illegal or unlawful purpose or any dangerous or offensive trade or business, and shall not cause or permit any nuisance in, at, or on the Demised Premises.

Article 6— Repairs and Alterations of Premises

6.1 Maintenance, Repair and Cleaning of Premises

Except as set out in this Article 10, the Landlord shall, at its own expense and cost, operate, maintain and keep in good repair, the Demised Premises and all parts (including, without limitation, all plumbing, drains, electrical and other utility services within or exclusively serving the Demised Premises).

6.2 Inspection and Repair on Notice

The Landlord, its servants, agents and contractors shall be entitled to enter the Demised Premises at any time without notice for the purpose of making emergency repairs, and on reasonable prior written notice, for the purpose of inspecting and making repairs, alterations or improvements to the Demised Premises or for the purpose of having access to the under floor ducts, or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct). The Tenant shall not be entitled to compensation for any resulting inconvenience, nuisance or discomfort. The Landlord, its servants, agents and contractors may at any time, on reasonable prior written notice, enter on the Demised Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord shall take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the Tenant's use and enjoyment of the Demised Premises. The Tenant shall promptly address all repairs necessitated by the Tenant's negligence or willful misconduct, or the negligence or willful misconduct of the Tenant's agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible.

6.3 Repair where Tenant at Fault

If the Demised Premises, the boilers, engines, controls, pipes and other apparatus used for the purpose of heating or air-conditioning the Demised Premises, the water and drainage pipes, the electric lighting, any other equipment or the roof or outside walls of the Demised Premises are damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees or anyone permitted by it to be in the Demised Premises, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid to the Landlord on demand.

6.4 Alterations

The Tenant will not make or erect in or to the Demised Premises any installations, alterations, additions or partitions without first obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold. Any work performed by or for the Tenant shall be performed by competent workers whose labour union affiliations are not incompatible with those of any workers who may be employed in the Demised Premises by the Landlord, its contractors or subcontractors. The Tenant shall permit the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and materials, labour and services involved, and the cost of all decoration and changes to the Demised Premises, its equipment or services, necessitated as a result.

6.5 Agreed Improvements

The parties agree that the following renovations and work to the Demised Premises will be included in this Lease, and will be done at the Landlord's expense:

- a. WiFi coverage for the main floor lobby area;
- b. Installation of a push button operator for the entrance door to the Student Services Suite;
- c. Miscellaneous Building Services repairs, such as gyproc and bulkhead repair within the Demised Premises; and
- d. Plastering and painting within the Student Services Suite.

6.6 Removal of Improvements and Fixtures

(1) All Leasehold Improvements shall immediately become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Demised Premises by the Tenant, either during or on the expiry or earlier termination of the Term except that:

- (a) the Tenant may, during the Term, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
- (b) the Tenant shall, at its own expense, remove Leasehold Improvements as required by the Landlord, before the end of the Term.

(2) The Tenant shall, at its own expense, repair any damage caused to the Demised Premises by the installation or removal of Leasehold Improvements or trade fixtures. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, become the property of the Landlord and may be removed from the Demised Premises and sold or disposed of by the Landlord as it sees fit. Unless otherwise agreed, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

6.7 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give the Landlord vacant possession of the Demised Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 6.5.

Article 7— Insurance and Indemnity

7.1 Tenant's Insurance

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (a) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Demised Premises or on the Property, including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;

- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Demised Premises which coverage shall include the business operations conducted by the Tenant and any other person on the Demised Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000) or such higher limits as the Landlord may reasonably require;
- (c) business interruption insurance; and
- (d) such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee.

(2) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 7.1(a) and 7.1(b) shall name as loss payee the Landlord and anyone else with an interest in the Demised Premises designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to the Landlord. The Landlord agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall contain a provision for cross-liability or severability of interest as between the Landlord and the Tenant.

(3) The Tenant shall provide the Landlord with certificates of all such policies. The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as provided, the Landlord shall have the right to take out such insurance and pay the premium, and in such event, the Tenant shall pay to the Landlord the amount paid as premium.

7.2 Landlord's Insurance

The Landlord shall provide and maintain insurance on the whole of the Property against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Property. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Landlord may maintain other insurance in respect of the Property and its operation and management as the Landlord determines. The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

7.3 Increase of Landlord's Premiums

If the occupancy of the Demised Premises, the conduct of business in the Demised Premises, or any acts or omissions of the Tenant in the Property causes or results in an increase in premiums for the insurance carried by the Landlord with respect to the Property, the Tenant shall pay any such increase in premiums after invoices are rendered by the Landlord. In determining whether increased premiums are caused by or result from the use and occupancy of the Demised Premises, a schedule issued by the organization computing the insurance rate on the Property showing the various components of such rate shall be conclusive evidence of the items and charges which make

up the rate. The Tenant shall comply promptly with all requirements and recommendations of any insurer affecting the Demised Premises.

7.4 Tenant Indemnity

The Tenant will indemnify the Landlord from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury, bodily injury and/or damage to or loss of property arising out of any occurrence in or about the Demised Premises;

- (b) caused wholly or in part by any act or omission of the Tenant, its' agents, employees, suppliers, contracted parties or any others for whom it is responsible; or
- (c) arising from any breach by the Tenant of any provision of this Lease.

7.5 Release

(1) In no event, shall the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:

- (a) damage to property of the Tenant or others located on the Demised Premises;
- (b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter;
- (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- (d) any damage caused by anything done or omitted to be done by any other tenant of the Demised Premises; or
- (e) any indirect or consequential damages suffered by the Tenant unless through the fault, negligence or breach of the Lease by the Landlord or those for whom it is in law responsible.

Article 8 — Assignment and Subletting

8.1 Assignment, Subletting

The Tenant shall not Transfer this agreement.

8.2 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Demised Premises or any part or parts thereof, and with the resulting assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from the assignment.

Article 9 — Quiet Enjoyment

9.1 Quiet Enjoyment

The Tenant, on observing the covenants and provisions required to be performed and observed on its part, shall peaceably enjoy the Demised Premises for the Term, with the exception that there will be no access by the Tenant to the Property or to the Demised Premises if the university is closed due to inclement weather.

Article 10 — Damage and Destruction

10.1 Damage or Destruction to Premises

If the Demised Premises or any portion thereof are damaged or destroyed by fire or by other casualty, the Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition or partition that the Tenant is required to maintain insurance, or any other property of the Tenant.

10.2 Rights to Termination

(1) If the Premises or any portion of are damaged or destroyed by any cause whatsoever and cannot, in the opinion of the Landlord's architect or professional engineer, be rebuilt within one hundred and twenty (120) days of the damage or destruction, the Landlord may, instead of rebuilding the Premises, terminate this Lease by giving to the Tenant thirty (30) days' notice of termination, and the Tenant shall immediately deliver vacant possession of the Demised Premises to the Landlord; and

(2) If the Demised Premises shall, at any time, be wholly or partially destroyed or damaged (whether or not the Demised Premises have been affected) to the extent that twenty-five percent (25%) or more of the gross floor area of the Property has become unfit for use, the Landlord may elect, within thirty (30) days from the date of such damage, to terminate this Lease on thirty (30) days' notice to the Tenant.

10.3 Certificate Conclusive

Any decisions regarding the extent to which the Demised Premises or any portion of the Property has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties.

10.4 Insurance Proceeds

In the event of damage or destruction not contemplated by Section 10.1 or 10.2, occurring by any cause, which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Demised Premises, or are not payable to or received by the Landlord, or in the event that any mortgagee or other person entitled does not consent to the payment of the proceeds to the Landlord, or in the event that the Landlord is not able to obtain all necessary governmental approvals and permits to rebuild the Demised Premises, the Landlord may elect, on written notice to the Tenant, within thirty (30) days of such damage or destruction, to terminate this Lease, and the Tenant shall

immediately deliver up vacant possession of the Premises to the Landlord.

10.5 Landlord's Work

In performing any reconstruction or repair, the Landlord may make changes to the Demised Premises and its equipment and systems and minor changes in the location or area of the Demised Premises. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term, and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

Article 11 — Default

11.1 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- (a) the Tenant has breached any of its obligations in this Lease and, if the breach is capable of being remedied and is not listed in this Section 11.1, after notice in writing from the Landlord to the Tenant:
 - (i) the Tenant fails to remedy the breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - (ii) if the breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy the breach within ten (10) days, or fails to proceed diligently to remedy the breach;
- (b) the Tenant becomes bankrupt or insolvent or takes any steps towards creditor protection under bankruptcy and insolvency legislation, enters into a proposal or an assignment arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (c) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant;
- (d) the Tenant makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord;
- (e) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (f) the Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- (g) the Tenant abandons or attempts to abandon the Demised Premises, or the Demised Premises become vacant or substantially unoccupied for a period of five (5) consecutive days or more;
- (h) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Demised Premises; or
- (i) any insurance policy covering any part of the Property is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

11.2 Default and Remedies

If an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have each of the following rights and remedies available at any time:

- (a) to terminate this Lease by notice to the Tenant, or to re-enter the Demised Premises and repossess them, and to remove all persons and property from the Demised Premises and store any property at the expense and risk of the Tenant, or sell or dispose of the property in a manner the Landlord sees fit without notice to the Tenant. If the Landlord enters the Demised Premises without notice to the Tenant of its intention to terminate this Lease under this Section 11.2(a) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 11.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but rather the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without the proper notice to the Tenant;
- (b) to enter the Demised Premises as agent of the Tenant to do any or all of the following:
 - (i) relet and receive rent for the Demised Premises for whatever length and on such terms as the Landlord may determine;
 - (ii) take possession of any property of the Tenant on the Demised Premises, store such property at the expense and risk of the Tenant, and sell or dispose of the property in a manner the Landlord sees fit without notice to the Tenant;
 - (iii) make alterations to the Demised Premises to facilitate its reletting; and
 - (iv) apply the proceeds of any sale or reletting first, to the payment of any expenses incurred by the Landlord in reletting or sale of property, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant remains liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by the Landlord's actions in remedying or attempting to remedy the default. The Tenant shall pay to the Landlord all associated expenses incurred by the Landlord.

11.3 Remedies Cumulative

The Landlord may resort to any or all of the rights and remedies available to it in the event of any default by the Tenant, either by any provision of this Lease, or by statute or common law, all of which are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are in addition to, and are not to be interpreted as excluding any rights and remedies available to the Landlord by statute or common law.

Article 12 — General

12.1 Entry

(1) Provided that the Tenant has not exercised any option to extend this Lease as provided herein, the Landlord shall be entitled at any time during the last nine (9) months of the Term:

(a) on reasonable prior notice, to enter on the Demised Premises during Normal Business Hours (8:30 am to 5:00 pm) for the purpose of showing the Demised Premises to prospective tenants.

(2) The Landlord may enter the Demised Premises at any time during the Term on reasonable notice for the purpose of showing the Demised Premises to prospective Mortgagees and/or purchasers or for the purpose of inspecting the Demised Premises.

12.2 Reporting

The Tenant shall make available to the Landlord, upon request, all Service NL inspection reports, and other such verification that the Tenant is complying with health, safety or other regulation as may be reasonably required by the Landlord.

12.3 Force Majeure

In the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of any required act shall be postponed for a period of time equivalent to the time lost by reason of such delay.

12.4 Notices

(1) Any notice, delivery, payment or tender of money or document(s) to the parties may be delivered personally, or sent by prepaid registered or certified mail, or prepaid courier to the address for such party as set out in Section 1.1(a) or (b), as applicable, and any such notice, delivery or payment so delivered or sent shall be considered to have been given or made and received on the delivery or on the third business day following the mailing. Each party may, by notice in writing to the others, designate an alternative address in Canada to which notices given more than ten (10) days after shall be addressed.

(2) Section 12.4 (1) does not apply during any disruption in the service of Canada Post. In such circumstances, notice, delivery, payment or tender of money or document(s) shall be deemed to have been received only if delivered personally or sent by prepaid courier.

12.5 Number, Gender, Effect of Headings

Words using the singular number only shall include the plural and *vice versa*, words using the masculine gender shall include the feminine and neuter genders, and words using persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections

and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

12.6 Severability, Subdivision Control

If any Article or Section or part of an Article or Section in this Lease is held to be illegal or unenforceable, it shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though the Article, Section or part had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent and the Landlord agrees to cooperate with the Tenant in bringing such application.

12.7 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

12.8 Successors and Assigns

The rights and liabilities of the parties shall continue to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord.

12.9 Confidentiality, Personal Information and ATIPPA

(1) To the extent possible, the contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant. The Tenant shall not, under any circumstances, discuss or reveal the details of this Lease with any non-affiliated parties including, but not limited to, any other tenants in the Property, prospective tenants, real estate agents or others except the Tenant's legal and financial advisors, any *bona fide* Transferee, and except as may be required by law.

(2) Any Tenant that is an individual person consents to the collection and use of their personal information, as provided directly or collected from third parties, for the purposes of the Landlord considering the Tenant's offer in respect of this Lease and determining the suitability of the Tenant, as applicable, (both initially and on an on-going basis), including the disclosure of information to existing and potential lenders, investors and purchasers.

(3) The Tenant acknowledges that this Agreement, and any information supplied by the Tenant to the Landlord may be required to be released by the Landlord pursuant to the *Access to Information and Protection of Privacy Act, 2015*, (ATIPPA) as amended from time to time. Tenant should be aware that any third party business information provided as part of this Agreement must meet all parts of the 3-part harms test for non-disclosure as stated in section 39 of ATIPPA in order for that information to be exempt from disclosure in the event of an ATIPP


Request to the Landlord. The Tenant is therefore strongly encouraged to review this and other related sections of the ATIPPA, 2015 as it relates to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this lease.

LANDLORD


**MEMORIAL UNIVERSITY OF
NEWFOUNDLAND**

I/We have the authority to bind the corporation

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

**MEMORIAL UNIVERSITY OF
NEWFOUNDLAND**

I/We have the authority to bind the corporation


Per:  s. 40(1)
Name: Kent Decker
Title: Bursar

Witness


 s. 40(1)
Name: Catherine Wilkinson

TENANT

I/We have the authority to bind the corporation

Per:  s. 40(1)
Name: SEAN DUTTON
Title: DEPUTY MINISTER OF
TRANSPORTATION AND WORKS

Witness

 s. 40(1)
Name
Director of Planning +
Accommodation

THIS LEASE made the 1st day of January, 2021.

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

(the "Landlord")

AND: **MEMORIAL UNIVERSITY OF NEWFOUNDLAND STUDENTS' UNION**, a body corporate organized and existing under and by virtue of the *Memorial University of Newfoundland Students' Union Act, 1968*, and formerly known as the Council of the Students' Union

(the "Tenant")

WHEREAS by agreement dated the 14th day of January, A.D. 1994 (hereinafter "the 1994 Agreement"), the Landlord and Tenant entered into a Lease Agreement with Memorial as Landlord and MUNSU as Tenant whereby MUNSU leased from Memorial the entire first floor of the Thomson Student Centre Building for a term of ten years to expire on January 30, 2004;

AND WHEREAS in 2000 Memorial completed construction of a new building known as the University Centre (the "University Centre") which was to house all the operations of MUNSU which were formerly located in the Thomson Student Centre;

AND WHEREAS since the 1st day of March, 2000, MUNSU has occupied portions of the University Centre for MUNSU's own offices, those of various student services, as well as sub-leases to various third party vendors;

AND WHEREAS by agreement dated the 28th day of April, 2006 (hereinafter "the 2006 Agreement") Memorial and MUNSU entered into a Lease Agreement with Memorial as Landlord and MUNSU as Tenant whereby MUNSU leased certain portions of the University Centre as described in the 2006 Agreement, for a term of ten years to expire on April 28, 2016;

AND WHEREAS at a meeting held March 29, 2016, the Vice-Presidents Council approved a 24-month extension (without any changes) to the current lease agreement between Memorial and MUNSU;

AND WHEREAS since 2018 the Tenant has been occupying the Premises on essentially the same terms and conditions of the 2006 Agreement;

AND WHEREAS the Parties have agreed to reinstate the University Management Advisory Committee (UMAC), which will consist of representatives from the Landlord and Tenant;

AND WHEREAS the Tenant acknowledges that it owes to the Landlord and will fully pay, upon execution of this Lease, the amount of \$17,500.00 in outstanding operations and maintenance charges covering to the year-end December 31, 2020;

AND WHEREAS the Parties hereto wish to enter into an agreement addressing the responsibility for the operation of certain facilities within the University Centre to be more particularly defined herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the sum of One Dollar, the Landlord hereby demises unto the Tenant those premises situate and being contained in Levels 1, 2, 3 and 6 of the University Centre at the St. John's Campus of the Landlord, located in the City of St. John's, in the Province of Newfoundland and Labrador, as depicted in Schedule A to this Agreement, to have and to hold the demised premises for and during the term of five (5) years to commence and be computed from the 1st day of January 2021 and thence forward to be completed and ended on the 31st day of December 2025.

Article 1 – Basic Terms and Definitions

1.1 Basic Terms

- (a) Landlord: Memorial University of Newfoundland
- (b) Tenant: Memorial University of Newfoundland Students' Union
- (c) Premises: That portion of the Landlord's St. John's Campus contained in Levels 1, 2, 3 and 6 of the University Centre as depicted in the appended Schedule A.
- (d) Term: 5 years [60 months] subject to Section 2.2 and 2.3
Commencement Date: January 1, 2021, subject to Section 2.2 and 2.3
End of Term: December 31, 2025, subject to Sections 2.2 and 2.3
- (e) Renewal Rights: The Parties may renew the Lease for a further 5-year term, on the same terms and conditions as contained herein, and upon giving 60 days' notice of their intention to do so.

1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Commencement Date" is defined in Section 2.2;
- (b) "Event of Default" is defined in Section 11.1;
- (c) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises, including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (d) "Premises" means that portion of the Property identified in Section 1.1(c) specifics of which are outlined in Schedule A;

- 3 -

- (e) "Property" means Memorial University of Newfoundland;
- (f) "Term" means the period specified in Section 1.1(d) and, where the context requires, any renewal, extension or overholding thereof;
- (g) "Transfer" means an assignment of this Lease in whole or in part, a sublease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and
- (h) "Transferee" means any person or entity to whom a Transfer is or is to be made.

Article 2 – Demise and Term

2.1 Demise

In consideration of the rents, covenants and agreements within this Lease, to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord, the Premises. The Tenant accepts the Premises on an "as is" basis.

2.2 Term

The Term shall commence on the date (the "Commencement Date") set out in Section 1.1(d) and shall run for the period set out in Section 1.1(d) and end on the date set out in Section 1.1(d), unless terminated earlier pursuant to the provisions of this Lease, subject to any rights of renewal as contained herein.

2.3 Overholding

If at the expiration of the initial Term or any subsequent renewal or extension of, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no automatic renewal of this Lease, and the tenancy of the Tenant shall continue in a month-to-month arrangement, which may be terminated by either party on one (1) month's written notice. All other relevant provisions of this Lease shall remain unchanged.

Article 3 – Utilities

3.1 Payment for Utilities

The Landlord will be responsible for the cost of heat, light and custodial services including garbage collection as well as lawn care and snow removal for the University Centre, including the Premises, with the exception that the Tenant shall be responsible for the maintenance and any costs associated with the maintenance of the interior of the Premises, and all maintenance and custodial services costs with respect to the Breezeway Bar, in addition to space in UC3008, UC3008A and

UC3008B. The amount charged to the Tenant for these costs will be \$40,000 per year, inclusive of HST for years 1 and 2 of the Lease, and \$45,000 per year inclusive of HST for years 3, 4 and 5 of the Lease. These amounts are subject to re-negotiation on a renewal of this Lease. The Tenant will be charged separately for any additional cleaning or any non-routine maintenance that arises from a work order placed by the Tenant.

3.2 No Overloading

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the electrical wiring and service in the Premises, and agrees that if any equipment installed shall require additional utility facilities, such facilities shall be installed, at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

3.3 No Liability

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of any kind arising from any interruption or failure in the supply of any utility or service to the Premises, including, for greater certainty, and without limitation, interruptions or failures arising from a power outage.

Article 4 – Control and Operation by Landlord

4.1 Property Operation and Repair

The Landlord shall operate and maintain the Premises, including the costs of general repairs and maintenance to the Premises and to the grounds of the Premises, to the extent required to keep the Premises, equipment and facilities in a state of good repair and maintenance as per reasonable property management standards for a similar building in the vicinity. The Tenant is responsible for the cost of repair, maintenance or replacement of interior flooring and interior wall paint in the Premises. For greater certainty:

- (a) the Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and
- (b) the Landlord shall promptly make all repairs to the structural components of the Premises.

4.2 Control of Common Areas and Premises

(1) Without limitation, the Landlord may, in its operation of the Premises, do any or all of the following: regulate, acting reasonably, all aspects of loading and unloading and delivery and shipping, and all aspects of garbage collection and disposal; designate employee parking areas or prohibit the Tenant and its employees from parking in or on the Premises; and do and perform such other acts in and to the Premises as the Landlord determines to be advisable for the proper operation of the Premises.

(2) The Landlord reserves the right to make changes to the Premises as the Landlord shall from time to time reasonably determine. Despite anything else contained in this Lease, the Landlord has no liability for any alteration of the Premises that occurs as a result of the Landlord's exercise of its rights under this Section 4.2 or elsewhere in this Lease. The Tenant shall not be entitled to compensation for such alteration. Further, no such alteration shall be considered to be a constructive or actual eviction of the Tenant, or a default by the Landlord of any obligation for quiet enjoyment contained in this Lease or provided at law.

Article 5 – Use of Premises

5.1 Use of the Premises

The Tenant acknowledges that the Premises will be used to operate student space and services as well as office spaces for the Tenant. The Tenant will have space on the first, second, third and sixth floors of the University Centre, in accordance with Schedule A. The services provided by the Tenant include The Breezeway, a campus bar and student life space, and The Attic which includes a copy centre, Canada Post outlet and convenience store, as well as CHMR, the campus radio station. The Tenant will use the Premises for no other purpose. Access to the sixth floor will be granted to the Tenant from Monday to Friday between 6:00 a.m. and 11:00 p.m. Access from 6 a.m. to 8 a.m., and from 6 p.m. to 11 p.m. Monday to Friday will be by card access only. From 8 a.m. to 6 p.m. Monday to Friday, the sixth floor can be open to public access. On weekends (Saturday and Sunday), access will be from 6 a.m. to 11 p.m., and will be by card access only. The Tenant will have no access to the sixth floor at any other time. The Premises shall not be used in any way which may impair the efficient or proper operation of the sprinkler system or any mechanical, plumbing or electrical system or heating, ventilating or air conditioning equipment within or about the University Centre. Any requested change in use is subject to the approval of the Landlord. The Tenant covenants and agrees not to enter into any agreement with a food chain or other local business where the products offered by that business are essentially the same as the product line of any food service operator or business operating within the University Centre, unless the current food services operators in the University Centre are given first right of refusal to provide equivalent services at the same or lower price as the Tenant could receive from an outside food service vendor. The Tenant may sell and serve coffee and tea in the Breezeway Bar, in addition to the other beverages it sells and serves, but must give first right of refusal to current food services operators in the University Centre to supply the coffee and tea products that they will use, at the same or lower price as the Tenant could receive for equivalent products from an outside food service vendor. Facilities Management maintains a listing of all space at Memorial, and the Tenant hereby agrees to notify Facilities Management of any changes to the occupancy or approved use of the Premises.

5.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of public authority affecting the Premises including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters. This includes, but is not limited to the following:

- (a) where, during the Term, the Tenant has, through its use or occupancy of the Premises, caused or permitted a release of a contaminant at, from or to the Premises, the Tenant

shall immediately clean up such contaminant from the Premises, and any affected areas, at the Tenant's expense; and

- (b) on the termination of the Lease for any reason, the Tenant shall remove, at its expense, any contaminant or contamination which, through the Tenant's use or occupancy of the Premises, it has brought to or created at the Premises.

5.3 Waste, Nuisance, Overloading

The Tenant shall not cause any damage or injury to the Premises, nor permit any overloading of the floors, roof deck, walls or any other part of the Premises, and shall not use or permit to be used, any part of the Premises for any illegal or unlawful purpose or any dangerous or offensive trade or business, and shall not cause or permit any nuisance in, at, or on the Premises.

Article 6 – Repairs and Alterations of Premises

6.1 Maintenance, Repair and Cleaning of Premises

Except as set out in this Article, the Landlord shall, at its own expense and cost operate, maintain and keep in good repair, the Premises and all parts (including, without limitation, all plumbing, drains, electrical and other utility services within or exclusively serving the Premises).

6.2 Inspection and Repair on Notice

The Landlord, its servants, agents and contractors shall be entitled to enter the Premises at any time without notice for the purpose of making emergency repairs, and on reasonable prior written notice, for the purpose of inspecting and making repairs, alterations or improvements to the Premises or for the purpose of having access to the under floor ducts, or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct). The Tenant shall not be entitled to compensation for any resulting inconvenience, nuisance or discomfort. The Landlord, its servants, agents and contractors may at any time, on reasonable prior written notice, enter on the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord shall take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the Tenant's use and enjoyment of the Premises. The Tenant shall promptly address all repairs necessitated by the Tenant's negligence or wilful misconduct, or the negligence or wilful misconduct of the Tenant's agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible.

6.3 Repair Where Tenant at Fault

If the Premises, the boilers, engines, controls, pipes and other apparatus used for the purpose of heating or air-conditioning the Premises, the water and drainage pipes, the electric lighting, any other equipment or the roof or outside walls of the Premises are damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees or anyone permitted by it to be in the Premises, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid to the Landlord on demand.

6.4 Alterations

The Tenant will not make or erect in or to the Premises any installations, alterations, additions or partitions without first obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold. Any work performed by or for the Tenant shall be performed by the Department of Facilities Management at the Tenant's cost. The Tenant shall permit the Landlord and/or Landlord's contractors access to the Premises and promptly pay to the Landlord or Landlord's contractors, as the case may be, when due, the cost of all such work and materials, labour and services involved, and the cost of all decoration and changes to the Premises, its equipment or services, necessitated as a result.

6.5 Removal of Improvements and Fixtures

(1) All Leasehold Improvements shall be removed by the Tenant prior to the end of the Term, at the Tenant's own expense, except that any Leasehold Improvements the Landlord wishes to keep, as agreed between the Landlord and Tenant, will become the Landlord's property at the end of the Term without compensation to the Tenant.

- (a) The Tenant may, during the Term, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures.

(2) The Tenant shall, at its own expense, repair any damage caused to the Premises by the installation or removal of Leasehold Improvements or trade fixtures. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord as it sees fit. Unless otherwise agreed, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

6.6 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 6.5.

Article 7 – Insurance and Indemnity

7.1 Tenant's Insurance

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (a) "All Risks" insurance on property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Premises or on the Property, including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;

- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises which coverage shall include the business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000) or such higher limits as the Landlord may reasonably require;
- (c) business interruption insurance; and
- (d) such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee.

(2) All such insurance shall be with insurers and shall be on such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 7.1(a) and 7.1(b) shall name as loss payee the Landlord and anyone else with an interest in the Premises designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to the Landlord. The Landlord agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall contain a provision for cross-liability or severability of interest as between the Landlord and the Tenant.

(3) The Tenant shall provide the Landlord with certificates of all such policies. The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as provided, the Landlord shall have the right to take out such insurance and pay the premium, and in such event, the Tenant shall pay to the Landlord the amount paid as premium.

7.2 Landlord's Insurance

The Landlord shall provide and maintain insurance on the whole of the Property against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Property. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Landlord may maintain other insurance in respect of the Property and its operation and management as the Landlord determines. The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

7.3 Increase of Landlord's Premiums

If the occupancy of the Premises, the conduct of business in the Premises, or any acts or omissions of the Tenant in the Property causes or results in an increase in premiums for the insurance carried by the Landlord with respect to the Property, the Tenant shall pay any such increase in premiums after invoices are rendered by the Landlord. In determining whether increased premiums are caused by or result from the use and occupancy of the Premises, a schedule

issued by the organization computing the insurance rate on the Property showing the various components of such rate shall be conclusive evidence of the items and charges which make up the rate. The Tenant shall comply promptly with all requirements and recommendations of any insurer affecting the Premises.

7.4 Tenant Indemnity

The Tenant will indemnify the Landlord from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury, bodily injury and/or damage to or loss of property arising out of any occurrence in or about the Premises:

- (a) caused wholly or in part by any act or omission of the Tenant, it's agents, suppliers, contracted parties or any others for whom it is responsible; or
- (b) arising from any breach by the Tenant of any provision of this Lease.

7.5 Release

(1) In no event, shall the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, be liable for:

- (a) damage to property of the Tenant or others located on the Premises;
- (b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter;
- (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- (d) any damage caused by anything done or omitted to be done by any other tenant of the Premises; or
- (e) any indirect or consequential damages suffered by the Tenant unless through the fault, negligence or breach of the Lease by the Landlord or those for whom it is in law responsible.

Article 8 – Assignment and Subletting

8.1 Assignment, Subletting

The Tenant shall not Transfer or sublet this agreement, or any part of the Premises, without the express written permission of the Landlord.

8.2 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Premises or any part or parts thereof, and with the resulting assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from the assignment.

8.3 Relocation

The Landlord may, at its convenience and on no less than ninety (90) days' written notice to the Tenant, relocate the Tenant's offices, facilities or businesses to another location on campus, and may do so all at once or in stages as is required by the circumstances or at the convenience of the Landlord.

Article 9 – Quiet Enjoyment

9.1 Quiet Enjoyment

The Tenant, on observing the covenants and provisions required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term.

Article 10 – Damage and Destruction

10.1 Damage or Destruction to Premises

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, the Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, Leasehold Improvement, installation, addition or partition that the Tenant is required to maintain insurance, or any other property of the Tenant.

10.2 Rights to Termination

(1) If the Premises or any portion of are damaged or destroyed by any cause whatsoever and cannot, in the opinion of the Landlord's architect or professional engineer, be rebuilt within one hundred and twenty (120) days of the damage or destruction, the Landlord may, instead of rebuilding the Premises, terminate this Lease by giving to the Tenant thirty (30) days' notice of termination, and the Tenant shall immediately deliver vacant possession of the Premises to the Landlord; and

(2) If the Premises shall, at any time, be wholly or partially destroyed or damaged (whether or not the Premises have been affected) to the extent that twenty-five percent (25%) or more of the gross floor area of the Property has become unfit for use, the Landlord may elect, within thirty (30) days from the date of such damage, to terminate this Lease on thirty (30) days' notice to the Tenant.

(3) In the event of termination of the Lease under this Section, the Tenant shall save harmless the Landlord from any and all losses or claims, actions, demands, liabilities and expenses in

connection with any loss, including but not limited to, business loss or interruption, suffered by the Tenant as a result of such termination.

10.3 Certificate Conclusive

Any decisions regarding the extent to which the Premises or any portion of the Property has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties.

10.4 Insurance Proceeds

In the event of damage or destruction not contemplated by Section 10.1 or 10.2, occurring by any cause, which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Premises, or are not payable to or received by the Landlord, or in the event that any mortgagee or other person entitled does not consent to the payment of the proceeds to the Landlord, or in the event that the Landlord is not able to obtain all necessary governmental approvals and permits to rebuild the Premises, the Landlord may elect, on written notice to the Tenant, within thirty (30) days of such damage or destruction, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord.

10.5 Landlord's Work

In performing any reconstruction or repair, the Landlord may make changes to the Premises and its equipment and systems and minor changes in the location or area of the Premises. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term, and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

Article 11 – Default

11.1 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- (a) the Tenant has breached any of its obligations in this Lease and, if the breach is capable of being remedied and is not listed in this Section 11.1, after notice in writing from the Landlord to the Tenant:
 - (i) the Tenant fails to remedy the breach within thirty (30) days (or such shorter period as may be provided in this Lease); or
 - (ii) if the breach cannot reasonably be remedied within thirty (30) days (or such shorter period), the Tenant fails to commence to remedy the breach within thirty (30) days, or fails to proceed diligently to remedy the breach;
- (b) the Tenant becomes bankrupt or insolvent or takes any steps towards creditor protection under bankruptcy and insolvency legislation, enters into a proposal or an assignment arrangement with its creditors, or any steps are taken or proceedings commenced by any

- person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (c) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant;
 - (d) the Tenant makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord;
 - (e) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
 - (f) the Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
 - (g) the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of five (5) consecutive days or more;
 - (h) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
 - (i) any insurance policy covering any part of the Property is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

11.2 Default and Remedies

If an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have each of the following rights and remedies available at any time:

- (a) to terminate this Lease by notice to the Tenant, or to re-enter the Premises and repossess them, and to remove all persons and property from the Premises and store any property at the expense and risk of the Tenant, or sell or dispose of the property in a manner the Landlord sees fit without notice to the Tenant. If the Landlord enters the Premises without notice to the Tenant of its intention to terminate this Lease under this Section 11.2(a) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 11.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but rather the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without the proper notice to the Tenant;
- (b) to enter the Premises as agent of the Tenant to do any or all of the following:
 - (i) relet and receive rent for the Premises for whatever length and on such terms as the Landlord may determine;

- (ii) take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, and sell or dispose of the property in a manner the Landlord sees fit without notice to the Tenant;
 - (iii) make alterations to the Premises to facilitate its reletting; and
 - (iv) apply the proceeds of any sale or reletting first, to the payment of any expenses incurred by the Landlord in reletting or sale of property, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant remains liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by the Landlord's actions in remedying or attempting to remedy the default. The Tenant shall pay to the Landlord all associated expenses incurred by the Landlord.

11.3 Remedies Cumulative

The Landlord may resort to any or all of the rights and remedies available to it in the event of any default by the Tenant, either by any provision of this Lease, or by statute or common law, all of which are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are in addition to, and are not to be interpreted as excluding any rights and remedies available to the Landlord by statute or common law.

Article 12 – General

12.1 Entry

(1) Provided that the Tenant has not exercised any option to extend this Lease as provided herein, the Landlord shall be entitled at any time during the last nine (9) months of the Term:

- (a) on reasonable prior notice, to enter on the Premises during Normal Business Hours for the purpose of showing the Premises to prospective tenants.

(2) The Landlord may enter the Premises at any time during the Term on reasonable notice for the purpose of showing the Premises to prospective Mortgagees and/or purchasers or for the purpose of inspecting the Premises.

12.2 Reporting

The Tenant shall make available to the Landlord, upon request, all Service NL inspection reports, and other such verification that the Tenant is complying with health, safety or other regulation as may be reasonably required by the Landlord.

12.3 Force Majeure

In the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of any required act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The Parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada and the Province of Newfoundland and Labrador responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to Memorial to change the delivery of education in various ways (collectively, the “Governmental Response”). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the “Virus”) and resulting or supplementary renewed Government Response. Without limiting the foregoing paragraph, neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of:

- a. the continued spread of the Virus;
- b. the continuation of or renewed Governmental Response to control the spread of the Virus; and
- c. a Party’s decision, made on an organization-wide basis and in good faith, to control the spread of the Virus, even if exceeding the then current specific Government Response. Dates or times of performance shall be extended to the extent of delays excused by this clause, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay shall, so far as practicable, use commercially reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance.

12.4 Notices

(1) Any notice, delivery, payment or tender of money or document(s) to the parties may be delivered personally, or sent by prepaid registered or certified mail, or prepaid courier to the address for such party as set out in Section 1.1(a) or (b), as applicable, and any such notice, delivery or payment so delivered or sent shall be considered to have been given or made and received on the delivery or on the third business day following the mailing. Each party may, by notice in writing to the others, designate an alternative address in Canada to which notices given more than ten (10) days after shall be addressed.

(2) Section 12.4 (1) does not apply during any disruption in the service of Canada Post. In such circumstances, notice, delivery, payment or tender of money or document(s) shall be deemed to have been received only if delivered personally or sent by prepaid courier.

12.5 Number, Gender, Effect of Headings

Words using the singular number only shall include the plural and *vice versa*, words using the masculine gender shall include the feminine and neuter genders, and words using persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

12.6 Severability, Subdivision Control

If any Article or Section or part of an Article or Section in this Lease is held to be illegal or unenforceable, it shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though the Article, Section or part had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent and the Landlord agrees to cooperate with the Tenant in bringing such application.

12.7 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

12.8 Successors and Assigns

The rights and liabilities of the parties shall continue to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord.

12.9 Confidentiality, Personal Information and ATIPPA

(1) The contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant. The Tenant shall not, under any circumstances, discuss or reveal the details of this Lease with any non-affiliated parties including, but not limited to, any other tenants in the Property, prospective tenants, real estate agents or others except the Tenant's legal and financial advisors, any *bona fide* Transferee, and except as may be required by law.

(2) Any Tenant that is an individual person consents to the collection and use of their personal information, as provided directly or collected from third parties, for the purposes of the Landlord considering the Tenant's offer in respect of this Lease and determining the suitability of the Tenant, as applicable (both initially and on an on-going basis), including the disclosure of information to existing and potential lenders, investors and purchasers.

(3) The Tenant acknowledges that this Agreement, and any information supplied by the Tenant to the Landlord may be required to be released pursuant to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA)*, as amended from time to time. Subject to ATIPPA, this Agreement and other related documents and records submitted by the Tenant in connection with this Agreement, and any documentation prepared by the Landlord in relation to this Agreement, shall be confidential and shall not be disclosed, unless otherwise required to do so under law. Notwithstanding the Landlord's intent to treat this lease and related material as confidential, Tenants should be aware that any third party business information provided as part of this Agreement must meet all parts of the 3-part harms test for non-disclosure as stated in Section 39 of ATIPPA in order for that information to be exempt from disclosure in the event of an ATIPP Request to the Landlord. Section 39 of the Act is a mandatory exception to disclosure that requires redaction of any information meeting its 3-part harms test for disclosure deemed harmful to the business interests of a third party. In order to sever information under Section 39, all 3 parts of the harms test must be met. The Tenant is therefore strongly encouraged to review this and other related sections of the ATIPPA, 2015, as it relates to this Agreement.

[The remainder of this page is left intentionally blank. Signature block follows]

IN WITNESS WHEREOF the parties hereto have executed this lease.

LANDLORD

**MEMORIAL UNIVERSITY OF
NEWFOUNDLAND**

I/We have the authority to bind the corporation

s. 40(1)



Witness

s. 40(1)



Per:

Name: Iris Petten
Title: Chair, Board of Regents

s. 40(1)



Witness

s. 40(1)



Per:

Name: Kent Decker
Title: Bursar

TENANT

**MEMORIAL UNIVERSITY OF
NEWFOUNDLAND STUDENTS'
UNION**

I/We have the authority to bind the corporation

s. 40(1)



Witness

s. 40(1)



Per:

Name: *FAMIDA AHMED*
Title: *DIRECTOR OF FINANCE*

Schedule A

MUN STUDENT UNION (MUNSU)			
Including Net Area of Each Space/Room and Total Net Area for each building and the Grand Net Area for all buildings			
Space #/ID	Room Type	Building	Net Area (sq ft)
UC-1000A	Support Space (MUNSU)	University Centre	100.53
UC-1002	Game Room (MUNSU)	University Centre	1,602.02
UC-1003	Support Space (MUNSU)	University Centre	553.48
UC-1004	Bar	University Centre	6,199.60
UC-1004A	Bar	University Centre	246.59
UC-1004B	Storage-Food/Liquor	University Centre	121.86
UC-1004C	Support Space (MUNSU)	University Centre	21.16
UC-1004D	AV Control Room	University Centre	21.16
UC-1004E	Support Space (MUNSU)	University Centre	203.32
UC-1005	Corridor	University Centre	203.99
UC-1005A	Office (MUNSU)	University Centre	141.64
UC-1005B	Office (MUNSU)	University Centre	91.76
UC-1005C	Storage-Food/Liquor	University Centre	111.83
UC-1005D	Support Space (MUNSU)	University Centre	86.43
UC-1005E	Storage-Food/Liquor	University Centre	627.46
UC-1006	Washroom-Public (M) (H)	University Centre	262.34
UC-1007	Washroom-Public (F) (H)	University Centre	356.60
UC-1008	Support Space (MUNSU)	University Centre	66.76
UC-1008A	Support Space (MUNSU)	University Centre	18.02
UC-1009	Multipurpose (MUNSU)	University Centre	420.64
UC-1009A	Support Space (MUNSU)	University Centre	156.48
UC-2000	Support Space (MUNSU)	University Centre	904.38
UC-2000A	Support Space (MUNSU)	University Centre	69.03
UC-2000B	Office (MUNSU)	University Centre	63.33
UC-2000C	Conference/Meeting Room	University Centre	181.62
UC-2000D	Support Space (MUNSU)	University Centre	123.28
UC-2000E	Support Space (MUNSU)	University Centre	66.64
UC-2000F	Archives (Administration)	University Centre	176.35
UC-2000G	Office (MUNSU)	University Centre	126.90
UC-2000H	Office (MUNSU)	University Centre	87.42
UC-2000J	Office (MUNSU)	University Centre	87.61
UC-2000K	Office (MUNSU)	University Centre	92.97
UC-2000L	Office (MUNSU)	University Centre	66.49
UC-2000M	Office (MUNSU)	University Centre	87.61
UC-2000N	Office (MUNSU)	University Centre	67.36
UC-2000P	Conference/Meeting Room	University Centre	136.19
UC-2000Q	Office (MUNSU)	University Centre	96.98

SpaceID	Room Type	Building	Net Area(Sq)
UC-2000R	Office (MUNSU)	University Centre	81.89
UC-2000S	Office (MUNSU)	University Centre	99.53
UC-2000T	Office (MUNSU)	University Centre	81.83
UC-2000U	Office (MUNSU)	University Centre	125.12
UC-2001	Conference/Meeting Room	University Centre	1,230.68
UC-2001A	Support Space (MUNSU)	University Centre	124.57
UC-2001B	Support Space (MUNSU)	University Centre	34.07
UC-2002	Office (MUNSU)	University Centre	475.84
UC-2002A	Office (MUNSU)	University Centre	121.08
UC-2002B	Office (MUNSU)	University Centre	66.31
UC-2002C	Support Space (MUNSU)	University Centre	211.99
UC-2002D	Support Space (MUNSU)	University Centre	45.85
UC-2002E	Support Space (MUNSU)	University Centre	113.74
UC-2009	Support Space (MUNSU)	University Centre	374.44
UC-2009A	Support Space (MUNSU)	University Centre	76.12
UC-2009B	Office (MUNSU)	University Centre	128.28
UC-2009C	Support Space (MUNSU)	University Centre	82.66
UC-2009D	Office (MUNSU)	University Centre	92.65
UC-2009E	Office (MUNSU)	University Centre	183.85
UC-2009F	Office (MUNSU)	University Centre	93.82
UC-2009G	Support Space (MUNSU)	University Centre	58.11
UC-2009H	Studio/Radio/TV	University Centre	211.28
UC-2009J	A/V Film/Tape Library	University Centre	338.66
UC-2009K	Studio/Radio/TV	University Centre	217.99
UC-2009L	Studio/Radio/TV	University Centre	219.72
UC-2009M	A/V Service/Workshop	University Centre	166.83
UC-3008	Print/Copy (Retail)	University Centre	1,520.61
UC-3008A	Store/Warehouse (Retail)	University Centre	100.84
UC-3008B	Support Space (MUNSU)	University Centre	45.74
UC-6000	Club/Society (MUNSU)	University Centre	105.57
UC-6001	Club/Society (MUNSU)	University Centre	93.08
UC-6002	Club/Society (MUNSU)	University Centre	117.18
UC-6003	Club/Society (MUNSU)	University Centre	89.84
UC-6004	Club/Society (MUNSU)	University Centre	89.60
UC-6005	Club/Society (MUNSU)	University Centre	81.52
UC-6007	Club/Society (MUNSU)	University Centre	210.03
UC-6008	Club/Society (MUNSU)	University Centre	84.78
UC-6009	Club/Society (MUNSU)	University Centre	84.80
UC-6010	Club/Society (MUNSU)	University Centre	74.52
UC-6011	Conference/Meeting Room	University Centre	282.19
UC-6012	Club/Society (MUNSU)	University Centre	129.94

Space/ID	Room Type	Building	Net Area (m ²)
UC-6013	Club/Society (MUNSU)	University Centre	128.06
UC-6014	Club/Society (MUNSU)	University Centre	84.26
UC-6015	Club/Society (MUNSU)	University Centre	89.47
UC-6016	Club/Society (MUNSU)	University Centre	89.40
UC-6017	Club/Society (MUNSU)	University Centre	89.47
UC-6019	Club/Society (MUNSU)	University Centre	89.99
UC-6020	Club/Society (MUNSU)	University Centre	137.19
UC-6021	Club/Society (MUNSU)	University Centre	85.74
UC-6022	Club/Society (MUNSU)	University Centre	137.87
UC-6023	Club/Society (MUNSU)	University Centre	90.30
UC-6027	Club/Society (MUNSU)	University Centre	82.29
UC-6003	Corridor	University Centre	1,291.97
Total of the Rooms in above listed Building		90	

		Total of Net Area for above Location	24,806.04
--	--	---	------------------

Grand Total of Number of Rooms	90		
Grand Total of Number of Buildings with Department properties	1	Grand Total of Net Area for all Locations	24,806.04

MUN STUDENT UNION (MUNSU)			
Including Net Area of Each Space/Room and Total Net Area for each building and the Grand Net Area for all buildings			
Space/ID	Room Type	Building	Net Area (m ²)

May 5th, 2021

By mail
and email

Mr. Jeff Boland, Director of Operations and Maintenance
Memorial University of Newfoundland
230 Elizabeth Avenue
St. John's NL A1B 3X9
e: jboland@mun.ca

RE: Telecommunication Site Lease Agreement Renewal
Rogers Site: Saint John's - Prince Phillip Dr. (A1132/ ID: 000 95 001)
Site located at 300, Prince Phillip Drive, St. John's (NL)

Mr. Boland,

In conformity with the Telecommunication Site Lease Agreement which began on May 1st, 2017 and its subsequent amendments (herein after the "Lease") between Memorial University of Newfoundland (the "Landlord") and Rogers Communications Inc. (the "Tenant"), please be advised that the Tenant hereby exercises the renewal option of five (5) years, starting May 1st, 2022 and ending on April 30th, 2027 (the "Renewal Term").

All other terms and conditions of the Lease remain in full force and effect except for what is stipulated in the present letter.

Should you have any questions or comments, please feel free to contact Me Florence Rosso, Real Estate / Acquisition specialist, at 514-240-0311 or by email florence.rosso@rci.rogers.com.

We hope everything is to your satisfaction and we remain,

Yours very truly,

Rogers Communications Inc.

s. 40(1)

Pierre Auger, B.B.A., C. App.
Manager, Real Estate and Municipal Affairs
Eastern Canada

THIS LEASE made as of the 14th day of May 2021.

BETWEEN:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND
(hereinafter called the "**Landlord**")

OF THE FIRST PART

- and -

ROYAL BANK OF CANADA
(hereinafter called the "**Tenant**")

OF THE SECOND PART

WITNESSETH AS FOLLOWS:

Article 1 — Basic Terms, Definitions

1.1 Basic Terms

- (a) **Landlord:** Memorial University of Newfoundland
- (b) **Address:** Smallwood Centre, Memorial University
1 Arctic Avenue
Memorial University, Smallwood Centre
St. John's, NL A1C 5S7
- (c) **Tenant:** Royal Bank of Canada
- (d) **Tenant's Address:** Royal Bank of Canada
Corporate Real Estate
c/o Cushman & Wakefield Transaction Management
161 Bay Street, Suite 1500
P.O. Box 602
Toronto, ON M5J 2S1

Facsimile No: (416) 359-2613.

and to:

Jones Lang LaSalle
Attention: Portfolio Administration Services, RBC Account
200 Wellington Street West, Suite 605
Toronto, ON M5V 3C7

Facsimile No: (416) 642-0024.

- (e) **Premises:** that portion of the Property illustrated in Schedule "A" as UC 3018 in the Memorial University of Newfoundland, University Centre/Smallwood Centre.
- (f) **Rentable Area of Premises:** Banking Services: 447 square feet as outlined in Schedule "D".
- (g) **Term:** 5 years subject to Sections 2.2 and 2.7
Commencement Date: August 1, 2021 subject to Sections 2.2 and 2.7
End of Term: July 31, 2026 subject to Sections 2.2 and 2.7
- (h) **Right to Extend** (Section 13.6): Option to extend the lease for one (1) further term of five (5) years upon the mutual written agreement of the parties. Any changes to the terms and conditions of this lease on a lease extension will be upon the mutual written agreement of the parties.
- (i) **Basic Rent** (Section 4.1): \$111.86 plus H.S.T per square foot for general usage space payable on the first (1st) day of each month, commencing in the first month.
- (j) **Permitted Use** (Section 8.1): as outlined in Section 8.1 and Schedule "E". There shall be no exclusivity of product offerings for the Tenant. The Tenant also agrees to comply with any future exclusivities that may be implemented and communicated and that do not directly conflict with the Permitted Use as set out in Schedule "E" of this Lease. **Notwithstanding the foregoing, the Landlord agrees that it shall provide the Tenant with notice as soon as reasonably possible to any changes to future exclusivities.**
- (k) Tenant agrees to comply with the Memorial University bottled water pledge and to not sell bottled water at the Premises.
- (l) **Deposit:** Intentionally Deleted.
- (m) **Schedules forming part of this Lease:**

- Schedule "A" Plan
- Schedule "B" Rules and Regulations
- Schedule "C" Landlord's and Tenant's Work
- Schedule "D" Summary of Main Terms
- Schedule "E" Standard Use Clause
- Schedule "F" MUN Water Pledge

1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) **"Additional Rent"** - means payments on account of Realty Taxes, payments for additional utilities, and all other amounts, excluding Basic Rent, Percentage Rent, Rental Taxes, general utility use and operating expenses, that may become payable by the Tenant in accordance with the terms of this Lease;
- (b) **"Affiliate"** means, for the Tenant, an affiliate as such term is defined in the *Bank Act (Canada)* and for the Landlord, an affiliate as such term is defined in the *Canada Business Corporations Act*.
- (c) **"Architect"** means such independent, arm's length accredited architect, professional engineer or surveyor named by the Landlord and approved by the Tenant from time to time.
- (d) **"Business Day"** means any day other than a day upon which the Tenant's retail banking branches are closed for business in the province or territory in which the Premises is situated.
- (e) **"Basic Rent"** - means the basic rent payable by the Tenant pursuant to Section 4.1;
- (f) **"Building"** means the building municipally known as 1 Arctic Avenue, Memorial University, Smallwood Centre, AIC 5S7 and other improvements from time to time erected on the Lands, together with all appurtenances thereto, and shall include the Lands themselves.
- (g) **"Building Systems"** means: (i) the heating, ventilating and air-conditioning equipment and facilities and all other systems, services, installations and facilities from time to time installed in or servicing the Premises (or any portion thereof) including, but not limited to, the elevators and escalators and the following systems, services, installations and facilities: mechanical (including plumbing, sprinkler, drainage and sewage), electrical and other utilities, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing, and music; and (ii) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them.
- (h) **"Commencement Date"** is defined in Section 2.2.
- (i) **"Common Areas"** means those areas, improvements, parking facilities, utilities, improvements, equipment and installations within, adjacent to or outside the Property which serve or are for the benefit of the Property, which do not comprise part of the Premises and which, from time to time, are not designated or intended by the Landlord to be for the Landlord's exclusive use, and are not designated or intended by the Landlord to be leased to the Tenant or any other tenants of the Property, and which include all corridors, hallways, lobbies and stairwells, all walkways and sidewalks, all landscaped and planted areas, the roof and exterior walls of the Property, exterior and interior structural elements

and walls of the Property, common washrooms, all parking and loading areas and all entrances and exits thereto and all structural elements thereof, all access ways, truck courts, driveways, delivery passages, loading docks and related areas, all electrical, telephone, meter, valve, mechanical, mail, storage, service and janitorial rooms, fire prevention, security and communication systems, and generally all areas forming part of the Property which do not constitute rented or rentable premises; (but excluding any buildings or other structures on the Lands leased or intended to be leased to tenants which do not contain the Premises).

- (j) **"Event of Default"** has the meaning set out in Section 15.1.
- (k) **"Expert"** means an independent architect, engineer, chartered accountant, quantity surveyor or other consultant having a professional designation, selected by the Landlord and the Tenant, acting reasonably, who will be qualified to perform the function for which such person is retained and will not be an employee of or otherwise at arms' length to the Landlord or the Tenant.
- (l) **"Fixturing Period"** has the meaning set out in Section 2.6.
- (m) **"Lands"** means the lands described in the attached Schedule "A" and all rights and easements which are or may hereafter be appurtenant thereto.
- (n) **"Landlord's Work"** has the meaning set out in Section 2.4 and described in the attached Schedule "C".
- (o) **"Law"** or **"Laws"** means, collectively, all valid applicable common law, federal, provincial and municipal and other local laws, orders, rules, regulations and all orders, directives and decisions rendered by, and policies, guidelines and similar guidance of, any ministry, department or administrative or regulatory agency or court (in each case having or being deemed to have the force of law), including, but not limited to Environmental Laws, occupational health and safety, fire, employment insurance, workers' compensation, building codes and other governmental requirements, work practices and procedures prescribed by any law which now or at any time hereafter may be in effect.
- (p) **"Lease"** means this lease agreement and the schedules attached to it as originally signed and delivered and as may be amended, supplemented, extended and/or renewed in accordance with this lease agreement from time to time.
- (q) **"Leased Premises"** or **"Premises"** means that portion of the Property identified in Section 1.1(e) and having the Rentable Area as set out in Section 1.1(f); specifics of which are outlined in Schedule "A."
- (r) **"Lease Year"** in the case of the first Lease Year, means the period beginning on the Commencement Date and terminating on the first anniversary of the last day of the month in which the Commencement Date occurs, unless the Commencement Date is the first day of a month, in which case the first Lease Year will terminate on the expiry of the period of twelve (12) months thereafter. Each subsequent Lease Year shall commence on the first day following the expiry of the preceding Lease Year and terminate on the earlier to occur of: (i) the expiry of the period of twelve (12) months thereafter; or (ii) the termination of this Lease;

- (s) "**Leasehold Improvements**" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises, including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (t) "**Mortgage**" means any mortgage or other security against the Property and/or the Landlord's interest in this Lease.
- (u) "**Mortgagee**" means the holder of any Mortgage.
- (v) "**Normal Business Hours**" means the hours of 10AM to 5PM, Monday to Friday or as required by applicable laws.
- (w) "**Parking Facilities**" means the parking facilities for the Building.
- (x) "**Possession Date**" means the date the Tenant takes possession and control of the Premises as identified in Section 2.5 terms of this Lease.
- (y) "**Premises**" means that portion of the Property identified in Section 1.1(e) and having the Rentable Area as set out in Section 1.1(f); specifics of which are outlined in Schedule A.
- (z) "**Property**" means the development which is comprised of the Lands together with the improvements, buildings, fixtures and equipment (whether chattels or fixtures) on such Lands (but not including tenants' fixtures, improvements or chattels) from time to time.
- (aa) "**Realty Taxes**" means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the commencement of the Term, and any such real property taxes levied or assessed against the Landlord on account of its ownership of the Property or its interest therein, but specifically excluding any taxes assessed on the income of the Landlord;
- (bb) "**Rent**" means Basic Rent and Additional Rent;
- (cc) "**Rentable Area of the Premises**" means the Premises measured to the outside surface of the outer building wall and to the centre line of any interior walls separating the Premises from adjoining premises intended for leasing or separating the Premises from corridors or other parts of the Common Areas has the meaning set out in Section 2.3.
- (dd) "**Rentable Area of the Property**" means the aggregate of the rentable area of all premises in the Property that are rented, or designated or intended by the Landlord to be rented (whether actually rented or not), calculated in the same manner as the Rentable Area of the Premises.
- (ee) "**Rental Taxes**" means any and all taxes or duties imposed on the Landlord or the Tenant measured by or based in whole or in part on the Rent payable under the Lease, whether existing at the date hereof or hereinafter imposed by any governmental authority, including,

without limitation, Goods and Services Tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing.

(ff) **"Rules and Regulations"** means the rules and regulations set out in Schedule B and by the Landlord from time to time pursuant to the terms of this Lease.

(gg) **"Substantial Completion Certificate"** has the meaning set out in Sub-section 2.5.

(hh) **"Tenant's Work"** has the meaning set out in Schedule "C".

(ii) **"Tenant Improvements"** means all property of any kind or nature generally considered as tenant or leasehold improvements located in, on or under the Premises constructed, erected or installed by or on behalf of the Tenant as Tenant's Work or otherwise during the Term pursuant to the terms of this Lease including, without limitation, any fixtures or trade fixtures, chattels, improvements, installations, facilities, equipment, standards, signage or systems.

(jj) **"Tenant's Proportionate Share"** means those funds payable by the Tenant to the Landlord with respect to Property Realty Taxes;

(kk) **"Term"** means the Initial Term together with any Extension Period(s), specified in Section 1.1(e) and, where the context requires, any renewal, extension or overholding thereof.

(ll) **"Transfer"** means an assignment of this Lease in whole or in part, a sublease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another party, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any party other than the Tenant, of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and

"Transferee" means any person (other than a Permitted Transferee) to whom a Transfer is or is to be made.

Article 2 — Demise and Term

2.1 Demise

In consideration of the rents, covenants and agreements pursuant to this Lease, to be paid, observed and performed the Landlord demises and leases to the Tenant during the Term, and the Tenant rents from the Landlord, the Premises. The Tenant accepts the Premises on an "as is" basis.

The Landlord represents and warrants that it is as of the date of this Lease and will be, as at the Possession Date, the sole owner of the Premises, that it has the absolute right to lease the Premises to the Tenant and that there are no restrictions under any Law prohibiting or adversely affecting the permitted use as set out in this Lease. In the event of non-compliance with this covenant, this Lease will, at the option of the Tenant, be null and void.

2.2 Term

The Premises are leased to the Tenant for the Term and shall commence on the date (the "**Commencement Date**") that is the earlier to occur of: (a) the date set out in Section 1.1(g); and (b) the date that the Tenant opens for business in the Premises, and shall run for the period set out in Section 1.1(g) and end on the date set out in Section 1.1(g), unless terminated earlier pursuant to the provisions of this Lease.

2.3 Rentable Area of Premises

The Landlord and Tenant have mutually agreed that the Rentable Area of the Premises for the purposes, inter alia, of calculating Basic Rent and Proportionate Share is deemed to be 447 square feet.

2.4 Landlord's Work

In performing any reconstruction or repair, the Landlord may make changes to the Property and its equipment and systems and minor changes in the location or area of the Premises. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures. The Landlord will be responsible for all costs and expenses related to Landlord's Work.

2.5 Possession Date

The Tenant will take exclusive possession of the Premises on the possession date, which for the purpose of this Lease, will be the date (the "**Possession Date**") commencing on the first Business Day following the later of: (a) the day we get possession; (b) the date set out in the Substantial Completion Certificate on which the Premises became Available for Possession in accordance with the Tenant's Work, or (c) the date the Tenant has obtained all permits and approvals from any applicable authority which are required, in the Tenant's opinion, for the Tenant to occupy and carry on business in the Premises.

The Landlord and Tenant acknowledge and agree that the Possession Date determined in accordance with the provisions of this Lease is May 17, 2021 (the "**Possession Date**"). Notwithstanding any other provision of this Lease, in the event that the Possession Date has not occurred by the third anniversary of the date of the (or, if Lease exists, the third anniversary of the date of this Lease) and the parties, in their respective sole discretion, have not mutually agreed to extend the date by which the Possession Date must occur, then this Lease will terminate and be of no further force and effect and neither party will have any claim against the other with respect to this Lease, notwithstanding any costs that either party may have then incurred, which will be for each party's own account.

2.6 Fixturing Period

The Landlord will provide ninety (90) days for the Tenant to fit-up the space for use, commencing no later than May 17, 2021 or such other date as agreed between Landlord and Tenant. The Tenant will use its best commercial efforts to complete construction of the space for use on August 16, 2021. All improvements must receive Landlord's approval. Approval must be granted by the Landlord prior to the commencement of any work within the Leased Premises. The Tenant shall not be required to pay Basic Rent and Additional Rent throughout the Fixturing Period; however, the Tenant shall be responsible for utilities consumed within the Premises during the Fixturing Period.

2.7 Delay in Possession

Should the Tenant be delayed by any fault of the Landlord or any other reason (other than the fault of the Tenant) in taking possession of the Premises at the start of the Commencement Date, then and only then, shall the Commencement Date and the Term be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. The Tenant acknowledges and agrees that such postponement shall be full settlement for any claims it might have against the Landlord for such delay.

2.8 Overholding

If at the expiration of the Initial Term or any subsequent renewal or extension of, the Tenant shall continue to occupy the Premises without further written agreement but without written objection by the Landlord there shall be no automatic renewal of this Lease, and the tenancy of the Tenant shall continue in a month to month arrangement, which may be terminated by either party on one (1) month's written notice. All other relevant provisions, terms and conditions of this Lease shall remain unchanged.

Article 3 — Rent

3.1 Covenant to Pay

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that the Rent provided to be paid shall be inclusive of operating costs and other charges, arising from or relating to the Premises as described in this document. The Tenant is required to pay, as Additional Rent, all additional charges, impositions and expenses relating to the Premises (except the Landlord's income taxes, and except as otherwise specifically provided) in the manner provided, and the Tenant covenants with the Landlord accordingly.

3.2 Rental Taxes

The Tenant will pay to the Landlord the Rental Taxes assessed on: (a) the Rent; (b) the Landlord; and/or (c) the Tenant pursuant to the laws, rules and regulations governing the administration of the Rental Taxes by the authority having jurisdiction, and as such may be amended from time to time during the Term of this Lease or any extension. The Rental Taxes may be recovered by the Landlord as though they were Additional Rent, and payable on the first of every month unless otherwise agreed.

3.3 Deposit - Intentionally Deleted.

3.4 Payment Method

The Landlord may at any time, require the Tenant to provide to the Landlord either: (a) a series of monthly postdated cheques, each cheque in the amount of the monthly instalment of Basic Rent or (b) the Tenant will be entitled to pay all Rent due under the Lease by way of electronic funds transfer ("EFT") in accordance with the banking information provided by the Landlord to the Tenant as set out on the Tenant's EFT Information Form including, without limitation, the Landlord's banking institution, account number, transit number and HST registration number, together with a void cheque (collectively the "Banking Information"). The Landlord will return to the Tenant a completed copy of the EFT Information Form as provided by the Tenant, including its Banking Information, no later than 60 days prior to the Commencement Date.

The Landlord agrees to provide written notice to the Tenant should any changes occur to its Banking Information during the Term, and to provide the Tenant with an updated EFT Information Form with updated Banking Information as soon as reasonably possible following any such change. During the Term, the Landlord agrees to provide the Tenant with any other documentation or other information which the Tenant may require in connection with payment of Rent by EFT.

Each of the Landlord and the Tenant acknowledges and agrees that (i) the Tenant shall not be liable or responsible in any way for non-payment of Rent as and when due pursuant to the terms of this Lease; and (ii) non-payment of Rent by the Tenant as and when due shall not be considered to be a material default, provided that such non-payment of Rent by the Tenant as and when due results from or is connected with the Landlord's failure to provide correct and up to date Banking Information in accordance with the terms of this Section. Notwithstanding the foregoing, if the Tenant is unable to pay rent during the Term by EFT for any reason other than the Landlord's failure provide correct and up to date Banking Information, the Tenant shall provide Rent payment to the Landlord by cheque at the address of the Landlord set out in Section 1.1 or at such other place in Canada designated by the Landlord in writing from time to time.

3.5 Rent Past Due - Intentionally Deleted.

3.6 Partial Periods

If the Term commences on any day other than the first day of the month or ends on any day other than the last day of the month, Rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a *pro rata* basis and shall be payable on the first day of the partial month.

3.7 Irregular Periods

All Rent will be deemed to accrue from day to day, and if for any reason it becomes necessary to calculate Rent for an irregular period of less than 1 year or 1 month, as the case may be, an appropriate *pro rata* adjustment will be made on a daily basis in order to compute the Rent for such irregular period. Where the Commencement Date is not the first day of a calendar month, the instalment for the month in which the Commencement Date occurs will be pro-rated and payable in advance on the Commencement Date.

Article 4 — Basic Rent

4.1 Basic Rent

During the Initial Term, the Tenant covenants and agrees to pay, from and after the Commencement Date, to the Landlord at the office of the Landlord, unless otherwise directed by writing, in lawful money of Canada, without any prior demand and without any deduction, abatement or set-off whatsoever as annual Basic Rent, the sum of \$111.86 plus HST per square foot of retail space, as set out in Section 1.1(i) of this Lease in equal monthly instalments, on the first day of each and every month during the Term. These amounts are inclusive of common area utility costs.

Article 5 — Additional Rent and Costs

5.1 Additional Rent

Where appropriate, all costs incurred by the Landlord throughout the Term that are considered to be the responsibility of the Tenant, as stated within this Lease, shall be referred to as Additional Rent. Additional Rent is to be paid within 30 days of invoice.

5.2 Realty Taxes

The Tenant shall pay to the Landlord, as Additional Rent, all Realty Taxes levied, rated, charged or assessed throughout the Term, on or in relation to the Premises, in accordance with the following:

- (a) payment shall be due in equal monthly instalments over each calendar year. Prior to the commencement of each year, the Landlord shall estimate the amount of the equal monthly instalments and notify the Tenant in writing of the estimate. Where appropriate, the Landlord may, from time to time, re-estimate the amounts payable for the year, in which event the Landlord shall notify the Tenant in writing of a re-estimate and fix monthly instalments for the remaining balance of the year;
- (b) the Realty Taxes payable by the Tenant shall be determined by the Landlord by applying the Tenant's Proportionate Share to the Realty Taxes payable in respect of the Property. If, in any year, the Premises are assessed separately with respect to any Realty Taxes or there is a separate apportionment of assessment by the relevant authorities, then, at the election of the Landlord, the Realty Taxes payable by the Tenant shall be computed on the basis of the separate assessments and shall include the Tenant's Proportionate Share of any Realty Taxes attributable to the Common Areas;
- (c) for the purposes of determining the share of Realty Taxes payable by the Tenant pursuant to this Lease, Realty Taxes shall include additional amounts as would have formed part of Realty Taxes had the Property been fully assessed for the entire fiscal period as fully completed and fully occupied by tenants, with no special exemptions or reductions, and without taking into account any actual or potential reduction of Realty Taxes or change of assessment category or class of premises within the Property which are vacant or underutilized; and
- (d) if the Landlord so directs, the Tenant shall pay Realty Taxes directly to the taxing authorities. In that event, the Tenant shall make payment, on or before the due date, of each instalment and shall provide to the Landlord, on demand, evidence of payment in the form of receipted bills.

5.3 Business and Other Taxes

In each and every year during the Term, the Tenant shall pay as Additional Rent, within fifteen (15) days after they become due, and indemnify the Landlord from any obligation to pay penalties, interest or principal, on the following:

- (a) every tax, licence fee, rate, duty and assessment of every kind with respect to any business carried on by the Tenant in the Premises or by any subtenant, licensee, concessionaire or franchisee or anyone else, or in respect of the use or occupancy of the Premises by the Tenant, its subtenants, licensees, concessionaires or franchisees, or anyone else (other than such taxes as income, profits or similar taxes assessed on the income of the Landlord); and
- (b) all Realty Taxes in respect of tenant's fixtures, Leasehold Improvements, equipment or facilities on or about the Premises, and any Realty Taxes occurring as a result of any reason peculiar to the Tenant.

Article 6 — Utilities and Building Systems

6.1 Payment for Utilities

Tenant Premises shall be independently metered, and the Tenant shall remit to the Landlord payment for utilities as directed, and these payment for utilities shall be deemed Rent for the purposes of Article 14 of this Agreement.

6.2 Additional Utilities

The Landlord agrees that, the Tenant shall make arrangements, at its own cost and expense, directly with the utility or service supplier in respect of any utilities and services not supplied by the Landlord. The Tenant, at its own cost and expense, shall procure each and every permit, licence or other authorization required, and shall comply with the provisions of Article 9 of this Lease pertaining to any work required in respect of such additional utilities and services.

6.3 No Overloading

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the electrical wiring and service in the Property, and agrees that if any equipment installed shall require additional utility facilities, such facilities shall be installed, at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

6.4 No Liability

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of any kind arising from any interruption or failure in the supply of any utility or service to the Premises, including, for greater certainty, and without limitation, interruptions or failures arising from a power outage.

6.5 Building Systems

The Tenant shall throughout the Term, operate, maintain, repair, replace and regulate the Building Systems within or exclusively serving the Premises in such a manner as to maintain reasonable temperature and humidity levels, and to maintain the Building Systems in a good working order.

Article 7 — Control and Operation by Landlord

7.1 Property Operation and Repair

The Landlord shall operate, maintain and repair the Property, any Building Systems serving the Premises that are not the Tenant's responsibility under Section 6.5 and any other service facilities not within or exclusively serving the Premises, to the extent required to keep the Property, equipment and facilities in a state of good repair and maintenance as per normal property management standards for a similar building in the vicinity. For greater certainty:

- (a) the Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and
- (b) the Landlord shall promptly make all repairs to the structural components of the Property including, without limitation, the roof (including the roof membrane), interior concrete slab floors and exterior walls.

7.2 Use of Common Areas

The Tenant shall have the right of non-exclusive use of the Common Areas intended for common use by tenants of the Property, provided that the use by the Tenant is subject to reasonable Rules and Regulations as the Landlord may from time to time determine. At times other than during Normal Business Hours, the Tenant and its employees and agents shall have access to the

Property only in accordance with the Rules and Regulations and other security requirements of the Landlord.

7.3 Control of Common Areas and Property

(1) The Common Areas shall at all times be subject to the exclusive management and control of the Landlord. Without limitation, the Landlord may, in its operation of the Property, do any or all of the following: regulate, acting reasonably, all aspects of loading and unloading and delivery and shipping, and all aspects of garbage collection and disposal; designate employee parking areas or prohibit the Tenant and its employees from parking in or on the Property; and do and perform such other acts in and to the Property as the Landlord determines to be advisable for the proper operation of the Property.

(1) The Landlord reserves the right to lease parts of the Common Areas from time to time, to alter the layout, configuration or size of the Common Areas and/or the Rentable Area of the Property, to cease to treat as part of the Property any buildings or lands now forming part of the Property, and/or to add additional lands or buildings to the Property, and to make other changes to

(2) the Property as the Landlord shall from time to time reasonably determine. Despite anything else contained in this Lease, the Landlord has no liability for any alteration of the Common Areas that occurs as a result of the Landlord's exercise of its rights under this Section 7.3 or elsewhere in this Lease. The Tenant shall not be entitled to compensation or a reduction or abatement of Rent for such alteration. Further, no such alteration of the Common Areas shall be considered to be a constructive or actual eviction of the Tenant, or a default by the Landlord of any obligation for quiet enjoyment contained in this Lease or provided at law.

7.4 Relocation

(1) The Landlord reserves the right, at any time before or during the term of this Lease or any renewal term, on giving the Tenant not less than eight (8) months prior written notice, to relocate the Tenant to any other premises within the Property as the Landlord may deem advisable or necessary, provided, however, that the new premises shall be substantially similar to the Premises.

(2) In the event of a relocation, the Landlord shall construct all leasehold improvements to a quality substantially equal to that of the Premises in the new premises and pay all reasonable moving costs incurred by the Tenant in transferring its property from the Premises to the new premises, including the costs of all utility, telephone and other communication hook-ups.

The Tenant agrees to execute, on the request of the Landlord, an amendment to this Lease documenting the change in location, but all other terms of the Lease shall remain in effect.

7.5 Rules and Regulations

The Tenant and its employees and all persons visiting or doing business with it on the Premises, shall be bound by and shall observe the Rules and Regulations attached to this Lease as Schedule "B", and any other reasonable Rules and Regulations made by the Landlord of which notice in writing shall be given to the Tenant, which are of general application to all tenants of the Property. All such Rules and Regulations shall be considered to form part of this Lease.

Article 8 — Use of Premises

8.1 Use of the Premises

The Tenant acknowledges that the Premises will be used solely for the purposes outlined in Schedule "E", and for no other purpose.

8.2 Right to Vacate (Go Dark)

Notwithstanding anything to the contrary, the Landlord agrees that the Tenant shall not be required to remain open for business but may, provided it continues to comply with all other provisions of the Lease, including without limitation the requirement to pay Basic Rent, vacate the Premises at any time. Such right to Go Dark shall not abrogate the Landlord's right to re-let the Premises on any such terms and conditions as the Landlord sees fit, and in its sole and absolute discretion.

Notwithstanding the foregoing, the Landlord agrees and acknowledges the Tenant shall not be required to **remain open for business but may, subject to complying with the other provisions and covenants of the Lease**, including its requirement to pay Basic Rent and Additional Rent, vacate the Premises at any time, provided, however, that if the Tenant's operations cease for a period in excess of ninety (90) days other than as a result of damage or destruction pursuant to this Lease, the Landlord shall have the option, but not the obligation, to terminate this Lease and re-take sole possession of the Premises. In the event that the Tenant ceases to operate, until and unless the Landlord terminates the Lease, the Tenant shall remain obligated to perform all of the terms and covenants of the Tenant pursuant to this Lease.

8.3 Conduct of Business

The Tenant shall act in good faith to ensure the leased operation is open for business during Normal Business Hours. Minimally, the location will operate weekdays for the entire calendar year, with exceptions that are mutually agreeable between the Tenant and the Landlord. Additional hours of operation are encouraged to ensure maximum service to and satisfaction of the university community. The Tenant is not required to carry on business when prohibited by a governmental law or by-law regulating the hours of business.

The Tenant shall:

- (a) operate its business in a manner which is in keeping with the theme and nature of the entire Property;
- (b) use for clerical or other non-selling purposes, only a minimum amount of space at the Premises as may be required for the conduct of the Tenant's business from time to time;
- (c) supply and maintain adequate water, gas, sewage and electrical services within the Premises where required for the proper operation; and
- (d) keep any show windows lighted and properly furnished with displays of a first-rate quality and arrangement during such hours as the Landlord may reasonably require.
- (e) Agree to provide members of Memorial University student societies with the opportunity to open Royal Business Community Accounts (or accounts that fall under an equivalent program).
- (f) Agree that the Automated Banking Machine ("ABM") located on the Premises will not charge any 'access fees' for withdrawals from the machine. Notwithstanding anything contained in this Lease, the Tenant's Automatic Banking Machine does not charge any client or non-client to transact at the ABM within the On-Campus branch; however, non-clients may be charged by their own financial institution for not using their own ABM's.
- (g) Agree to provide Memorial University students the opportunity to open studentbanking

- accounts (or accounts that fall under an equivalent program).
- (h) Agree to offer advice-based banking solutions to Memorial University students, based on information provided by the student, and requests raised by the student.

8.4 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of public authority affecting the Premises including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters. This includes, but is not limited to the following:

- (a) where, during the Term, the Tenant has, through its use or occupancy of the Premises, caused or permitted a release of a contaminant at, from or to the Premises, the Tenant shall immediately clean up such contaminant from the Premises, and any affected areas, at the Tenant’s expense; and
- (b) on the termination of the Lease for any reason, the Tenant shall remove, at its expense, any contaminant or contamination which, through the Tenant’s use or occupancy of the Premises, it has brought to or created at the Property.

8.5 Waste, Nuisance, Overloading

The Tenant shall not cause any damage or injury to the Premises, nor permit any overloading of the floors, roof deck, walls or any other part of the Property, and shall not use or permit to be used, any part of the Premises for any illegal or unlawful purpose or any dangerous or offensive trade or business, and shall not cause or permit any nuisance in, at, or on the Premises provided that the normal operations or activities of the Tenant will be deemed not to be in contravention of this Section 8.5.

Article 9 — Maintenance, Repairs and Alterations of Premises

9.1 Maintenance, Repair and Cleaning of Premises

Except as set out in this Article 9, the Tenant shall, at its own expense and cost, operate, maintain and keep in good repair, the Premises and all parts (including, without limitation, all plumbing, drains, electrical and other utility services within or exclusively serving the Premises), except repairs required to be made by the Landlord pursuant to Section 7.1. All repairs shall be of sufficient quality comparable to the original work and materials in the Premises and shall meet the requirements of all authorities having jurisdiction and the insurance underwriters.

9.2 Cleaning of Premises

The Landlord shall be solely responsible for janitorial and cleaning services of the Premises using the Landlord’s cleaners (the “Landlord Cleaners”). The Landlord shall provide employee dishonesty insurance for employees assigned to perform the services, acting alone or in collusion with others, with a limit of \$500,000. The Tenant shall have the Landlord Cleaners clean the Tenant’s Premises during RBC OnCampus operating hours, including following disinfectant protocols based on (“COVID”) requirements. The Tenant acknowledges that the Landlord Cleaners will not be bonded but will do the cleaning of Premises during RBC normal business hours and only while RBC employees are on site.

9.3 Inspection and Repair on Notice

Subject to the provisions of Section 9.4, the Landlord will be permitted at any time, upon reasonable prior notice except in case of emergency when no notice will be required, to enter and

to have its authorized agents, employees and contractors enter the Premises for the purpose of inspection and/or making emergency repairs, and during Normal Business Hours, on reasonable prior written notice, for the purpose of inspecting and making repairs, alterations or improvements to the Premises or to the Property, or for the purpose of having access to the under floor ducts, or to the access panels to mechanical shafts (which the Tenant agrees not to obstruct). The Tenant shall not be entitled to compensation for any resulting inconvenience, nuisance or discomfort. The Landlord, its servants, agents and contractors may at any time, on reasonable prior written notice, enter on the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord shall proceed and take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the operation of the Tenant's business and to minimize interference with the Tenant's use and quiet enjoyment of the Premises. The Tenant shall promptly address all repairs necessitated by the Tenant's negligence or willful misconduct, or the negligence or willful misconduct of the Tenant's agents, servants, contractors, invitees, employees or others for whom the Tenant is in law responsible.

9.4 Security

- (a) When exercising its rights under this Lease to enter the Premises, the Landlord will take all commercially reasonable security precautions and will comply with the Tenant's security precautions in order to protect the Premises and the contents thereof, having regard to the nature of the Tenant's business. The Landlord acknowledges that the Tenant's business operations require that certain areas of the Premises may require special security arrangements and that the Tenant may therefore designate, in consultation with the Landlord, certain areas as secure areas (the "Secure Areas") to which the Landlord, including its agents, will not have access without the prior written consent of the Tenant, which consent will not be unreasonably withheld or delayed. In the event of emergencies, the Landlord may, if reasonable efforts to obtain authorized access to the Premises are unsuccessful, gain access by force, if necessary, to the Premises (including the Secure Areas), and will in any event, dependent upon the nature and circumstances of the emergency, take all commercially reasonable security precautions having regard to the nature of the Tenant's business.
- (b) During the Term, the Landlord will perform, and will use its best commercial efforts to ensure that its agents, contractors and vendors perform criminal record and appropriate background checks as may be required in order to ensure that no person who has access to the Premises for any reason to perform any services on behalf of the Landlord has a criminal record.

9.5 Security Cameras

If necessary, the Tenant shall have the right to install inside the Leased Premises a closed-circuit television (the "Security Cameras") monitoring entrance to the Leased Premises together with the automated banking machine, and if required, with written permission from the Landlord, in the Common Areas and in the immediate vicinity to the Leased Premises.

9.6 Repair where Tenant at Fault

If the Property, including the Premises, the boilers, engines, controls, pipes and other apparatus used for the purpose of heating or air-conditioning the Property, the water and drainage pipes, the electric lighting, any other equipment or the roof or outside walls of the Property are damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees or anyone permitted by it to be in the Property, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid to the Landlord on demand.

9.7 Alterations

The Tenant will not make or erect any installations, alterations, additions or partitions which affect the structure of the Premises ("**Major Alterations**") without first submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold. The Tenant must also obtain the Landlord's prior written consent to any change or changes in such drawings and specifications for such Major Alterations and any "out-of-pocket" costs incurred in the review of the Tenant's final plans as aforesaid by any arms-length, third party consultant retained by the Landlord for this purpose (unless the Tenant uses such consultant to prepare its plans), with no overhead or supervision charges or other mark-up of such costs by the Landlord. For such Major Alterations, the Tenant shall pay to the Landlord the Landlord's out of pocket costs of having its architects approve such drawings and specifications and any changes thereto. All other installations, alterations, additions or partitions within the Premises shall not require the Landlord's consent. The Tenant will be permitted to use its own design, electrical and mechanical consultants and general contractor, subject to the Landlord's prior approval, acting reasonably. Any Major Alterations within the Premises shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord), but in each case only under a written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose. Any changes to the lighting undertaken by the Tenant as part of an approved alteration must result in energy efficient lighting compatible with the Property standard. Any work performed by or for the Tenant shall be performed by competent workers whose labour union affiliations are not incompatible with those of any workers who may be employed in the Property by the Landlord, its contractors or subcontractors. . In the event of major alterations, the Tenant shall permit the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and materials, labour and services involved, and the cost of all decoration and changes to the Property, with respect to major alterations its equipment or services, necessitated as a result.

9.8 Construction Liens and Other Liens

If any construction or registered liens or order for the payment of money shall be filed against the Property arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within ten (10) Business Days after receipt of notice of the filing, shall cause the lien to be vacated or discharge the lien or order by bonding, deposit, payment, court order or otherwise. Any defence of such liens is at the Tenant's sole expense. The Tenant indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

9.9 Removal of Improvements and Fixtures

All Leasehold Improvements shall immediately become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant, either during or on the expiry or earlier termination of this Lease except that:

- (a) the Tenant may, during the Term, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures ;and
- (b) the Tenant shall, at its own expense, remove any Leasehold Improvements as required by the Landlord, before the end of the Term.

The Tenant shall, at its own expense, repair any damage caused to the Property by the installation or removal of Leasehold Improvements or trade fixtures. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord as it sees fit. The Tenant's trade fixtures shall not include any Building Systems serving the Premises or light fixtures. Unless otherwise agreed, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

9.10 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 9.9.

Article 10 — Insurance and Indemnity

10.1 Tenant's Insurance

- (a) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:
 - (i) all-risks insurance, including flood and earthquake, for the replacement cost value of all property owned by the Tenant or installed by or on behalf of the Tenant, which is located in or around the Premises, including Tenant Improvements;
 - (ii) broad boiler and machinery insurance on any such equipment in or serving the Premises which is owned by or in the care, custody or control of the Tenant; and
 - (iii) commercial general liability insurance, including for personal injury, bodily injury (including death), property damage and contractual liability, with respect to damages or losses occurring upon, in or about the Premises or arising out of the operations of the Tenant or of any person conducting business from the Premises with the consent of the Tenant, of not less than \$5,000,000.00 for any one occurrence or claim.
- (b) The insurance required of the Tenant pursuant to Sub-section 10.01(a)(iii) will include the Landlord as an additional insured as its interests may appear, as well as cross-liability and severability of interests clauses.
- (c) Each policy of insurance required of the Tenant will contain a clause that the insurer will not cancel the insurance without first endeavouring to give the Landlord 30 days prior written notice. Upon the request of the Landlord, the Tenant will deliver to the Landlord certificates

of such insurance policies.

- (d) The Tenant will not be required to insure for plate glass damage but will be responsible for such damage except if caused by the Landlord, its employees, agents or servants or others for whom the Landlord is in Law responsible.
- (e) Notwithstanding anything to the contrary contained in this Section or elsewhere in this Lease, so long as the Tenant is Royal Bank of Canada or its Permitted Transferee, the Tenant will be entitled to self-insure with respect to any of the insurance required to be maintained by the Tenant pursuant to this Lease. Self-insurance means that the Tenant is itself acting as though it were the insurance company providing the insurance required and the Tenant will use its own funds to provide the funding which would have been available from insurance proceeds but for such election by the Tenant to self-insure. Should the Tenant self-insure, it will be deemed to have obtained the insurance required by the provisions of this Section.

10.2 Landlord's Insurance

The Landlord will take out and maintain throughout the Term:

- (a) all-risks insurance (including flood, earthquake and collapse) which shall insure the Property (including the Premises) for an amount not less than the replacement cost thereof from time to time, against loss or damage by perils now or hereafter from time to time embraced by or defined in a standard all-risks insurance policy, with a deductible in such amount as would be carried by reasonably prudent owners of properties similar to Building.;
- (b) all-risks rent and rental value insurance in an amount sufficient to replace all Rent payable under this Lease for an indemnity period of at least 12 months, with a deductible in such amount as would be carried by reasonably prudent owners of properties similar to the Building; and
- (c) commercial general liability insurance, including for personal injury, bodily injury (including death), property damage and contractual liability with respect to all operations of the Landlord in connection with the Building, of not less than \$5,000,000.00 for any one occurrence or claim.

Each of the policies of insurance required of the Landlord pursuant to this Section will include the Tenant as an additional insured as its interests may appear and will contain cross-liability and severability of interests clauses.

10.3 Increase of Landlord's Premiums

If the occupancy of the Premises, the conduct of business in the Premises, or any acts or omissions of the Tenant in the Property or any part thereof, causes or results in an increase in premiums for the insurance carried by the Landlord with respect to the Property, the Tenant shall pay any such increase in premiums as Additional Rent after invoices are rendered by the Landlord. In determining whether increased premiums are caused by or result from the use and occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Property showing the various components of such rate, shall be conclusive evidence of the items and charges which make up the rate. Notwithstanding the foregoing, the Landlord agrees that the Normal Business activities of a financial institution are deemed not to be of such a nature as to so increase the insurance risk of the Property.

10.4 Mutual Indemnification

- (a) the Tenant will indemnify and hold harmless the Landlord from any and all losses claims, actions, demands, liabilities and expenses or other damages whatsoever which the Landlord may suffer, sustain, pay, or in connection with loss of life, personal injury, bodily injury and/or damage to or loss of property arising out of any occurrence, occupancy or use of the Premises by the Tenant or caused wholly or in part by the negligence, or incurred by reason of any act or omission of the Tenant, its' agents, suppliers, contracted parties or any others for whom it is responsible; or arising from any breach non-performance by the Tenant of any provision of this Lease;
- (b) the Landlord will indemnify and hold harmless the Tenant and) from any and all losses claims, actions, demands, liabilities and expenses or other damages whatsoever which the Tenant may suffer, sustain, pay, or in connection with loss of life, personal injury, bodily injury and/or damage to or loss of property arising out of any occurrence, occupancy or use of the Premises by the Tenant, which is caused wholly or in part by the negligence, or incurred by reason of any act or omission of the Landlord, its' agents, suppliers, contracted parties or any others for whom it is responsible; or arising from any breach non-performance by the Landlord of any provision of this Lease.

10.5 Mutual Release - Intentionally Deleted

10.6 No Consequential Damages

Notwithstanding any other provision in this Lease, neither party will be liable to the other party and/or its Released Parties for any consequential or indirect damages, including but not limited to loss of use, lost opportunity, loss of profits, loss of product and loss of reputation, with the exception of any such consequential or indirect damages available under insurance policies required to be maintained under this Lease.

Article 11 — Assignment and Subletting

11.1 Assignment, Subletting

Subject to Section 11.3, The Tenant shall not assign or transfer this Lease or the Term or any portion thereof or let or sub-let all or any part of the Leased Premises with respect thereto (any of the foregoing being hereinafter called a "Transfer") without the prior written consent of the Landlord, which shall not be unreasonably withheld. No consent to any Transfer shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions contained in this lease. In the event of a Transfer, the Landlord may collect Rent or other costs from the Transferee and apply the net amount collected to the Rent payable, but no Transfer or collection or acceptance of the Transferee as tenant, shall be considered to be a waiver of this covenant.

11.2 Change of Control

Any transfer or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, of any part or all of the corporate shares of the Tenant or any other corporation which would result in any change in the effective direct or indirect control of the Tenant, shall be deemed to be a Transfer, and the provisions of this Article 11 shall apply. The Tenant shall make available to the Landlord or to its lawful representatives such books and records for inspection at all reasonable times in order to ascertain whether there has, in effect, been a change in control.

11.3 Permitted Transfers

The Tenant may, at any time and from time to time during the Term, effect a transfer to a “Permitted Transferee”, which for the purposes of this the Lease means:

- (a) an affiliate of the Tenant (as defined by the *Bank Act* (Canada));
- (b) a party which has purchased or acquired substantially all of the business operations of the Tenant; or
- (c) any bank, corporation or trust company formed or continued as a result of or in connection with a merger or amalgamation with, or involving the Tenant;

without requiring the consent and approval of the Landlord (the “Permitted Transfer”). The Tenant shall deliver written notice to the Landlord as soon as reasonably possible after the Permitted Transfer has taken place.

Notwithstanding such Permitted Transfer, the Tenant shall remain liable for and shall not be released from performing or observing any of the terms or conditions of this Lease, as the case may be.

11.4 No Advertising

The Tenant shall not advertise that Premises is available for assignment or sublease and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

11.5 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Property or any part or parts thereof, and with the resulting assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from the assignment.

11.6 Subordination, Attornment, Non-Disturbance – Intentionally Deleted.

11.7 Status Certificate

The Tenant shall, on ten (10) Business Days’ notice from the Landlord, execute and deliver to the Landlord a statement as prepared by the Landlord in writing certifying the following: (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the modifications and that it is in full force and effect as modified; (b) the amount of the Basic Rent then being paid; (c) the dates to which Basic Rent, by instalments or otherwise, and Additional Rent and other charges have been paid; and (d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice.

Article 12 — Quiet Enjoyment

12.1 Quiet Enjoyment

The Tenant, on paying the Rent and performing and observing the covenants and provisions

required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, through or under the Landlord.

Article 13 — Damage and Destruction

13.1 Damage or Destruction to Premises

- (a) Should substantial damage or destruction by any cause whatsoever occur to the Premises or those portions of the Property which affect access or services essential to the Tenant's use and occupancy of the Premises are damaged or destroyed by fire or by other casualty, Basic Rent shall be reduced in proportion to the area of that portion of the Premises which is rendered unfit for the purposes of the Tenant, in the opinion of the Landlord's architect or engineer.
- (b) Rent shall abate from the date of damage or destruction until the Landlord has completed the repair or rebuilding, if applicable, with respect only to the portions damaged or destroyed, and the Tenant shall also receive a Rent-free fixturing period.
- (c) Should the Landlord exercise its right to terminate the Lease for damage or destruction, the Landlord covenants that it shall deal with this Lease, on a reasonable and equitable basis.
- (d) The effective date of termination shall be the date of the damage or destruction. Rent shall abate from the date of damage or destruction until the effective date of termination.

13.2 Repair of Damage

If the Landlord does not elect to terminate this Lease pursuant to Section 13.1 of this Lease, the Landlord and/or the Tenant, as the case may be (according to the nature of the damage and the repair obligations of each party pursuant to this Lease) shall repair such damage with all reasonable diligence. Upon receipt of written notice from the Landlord that the Landlord has substantially completed its repair or rebuilding in accordance with its obligations under this Lease, the Tenant shall forthwith commence and expeditiously finish the repair and rebuilding of the Premises and the Tenant Improvements in accordance with the provisions of this Lease. In the event this Lease is terminated as provided in Section 13.1, the Tenant shall release any claim to any insurance proceeds received in respect of the Tenant Improvements and direct any such proceeds to the Landlord or as it may further direct.

13.3 Architect's Opinion Binding – Intentionally Deleted

13.4 Rights to Termination

If the Premises or any portion of are damaged or destroyed by any cause whatsoever and cannot, in the opinion of the Landlord's Architect, be rebuilt within one hundred and twenty (120) days of the damage or destruction, either party may, terminate this Lease by giving the other party thirty (30) days' notice of termination, and Basic Rent shall be apportioned and paid to the date of the damage or destruction and the Tenant shall immediately deliver vacant possession of the Premises to the Landlord.

If the Property shall, at any time, be wholly or partially destroyed or damaged (whether or not the Premises have been affected) to the extent that twenty-five percent (25%) or more of the Basic floor area of the Property has become unfit for use, either party may elect, within thirty(30) days from the date of such damage, to terminate this Lease on thirty (30) days' notice to

the other party, in which event Basic Rent shall remain payable until the date of termination (unless it has been reduced under Section 13.1).

13.5 Dispute Resolution

The Parties will use their best good faith efforts to resolve any dispute arising with respect to this Lease and any extension or renewal thereof. The parties may by mutual consent agree to hold meetings or take any other steps including the appointment of a mediator in an attempt to resolve the dispute. In the event that a negotiated agreement or mediation does not successfully resolve the dispute, the Parties agree to conduct an arbitration, in accordance with the provisions of the *Arbitration Act* of Newfoundland and Labrador, using a single jointly appointed arbitrator.

13.6 Right to Extend

- (a) **Right to Extend.** The Tenant will have the right to extend the Term of the Lease for 1 further consecutive period (each, an "**Extension Period**") of 5 years commencing on the day after the expiry of the Initial Term of the Lease or the previous Extension Period, as the case may be.
- (b) **Exercising Option.** The option in respect of the Extension Period may be exercised in writing given to the Landlord not later than 6 months prior to the expiration of the Initial Term or the applicable the Extension Period, as appropriate (the "**Exercise Date**").
- (c) **Extension Terms and Conditions.** The extension of the Term of the Lease, upon the exercise of the option respecting the Extension Period, will be on the same terms and conditions as contained in this Lease including without limitation all personal rights and obligations of the parties, except that:
 - (i) the Basic Rent payable during the Extension Period will be an amount on which the Landlord and the Tenant may agree, based on the most probable fair market rent which would be obtainable by a landlord at the time of commencement of such Extension Period for an arm's length renewing tenancy of comparable premises in a similar location for a similar term but not containing any Tenant Improvements (including any cost of any Tenant Improvements which has been included in arriving at the Basic Rent payable during the Initial Term); and
 - (ii) there will be no further right to extend the Term of the Lease beyond the expiration of the final Extension Period.
- (d) **Agreement on Basic Rent.** Within two (2) months of a request by the Tenant given at any time between twelve (12) and eighteen (18) months prior to the expiration of the Initial Term, the Landlord will advise the Tenant of the Landlord's opinion of the prevailing fair market rental value of the Premises for such Extension Period. Provided the Tenant has exercised its option to extend as provided herein, if the parties have not agreed on the Basic Rent for the Premises by the commencement date of the Extension Period, the dispute resolution clause in Section 13.5 above shall apply. Until the Basic Rent for the Extension Period has been determined, the Tenant will continue to pay Basic Rent at the rate applicable during the last year of the Initial Term. Once the Basic Rent for the Extension Period has been determined, the parties will make any necessary readjustments between themselves.

13.7 Certificate Conclusive

Any decisions regarding the extent to which the Premises or any portion of the Property has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord whose decision shall be final and binding on the parties. .

13.8 Insurance Proceeds - Intentionally Deleted.**Article 14 — DELAY AND NON-WAIVER****14.1 Unavoidable Delay - Intentionally Deleted.****14.2 Non-Waiver**

If either the Landlord or the Tenant overlooks, excuses, condones or suffers any default, breach or non-observance by the other of any obligation under this Lease, this will not operate as a waiver of such obligation in respect of any continuing or subsequent default, breach or non-observance, and no such waiver will be implied but will only be effective if expressed in writing.

Article 15 — Default**15.1 Default and Right to Re-enter**

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent due is not paid within ten (10) Business Days after notice in writing from the Landlord to the Tenant;
- (b) the Tenant has breached any of its covenants or any of its obligations in this Lease and, if the breach is capable of being remedied and is not listed in this Section 15.1, after notice in writing from the Landlord to the Tenant:
 - (i) the Tenant fails to remedy the breach within thirty (30) days (or such shorter period as may be provided in this Lease); or
 - (ii) if the breach cannot reasonably be remedied within thirty (30) days (or such shorter period as may be provided in this Lease), the Tenant fails to commence to remedy the breach within thirty (30) days, or fails to proceed diligently to remedy the breach;
 - (iii) in either case after notice in writing from the Landlord, and subject to Section 14.1;
- (c) the Tenant becomes bankrupt or insolvent or takes any steps towards creditor protection under bankruptcy and insolvency legislation, makes any proposal or an assignment arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;
- (d) a trustee, receiver, receiver/manager, monitor, interim receiver, custodian, sequestrator or other party with similar powers of, for, or in respect of the Tenant or of all or substantially all of the assets or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant;
- (e) the Tenant makes a sale in bulk of all or a substantial portion of its assets, other than in conjunction with an assignment or sublease approved by the Landlord;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;

- (g) the Tenant makes an assignment or sublease, other than in compliance with the provisions of this Lease;
- (h) save and except as provided in Section 8.2; or the case of a renovation the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of fifteen (15) consecutive days or more;
- (i) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- (j) any insurance policy covering any part of the Property is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Tenant or any person for whom it is legally responsible.

15.2 Default and Remedies

If and whenever, an Event of Default occurs, then, in addition to and without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have each of the following rights and remedies, available at any time:

- (a) to terminate this Lease by notice to the Tenant, or to re-enter the Premises and repossess them, and to remove all persons and property from the Premises and store any property at the expense and risk of the Tenant, or sell or dispose of the property in a manner the Landlord sees fit without notice to the Tenant. If the Landlord enters the Premises without notice to the Tenant of its intention to terminate this Lease under this Section 15.2(a) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 15.2(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but rather the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without the proper notice to the Tenant;
- (b) to enter the Premises as agent of the Tenant to do any or all of the following:
 - (i) relet and receive rent for the Premises for whatever length (but not to exceed the then remaining balance of the Term and on such commercially reasonable terms as the Landlord may determine;
 - (ii) take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, and sell or otherwise dispose of the property in a manner the Landlord sees fit without notice to the Tenant;
 - (iii) make alterations to the Premises to facilitate its reletting;
 - (iv) apply the proceeds of any sale or reletting first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale of property, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant remains liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter on the Premises for such purposes, if necessary to do so; and no notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by the Landlord's actions in remedying or attempting to remedy the default. The Tenant shall pay to the Landlord all associated expenses incurred by the Landlord;

- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' instalments of Rent, all of which shall immediately become due and payable as accelerated rent.

15.3 Remedies of Tenant

In addition to any other remedies which the Tenant may have under this Lease or at Law, if the Landlord fails to perform any of its obligations under this Lease, and fails to begin to remedy such failure following written notice from the Tenant to the Landlord specifying the nature of the failure (which notice will provide a reasonable cure period given the nature of the Landlord's failure) or, having begun to remedy such failure within such cure period, does not thereafter proceed diligently and continuously to remedy it (but subject to Section 15.2), and if such failure materially adversely affects the Tenant's use and enjoyment of the Premises or the conduct of the Tenant's business in the Premises, the Tenant may, at its option, perform such obligations at reasonable and competitive rates, without prejudice to any of its rights or recourses, to cure the Landlord's failure and deduct the cost thereof from future rentals.

15.4 Distress

If and whenever the Tenant is in default in the payment of any Rent beyond the period provided in Section 15.1(a), or if the Tenant abandons the Premises leaving any Rent unpaid, the Landlord may, within 30 days of notice to the Tenant, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment and/or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises. The Landlord may apply the proceeds of such sale against any Rent then owing to the Landlord and against the cost of the seizure and sale.

Notwithstanding anything to the contrary, the Landlord agrees that the Tenant's Confidential Information shall be exempt from distress including, without limitation, (a) Tenant's materials and data, whether in written or electronic format on a computer hard drive or other electronic medium; (b) information received, collected, produced or used in connection with the administration of the Tenant and its business, including, without limiting the generality of the foregoing, whether in written or electronic format on a computer hard drive or other electronic format; and (c) the Tenant's client, customer and employee information whether in written or electronic format on a computer hard drive or other electronic medium.

15.5 Signage

Subject to all applicable Laws, the Tenant will have the right to erect, install, maintain and replace from time to time suitable interior signage, including, without limitation, fascia signs, and freestanding directional signage, of a kind and size and in locations where considered necessary by the Tenant, all as first approved in writing by the Landlord, such approval not to be unreasonably withheld or delayed, publicizing the Tenant's operating name and/or logo and/or type of business and in accordance with the Tenant's standard corporate colours and designs. For

clarity, the Tenant will not be required to use channel letters for its signage. The Tenant will also have the right to display such other signs as comply with the Tenant's advertising practices, window displays and design criteria from time to time.

The Tenant's initial signage requirements have been incorporated into the Plans.

15.6 Parking

Throughout the Term, the Tenant will have the right, upon purchase of the applicable parking permits of the Landlord, and in the Parking Facilities as designated by the Landlord, for itself, its employees, agents, and invitees, to use all parking stalls within the Parking Facilities in common with others entitled thereto.

The Landlord warrants that the total number of parking stalls within the Parking Facilities will not be less than the number of stalls which may be required under any applicable Laws.

15.7 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord: in enforcing the terms of this Lease; under any obligation of the Tenant under this Lease, or where the Tenant has agreed to insure or to indemnify the Landlord.

15.8 Remedies Cumulative

Notwithstanding any other provision of this Lease, each party may from time to time resort to any or all of the rights and remedies available to it in the event of any default by the other party, either by any provision of this Lease, or by statute or common law, all of which are intended to be cumulative and not alternative the express provisions hereunder as to certain rights and remedies are in addition to and are not to be interpreted as excluding any rights and remedies available to the Landlord or the Tenant, as the case may be, by statute or common law.

Article 16 — General

16.1 Entry

Provided that the Tenant has not exercised any option to extend this Lease as provided herein, the Landlord shall be entitled at any time during the last nine (9) months of the Term:

- (a) on reasonable prior notice, and subject to compliance with the Tenant's security measures having regard to the nature of the Tenant's business enter on the Premises during Normal Business Hours for the purpose of showing the Premises to prospective tenants.

The Landlord may enter the Premises at any time during the Term on reasonable notice for the purpose of showing the Premises to prospective Mortgagees and/or purchasers or for the purpose of inspecting the Premises.

16.2 Reporting

The Tenant shall make available to the Landlord, upon 30 days' notice, all Service NL inspection reports, and other such verification that the Tenant is complying with health, safety or other regulation as may be reasonably required by the Landlord.

16.3 Force Majeure

In the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required by reason of any, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of any required act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 16.3 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

The parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. The Governments of Canada and the Province of Newfoundland and Labrador responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to educational institutions to change their delivery of education in various ways (collectively, the “**Governmental Response**”). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the “**Virus**”) and resulting or supplementary renewed Government Response. Without limiting the foregoing paragraph neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of:

- a. the continued spread of the Virus;
- b. the continuation of or renewed Governmental Response to control the spread of the Virus; and
- c. a Party’s decision, made on an organization-wide basis and in good faith, acting reasonably and consistent with industry standards, to control the spread of the Virus, even if exceeding the then current specific Government Response.

Dates or times of performance shall be extended to the extent of delays excused by this clause, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay shall, so far as practicable, use commercially reasonable efforts to minimize and mitigate the extent, effect and period of any such delay or non-performance.

16.4 Effect of Waiver or Forbearance

No waiver of any breach of the covenants, agreements or obligations contained in this Lease shall be deemed to be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations in this Lease, nor shall any failure to seek a remedy for any breach be a waiver of one’s rights and remedies for that breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be considered a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord’s knowledge of the preceding breach at the time of the acceptance of the Rent. All Rent and other charges payable by the Tenant to the Landlord shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant waives the benefit of any statutory or other right in respect of abatement or set-off in its favour.

16.5 Notices

(1) Any notice, delivery, payment or tender of money or document(s) to the parties may be delivered personally, or sent by prepaid registered or certified mail, or prepaid courier to the address for such party as set out in Section 1.1(b) or (d), as applicable, and any such notice, delivery or payment so delivered or sent shall be considered to have been given or made and received on

the delivery or on the third business day following the mailing. Each party may, by notice in writing to the others, designate an alternative address in Canada to which notices given more than ten (10) days after shall be addressed.

(2) Section 16.5(1) does not apply during any disruption in the service of Canada Post. In such circumstances, notice, delivery, payment or tender of money or document(s) shall be deemed to have been received only if delivered personally or sent by prepaid courier.

16.6 Registration of Lease

Neither the Tenant nor anyone on the Tenant's behalf (including any Transferee) shall register this Lease or any Transfer against the Property. The Tenant may register a notice or caveat of this Lease provided that: (a) a copy of the Lease is not attached; (b) no financial terms are disclosed; the Landlord gives its prior written approval to the notice or caveat; and (d) the Tenant pays the Landlord's reasonable costs on account of the matter. The Landlord may limit such registration to one or more parts of the Property. Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or vacate any such notice or caveat. If in the opinion of the Landlord, any surplus part of the Property is transferred, the Tenant shall at the request of the Landlord, discharge or vacate any notice or caveat as it relates to the surplus part. If any part of the Property is made subject to any easement, right-of-way or similar right, the Tenant shall immediately, at the request of the Landlord, postpone its registered interest to the easement, right- of-way or similar right.

16.7 Number, Gender, Effect of Headings

Words using the singular number only shall include the plural and *vice versa*, words using the masculine gender shall include the feminine and neuter genders, and words using persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease.

16.8 Severability, Subdivision Control

If any Article or Section or part of an Article or Section in this Lease is held to be illegal or unenforceable, it shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on the Landlord and the Tenant as though the Article, Section or part had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent and the Landlord agrees to cooperate with the Tenant in bringing such application.

16.9 Schedules

Schedules "A" to "F", appended to this Agreement, are incorporated by reference as terms and conditions of this Agreement. In the event of an inconsistency or conflict between the provisions of this Agreement and a Schedule thereto, and in absence of express language in the alternative, this Agreement shall prevail.

16.10 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed

or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

16.11 Successors and Assigns

The rights and liabilities of the parties shall continue to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord.

16.12 Confidentiality, Personal Information and ATIPPA

- (1) The contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant. The Tenant shall not, under any circumstances, discuss or reveal the details of this Lease with any non-affiliated parties including, but not limited to, any other tenants in the Property, prospective tenants, real estate agents or others except the Tenant's legal and financial advisors, any *bona fide* Transferee, and except as may be required by law.
- (2) Any Tenant that is an individual person consents to the collection and use of their personal information, as provided directly or collected from third parties, for the purposes of the Landlord considering the Tenant's offer in respect of this Lease and determining the suitability of the Tenant, as applicable, (both initially and on an on-going basis), including the disclosure of information to existing and potential lenders, investors and purchasers.
- (3) The Tenant acknowledges that this Agreement, and any information supplied by the Tenant to the Landlord may be required to be released pursuant to the *Access to Information and Protection of Privacy Act, 2015*, (ATIPPA) as amended from time to time. Subject to ATIPPA, this Agreement and other related documents and records submitted by the Tenant in connection with this Agreement, and any documentation prepared by the Landlord in relation to this Agreement, shall be confidential and shall not be disclosed, unless otherwise required to do so under law. **The Tenant acknowledges that any records it supplies to the Landlord may be subject to requests under the ATIPPA, 2015. In the event of a request to the Landlord for third party business information in its custody and control, information can be withheld only if it meets all parts of the 3-part harms test for non-disclosure as stated in section 39 of the ATIPPA, 2015.** The Tenant is therefore strongly encouraged to review this and other related sections of the ATIPPA, 2015 as it relates to this Agreement.

16.13 Anti-Money Laundering

"**AML Laws**" means all applicable anti-money laundering statutes of jurisdictions where the Landlord and its affiliates conduct business.

"**Anti-Corruption Laws**" means all laws, rules, regulations and other legally binding measures relating to the prevention of bribery, corruption, fraud or similar related activities in any country.

"**Sanctions**" means any sanctions administered or enforced by the U.S., Canadian, U.K. or E.U. Governments, the United Nations Security Council or other relevant sanctions authority.

The Landlord confirms that it is aware of the AML Laws, Anti-Corruption Laws and any Sanctions applicable to it and will comply (and has policies, procedures and controls in place

designed to comply) with all such AML Laws, Anti-Corruption Laws and any Sanctions, including all those applicable in the jurisdiction in which the Building is located or the jurisdictions in which it conducts its business generally. The Landlord represents and warrants that it will not use the Rent or any other payments received pursuant to this Lease to lend, contribute or otherwise make available any such Rents or payments to any subsidiary, joint venture partner or other person or entity, to make any offer, payment, promise to pay or authorization of the payment of any money or other property, gift, promise to give, or authorization of the giving of anything of value directly or indirectly to or for the benefit of any public official, political party or party candidate, or any third party to benefit any of the foregoing, or to any other person, if doing so would violate AML Laws or Anti-Corruption Laws. The Tenant represents and warrants that it currently has in place, and during the Term and any extension or renewal thereof, shall have in place, adequate policies and procedures that are designed to ensure compliance with AML Laws and Anti-Corruption Laws.

The Landlord represents and warrants that neither the Landlord nor, to the best of its knowledge, any director, officer, employee or affiliate of the Landlord, is currently subject to, and warrants that during the Term, and any extension or renewal thereof, shall not be subject to, any Sanctions. The Landlord will not directly or indirectly use the Rent or any other payments received pursuant to this Lease, as the case may be, or lend, contribute or otherwise make available such payments to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person and/or entity currently subject to such Sanctions.

The Tenant represents and warrants that neither the Tenant nor, to the best of its knowledge, any director, officer, employee or affiliate of the Tenant, is currently subject to, and warrants that during the Term, and any extension or renewal thereof, shall not be subject to, any Sanctions. The Tenant will not knowingly or intentionally lend or contribute any money to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person and/or entity currently subject to such Sanctions.

16.14 Consent

Whenever a party's consent or approval is required under this Lease, such consent will not be unreasonably or arbitrarily withheld or delayed, unless otherwise provided in this Lease.

16.15 Entire Agreement

Each of the Landlord and the Tenant acknowledges and agrees that there are no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) pertaining to this Lease except as are contained herein, and the schedules appended hereto constitute the entire agreement between the Landlord and the Tenant with respect to the subject matter of this Lease; provided, however, that in the event of any conflict or contradiction between this Lease, the provisions of this Lease will prevail. The Landlord and the Tenant further agree that no agreement collateral to this Lease will be binding upon the parties unless made in writing and signed by the parties, and that this Lease constitutes the entire agreement between the Landlord and the Tenant.

16.16 Modifications

Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease will be binding upon the parties unless made in writing and signed by the parties.

16.17 Severability

If any provision of this Lease is found to be illegal or invalid or unenforceable, it will be deemed

to be severed from this Lease, and the remaining provisions will continue to have full force and effect.

16.18 Joint and Several Liability - Intentionally Deleted.

16.19 Relationship

Nothing contained herein will be deemed or construed by the parties as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent nor any other provision contained in this Lease, nor any acts of the parties in connection with this Lease will be deemed to create any relationship between the parties other than that of Landlord and Tenant.

16.20 Successors and Assigns

This lease and everything herein contained will enure to the benefit of and be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and permitted assigns.

16.21 Time of Essence

Time is of the essence of this Lease.

16.22 Applicable Law

This Lease will be governed by and construed in accordance with the Laws of the province in which the Premises is situated and the federal Laws of Canada applicable therein. The Landlord and the Tenant agree in relation to this Lease and their respective obligations under this Lease to observe and comply with all applicable Laws pertaining to or affecting the Premises.

16.23 Survival

Notwithstanding anything to the contrary contained in this Lease, each of the parties' respective obligations, which by their nature ought to survive termination, will survive.

16.24 RBC Real Estate Service Providers

The Tenant confirms that (a) Cushman & Wakefield Inc. is authorized to act on behalf of, and in the interests of the Tenant with respect to real estate transaction and brokerage matters; and (b) Jones Lang LaSalle is authorized to act on behalf of, and in the interests of the Tenant with respect to portfolio administration issues and property tax payment issues, where applicable. Neither of the foregoing service providers is authorized to execute final, binding agreements on behalf of the Tenant and all agreements must be duly executed by the Tenant to be considered valid agreements. Except for the foregoing service providers acting in their respective capacities as set out in this Section, no real estate agent, broker, representative, consultant or other person providing similar services has represented or should purport to represent the Tenant in connection with this Lease or the transaction contemplated therein. For clarity, no commission will be payable by the Landlord in connection with this transaction without the express, written consent of duly authorized representatives of the Tenant's Corporate Real Estate Department.

16.25 Electronic Signature/Counterparts

This Lease may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same document. All parties agree that

this Lease may be transmitted by facsimile or by .pdf or similarly universally readable format, and the addressees of this Lease may rely upon all such electronic signatures (including by way of example, DocuSign or Onespan/E-SignLite) as though such electronic signatures were original signatures.

16.26 Interpretation

- (a) Unless otherwise noted in this Lease, the interpretation of this Lease will be governed by the following rules:
- (b) all headings in this Lease are inserted for convenience of reference only and will not affect the construction or interpretation of this Lease;
- (c) all dollar figures will mean Canadian Dollars, unless otherwise specifically referenced;
- (d) words importing the singular, include the plural, and vice versa, words importing the masculine gender, include the feminine and neuter, and vice versa and words importing persons, include firms or corporations, and vice versa, as the context or reference to the parties requires;
- (e) any reference to a statute will include such statute and the corresponding regulations, together with all amendments made and in force from time to time, and any statute or regulation that may be passed which has the effect of supplementing or superseding the statute referred to or the corresponding regulations;
- (f) all schedules to this Lease are integral parts of this Lease and are fully incorporated herein by this reference; and
- (g) the parties agree that the present agreement and all deeds, documents or notices relating thereto be drafted in the English language; les parties conviennent que la présente contrat et tous les contrats, documents ou les avis qui s'y rattachent soient rédigés dans la langue anglaise.

[The remainder of this page is left intentionally blank. Signature block follows]

IN WITNESS WHEREOF, the parties have executed this Lease as at the date first above written.

LANDLORD:

**MEMORIAL UNIVERSITY OF
NEWFOUNDLAND**

[Redacted]

s. 40(1)

Per: _____

Name: Iris Petten

Title: Chair, Board of Regents

[Redacted]

s. 40(1)

Per: _____

Name: Kent Decker

Title: Bursar

I have authority to bind the Landlord

TENANT:

ROYAL BANK OF CANADA

s. 40(1)

Per: [Redacted] 2021-05-21

Name:

Title: s. 40(1)

Per: [Redacted] 2021-05-21

Name:

Title:

We have authority to bind the Tenant



s. 40(1)

Schedule "C"
Landlord's and Tenants Work

GENERAL PROVISIONS

1. Items enumerated under the heading "Landlord's Work" below will be provided by and at the expense of the Landlord unless otherwise specified. All other items including those enumerated under the heading "Tenant's Work" below will be provided by and at the expense of the Tenant (or by the Landlord at the Tenant's expense as hereinafter provided.)

Design and Approvals

2. All Tenant's Work shall be designed in accordance with the laws and regulations of authorities having jurisdiction, in compliance with requirements of the Landlord's insurer; and in conformity with this Schedule "C". Where these laws, regulations, requirements and criteria conflict with each other, the Tenant shall obtain written clarification from the Landlord.

The Tenant shall deliver to the Landlord (Attention: Ancillary Operations) two (2) copies of each of its plans (to a scale approved by the Landlord) and specifications and such other information as may be necessary for the Landlord's Work to proceed and for the Tenant's Work to be approved under the terms of the Lease, including the Tenant's contact name, mailing address, phone and fax numbers.

The Tenant shall provide said plans a minimum of four (4) weeks prior to construction for the Landlord to review. The Tenant's plans and specifications shall be prepared by qualified professional design, architectural, and/or engineering consultants, at the Tenant's expense, and shall be approved in writing by the Landlord and shall provide sufficient detail on at least the following portions of the Tenant's work:

- I. floor plans with merchandising layout and complete interior finishing schedules;
- II. storefront and show window elevations and plans (where a standard storefront has been provided by the Landlord, plans should indicate signage and any other changes);
- III. reflected ceiling plan;
- IV. heating, ventilation and cooling schedule of design loads (including indication of any loads in excess of design or installed capacity), layout of equipment and details including all piping and ductwork;
- V. electrical layout plan to show all wiring circuits including lighting and convenience outlets, Tenant's emergency lighting system, all modifications and/or additions to fire alarm devices within the Premises, telephone locations and the location of equipment requiring electrical power including underfloor services;
- VI. an electrical fixture schedule specifying the type, manufacturer, wattage, quantity, etc., of all electrical fixtures and equipment. A schedule or list of power loads with circuit

numbers adjacent, calculated connect and demand loads and watts per square footage for the Premises shall be provided;

- VII. plumbing;
- VIII. sprinklers and other fire prevention devices;
- IX. colour and material finishes board if requested by the Landlord;
- X. signage; and
- XI. any other special facilities or installations or any additional structural loading required in excess of the design capacity.

If no changes are required to the Tenant’s plan, the Landlord shall notify the Tenant in writing of the approval of the plan. If the Landlord does not approve the Tenant’s plan, the Landlord shall notify the Tenant in writing of the specific changes required by the Tenant to its plan, and the Tenant shall prepare and submit to the Landlord within ten (10) days, four (4) complete sets of drawings and specifications containing the required amendments.

The Tenant shall maintain a copy of approved final plans, specifications, addenda and change notices at the work site throughout construction of the Tenant’s Work, and shall provide to the Landlord two (2) copies of approved as-built record drawings (one (1) copy to be digital to the Landlord’s required format) and maintenance manual (including balancing reports, occupancy certificate, shop drawings, final authority and consultant inspection reports) upon completion of the Tenant’s Work and prior to opening for business. The Landlord does not and shall not be deemed to have made any representation or warranty as to the compliance of the Tenant’s Work with any laws or as to the suitability of the Premises, or the Tenant’s Work for the Tenant’s needs. Accordingly, notwithstanding any review or approval of the Tenant’s plans or specifications by the Landlord or its architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to the Tenant by the Landlord or the Landlord’s architect, engineers and consultants, the Landlord shall have no liability whatsoever in connection with the Tenant’s Work or for any omissions or errors contained in the plans and specifications for the Tenant’s Work.

Occupancy Dates/Start of Tenant’s Work

- 3. The Landlord shall give the Tenant written notice of the Possession Date.
- 4. The Tenant and/or its contractor(s) shall be permitted entry to the Premises for the conduct of Tenant’ Work on the Possession Date, as advised by the Landlord, if the Tenant has provided the Landlord with satisfactory evidence of:
 - 1) insurance, as required by the Landlord;
 - 2) the Tenant having obtained the necessary building, plumbing, mechanical and electrical permits;
 - 3) letters of Good Standing from the Newfoundland and Labrador Construction Safety Association (“NLCSA”) as proof of possession of Certificate of Recognition (“COR”), which shall be provided for all Contractors and subcontractors used;
 - 4) a contact list for the Tenant and the Tenant’s general contractor and sub-contractors containing the name of the contact person and phone numbers for afterhours emergency

- use;
- 5) a job specific safety management plan that is acceptable to the Landlord and shall address the following:
 - a. Prescribed safety requirements and compliance strategies;
 - b. Employee orientation, training and qualifications;
 - c. Written safety policies and safe work procedures;
 - d. Method of site safety supervision;

 - e. Procedures for Subcontractors safety;
 - f. Incident reporting procedures;
 - g. Contact numbers for safety supervisors;
- 6) written permission authorizing the Landlord to approach governmental regulatory authorities for applicable safety-related information on all contractors and subcontractors
- 7) proof of qualifications for all contractors and subcontractors intended to be used;
- 8) all relevant safety certifications and documentation pertaining to all contractors and subcontractors used;
- 9) safety statistics involving the contractor and subcontractors used for the past five (5) years including total person hours worked, total number of lost time injury counts and total lost time injury counts;
- 10) the Landlord's approval of the plans and specifications.

The Tenant shall not be entitled to possession of the Premises until a sufficient amount of the Landlord's Work has been completed therein. It is acknowledged that the Landlord's Work with regard to the sprinklers, heating, ventilation and air conditioning system and main electrical service to the Premises cannot be completed without the Tenant's plans and/or specifications having been approved by the Landlord.

Insurances

- 5. The Tenant will not be permitted to enter the Premises for any purpose until the Tenant shall have deposited with the Landlord a builders risk certificate (if requested by the Landlord) and a liability certificate from the Tenant's general contractor, or if none, then from the Tenant in an amount of not less than three million dollars (\$3,000,000.00) per occurrence, with the Landlord added as additional insured, and with a cross liability clause; which liability insurance shall be on a comprehensive form and shall cover all hazards related to any work performed by any such general contractor or independent contractor, as the case may be, in the Premises.

Payments by Tenant

- 6. The Tenant shall pay to the Landlord in respect of the conduct of the Tenant's Work:
 - I. a fee to provide temporary services during the time commencing on the Possession Date , and terminating on the Commencement Date, as set out in section 1.1(e) of the Agreement to which this Schedule is appended (hereinafter the "Fixturing Period"), including temporary power, lighting, heating and security. The calculation of this fee is to be based on existing services metering and rates and is to be agreed with the Landlord prior to the commencement of the Fixturing Period.

- II. the reasonable cost including the cost of labour, materials, taxes, architectural, engineering and contractors' fees, to the Landlord of: special supervision; any necessary cutting or patching of or repairing any injury to the Landlord's Work; removal of refuse or of cleaning common areas as a result of Tenant's Work; removing or correcting faulty Tenant's Work; changes in the Landlord's Work required by the Tenant for the use of the Premises; any Tenant's Work performed by the Landlord at the request of the Tenant; and all other costs incurred for the accommodation of any Tenant's Work under this Schedule "C" (including delays in the Landlord's Work caused by the conduct of the Tenant's Work).

Landlord's Work

The items enumerated under this heading constitute the entire Landlord's Work and will be provided by and completed at the expense of the Landlord in accordance with its plans and specifications and the applicable requirements of all regulatory authorities having jurisdiction with respect thereto. All other work required to prepare the Premises for use by the Tenant shall constitute the Tenant's Work, whether enumerated in this Schedule "C" or not.

a) **Floor - Intentionally Deleted.**

b) **Demising Walls/Ceilings**

Demising walls shall be constructed of metal studs.

Projections in demising walls may occur due to the existence of columns or structural members. The walls may be required to be fire rated.

The Landlord will provide fire rated demising walls, if required by Code. Fire rating requirements will be based on the base building design and any fire rating upgrades required due to the Tenant's type of occupancy will be the responsibility of the Tenant.

Ceilings will consist of exposed unpainted building roof structure.

c) **Walls**

If adjacent tenant(s) is/are not a member of RBC Financial Group:

- i) gypsum board, rated as required to separate adjacent occupancies (thickness and layers to meet local Authorities having jurisdiction); and
- ii) Complete assembly to be built to the underside of the structure.

d) **Electrical Service**

Each Tenant is provided with an electrical service to the Landlord's designated point of entry. The Tenant is to confirm that the capacity of the electrical system is sufficient for their needs. The Tenant is responsible for any required upgrades to the electrical service which must be done in consultation with and approval by the Landlord.

e) Communications

The Landlord will provide an empty 3/4" conduit for telephone service to the Premises at a location as designated by the Landlord.

f) Utilities and Plumbing

The Landlord will provide, where required, cold water supply terminated at a valve, sanitary vent, and sanitary line below the floor to points of entry into the Premises as designated by the Landlord.

g) Fire Protection/Alarms

The Landlord is responsible for the installation of all fire protection and alarm devices required by the National Building Code (referred to as "Code") and/or authorities having jurisdiction, except for those required as a result of the Tenant's use of or activity in the Premises. Where the Tenant is required to provide additional devices connected to the base building fire alarm system, all such connections and verification (if required) shall be done by the Landlord's contractor at the Tenant's expense or by the Tenant's contractor if approved by the Landlord. The supply and installation of fire extinguishers is the Tenant's responsibility.

h) Sprinklers

If required by Code or by other authorities having jurisdiction, a sprinkler system will be provided within the Premises and the sprinkler heads will be placed to a standard spacing based on the condition of the Premises prior to the Tenant's occupancy. The Tenant must coordinate the design of its lighting, ceiling, infills and interior partition layout to accommodate this sprinkler system. Any changes in the sprinkler layout required by the Tenant's interior plans will be performed by the Landlord's contractor at the Tenant's expense or by the Tenant's contractor if approved by the Landlord.

i) Heating, Ventilation and Air-Conditioning

j) Telecommunications Services - Intentionally Deleted.

TENANT'S WORK

The Tenant's Work consists of the items enumerated under this heading and all other work required to complete the Premises for use by the Tenant, whether enumerated in this Schedule "C" or not, other than the Landlord's Work. The Tenant's Work will be provided by and completed at the expense of the Tenant and includes all work, materials, equipment and fixtures which are not specified as Landlord's Work, but which are required to complete the Premises in accordance with the plans and specifications approved by the Landlord and the applicable requirements of all regulatory authorities having jurisdiction and the insurance underwriters with respect thereto. The Tenant's Work, unless documented previously as "Landlord's Work", shall include, but not be limited to, the following:

a) Interior

All Tenant interior partitions, final floor preparations, floor coverings, ceilings, ceiling infills and structural supports which shall all be constructed of non-combustible materials (metal, drywall, masonry, etc.).

b) Where required by the Tenant's use of the Premises and the Code, the Tenant shall upgrade the Landlord's demising walls to provide the required fire separation between premises. This fire rating must be maintained.

c) Ceilings

Suspended ceiling systems shall extend throughout the Premises unless otherwise approved by the Landlord. The Tenant shall notify the Landlord of any damage to fireproofing materials of the base building system. Any such damage shall be repaired by the Landlord at the Tenant's expense or by the Tenant using a Landlord approved contractor. Where ceilings within the Premises are not easily removable, the Tenant shall provide access panels in its ceiling of a size, type and location as may be required by the Landlord in order to service either the Tenant's or the Landlord's equipment or facilities located above such ceiling. Where the Landlord has approved an open ceiling concept, the Tenant must obtain the Landlord's approval before any existing overhead services are removed or relocated.

d) Floors

If, due to the nature of the Tenant's permitted use of the Premises, the allowable live load of the floor structure is required to be increased, the Landlord shall upgrade the structure at the Tenant's expense.

e) Storefront/Signage

The Tenant's identification sign fascia shall be furnished and installed by the Tenant in accordance with the approved drawings, this Schedule "C" and the Lease. Signage must be illuminated (internally illuminated Channel letters) and shall be generally consistent with the signage specifications for the University Centre.

No signage shall be fabricated, or installed, until the Landlord has approved the Tenant's full colour signage proposal, which shall include a storefront elevation.

For Premises fronting on an interior space, the Tenant shall supply and construct the entire storefront and signage between the demising caps.

No storefront or closures (e.g. sliding doors) are to be suspended from the structure without written approval of the Landlord's structural engineer.

Supply and installation of barrier-free door operators, where required by Code, is the Tenant's responsibility.

f) Doors

All work required for interior doors and to replace or alter exterior doors supplied by the Landlord, including work to provide for depressions and/or raised areas, slots in the floor slab for door tracks, door closers, door supports, and special floor finishes are the responsibility of the Tenant.

g) Exterior Walls

All work required to install openings, fans, vents, louvers, storefront and/or other improvements that are proposed to be fastened to, penetrate or affect the appearance of exterior walls, or the demising partitions are the responsibility of the Tenant, providing that no such work will proceed without the prior written approval of the Landlord.

h) Walls

2 layers of 9-gauge security diamond mesh on Tenant suite side of stud framing, Metal studs and spacing to suit floor to ceiling height.

i) Meters

The Tenant, if required by the Landlord, must apply for and supply at its own expense consumption meters for any utilities (e.g. gas, water, electricity) serving the Premises, or if the Landlord elects to supply them, the Tenant shall pay to the Landlord for the cost thereof.

j) Electrical

Extension from the disconnect switch including the supply and installation of transformers (where supply is 600 volts), meters, panels, breakers, conduit, wiring, junction boxes, switches, lighting, smoke detectors, electrical distribution within the Premises, all receptacles and connections to electrical loads such as the HVAC equipment and any other work within the Premises will be at the Tenant's expense.

The Tenant must provide a final electrical safety inspection certificate.

The Tenant is to provide switches for all lights except night lights.

The Tenant is to provide self-contained battery packs for emergency lighting.

If the service capacity of the Premises is not adequate, the Tenant shall inform the Landlord of the required capacity in amperes based on the service voltage supplied. Any additional cost to the Landlord to provide additional electrical capacity shall be the responsibility of the Tenant.

k) Communications

The Tenant is to supply and install the communication cabling from the Landlord's termination blocks to the Tenant's Premises. The cables and all other work required to provide telephone service from the Landlord's telephone room to the Premises will be the Tenant's responsibility. Ample space above the ceiling grid shall be available throughout the base building to provide telephone wires to all parts of the Premises.

l) Fire Alarm Systems

The Tenant is to provide and install devices connected to the base building fire alarm system. All new and revised fire alarm components are to be installed, tested and verified by the Landlord, at the Tenant's expense. The complete verification shall be performed by the manufacturer and the Tenant's electrical contractor under the direction and to the satisfaction of the Landlord or its engineer. Fire alarm work will be done by the Landlord's contractor at the Tenant's expense or by a contractor approved by the Landlord.

All proposed security system installations are to be submitted to the Landlord for approval.

m) Plumbing

The Tenant shall supply and install all internal plumbing and supplies, including metering where required by the Landlord, and installation of hot water heaters and grease traps (where Landlord directs). The Tenant is responsible for the excavation, filling and compaction for all underground mechanical services within the Premises. The Tenant is responsible for the cutting and repair of the floor slab (as approved by the Landlord), if in place, and disposal of waste. The Landlord reserves the right to examine such work prior to and during backfilling and compaction operations.

n) Propane Service

Propane is supplied from a central source for various tenants and is managed by the Landlord. Each tenant is metered individually, and the Tenant will be responsible for all costs associated with usage and service at the location identified.

o) Sprinklers (where required) and Other Life Safety Equipment

The Tenant shall supply all requisite life safety equipment including fire extinguishers and hoses and for any modifications to the sprinkler and life safety system necessary because of the Tenant's requirements such as interior partitioning, cooking hoods and equipment. The modification work will be done by the Landlord's contractor at the Tenant's expense or by a contractor approved by the Landlord.

p) Heating, Ventilation and Air-Conditioning

All work required on heating, ventilating and air-conditioning systems consisting of all necessary piping, ducts, duct insulation, diffusers, controls, including thermostats required for the maintenance of required conditions in the Premises and as required for the removal of any air not suitable for re-circulating, such as fumes, odours, and vapors is the responsibility of the Tenant.

Where gas/propane-fired apparatus is approved by the Landlord and available for the Premises, exhaust ducts from such apparatus shall be brought to the roof and connected to a roof-mounted appurtenance to be provided and installed by the Landlord on behalf of and at the cost of the Tenant or by a contractor approved by the Landlord. The location of the roof-mounted equipment, metering, piping and outlets shall be coordinated with the Landlord.

q) Exhaust Systems

All washroom exhaust systems show window exhaust systems, plumbing vents, mechanical ventilation equipment exhausts and cooking exhausts which are not part of the standard heating, ventilating and air-conditioning system provided by the Landlord under the heading "Landlord's Work" are to be provided by the Tenant. All openings, supporting structures, curbs, flashing, water-proofing, ducts, vents and grilles for such Tenant- installed equipment shall be the Tenant's sole responsibility and installed in accordance with the Landlord's building standards or in accordance with approved plans and specifications. The Tenant shall also complete all make-up air systems necessary to ensure that it is not drawing conditioned air from the Common Area or adjacent premises. Ventilation must be sufficient to prevent odours from escaping from the Premises. If ventilation is insufficient to prevent odours escaping from the

Premises, the Landlord reserves the right to rectify the ventilation systems at the Tenant's expense.

r) Miscellaneous and Fixtures

All other work including, but not limited to, refrigeration equipment (if the Tenant handles perishable items), all finishing work and the installation of millwork, finishes, fixtures, furnishings and equipment necessary to properly complete the Premises for use and occupancy by the Tenant and the proper conduct of the Tenant's permitted use therein, are the responsibility of the Tenant.

Performance of Tenant's Work

The Tenant shall complete the Tenant's Work and shall secure all approvals and permits, in its name, required for the Tenant's Work from the authorities having jurisdiction and shall submit to the Landlord proof of such approvals and permits having been obtained prior to commencing the Tenant's Work. The Tenant's Work shall otherwise be carried out in accordance with the following provisions:

- a) Tenant's Work shall be done as expeditiously as possible in a good and workmanlike manner and with first-class new materials. All work undertaken by the Tenant shall be performed by competent workers whose labour affiliations are compatible with those and all others employed by the Landlord and its contractors.
- b) Tenant's Work shall be done in compliance with such reasonable rules and regulations as the Landlord or its agents may make, such as:
 - I. time and place of deliveries;
 - II. hours of work and scheduling and coordination of work, including afterhours work where the work may disrupt the business of adjacent tenants;
 - III. make good/reinstate finishes of adjoining occupancies, where affected by the Tenant's work;
 - IV. material and equipment handling, including hoisting facilities;
 - V. material and equipment storage
 - VI. automobile and truck access and parking;
 - VII. electricity, heat and water availability;
 - VIII. clean up and toilet facilities;
 - IX. garbage and refuse storage and removal;
 - X. hoarding; and
 - XI. security.
- c) Tenant's Work shall be done in such manner so as not to unreasonably interfere with the Landlord's Work in respect of the Premises or in any other portion of the University Centre.
- d) Tenant's Work shall be subject to the reasonable supervision of the Landlord and its agents

or contractors.

- e) Tenant's Work shall be done at the risk of the Tenant.
- f) The Tenant, its employees, contractors and contractors' employees shall not enter onto any roof of the Property or make any opening in the roof without the Landlord's express authorization. All work done on the Property roof shall be carried out by the Landlord's contractor at the Tenant's expense or by any contractor approved by the Landlord.
- g) No load greater than the design live load of 100 pounds per square foot, uniformly distributed, shall be imposed on any floor. No loads may be suspended from the underside of the roof structure other than the combined load of the suspended ceiling light fixtures and mechanical terminals for which it has been designed. No holes shall be drilled through the floors without the written approval of the Landlord.
- h) The Tenant shall maintain the Premises in a reasonably clean and orderly state during the Tenant's Work, and shall be responsible for removing from the Property all excess material and garbage resulting from the Tenant's Work and shall store or remove all combustible or
- i) environmentally hazardous substances (hereinafter "Hazardous Substances") at the end of each shift to the Landlord's satisfaction, failing which the Landlord may do so and the Tenant shall pay the Landlord the cost of removing the Hazardous Substances and any remediation required plus 15% Landlord's administration fee.
- j) Objectionable odours from the Premises shall, at the Tenant's expense, be exhausted in such a manner that they do not escape into the common areas or other tenants' premises and so that they do not short circuit into any fresh air vents.
- k) Any damage to the Premises or any part of the Property caused by the Tenant or any of its employees, contractors or workers shall be repaired forthwith by the Tenant, failing which the Landlord may do so and the Tenant shall pay the Landlord the cost of the repair plus 15% Landlord's administration fee.
- l) The Tenant and its contractors shall advise the Landlord of any flammable and Hazardous Substance used on the Premises and Property. The Tenant or its contractors will remove and deposit the Hazardous Substance on a daily basis in accordance with any local authorities having jurisdiction. The Tenant and its contractors shall conform with the requirements of Workers Hazardous Material Information Sheets (WHMIS) and other applicable safety codes and regulations.
- m) Sprinkler system impairments, whether planned or accidental, on site or off site, must be promptly reported to the satisfaction of the Landlord's property insurance provider who will advise on the monitoring procedure until the system is fully restored. The Tenant is

responsible for all monitoring, security and/or supervision costs during sprinkler system impairments.

- n) Hot work procedures, such as welding and torching, must be conducted by authorized personnel only and hot work permits must be requested from the Landlord prior to commencement of the work. A minimum 24 hours advance notice is required by Landlord for such permits.
- o) Unless otherwise advised by the Landlord, the Tenant is to provide evidence to the Landlord upon completion of the Tenant's Work indicating the Tenant has entered into a service and maintenance contract for all installed mechanical systems. All service contractors must be approved by the Landlord.
- p) Any fire sprinkler or alarm upgrades required to the Landlord's property due to the Tenant's work and type of occupancy will be the Tenant's responsibility and at the Tenant's cost.

The Landlord reserves the right, in its sole discretion, to enter upon the Premises to inspect the Tenant's Work from time to time and any Tenant's Work that is not in accordance with plans, specifications, information and revisions delivered to and approved by the Landlord or that is not otherwise in accordance with the requirements of the authorities having jurisdiction and that has not been removed or corrected forthwith after demand, may be removed or corrected by the Landlord at the expense of the Tenant. The Tenant shall pay to the Landlord the actual cost of such work performed by the Landlord plus 15% Landlord's administration fee.

SCHEDULE "D"

Summary of Main Terms

1. **Term:** 5 years
2. **Name of Business:** Royal Bank of Canada
3. **Address of Tenant:** Smallwood Centre – UC 3018
4. **Site Location:** University/Smallwood Centre 3rd Floor – UC 3018
5. **Premises:** 447 square feet
6. **Basic Rent:** \$111.86 per square foot plus HST
7. **Equipment:** Provision of own equipment for operation of the business

Schedule "E"
Standard Use Clause

The Premises may be used only for general business offices, the purpose of conducting the business of a financial institution (including that of a retail banking facility, investment advisory services and/or investment counselling), the installation and operation of an Automated Banking Machine ("ABM") to provide services generally available from time to time from RBC ABMs, seminars and workshops provided by the Tenant in connection with *RBC Future Launch* or other similar initiatives, and for the business or use of any Permitted Transferee or subtenant to whom the Tenant may have effected a transfer, and for any uses which are ancillary and related to the foregoing uses.

The Lease will not include a "continuous use" clause, so the Tenant can vacate the Premises at any time so long as it continues to pay all rent and comply with its other Lease obligations. The Tenant will operate during the Tenant's normal hours of business.

Schedule "F"
MUN Water Pledge

MUN WATER PLEDGE

In signing this pledge, the Memorial University of Newfoundland community pledges to:

1. Progressively and systematically eliminate the distribution of plastic bottled water at all University events and, through environmental and health education programming, achieve the ultimate goal of a university community that is bottled water free.
2. Conduct a University-wide Public Water Access Audit — a comprehensive analysis of the current state of public water access on campus. The final report of this audit will be made public in fall 2009.
3. Based on the results of the Audit and Employee Water Survey, develop a priority-based Water Access Plan to upgrade current infrastructure so as to increase access to public drinking water. This plan shall be made in consultation and conjunction with students, faculty and staff of the University community.
4. Ensure that all new campus buildings include adequate access to public drinking fountains and/or water fill stations.

Dated at St. John's, this 7th day of September 2009.

Signed on behalf of Memorial University's students, faculty and staff by:

Dr. Chris Loomis
President and Vice-Chancellor *pro tempore*
Memorial University of Newfoundland

