

**THIS LEASE** made the 1st day of July, 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:** **GRADUATE STUDENTS' UNION OF MEMORIAL UNIVERSITY OF NEWFOUNDLAND**, a body corporate organized and existing under the laws of the Province of Newfoundland and Labrador

(the "Tenant")

**WHEREAS** the Landlord and Tenant entered into a lease agreement dated April 8, 2004, in which the Tenant assumed responsibility for the operation of Feild Hall (the "2004 Lease");

**AND WHEREAS** the 2004 Lease expired on December 31, 2013;

**AND WHEREAS** the Tenant has retained responsibility for the operation of Feild Hall from January 1, 2014, to the present, generally under the same terms and conditions of the 2004 Lease;

**AND WHEREAS** the Tenant wishes to enter into a new lease for the first and second floors of Feild Hall, specifically for the operation of Bitters and administrative offices, subject to the terms and conditions herein described;

**AND WHEREAS** the parties wish to set forth the terms and conditions of a new lease agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that for and in consideration of the sum of One Dollar, the Landlord hereby demises unto the Tenant the first and second floors of those premises situate and being named the Feild Hall Building of 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 five (5) years to commence and be computed from the 1<sup>st</sup> day of July, 2021, and thence forward to be completed and ended on the 30<sup>th</sup> day of June, 2026, with the right, upon 60 days' notice prior to the end of the Term, and agreement of the Parties, to extend the Lease for additional annual terms of 1 year, as agreed between the parties.

## **Article 1 – Basic Terms and Definitions**

### **1.1 Basic Terms**

- (a) Landlord: Memorial University of Newfoundland
- (b) Tenant: Graduate Students' Union of Memorial University of Newfoundland
- (c) Premises: The first and second floors of that portion of the Landlord's St. John's Campus named Feild Hall.

s. 40(1)

- (d) **Term:** 5 years [60 months], subject to Sections 2.2 and 2.3  
**Commencement Date:** July 1, 2021, subject to Sections 2.2 and 2.3  
**End of Term:** June 30, 2026, subject to Sections 2.2 and 2.3
- (e) **Extension Rights:** One year annual renewal on 60 days' notice prior to the end of the Term, and on agreement of the Parties.

## 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;
- (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 July 1, 2021 (the “Commencement Date”) as set out in Section 1.1(d) and shall run for a period of five (5) years as set out in Section 1.1(d) and end on June 30, 2026, as set out in Section 1.1(d), unless terminated earlier pursuant to the provisions of this Lease.

### **2.3 Renewals**

At the end of the Lease, the Parties may, upon agreement between the Parties and upon 60 days’ notice of the Parties’ intentions, renew this Lease on an annual basis, for additional terms of 1 (one) year each.

### **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 – Utilities**

### **3.1 Payment for Utilities**

The Landlord will be responsible for the cost of heat, light and custodial services including garbage collection for the second floor in the Premises while office space is provided for graduate students on the second floor. The Tenant shall be responsible for the cost of heat, light, and custodial services including garbage collection for the first floor of the 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 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, unless such power outage is caused by the negligence of the Landlord.

## **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 of the Premises, as well as for all restaurant equipment 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. Throughout the Term the Tenant will have the right, upon purchase of the applicable parking permits from 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 designated parking facilities in common with others entitled thereto.

(2) The Landlord reserves the right, upon reasonable notice to the Tenant, 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 only to operate a bar (first floor) and as office space (second floor) for the Tenant and for no other purpose, except with the express written consent of the Landlord.

### **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 6, 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 reasonable 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 any of its maintenance personnel and/or contractors reasonable access to the Premises and promptly pay to the Landlord or its 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 before 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 at its own expense; and
- (b) the Tenant shall, at its own expense, remove any Leasehold Improvements that the Landlord does not wish to keep, 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 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, which do not unreasonably interfere with the business of the Tenant.

## **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, 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.

## **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, unless such injury or damage is caused or contributed to by the gross negligence or willful misconduct of the Landlord;
- (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring, unless such damage is caused or contributed to by the gross negligence or willful misconduct of the Landlord;
- (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 this agreement.

**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 with no less than ninety (90) days' written notice to the Tenant, relocate the Tenant's offices or business (Bitters) 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 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.

(3) In the event of the damage or destruction referred to in (1) and (2) above, the Landlord will make reasonable efforts, to the extent possible, to relocate the Tenant within the Property.

### **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 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 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. In the event that the Landlord sells or disposes of any of the Tenant's property in accordance with this section, the Landlord will use best efforts to ensure that it does not sell or dispose of the personal property of the Tenant or its members. To the extent that any of the Tenant's property to be sold or disposed of in accordance with this section contains personal information, such personal information will, to the extent reasonably possible, be removed and/or purged from the property. 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, epidemics or pandemics, 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 this Lease is being entered into during the COVID-19 pandemic. The pandemic has caused global disruption with consequence that have not necessarily fully materialized. The Parties agree to mitigate and collaborate on any needed measures as much as possible. The Parties shall on a regular basis discuss if any changes to the Lease provisions are required, if any activities under the Lease are not possible to complete or if it is possible to circumvent any obstacles which arise resulting from the effects of COVID-19.

### 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**

I/We have the authority to bind the corporation

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**

s. 40(1)

[Redacted Signature] \_\_\_\_\_  
Witness

Per:

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

s. 40(1)

[Redacted Signature] \_\_\_\_\_  
Witness

Per:

[Redacted Signature] s. 40(1)  
Name: Ken Decker  
Title: Bursar

**TENANT**

I/We have the authority to bind the corporation

**GRADUATE STUDENTS' UNION OF MEMORIAL UNIVERSITY OF NEWFOUNDLAND**

s. 40(1)

[Redacted Signature] \_\_\_\_\_  
Witness

Per:

[Redacted Signature] s. 40(1)  
Name: M M BASET OLI MISHKAT  
Title: Executive Director of External Affairs.

## SCHEDULE A

s. 40(1)



**FEILD HALL BUILDING**

Prefix - GH

**LEVEL 1**

**B**

**2**

**3**

**4**

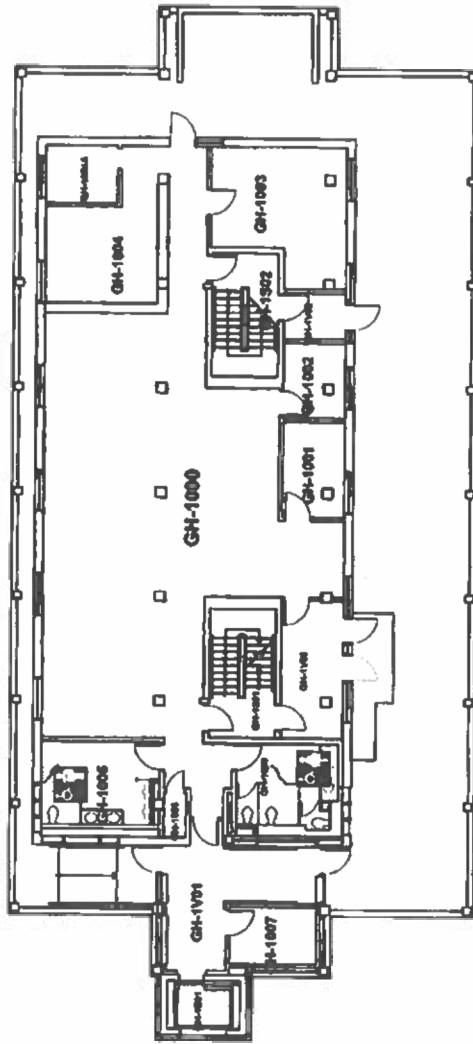
**HOME**



**LIST OF DEPARTMENTS FOR THIS LEVEL:**

FACILITIES MANAGEMENT

GRADUATE STUDENT UNION



s. 40(1)

**FEILD HALL BUILDING**

Prefix - GH

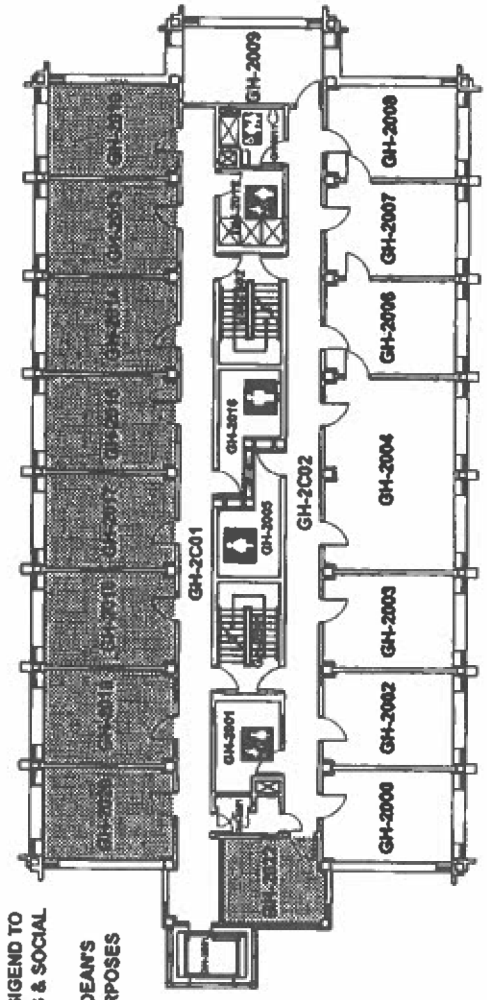
**LEVEL 2**

**B** 1 3 4

HOME



**NOTE:**  
 ALL STUDENT ROOMS ASSIGNED TO  
 THE DEAN OF HUMANITIES & SOCIAL  
 SCIENCES OFFICE ARE  
 ALSO CONTROLLED BY THE DEAN'S  
 OFFICE FOR BOOKING PURPOSES



**LIST OF DEPARTMENTS FOR THIS LEVEL:**

-  DEAN OF HUMANITIES & SOCIAL SCIENCES
-  GRADUATE STUDENT UNION
-  FACILITIES MANAGEMENT

s. 40(1)

**FIRST RENEWAL OPTION**

THIS LEASE RENEWAL AGREEMENT dated as of the 15 day of November, 2021 (the "Effective Date").

**BETWEEN:**

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

- and -

**BELL MOBILITY INC.**, a corporation incorporated pursuant to the laws of  
Canada  
(the "Tenant")

WHEREAS by a Lease effective the 1st day of December 2011, the Landlord and the Tenant did enter into a Lease Agreement (the "Lease") for certain premises being located on 300 Prince Philip Drive, St. John's, Province of Newfoundland and Labrador:

THEREFORE, in consideration of the mutual covenants and agreements between the parties and the sum of Ten Dollars (\$10.00) that has been paid by each party to the other(s), the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Landlord and Tenant have agreed to renew the Lease on the terms set out in this agreement. This is the first of two (2) successive five (5) year renewal options.
2. As of the Effective Date the Lease is renewed as follows:
  - i) For a further five (5) years effective December 1, 2021, to November 30, 2026.
  - ii) The annual rental for the renewal term shall be in the amount of *Nineteen Thousand, Five Hundred (\$19,500) Dollars.*
3. This Lease Renewal should be read together with the Lease and the parties confirm that, except as modified herein, all covenants and conditions of the Lease remain unchanged, unmodified and in full force and effect.

- 4. Any capitalized word or term not otherwise defined in this Lease Renewal shall have the meaning given thereto in the Lease.
- 5. The Parties agree to do or cause to be done, from time to time, all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by another party, as maybe necessary or desirable to carry out the provisions and intention of this Agreement.
- 6. This Agreement applies to the Landlord and the Tenant and their respective heirs, executors, administrators and permitted successors and assigns.

THE PARTIES HAVE SIGNED BELOW, to confirm the terms of this Agreement.

)  
 ) **MEMORIAL UNIVERSITY OF NEWFOUNDLAND**  
 )

) [REDACTED] s. 40(1)  
 ) Per: \_\_\_\_\_  
 ) Iris Petten, Chair, Board of Regents

) [REDACTED] s. 40(1)  
 ) \_\_\_\_\_  
 ) Kent Decker, Burear

) **BELL MOBILITY INC.**  
 )

) [REDACTED] s. 40(1)  
 ) Per: \_\_\_\_\_  
 ) Paul Greene  
 ) Senior Advisor, Network  
 ) Real Estate

DocuSigned by:  
 [REDACTED] s. 40(1)  
 Timothy Hollett  
 Director -Real Estate



**ARTICLE 2 – PAYMENT BY NRC**

201 NRC shall upon receipt of invoice pay to the OWNER in arrears each month as follows:

Location of Offices	Period covered	Rental Amount (HST extra)
EN3024	January 1, 2022 to December 31, 2022	\$300.72 per month

202 The OWNER shall send detailed monthly invoices in arrears, at the beginning of each month for payment to:

National Research Council of Canada  
1200 Montreal Road, Building M19  
Ottawa ON K1A 0R6

Attention: Real Property Officer, Real Property  
[NRCRealProperty-BiensimmobiliersCNRC@nrc-cnrc.gc.ca](mailto:NRCRealProperty-BiensimmobiliersCNRC@nrc-cnrc.gc.ca)

**ARTICLE 3 – DAMAGE BY FIRE OR OTHER CAUSE**

301 If the Premises or any part thereof or common areas are damaged by fire or other cause as to render them unsuitable or prevent reasonable access to them, or that part of the Premises occupied or used by NRC are completely destroyed, then this License shall terminate and payments shall cease to accrue and be payable from the date such damage occurs. In such event, NRC shall vacate the Premises and shall be liable to make payments to OWNER for that period of time preceding the date such damage occurs.

**ARTICLE 4 – OBLIGATIONS OF NRC**

401 NRC shall:

- (a) promptly pay the amounts set out in paragraph 201;
- (b) promptly repair the Premises in a proper and workmanlike manner, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- (c) promptly notify OWNER in writing of any accident to or defect in the Premises or any part thereof or Building of which it becomes aware, including without limitation accidents to or defects in water or other pipes, heating apparatus, or electrical light or other wiring;
- (d) permit OWNER and its agents, with or without workmen or others, at all reasonable times to enter the Premises to view the condition thereof;
- (e) not to do or suffer to be done on or about the Premises anything whereby the insurance on the Premises or any part of the Building may be rendered void or voidable, and if

NRC's use of any part of the Premises, the conduct of the business of NRC or any acts or omissions of NRC or any NRC Personnel in the Building causes or results in any increase in the premiums payable for the insurance carried from time to time by OWNER, NRC shall pay any such increase in premiums forthwith upon receipt of an invoice documenting same;

- (f) not keep any inflammable materials or any explosive materials in or about the Premises and comply in all respects with all requirements and recommendations of all insurers of the Premises and Building and of all Fire Commissions and like bodies;
- (g) observe, at all times, all applicable laws, fire code(s) and building code(s), including those relating to the use of the Premises and the Building;
- (h) not perform acts or carry on any practice that may injure any part of the Premises or the Building or be a nuisance or menace to others in the Building;
- (i) not make alterations or additions to any part of the Premises without obtaining the prior written approval of the OWNER; such alterations or additions to be under the direction of the OWNER and at the cost of NRC; and
- (j) upon termination of this Licence, remove furnishings, fixtures and other property of NRC and leave the Premises in good repair, reasonable wear and tear excepted.

#### **ARTICLE 5 – OBLIGATIONS OF THE OWNER**

501 The OWNER shall:

- (a) pay all such present and future rates and taxes with respect to the Premises;
- (b) provide sufficient heating and/or air conditioning to maintain a temperature consistent with the OWNER's usual standards;
- (c) ensure that the Premises comply with the prevailing standards for barrier-free accessibility;
- (d) keep the common areas, outer walls and roof of the Building in proper structural repair;
- (e) keep the common areas in the Building clear and well lighted;
- (f) employ competent janitors and cleaners to keep the Building and Premises reasonably clean and dusted;
- (g) pay electricity, gas and water charges with respect to the Premises;
- (h) supply water to the washbasins and toilets in the Building;

- (i) keep the Building and Premises insured against loss or damage by fire, lightning and tempest; and
- (j) permit NRC to erect or place and maintain, for the premises, identification signs in both official languages of Canada, consistent with the Federal Identify Program, both inside and outside the building where circumstances permit, in the building lobby or on the directory board and outside the NRC offices.

#### **ARTICLE 6 – TERMINATION**

- 601 Either Party may terminate this Licence at any time during the term by giving to the other Party a notice of termination in writing not less than thirty (30) days prior to the date stipulated in that notice as being the effective date of termination.
- 602 NRC shall vacate the Premises on or before the effective date of termination.
- 603 Upon termination no further payments are payable for the Premises by NRC except those monthly installments for the months prior to the effective date of termination.

#### **ARTICLE 7 – INDEMNITY**

- 701 NRC shall indemnify, defend and save harmless the OWNER from and against all liabilities, claims, damages, costs, expenses, demands, actions, causes of action, injuries or losses (collectively, "Claims") due to or arising out of (i) any act or omission by NRC or its directors, officers, employees, agents, invitees, contractors, licensees or others for whom it is in law responsible (collectively, "NRC Personnel") in or upon the Premises or any part thereof or elsewhere in the Building or pursuant to this Licence or (ii) any breach or non-observance by NRC or any NRC Personnel of any provision of this Licence, whether such Claims are in tort, strict liability, breach of contract or otherwise.
- 702 Neither OWNER nor its agents shall be liable for any damage to property entrusted to its or their employees, nor for the loss of any property by theft or otherwise, except for damage resulting from the gross negligence of OWNER or those for whom OWNER is in law responsible. All property of NRC or NRC Personnel kept or stored in the Premises or any part thereof or elsewhere in the Building shall be at the sole risk of NRC or NRC Personnel, as the case may be.
- 703 Neither the OWNER nor its agents shall be liable for any injury to or loss suffered by NRC or any NRC Personnel or for any destruction of or damage to property of NRC or any NRC Personnel, in or about the Premises or any part thereof or elsewhere in the Building, including without limitation damage resulting from the negligence of OWNER or those for whom OWNER is in law responsible. NRC agrees that OWNER shall not be liable for any consequential or inherent damages suffered by NRC or NRC Personnel. It is understood and agree that if NRC wishes to

protect itself against loss in respect of any of the aforementioned matters, it shall do so by way of insurance, and such insurance shall be at the cost of NRC and OWNER shall be responsible only for insuring the property of OWNER.

**Article 8 – MEMBERS OF THE HOUSE OF COMMONS**

801 It is a condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

**ARTICLE 9 – AGREEMENT FOR SERVICES**

901 This is an agreement for the provision of office space and related services where the OWNER is engaged as an independent Contractor for the sole purpose of providing a service. Neither the OWNER nor any of its personnel is engaged as an employee, servant or agent of Her Majesty.

**ARTICLE 10 – NOTICE**

1001 Where in this Licence any notice is required or authorized to be given, that notice shall be in writing and may be sent by registered mail, by courier, by telegram, or delivered in person addressed as follows:

(a) to the OWNER:

Faculty of Engineering & Applied Science  
S.J. Carew Building, Room 4019  
240 Prince Philip Drive  
Memorial University of Newfoundland and Labrador  
St. John's, NL A1B 3X5

Attention: Steve Bruneau, Director, Industrial Outreach Group

(b) to NRC:

National Research Council of Canada  
1200 Montreal Road, Ottawa, Ontario, K1A 0R6

Attention: Real Property Officer, Real Property  
[NRCRealProperty-BiensimmobiliersCNRC@nrc-cnrc.gc.ca](mailto:NRCRealProperty-BiensimmobiliersCNRC@nrc-cnrc.gc.ca)

1002 The above addresses may be changed from time to time by written notice of change of address to the other Party.

**IN WITNESS WHEREOF** the National Research Council of Canada has executed this Licence of Occupation at the City of Ottawa in the Province of Ontario this \_\_\_\_ day of \_\_\_\_\_

**NATIONAL RESEARCH COUNCIL CANADA**



s. 40(1)

Frank Jefferies, Director General, RPPM Branch

**IN WITNESS WHEREOF** the OWNER has executed this Licence of Occupation at the City of St. John's, Province of Newfoundland this 22<sup>nd</sup> day of February, 2022.



s. 40(1)

Name: Cathy Duke  
Title: Chair, Board of Regents (Acting)



s. 40(1)

Name: Kent Decker  
Title: Bursar

THIS LEASE made the 01 day of May 2022,

BETWEEN:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND  
(the "Landlord")

AND

Mary Brown's Inc.  
(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: Mary Brown's Inc. 100 Renfrew Drive, Suite 200, Markham, ON L3R 9R6
- (c) Premises: that portion of the Property illustrated in Schedule "A" as UC 3012 C & UC 1017 E in the Memorial University of Newfoundland, University Centre/Smallwood Centre, taken on as an "as is" basis.
- (d) Rentable Area of Premises: Restaurant: 482 square feet  
Storage: 200 square feet
- (e) Term: 5 years subject to Sections 2.2 and 2.3  
Commencement Date: September 01, 2022 subject to Sections 2.2 and 2.3  
End of Term: August 31, 2027 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): \$50 plus HST per square foot for general usage space, and \$15 plus HST per square foot for storage space, payable on the first (1<sup>st</sup>) day of each month, commencing in the first month.
- (h) Percentage Rent (Section 5.1): Percentage Rent (Section 5.1): 8% plus HST of the Gross Revenue; and Percentage Rent of 10% plus HST will be applied to all Gross Revenue exceeding \$1,000,000 annually. Percentage rent owing is payable on the fifteenth (15<sup>th</sup>) of the following month, commencing with first payment in October 2022 and concluding with last payment in September 2027.
- (i) Permitted Use (Section 9.1): Quick serve restaurant, as outlined in Section 9.1.
- (j) There shall be no exclusivity of product offerings for the Tenant. The Tenant also agrees to comply 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) 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 15.1;
- (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) "Percentage Rent" means the rent payable by the Tenant pursuant to Section 5.1;
- (o) "Percentage Rent Statement" means the statement required to be made by the Tenant pursuant to Section 5.2;
- (p) "Possession Date" means the date the Tenant takes possession and control of the Premises pursuant to the terms of this Lease.
- (q) "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
- (r) "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;
- (s) "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;
- (t) "Rent" means all Basic Rent, Percentage Rent and Additional Rent;
- (u) "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;
- (v) "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;
- (w) "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;
- (x) "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;
- (y) "Tenant's Proportionate Share" means those funds payable by the Tenant to the Landlord with respect to Property Realty Taxes;
- (z) "Term" means the period specified in Section 1.1(e) and, where the context requires, any renewal, extension or overholding thereof;
- (aa) "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
- (bb) "Transferee" means any person or entity to whom a Transfer is or is to be made.
- (cc) "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, but the Landlord shall be responsible for removing the existing "Dairy Queen" sign prior to the commencement of this Lease

## **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 \$50 plus HST per square foot of restaurant 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 — Percentage Rent**

### **5.1 Payment of Percentage Rent**

Percentage Rent (Section 5.1): 8% plus HST of the Gross Revenue; and Percentage Rent of 10% plus HST will be applied to all Gross Revenue exceeding \$1,000,000 annually. Percentage rent owing is payable on the fifteenth (15th) of the following month, commencing with first payment in October 2022 and concluding with last payment in September 2027.

### **5.2 Percentage Rent Statements**

(1) The Tenant shall deliver to the Landlord, on or before the fifteenth (15<sup>th</sup>) day of each month during the Term (commencing in the second month) and on or before the fifteenth (15<sup>th</sup>) day of each month thereafter, including the month following the expiry of the Term, cash register receipts from the previous month, and a Percentage Rent Statement signed and verified by an officer of the Tenant, showing, in a form as the Landlord may reasonably require, the Gross Revenue together with a breakdown of categories of all sales, including, without limitation, general retail, catering and miscellaneous sales. The Percentage Rent Statement shall also indicate the total number of transactions in each category for the reporting period, as well as the average transaction amount for each transaction category.

### **5.3 Tenant's Records**

(1) For the purpose of ascertaining Percentage Rent, the Tenant shall prepare and keep on the Premises or at the Tenant's head office, for a period of not less than eighteen (18) months, during and after the Term has ended, adequate records which shall show all inventories and receipts of merchandise at the Premises and daily receipts from all sales and other transactions, the proceeds of which would be included in Gross Revenue. The Tenant shall record at the time of sale, in the presence of the customer, all receipts from sales or other transactions whether for cash or credit in a cash register or in cash registers having a cumulative total which shall be sealed in a manner approved by the Landlord, and having such other features as shall be approved by the Landlord.

(2) Such records shall include:

- (a) purchase orders or packaging or delivery receipts of inventory and merchandise delivered to the Premises;
- (b) cash register tapes;
- (c) serially numbered sales slips;
- (d) the originals of all mail orders and telephone orders at and to the Premises;
- (e) settlement report sheets of transactions with sublessees, concessionaires and licensees;
- (f) sales tax returns;
- (g) the original records showing that merchandise returned by customers was purchased at the Premises by such customers;
- (h) such other sales and inventory records, if any, which would normally be examined by an independent chartered accountant qualified to practice publicly pursuant to accepted auditing standards in performing an audit of the entire business affairs and sales of the Tenant at, in, on or from the Premises; and
- (i) the records specified above of the sublessees, concessionaires or licensees.

(3) The Landlord shall have the right, exercisable by its officers or auditors at any time during Normal Business Hours, to examine the records and procedures of the Tenant affecting the determination of Gross Revenue.

### **5.4 Review of Statements**

(1) At any reasonable time after the delivery to the Landlord of any statement referred to in Section 5.2, or if the Tenant fails to deliver any statement within the time stipulated in Section 5.2, the Landlord shall have the right, exercisable by its officers and auditors, to cause a complete audit to be made of the Tenant's entire business affairs and records relating to the Premises and to examine such business affairs and the records relating thereto to confirm or establish the amount of the Percentage Rent for the period to which such statement relates. If the records maintained by the Tenant for the period under review are not made available to the Landlord or are inadequate to

permit the determination of Gross Revenue for such period, the Landlord may estimate the Gross Revenue for such period, and such estimate shall be deemed to be the Gross Revenue for such period.

(2) The cost of each examination shall be borne by the Landlord unless the required statement has not been provided to the Landlord under Section 5.2, in which event the cost shall be borne by the Tenant. If the required statement has not been delivered to the Landlord within the time period provided for in Section 5.2, the Landlord may terminate this Lease on ten (10) days' notice to the Tenant. Any additional Percentage Rent found to be due and owing to the Landlord as a result of an examination or audit shall immediately be due and payable.

## **Article 6 — Additional Rent and Costs**

### **6.1 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.

### **6.2 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.

### **6.3 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 7 — Utilities and Building Systems**

### **7.1 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 15 of this Agreement.

### **7.2 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 10 of this Lease pertaining to any work required in respect of such additional utilities and services.

### **7.3 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.

### **7.4 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.

### **7.5 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 8 — Control and Operation by Landlord**

### **8.1 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 7.5 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.

### **8.2 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.

### **8.3 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 8.3 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.

### **8.4 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 four 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

(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.

**8.5 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 9 — Use of Premises**

**9.1 Use of the Premises**

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

**9.2 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 a copy of the food establishment license as well as post a copy in their establishment.

**9.3 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.

#### **9.4 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 10 — Maintenance, Repairs and Alterations of Premises**

#### **10.1 Maintenance, Repair and Cleaning of Premises**

Except as set out in this Article 10, 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 8.1. 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.

#### **10.2 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 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.

#### **10.3 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.

#### **10.4 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.

#### **10.5 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 ten (10) 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.

#### **10.6 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.

### **10.7 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 10.6.

## **Article 11 — Insurance and Indemnity**

### **11.1 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 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 11.1(a) and 11.1(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 11.1(b) and 11.1(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.

### **11.2 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.

### **11.3 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.

### **11.4 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.

### **11.5 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 12 — Assignment and Subletting**

### **12.1 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.

### **12.2 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 12 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.

### **12.3 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.

### **12.4 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.

### **12.5 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 13 — Quiet Enjoyment**

#### **13.1 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 14 — Damage and Destruction**

#### **14.1 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.

#### **14.2 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 14.1).

#### **14.3 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.

#### **14.4 Insurance Proceeds**

In the event of damage or destruction not contemplated by Section 14.1 or 14.2, 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.

#### **14.5 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 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 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 15.1, 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.

### **15.2 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 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 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.

### **15.3 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.

#### **15.4 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.

#### **15.5 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 16 — General**

#### **16.1 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.

#### **16.2 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.

#### **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 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 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, 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(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 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**

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.

#### **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.

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

**IN WITNESS WHEREOF** the parties hereto have executed this Sublease.

**LANDLORD**

**MEMORIAL UNIVERSITY OF  
NEWFOUNDLAND**

I/We have the authority to bind the corporation

Per: \_\_\_\_\_ s. 40(1)  
Name: Cathy Duke  
Title: Chair, Board of Regents (Acting)

**MEMORIAL UNIVERSITY OF  
NEWFOUNDLAND**

I/We have the authority to bind the corporation

Per: \_\_\_\_\_ s. 40(1)  
Name: Stephen Greene  
Title: Interim Vice-President (Administration and Finance)

**TENANT**

**MARY BROWN'S INC.**

I/We have the authority to bind the corporation

Per: \_\_\_\_\_ s. 40(1)  
Name: Hadi Chahin  
Title: President & COO



## Schedule "B"

### Rules and Regulations

1. The Tenant shall only cook or prepare food 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. 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.

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**

4. 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**

5. 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 1/4" 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.  | <b>Term</b>                             | 5 years  |
| 2.  | <b>Percentage of the Gross Revenue:</b> | Percentage Rent (Section 5.1): 8% plus HST of the Gross Revenue; and Percentage Rent of 10% plus HST will be applied to all Gross Revenue exceeding \$1,000,000 annually. Percentage rent owing is payable on the fifteenth (15th) of the following month, commencing with first payment in October 2022 and concluding with last payment in September 2027. |
| 3.  | <b>Name of Business:</b>                | Mary Brown's Inc.  |
| 4.  | <b>Address of Tenant:</b>               | 100 Renfrew Drive, Suite 200, Markham, ON L3R 9R6  |
| 5.  | <b>Site Location:</b>                   | University/Smallwood Centre 3 <sup>rd</sup> Floor – UC 3012 C & UC 1017 E  |
| 6.  | <b>Common Area Square Footage:</b>      | 482 square feet  |
| 7.  | <b>Storage Area Square Footage:</b>     | 200 square feet  |
| 8.  | <b>Common Area Cost:</b>                | \$50.00 per square foot plus HST   |
| 9.  | <b>Storage Area Cost:</b>               | \$15.00 per square foot plus HST   |
| 10. | <b>Equipment:</b>                       | 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 quick-serve restaurant and for no other purpose. The primary use will be for fried chicken products. The Tenant's menu shall list the items that the Tenant intends to sell at the Leased Premises. The Tenant is permitted to change the menu prices and delete items from the menu but the Tenant is not permitted to add items to the menu without the prior written consent of the Landlord.

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 "Mary Brown's" and no other name whatsoever, without the Landlord's prior written consent, which consent shall not be unreasonably withheld.

Menu and pricing would be as follows:

**Big Mary Monday Promo:**

This promo is offered only in our traditional stores across Canada but we are happy to extend the offer to MUN as well.

**Halal option:**

We offer halal options in specific stores across the country and the MB Express unit at MUN can be added to these stores. All chicken sandwiches and Tenders offered at the location will be halal.

**Plant-based option:**

Our plant based menu items are limited time offers only. We are happy to bring this offer to MUN and test demand for this product.

**Snack-size Poppins:**

This will not be added to the menu at the beginning due to space and speed limitations but we will assess as a future option.

**Snack-size menu :**

We are able to add one snack menu item to the menu at MUN. It will be the Sidekick sandwich and it will be offered in both flavours (original and sweet heat)

	<b>Store Pricing</b>
<b>Menu Item</b>	
3 Tenders Combo (Regular or plant based)	\$11.39
3 Tenders only (Regular or plant based)	\$7.79
5 Tenders Combo (Regular or plant based)	\$14.39
5 Tenders only (Regular or plant based)	\$10.79
Side-kick Sandwich Combo (Regular/Sweet heat)	\$7.39
Side-kick Sandwich only (Regular/Sweet heat)	\$3.79
Big Mary Combo (Regular/Spicy)	\$11.19
Big Mary Sandwich only * (Regular / Spicy)	\$7.59
Nashville Mary Combo	\$11.69
Nashville Mary Sandwich only	\$8.09
Make it a Combo (incl. taters and fountain pop)	\$3.60
* Big Mary Sandwich only (Monday special)	\$4.99
<b>Desserts</b>	
1 Apple Pie	\$1.79
<b>Sides</b>	
Taters (small)	\$3.09
Nashville Taters (small)	\$3.79
Poutine Tater (small)	\$6.79
Coleslaw (small)	\$2.69

Please note that the menu does change from time to time and we reserve the right to add, delete and/or change menu items, pricing and offers in accordance with our national menu offer and/or demand.

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 1st day of June 2022,

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

**14410211 CANADA, INC. (DBA CYTOCHROME)**

(the "Tenant")

**THIS AGREEMENT WITNESSES** 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 the Cold-Ocean Deep-Sea Research Facility (CDRF) Room CD-1023 containing a floor space of 203 square feet (hereinafter referred to as the "Demised Premises"), located in the Town of Logy Bay-Middle Cove-Outer Cove, in the Province of Newfoundland and Labrador, to have and to hold the Demised Premises for and during the term of 1 year to commence and be computed from the 1<sup>st</sup> day of June, 2022 and thence forward to be completed and ended on the 31<sup>st</sup> day of May, 2023, yielding and paying therefor yearly to the Landlord the rental amount of \$120.00 per square foot, or \$24,360.00 per annum, exclusive of HST, payable in monthly instalments of \$2,030.00.

### Article 1 – Basic Terms and Definitions

#### 1.1 Basic Terms

- (a) Landlord: Memorial University of Newfoundland, 230 Elizabeth Avenue, St. John's, NL A1C 5S7; Attention Cassandra Gardner, email [clgardner@mun.ca](mailto:clgardner@mun.ca)
- (b) Tenant: 14410211 CANADA, INC., 0 MARINE LAB, A1C 5S7, ST. JOHN'S, NL, Attention Martin Van Den Berghe, email [martin@cytochrome.org](mailto:martin@cytochrome.org), phone 709-571-7453
- (c) Demised Premises: Cold-Ocean Deep-Sea Research Facility (CDRF) Room CD-1023
- (d) Term: 1 year, subject to Section 2.2 and 2.3  
Commencement Date: June 1, 2022 subject to Section 2.2 and 2.3  
End of Term: May 31, 2023 subject to Sections 2.2 and 2.3
- (e) Annual rent: \$120.00 per square foot per month, or \$24,360.00 per annum, exclusive of HST, payable in monthly instalments of \$2,030.00
- (f) Early termination: on six months' notice by either party, or in accordance with the Default provisions of Article 11.

## 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) "Event of Default" is defined in Section 11.1;
- (b) "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;
- (c) "Demised Premises" means that portion of the Property identified in Section 1.1(c) specifics of which are outlined in Schedule A;
- (d) "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 Demised Premises. The Tenant accepts the Demised Premises on an "as is" basis.

### 2.2 Term

The Term shall commence on the date set out in Section 1.1(d) and shall run for the period set out therein and end on the date set out therein, unless terminated earlier pursuant to the provisions of this Lease. Either party can terminate this lease on three months' notice to the other party.

### 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 provide and 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.

**3.3 No Liability**

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the 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. 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 for the Tenant's operations, as laboratory space to conduct experiments related to ocean alkalinity enhancement (OAE), 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 6, 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, mechanical and other utility services within or exclusively serving the Demised Premises. Should the Tenant request upgrades to these systems or require maintenance because of damage caused by the Tenant, such expense shall be borne by the Tenant.

### **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 and the equipment therein, including inspections for lab safety, biosafety and fume hood certifications, or for the purpose of having access to a refrigerator located within the Demised Premises, 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 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 shall be removed from the Demised Premises by the Tenant, either during or on the expiry or early 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 any Leasehold Improvements required by the Landlord to be removed on the expiry or early termination 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.

### **6.6 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 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 6.6.

## **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; and
- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, and non-owned automobile liability 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 two million dollars (\$2,000,000) or such higher limits as the Landlord may reasonably require;

(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.

Except in the event of Tenant's negligence or willful misconduct, Tenant's total liability under this Section 7.4 shall be capped to the total amount of insurance proceeds recoverable under the insurance policies required by Section 7.1, and in no event shall Tenant be liable for indirect or consequential damages, including loss of profit or revenue.

### **7.5 Release**

(1) Except in the event of Landlord's negligence, willful misconduct or breach of the Lease, 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 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.

### **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. In the event that no other suitable space is available, the Landlord will have no obligation to relocate the Tenant, and this Lease will terminate. In such event, the Landlord will refund a prorated portion of the Tenant's rent for that month, and the Tenant will cease to be responsible for any further rent payments.

## **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 Demised Premises or any portion thereof 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 Property 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.

(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, action, 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 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, so long as the reconstruction or repair brings the Demised Premises back to the same or similar condition as at the beginning of the Lease.

## **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 six (6) 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.

**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, epidemics or pandemics (excluding the current COVID-19 pandemic), 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, email, or by 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, including the use of the Demised Premises by Tenant throughout the term, 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.

#### **12.10 Intellectual Property Rights**

Landlord and Tenant acknowledge and agree that as between Landlord and Tenant, all intellectual property currently owned by Tenant and/or developed by Tenant during the term of this Agreement in the Demised Premises leased hereunder shall be the sole property of Tenant, and Tenant shall retain all of the right, title, and interest in such intellectual property. For purposes of this Agreement, "intellectual property" shall mean any patents, trademarks, trade names, service marks, copyrights, trade secrets, know-how, ideas, inventions, discoveries, tools, methodology, processes and improvements and any other intellectual property, tangible or intangible, of Tenant.

***[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 the corporation

s. 40(1) [Redacted]

Witness

s. 40(1) [Redacted]  
Witness

Per: [Redacted] s. 40(1)

Name: *Glenn Barnes*  
Title: *Chair, Board of Regents*

Per: [Redacted] s. 40(1)

Name: *Lise Browne*  
Title: *Interim Vice-President (Administration & Finance)*

TENANT

14410211 CANADA, INC. (DBA Cytochrome)

i We have the authority to bind the corporation

s. 40(1) [Redacted]  
Witness

s. 40(1)

Per: [Redacted]

Name: *Martin Van Den Berghe*  
Title: *Chief Executive Officer*

**CONSENT TO ASSIGNMENT OF LEASE**

**THIS CONSENT TO ASSIGNMENT OF LEASE** is dated the 18<sup>th</sup> day of October, 2022.

MEMORIAL UNIVERSITY OF NEWFOUNDLAND (hereafter referred to as the "Landlord") hereby consents to the transfer of the lease made 1<sup>st</sup> day of June 2020 between the Landlord and Mandarin Mart (hereafter referred to as the "Tenant"), and attached hereto, from Mandarin Mart to: Panda Foods INC., [c/o Lee Li, 336 Freshwater Rd Unit 6, St. John's, NL A1B 1C2, Telephone: [REDACTED], Email: s. 40(1) lee@goldenharbor.ca] (hereafter referred to as the "Assignee"), which transfer shall take place as of the 8<sup>th</sup> day of September, 2022. This transfer is made in accordance with Article 11 of said lease, and all rights and obligations of said lease remain in full force and effect as against Mandarin Mart for the remainder of its term.

IN WITNESS WHEREOF the Landlord has executed this Consent to Assignment of Lease as of the day and year first above written.

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

s. 40(1)

[REDACTED]  
Name Glenn D. Barnes

Chair, Board of Regents  
Title

October 27, 2022.  
Date

[REDACTED]

s. 40(1)

Name Rob Philpott

Vice-President (Administration and Finance)  
Title

October 19, 2022  
Date

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE** dated as of the 31st day of October 2022.

**BETWEEN:** **MANDARIN MART LTD.**, a body corporate, duly incorporated under the laws of the Province of Newfoundland and Labrador,

(hereinafter called the "Assignor")

OF THE ONE PART

**AND:** **PANDA FOODS INC.**, a body corporate, duly incorporated under the laws of the Province of Newfoundland and Labrador,

(hereinafter called the "Assignee")

OF THE OTHER PART

**WHEREAS** the Assignor and Memorial University of Newfoundland entered into a lease, dated June 1 2020, in respect of premises of Memorial University of Newfoundland, being University Centre 3<sup>rd</sup> Floor – UC 3011 (the "**MUN Lease**");

**AND WHEREAS** the Assignor and Assignee entered into an agreement effective as of August 30 2022 whereby the parties agreed to the assignment of the MUN Lease by the Assignor to the Assignee;

**AND WHEREAS** Memorial University of Newfoundland has consented to the assignment of the MUN Lease by the Assignor to the Assignee, including all the rights and obligations of the Assignor, as per the terms and conditions of the MUN Lease;

**NOW THEREFORE THIS INDENTURE WITNESSETH** that for and consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, paid by the Assignee to the Assignor on or before the execution of these presents (the receipt and sufficiency whereof is hereby acknowledged) the parties hereto hereby covenant and agree as follows:

1. The Assignor, as beneficial owner, hereby assigns and conveys unto the Assignee the MUN Lease and all its rights in and under the said MUN Lease to the Assignee, including but not limited to, all the benefit of all covenants, terms, conditions and provisos contained in the MUN Lease to have and to hold the same unto the Assignee for the residue now unexpired of the term granted by the MUN Lease;
2. The Assignee for itself covenants with the Assignor, and the Assignor's successors and assigns that the Assignee and its successors and assigns, shall observe and perform the covenants, provisos, conditions, and terms contained in the said MUN Lease on the part of the tenant therein pertaining to the MUN Lease and will indemnify and keep indemnified the Assignor from and against all demands and claims in respect thereof;
3. The Assignor and the Assignee shall and will, from time to time and at all times hereafter, at the request of the other, but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required for the purpose of transferring to the Assignee the MUN Lease and the therein stated rights and obligations of the Assignor in the MUN Lease;
4. This Assignment shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns;
5. The parties agree that this Assignment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same resolution. Signatures delivered by facsimile, .pdf, or electronic mail shall be deemed for all purposes to be original counterparts of this Assignment;

[execution page to follow]

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed in accordance with their respective rules and regulations the day and year first before written;

**SIGNED SEALED AND DELIVERED**  
by the Assignee in the presence of:

**MANDARIN MART LTD.**

s. 40(1)



s. 40(1)



Per: Yao Yu  
I have authority to bind the company

**SIGNED SEALED AND DELIVERED**  
by the Assignor in the presence of:

**PANDA MART INC.**

\_\_\_\_\_

Per: Shengxin Yan  
I have authority to bind the company

**IN WITNESS WHEREOF** the parties hereto have caused these presents to be executed in accordance with their respective rules and regulations the day and year first before written;

**SIGNED SEALED AND DELIVERED**  
by the Assignee in the presence of:

**MANDARIN MART LTD.**

\_\_\_\_\_

\_\_\_\_\_

Per: Yao Yu  
I have authority to bind the company

**SIGNED SEALED AND DELIVERED**  
by the Assignor in the presence of:

**PANDA FOODS INC.**

s. 40(1)

[Redacted Signature]

*J. Banister NL*

s. 40(1)

[Redacted Signature]

Per: Shengxin Yan  
I have authority to bind the company

**LEASE EXTENSION**

**This agreement made in St. John's in the Province of Newfoundland this 1<sup>st</sup> day of May, 2023.**

**BETWEEN:**

**Memorial University of Newfoundland (The "Landlord")**

**AND:**

**Shri Sachi Inc. (The "Tenant")**

**In accordance with "Section 2.2, 1.1(f) and Schedule "C", of the initial Lease agreement between Aditya Holdings (Canada) Inc. and Memorial University of Newfoundland dated August 17th, 2017 (the "Lease") and the assignment agreement between Aditya Holdings (Canada) Inc. and Shri Sachi Inc. dated transfer for May 1st, 2023, the Parties have agreed to extend the term of the Lease of 400 square feet of retail space at Smallwood Centre, 3<sup>rd</sup> floor St. John's, for a period of five years from May 1, 2023 to April 30, 2028, under the same terms and conditions as contained in the Lease, with an amendment to only the following clause: 16.3 Force Majeure**

**Section 16.3 of the Lease is hereby deleted and replaced with the following:**

16.3 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, pandemic, epidemic, endemic, 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 this Agreement is being entered into during the COVID-19 pandemic. The pandemic has caused global disruption with consequences that have not necessarily fully materialized. The Parties are therefore not fully able to predict how the pandemic will influence activities to be undertaken in terms of this Agreement. Therefore the Parties agree to mitigate and collaborate on any needed measures as much as possible. The Parties shall on a regular basis discuss if any change to the Agreement is required, if any activities under the Agreement are not possible to complete or if it is possible to circumvent any obstacles which arise resulting from the effects of COVID-19."

s. 40(1)

[Redacted signature]

Witness

s. 40(1)

[Redacted signature]

Witness

s. 40(1)

[Redacted signature]

Witness

s. 40(1)

[Redacted signature]

Chairperson of the Board of Regents

s. 40(1)

[Redacted signature]

Bursar

s. 40(1)

[Redacted signature]

Shri Sachl Inc

## LEASE EXTENSION

This agreement made in St. John's in the Province of Newfoundland this 1<sup>st</sup> day of May, 2023.

BETWEEN:

**Memorial University of Newfoundland (The "Landlord")**

AND:

**Booster Juice Inc. (The "Tenant")**

In accordance with "Section 2.2, 1.1(f) and Schedule "C", of the current Lease between Booster Juice Holdings Inc. and Memorial University of Newfoundland dated November 30th, 2017 (the "Lease"), the Parties have agreed to extend the term of the Lease of 230 square feet of retail space at Smallwood Centre, 3<sup>rd</sup> floor St. John's, in addition to 282 square feet of storage, for a period of five years from May 1, 2023 to April 30, 2028, under the same terms and conditions as contained in the Lease, with an amendment to only the following clauses:

### **Section 1.1 Basic Terms**

Clause 1.1 (h) of the Lease is hereby deleted and replaced with the following:

(h) Percentage Rent (Section 5.1): 7% plus HST of the Gross Revenue from September to April inclusive. Also if Gross Revenue in any month between May and August is less than

\$20,000 then Percentage Rent of 0% will be applied to those months; if Gross Revenue in any month between May and August is between \$20,000-\$25,000 then Percentage Rent of 2% plus HST will be applied to those months; if Gross Revenue in any month between May and August is between \$25,001-\$30,000 then Percentage Rent of 4% plus HST will be applied to those months; if Gross Revenue in any month between May and August is between \$30,001-\$35,000 then Percentage Rent of 6% plus HST will be applied to those months; if Gross Revenue in any month between May and August is greater than \$35,000 then Percentage Rent of 7% plus HST will be applied to those months. Percentage Rent owing is payable on the fifteenth (15<sup>th</sup>) of the following month, commencing with first payment in June, 2023 and concluding with last payment in May, 2028.

**Section 5.1 Payment of Percentage Rent**

Section 5.1 of the Lease is hereby deleted and replaced with the following:

**5.1 Payment of Percentage Rent**

The Tenant shall pay a further rent (the "Percentage Rent) equal to 7% plus HST of Gross Revenue for the months of September to April inclusive. Also if Gross Revenue in any month between May and August is less than \$20,000 then Percentage Rent of 0% will be applied to those months; if Gross Revenue in any month between May and August is between \$20,000-\$25,000 then Percentage Rent of 2% plus HST will be applied to those months; if Gross Revenue in any month between May and August is between \$25,001-\$30,000 then Percentage Rent of 4% plus HST will be applied to those months; if Gross Revenue in any month between May and August is between \$30,001-\$35,000 then Percentage Rent of 6% plus HST will be applied to those months; if Gross Revenue in any month between May and August is greater than \$35,000 then Percentage Rent of 7% plus HST will be applied to those

months. Percentage Rent owing is to be paid on the fifteenth (15<sup>th</sup>) of every month, without any deduction, abatement or set-off whatsoever, commencing with first payment in June, 2023 (based on Gross Revenues for May, 2023) and concluding with last payment in May, 2028 (based on Gross Revenues for April 2028). The parties agree that the last payment due April 2028 is due and payable irrespective of expiry of the lease on April 30, 2028. Notwithstanding anything else contained herein, no Percentage Rent shall accrue or be due and payable in respect to May, June, July and August if for the month in question Gross Revenue is less than \$20,000 for that month.

## **5.2 Percentage Rent Statements**

(1) The Tenant shall deliver to the Landlord, on or before the fifteenth (15<sup>th</sup>) day of each month during the Term (commencing in the second month) and on or before the fifteenth (15<sup>th</sup>) day of the month following the expiry of the Term, cash register receipts from the previous month, and a statement signed and verified by an officer of the Tenant, showing in reasonable detail and in a form as the Landlord may reasonably require, the Gross Revenue together with amounts previously reportable for the same Lease Year.

(2) The Tenant shall deliver to the Landlord, within sixty (60) days after the end of each Lease Year, a statement signed and verified by an officer of the Tenant, showing in reasonable detail and in a form as the Landlord may reasonably require, the Gross Revenue for the preceding Lease Year, together with a certificate confirming such calculation by the Tenant's independent auditor, who shall be a public accountant qualified to practice publicly in the province in which the Property is located.

## **16.3 Force Majeure**

Section 16.3 of the Lease is hereby deleted and replaced with the following:

16.3 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, pandemic, epidemic, endemic, 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 this Agreement is being entered into during the COVID-19 pandemic. The pandemic has caused global disruption with consequences that have not necessarily fully materialized. The Parties are therefore not fully able to predict how the pandemic will influence activities to be undertaken in terms of this Agreement. Therefore the Parties agree to mitigate and collaborate on any needed measures as much as possible. The Parties shall on a regular basis discuss if any change to the Agreement is required, if any activities under the Agreement are not possible to complete or if it is possible to circumvent any obstacles which arise resulting from the effects of COVID-19."

s. 40(1) [Redacted]  
\_\_\_\_\_  
Witness

[Redacted] s. 40(1)  
\_\_\_\_\_  
Chairperson of the Board of Regents

s. 40(1) [Redacted]  
\_\_\_\_\_  
Witness

[Redacted] s. 40(1)  
\_\_\_\_\_  
~~Bursar~~ Interim Vice-President (Admin. & Finance)

s. 40(1) [Redacted]  
\_\_\_\_\_  
Witness

[Redacted] s. 40(1)  
\_\_\_\_\_  
Booster Juice Inc.

**Dale S. Wishewan  
President & CEO**

THIS LEASE made the 1st day of June 2023,

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

**CYTOCHROME TECHNOLOGIES INC.**

(the "Tenant")

**THIS AGREEMENT WITNESSES** 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 the Cold-Ocean Deep-Sea Research Facility (CDRF) Room CD-1023 containing a floor space of 203 square feet (hereinafter referred to as the "Demised Premises"), located in the-Town of Logy Bay-Middle Cove-Outer Cove, in the Province of Newfoundland and Labrador, to have and to hold the Demised Premises for and during the term of 1 year to commence and be computed from the 1<sup>st</sup> day of June, 2023 and thence forward to be completed and ended on the 31<sup>st</sup> day of May, 2024, yielding and paying therefor yearly to the Landlord the rental amount of \$132.00 per square foot, or \$26,796 per annum, exclusive of HST, payable in monthly instalments of \$2,233.00.

**Article 1 – Basic Terms and Definitions**

**1.1 Basic Terms**

- (a) Landlord: Memorial University of Newfoundland, 230 Elizabeth Avenue, St. John’s, NL A1C 5S7; Attention Cassandra Gardner, Facility Manager, Cold Ocean & Deep Sea Research Facility (CDRF), email [clgardner@mun.ca](mailto:clgardner@mun.ca)
- (b) Tenant: CYTOCHROME TECHNOLOGIES INC., 0 MARINE LAB, A1C 5S7, ST. JOHN’S, NL, Attention Martin Van Den Berghe, Chief Executive Officer, email [martin@cytochrome.org](mailto:martin@cytochrome.org), phone 709-571-7453
- (c) Demised Premises: Cold-Ocean Deep-Sea Research Facility (CDRF) Room CD-1023
- (d) Term: 1 year, subject to Section 2.2 and 2.3  
Commencement Date: June 1, 2023 subject to Section 2.2 and 2.3  
End of Term: May 31, 2024 subject to Sections 2.2 and 2.3
- (e) Annual rent: \$132.00 per square foot per month, or \$26,796 per annum, exclusive of HST, payable in monthly instalments of \$2,230.00
- (f) Early termination: on six months’ notice by either party, or in accordance with the Default

provisions of Article 11.

**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) "Event of Default" is defined in Section 11.1;
- (b) "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;
- (c) "Demised Premises" means that portion of the Property identified in Section 1.1(c) specifics of which are outlined in Schedule A;
- (d) "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 Demised Premises. The Tenant accepts the Demised Premises on an "as is" basis.

**2.2 Term**

The Term shall commence on the date set out in Section 1.1(d) and shall run for the period set out therein and end on the date set out therein, unless terminated earlier pursuant to the provisions of this Lease. Either party can terminate this lease on three months' notice to the other party.

**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 provide and 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.

#### **3.3 No Liability**

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the 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. 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 for the Tenant's operations, as laboratory space to conduct experiments related to ocean alkalinity enhancement (OAE), 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 6, 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, mechanical and other utility services within or exclusively serving the Demised Premises. Should the Tenant request upgrades to these systems or require maintenance because of damage caused by the Tenant, such expense shall be borne by the Tenant.

### **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 and the equipment therein, including inspections for lab safety, biosafety and fume hood certifications, or for the purpose of having access to a refrigerator located within the Demised Premises, 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 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 shall be removed from the Demised Premises by the Tenant, either during or on the expiry or early 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 any Leasehold Improvements required by the Landlord to be removed on the expiry or early termination 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.

**6.6 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 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 6.6.

**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; and
- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, and non-owned automobile liability 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 two million dollars (\$2,000,000) or such higher limits as the Landlord may reasonably require;

(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.

Except in the event of Tenant's negligence or willful misconduct, Tenant's total liability under this Section 7.4 shall be capped to the total amount of insurance proceeds recoverable under the insurance policies required by Section 7.1, and in no event shall Tenant be liable for indirect or consequential damages, including loss of profit or revenue.

**7.5 Release**

(1) Except in the event of Landlord's negligence, willful misconduct or breach of the Lease, 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 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.

### **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. In the event that no other suitable space is available, the Landlord will have no obligation to relocate the Tenant, and this Lease will terminate. In such event, the Landlord will refund a prorated portion of the Tenant's rent for that month, and the Tenant will cease to be responsible for any further rent payments.

## **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 Demised Premises or any portion thereof 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 Property 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.

(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, action, 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 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, so long as the reconstruction or repair brings the Demised Premises back to the same or similar condition as at the beginning of the Lease.

## **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 six (6) 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.

### **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, epidemics or pandemics (excluding the current COVID-19 pandemic), 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, email, or by 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, including the use of the Demised Premises by Tenant throughout the term, 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.

**12.10 Intellectual Property Rights**

Landlord and Tenant acknowledge and agree that as between Landlord and Tenant, all intellectual property currently owned by Tenant and/or developed by Tenant during the term of this Agreement in the Demised Premises leased hereunder shall be the sole property of Tenant, and Tenant shall retain all of the right, title, and interest in such intellectual property. For purposes of this Agreement, “intellectual property” shall mean any patents, trademarks, trade names, service marks, copyrights, trade secrets, know-how, ideas, inventions, discoveries, tools, methodology, processes and improvements and any other intellectual property, tangible or intangible, of Tenant.

**[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  
the corporation

s. 40(1) \_\_\_\_\_  
Witness

s. 40(1) \_\_\_\_\_  
Witness

Per: \_\_\_\_\_ s. 40(1)  
Name: Cathy Duke  
Title: Vice-Chair, Board of Regents

Per: \_\_\_\_\_ s. 40(1)  
Name: Lisa Browne  
Title: VP admin + finance (interim)

**TENANT**

**CYTOCHROME TECHNOLOGIES  
INC.**

I/We have the authority to bind the  
corporation

s. 40(1) \_\_\_\_\_  
Witness

\_\_\_\_\_ s. 40(1)  
Per: \_\_\_\_\_  
Name: Martin Van Den Berghe  
Title: Chief Executive Officer