



2.2 **Renewal** - The Lessee shall have the option to renew this Lease Agreement for a further term of Twenty-Five (25) years on the terms and conditions contained herein.

2.3 **Holding Over** - If upon the expiration of the Term, as the same may have been extended, or upon other termination thereof, the Lessee holds over the Leased Premises without any express agreement as to an extension, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be a monthly tenant and otherwise on the same terms and conditions set forth in this Lease Agreement insofar as the same are applicable to a month to month tenancy.

**3.0 RENT**

The Lessee shall pay rent to the Lessor, subject to the provisions of this Lease Agreement, in each and every year of the Term, the sum of One Dollar (\$1.00) per annum, plus applicable taxes, payable on an annual basis, on the last day of each and every year during the Term.

**4.0 TAXES**

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

**5.0 INDEMNITY**

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

made by any person, arising out of or resulting directly or indirectly, and whether by reason of negligence or otherwise, from

- (i) the performance by the Lessee of any of its covenants under this Lease Agreement,
- (ii) any default of the Lessee in the performance of its covenants under this Lease Agreement, and
- (iii) the remedying of such default by the Lessee, by the Lessor or by any other person.

## **6. NOTICES**

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

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

Deputy Minister  
Department of Transportation & Works  
Government of Newfoundland and Labrador  
Tendering and Contracts Division  
P. O. Box 8700, Ground Floor  
Confederation Building, East Block  
St. John's, NL A1B 4J6

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

Vice-President (Administration and Finance)  
Memorial University of Newfoundland  
Elizabeth Avenue  
St. John's, NL A1B 3V6

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

## **7.0 MISCELLANEOUS**

- 7.1 **Quiet Enjoyment** - Upon the Lessee paying the rents and performing the covenants provided herein on its part to be paid and performed, the Lessee shall and may peaceably and quietly enjoy the Leased Premises during the term without molestation, hindrance or

disturbance from or by the Lessor or any person or persons claiming through or under the Lessor.

- 7.2 **Non-Waiver** - A waiver by the Lessee of any breach of any of the Lessor's covenants hereunder shall not affect or prejudice the rights of the Lessee in respect of any future or other breach of covenant by the Lessor.
- 7.3 **Severability** - If any term, covenant or condition of this Lease Agreement, or the application thereof to any person or circumstances, is to any extent held or rendered invalid, unenforceable or illegal, then that term, covenant or condition : (i) is deemed to be independent of the remainder of this Lease Agreement and severable and divisible therefrom, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Lease Agreement or any part thereof; and (ii) continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid unenforceable or illegal. Neither party is obliged to enforce any term, covenant or condition of this Lease Agreement against any person, if, or to the extent by so doing, such party is caused to be in breach of any law, rules, regulations or enactments from time to time in force.
- 7.4 **Remedies** - The remedies of the Lessee in this Lease Agreement are cumulative and are in addition to any remedies of the Lessee at law or in equity. No remedy will be deemed to be exclusive and the Lessee may from time to time have recourse to one or more of all the available remedies specified herein or at law or in equity.
- 7.5 **Entire Agreement** - The Lessor and the Lessee acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral to or otherwise forming part of or in any way affecting or relating to this Lease Agreement, and this Lease Agreement constitutes the entire agreement between the Lessor and the Lessee and shall not be modified except by a subsequent agreement in writing of equal formality executed by the parties.
- 7.6 **Governing Law** - This Lease Agreement shall be governed by the laws of the Province of Newfoundland and Labrador.
- 7.7 **Binding** - This Lease Agreement shall enure to the benefit of and be binding upon the parties hereto, their lawful heirs, executors, administrators, successors and assigns.
- 7.8 **Captions** - The captions and titles in this Lease Agreement are for convenience of reference only, and shall not affect the scope, intent, or interpretation of any provision.
- 7.9 **Gender/Number** - Whenever in this Lease Agreement the context so requires or permits, the singular number shall be read as if the plural was expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

7.10 **Time of the Essence** - Time shall in all respects be of the essence for each and every of the terms, covenants and conditions in this Lease Agreement.

7.11 **Counterparts** - This Lease Agreement may be executed in several counterparts, each of which, when so executed shall constitute but one and the same document.

IN WITNESS WHEREOF the Lessor has signed this Lease Agreement at St. John's, NL on the 15<sup>th</sup> day of April, 2005, and the Lessee hereto has signed this Lease Agreement at St John's on the 12<sup>th</sup> day of April, 2005.

**SIGNED, SEALED AND DELIVERED**

before me in the presence of:

s. 40(1)

[Redacted signature line]

HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF  
NEWFOUNDLAND AND LABRADOR

s. 40(1)

[Redacted signature line]

Deputy Minister, Department of  
Transportation & Works

**SIGNED, SEALED AND DELIVERED**

before me in the presence of:

s. 40(1)

[Redacted signature line]

Witness

MEMORIAL UNIVERSITY OF  
NEWFOUNDLAND

s. 40(1)

[Redacted signature line]

Chair, Board of Regents

s. 40(1)

[Redacted signature line]

Bursar

# W. HARRIS SURVEYS LTD.

P. O. Box 1777  
St. John's  
Newfoundland A1C 2P9

- NEWFOUNDLAND LAND SERVICES -  
- ENGINEERING & CONSTRUCTION SURVEYS -  
- LEGAL SURVEYS -

St. John's  
709-741-3100

465

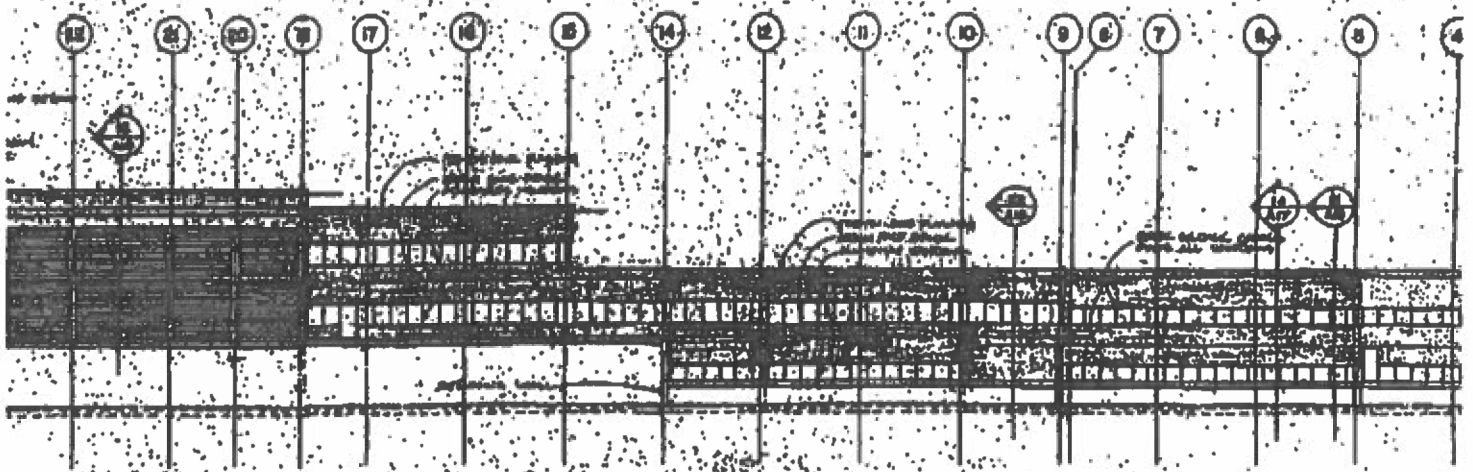
## SCHEDULE A DESCRIPTION

All that piece or parcel of land situate and being on the southeast side of Ridge Road, in the City of St. John's, in the Province of Newfoundland, Canada; abutted and bounded as follows; that is to say; Beginning at a point in the southeastern limit of Ridge Road, the said point having Co-ordinates of N5,271,576.66 meters and E326,331.00 meters of the Ge Transverse Mercator Grid Projection; thence running along the southeastern limit of Ridge Road, aforementioned, north fifty two degrees forty three minutes east, forty seven decimal zero two meters, thence north forty eight degrees thirteen minutes east, ninety five decimal zero meters, thence north fifty five degrees twenty three minutes east, thirty decimal zero meters, thence along the arc of a curve having a chord bearing and distance of north forty seven degrees forty eight minutes east, one hundred twenty one decimal eighty one meters, thence along the arc of a curve having a chord bearing and distance of north forty seven degrees zero minutes east, ninety five decimal fifty meters, thence north forty seven degrees eight minutes east, thirty five decimal fifty meters, thence north forty four degrees seventeen minutes east, seventy one decimal fifteen meters, thence running by land of the Government of Newfoundland, (Dept. of Public Works & Services.) north forty three degrees nine minutes fifty two seconds east, two hundred fifty six decimal ten meters, thence south forty nine degrees thirty four minutes ten seconds west, four hundred eighty eight decimal zero meters, thence north forty five degrees zero minutes thirty two seconds west, two hundred forty three decimal eighty four meters, more or less to the point of beginning and containing an area of (11.997) hectares, more or less, which land is more particularly shown and delineated on the attached plan. All bearings being referred to Grid North.

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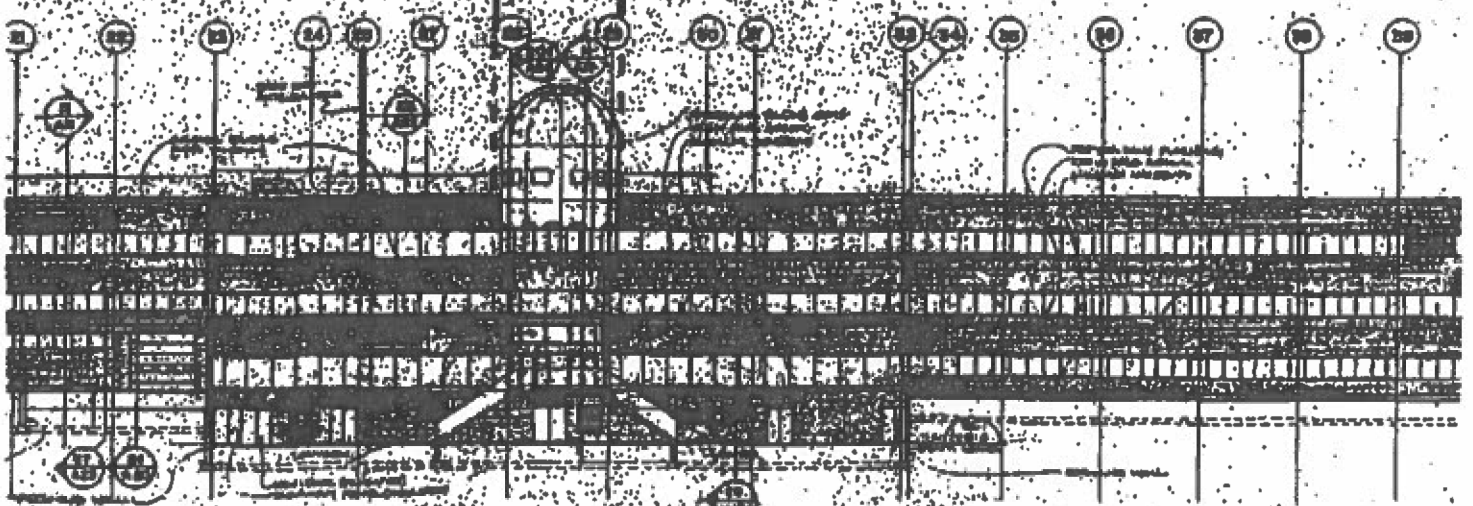
*Schedule A*

Schedule "B"

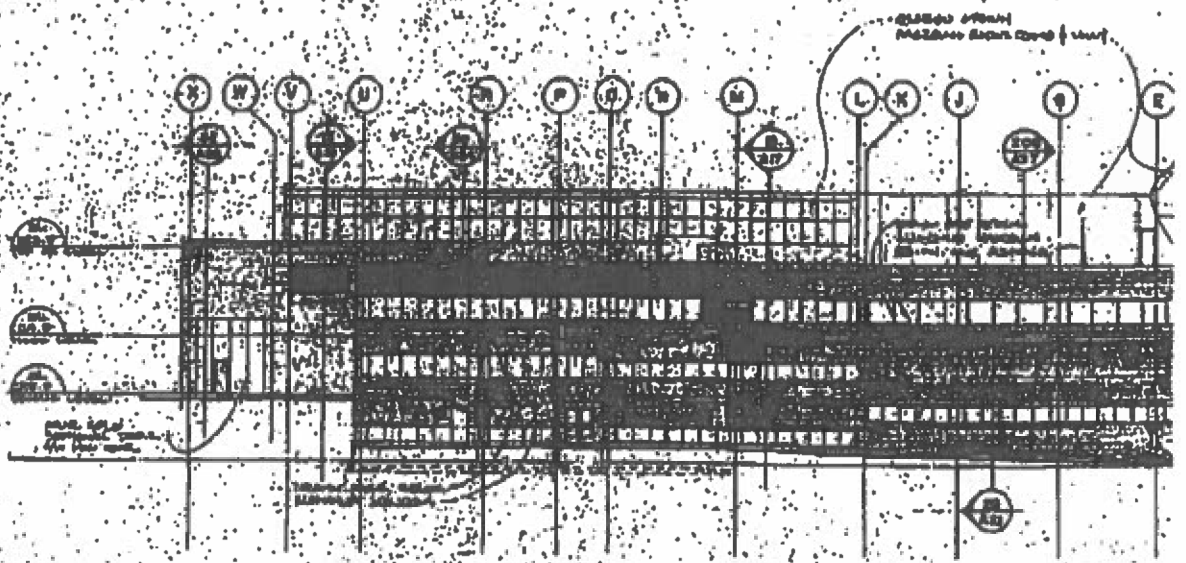


TH ELEVATION

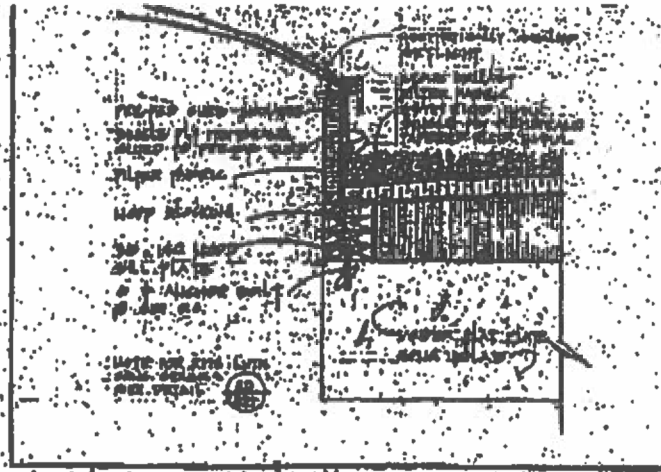
Done  
Reinforcing  
Station



H ELEVATION



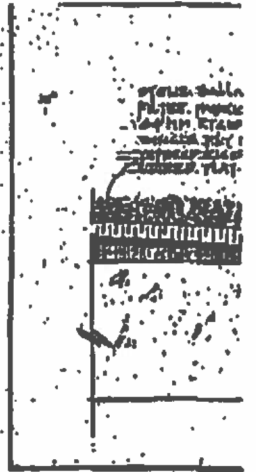
WEST ELEVATION



DETAIL - SKLIGHT - CONCRETE DECK

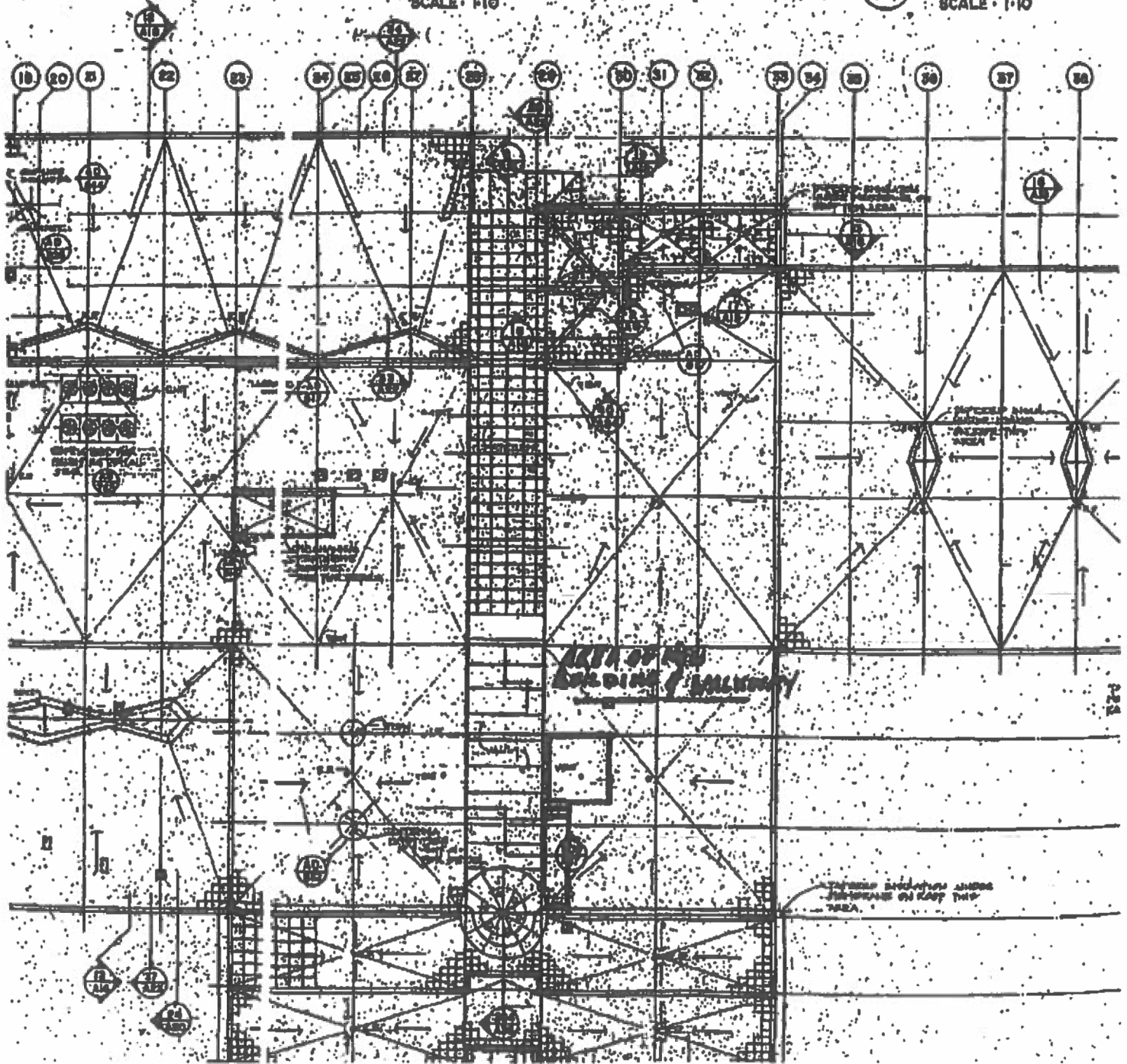
SCALE - 1/10

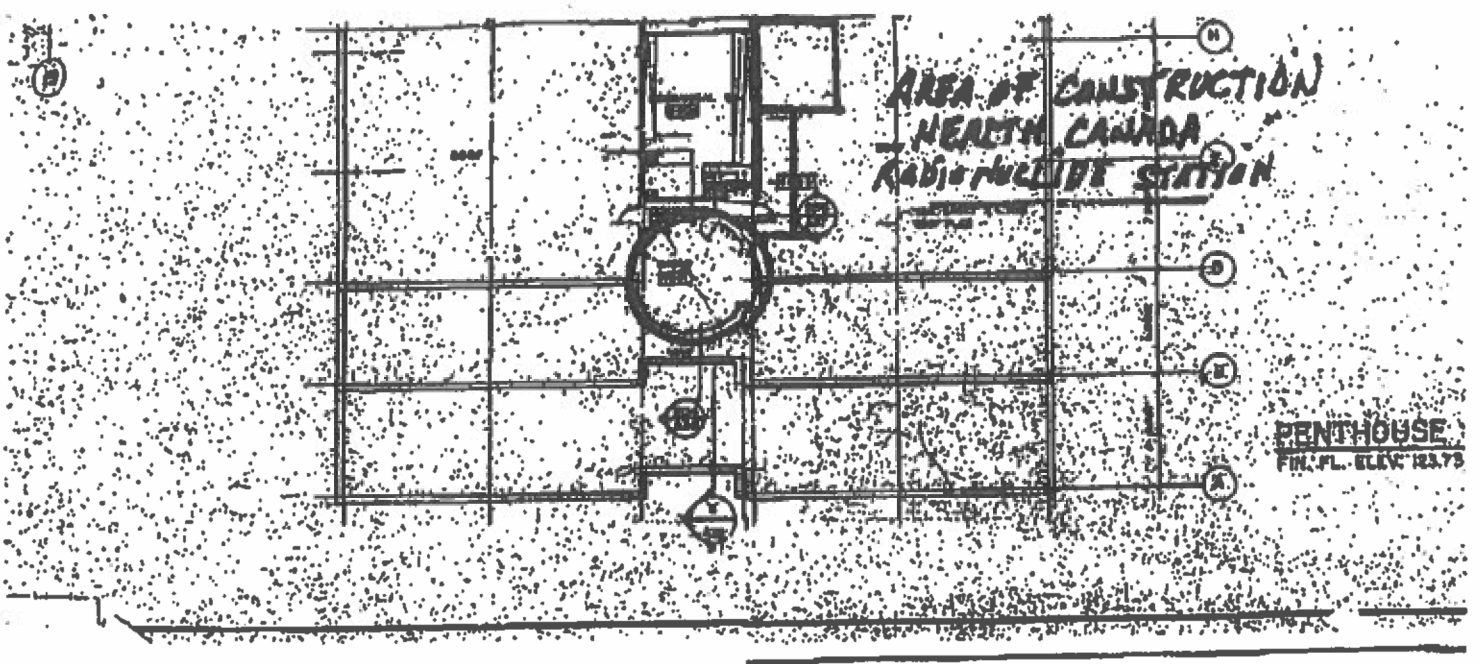
7  
A 4



DETAIL - ROOF DECK

SCALE - 1/10





**THIS LEASE** made at St. John's, in the Province of Newfoundland and Labrador, Canada, as of the 4<sup>th</sup> day of July, 2013.

**BETWEEN:**                    **THE ST. JAMES UNITED CHURCH** a member of the United Church of Newfoundland and Labrador Conference of the United Church of Canada, a body Corporate

(hereinafter called the "Lessor")

OF THE ONE PART

**AND:**                            **MEMORIAL UNIVERSITY OF NEWFOUNDLAND**, [a body corporate continued pursuant to the *Memorial University Act*, RSNL 1990, c. M-7]

(hereinafter called the "Lessee")

OF THE OTHER PART

(collectively, the Lessor and the Lessee shall hereinafter be called the "Parties" and reference to "Party" shall mean either of them)

**WHEREAS** the Lessor is the owner of the lands and premises known as St. James United Church located at 330 Elizabeth Avenue, St. John's (the "Property"), which includes a parking lot (the "Parking Lot") as shown in the attached Schedule "A".

**AND WHEREAS** the Parking Lot is used by persons attending at the premises of both the Lessor and the Lessee.

**AND WHEREAS** the Lessor and the Lessee wish to enter into an agreement to provide for controlled parking on the Parking Lot and to grant to the Lessee the right to use and occupy the Parking Lot and to exercise administrative control thereof (the "Agreement") upon the terms and conditions hereinafter contained.

**NOW THEREFORE THIS INDENTURE WITNESSETH** as follows:

**1. GRANT**

1.1 In consideration of the mutual covenants of the Parties contained in this Lease the Lessor grants to the Lessee the right to use and occupy the Parking Lot as a parking lot and to exercise administrative control thereof for the Term described in Paragraph 2.1.

**2. TERM**

2.1 This lease shall commence on May 1, 2012 and shall continue until terminated by either party which termination shall be given during the month of April due to the University's process of issuing permits for the fall academic semester.

**3. RENT**

- 3.1 In lieu of any monetary payment for the use, occupancy and administrative control over Parking Lot, the Lessee shall, for the period of the lease and at no cost to the Lessor, provide snow-clearing and de-icing services.
- 3.2 No other remuneration shall be paid by the Lessee to the Lessor for the Parking Lot. Any revenues received by the Lessee from parking permit sales or from the enforcement of parking violations may be retained by the Lessee.

**4. LESSEE'S COVENANTS**

The Lessee covenants and agrees with the Lessor as follows:

- 4.1 To pay for snow clearing of the Parking Lot. Snow clearing will be done by equipment designated for such purpose and will be completed on the regular priority basis for parking areas controlled by the Lessee. Depending on the availability of snow clearing or removal equipment, special consideration will be given to clearing the Parking Lot for the Lessor's Sunday services. Clearing of pathways or stairways leading to the church building which require hand shoveling are not included in the snow clearing and de-icing services and remain the responsibility of the Lessor.
- 4.2 To install and maintain signposts designating areas of the Parking Lot for use by persons attending the Lessor's premises.
- 4.3 To allow the Lessor to use the parking lot, at no cost, for its regular Sunday services and for special events.
- 4.4 To assist the Lessor in restricting parking in the Parking Lot at the request of the Lessor and to accommodate special events at the Lessor's premises. The Lessor shall be required to provide the Lessee with Twenty-Four (24) hours' notice of events that will require the Lessee to assist in restricting parking.

**5. LESSOR'S COVENANTS**

The Lessor agrees with the Lessee as follows:

- 5.1 The Lessor covenants, warrants and represents that it is the registered and beneficial owner of the Property.
- 5.2 The Lessor shall, during and in respect of the Term, allow the Lessee to use, occupy, and control parking on the Parking Lot as a parking lot and to have administrative control of the Parking Lot, without any interruption or disturbance from the Lessor, or any other person or persons lawfully claiming by, from or under the Lessor provided the Lessee pays the rent hereby reserved and is not in breach of any of the covenants and agreements herein contained.

5.3 The Lessor shall provide the Lessee with at least Twenty-Four (24) hours' notice of any special requirements or events that require the assistance of the Lessee to restrict parking in the Parking Lot or that may affect the control of parking in the Parking Lot.

**6. LESSOR'S INSURANCE**

The Lessor shall, for the entire Term and at its own expense, carry adequate insurance on the Property as would be maintained by a prudent owner of a similar premises having regard to its size, age, location and condition, and which shall include commercial general liability insurance in the amount of **Two million dollars (\$2,000,000)** per occurrence.

**7. LESSEE'S INSURANCE**

The Lessee shall, for the entire Term and at its own expense, carry adequate insurance to cover such losses or damages as may be suffered by a third party or parties as a result of an incident arising from the Lessee's use of the Parking Lot in the conduct of the Lessee's business and adequate insurance to cover Lessee owned property. This includes liability coverage of \$2,000,000 or greater.

**8. LESSOR'S INDEMNITY**

The Lessor shall indemnify and hold harmless the Lessee from and against any and all claims, actions, losses, damages, demands, liabilities, expense and costs, whatsoever, made by any person, due to, arising out of or resulting directly or indirectly from:

- a) any act, negligence or omission by the Lessor or its servants, employees, agents, invitees or licensees or anyone for whom it is in law responsible, in and upon the Demised Premises;
- b) any breach or non-observance by the Lessor of any provision of this Lease.

This indemnification shall survive the termination of this Lease only as it relates to any breach, personal injury, property damage or death occurring during the Term.

**9. LESSEE'S INDEMNITY**

The Lessee shall indemnify and hold harmless the Lessor from and against any and all claims, actions, losses, damages, demands, liabilities, expense and costs, whatsoever, made by any person, due to, arising out of or resulting directly or indirectly from:

- a) any act, negligence or omission by the Lessee or its servants, employees, agents, invitees or licensees or anyone for whom it is in law responsible, in and upon the Demised Premises;
- b) any breach or non-observance by the Lessee of any provision of this Lease.

This indemnification shall survive the termination of this Lease only as it relates to any breach, personal injury, property damage or death occurring during the Term.

## 10. MISCELLANEOUS

- 10.1 **Notice.** Notices or other communications required or permitted to be given by this Lease shall be given in writing by mail, facsimile or electronic means to the Parties at the following addresses, or to such other addresses as may from time to time be designated by the Parties in writing:
- (a) **Lessor's Address:**  
St. James United Church  
330 Elizabeth Avenue,  
St. John's, NL  
Attention: William Legge
  - (b) **Lessee's Address:**  
Memorial University of Newfoundland  
Elizabeth Avenue  
St. John's, NL  
Attention: Bernard Doyle, Procurement Officer
- 10.2 **Enurement.** This Lease shall be binding upon and shall enure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 10.3 **Assignment.** This Lease or any interest resulting from this Lease will not be assignable or transferrable by either Party without the prior written consent of the other Party.
- 10.4 **Applicable Law.** This Lease shall be construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein.
- 10.5 **Non-Waiver.** If the Lessor or Lessee excuses or overlooks any default by the other under this Lease, such excusing or overlooking shall not be a waiver of the Lessor's or Lessee's rights under this Lease in respect of any later default by the other, nor in any way defeat the rights of the Lessor or Lessee, as the case may be, under this Lease for any later default.
- 10.6 **Severability.** If any covenant, obligation or agreement in this Lease or the application thereof to any person or circumstances shall to any extent be invalid

or unenforceable, the remainder of this Lease or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby and each covenant, obligation and agreement in this Lease shall be separately valid and enforceable to the fullest extent permitted.

10.7 **Counterparts.** This Lease may be executed in counterparts, and such counterparts shall together constitute one and the same instrument.

10.8 **Taxes.** The Lessor shall pay all realty taxes levied, rated, charged or assessed on the Property throughout the Term. Realty Taxes shall mean all taxes, rates, duties and assessments (including local improvement rates) that are levied, charged or assessed from time to time by any lawful authority, being federal, provincial, municipal, school or otherwise and any taxes payable by the Lessor which are imposed in lieu thereof, or in addition to any such real property taxes and any such property taxes levied or assessed against the Lessor on account of its ownership of the Property or its interest therein.

**IN WITNESS WHEREOF** the parties have executed this Indenture.

**SIGNED, SEALED AND DELIVERED**

**ST. JAMES UNITED CHURCH**

by the Lessor in the presence of:

s. 40(1)

[Redacted signature]

WITNESS

[Redacted signature]

s. 40(1)

**SIGNED, SEALED AND DELIVERED**

**MEMORIAL UNIVERSITY OF  
NEWFOUNDLAND**

by the Lessee in the presence of:

s. 40(1)

[Redacted signature]

WITNESS

[Redacted signature]

s. 40(1)

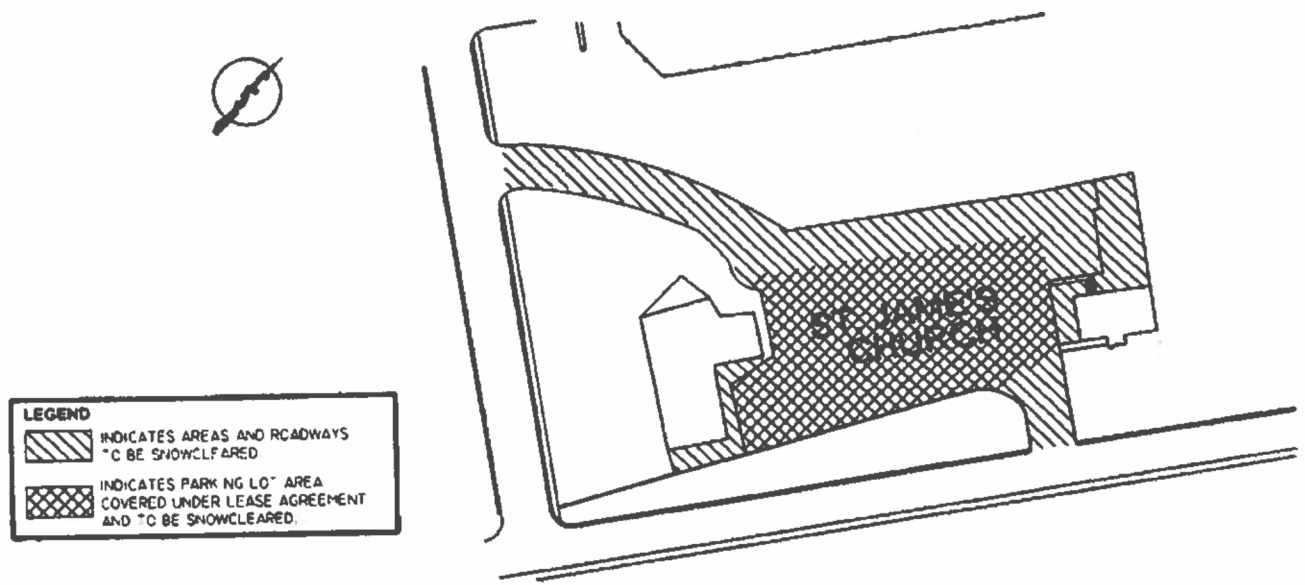
**CHAIRPERSON OF THE BOARD OF  
REGENTS**

[Redacted signature]

s. 40(1)

**BURSAR** ✓

# SCHEDULE "A"





Government of Newfoundland and Labrador  
Department of Municipal and Intergovernmental Affairs

**Lands Branch  
Crown Lands Registry**

In Reply Please Quote  
File Reference No.

MAR 20, 2015

1037478

MEMORIAL UNIVERSITY OF NEWFOUNDLAND  
c/o Brian Kidney, P.O Box 61  
SJ Carew Building  
St. John's NL  
A1B 3X5

Dear Sir:

**RE: APPLICATION NO. 146919  
TYPE: Licence  
PURPOSE: Other  
LOCATION: St. Brides**

Enclosed is your title document which has been issued and registered in the Registry of Crown Titles.

Yours truly,

 s. 40(1)  
**BONNIE BRADBURY**  
Lands Officer

Enclosure



Government of Newfoundland and Labrador  
Department of Municipal and Intergovernmental Affairs

No. 146919

# LICENCE

## FOR OCCUPANCY OF CROWN LAND

for the purpose of

### Radar Installation for Oceanographic Weather Research

Under the provisions of Subsection 6(1) of the *Lands Act*, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Municipal and Intergovernmental Affairs for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby issue a LICENCE FOR OCCUPANCY (hereinafter called the "Licence") unto

#### MEMORIAL UNIVERSITY OF NEWFOUNDLAND

in the Province of Newfoundland and Labrador (hereinafter called the "Licence Holder") ALL THAT piece or parcel of land delineated in the attached Schedule A, and being situate at St. Brides (hereinafter called the demised premises), comprising an area not to exceed 0.66 hectares. TO HAVE AND TO HOLD the demised premises unto the Licence Holder for the term of five (5) years from the 18<sup>th</sup> day of March A.D. 2015, SUBJECT to the reservations, terms and conditions hereinafter set out;

**YIELDING AND PAYING** unto the Crown as the price and consideration of the said Licence the sum of \$100.00 per year for the five (5) year term of the Licence, the first payment to be made on the execution of this Licence;

**PROVIDED** that the Licence Holder hereby agrees to comply in all respects with the terms and conditions in Schedule B and Schedule C;

**AND FURTHER PROVIDED** that this Licence shall not be assigned or conveyed without the prior written consent of the Minister and then only on such terms and upon payment of such fees as the Minister may prescribe.

SIGNED by the Licence Holder  
on the 3 day of March, A.D. 2015.

SIGNED by the Minister of Municipal and Intergovernmental Affairs  
on the 18<sup>th</sup> day of March, A.D. 2015.

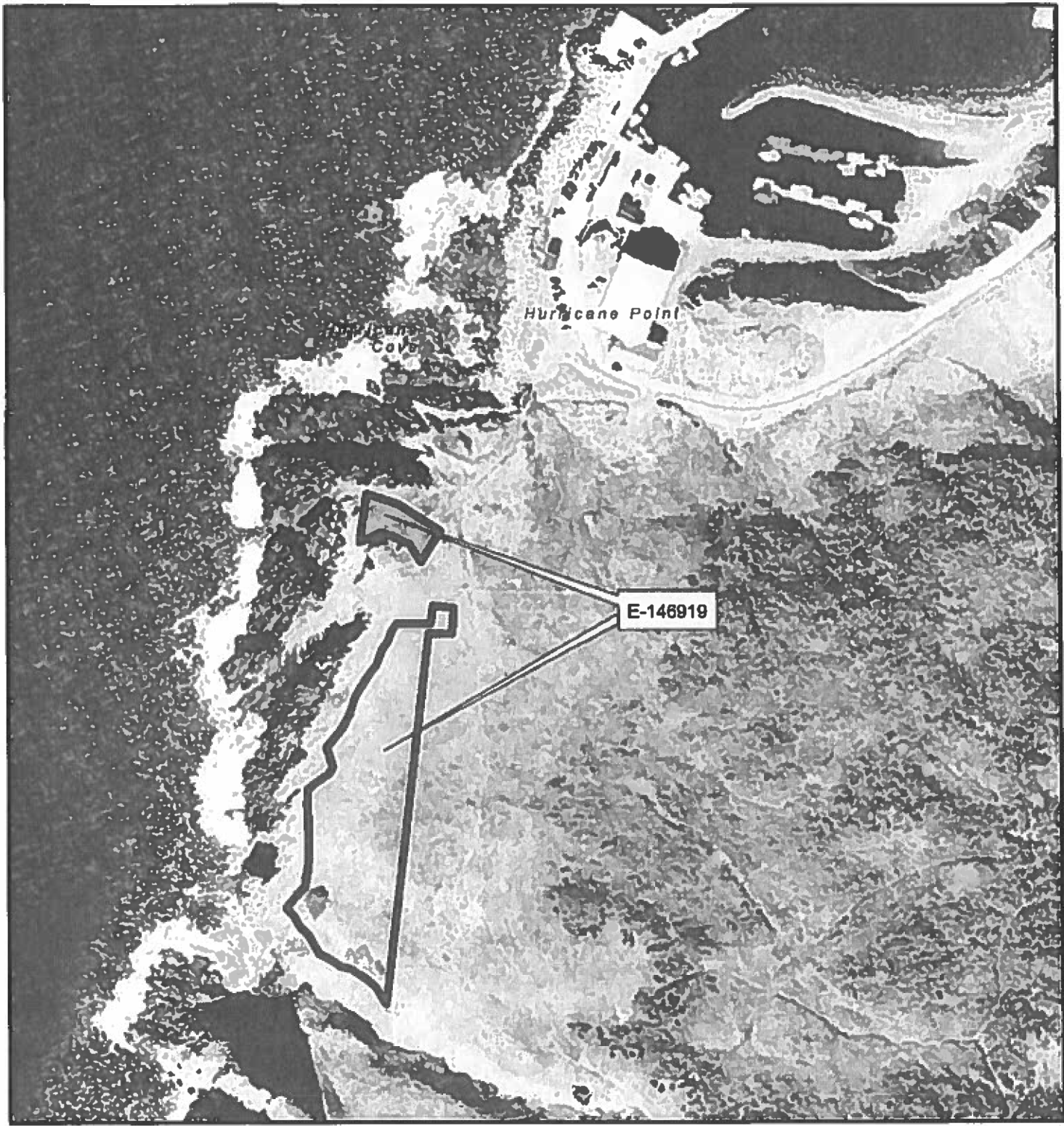
s. 40(1)

.....  
Licence Holder

s. 40(1)


.....  
Minister of Municipal and Intergovernmental Affairs

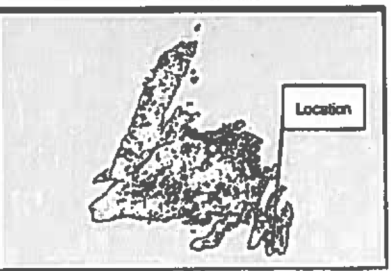
**SCHEDULE A**




**GOVERNMENT OF NEWFOUNDLAND AND LABRADOR**  
 Department of Municipal & Intergovernmental Affairs  
 Lands Branch  
**Eastern Regional Lands Office**  
 Howley Building  
 Higgins Line  
 St. John's, NL A1B 4J6  
 Telephone (709) 729-2654  
 Facsimile (709) 729-0726

**Name: Memorial University of NL**  
**Application No.: E-146919**  
**Location: St Brides**  
**Map No. : 01L16**

  
**SCALE 1 : 1500**  
Boundaries and positions of features are approximate



## SCHEDULE B

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1. The Licence does not authorize the Licence Holder to enter upon private land, to dispute private claims to land, or to obstruct any public right-of-way.
2. The Licence does not convey the right to extract any minerals including, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt from or under the demised premises.
3. The Licence Holder shall pay and discharge all taxes and charges that may be levied by any Municipal, Provincial or Federal authority on or in respect to the demised premises.
4. The Licence constitutes the approval of the Lands Branch, Department of Municipal and Intergovernmental Affairs only and does not waive the required consent of other government departments or agencies.
5. The Licence Holder, hereby indemnifies and saves harmless the Minister and the Government of Newfoundland and Labrador of and from any and all manner of claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon the Minister and the Government of Newfoundland and Labrador directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the occupancy or use of the demised premises by the Licence Holder in connection with the occupancy or use of the same by the Licence Holder or in respect of any accident, damage or injury to any person, animal or thing by from or on account of the same. The Covenants of the Licence holder for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erection or construction of structures erected or installed on or in the demised premises herein described or in connection therewith by the Licence Holder and by reason of an insufficiency in said structures and whether or not the same have been approved by the Minister and the Government of Newfoundland and Labrador, their servants or agents.
6. The Licence Holder shall display on the demised premises and in a conspicuous manner a sign containing the Licence number.
7. The demised premises shall be kept neat and tidy to the satisfaction of the Minister.
8. Disposal of garbage on the demised premises or underwater is not acceptable and shall be disposed of at an approved waste disposal site or burned in an acceptable manner with the written permission of the Department of Environment and Conservation
9. The Licence is subject to the condition that the demised premises shall be holden upon, under and subject to all other regulations and conditions of the *Lands Act*, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.
10. Should the Licence Holder, the heirs, executors, administrators and assigns default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Licence, and upon the expiration of the thirty (30) days, this Licence shall cease and the Licence Holder shall forthwith vacate the demised premises.
11. In the event the Licence is cancelled or not renewed, the Licence Holder shall remove all buildings, structures and personal property from the demised premises and restore the demised premises to the satisfaction of the Minister of Service NL and the Minister of Municipal and Intergovernmental Affairs within ninety (90) days from the date of cancellation or expiration. Should the Licence Holder fail to comply with this condition, the Minister may remove or demolish all buildings, structures and personal property remaining on the demised premises and restore the demised premises in any manner the Minister sees fit, and the costs incurred by the Minister in the removal or demolition and restoration of the demised premises shall be recovered from the Licence Holder as a debt due to the Minister. Furthermore, the indemnity contained in Condition 5 of this Licence shall remain in full force and effect until all structures and property are removed or demolished and the demised premises is restored to the satisfaction of the Minister of Service NL and the Minister of Municipal and Intergovernmental Affairs.

**SCHEDULE B**

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- 12. If during the term of the Licence the Minister requires the demised premises for any reason the Licence may be terminated after thirty (30) days written notice and the Licence Holder shall have the demised premises restored to the satisfaction of the Minister of Service NL and the Minister of Municipal and Intergovernmental Affairs and the Licence Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Licence Holders use, occupation or restoration of the demised premises.
- 13. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Licence shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.
- 14. The Licence Holder shall permit access to the demised premises at all times by Officers authorized by law or by the Minister.
- 15. This Licence shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.

## SCHEDULE C

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1. The Licence Holder shall not construct any permanent structures on the demised premises.
2. The Licence Holder must establish and maintain visible boundary lines around the demised premises. The Licence does not permit you to enter upon private land, to dispute claims to land or to obstruct any public right-of-ways which may exist in the area concerned.
3. The Licence Holder is not permitted to access the site by All-Terrain Vehicles excepted in accordance with the Motorized Snow Vehicles and All-Terrain Vehicles Regulations. Contravention of the Regulations shall constitute grounds to revoke the Licence.
4. The issuance of this Licence does not commit Government to the issuance of a Licence for the purposes of constructing a designated access trail pursuant to the Lands Act and the Motorized Snow Vehicles and All-Terrain Vehicles Regulations.
5. The issuance of a grant pursuant to this Licence is not permitted.
6. Pursuant to subsection 7(1) of the Lands Act, a reservation fifteen (15) metres wide, is to be maintained around all waterbodies and the Licence Holder covenants and agrees that:
  - a. the Licence does not authorize the Licence Holder to occupy the said reservation.
  - b. cutting of trees or development of any type on this reservation is prohibited unless an application to develop is duly processed and approved by the Minister.
7. The Licence Holder hereby agrees to undertake and comply with all relevant sections of the Lands Act and any other Act.



**LEASE EXTENSION**

This agreement made in St. John's in the Province of Newfoundland and Labrador this 27<sup>th</sup> day of Nov., 2018.

**BETWEEN:** C.A. Pippy Park Commission

**AND:** Memorial University of Newfoundland

In accordance with Clause 2 of the original lease dated March 22, 2013, between C.A. Pippy Park Commission and Memorial University of Newfoundland (for use by the Memorial University Botanical Garden as a storage facility and a workshop), the above parties have agreed to extend the lease of land and building situated at 327 Mount Scio Road, St. John's, NL, for a further five-year period from March 31, 2018 to March 30, 2023, under the same terms and conditions.

s. 40(1)

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

s. 40(1)

[Redacted Signature] \_\_\_\_\_  
Chair, Board of Regents

s. 40(1)

[Redacted Signature] \_\_\_\_\_  
Bursar

s. 40(1)

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

s. 40(1)

[Redacted Signature] \_\_\_\_\_  
C.A. Pippy Park Commission

*Paul Madalen  
FN Dir*



**REGISTRY OF DEEDS  
CERTIFICATE OF REGISTRATION**

**Registration Date:** APRIL 12, 2019

**Registration Time:** 03:35 PM

**Registration Number:** 895713



s. 40(1)

**Registrar of Deeds**

**Confirmation Date:** APRIL 17, 2019

**Receipt Number:** 5905B1MC

**Consideration:**

**Document Type:** ASSIGNMENT

**Filed By:** STEWART MCKELVEY

**From Parties:**

Johnson Geo Centre Foundation Inc.

**To Parties:**

Memorial University of Newfoundland

**Location:**

Signal Hill Road, St John's

**THIS DEED OF ASSIGNMENT** made at the City of St. John's, in the Province of Newfoundland and Labrador this 26 day of March, 2019

**BETWEEN:**

**JOHNSON GEO CENTRE FOUNDATION INC.**, a body corporate organized and existing under the Corporations Act, RSNL, c C-36, as amended.

(the "Assignor")

**AND:**

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**, a body corporate incorporated under and by virtue of the Memorial University Act, RSNL 1990, c M-7

(the "Assignee")

**WHEREAS:**

- A. By a Lease Number 110777 dated July 17, 1998 (the "Original Lease") made between Her Majesty the Queen in Right of Newfoundland as represented by the Honourable Minister of Government Services and Lands (the "Crown"), as lessor, and Paul J. Johnson, CM, LL.D., and Harry G. North, and their successors, as trustees for the Johnson Family Foundation of St. John's (the "Johnson Family Foundation"), as lessee, the Crown did lease to the Johnson Family Foundation all that piece or parcel of land therein described, the same being described in Schedule "A" and outlined in Schedule "B" hereto, for a term of fifty (50) years commencing on July 17, 1998;
- B. By an Amendment to Crown Lease 110777 dated February 16, 2001 between the Crown and the Johnson Family Foundation, the term of fifty (50) years as stated in the Original Lease was revoked and substituted with a term of ninety-nine (99) years (the "2001 Amendment");
- C. By an Amendment to Crown Lease 110777 dated November 17, 2005 between the Crown and the Johnson Family Foundation, the Original Lease was amended to, inter alia, include as additional land, all that piece or parcel of land more particularly described therein, the same being described in Schedule "C" and outlined in Schedule "D" hereto (the "2005 Amendment");
- D. By a Deed of Assignment dated August 28, 2007 between the Johnson Family Foundation as assignor and the Assignor as assignee, the Johnson Family Foundation, with the consent of the Crown, assigned unto the Assignor those pieces or parcels of land as more particularly described in the Original Lease and the 2005 Amendment, the same being described and outlined in Schedules "A", "B", "C", and "D" hereto (the "Leased Property");
- E. The Assignor has agreed to assign the Leased Property unto the Assignee, subject to the terms and conditions contained in the Original Lease as amended by the 2001

Amendment and the 2005 Amendment, and the Assignee has agreed to accept such assignment; and

- F. The Crown has consented to the assignment of Crown Lease Number 110777 from the Assignor to the Assignee, a copy of which consent is attached hereto as Schedule "E";

**NOW THEREFORE THIS INDENTURE WITNESSES** that for an in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged), the Assignor hereby sells, transfers, conveys and assigns unto the Assignee all its right, title, and interest in and to the Leased Property, the same being described in Original Lease, as amended, **TOGETHER WITH** all buildings and erections thereon, **TO HAVE AND TO HOLD** the same unto its heirs, successors and assigns for the remainder of the term of the Original Lease, as amended, and **SUBJECT TO** the terms and conditions of the Original Lease, as amended, so far as applicable.

**[Signature page follows]**

**IN WITNESS WHEREOF** the parties have hereunto their hands and seals subscribed and set at the place and on the date first above written.

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

**JOHNSON GEO CENTRE FOUNDATION INC.**

s. 40(1)



Barrister, Notary, Commissioner for Oaths, etc.

*Barrister (N)*



s. 40(1)



s. 40(1)

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

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**

s. 40(1)



Barrister, Notary, Commissioner for Oaths, etc.



s. 40(1)



s. 40(1)

**L. JILL STYLES**

**A Commissioner for Oaths**

**in and for the Province of Newfoundland and Labrador.**

**My commission expires on December 31, 2022.**

- 4 -

**SCHEDULE "A"**

SCHEDULE A

All that piece or parcel of land situate and being on the northern side of Signal Hill Road, 20 meters wide, in the City of St. John's, in the electoral district of Signal Hill - Quidi Vidi, Newfoundland, Canada and being abutted and bounded as follows, that is to say:

BEGINNING at a point, said point being five hundred sixty-two decimal eight two eight meters as measured on a bearing of north sixty-two degrees fifty-eight minutes zero nine seconds west from Crown Land Monument No. 38028;

THENCE running along by land in possession of the city of St. John's south eighty-two degrees sixteen minutes thirty-eight seconds west eighty-four decimal two three two meters;

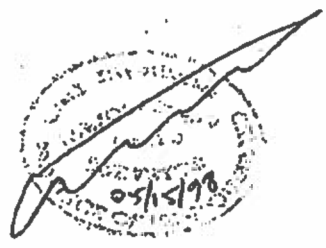
THENCE running along by Signal Hill Road north seventy-seven degrees forty minutes thirty-one seconds west twenty-seven decimal eight seven four meters;

AND THENCE running north seventy-two degrees thirty-three minutes thirty-four seconds west fifteen decimal eight five four meters;

AND THENCE running north sixty-six degrees sixteen minutes forty-two seconds west twenty-six decimal nine five five meters;

AND THENCE running north sixty-five degrees eleven minutes twenty-four seconds west thirty-three decimal seven one five meters;

AND THENCE running north sixty-six degrees forty-six minutes zero three seconds west thirty decimal one five two meters;



2 of 6

AND THENCE running north seventy-two degrees twenty-nine minutes thirty-five seconds west five decimal two zero three meters;

THENCE running by land in possession of Basil Fagan north six degrees twenty-seven minutes thirty-two seconds east fourteen decimal three six two meters;

AND THENCE running north twenty-one degrees fourteen minutes zero zero seconds west sixteen decimal eight two one meters;

THENCE running by land belonging to the Government of Newfoundland and Labrador registered in volume 725 folio 178 of the Registry of Deeds in Newfoundland (R-o-D) formerly known as the old Connors Property north five degrees fifteen minutes forty-five seconds west fifteen decimal two three four meters;

AND THENCE running north seventeen degrees thirty-three minutes zero nine seconds east thirty-eight decimal three five eight meters;

AND THENCE running north forty-seven degrees fifty-eight minutes forty-one seconds east sixty decimal five zero eight meters;

AND THENCE running north thirty-six degrees sixteen minutes twenty-three seconds east sixty-six decimal six six five meters;

AND THENCE running north thirty-nine degrees fifty-seven minutes fourteen seconds west twenty-eight decimal six eight nine meters;

AND THENCE running north eleven degrees forty-one minutes forty-nine seconds west fifty decimal zero zero zero meters;

AND THENCE running north sixty-one degrees forty-two minutes twenty-four seconds east one hundred ten decimal five zero four meters;



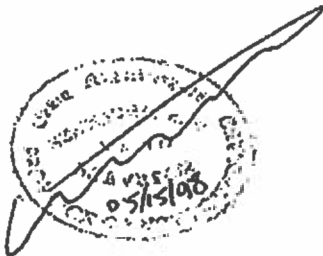
386

AND THENCE running north seventy-one degrees thirteen minutes twenty-four seconds east fifteen decimal nine zero nine meters;  
AND THENCE running north fifty-seven degrees zero four minutes twenty-eight seconds east forty-two decimal nine nine three meters;  
AND THENCE running north fifty-nine degrees zero eight minutes fifty-nine seconds east thirty-three decimal six nine eight meters;  
THENCE running by Signal Hill National Historic Park registered in volume 323 folio 152 of the Registry of Deeds in Newfoundland (R-o-D) south thirty-nine degrees twenty-two minutes zero two seconds east ninety decimal two one three meters;  
AND THENCE running south fourteen degrees forty-four minutes zero three seconds west three hundred twenty-three decimal eight one one meters, more or less, to the point of beginning.

Containing an area of 7.269 hectares, more or less, and being more particularly shown delineated on the diagram annexed hereto;

The above described parcel of land being subject to a utility line easement being 5.4 meters wide and two guy wire easements 3.0 meters wide as shown on the adjoining plan.

All bearings being referred to NAD83 and to the meridian of fifty-three degrees west longitude of the Modified Three Degree Transverse Mercator Projection for Newfoundland.

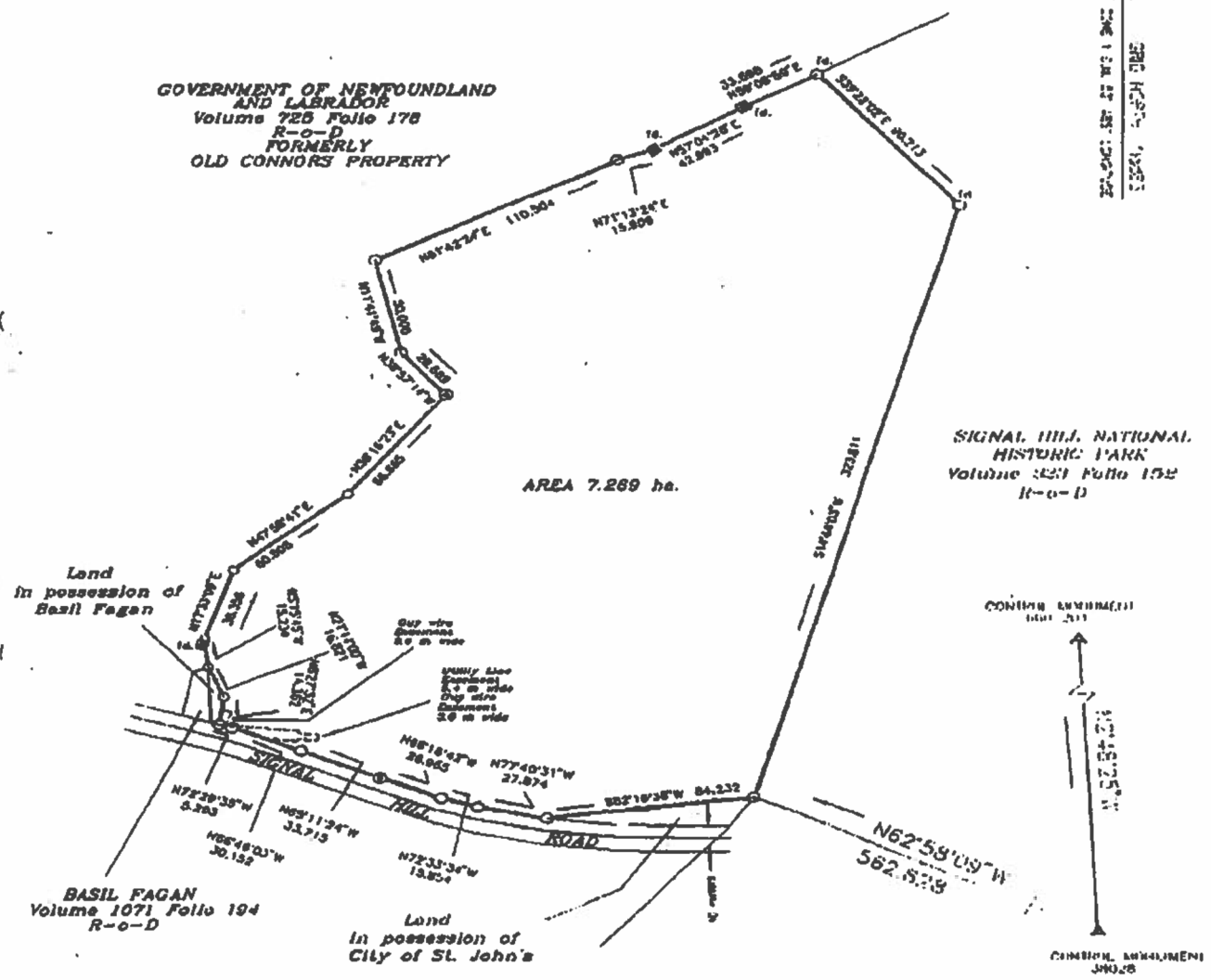


496

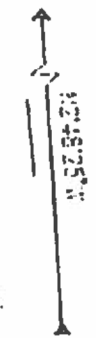
**SCHEDULE "B"**

SCHEDULE "B"

GOVERNMENT OF NEWFOUNDLAND  
AND LABRADOR  
Volume 726 Folio 178  
R-O-D  
FORMERLY  
OLD CONNORS PROPERTY



CONTROL MONUMENT  
1987



CONTROL MONUMENT  
1987

- CONTROL MONUMENT ▲
- IRON PIN ○
- CAPPED IRON BAR ⊙
- OLD WAR DEPT. MONUMENT ⊠



May 15, 1998

ALL DISTANCES ARE HORIZONTAL GROUND AND IN METERS.  
ALL LINES ARE CUT OR OPEN

App. No. 110777

SCALE 1 : 2500

586

**SCHEDULE "C"**

All that piece or parcel of land situate and being on the northern side of Signal Hill Road, 20 meters wide, in the City of St. John's, in the electoral district of Signal Hill - Quidi Vidi, Newfoundland and Labrador, Canada and being abutted and bounded as follows, that is to say:

BEGINNING at a point, said point being two hundred forty-seven decimal six zero eight meters as measured on a bearing of south thirty-eight degrees eleven minutes zero two seconds east from Crown Land Monument No. 80G2255;

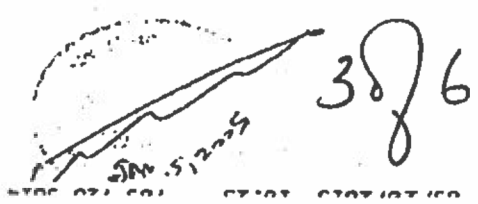
THENCE running along by land belonging to Her Majesty in the Right of Newfoundland and Labrador registered in volume 725 folio 178 of the Registry of Deeds in Newfoundland & Labrador north forty-six degrees forty-six minutes twenty-one seconds east, one hundred twelve decimal six five nine meters;

THENCE running along by the Workers Compensation Commission Property registered in volume 3281 folio 93 of the Registry of Deeds in Newfoundland & Labrador north sixty-six degrees zero zero minutes zero zero seconds east, one hundred thirty-five decimal three six three meters;

THENCE running along by land belonging to Her Majesty in the Right of Newfoundland and Labrador registered in volume 725 folio 178 of the Registry of Deeds in Newfoundland & Labrador south fifty-one degrees forty-three minutes forty-two seconds east, eighty-six decimal three four one meters;

THENCE running along by Crown Lease No. 110777 issued to Johnson Family Foundation south fifty-nine degrees zero eight minutes fifty-nine seconds west, thirty-three decimal six nine eight meters;

AND THENCE running south fifty-seven degrees zero four minutes twenty-eight seconds west, forty-two decimal nine nine three meters;



AND THENCE running south seventy-one degrees thirteen minutes twenty-four seconds west, fifteen decimal nine zero nine meters;  
AND THENCE running south sixty-one degrees forty-two minutes twenty-four seconds west, one hundred ten decimal five zero four meters;

AND THENCE running south eleven degrees forty-one minutes forty-nine seconds east, fifty decimal zero zero zero meters;

AND THENCE running south thirty-nine degrees fifty-seven minutes fourteen seconds east, twenty-eight decimal six eight nine meters;

AND THENCE running south thirty-six degrees sixteen minutes twenty-three seconds west, sixty-six decimal six six five meters;

AND THENCE running south forty-seven degrees fifty-eight minutes forty-one seconds west, sixty decimal five zero eight meters;

AND THENCE running south seventeen degrees thirty-three minutes zero nine seconds west, thirty-eight decimal three five eight meters;

AND THENCE running south five degrees fifteen minutes forty-five seconds east, fifteen decimal two three four meters;

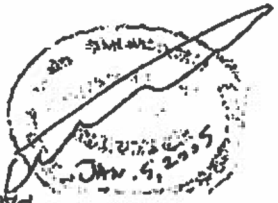
THENCE running along by land belonging to Basil Fagan registered in volume 1071 folio 194 of the Registry of Deeds in Newfoundland & Labrador south sixty-five degrees twelve minutes thirty seconds west, six decimal seven zero four meters;

AND THENCE running south ten degrees fifty-one minutes fifty seconds west, twenty-two decimal eight five eight meters;

THENCE running along by Signal Hill Road, twenty meters wide, north seventy-two degrees twenty-nine minutes thirty-four seconds west, nineteen decimal six zero seven meters;

AND THENCE running north eighty-two degrees eleven minutes twenty-five seconds west, eighty-eight decimal seven nine six meters;

THENCE running along by land belonging to Her Majesty in the Right of Newfoundland and Labrador registered in Volume 725 Folio 178 of the Registry of Deeds in Newfoundland & Labrador north sixteen degrees thirty-one minutes thirty-nine seconds west, twenty-two decimal three two seven meters;



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97/67

MW7 1955/06/05

HTAC-071-001

07/07 CT07/07/00

AND THENCE running north nine degrees thirty minutes twenty-one seconds east, sixty-three decimal zero nine one meters;  
AND THENCE running north twenty-seven degrees twenty-two minutes twenty-one seconds east, one hundred eighty decimal one nine five meters, more or less, to the point of beginning.

Reserving, nevertheless, a trail, three meters wide and a lookout for the Grand Concourse Walking Trail as shown on the attached plan;

The above described piece or parcel of land being subject to a water line easement, six meters wide, running to the Miller Centre;

Containing an area of 5.197 hectares, more or less, and being more particularly shown delineated on the diagram annexed hereto;

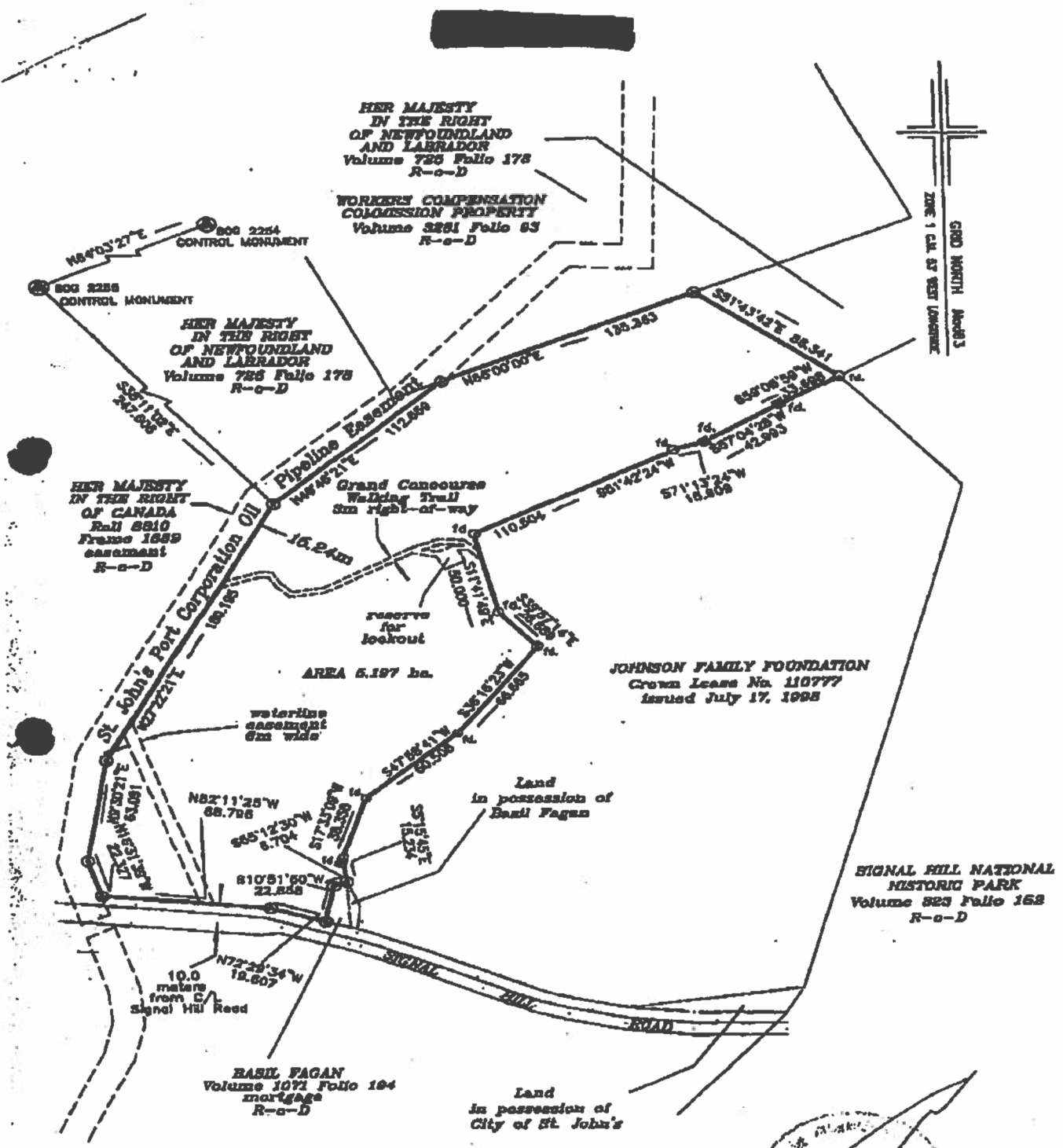
All bearings being referred to NAD83 and to the meridian of fifty-three degrees west longitude of the Modified Three Degree Transverse Mercator Projection for Newfoundland.



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**SCHEDULE "D"**



CONTROL MONUMENT    ▲  
 IRON PIN                    ○  
 CAPPED IRON BAR        ⊙  
 OLD WAR DEPT. MONUMENT    ■

ALL DISTANCES ARE HORIZONTAL GROUND AND IN METERS.  
 ALL LINES ARE CUT OR OPEN

App. No. 126089

JANUARY 5, 2005

6876

SCALE 1 : 2500

**SCHEDULE "E"**



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR Department of Fisheries and Land Resources

Application for Consent and Notice of Assignment of Lease/Licence

Lease/Licence Number: 110777 Receipt Number: 090363
Date issued: July 17, 1999 Amount: \$200.00
Location of Land: Signal Hill Road, St. John's Date: March 11, 2019
I/We, Johnson GEO CENTRE Foundation Inc. of 138 Rennie's Mill Road, St. John's, NL
Lease/Licence Holder(s) Mailing Address

hereby seek Authority of the Minister of Fisheries and Land Resources to the assignment of Lease/Licence Number 110777 unto Memorial University of Newfoundland at 230 Elizabeth Ave,

230 Elizabeth Avenue St. John's, NL A1C 5S7 709-854-9000
Mailing Address Postal Code Telephone Number Fax Number

I/We, HEREBY DECLARE AS FOLLOWS: (1) The land has not been subdivided or used for any other purpose than as specified in the Lease/Licence. (2) All the provisions and conditions in the said Lease/Licence have been fulfilled, so far as applicable. (3) There are no encumbrances or other reasons why this consent should not be issued. (4) That the following development has taken place on the said Lease/Licence Number

Building Size: Type of Building:
If site not developed, explain why. Geological Museum and Geological / Botanical Walkers Park, Crown Leases No 110777

Dated this 4th day of March 2019, 20 [Redacted] s. 40(1)
Lease/Licence Holder(s)

Pursuant to the terms and conditions of the above referenced Lease/Licence, I hereby consent to the Assignment requested above and I hereby confirm that the rental is paid up to July 2019 - mtd
Dated at Corner Brodie this 26 day of March 2019
For Minister of Fisheries and Land Resources

A Fee of Two Hundred Dollars (\$200.00) must be paid with this application.

Notice of Assignment of Lease/Licence

I/We, Johnson GeoCentre Foundation Inc. of St. John's hereby declare that on the day of 2019 did assign all my/our right, title, and interest to the said Crown Lease/Licence Number 110777 unto Memorial University of Newfoundland for the sum of \$1.00 for the unexpired residue of the Lease/Licence, together with all buildings and sections thereon.

Sworn before me at St. John's this 4 day of March 2019 s. 40(1)

Official Administering Oath Albarrister (M) Seller(s)

I/We, Memorial University of Newfoundland as Purchaser(s) for myself/ourselves/my/our executors, administrators, successors and assigns hereby agree that I/we will during the residue of the term of Crown Lease/Licence Number 110777 observe and perform the covenants and conditions therein contained and will keep indemnified the Crown from and against all claims and demands in respect thereof.

Sworn before me at St. John's this 5 day of March 2019 s. 40(1) s. 40(1)

s. 40(1) in and for the Province of Newfoundland and Labrador My commission expires on November 31, 2022.



Government of Newfoundland and Labrador  
 Department of Transportation and Works  
 Office of the Deputy Minister

CON/2019/6001

September 11, 2019

Memorial University of Newfoundland  
 PO Box 4200  
 St. John's, NL  
 A1C 5S7

Dear Ms. Collins:

**Re: Lease Renewal for Arts and Culture Centre 2,552ft<sup>2</sup> – BSJC16001  
 MUN School of St. John's, NL**

I am pleased to advise that under the terms and conditions of the existing lease agreement BSJC16001, the Department of Transportation and Works will renew the lease for MUN School of Music in the Arts and Culture Centre, St. John's. The lease renewal will be on a month to month basis, for a period of two years from September 1, 2018 up to August 31, 2020.

Please provide an updated copy of the proof of insurance coverage certificate stating the limits of liability and proof that the insurance is in force during the term of the lease.

Your co-operation in this matter is greatly appreciated. If you have any questions regarding this matter, please contact Mr. Todd Smith, Manager of Accommodations at 729-0151 or [tsmith@gov.nl.ca](mailto:tsmith@gov.nl.ca).

Sincerely,

s. 40(1)

**SEAN DUTTON**  
 Deputy Minister

***"Tomorrow: Your reward for working safely today"***

cc. Ms. Tracy English, ADM  
 Ms. Robyn Bursey  
 Ms. Rhonda Petten  
 Mr. Todd Smith

**LEASE**

This lease made at Lewisporte in the Province of Newfoundland and Labrador, this 1<sup>st</sup> day of October, 2019.

**BETWEEN: Memorial University of Newfoundland**, a body corporate, constituted and continuing under and by virtue of the *Memorial University Act*, c. M-7, R.S.N.L. 1990, as represented by the Fisheries and Marine Institute of Memorial University of Newfoundland and being situate in the City of St. John’s, Province of Newfoundland and Labrador (**hereinafter referred to as the “University”**).

**AND: DieTrac Technical Institute**, a body incorporated under the laws of Newfoundland and Labrador and being situate in the Town of Lewisporte, Province of Newfoundland and Labrador (**hereinafter referred to as the “College”**).

1. **THE PREMISES:**

In consideration of the rent, covenants and conditions hereinafter reserved and contained, and on the part of the University to be paid, observed and performed, the College does lease unto the University, the premises of room numbers 106, 107, and offices labelled Marine Institute – Regional Liaison Officer, Marine Institute - Coordinating Instructor Office, and Marine Institute – Instructors Office located at 82 Premier Drive in the Town of Lewisporte in the Province of Newfoundland and Labrador (hereinafter referred to as the “Premises”).

2. **TERM OF LEASE:**

The Premises are leased for a term of five (5) years commencing October 1, 2019 and terminating September 30, 2024 (hereinafter referred to as the “Term”).

3. **RENTAL:**

The University shall pay \$1 rent for the Premises during the Term, receipt and sufficiency of which is hereby acknowledged.

The University will keep the interior of the Premises in a state of reasonable cleanliness (reasonable wear and tear and loss or damage by fire only excepted). The University will permit the College, their servants and agents to enter the Premises at all reasonable times during the Term, and to examine the condition of the interior thereof; and further that all want of reparation that upon such

examination shall be found (pre-existing damage excepted), and for the correction of which a written notice will be sent to the University, the University will, within thirty (30) days after such notice, well and sufficiently repair and make good accordingly.

**4. NET LEASE:**

The University acknowledges that, except as otherwise provided in this Lease, it is intended that the Lease will be a net lease to the College, except that the College shall be solely responsible for and shall pay for to the complete exoneration of the University:

- a) All income or capital gains taxes, capital or place of business taxes or levies, corporation taxes, or any other taxes personal to the College as appropriate;
- b) All repairs or replacement to structural portions and the roof (including roof structure and membrane) of the building containing the Premises and of the Premises, and all repairs or replacement to the building containing the Premises and the Premises as a result of faulty construction, improper materials or workmanship, soil or land subsidence or structural defects and weaknesses; and
- c) All repairs, replacements, costs or expenses to the extent caused or contributed to by negligence or wilful acts or omission of the College or those for whom it is in law responsible.

The College shall provide the utilities of heat, light and water; the University shall pay communications utilities (telephone, fax, internet, etc.). The College shall provide snow clearing, garbage removal and cleaning as well as parking spaces within walking distance to the Premises.

**5. ALTERATIONS:**

The University at its sole cost and expense may request alterations and improvements as the University deems necessary for the conduct of business in the Premises, but no alteration will be made without the prior written consent of the College.

**6. SIGNS:**

The University, at its expense, may install signs as may reasonably be necessary to the Premises, provided they comply with all local requirements and bylaws and are accepted in advance in writing by the College.

**7. USE OF PREMISES:**

The Premises shall be used for the business of education, training, and applied research. The University shall have access to general areas of the building containing the Premises. Use of other College facilities must be pre-booked as and when required and will be subject to additional charge.

**8. ASSIGNMENT AND SUBLETTING:**

The University shall not lease or sublet the Premises.

**9. AUTHORIZATION:**

The College and the University covenant that each of them has all requisite power and possess all licenses, franchises, permits consents and other rights necessary to enable each of them to enter into this offer. Each party shall obtain at its expense all necessary building and other permits and licenses required for all work needed to be performed by it. All work performed by either party shall comply with the requirements of all Municipal, Provincial, Federal and other applicable governmental authorities.

**10. INSURANCE:**

The University shall, at its own expense, carry adequate insurance coverage. The College shall be responsible for fire, public liability and property damage insurance with respect to the common areas and general facilities. The University will not do or suffer or permit to be done on the Premises, any such act or thing which may cause any insurance effected on the said Premises or the fixtures or equipment therein, to be voided, cancelled or the premiums increased.

**11. INDEMNITY:**

The University will indemnify and save harmless the College from and against any claims, suits, damages and causes of action or any of them arising from any personal injury, loss of life and damage to the Premises or any of them sustained in or about the Premises and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, the investigation thereof or the defence of any action or proceeding, excepting, however, claims, suits, damages and causes of actions resulting from the negligence of the College, their servants or agents or from failure of the College to observe the covenants herein and on their part to be observed and performed.

The College will indemnify and save harmless the University from and against all claims, suits, damages and causes of actions, or any of them arising from any personal injury, loss of life and damage to the Premises or any of them sustained in or about the Premises and from and against all costs, counsel fees, expenses and liabilities incurred in connection with any such claim, the investigation

thereof or the defence of any action or proceeding, excepting however, claims suits, damages and causes of actions resulting from the negligence of the University, their servants or agents and from failure of the University to observe the covenants herein and on their part to be observed and performed.

12. TERMINATION

Either party may terminate this lease upon 90 days written notice to the other party.

Dated at the Town of Lewisporte, in the Province of Newfoundland and Labrador this 15 day of August, 2019.

For DieTrac Technical Institute

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

Dated at the City of St. John's, in the Province of Newfoundland and Labrador this 29<sup>th</sup> day of August 2019.

For Memorial University of Newfoundland

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

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

✓

# *Moore Holdings Limited*

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December 16, 2020

Memorial University of Newfoundland  
Elizabeth Avenue  
St. John's, Newfoundland

Re: Extension of Existing Lease at 1 Duffy Place for One (1) Year.

This letter is to show that both parties, the Landlord and the Tenant, have accepted to extend the existing lease, dated May 7, 2013, for the period of One (1) year, February 1, 2021 to January 31, 2022, bearing the same terms and conditions as the existing lease.

s. 40(1)

[Redacted Signature]

Witness

[Redacted Signature]

s. 40(1)

Memorial University of Newfoundland

s. 40(1)

[Redacted Signature]

Witness

[Redacted Signature]

s. 40(1)

Memorial University of Newfoundland

Witness

Moore Holdings Limited

**THIS INDENTURE OF LEASE** made at St. John's, in the Province of Newfoundland and Labrador, this 25<sup>th</sup> day of March, 2021.

**BETWEEN:** **CITY OF ST. JOHN'S**, a statutory corporation pursuant to the provisions of the City of St. John's Act, RSNL 1990, c.C-17, as amended (hereinafter called the "City")

**AND:** **GENESIS GROUP INC.**, a body corporate registered to carry on business in the Province of Newfoundland and Labrador in its capacity as agent for Memorial University of Newfoundland and Labrador (hereinafter called "Genesis")

**WHEREAS:**

- A. The City is the owner of lands known as 495 Water Street situate in the City of St. John's, more particularly described in Schedule "A" attached hereto (hereinafter called the "Demised Premises").
- B. Genesis has undertaken to operate and maintain the Demised Premises for the purpose of office space relating to a business incubation hub.
- C. The City has resolved to grant a lease of the Demised Premises subject to the terms, covenants and conditions herein contained.

**NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH** that for and in consideration of the lease of the Demised Premises and the agreements and covenants herein contained, the City, as beneficial owner, hereby leases and demises the said Demised Premises to Genesis on the following terms:

- 1. The term of the Lease shall be three (3) years commencing from April 1<sup>st</sup>, 2021 and to be concluded on March 30<sup>th</sup>, 2024, with Genesis having two (2) options to renew for one additional year per option on such terms and conditions as may be mutually agreed.
- 2. Genesis shall pay to the City, if demanded, an annual rental of One Dollar (\$1.00) on or before the 31<sup>st</sup> day of December in each year of the term.
- 3. Genesis covenants with the City that the Demised Premises will be used by Genesis during the term of this lease only for the purposes of office space for Genesis staff and Genesis Members (as defined in Paragraph 4(1)), and for such other activities that may be directly incidental to said use, and for no other purpose or uses whatsoever without prior consent of the City.
- 4. (1) Genesis shall be permitted to allow other organizations, individuals, groups or corporations to use the Demised Premises for purposes of office space related to the operation of a co-working and business incubation centre ("Genesis Members"). Genesis shall only allow the Demised Premises to be occupied and used by Genesis Members who have a client or membership agreement, and other permitted guests.

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(2) Notwithstanding the foregoing Article 4(1) and anything else in this Lease the City may, at any time by direction in writing to Genesis, direct that Genesis refuse to rent or otherwise permit any third party to use the whole of or any part of the Demised Premises and Genesis shall be obliged to act in accordance with the direction of the City.

5. Intentionally deleted.

6. (1) Both the City and Genesis reserve the right to terminate this Lease at any time during the term or any extension or renewal thereof upon the giving of sixty (60) days written notice to the other party.

(2) Upon termination of this Lease in accordance with the provisions of Article 6(1) Genesis shall vacate and release control of the Demised Premises, and shall ensure any Genesis Members shall abide by this section.

7. (1) Genesis shall not be permitted to construct or erect any structures, erections or buildings on the Demised Premises, make any alterations, renovations or improvements, excepting routine maintenance, to the Demised Premises or any part thereof or the Chattels without first obtaining the written permission of the City, which permission may be withheld in the sole discretion of the City.

(2) Any alterations, renovations or improvements carried out in accordance with the provisions of Article 7(1) shall be carried out by fully qualified tradespeople. Furthermore any and all maintenance carried out by or on behalf of Genesis shall be carried out by fully qualified tradespeople.

(3) Throughout the Term of this Lease, and any extensions or renewals thereof all construction, replacement, renovation, leasehold improvements and repairs of whatever kind at or to the Demised Premises or the Chattels that may be approved in writing by the City shall be carried out solely at the expense of Genesis.

(4) All said construction, replacement, renovation, leasehold improvements and repairs undertaken at the Demised Premises and to the Chattels by Genesis shall be for the benefit of the City and shall remain at the Demised Premises at the end of the term, at no charge to the City.

(5) All fixtures added or installed at the Demised Premises by Genesis shall be for the benefit of the City and shall remain as installed at no charge to the City at the end of the term excepting only such fixtures that may be attached to any part of the Demised Premises by no more than its own weight which fixtures may be removed by Genesis at the end of the term.

(6) Genesis shall immediately repair any damage resulting from the installation or removal or use of any fixtures or equipment added, installed or placed at the Demised Premises. If Genesis does not commence or have arrangements in place to repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of Genesis.

8. (1) Genesis shall be responsible for all general and day to day maintenance at or to the Demised Premises, the Chattels and all structures or services therein including, but not limited to:

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- (i) keeping the Demised Premises free from litter;
- (ii) maintenance and repair necessitated by acts of vandalism;
- (iii) replacement of cracked or broken windows;
- (iv) all regular painting at the Demised Premises; and
- (v) all garbage collection and removal.

(2) For greater certainty the City shall be responsible for the following:

- (i) structural maintenance and repair of the building and structures on the Demised Premises, including but not limited to the roof, siding and exterior doors;
- (ii) maintenance and repair of plumbing, electrical and mechanical systems; and
- (iii) maintenance of green space. Genesis however acknowledges that the City's maintenance of the green space is subject to the availability of City resources and scheduling, which shall at all times be subject to the City's discretion. Genesis acknowledges that it may be required to maintain the green space itself from time to time, and any failure by the City to do so shall not be considered a breach of its obligations herein.

(3) Subject to the obligations of the City set out in Section 8(2), Genesis hereby acknowledges that nothing contained herein creates any obligation on the City to perform any maintenance, repair or replacement work of any nature whatsoever at that portion of the Demised Premises or to the Chattels. The City, at its discretion, may choose to perform or cause to be performed any of the said work but shall not be obliged to do so either by virtue of this Lease, or by performance of any or all of the said work, or by course of dealings.

(4) Genesis shall be responsible at the end of the term or other termination of this Lease to surrender the Demised Premises, including the Chattels, to the City in good condition. Should the condition of the Demised Premises or the Chattels have deteriorated during the period of Genesis's occupancy, reasonable wear and tear excepted, the City may undertake all work and repair that it deems necessary, including replacement of Chattels, and all costs of so doing shall be for the account of Genesis. The parties hereto agree that this shall survive termination of the Lease.

9. (1) Genesis shall be responsible for snowclearing/salting in the parking area situate at the Demised Premises.

(2) Genesis acknowledges and agrees that parking at the Demised Premises shall be limited to the Area 13 as set out in Schedule "B" attached hereto.

10. (1) Genesis shall be responsible for the cost of all utilities at the Demised Premises including, but not limited to heat, light, phone, fax, cable and internet.

(2) The City has installed a security system at the Demised Premises and the costs of monitoring the system shall be the responsibility of Genesis. s. 40(1)



- 11. Genesis shall, at all times during the currency of the Lease, keep the Chattels and the Demised Premises and all structures and services thereon in good order, reasonable wear and tear excepted and Genesis shall not permit a nuisance to occur at the Demised Premises.
- 12. Genesis shall abide by and comply with all lawful rules, regulations and by-laws of the City and all laws of the Province of Newfoundland and Labrador or the Dominion of Canada that may affect the Demised Premises and the Chattels or Genesis' use thereof, including, but not limited to the *Occupational Health and Safety Act* and Regulations thereunder, the *Smoke Free Environment Act, 2005*, the *Workplace, Health, Safety and Compensation Act* and Regulations thereunder, and the *Liquor Control Act*. Genesis acknowledges and agrees that the City shall conduct OHS inspections each year to be completed with a Genesis representative on reasonable notice to Genesis. Genesis further acknowledges and agrees to cooperate with the City on any and all inspections of the Demised Premises and the Chattels.
- 13. The City, its servants, employees or agents, shall have full and free access to the Demised Premises for inspection purposes at any time without prior notice in the event of an emergency where there is risk to the facility or its occupants. Absent an emergency, the City shall provide reasonable notice to Genesis of any inspection.
- 14. Genesis shall, prior to the execution of this Agreement, deliver to the City a copy of a policy of public liability and property damage insurance, together with coverage for tenant's property & improvements or certificate of insurance, acceptable to the City (copy of Declarations Page and Endorsement showing the City as additional insured shall be provided on request), which policy complies with the following requirements:
  - (i) \$5,000,000.00 bodily injury and property damage each occurrence limits;
  - (ii) deductible amount maximum of \$5,000.00;
  - (iii) providing coverage for all operations, including products and completed operations, and all fixed and movable equipment and premises used by Genesis pursuant to this Lease;
  - (iv) a cancellation provision providing as follows:
 

"It is agreed that this policy shall not be cancelled nor the amounts of the coverage provided herein reduced until thirty (30) days after the City's Manager of Corporate Risk and Recovery shall have received written notice of such cancellation or reduction as evidenced by the return receipt of certified mail";
  - (v) Fire Insurance: a copy of a Tenant's Legal Liability policy naming the City as an additional insured, which includes coverage for fire, extended coverage, vandalism and malicious mischief, and sprinkler leakage coverage for all buildings, facilities, equipment, fixtures, furnishings, decorations, improvements and stock equal to the full replacement cost of the items covered for any damage to property as the result of the liability or negligence of Genesis. The City shall be subrogated to all Genesis's rights of settlement of loss and rights to the proceeds of settlement of loss. Genesis shall co-operate and assist the City in expediting the

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settlement of the loss by providing all related information and records immediately upon the request of the City;

- (vi) the City named as additional insured and the policy shall include Tenants Legal Liability and Cross Liability;
- (vii) Confirmation that this insurance coverage shall also apply to any Genesis Members.

15. Subject to the negligence of the City, Genesis shall indemnify and save harmless the City and its servants, employees or agents or any of them against all actions, suits, claims and demands which may be brought against or made upon the City, its servants, employees or agents or any of them by any person and from and against all losses, costs, charges, damages and expenses which may be incurred, sustained or paid by the City, its servants, employees or agents or any of them arising, in any way or manner, from the activities of Genesis, its employees, agents and assigns or Genesis Members.
16. Subject to the negligence of the City, Genesis shall not have any claim or demand against the City for accident, detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Demised Premises or to any structures, erections, equipment (including the Chattels), supplies, motor or other vehicles, materials, articles, effects or things at any time erected, brought, placed, made or being upon the Demised Premises.
17. (1) Genesis shall not assign this Lease without the prior written consent of the City which consent may be withheld at the sole discretion of the City.  
  
(2) Notwithstanding the foregoing Genesis may sub-lease portions of the Demised Premises for purposes related or incidental to office space for a business incubation centre, subject to the terms set forth herein.
18. Notwithstanding anything else herein contained Genesis shall immediately repair any damage of whatever nature to the Demised Premises or any part thereof or to the Chattels that Genesis, its agents, members, employees, assigns, Genesis Members or invitees caused, either directly or indirectly. If Genesis does not commence or have arrangements in place to repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of Genesis.
19. Genesis shall use the utmost vigilance in monitoring for signs of vermin, insects, and pests throughout the Demised Premises and shall take immediate action to address same by engaging the services of a qualified professional exterminator to control said vermin, insects, and other pests. This service shall be provided at the cost of Genesis. Genesis further agrees to notify the City in advance and in accordance with Section 36, if a professional exterminator is on site and what activities are being undertaken.
20. Genesis shall procure the prompt discharge of any and all liens registered against the Demised Premises or any part thereof. The City shall have the option of taking whatever steps it, in its sole and absolute discretion, considers expedient to ensure the discharge of liens registered against the Demised Premises including paying lien claims. Any such payments and/or costs incurred by the City (including legal costs) in securing the discharge of liens shall be for the account of Genesis. If Genesis refuses or fails to

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secure the discharge of any lien against the Demised Premises within thirty (30) days of any demand to do so by the City then the City may, in addition to all other rights available to it, terminate this Lease forthwith.

21. Subject to the provision of reasonable notice by the City, Genesis shall permit the City or any person, body or corporation authorized by the City
- (a) the right of passage and the right of running of water and sewer in and under any part of the Demised Premises;
  - (b) the right to enter upon the Demised Premises (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part thereof and construct, place, lay, inspect, repair, maintain, cleanse, renew and enlarge such water and/or sewer pipes and mains, manholes, valves and surface boxes as may be necessary for that purpose;
  - (c) the right of passage and running of electricity and telephone communications across, over or under any part of the Demised Premises;
  - (d) the right to enter upon the Demised Premises (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part thereof and erect, place, lay, inspect, repair, maintain and renew such poles, cables and other equipment as may be necessary for that purpose; and
  - (e) the right of planting, protecting and maintaining any trees, shrubs, hedges, grass or their vegetation upon any part of the Demised Premises for the purpose of renewing any such planting the right to enter upon, dig, break, excavate and trench any part of the said land; and
  - (f) And the City may, but shall not be obliged to, restore such portion of the Demised Premises to a clean and tidy condition and in a similar state of landscaping as existed prior to the entry and work thereon by the City on completion of the aforesaid works.

Provided it is not negligent in carrying out such tasks or add risk of injury or loss to Genesis, the Genesis Members and guests, the City shall not be liable to Genesis for any damages, claims, losses, costs or otherwise that may result from or be occasioned by the said work or any decision of the City not to restore the lands. Genesis agrees not to impair access along the line of any easement by permitting any erections to go thereon or otherwise.

22. All goods and chattels and fixtures of Genesis situate at the Demised Premises from time to time are subject to distress for rents or any other charges which may arise under the Lease. The City however acknowledges that the Demised Premises shall at all times contain personal property, including intellectual property, of Genesis Members. Such property shall be exempt from distraint and the City agrees to indemnify Genesis from all claims, losses and demands that the Genesis Members may incur arising from the City's distraint of such property.
23. Genesis shall pay all taxes and assessments of any nature whatsoever charged against it pursuant to or in any way arising out of any and all of its operations, if applicable.

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- 24. Genesis acknowledges that all City owned or occupied properties are smoke-free. Genesis therefore acknowledges and agrees that the Demised Premises are to be smoke-free at all times.
- 25. Genesis acknowledges and agrees that the City participates in all available recycling programs. Genesis therefore agrees to participate in all locally accessible recycling programs.
- 26. Genesis acknowledges and agrees that alcohol may only be served and/or sold at the Demised Premises with the consent of the City.
- 27. Genesis acknowledges that all City owned or occupied properties are to be equipped with automated external defibrillators (AEDs). Genesis therefore agrees to place an AED at the Demised Premises and to ensure that said AED remains in good working order.
- 28. This Lease contains all the undertakings and agreements whether oral or in writing, if any, previously entered into by the parties with respect to the subject matter hereof.
- 29. None of the terms of this Lease shall be deemed waived or modified except by an express agreement in writing signed by each party by a person authorized by said party.
- 30. If any of the provisions of this Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
- 31. Failure of either party to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default, and the election by either party of any particular remedy on default shall not be exclusive of any other.
- 32. Except where otherwise expressly stated whenever:
  - (a) Genesis defaults in the payment of any instalment of rent, or of any other sum payable hereunder, and the default continues for ten days;
  - (b) Genesis fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this Lease on the part of Genesis (other than the payment of rent or other sums of money) and the failure continues for, or is not remedied within, ten days next after the giving of notice by the City to Genesis of the nature of the failure, or if the term hereby granted is taken in execution or attachment, it is lawful for the City to enter upon the Demised Premises or any part thereof in the name of the whole, and this Lease shall at the option of the City and with or without entry, terminate and all the rights of Genesis with respect to the Demised Premises shall be absolutely forfeited.
- 33. The bankruptcy, insolvency or reorganization of Genesis under any laws then applicable, or the appointment of a trustee for the benefit of creditors or a receiver, shall be deemed a breach of this Lease and the City may, at its sole discretion, terminate the Lease immediately on being notified of the bankruptcy, insolvency or reorganization of Genesis. s. 40(1)



34. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay and the period of performance of any such act shall be extended for a period equivalent to the period of such delay at no cost to the City.

35. All notices to be given pursuant to this Lease shall be delivered:

(a) to the City

c/o City Manager  
P. O. Box 908  
St. John's, NL A1C 5M2

(b) to Genesis

c/o Director of Finance and Administration  
100 Signal Hill Road  
St. John's, NL A1A 1B3

and shall be deemed to have been received on the date of acknowledgment of receipt where delivered by courier or by certified mail. Either party may advise the other in writing of any change of address for the giving of notices.

36. Words importing the singular number shall include the plural and vice versa.

37. This Lease shall be in all respects governed by and interpreted under and in accordance with the laws of the Province of Newfoundland and Labrador.

38. This Lease may be executed in counterpart, and delivered by PDF or other electronic means.

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**IN WITNESS WHEREOF** the parties hereto have hereunto their hands and seals subscribed and set the day and year first before written.

**THE CORPORATE SEAL** of the City of St. John's was hereunto affixed in the presence of:

**CITY OF ST. JOHN'S**

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**2021-Mar-27 12:16**

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**WITNESS**  
2021-Mar-27 12:50

 s. 40(1)

**CITY CLERK**  
2021-Mar-27 12:45

**THE CORPORATE SEAL** of the Genesis Group Inc. was hereunto affixed in the presence of:

**GENESIS GROUP INC.**

\_\_\_\_\_  
PRESIDENT AND CEO

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DIRECTOR OF FINANCE AND ADMIN

**IN WITNESS WHEREOF** the parties hereto have hereunto their hands and seals subscribed and set the day and year first before written.

**THE CORPORATE SEAL** of the City of St. John's was hereunto affixed in the presence of:

**CITY OF ST. JOHN'S**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**CITY CLERK**

**THE CORPORATE SEAL** of the Genesis Group Inc. was hereunto affixed in the presence of:

**GENESIS GROUP INC.**

\_\_\_\_\_  
**PRESIDENT AND CEO**

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s. 40(1)

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**DIRECTOR OF FINANCE AND ADMIN**

s. 40(1)

s. 40(1)



**SCHEDULE "A"**

(see attached)

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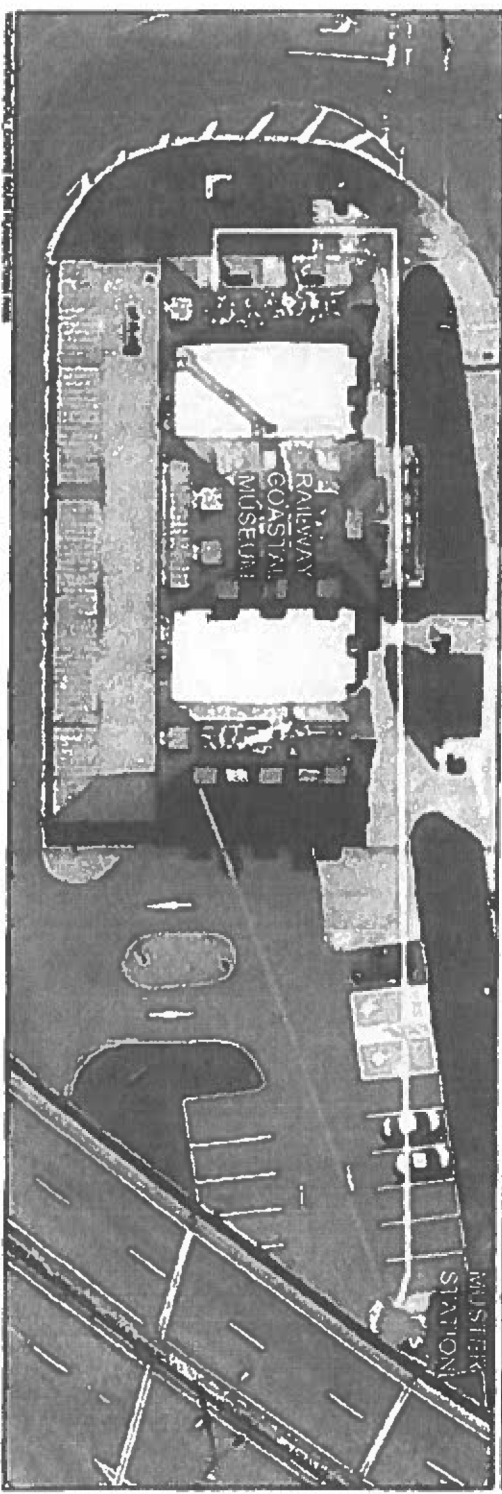
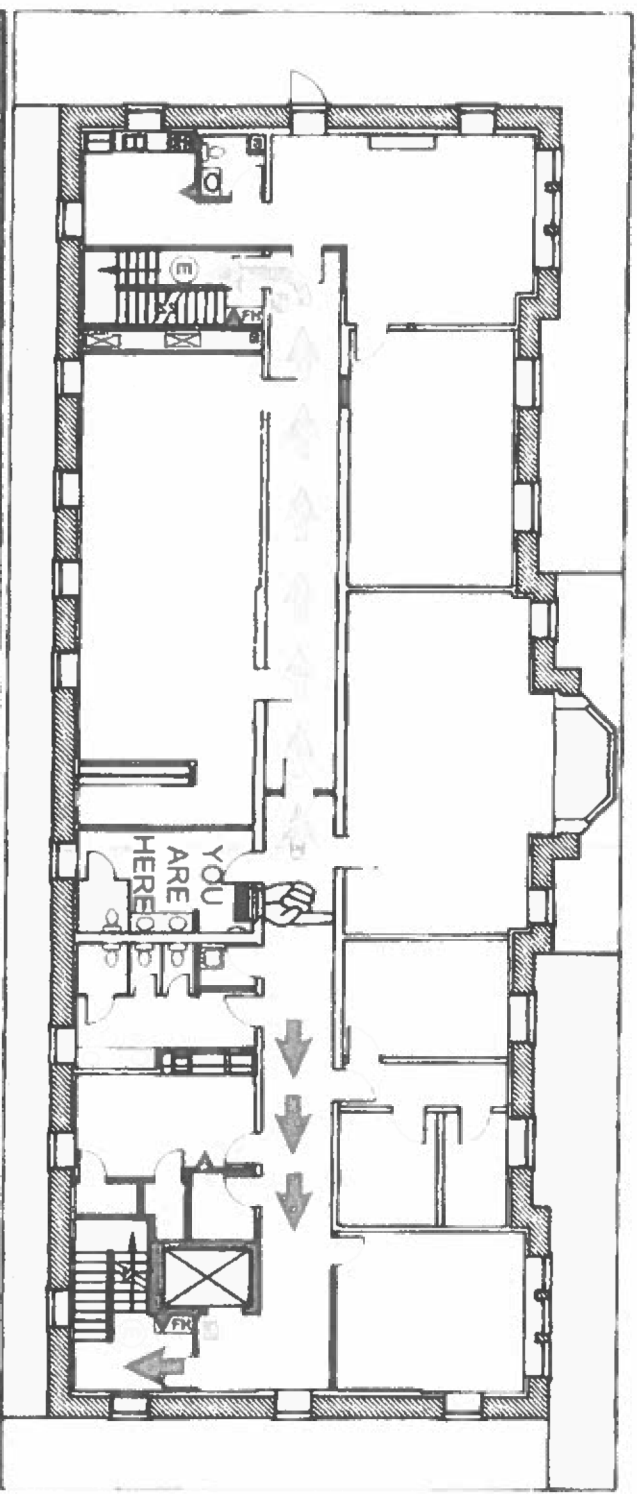


s. 40(1)

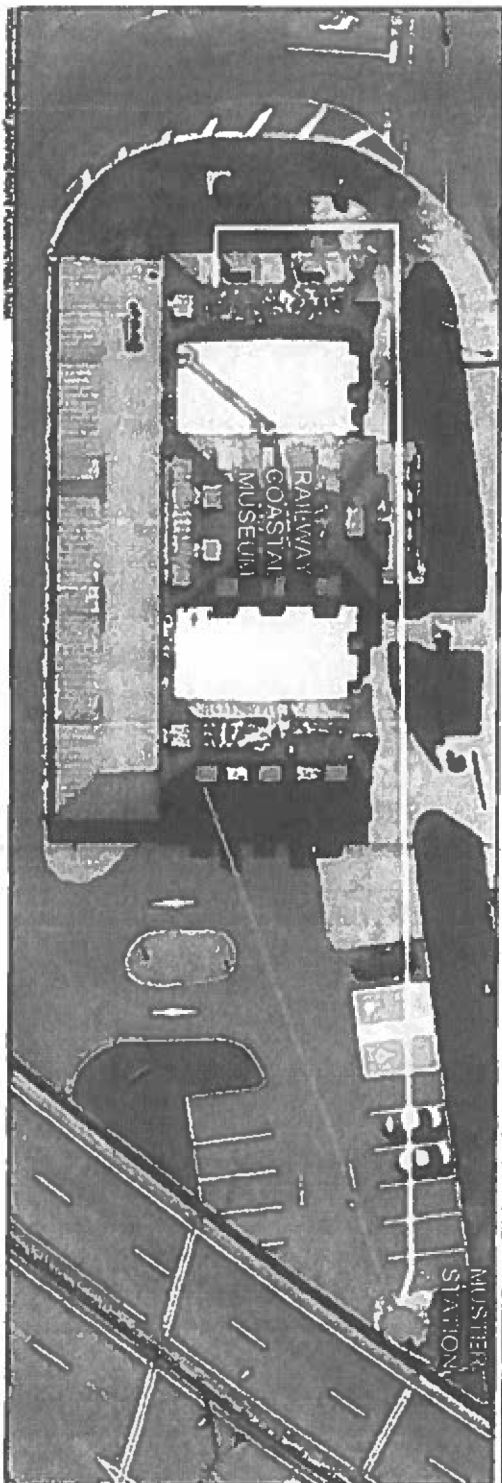
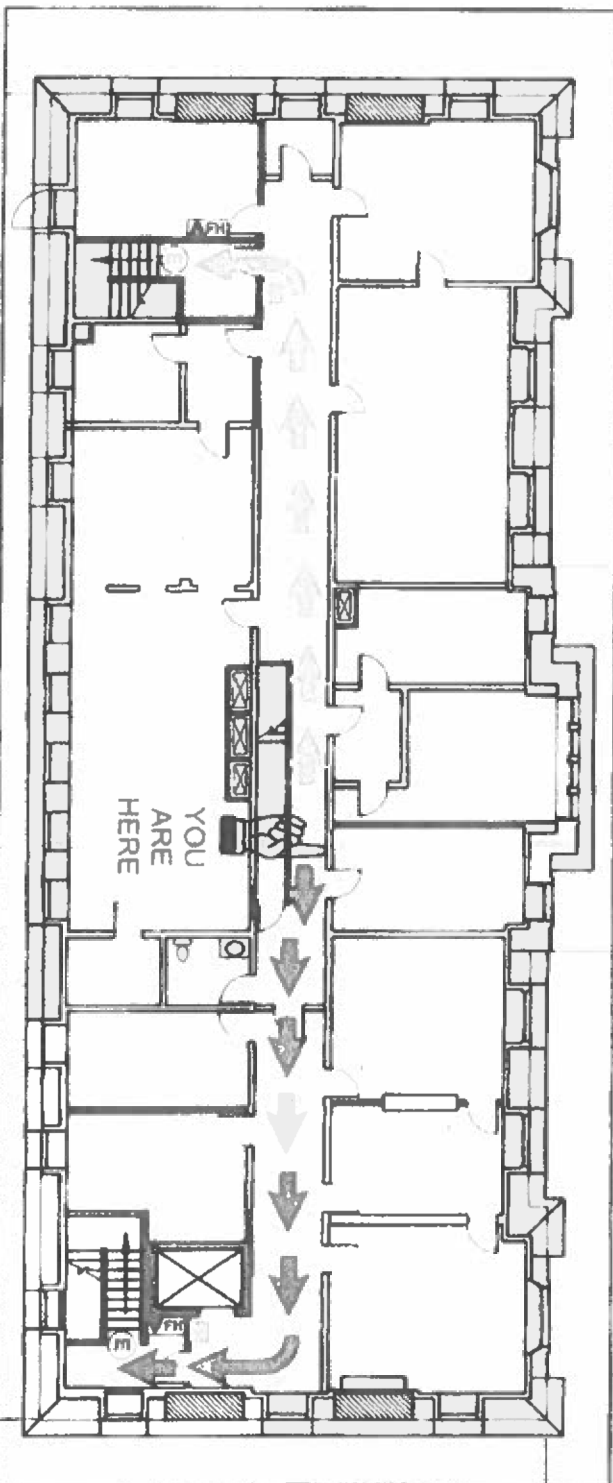
**IN CASE OF FIRE**

- A) IF SMALL, PUT OUT FIRE AND NOTIFY BUILDING SUPERINTENDENT, PHONE 371.
  - B) IF FIRE IS OUT OF CONTROL, OR PRODUCES EXCESSIVE HEAT OR SMOKE : DO THE FOLLOWING:
    - 1) ACTIVATE MANUAL FIRE ALARM PULL BOX STATION.
    - 2) NOTIFY CITY FIRE DEPARTMENT : PHONE 9-911 (GIVE NAME, LOCATION OF FIRE & AREA INVOLVED).
    - 3) NOTIFY EACH FLOOR, WARN OTHERS IN THE BUILDING.
    - 4) CLOSE ALL DOORS.
    - 5) FLOOR WARDEN TO ASSIST OCCUPANTS TO ASSEMBLY AREA OUTSIDE.
- IMPORTANT : CAREFULLY STUDY FLOOR PLAN AND EMERGENCY PROCEDURES.**

- ↑ EMERGENCY EXIT - PRIMARY
- EMERGENCY EXIT - SECONDARY
- EMERGENCY EXITS
- PULL STATION
- FIRE EXTINGUISHER
- FIRE EXTINGUISHER (IN FIRE HOSE CABINET)
- YOU ARE HERE
- FIRST AID KIT
- EYE WASH STATION
- FIRE HOSE CABINET
- A.E.D.



RAILWAY COASTAL MUSEUM BUILDING - 3RD FLOOR  
EVACUATION ROUTES & MUSTER STATION LOCATION



**IN CASE OF FIRE**

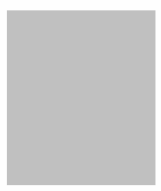
- ▲ IF SMALL PUT OUT FIRE AND NOTIFY BUILDING SUPERINTENDENT, PHONE 311.
  - ▲ IF FIRE IS OUT OF CONTROL, OR PRODUCES EXCESSIVE HEAT OR SMOKE, DO THE FOLLOWING:
    - 1) ACTIVATE MANUAL FIRE ALARM PULL BOX
    - 2) NOTIFY CITY FIRE DEPARTMENT : PHONE 6411 GIVE NAME, LOCATION OF FIRE & AREA INVOLVED.
    - 3) NOTIFY EACH FLOOR, WARN OTHERS IN THE BUILDING.
    - 4) CLOSE ALL DOORS.
    - 5) FLOOR WARDEN TO ASSIST OCCUPANTS TO ASSEMBLY AREA OUTSIDE.
  - REPORTANT : CAREFULLY STUDY FLOOR PLAN AND EMERGENCY PROCEDURES.
- 
- EMERGENCY EXT. - PRIMARY
  - EMERGENCY EXT. - SECONDARY
  - EMERGENCY EXITS
  - PULL STATION
  - FIRE EXTINGUISHER
  - FIRE EXTINGUISHER (IN FIRE HOSE CABINET)
  - YOU ARE HERE
  - FIRST AID KIT
  - EYE WASH STATION
  - FIRE HOSE CABINET
  - A.E.D.

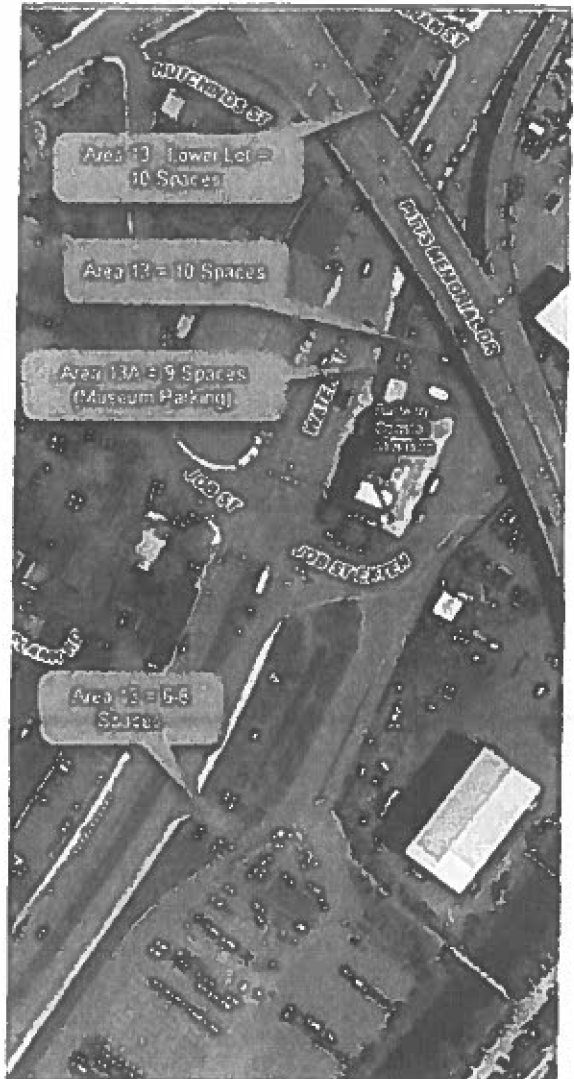
s. 40(1)

**SCHEDULE "B"**

**(see attached)**

s. 40(1)





s. 40(1)



**THIS LEASE** dated the 14th day of July , 2021.

**BETWEEN:**

**CORNER BROOK PULP AND PAPER LIMITED**, a body corporate, duly incorporated under the laws of the Province of Newfoundland and Labrador,

(hereinafter referred to as the "Landlord")

**AND:**

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

(hereinafter referred to as the "Tenant")

**WHEREAS** various stakeholders, including, without limitation, the Landlord, the Tenant, the City of Corner Brook, the Government of Newfoundland and Labrador, the College of the North Atlantic and the Atlantic Canada Opportunities Agency desire to develop a Centre for Research and Innovation (the "Centre") in the City of Corner Brook.

**AND WHEREAS** the Landlord has been approved for a five (5) year training program (the "Training Program") by the Government of Newfoundland and Labrador, Department of Immigration, Skills and Labour ("ISL"), the Training Program being contained in Agreement No. 259091, which is not within the knowledge of the Tenant.

**AND WHEREAS** the Tenant has received the approval and funding it requires in order to proceed with plans for the Centre and the Landlord and the Tenant have agreed with each other for a lease of the Premises upon the terms and conditions contained herein.

**AND WHEREAS** Corner Brook Pulp and Paper is pleased to make the building upon the Premises available to promote education, skilled training, research opportunities, and business development for the local community. In order to support the growth of this Centre, Corner Brook Pulp and Paper will invest over the next 15 years through various contributions as outlined below:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Building remediation prior to renovation commencement</li> <li>• Lease of building to the Tenant for \$1/yr.</li> </ul> | <p><b><u>CBPPL Investment</u></b><br/> <b>\$140,000 (one time)</b><br/> <b>\$216,000 (annual)</b></p> |
|--|---|

- Services costs including maintenance, security, janitorial, etc. \$30,000 (annual)
- Electricity costs for the building at no cost to the Tenant \$101,000 (annual)
- Snow clearing, garbage collection, security at no cost to the Tenant \$20,000 (annual)

The total contributions by CBPPL to the use of this building as per the 15-year term of this lease document and as outlined above is \$6,487,000. The annual lease and services value that will be covered by CBPPL under the terms of this document will be \$367,000 beginning upon the execution of this Lease. While the Tenant acknowledges the foregoing contributions of CBPPL, the amounts allocated to each such contribution are solely within the knowledge of CBPPL and not the Tenant.

**AND WHEREAS** the Landlord intends to complete certain remediation work to the Premises as described in Appendix C to this Lease (collectively, the "Remediation Work") at its own risk and expense while the Tenant occupies and completes certain renovations to the interior of the building located on the Premises, the Landlord's covenant to complete such Remediation Work being a necessary precondition to the Tenant entering into this Lease.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**Article 1 — Basic Terms and Definitions**

**1.1 Basic Terms**

- (a) Landlord: Corner Brook Pulp and Paper Limited  
Address: 1 Mill Road, P.O. Box 2001, Corner Brook, NL, A2H 6J4  
Fax: 709-637-3469  
Email: [information@kruger.com](mailto:information@kruger.com)
- (b) Tenant: Memorial University of Newfoundland  
Address: 20 University Dr, Corner Brook, NL A2H 5G5  
Fax: 1-709-639-8125  
Email: [info@grenfell.mun.ca](mailto:info@grenfell.mun.ca)
- (c) Premises: Land and building situated at 2 Mill Road, Corner Brook, NL more particularly described in Appendix "A" attached hereto.
- (d) Term: 15 years  
Commencement Date: April 20<sup>th</sup>, 2021  
End of Term: April 19<sup>th</sup>, 2036
- (e) Basic Rent: \$1 per year
- (f) Permitted Use: Center for Research and Innovation in accordance with this Lease (including Article 11 hereof)

(g) Extension Rights, if any: none

**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, excluding Basic Rent, payable by the Tenant in accordance with this Lease;
- (b) "Basic Rent" means the basic rent referred to in Section 1.1(e) and payable by the Tenant pursuant to Section 4.1;
- (c) "Closing Date" shall mean the Commencement Date of this Lease;
- (d) "Commencement Date" means the date set out in Section 1.1(d), as such may be varied pursuant to the terms of this Lease;
- (e) "Environmental Laws" means all requirements of the common law and all applicable statutes, regulations, by laws, policies, guidelines, orders, approvals, notices, permits, directives, decisions and the like of any federal, provincial, regional, municipal or governmental authority relating to environmental matters and the Premises including, but not limited to, all such requirements relating to the protection, preservation or remediation of the natural environment (air, land, surface water, or groundwater, plants, animals or humans) or the use, creation, containment, handling, storage, transfer, transportation, treatment, release, or disposal of, or any other means of managing or dealing whatsoever with, any pollutant as defined by those laws;
- (f) "Event of Default" has the meaning set out in Section 13.1;
- (g) "HVAC Equipment" means all heating, ventilating and air conditioning equipment facilities and installations;
- (h) "Hazardous Material" shall mean any substance capable of posing a risk or damage to health, safety, property or the environment including, without limitation, any contaminant, pollutant, dangerous or potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable or explosive material, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, polychlorinated biphenyl waste, polychlorinated biphenyl related waste, and any other substance or material now or hereafter declared, defined or deemed to be regulated or controlled under any applicable environmental or health laws and regulations;
- (i) "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, including doors, hardware, partitions (including moveable partitions), but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (j) "Premises" means the lands and premises identified in Section 1.1(c) and all rights and easements appurtenant thereto;
- (k) "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 Premises or its interest therein, but specifically excluding any taxes assessed upon the income of the Landlord;

- (l) "Rent" means all Basic Rent and Additional Rent;
- (m) "Term" means the period specified in Section 1.1(d) and, where the context requires, any renewal, extension or overholding thereof;
- (n) "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 upon 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;
- (o) "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 hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant leases from the Landlord the Premises. The Tenant accepts the Premises on an "as is" basis and does not require any improvements or repairs by the Landlord, save and except for completion of the Remediation Work in accordance with section 2.2.

**2.2 Condition of Premises**

The Tenant acknowledges that it has inspected the Premises and the Tenant accepts the Premises in the condition they were in at the time of inspection, save and except that the Landlord undertakes to make best efforts to complete the Remediation Work as soon as possible and in any event on or before June 15, 2021. Notwithstanding anything else in this Lease, all costs and expenses associated with completing the Remediation Work, or otherwise related thereto, shall be borne entirely by the Landlord, and the Landlord agrees to defend, indemnify and hold harmless the Tenant and its employees, agents, contractors, subcontractors, invitees and all others for whom the Tenant is in law responsible from and against any and all losses, claims, actions, demands, liabilities and expenses in any way related to the Remediation Work or the failure to complete the Remediation Work.

### **2.3 Term**

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

### **2.4 Option to Renew**

There is no option to renew this Lease. However, should the Tenant wish the Landlord to consider any extension or renewal of this Lease, the Tenant shall notify the Landlord in writing at least six (6) months prior to the End of Term.

### **2.5 Overholding**

If, at the expiration of the Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only, and may be terminated by either party by providing six (6) months' written notice of termination to the other party.

## **Article 3 — Rent**

### **3.1 Covenant to Pay, Net Lease**

The Tenant covenants to pay Rent to the Landlord as provided in this Lease.

### **3.2 Rent Past Due**

If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum (calculated monthly at the rate of one percent (1.0%)), such interest to be calculated from the time such Rent becomes due until paid by the Tenant.

## **Article 4 — Basic Rent**

### **4.1 Basic Rent**

The Tenant covenants and agrees to pay in advance on November 1<sup>st</sup> of each year during the Term of this Lease, to the Landlord, the Basic Rent as set out in Section 1.1(e) of this Lease.

## **Article 5 — Landlord Expenses and Additional Rent**

### **5.1 Additional Rent**

(1) In addition to the Basic Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord or as otherwise provided in this Lease, in lawful money of Canada, without any deduction, abatement or set-off whatsoever, as Additional Rent, such costs as it is required to pay pursuant to this Lease.

(2) The Tenant shall pay all Additional Rent to the Landlord within thirty (30) days of the Landlord providing to the Tenant a copy of the invoice or receipt showing the cost to the Landlord of any amount for which the Landlord is entitled to be reimbursed by the Tenant pursuant to this Lease.

(3) All of the payments set out in this Lease shall constitute Basic Rent or Additional Rent and shall be deemed to be and shall be paid as Rent, whether or not any payment is payable to the Landlord or otherwise. The Landlord has all the rights against the Tenant for default in payment of Additional Rent that it has against the Tenant for default in payment of Basic Rent.

### **5.2 Realty Taxes**

The Landlord shall be responsible for and pay in a timely fashion the Landlord's Realty Taxes for the Premises.

### **5.3 Business and Other Taxes**

In each and every year during the Term, the Tenant shall be responsible for the payment of any business taxes assessed to it by the City of Corner Brook and the Tenant shall discharge such payment prior to the due date set by the City of Corner Brook and the Tenant shall indemnify the Landlord from and against payment of, and any interest or penalty in respect of, every tax, license 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, or in respect of the use or occupancy of the Premises by the Tenant, its subtenants, licensees, concessionaires or franchisees (other than such taxes as income, profits or similar taxes assessed upon the income of the Landlord).

## **Article 6 — Utilities**

### **6.1 Payment for Utilities**

The Landlord shall be responsible for all charges, costs, accounts and any other sums payable by reason of the supply of electricity to the Premises. The Tenant shall be responsible for all costs associated with phone and IT services including data charges for any internet and phone system provider.

## **6.2 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 by the Tenant shall require additional utility facilities, such facilities shall be installed, if available, and subject to the Landlord's prior written approval thereof (which approval may not be unreasonably withheld), at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

## **6.3 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 whatsoever kind arising from any interruption or failure in the supply of any utility or any service to the Premises.

## **6.4 HVAC**

The Tenant shall, throughout the Term, operate and regulate the HVAC Equipment in such a manner as to maintain reasonable conditions of temperature and humidity within the Premises.

## **Article 7 — Use of Premises**

### **7.1 Use of the Premises**

The Tenant acknowledges that the Premises will be used solely for the purposes set out in Section 1.1(f), and for no other purpose.

### **7.2 Observance of Law**

The Tenant and the Landlord shall, each at their own expense, comply with all laws, by-laws, ordinances, regulations and directives of public authority having jurisdiction affecting the Premises or the use or occupation thereof including, without limitation, police, fire and occupational health and safety regulations and requirements of the fire insurance underwriters.

### **7.3 Hazardous Materials**

- (a) The Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises provided however that if any Hazardous Material is necessary for the Permitted Use by the Tenant such Hazardous Material may be brought upon, kept or used on the Premises if such Hazardous Material is used, kept or stored in a manner that complies with all Environmental Laws regulating any such Hazardous Material so brought upon, used or kept on the Premises. The Tenant shall immediately notify the Landlord in writing of any release or other activity at or upon the Premises for which notification of any governmental entity is required pursuant to applicable

environmental or health laws and regulations. The Tenant will be responsible for all costs for the disposal of any hazardous materials generated by activities of the building operation. The disposal of the hazardous materials will be the responsibility of the Tenant and in compliance with all applicable environmental regulations and standards.

- (b) Notwithstanding the foregoing, the Landlord acknowledges that the Remediation Work may involve Hazardous Materials and, as such, nothing in the foregoing subsection shall apply to any Hazardous Materials brought upon, kept, handled, stored, disposed of or used in or about the Premises by or on behalf of the Landlord, including without limitation the Landlord's employees, agents, contractors and subcontractors, or in the course of or in relation to the Remediation Work (collectively, the "Landlord's Hazardous Materials"). The Landlord covenants: (i) to ensure that all the Landlord's Hazardous Materials are used, kept, handled, stored and disposed of in a manner that complies with all Environmental Laws and applicable environmental regulations and standards regulating any such Hazardous Materials, (ii) to immediately notify the Tenant in writing of anything relating to the Landlord's Hazardous Materials for which notification of any governmental entity is required pursuant to applicable environmental or health laws, (iii) to be solely responsible for all costs and expenses arising out of or related to storage, handling and/or disposal of the Landlord's Hazardous Materials.

#### 7.4 Indemnity

If either party breaches its obligations under Section 7.3, or if the presence of Hazardous Material on, under or above the Premises caused or permitted by either party on and after the Closing Date results in contamination of the Premises or if contamination of the Premises by Hazardous Material otherwise occurs as a result of a party's use of the Premises on and after the Closing Date, (such responsible party being referred to in this Section as the "Indemnifying Party"), the Indemnifying Party shall indemnify, defend and hold the other party and its directors, officers, employees, agents, contractors and subcontractors (collectively, "Personnel") harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including sums paid in settlement of claims, legal fees (on a substantial indemnity basis) consultant fees and expert fees) which arise during or after the Term as a result. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, provincial or local government or agency resulting from the presence of any Hazardous Material in the soil or ground water on or under or above the Premises caused or permitted by the Indemnifying Party or any of the Indemnifying Party's Personnel on or after the Closing Date or for which the Indemnifying Party or any of the Indemnifying Party's Personnel is otherwise responsible. Without limiting the foregoing, if the presence of any Hazardous Material on, under or above the Premises caused or permitted by a party or any of a party's Personnel on or after the Closing Date results in any contamination of the Premises or if contamination of the Premises by Hazardous Material otherwise occurs as a result of the use of the Premises on or after the Closing Date by a party or a party's Personnel, such party shall promptly take all actions, at its sole expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises.

### **7.5 Waste, Nuisance, Overloading**

After the Closing Date, neither party shall do or suffer any waste or damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls, electrical or mechanical facilities in the Premises 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, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises. Neither party shall make (or allow to be made) any noise or nuisance which reasonably disturbs the comfort of persons and businesses near the Premises.

## **Article 8 — Maintenance, Repairs and Alterations of Premises**

### **8.1 Maintenance and Repair**

The Landlord shall, at its own cost, operate and maintain the Premises to the extent required to keep the Premises in a state of good repair and maintenance as per reasonable property management standards for a similar building in the vicinity, including, without limitation, all major capital repairs and:

- i. the clearing and removal of snow and salting of entrance ways, parking lots and stairwells to ensure that such areas are substantially free of snow and ice at all times.
- ii. cleaning and custodial services inside the Premises as reasonably required, and in any event at least each day that the Premises are occupied, and the removal of garbage by use of commercial dumpster once per week;
- iii. maintenance and service as required of the building lift system, fire-protection systems, mechanical and electrical systems;
- iv. maintaining the parking lot; and
- v. security for the Premises.

### **8.2 Tenant's Responsibility**

The Tenant shall be responsible for any repairs to items/property broken or damages to (or destruction of) the Premises caused by the Tenant and/or its employees, agents, contractors, invitees, guests, customers, or representatives.

### **8.3 Inspection and Repair on Notice**

The Landlord, its servants, agents and contractors shall be entitled to enter upon the Premises at any time, without notice, for the purpose of making emergency repairs, and during normal business hours on 24 hours' notice to the Tenant, for the purpose of inspecting and making repairs, alterations or improvements to the Premises. The Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord, its servants, agents and contractors may, at any time, enter upon 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 will 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 effect all repairs necessitated by the Tenant's negligence or wilful 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.

#### **8.4 Alterations**

The Tenant will not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting municipal approved drawings and specifications to the Landlord and obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold. Such work shall be performed by qualified contractors engaged by the Tenant.

#### **8.5 Construction Liens**

If any construction or other liens or order for the payment of money shall be filed against the Premises by reason of or arising out of any labour or material furnished to the Tenant on or after the Closing Date or to anyone claiming through the Tenant on or after the Closing Date, the Tenant, within five (5) business days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such liens or orders against the Tenant at the Tenant's sole expense. If the Tenant fails to cause a lien or order for payment to be discharged as set forth above, the Landlord may make the payment required to discharge the said lien or order for payment and the Tenant shall immediately reimburse the Landlord for such monies expended. The Tenant agrees to indemnify and hold harmless the Landlord against any expense or damage incurred as a result of such liens or orders.

#### **8.6 Removal of Improvements and Fixtures**

(1) All Leasehold Improvements shall immediately upon their placement become the Landlord's property, without compensation to the Tenant. No Leasehold Improvements or fixtures shall be removed from the Premises by the Tenant, either during or upon the expiry or earlier termination of the Term.

(2) The Tenant shall, at its own expense, repair any damage caused to the Premises by the removal of the assets and equipment of the Tenant at the expiry of the Term or earlier termination of this Lease. In the event that the Tenant fails to remove its assets and equipment prior to the expiry of the Term or earlier termination of this Lease, the Landlord may provide the Tenant with thirty (30) days' written notice to remove such assets and equipment. Should the Tenant fail to remove such assets and equipment within the said thirty (30) day period, the assets and equipment shall, at the option of the Landlord, become the property of the Landlord and dealt with or disposed of in the Landlord's sole and absolute discretion as the owner thereof, or may be removed from the Premises by the Landlord and placed into storage, at Tenant's expense, in such manner as the Landlord deems advisable.

(3) For greater certainty the list of equipment in Appendix "B" attached hereto is and will remain property of the Tenant and will not be considered a Leasehold Improvement or fixture (and

following the Commencement Date, the parties, acting reasonably, may agree in writing that certain other assets or equipment of the Tenant brought onto the Premises from time to time will not be deemed to be a Leasehold Improvement or fixture).

### **8.7 Surrender of Premises**

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give up unto the Landlord vacant possession of the Premises in the same or a better condition and state of repair as the Tenant was required to maintain throughout the Term, reasonable wear and tear excepted.

## **Article 9 — Insurance and Indemnity**

### **9.1 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 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 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 from time to time;

(2) All such insurance shall be with insurers and shall be upon such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 9.1(a) shall name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord. The insurance described in Sections 9.1(b) shall name as an additional insured the Landlord and anyone else with an interest in the Premises from time to time 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.

(3) All such insurance shall contain provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of a claim under such policies and such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s).

(4) The Tenant shall use commercially reasonable efforts to ensure that all of the foregoing

policies 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 thereof. The Tenant shall furnish to the Landlord, upon request, 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 herein provided, the Landlord shall have the right to take out such insurance and pay the premium therefor and, in such event, the Tenant shall pay to the Landlord the amount paid as premium, which payment shall be deemed to be Additional Rent payable on the first day of the next month following payment by the Landlord.

### **9.2 Landlord's Insurance**

Subject to the Tenant's compliance with Section 5.1(2) hereof, the Landlord shall provide and maintain insurance on the Premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such 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 Premises. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Landlord may maintain such other insurance in respect of the Premises and its operation and management as the Landlord determines, acting reasonably, necessary or desirable. 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.

Subject to the Tenant's compliance with Section 5.1(2) hereof and notwithstanding the generality of the foregoing, the Landlord shall take out and maintain in full force and effect throughout the Term, the following.

- (a) 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; and, plate glass insurance with respect to all glass windows and glass doors in or on the Premises for the full replacement value thereof.

### **9.3 Increase of Landlord Premiums**

If the occupancy of the Premises by or on behalf of the Tenant, the conduct of business in the Premises by or on behalf of the Tenant, or any acts or omissions of the Tenant in the Premises or any part thereof, but not including the Remediation Work, causes or results in any increase in premiums for the insurance carried from time to time by the Landlord with respect to the Premises, the Tenant shall pay any such increase in premiums as Additional Rent forthwith after invoices for such additional premiums are rendered by the Landlord. In determining whether increased premiums are caused by or result from the use and occupancy of the Premises as aforesaid, a schedule issued by the organization computing the insurance rate on the Premises showing the

various components of such rate shall be conclusive evidence of the several items and charges which make up such rate.

**9.4 Reciprocal Indemnity**

(1) Each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party (the "Indemnified Party") and all directors, officers, trustees, employees, students, agents, contractors and invitees (collectively, "Personnel") of the Indemnified Party from any and all losses, claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property (collectively, "Losses"): (a) occasioned or caused wholly or in part by any negligent or willful act or omission of the Indemnifying Party or any of the Indemnifying Party's Personnel, but only to the extent the Losses are attributable to the negligence or willful act or omission of the Indemnifying Party or the Indemnifying Party's Personnel; or (b) arising from any breach by the Indemnifying Party or any of the Indemnifying Party's Personnel of any provision(s) of this Lease.

(2) Neither party will be liable for any consequential or indirect damages suffered by the other party in relation to the Premises, the occupancy thereof or any breach of this Lease.

**Article 10 — Assignment and Subletting**

**10.1 Assignment, Subletting**

The Tenant may sublease the Premises or any part thereof with the prior written consent of the Landlord (not to be unreasonably withheld) provided that the proposed sublessee shall first agree, in writing, to be bound by the terms and conditions of this Lease and first take out and maintain insurance meeting the terms and conditions of Section 9.1 hereof (including but not limited to the requirement to name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord), save and except that a sublessee shall only be required to take out and maintain general liability and property damage insurance, as described in section 9.1(1)(b), with coverage of two million dollars (\$2,000,000) for any one occurrence or claim.

**10.2 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 in conjunction therewith the 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 and after such assignment.

**10.3 Status Certificate**

The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord and/or as the Landlord may direct 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 the same 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 hereunder have been paid; (d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice; and (e) any other information and particulars as the Landlord may reasonably request.

**Article 11 — Quiet  
Enjoyment**

**11.1 Quiet Enjoyment**

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

**11.2 Landlord's Water, Sewer and Utility Lines**

The Tenant acknowledges it has been advised of the existence of water, sewer and utility lines in, on, under and/or over the Premises that are used to service the Landlord's adjacent property, namely the paper mill property. The Tenant covenants and agrees to contact the Landlord prior to any digging, excavation or construction on the Premises so that the Landlord can supervise and be present during any such digging, excavation or construction (should it choose to do so, in its discretion). Furthermore, the Tenant covenants and agrees to refrain from disturbing any such water, sewer and utility lines and to indemnify and save harmless the Landlord if the Tenant, its agents, employees, officers, contractors, or assigns cause damage to the said lines and/or disruption to the Landlord's operations.

**11.3 Landlord's Right to Access**

The Landlord may access the Premises at any time, without notice, to repair damaged water, sewer and utility lines that service the adjacent mill property. The Landlord may access the Premises to inspect, upgrade or perform maintenance on the said lines upon giving 2 hours' notice to the Tenant and, more notice, if possible, if there will be a disruption to the Premises that may interfere with the Tenant's parking area or normal use of the Premises.

**11.4 Landlord's Right to Use a Room**

The parties agree that the Tenant shall designate one (1) room in the Premises as the Corner Brook Pulp and Paper training room which shall be suitable for such purpose. This room may be used by the Landlord, at any time, for those training purposes as the Landlord may deem, in its opinion, appropriate and the Landlord shall have access to such training room at all times without notice to the Tenant. Notwithstanding the foregoing, but subject to the remainder of this Lease (including Article 8.3 hereof), the Landlord shall not have the right to use any other part of the Premises without the prior written consent of the Tenant, it being understood that certain activities of the Tenant in the Premises may require the use by the Tenant of sensitive or otherwise confidential information or materials that may not be accessed by the Landlord.

## **Article 12 — Damage and Destruction**

### **12.1 Damage or Destruction to Premises**

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, the Landlord shall have the sole and absolute discretion regarding whether to repair and/or rebuild the Premises. Should the Landlord exercise its discretion to repair and/or rebuild the Premises, the Landlord shall have no obligation to repair and/or rebuild any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder.

### **12.2 Rights to Termination**

In the event that the Landlord should exercise its discretion not to repair and/or rebuild the Premises in the event that the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, the Landlord may terminate this Lease by giving to the Tenant, within thirty (30) days of such damage or destruction, notice of termination, and thereupon Rent and other payments hereunder shall be apportioned and paid to the date of such damage or destruction and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord.

### **12.3 Expropriation**

The Landlord and the Tenant will cooperate with each other regarding any expropriation of the Premises or any part thereof to address any impacts on their respective rights in this Lease and so that each receives the maximum award to which it is entitled at law.

## **Article 13 — Default**

### **13.1 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 such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord to the Tenant setting forth in reasonable detail the nature of the alleged breach:
  - (i) the Tenant fails to remedy such breach within ten (10) business days (or such shorter period as may be provided in this Lease); or
  - (ii) if such breach cannot reasonably be remedied within ten (10) business days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) business days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- (b) the Tenant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or 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) business days after the date of such taking;
- (f) the Tenant abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- (g) the Tenant moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises; or
- (h) any insurance policy covering any part of the Premises 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.

**13.2 Default and Remedies**

If and whenever 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 the following rights and remedies, which are cumulative and not alternative.

- (a) to terminate this Lease by notice to the Tenant and re-enter and re-possess the Premises and enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit should the Tenant fail and/or refuse to remove such property within thirty (30) days' of receiving written notice from the Landlord of the requirement to remove such property; and
- (b) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant.

**13.3 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, or with respect to any matter or thing which is the obligation of the Tenant under this Lease or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

**13.4 Remedies Cumulative**

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

**Article 14 — General**

**14.1 Entry**

- (1) The Landlord shall be entitled at any time during the Term;
  - (a) without notice to or consent by the Tenant to place on the exterior of the Premises the Landlord's usual notice(s) that the Premises are for rent; and
  - (b) to enter upon the Premises during normal business hours for the purpose of exhibiting same to prospective tenants upon 24 hours' notice to the Tenant.

(2) The Landlord may enter the Premises during normal business hours during the Term for the purpose of exhibiting the Premises to prospective Mortgagees and/or purchasers, or for the purpose of inspecting the Premises upon 24 hours' notice to the Tenant.

(3) The Landlord may enter the Premises at any time if there is an emergency or any question or concern about the condition, safety or security of the Premises.

(4) In this Article 14, the Landlord may provide notice by telephone, email or fax in addition to the other methods of giving notice set out in 14.4 below.

**14.2 Force Majeure**

- (a) Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder 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 such act shall be postponed for a period of time equivalent to the time lost by reason of such delays. The provisions of this Section 14.2 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.
- (b) 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 the Tenant to change its 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:
  - (i) the continued spread of the Virus;
  - (ii) the continuation of or renewed Governmental Response to control the spread of the Virus; or

- (iii) a Party's decision, made on an organization-wide basis, acting reasonably 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.

#### **14.3 Effect of Waiver or Forbearance**

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Tenant to the Landlord hereunder 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 at the time hercof or at any future time.

#### **14.4 Notices**

(1) Any notice, delivery, payment or tender of money or document(s) to the parties hereunder 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) and (b), as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received upon delivery of same or on the third business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

(2) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of the Canada Post Office shall be deemed to have been received only if delivered personally or sent by prepaid courier.

#### **14.5 Registration**

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease or any Transfer against the Premises. The Tenant may register a notice or caveat of this Lease provided that: (a) a copy of the Lease is not attached; and (b) no financial terms are disclosed. Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice or caveat.

#### **14.6 Number, Gender, Effect of Headings, Recitals**

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing 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. The recitals to this Agreement, including without limitation the specific amounts allocated to contributions of the Landlord as described therein, shall not affect the construction or interpretation of this Lease.

#### **14.7 Severability, Subdivision Control**

If any Article or Section or part or parts of an Article or Section in this Lease is or is held to be illegal or unenforceable, it or they 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 such Article or Section or part or parts thereof 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.

#### **14.8 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 and all appendices attached hereto 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.

#### **14.9 Successors and Assigns**

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

#### **14.10 Confidentiality and Personal Information**

Subject to the remainder of this paragraph, the contents, terms and conditions of this Lease shall be kept strictly confidential by the Tenant (unless otherwise agreed to in writing by the Landlord). The Tenant and the Landlord shall not, under any circumstances, discuss or reveal the details of this Lease with any arm's-length parties including, but not limited to, any prospective tenants, real estate agents or others, except legal and financial advisors, any *bona fide* Transferee, and except as may be required by law. The Tenant may, if required, reveal the details of this Lease

with ACOA and the Newfoundland and Labrador Department of Tourism, Culture, Industry and Innovation. Notwithstanding the foregoing, the Landlord acknowledges that the Tenant is subject to the *Access to Information and Protection of Privacy Act 2015*, SNL 2015 c. A-1.2 ("ATIPPA 2015") and any records it supplies to the Tenant, including this Lease, may be subject to requests under the ATIPPA 2015. In the event of a request to the Tenant for third party business information in its custody and control, including this Lease, information can be withheld only in accordance with the ATIPPA 2015, with advance notice of such disclosure to be provided to the Landlord where permitted by law and ATIPPA 2015.

**14.11 Counterparts**

This Lease may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Lease.

**14.12 Former Leases**

~~Any and all other leases of the Premises between the Landlord and Tenant are null and void.~~

**14.13 Survival**

The representations and indemnities set forth in sections 2.2, 7.3, 7.4 and 9.4 shall survive the termination or expiration of this Lease and shall continue without limit as to time.

[signature page to follow]

IN WITNESS WHEREOF the parties hereto have duly executed this Lease.

**LANDLORD:**

**CORNER BROOK PULP AND PAPER LIMITED**

s. 40(1)



Witness

**LISA PENNEY**  
A Commissioner of Oaths  
in and for the Province of Newfoundland  
My commission expires on December 31, 2023

s. 40(1)



Name: DARRIN S. POLLY  
Title: VICE PRESIDENT & GENERAL MANAGER  
I have authority to bind the Corporation

**TENANT:**

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**

s. 40(1)



Witness

s. 40(1)



Name: Iris Petten  
Title: Chair, Board of Regents

s. 40(1)



Witness

s. 40(1)



Name: Kent Decker  
Title: Bursar  
We have authority to bind the Corporation

## Appendix "A" Description and Survey of the Land

### DESCRIPTION OF LAND FOR KRUGER CIVIC NO. 1 MILL ROAD, CORNER BROOK, NL

All that piece or parcel of land situate and being at Corner Brook, abutted and bounded as follows, that is to say:

Beginning at a survey marker on the northwesterly limit of Main Street, the said point being the most southerly angle of the herein described parcel and having co-ordinates of North 5,423,905.830 and East 345,248.257;

Thence running by land of Ivan Cassell Limited Civic No. 7, north two degrees forty-seven minutes fourteen seconds west (N 2° 47' 14" W) fifty-three decimal three one zero (53.310) metres to a survey marker;

Thence running by the aforesaid land of Ivan Cassell Limited Civic No. 7, south eighty-seven degrees twelve minutes forty-seven seconds west (S 87° 12' 47" W) twenty-eight decimal zero four two (28.042) metres to a survey marker;

Thence running by the aforesaid land of Ivan Cassell Limited Civic No. 7, south two degrees forty-seven minutes fourteen seconds east (S 2° 47' 14" E) thirty-nine decimal seven one five (39.715) metres to a survey marker;

Thence running along the northeasterly limit of Mill Road, north thirty-four degrees nineteen minutes twelve seconds west (N 34° 19' 12" W) ten decimal nine six four (10.964) metres to a survey marker;

Thence running by land of Irving Oil Ltd., north three degrees four minutes forty-three seconds west (N 3° 04' 43" W) thirty decimal four one nine (30.419) metres to a survey marker;

Thence running by the aforesaid land of Irving Oil Ltd., north sixteen degrees thirty-two minutes seventeen seconds east (N 16° 32' 17" E) fifty decimal nine six three (50.963) metres to a survey marker;

Thence running by the aforesaid land of Irving Oil Ltd., north seventy-three degrees forty minutes thirty-six seconds west (N 73° 40' 36" W) fifteen decimal four zero one (15.401) metres to a survey marker;

Thence running by the aforesaid land of Irving Oil Ltd., south thirty degrees forty-five minutes twenty-four seconds west (S 30° 45' 24" W) nine decimal one four four (9.144) metres to a survey marker;

Thence running by the aforesaid land of Irving Oil Ltd., south twenty-eight degrees seventeen minutes twenty-four seconds west (S 28° 17' 24" W) ten decimal one eight nine (10.189) metres to a survey marker;

Thence running by the aforesaid land of Irving Oil Ltd., south twenty-eight degrees fourteen minutes fifty-eight seconds west (S 28° 14' 58" W) two decimal zero zero three (2.003) metres to a survey marker;

Thence running by the aforesaid land of Irving Oil Ltd., south twenty-three degrees six minutes seventeen seconds west (S 23° 06' 17" W) twelve decimal one nine two (12.192) metres to a survey marker;

Thence running by the aforesaid land of Irving Oil Ltd., south fourteen degrees twenty-eight minutes seventeen seconds west (S 14° 28' 17" W) twelve decimal one nine two (12.192) metres to a survey marker;

Thence running by the aforesaid land of Irving Oil Ltd., south six degrees thirty-two minutes ten seconds west (S 6° 32' 10" W) five decimal four eight four (5.484) metres to a survey marker;

Thence running along the aforesaid northeasterly limit of Mill Road, north twenty-nine degrees twenty-seven minutes fifty-one seconds west (N 29° 27' 51" W) forty-two decimal two four five (42.245) metres to a survey marker;

Thence running along the aforesaid northeasterly limit of Mill Road, along a curve in a clockwise direction having a radius of thirty decimal four eight (30.48) metres, to a point which is distant forty-five decimal three six nine (45.369) metres as measured on a bearing of north eighteen degrees forty-three minutes fifty-eight seconds east (N 18° 43' 58" E);

Thence running along the southeasterly limit of Lewin Parkway, north sixty-six degrees fifty-one minutes fifty-four seconds east (N 66° 51' 54" E) eighteen decimal six four seven (18.647) metres to a survey marker;

Thence running along the aforesaid southeasterly limit of Lewin Parkway, north eight degrees twenty-seven minutes four seconds east (N 8° 27' 04" E) four decimal five five seven (4.557) metres to a survey marker;

Thence running along the aforesaid southeasterly limit of Lewin Parkway, north sixty-six degrees forty-nine minutes fifty-seven seconds east (N 66° 49' 57" E) three decimal eight four seven (3.847) metres to a survey marker;

Thence running along the aforesaid southeasterly limit of Lewin Parkway, south seventy-eight degrees forty-seven minutes nine seconds east (S 78° 47' 09" E) six decimal eight eight five (6.885) metres to a survey marker;

Thence running along the aforesaid southeasterly limit of Lewin Parkway, north sixty-six degrees seven minutes thirty-two seconds east (N 66° 47' 32" E) seventy-one decimal one one one (71.111) metres to a survey marker;

Thence running along the aforesaid southeasterly limit of Lewin Parkway, north sixty-three degrees six minutes nineteen seconds east (N 63° 46' 19" E) seventeen decimal two zero six (17.206) metres to a survey marker;

Thence running by Crown Land, south eighty-one degrees thirteen minutes forty-one seconds east (S 81° 13' 41" E) forty-two decimal eight zero nine (42.809) metres to a survey marker;

Thence running by land of Stan Dawe Limited, south thirty-four degrees eight minutes twenty-six seconds west (S 34° 08' 26" W) twenty-six decimal three six four (26.364) metres to a survey marker;

Thence running by the aforesaid land of Stan Dawe Limited, north sixty-two degrees forty-three minutes forty seconds west (N 62° 43' 40" W) zero decimal seven four zero (0.740) metres to a survey marker;

Thence running by the aforesaid land of Stan Dawe Limited, south eight degrees ten minutes forty-four seconds west (S 8° 10' 44" W) sixty decimal four zero two (60.402) metres to a survey marker;

Thence running by land of George Decklebaum Civic No. 9, south eighty-nine degrees seven minutes five seconds west (S 89° 07' 05" W) forty-five decimal zero four eight (45.048) metres to a survey marker;

Thence running by the aforesaid land of George Decklebaum Civic No. 9, south zero degrees sixteen minutes thirty-one seconds east (S 0° 16' 31" E) twenty-one decimal three three six (21.336) metres to a survey marker;

Thence running by the aforesaid land of George Decklebaum Civic No. 9, north eighty-nine degrees fifty-six minutes thirty-one seconds west (N 89° 56' 31" W) twelve decimal six seven seven (12.677) metres to a survey marker;

Thence running by the aforesaid land of George Decklebaum Civic No. 9, south zero degrees three minutes twenty-nine seconds west (S 0° 03' 29" W) seventy-three decimal eight nine three (73.893) metres to a survey marker;

Thence running along the northwesterly limit of Main Street, south fifty-six degrees thirty-three minutes twenty seconds west (S 56° 33' 20" W) seven decimal three three seven (7.337) metres, more or less, to the point of beginning and being more particularly shown and delineated on the attached plan;

The above described land contains an area of one decimal three zero five (1.305) hectares; more or less;

The above described land is subject to a Transmission Line Easement fifteen (15) metres wide as shown and delineated on the attached plan;

The above described land is subject to land leased by Irving Oil Ltd., as shown and delineated on the attached plan;

The above described land is subject to a Pipeline Reserve Corner Brook Pulp & Paper Ltd. nine decimal one four five (9.145) metres wide as shown and delineated on the attached plan;

All bearings referenced to the Meridian of fifty-eight degrees thirty minutes west longitude of the Three Degree Modified Transverse Mercator Projection, Zone 3, NAD 83 for the Province of Newfoundland and Labrador.

Yates and Woods Limited  
19173

July 16, 2019





**Appendix "B"**  
**List of Makerspace Equipment**

Item	Description	Technical Requirements	Size	Notes
1. CNC plasma cutter	ICON Elite CNC plasma cutting system	120VAC 15 Amps. See layout instructions	Size (W x D x H ) 4'x4'+ peripherals	Both the control box and the computer must be connected to the supplied power bar which can be connected to a standard 120V circuit
2. CNC router	MillRight CNC Power Route	single phase, 120V Ideally router plugged into a different circuit than the machine's electronics box	49" x 39" x 29"	*This isn't a necessity, but it will help reduce electrical noise on the circuit on which the machine is operating.
3. Angle grinder	Festool AGC 18-125 Cordless Angle Grinder			
4. Blast cabinet	Vapor Honing Technologies-VH-800P-Wet-blasting Cabinet (NOT for greasy parts)	110V Single Phase Power-Supply	36"W x 35"D x 5' 8"H	Requires 20-120psi @ 15-20 CFM
5. Welding equipment	5 a. Miller Multimatic® 255 MIG, Stick and TIG capable	220VAC (Nominal)		
	5 b. Lincoln PowerMIG® 260 MIG and Flux-cored welding machine	Input Power 208/230/460/575 V, 1 ph		
	5 c. Chicago Electric 240v Spot. Spot welder	220VAC (Nominal)		
6. Planer	Planer HL 850 E-F-Plus	850 watt		Chip extraction via connection to dust collection system
7. Bench grinder	7 a. Rikon 8" Low-Speed Grinder			Dust pick-up: 1 1/4" O.D.
	7 b. Router JOF 2200 EB- F-Plus	2 200 watt		Dust extraction connection dia. 1-1/16"/1-7/16"
8. Compound mitre saw	KAPEX KS 120 REB Sliding Compound Miter Saw	120 V/60 Hz 1 600 watt	28"x 19-3/4"x 18-1/2" work height 35-1/2"	Dust extraction up to 91% with behind the cut dust hood and pivoting 36 mm hose.
9. Disc sander	Grinding Wheel/Disc Sander			
10. Belt sander	Belt Sander/Grinder			
11. Wood lathe				

12. Band saw	Laguna MODEL LT18 SE	220 V (1 or 3 phase available), 30 Amp breaker	19" x 25" x 77-1/2". Location close to power source and dust collection.	Dust Port: 4" O.D. sawdust extraction is very important. Achieved by connecting a dust extraction hose to the back of the machine with a minimum capacity of 1000 CFM
13. Table saw	SawStop CNS175-TGP52 - 1.75HP Contractor Table Saw w/52" Rails and ICS Mobile base + floating dust collection arm	230V 3 phase 17.8A	23 3/4" W x 27" + ext. 40 1/8" W x 27"	floating dust collection arm
14. Drill press	Rikon 12" Variable-Speed Drill Press		9 7/8" x 16 1/8" x 38"	
15. Joiner	Domino DF 500 Q Joiner	120 V/60 Hz 420 W		Dust extraction connection dia. 27mm
16. Vinyl cutter	Roland GS 24 Cutter + stand	AC 100 to 240 V ±10 % 50/60 Hz 1.7 A	33.5 in (W) X 12.2 (D) X 40.75 (H)	No ventilation requirements
17. Graphic PCs (x2)	17 a. iMac Pro			
	17 b. Surface studio			
18. Solder stations (2x)	Hakko FX888D-29BY Digital Soldering Station	120 volts, 70 watts		
19. Industrial sewing machine	Consew 206RB-5 Walking Foot Sewing Machine		Bed size 7" x 18 7/8"	No ventilation requirements
20. Standard sewing machine	Bernina 330 sewing machine			No ventilation requirements
21. Embroidering machine	PRS100 Brother Embroidery machine			No ventilation requirements
22. CNC textiles machine	TC2	100-240 VAC, 50-60 Hz, single phase. 16-32 A	4'W x 4'10"L x 5'H	Temp 18-28°C, Humidity 30-65%
23. CNC laser cutter w/ filter box	23 a. Epilog Fusion M2 32 75 Watt	Auto-switching power supply accommodates 110 to 240 volts, 50 or 60 Hz, single phase	52.5" x 33.75" x 40.75". (37.75" D w/ exhaust plenum)	650 CFM (1104 m3/ hr) external exhaust to the outside or internal
	23 b. FiltraBox Expand 1	230/120 V, 50-60 Hz, 1.1 kW	44" x 29" x 28"	Handles above exhaust reqs w/ 3 filter stages (incl HEPA)
	23 c. Gast miniture compressor	115V, 4.2a, 60 Hz		
24. 3D printers	24 a. Markforged Mark II FDM printer	100-240 VAC, 150 W (2 A peak)	23 x 13 x 14 in	
	24 b. Ultimaker S5 Large format dual extruder FDM printer	100-240 VAC, 50-60 Hz Max. 600 W output	495 x 585 x 780 mm	15 - 32 °C, 10 - 90% RH non-condensing

	<b>24.c. Material handling station for Ultimaker S5</b>	<b>Power input : 85 - 264 VAC, max 125W Power output : max 10A (for Ultimaker S5)</b>	<b>491 x 438 x 400 mm (19.3 x 17.2 x 15.7 in)</b>	
	<b>24 c. Elegoo Mars. Resin printer</b>	<b>100-240 VAC, 50-60 Hz</b>	<b>7.87 x 7.87 x 16.14"</b>	
	<b>24 d. Tiertime UP300. FDM printer</b>	<b>110-240VAC, 50-60Hz, 180W</b>	<b>20.5" (w) x 19.6" (d) x 18.1" (h)</b>	<b>HEPA and Activated Carbon Filters v2</b>
<b>25. 3D scanner</b>	<b>Einscan Pro 2X + Multifunctional handheld 3D scanner</b>			
<b>26. Dust extractor</b>	<b>Festool CT 36 E</b>	<b>Power consumption: 350 W-1,200 W Max. appliance socket connected load: 2400 W</b>	<b>24.8" x 14.4" x 23.4" (mobile)</b>	<b>Approved for dust category M fine filter. Airflow max.: 3,900l/min (137 cfm). Max. vacuum: 24,000 Pa</b>
<b>27. TC2 Digital Loom</b>			<b>122 x 149 x 155cm</b>	<b>Vacuum pump</b>

APPENDIX C



61 Park Street  
Corner Brook, NL  
A2H 2X1

Bus: (709) 640-1354  
Fax: (709) 638-4244  
Email: [onehook@toalltech.com](mailto:onehook@toalltech.com)

April 14, 2020

Corner Brook Pulp and Paper Limited  
1 Mill Road  
Corner Brook, NL A2H 6J4

RE: Hazardous Materials Abatement Procedures – Former CBPPL Administration Building, 1 Mill Road, Corner Brook, NL

Attention: Glenn Fisher,

As per your request, ALL-TECH Environmental Services Limited (ALL-TECH) has developed the following work procedures pertaining to the removal of hazardous materials at the former Administration Building located at 1 Mill Road, Corner Brook, NL. The following specific work procedures have been developed to correctly remove and dispose of asbestos containing materials (ACM), Lead Paint, Polychlorinated biphenyls (PCB's), Mercury and Chlorofluorocarbons (CFC's) containing equipment within the entire building.

If there are any questions regarding the work procedures described above, please feel free to contact me at [redacted] or via email at [onehook@toalltech.com](mailto:onehook@toalltech.com).

Thank you, s. 40(1)

[redacted signature block]

s. 40(1)

Orven Newhook, B.Sc.  
Industrial Hygienist  
ALL-TECH Environmental Services Ltd.

Enclosed:

- APPENDIX I – Asbestos Abatement Procedures
- APPENDIX II – Lead Abatement Procedures
- APPENDIX III – Disposal Procedures for PCB Containing Material
- APPENDIX IV – Disposal Procedures for Mercury
- APPENDIX V – Disposal Procedures for Chlorofluorocarbons (CFCs)

**APPENDIX I**  
**Asbestos Abatement Procedures**  
**Former Administration Building**  
**1 Mill Road**

Location	Estimated ACM Quantities	Abatement Procedures
<p><b>1 Mill Road, Corner Brook, NL</b></p> <p><b>(All Rooms and Office Space within the building)</b></p>	<ul style="list-style-type: none"> <li>➤ All asbestos containing plaster walls and ceilings</li> <li>➤ 292 ft<sup>2</sup> of asbestos containing floor tiles and vinyl sheet flooring</li> <li>➤ All mould contaminated walls, ceilings and floors</li> </ul>	<ul style="list-style-type: none"> <li>➤ The abatement contractor must hold a valid asbestos abatement contractor's certificate.</li> <li>➤ All work is to be carried out following TYPE III (high risk) asbestos abatement procedures in accordance to <i>Asbestos Abatement Regulations, 1998</i> under the <i>Occupational Health and Safety Act (O.C . 98-730)</i>, Newfoundland and Labrador Regulation 111/98.</li> <li>➤ Prior to removal the area must be enclosed to prevent the migration of dust to any adjacent areas.</li> <li>➤ Area is to be unoccupied during this work. Proper asbestos warning signage is to be posted at all entrances.</li> <li>➤ A decontamination area shall be set up adjacent to the entrance to the work area including a corridor leading to a shower room and a clean room.</li> <li>➤ The contractor must arrange for ventilation equipped with HEPA filtration to provide a minimum of 4 air changes per hour and maintain a negative pressure of -0.02 inches H<sub>2</sub>O.</li> <li>➤ Asbestos containing materials must be thoroughly sprayed with amended water until saturated prior to removal.</li> <li>➤ Full face PAPR respirators equipped with HEPA filters are required during this work.</li> <li>➤ Personal protective equipment including CSA approved footwear and full body disposable Tyvek coveralls are required during abatement. Used coveralls are to be treated and disposed as asbestos waste.</li> <li>➤ Where access to ACM located at heights 3</li> </ul>

Location	Estimated ACM Quantities	Abatement Procedures
		<p>meters or above is required, the contractor is to provide safe access to these materials according to <i>Occupational Health and Safety Regulations, 2009 (Part X and XI)</i> under the <i>Occupational Health and Safety Act (O.C . 2009-233)</i>, Newfoundland and Labrador Regulation 70/09.</p> <ul style="list-style-type: none"> <li>➤ All drywall must be removed.</li> <li>➤ All floor tiles must be removed.</li> <li>➤ All mould contaminated materials must be removed.</li> </ul>
		<ul style="list-style-type: none"> <li>➤ <del>All areas inside the enclosure are to be HEPA vacuumed and wet wiped until completely free of dust and debris.</del></li> <li>➤ All asbestos contaminated waste must be contained and disposed of according to <i>Asbestos Abatement Regulations, 1998</i> under the <i>Occupational Health and Safety Act (O.C . 98-730)</i>, Newfoundland and Labrador Regulation 111/98.</li> <li>➤ ALL-TECH will be onsite full time to provide inspections and air monitoring during this work.</li> </ul>
<p><b>Crawlspace</b></p>	<ul style="list-style-type: none"> <li>➤ 600 LF pipe insulation</li> <li>➤ Asbestos debris in soil</li> </ul>	<ul style="list-style-type: none"> <li>➤ The crawl space is considered a <b>CONFINED SPACE.</b> <ul style="list-style-type: none"> <li>○ ALL Workers performing work in the crawlspace area are to have up to date confined space training</li> <li>○ Atmospheric monitoring and confined space attendant will be provided by ALL-TECH.</li> <li>○ The CBPPL confined space rescue team will be on standby should rescue be needed.</li> </ul> </li> <li>➤ All piping insulation located in the Crawlspace is to be removed using approved glove bag removal techniques.           <ul style="list-style-type: none"> <li>○ A polyethylene drop sheet should be placed below the work area prior to</li> </ul> </li> </ul>

Location	Estimated ACM Quantities	Abatement Procedures
		<p>commencing work</p> <ul style="list-style-type: none"> <li>○ Any debris found in the soil floor is to be cleaned and removed by digging down 6 inches into soil floor.</li> <li>○ A self-containing glove bag is to be sealed around pipe and/or elbow (or set of elbows if they are close enough together)</li> <li>○ Pump sprayers are required to wet ACM inside the glove bag prior to removal.</li> <li>○ HEPA vacuums are required to provide negative air pressure inside the glove bag during the removal.</li> <li>○ The exposed pipe is to be wire brushed.</li> <li>○ All pipe ends and exposed pipe are to be sealed/encapsulated upon the completion of removal.</li> </ul> <ul style="list-style-type: none"> <li>➤ Full face PAPR respirators equipped with HEPA filters are required during this work.</li> <li>➤ Full body disposable Tyvek coveralls are required during abatement. Used coveralls are to be treated and disposed as asbestos waste.</li> <li>➤ Area is to be unoccupied during this work. Proper asbestos warning signage is to be posted at all entrances.</li> <li>➤ All asbestos contaminated waste must be contained and disposed of according to <i>Asbestos Abatement Regulations, 1998</i> under the <i>Occupational Health and Safety Act (O.C . 98-730)</i>, Newfoundland and Labrador Regulation 111/98.</li> <li>➤ ALL-TECH will be onsite full time to provide inspections and air monitoring during this work.</li> </ul>

**APPENDIX II**  
**Lead Abatement Procedures**  
**Former Administration Building**  
**1 Mill Road**

Location	Estimated Lead Quantities	Abatement Procedures
<p><b>1 Mill Road, Corner Brook, NL</b></p> <p><b>(All Rooms and Office Space within the building)</b></p>	<ul style="list-style-type: none"> <li>➤ All beige Wall Paint</li> <li>➤ All green trim paint</li> <li>➤ All light green wall paint</li> <li>➤ All white wall paint</li> <li>➤ All dark beige wall paint</li> <li>➤ All grey wall paint</li> <li>➤ All periwinkle wall paint</li> <li>➤ All white wall paint</li> </ul>	<ul style="list-style-type: none"> <li>➤ Enclose the work areas as identified and remove all lead-based paint materials under Type III Lead Abatement utilizing Type III Enclosures.</li> <li>➤ Apply negative air pressure during the removal of Lead containing paint. Negative air pressure should provide one complete air exchange inside the work area every fifteen minutes or measure as -0.02 inches of water on a pressure differential monitor.</li> <li>➤ All lead containing paint that is below the provincial regulations of &gt;5mg/L leachable lead can be disposed of in a regular landfill.</li> <li>➤ Full face PAPR respirators equipped with HEPA filters are required during this work.</li> <li>➤ Personal protective equipment including CSA approved footwear and full body disposable Tyvek coveralls are required during abatement. Used coveralls are to be treated and disposed as waste.</li> <li>➤ Where access to lead surfaces located at heights 3 meters or above is required, the contractor is to provide safe access to these materials according to <i>Occupational Health and Safety Regulations, 2009 (Part X and XI)</i> under the <i>Occupational Health and Safety Act (O.C. 2009-233)</i>, Newfoundland and Labrador Regulation 70/09</li> <li>➤ All areas inside the enclosure are to be HEPA vacuumed until completely free of dust and paint debris.</li> <li>➤ ALL-TECH will be onsite full time to provide inspections and air monitoring during this work.</li> </ul>

Location	Estimated Lead Quantities	Abatement Procedures
Exterior	All Exterior Lead Containing Paint: <ul style="list-style-type: none"> <li>• White Paint</li> <li>• Green Paint</li> </ul>	<ul style="list-style-type: none"> <li>➤ A perimeter of 10 feet around the building shall be erected with caution tape to ensure no unauthorized entry into the workspace.</li> <li>➤ A groundsheet shall be placed under the work area to collect any paint debris that may fall during the abatement</li> <li>➤ All lead containing paint that is below the provincial regulations of &gt;5mg/L leachable lead can be disposed of in a regular landfill.</li> </ul>
		<ul style="list-style-type: none"> <li>➤ <del>1/2 face tight fitting respirators equipped with P-100 HEPA filters are required during this work.</del></li> <li>➤ Personal protective equipment including CSA approved footwear and full body disposable Tyvek coveralls are required during abatement. Used coveralls are to be treated and disposed as waste.</li> <li>➤ Where access to lead surfaces located at heights 3 meters or above is required, the contractor is to provide safe access to these materials according to <i>Occupational Health and Safety Regulations, 2009 (Part X and XI)</i> under the <i>Occupational Health and Safety Act (O.C. 2009-233)</i>, Newfoundland and Labrador Regulation 70/09</li> <li>➤ All loose and flaking paint on the exterior of the building is to be removed using a combination of the following two procedures:               <ul style="list-style-type: none"> <li>• <b>Scraping:</b> <ul style="list-style-type: none"> <li>○ The work area must be wetted prior to removal, and must remain wet during all</li> </ul> </li> </ul> </li> </ul>

Location	Estimated Lead Quantities	Abatement Procedures
		<p>removal activities</p> <ul style="list-style-type: none"> <li>○ All loose and flaking paint is to be scraped off of the surface where it will fall to the groundsheet below.</li> <li>○ Accumulated paint on the groundsheet must remain wet until it is collected and placed into containers for disposal.</li> </ul> <ul style="list-style-type: none"> <li>▪ <b>Vacuuming:</b> <ul style="list-style-type: none"> <li>○ Loose and flaking paint can be removed from the exterior of the building using a HEPA filtered vacuum.                             <ul style="list-style-type: none"> <li>▪ A stiff bristle, or flat hard plastic attachment is recommended to ensure all flaking paint is removed.</li> </ul> </li> <li>○ Any fallen debris that collects on the groundsheet is to be wetted and collected into appropriate disposal containers</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>➤ Following completion of a work area the groundsheet is to be rolled into itself and disposed of as contaminated waste.</li> <li>➤ ALL-TECH will be onsite full time to provide inspections and air monitoring during this work.</li> </ul>

**APPENDIX III**  
**Disposal Procedures for PCB Containing Material**  
**Former Administration Building**  
**1 Mill Road**

Location	Estimated Quantities	Disposal Procedures
<p><b>1 Mill Road, Corner Brook, NL</b></p> <p><b>(All Rooms and Office Space within the building)</b></p>	<p>➤ <b>Unknown - Light ballasts</b></p>	<p>➤ <b>All light ballasts are to be carefully removed and inspected before disposal.</b></p> <p>➤ <b>All removed light ballasts if identified as PCB containing are to be stored in a secure location in appropriate containers, so they are protected from accidental damage and leaks.</b></p> <p>➤ <b>All light ballasts are to be disposed of as hazardous waste. Correct PCB disposal procedures should be in place.</b></p> <p>➤ <b>All light ballasts must be disposed of according to <i>The Environmental Contaminants Act, the Chlorobiphenyl Regulations No. 1.</i></b></p> <p>➤ <b>ALL-TECH will be onsite full time to provide inspections during this work.</b></p>

**APPENDIX IV**  
**Disposal Procedures for Mercury**  
**Former Administration Building**  
**1 Mill Road**

Location	Estimated Quantities	Disposal Procedures
<p><b>1 Mill Road, Corner Brook, NL</b></p> <p><b>(All Rooms and Office Space within the building)</b></p>	<ul style="list-style-type: none"> <li>➤ Unknown – fluorescent light tubes and thermostats</li> </ul>	<ul style="list-style-type: none"> <li>➤ All fluorescent light tubes and mercury containing thermostats should be properly identified and are to be carefully removed so as not to break them.</li> <li>➤ All removed light tubes and thermostats are to be stored in a secure location, so they are protected from accidental breakage.</li> <li>➤ All mercury containing fluorescent light tubes and thermostats must be disposed of according to <i>The Canadian Environmental Protection Act, 1999 Schedule I Toxic Substances</i>.</li> <li>➤ ALL-TECH will be onsite full time to provide inspections during this work.</li> </ul>

**APPENDIX V**  
**Disposal Procedures for Chlorofluorocarbons (CFCs)**  
**Former Administration Building**  
**1 Mill Road**

Location	Estimated Quantities	Disposal Procedures
<p><b>1 Mill Road, Corner Brook, NL</b></p> <p><b>(All Rooms and Office Space within the building)</b></p>	<p>➤ <b>Unknow – Air conditioning units and drinking fountain</b></p>	<p>➤ <b>All cooling equipment should be properly identified and disposed of.</b></p> <p>➤ <b>All removed cooling equipment should be stored in a secure location.</b></p> <p>➤ <b>All CFC containing equipment must be disposed of according to <i>The Canadian Environmental Protection Act, 1999 Schedule I Toxic Substances.</i></b></p> <p>➤ <b>ALL-TECH will be onsite full time to provide inspections during this work.</b></p>

J

June 6, 2021, R. Luther

Asbestos caulking was discovered around the windows and must also be remediated by Corner Brook Pulp and Paper. This work is planned to be completed by the end of August 2021 in conjunction with the removal of the existing windows.



PORT OF ARGENTIA  
LEASE RENEWAL/AMENDMENT

LESSOR Port of Argentia Inc.

LESSEE Memorial University of Newfoundland

LEASE AGREEMENT LOCATION Southwest end of runway, Northside, Argentia, NL

ORIGINAL LEASE AGREEMENT DATE September 1, 2012

COMMENCEMENT DATE September 1, 2012

ORIGINAL TERM September 1, 2012 – March 31, 2013

REVISED TERM (1) April 1, 2013 – March 31, 2014

REVISED TERM (2) April 1, 2014 – March 31, 2015

REVISED TERM (3) April 1, 2015 – March 31, 2016

REVISED TERM (4) April 1, 2016 – March 31, 2017

REVISED TERM (5) April 1, 2017 – September 30, 2017

REVISED TERM (6) October 1, 2017 – December 31, 2017

REVISED TERM (7) January 1, 2018 – March 31, 2018

REVISED TERM (8) April 1, 2018 – June 30, 2018

REVISED TERM (9) July 1, 2018 – September 30, 2018

REVISED TERM (10) October 1, 2018 – December 31, 2018

REVISED TERM (11) January 1, 2019 – March 31, 2019

REVISED TERM (12) April 1, 2019 – September 30, 2019

REVISED TERM (13) October 1, 2019 – March 31, 2020

REVISED TERM (14) April 1, 2020 – September 30, 2020

REVISED TERM (15) October 1, 2020 – September 30, 2021

REVISED TERM (16) October 1, 2021 – December 31, 2022

LEASE RENTAL RATE \$500.00 per month plus HST

RENEWED LEASE RENTAL RATE \$500.00 per month plus HST

All other Terms & Conditions of original lease remain unchanged.

ACCEPTED

s. 40(1) [Redacted]  
Witness

[Redacted] s. 40(1)  
\_\_\_\_\_  
Scott Penney, CEO  
Argentia Management Authority

Sep 28/21  
Date

s. 40(1) [Redacted]  
Witness

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

2021 11 01  
Date  
2021 10 29

s. 40(1)

s. 40(1)