

THIS LEASE made at St. John's, in the Province of Newfoundland and Labrador
this *9th* day of *December*, 2003.

BETWEEN:

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

(hereinafter referred to as the "Lessor"),

OF THE ONE PART,

AND:

**AUTISM SOCIETY OF NEWFOUNDLAND AND
LABRADOR**, a body corporate incorporated under the laws
of the Province of Newfoundland and Labrador,

(hereinafter referred to as the "Lessee")

OF THE OTHER PART.

The Lessor, being the freehold owner free and clear of all encumbrances of ALL THAT
piece or parcel of land more particularly indicated on the sketch in Schedule "A"
attached hereto (which Schedule "A" forms part and parcel of these presents)
(hereinafter called the "Demised Land"), does hereby demise and lease as beneficial
owner to the Lessee ALL THE Demised Land saving and excepting thereout and
therefrom all Mines and Minerals within, upon or under the Demised Land, to be held by
it, as Lessee, for the term of ninety-nine (99) years from the 1st day of December, A.D.,
2003 until the 30th day of November, A.D., 2102 (hereinafter called the "Term"), unless

sooner terminated as hereinafter provided, at a yearly rental of One (\$1.00) Dollar, of lawful money of Canada, payable in advance on or before the 1st day of December in each year during the Term hereof, and subject to the covenants and powers herein contained;

NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the rents hereby reserved and the mutual terms, covenants and conditions hereinafter provided, the Lessor and the Lessee hereby covenant and agree as follows:

1. The Lessee covenants and agrees with the Lessor to use the Demised Land and to continuously occupy the same for the purpose of demolishing and removing the existing structures thereon and constructing, operating, maintaining, improving, repairing and rebuilding a building or buildings, structures and improvements (hereinafter together called the "Development") to be used as a Provincial Opportunity Centre for Persons with Autism and any purpose incidental thereto and for such educational purposes of the Lessor as may from time to time be agreed between the Lessor and the Lessee (such uses and purposes being hereinafter sometimes called an Autism Centre).
2. The Lessee covenants and agrees with the Lessor:

- a. At the earliest reasonably possible time having regard to all the circumstances, to demolish and remove the existing structures on the Demised Land and to erect and construct on the Demised Land the Development to be used and occupied by the Lessee throughout the Term of this Lease as in this Lease provided;

- b. To build, construct or install such roadways and sidewalks as are in the opinion of the Lessee reasonably necessary for the Lessee to conveniently use the Demised Land as an Autism Centre and to obtain access thereto from the public roadways adjoining the Demised Land;

- c. To install or cause to be installed upon or beneath the Demised Land (subject, always, with respect to the Utility Way, to the provisions of paragraph 13), such transmission lines, conduits, pipes, fittings, transformers and other appurtenances as may be required to convey to or from any building or structure upon the Demised Land, the following utility services, hereinafter referred to as "Utility Services":
 - i. Water from such point or points in waterlines owned or operated by the City of St. John's or other suppliers as the City of St. John's or such other supplier may designate,

- ii. Sanitary sewage and storm sewers, from such point or points respectively in the sanitary sewer lines and storm sewer lines operated by the City of St. John's as the City of St. John's may designate,

- iii. Electricity from such point or points in the Lessor's electrical power distribution system as the Lessor may designate,

- iv. Telephone service and any other communication service from such point or points in transmission lines or other means of delivery owned by the Aliant Telecom Inc. or other supplier of the same as the case may be may designate,

- d. To obtain, at the Lessee's sole expense, all permits and approvals necessary for the development of the Demised Land as an Autism Centre;

- e. To construct the building and/or buildings on the Demised Land for the Autism Centre in accordance with all Government standards and requirements;

- f. The Lessee shall be solely responsible for construction safety at the

Demised Land and for compliance with all Governmental requirements concerning development of the Demised Land;

- g. The Lessee shall indemnify and hold harmless the Lessor from and against any and all claims, demands, losses, costs, expenses, damages, actions, suits or proceedings that arise out of, or are in any way attributable to the Lessee's development of the Demised Land;
- h. The Lessee shall provide the Lessor with proof of the Lessee's general liability insurance with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof, with a property damage deductible of \$500.00, and maintain such insurance throughout the period during which construction work is being performed on the Demised Land; and
- i. Construction on and improvement of the Demised Land is to be performed entirely at the Lessee's risk and in the event that the Lessee does not complete the said construction and improvements, the Lessor has no obligation to compensate the Lessee concerning any improvements and work that the Lessee has performed or made at, on or to the Demised Land and the Lessee shall be responsible for all costs and expenses associated with removal and demolition of partially completed

construction and improvements.

3. The Lessor shall, if so requested by the Lessee at any time or times during the Term of this Lease, grant to the Lessee such easements and rights-of-way (in this Lease called the "Utility Way") as the Lessee may reasonably require for the installation, maintenance and repair, at the Lessee's expense, of Utility Services, and other equipment and facilities related thereto, or any of them, on, over and under any of the Lessor's lands other than the Demised Land, provided, that upon completion of any excavation work required for any such installation, maintenance and repair, the Lessee will, without delay, restore the surface of the ground, including paved surfaces, as nearly as possible to its original condition and repair any subsidence that may occur by reason of any such installation, maintenance or repair.

4. Notwithstanding the provisions of paragraph 2, the Lessee covenants and agrees that prior to demolishing or removing or erecting or constructing any building or buildings upon the Demised Land, it will consult with the Lessor and obtain its written approval respecting:
 - a. Demolition and removal of any structures;

 - b. The plot plan of the building or buildings to be used as an Autism Centre, their location and elevation on the Demised Land, the proposed

landscaping thereof, vehicle and pedestrian approaches thereto, and the location of all utility services and parking lots for motor vehicles and;

- c. The plans and specifications of the proposed buildings to be used as an Autism Centre;

so that the Lessor may review the exterior appearance of the Development and be reasonably satisfied that it is architecturally and aesthetically acceptable to the Lessor.

5. The Lessee covenants and agrees with the Lessor:
 - a. To keep and maintain its buildings, Utility Services (whether located on the Demised Land or elsewhere), roads, walks, landscaping and related site development in a good state of repair and to maintain the Demised Land in a good and proper and husband-like manner;
6. The Lessee covenants and agrees with the Lessor to:
 - a. Provide for the removal of snow in respect of any sidewalks, roads and parking areas installed by the Lessee on the Demised Land;

- b. Provide on the Demised Land suitable parking areas for its employees, servants, agents and visitors;
- c. Be responsible for the landscaping of the Demised Land and the care and maintenance thereof;
- d. Make suitable arrangements for the removal of garbage on the Demised Land;
- e. Keep and maintain the Development in a good state of repair;
- f. Pay for the cost of any and all Utility Services (including sewer charges) which it uses in connection with the operation of the Development on the Demised Land;
- g. Pay to the Lessor the rent hereby reserved in the manner hereinbefore stipulated without any deduction whatsoever during the term of this Lease or any renewal thereof;
- h. Observe and perform all the covenants, conditions or provisos and agreements of this Lease on the part of the Lessee to be observed and performed.

7. The Lessor and the Lessee covenant and agree as follows:
- a. That title to and the ownership of the building or buildings (and all equipment, furniture and fixtures) of the Lessee constructed by the Lessee upon the Demised Land and installed thereon and therein and all alterations, additions, changes, substitutions or improvements thereto, shall at all times during the Term, be vested in the Lessee, notwithstanding any rule of law as to immediate vesting of title and ownership of the building in the Lessor as owner of the freehold. All of such building or buildings, and fixed improvements shall be deemed as between the Lessor and the Lessee, during this Lease, as the same may be renewed or extended and such new lease, as such new lease may be extended or renewed, all as aforesaid, to be the separate property of the Lessee and not of the Lessor but subject to and governed by all the provisions of this Lease applicable thereto, or, if any such new lease is entered into by the parties hereto, as aforesaid, then subject to and governed by all the provisions of such new lease applicable thereto, notwithstanding such right of the Lessee.
 - b. The Lessee shall at its expense at the end of the Term or sooner termination thereof, or any extension or extensions or any renewal or

renewals of this Lease remove or demolish the building or buildings and other fixed improvements which the Lessee may construct upon the Demised Land from time to time and remove all debris therefrom and fill in any basement excavated under such building or buildings leaving the Demised Land in a level and clean condition and landscaped reasonably satisfactory to the Lessor, provided that the Lessor shall have the option to be exercised in writing not less than six (6) months before the end of the Term or any extension or extensions or any renewal or renewals of this Lease of purchasing the building or buildings from the Lessee at its or their respective fair market value.

- c. In no circumstances shall there be any dealings with this Lease or the buildings, structures or improvements erected and installed by the Lessee unless both the Lease and the Development are thereby dealt with, the intent hereof being that at no time shall there be a severance of the interests of the Lessee in the Lease and the buildings, structures or improvements. The Lessee acknowledges that all such dealings shall require prior written approval of the Lessor which approval may not be unreasonably withheld. The Lessee further acknowledges that in the event the Lessee ceases to continuously occupy and use the Demised Land and building or buildings as an Autism Centre and any purpose incidental thereto, the Term hereby granted shall thereupon terminate;

- d. At any time after 2006, if the Lessor decides at any time during the Term or any extension or extensions thereof or any renewal or renewals of this Lease that it requires the Demised Land for any purpose, then the Lessor has the right to terminate this Lease by giving 6 months' notice in writing to the Lessee and by purchasing the building or buildings from the Lessee at its or their respective fair market value; and the Lessee agrees to vacate the Demised Land and the Lessor agrees to pay the purchase price on the date which is 6 months after the date on which the said notice of termination is received by the Lessee;
- e. In the event the building or buildings, structures or improvements by the Lessee on the Demised Land are damaged, partially destroyed or wholly destroyed by fire or other cause whatsoever, the Lessee shall have the right to rebuild at its expense any such building or buildings if it so chooses subject to consultation, as provided in paragraph 4 of this Lease.
- f. In the event the Lessee is unable or unwilling to repair or replace any damaged or destroyed buildings, structures or improvements, the Lessee shall at its expense demolish any remaining portions of any damaged or destroyed building and remove all debris therefrom and fill in any basement excavated under such building or buildings thereby leaving the

Demised Land in a level and clean condition and landscaped reasonably satisfactory to the Lessor and in that event the Term of this Lease shall terminate.

- g. In the event that the Lessor decides to purchase the building and/or buildings from the Lessee at its or their respective fair market value, the fair market value of the building or buildings shall be determined as follows:
 - i. The Lessor and Lessee shall forthwith jointly obtain, and share equally the costs of obtaining, Appraisal Reports from three independent appraisal firms;
 - ii. The Appraisal Reports shall concern only the value of the building and/or buildings (since the value of the Demised Land is not in issue);
 - iii. The Appraisal Reports shall, amongst all other valuation considerations, take into consideration depreciation and deterioration factors and such restrictions on use as may be in place for property located within Pippy Park;

- iv. If the three Appraisal Reports are within a 10% deviation of each other concerning the fair market value of the building and/or buildings, then the average of the three fair market values will be used to determine the purchase price;
 - v. If one of the three Appraisal Reports deviates greater than 10% from the others, then the fair market value of the building and/or buildings will be determined by taking the average of the fair market values presented in the other two Appraisal Reports and that average will be used to determine the purchase price.
8. The Lessee shall pay, as additional rent, to the lawful taxing authority when due, all property and business taxes and all other taxes, rates, levies, license fees and charges claimed, levied or assessed in respect of the Lessee's use or occupancy of the Demised Land or the buildings or the equipment, machinery, or fixtures brought thereon or belonging to the Tenant, or to anyone occupying the Demises Land with the Lessee's consent, and pay to the Lessor upon demand the portion of any tax, grant in lieu of tax, rate, duty, fee, levy or charge paid, levied or assessed upon the Demised Land or any part thereof that is attributable to the building or buildings and any tenant's improvements or fixtures on the Demised Land constructed by or on behalf of or belonging to the Tenant, including penalties for late payment thereof; PROVIDED, HOWEVER, that each

of the parties hereto, in the name of the Lessor, shall have the right, from time to time and at any time, in good faith to challenge the right of any taxing authority to levy such taxes or any of them, the amount thereof or the obligation of the Lessor or Lessee to pay the same.

9. The Lessee covenants and agrees not to do or omit to do or permit to be done or omitted anything upon or in respect of the Demised Land and the premises and the buildings and other structures it demolishes and erects thereon the doing or omission of which (as the case may be) shall result in a nuisance.
10. The Lessee covenants and agrees not to, during the Term of this Lease, assign, transfer or set over or otherwise by any grant or deed or otherwise procure this Lease or the Demised Land or the Development, to be assigned, transferred, set over, or sublet to any person, persons or firm or corporation(s) whomsoever without the prior written consent of the Lessor which consent may not be unreasonably withheld.
11. The Lessor does hereby covenant with the Lessee that on the payment of the rent hereby reserved (including additional rent) and upon the Lessee performing the covenants, and agreements and observing the provisos herein contained, the Lessee shall and may peacefully possess and enjoy the Demised Land and the Development for the Term hereby granted or as the same may be extended or

renewed, without any interruption or disturbance from the Lessor, or other person or persons lawfully claiming by, under or through it.

12. The Lessor and the Lessee covenant and agree:

- a. The tenancy granted by this Lease is expressly subject to the condition that if the Lessee fails to pay the rent or other monies required to be paid by the Lessee hereunder, or if the Lessee fails to observe, perform and keep any of the covenants, provisos or stipulations to be observed, performed or kept by the Lessee hereunder and if such failure shall continue for a period of ninety (90) days after notice to the Lessee in writing of such failure, then, (unless the Lessee is within the said period of ninety (90) days taking all necessary steps to remedy any default which reasonably requires more than ninety (90) days to remedy and such default is in fact remedied) this Lease shall cease, determine and terminate and the Lessor, in addition to any and all other remedies it may have, may immediately re-enter and take possession of the Demised Land and all the buildings, and improvements thereon and therein;

- b. The waiver by one party of any breach or default by the other of any of the covenants herein contained shall not prejudice the rights of that party in respect of any future or other breach of any covenant;

- c. This Lease whenever executed shall for all purposes be deemed to have come into effect on the first day of December 2003;

- d. Subject to compliance with the Lessee's reasonable requirements with respect to the security and confidentiality of the Lessee's operations in effect in and upon the Demised Land and subject to reasonable prior notice being given by the Lessor to the Lessee, the Lessor or the Lessor's agent shall have the right at reasonable times to enter the Demised Land and the buildings located thereon and examine the same and the Lessor shall be allowed to take material into and upon the Demised Land that may be required for the Lessor's operations on its property surrounding the Demised Land without the same constituting an eviction of the Lessee in whole or in part and the rent reserved shall in no wise abate. The Lessor is not permitted to deposit material upon the Demised Land without first obtaining the Lessee's consent in writing, which consent shall not be unreasonably withheld. The Lessee is permitted to deposit material upon property of the Lessor surrounding the Demised Land provided that the Lessor's consent in writing is first obtained, which consent shall not be unreasonably withheld;

- e. Notwithstanding the Lessor's right to enter the Demised Land as provided

in the immediately preceding subparagraph, it is understood and agreed that the Lessee shall at its own cost and expense provide and maintain all roads and utility lines and pipes and services located on or under the Demised Land which are necessary for the Lessee's development and use of the Demised Land, as well as such services that extend beyond the boundaries of the Demised Land under the lands of the Lessor or any other person, firm or corporation all of which installations have been made solely for the benefit of the Demised Land and for its use by the Lessee in connection with the Autism Centre;

- f. This Lease may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original of this Lease and such counterparts together shall constitute but one and the same instrument.
13. The Lessee covenants and agrees that the Lessor shall be entitled during the Term of this Lease to install, operate and maintain utility services under the said Utility Way to serve the lands and other property of the Lessor other than the Demised Land and the Lessee shall ensure any utility services it causes to be installed, operated and maintained under the said Utility Way shall be installed, operated and maintained in such a manner as not to interfere with the possible use of the said Utility Way for the utility services the Lessor shall install therein. The Lessor covenants and agrees that in the event it installs, operates and

maintains utility services in the said Utility Way it shall at its own expense restore the Utility Way to its condition prior to such installation and maintenance. Subject to the provisions of this paragraph with respect to maintenance by the Lessor when it causes to be installed and maintained utility services under the Utility Way the Lessee shall maintain the Utility Way in the manner provided in this Lease.

- 14. a. The Lessee shall indemnify and save harmless the Lessor from and against all claims, actions, causes of action, loss, expense or damage whatsoever including without limitation any injury or loss of life suffered by any person or damage to property,
 - i. arising during the Term, as a result of the operation of the Autism Centre,
 - ii. arising during the Term and occasioned by or attributable to the Lessee's use and occupancy of the Demised Land or any operation or action in connection with such use and occupancy by the Lessee, its servants, agents, employees, contractors or invitees or arising out of any negligent act or omission of the Lessee, its agents, servants, contractors, employees or invitees.

- b. The Lessor shall not be liable for any damages or personal or consequential injury of any kind whatsoever that may be suffered or sustained by the Lessee, its servants, agents, employees, contractors or invitees, occurring on the Demised Land or any part thereof or in any building or buildings located thereon, or for any loss, theft, damage or injury to any property of the Lessee, its servants, agents, employees, contractors or invitees, upon the Demised Land unless such damage or injury is caused or contributed to by the fault or negligence of the Lessor or any of its servants, agents, employees or contractors.
- c. The Lessee shall indemnify and save harmless the Lessor against all liabilities, claims, demands or expense whether for loss of life or injury or otherwise, arising out of any breach, violation, non-performance or failure by the Lessee or its servants, employees, agents, contractors or invitees, to fulfill any of the covenants, terms and conditions of this Lease, except to the extent that any such liabilities, claims, demands or expense are caused by, arise out of or are contributed to by the fault or negligence of the Lessor, its employees, servants, agents or contractors.
- d. The Lessee covenants and agrees with the Lessor that (except to the extent caused or contributed to by the fault or negligence of the Lessor, its servants, employees, agents, or contractors), the Lessor shall not be

liable for any damages or consequential injury of any kind to any of the property of the Lessee or that of any other firm, person or corporation (other than the Lessor) kept or stored on the Demised Land or the building or buildings located thereon and, except to the extent that any of such damages of consequential injury are caused by, arise out of or are contributed to by the fault or negligence of the Lessor, its employees, servants, contractors or agents, the Lessee shall hold the Lessor harmless from any claims arising out of or damage to such property.

15. a. Any notice required or permitted to be given hereunder, delivery or payment to the Lessor, may be delivered personally to the:

Vice-President
(Administration and Finance)
Memorial University of Newfoundland and Labrador
Elizabeth Avenue
St. John's, NL A1C 5S7

Or sent by prepaid ordinary mail to the:

Vice-President
(Administration and Finance)
Memorial University of Newfoundland and Labrador
Elizabeth Avenue
St. John's, NL A1C 5S7

Any such notice, delivery or payment so delivered or sent shall be

deemed to have been well and sufficiently given or made and received upon such personal delivery of the same or on the fifth (5th) business day following such mailing of the same as the case may be;

- b. Any notice required or permitted to be given hereunder or delivery to the Lessee may be delivered personally to the:

Autism Society
 P.O. Box 14078
 St. John's, NL
 A1B 4G8

Attention: Joyce Churchill

Or sent by ordinary mail addressed to the

Autism Society
 P.O. Box 14078
 St. John's, NL
 A1B 4G8

Attention: Joyce Churchill

And any such notice, delivery so delivered or sent shall be deemed to have been well and sufficiently given or made and received upon delivery of the same or on the fifth (5th) business day next following the mailing of the same as the case may be;

- c. Either of the parties hereto may change its address for the purpose of this paragraph by giving the other party notice of such change of address in the manner provided in this paragraph.

- 16. The Lessee covenants and agrees with the Lessor that the supply of all Utility Services that may be required for the Development and all the cost and expense incurred in respect thereto shall be the sole cost and responsibility of the Lessee. The Lessee covenants and agrees that neither the Demised Land and other lands owned by the Lessor or either of them shall in any way be assessed or charged with all or any portion of such installation costs and any maintenance costs of such utility services by the suppliers of the same. In the event the Lessor for its own purposes and for the benefit of the property owned by the Lessor (other than the Demised Land) from time to time uses the lines, pipes, conduits, or other methods of delivery of such utility services to the Demised Land the Lessor shall not (as between the Lessor and the Lessee) be liable for nor in any way obliged to contribute to the original cost of the installation of the same.

- 17. The Lessee covenants and agrees with the Lessor that should it be necessary or should the Lessee desire at any time to demolish, move, remove, replace, construct, add or alter any of the building or buildings, structures or

improvements or anyone or more of them located on the Demised Land then the Lessee shall inform the Lessor for the purpose provided in paragraph 4 of this Lease.

- 18. The Lessee covenants and agrees with the Lessor that it will not do anything or permit anything to be done on the Demised Land in connection with the Development and in connection with its operations of the Autism Centre which will impair, jeopardize, or cause cancellation of all or part or any portion of the Lessor's insurance.

- 19. The parties hereto agree that save as hereinbefore provided, all rights, advantages, privileges, immunities, powers and things hereby secured to the Lessor and to the Lessee or to either of them by this Lease shall be equally secured to, binding upon and exercisable by their respective successors and assigns and all persons claiming under or through them and all covenants, liabilities and obligations entered into by or imposed hereunder upon the Lessor and the Lessee, or either of them, shall be equally binding upon their administrators, successors and assigns.

- 20. (1) The Lessor hereby grants to the Lessee the right of first refusal to purchase the Lessor's interest in the Demised Land during the Term of this

Lease, excepting the last twelve months of the Term, on the terms of any bona fide written offer received by the Lessor which the Lessor is willing to accept, such written offer to be submitted to the Lessee, and the Lessee shall have two months from its receipt within which to notify the Lessor that it elects to purchase the Demised Land. If the Lessee elects not to purchase the Lessor's interest in the Demised Land, the Lessor may sell it pursuant to the terms of such offer, and this right of first refusal shall then cease. If, however, a sale is not completed on any such offer then this right of first refusal shall continue in full force and effect.

(2) (a) The Lessor shall not at any time during the Term assign, sell, mortgage, transfer or otherwise dispose of its reversionary interest without the consent in writing of the Lessee.

(b) If the Lessor shall commit a breach of subparagraph (2) (a), the Lessee shall be entitled, at anytime within six months next following the receipt by the Lessee of written notice of any such breach, to terminate this Lease forthwith by written notice given to the person in whose favour such assignment, sale, mortgage, transfer or otherwise of the reversionary interest is made.

21. Upon the expiration of the Term or other termination thereof, the Lessee may

remove all chattels installed by it on the premises, including without limiting the generality of the foregoing, all furniture, equipment, drapes and drape mountings, rugs and decorative items, whether affixed to the premises or not, all of which are hereby deemed to be its property.

22. If upon the expiration of the Term, as the same may have been renewed, or other termination of the same, the Lessee holds over the premises and without any express agreement as to a new term, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be a monthly tenant only at a monthly rent equal to one twelfth (1/12) of the annual rental and on the same terms and conditions herein set out except as to length of tenancy and except as to paragraph 24 hereof.
23. All terms, provisos and conditions herein contained whether expressed as such or as covenants shall for all purposes of this Lease be construed as covenants.
24. Whenever in this Lease the context so requires or permits, the singular 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.
25. The Parties covenant and agree with each other that the expiration or sooner

termination of this Lease shall not release either Party from any liability or obligation hereunder, whether of indemnity or otherwise, previously accrued or to accrue out of previous matters arising hereunder within the Term.

The Lessor shall and will, by these presents, WARRANT AND FOREVER DEFEND its title to the Demised Land that it has hereby agreed to lease.

The Lessee herein, does hereby accept this Lease of the Demised Land to be held by it as Lessee and subject to the conditions, restrictions, agreements and provisions above set forth.

IN WITNESS WHEREOF the Parties hereto have each hereunto caused their respective corporate seals to be affixed, attested by the signature of their respective proper officers duly authorized in that behalf the day and year first above written.

THE COMMON SEAL
of the Memorial University
of Newfoundland was hereunto
affixed in the presence of

s. 40(1)

[Redacted]

WITNESS

SIGNED, SEALED, AND
DELIVERED by the Lessee
in the presence of

s. 40(1)

[Redacted]

WITNESS

) MEMORIAL UNIVERSITY OF NEWFOUNDLAND

) [Redacted]

) s. 40(1)

) CHAIRPERSON OF THE BOARD OF REGENTS

) [Redacted]

) s. 40(1)

) BURSAR

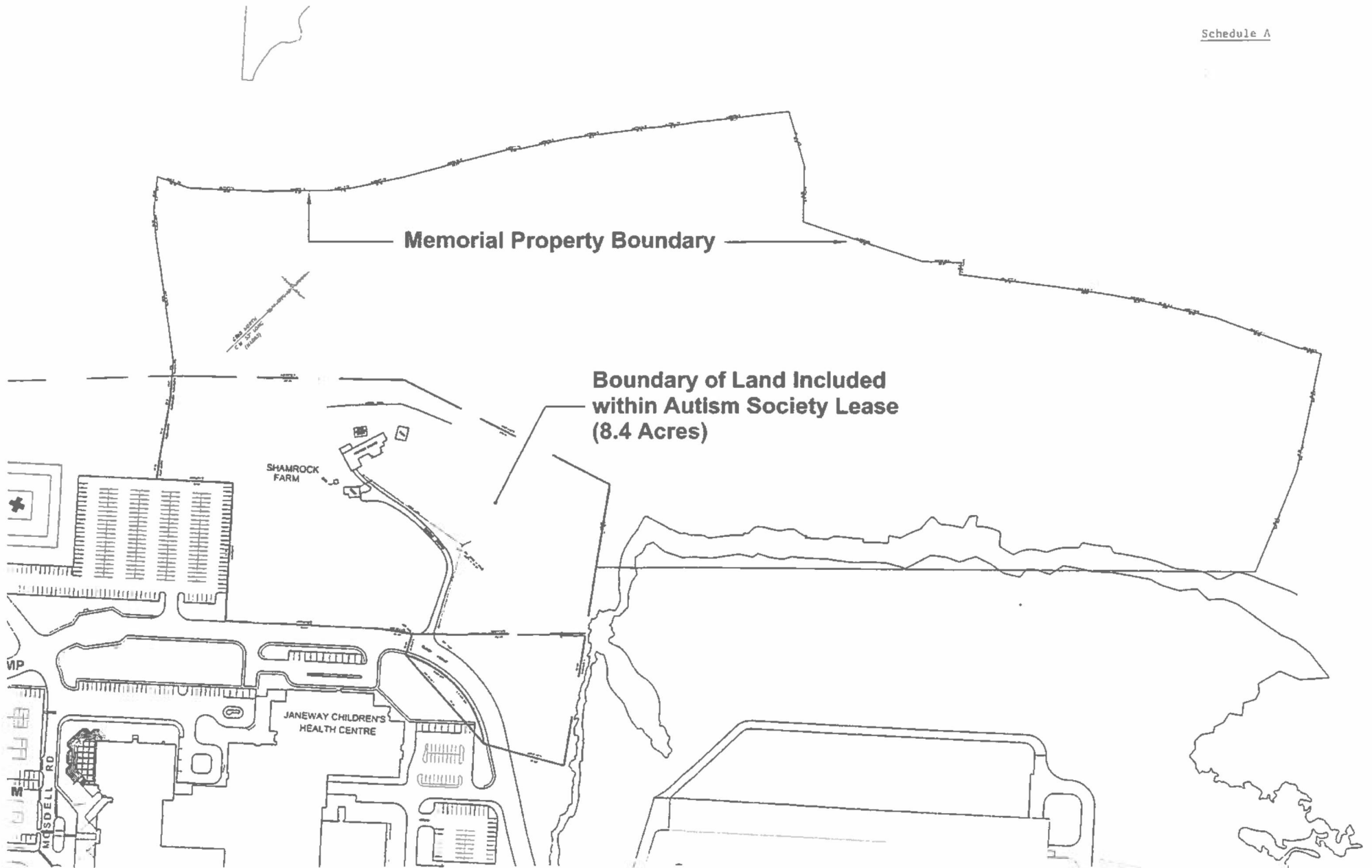
) s. 40(1)

) [Redacted]

) AUTISM SOCIETY OF NEWFOUNDLAND
) AND LABRADOR

SCHEDULE "A"

(SKETCH OF LAND INCLUDED IN LEASE)



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 15th day of April, 2005, and the Lessee hereto has signed this Lease Agreement at St John's on the 12th day of April, 2005.

SIGNED, SEALED AND DELIVERED

before me in the presence of:

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

s. 40(1)

s. 40(1)

[Redacted signature]

[Redacted signature]

Deputy Minister, Department of
Transportation & Works

SIGNED, SEALED AND DELIVERED

before me in the presence of:

MEMORIAL UNIVERSITY OF
NEWFOUNDLAND

s. 40(1)

[Redacted signature]

Chair, Board of Regents

s. 40(1)

[Redacted signature]

Witness

[Redacted signature]

s. 40(1)

Bursar

W. HARRIS SURVEYS LTD.

P. O. Box 1377
St. John's
Newfoundland A1C 2P0

- NEWFOUNDLAND LAND SURVEYS -
- ENGINEERING & CONSTRUCTION SURVEYS -
- URBAN SURVEYS -

26 Waterford Rd
709-794-3100

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 NS, 271,570.46 meters and E 224,331.00 meters of the 1980 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.) south 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.

.....

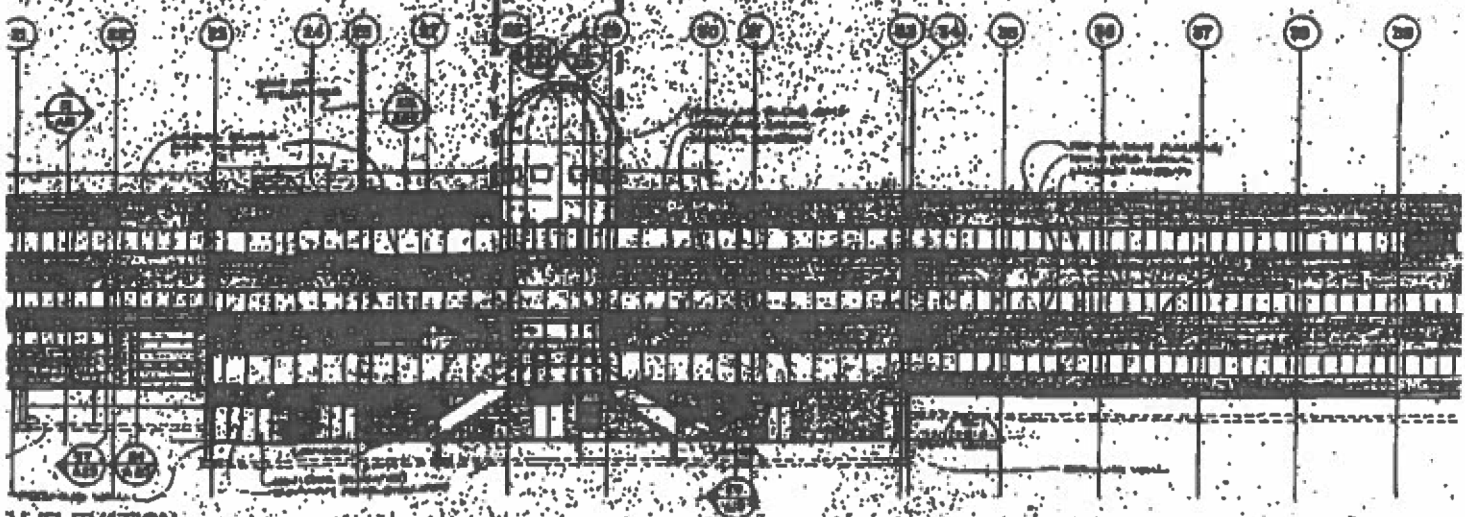
SCHMIDT & P

Schedule 'B'

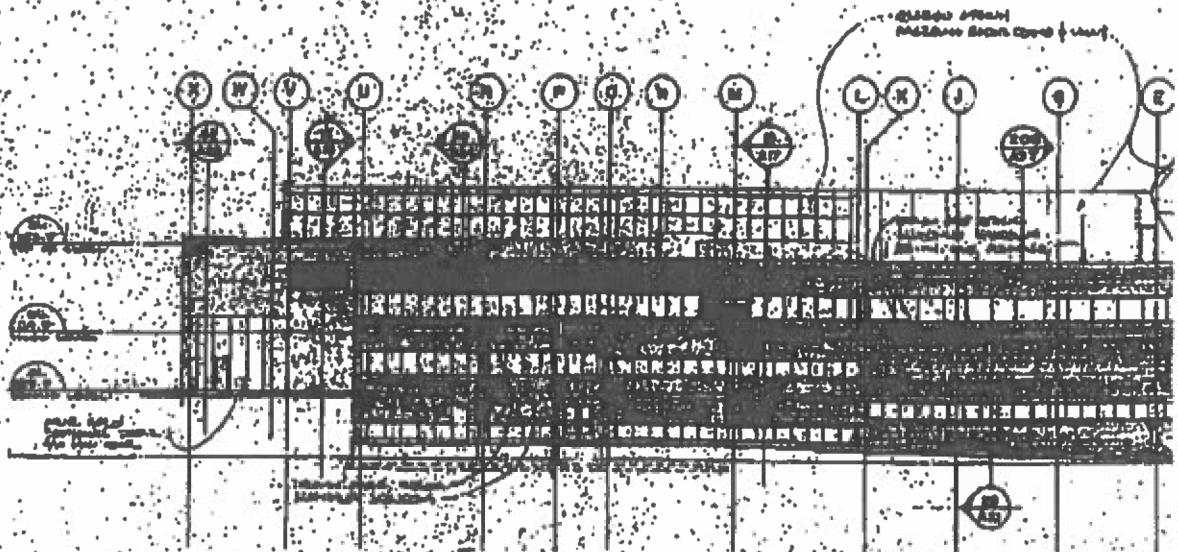


TH ELEVATION

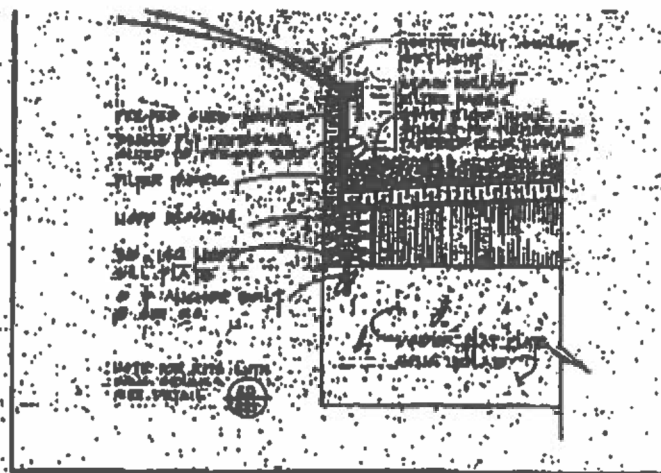
*Door
Reinforcing
Station*



H ELEVATION



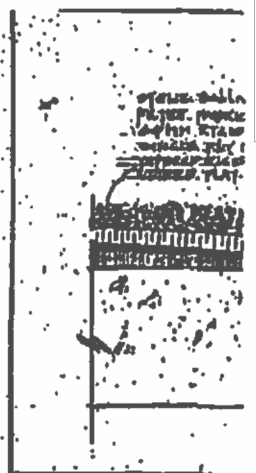
WEST ELEVATION



DETAIL - SKYLIGHT - CONCRETE DECK

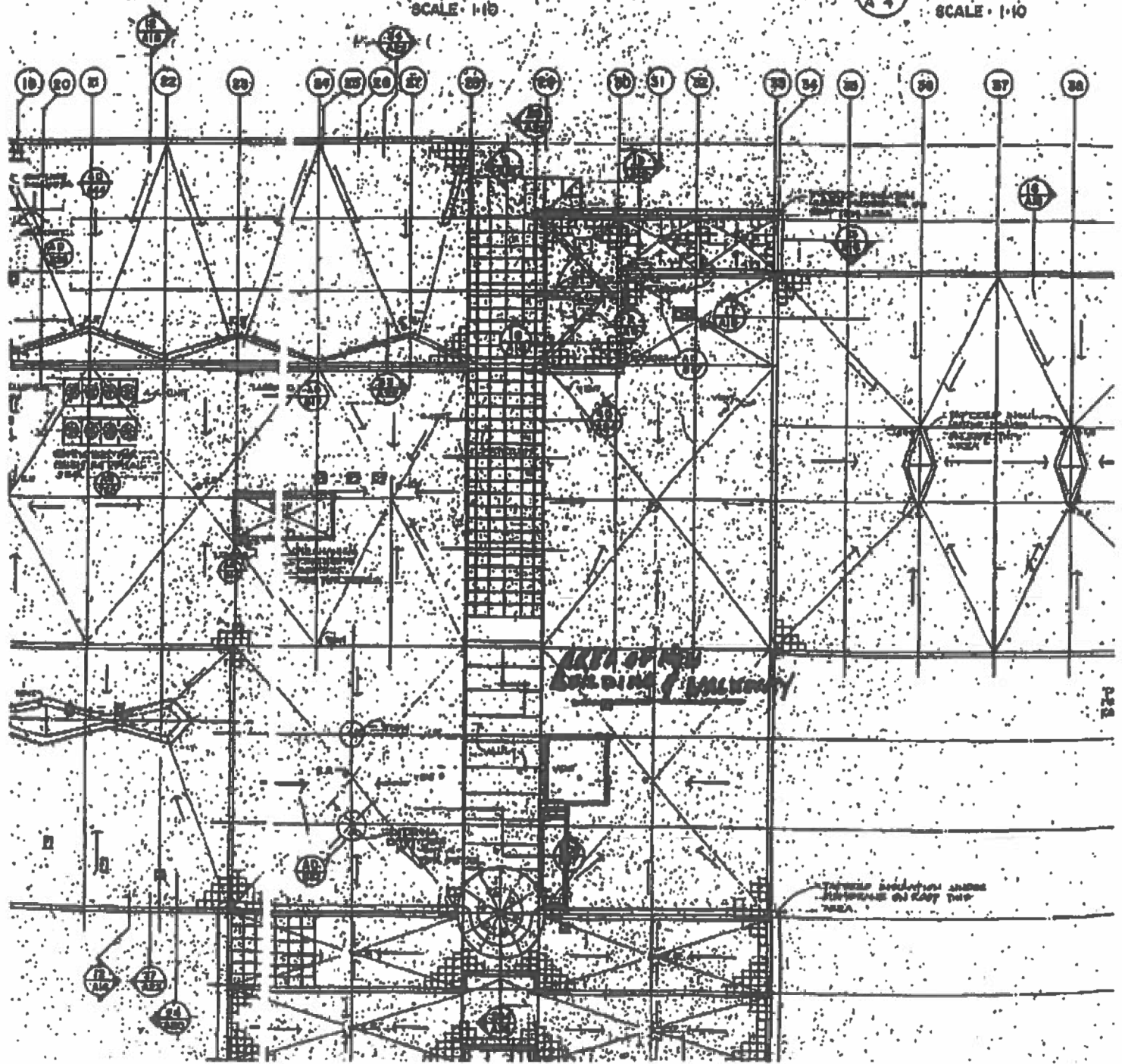
SCALE - 1:10

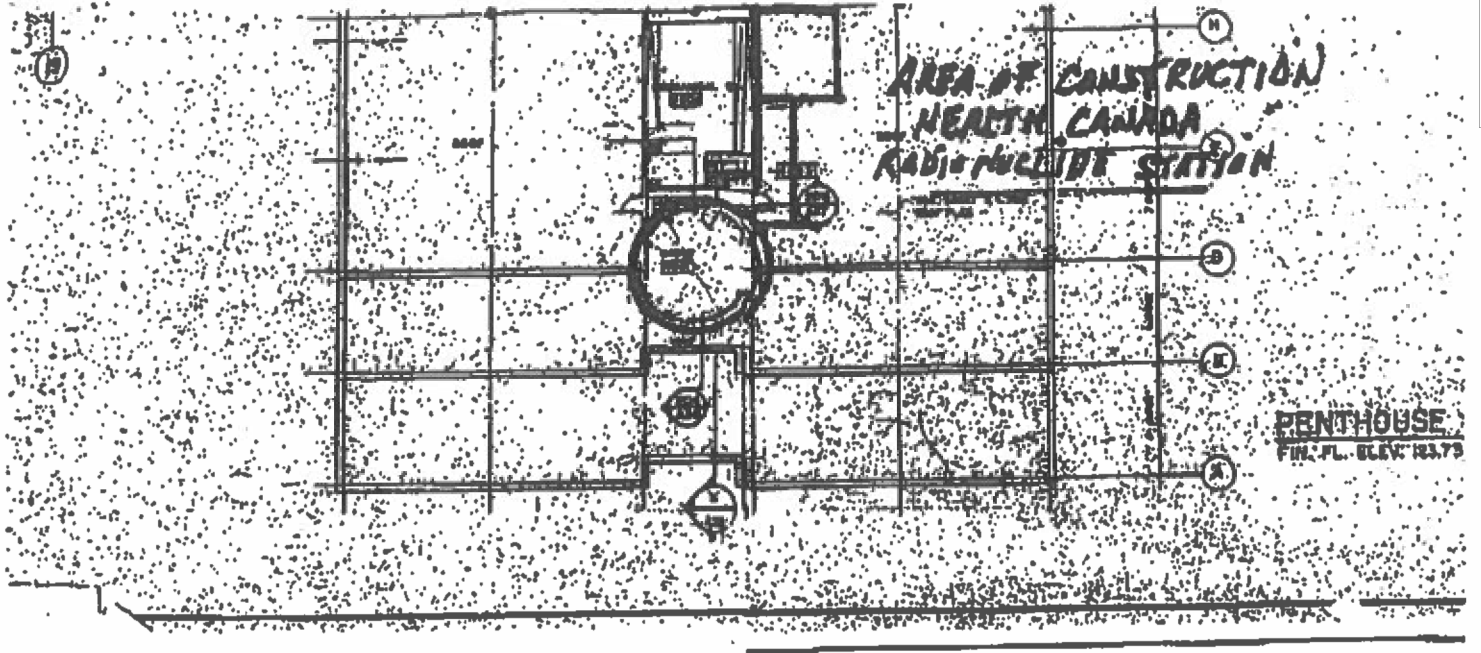
7
A 4



DETAIL - ROOF DECK

SCALE - 1:10





THIS LEASE made at St. John's in the Province of Newfoundland and Labrador on this 1st day of June, 2010.

BETWEEN: **MEMORIAL UNIVERSITY OF NEWFOUNDLAND**, a body corporate, constituted by and continuing under and by virtue of the Memorial University Act, Chapter M-7, R.S.N. 1990
(hereinafter referred to as the "Lessor"),
OF THE ONE PART

AND: **RONALD MCDONALD HOUSE OF NEWFOUNDLAND AND LABRADOR INC.**, a body corporate constituted by the Corporations Act, Chapter C-36, R.S.N.L. 1990
(hereinafter referred to as the "Lessee")
OF THE OTHER PART.

The Lessor, being the freehold owner free and clear of all encumbrances of ALL THAT piece or parcel of land more particularly indicated on the sketch in Schedule "A" attached hereto (which Schedule "A" forms part and parcel of these presents) (hereinafter called the "Demised Land"), does hereby demise and lease as beneficial owner to the Lessee ALL THE Demised Land saving and excepting thereout and therefrom all minerals, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, coal, natural gas, oil and salt within, upon or under the Demised Land, to be held by it, as Lessee, for the term of ninety-nine (99) years from the first day of June, A.D., 2010 until the thirty-first day of May, A.D., 2109 (hereinafter called the "Term") unless sooner terminated as hereinafter provided, at a yearly rental of One (\$1.00) Dollar, of lawful money of Canada, payable in advance on or before the first day of June in each year during the Term hereof, and subject to the covenants and powers herein contained;

NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the rents hereby reserved and the mutual terms, covenants and conditions hereinafter provided, the Lessor and the Lessee hereby covenant and agree as follows:

1. The Lessee covenants and agrees with the Lessor to use the Demised Land and to continuously occupy the same for the purpose of constructing, operating, maintaining, improving, repairing and rebuilding a building or buildings, structures and improvements (hereinafter together called the "Development") to be used to house out of town patients receiving medical treatment at the Janeway Children's Health and Rehabilitation Centre and its successor facility and their family members and for any purpose incidental thereto and for such purposes of the Lessor as may from time to time to be agreed between the Lessor and the Lessee in writing (such uses and purposes being hereinafter sometimes called the "Ronald McDonald House").

2. The Lessee covenants and agrees with the Lessor:
 - a. At the earliest reasonably possible time having regard to all the circumstances, erect and construct on the Demised Land the Development to be used and occupied by the Lessee throughout the Term of this Lease as provided in this Lease;
 - b. To build, construct or install and always maintain such roadways and sidewalks as are in the opinion of the Lessee reasonably necessary for the Lessee to conveniently use the Demised Land as Ronald McDonald House and to obtain access thereto from the public roadways adjoining the Demised Land;
 - c. To install or cause to be installed upon or beneath the Demised Land (subject, always, with respect to the Utility Way, to the provisions of paragraph 13) and always maintain, such transmission lines, conduits, pipes, fittings, transformers and other appurtenances as may be required to convey to or from any building or structure upon the Demised Land, the following utility services, hereinafter referred to as "Utility Services":
 - i. Water from such point or points in waterlines owned or operated by the City of St. John's or other suppliers as the City of St. John's or such other supplier may designate,

- ii. Sanitary sewage and storm sewers, from such point or points respectively in the sanitary sewer lines and storm sewer lines operated by the City of St. John's as the City of St. John's may designate,
 - iii. Electricity from such point or points in the Lessor's electrical power distribution system as the Lessor may designate,
 - iv. Telephone service and any other communication service from such point or points in transmission lines or other means of delivery owned by the Bell Aliant Telecom Inc. or other supplier of the same as the case may be.
- d. To obtain, at the Lessee's sole expense, all permits and approvals necessary for the development of the Demised Land as a Ronald McDonald House;
 - e. To construct the building and/or buildings on the Demised Land for the Ronald McDonald House in accordance with all Government standards and requirements;
 - f. The Lessee shall be solely responsible for security and construction safety at the Demised Land and for compliance with all Governmental requirements concerning development of the Demised Land;
 - g. The Lessee shall indemnify and hold harmless the Lessor from and against any and all claims, demands, losses, costs, expenses, damages, actions, suits or proceedings that arise out of, or are in any way attributable to the Lessee's development of the Demised Land;
 - h. [intentionally deleted by the parties]; and
 - i. Construction on and improvement of the Demised Land is to be performed entirely at the Lessee's risk and in the event that the Lessee does not complete the said construction and improvements, the Lessor has no obligation to compensate the Lessee concerning any improvements and work that the Lessee has performed or made at, on or to the Demised Land and the Lessee shall be responsible for all costs and expenses associated with removal and demolition of partially completed construction and improvements.
3. The Lessor shall, if so requested by the Lessee at any time or times during the Term of this Lease, grant to the Lessee such easements and right-of-way (in this Lease

called the "Utility Way") as the Lessee may reasonable require and at its cost for the installation, maintenance and repair, at the Lessee's expense, of Utility Services, and other equipment and facilities related thereto, or any of them, on, over and under any of the Lessor's lands other than the Demised Land, provided, that upon completion of any excavation work required for such installation, maintenance and repair, the Lessee will, without delay, restore at its cost the surfaces of the ground, including paved surfaces, as nearly as possible to its original condition and repair any subsidence that may occur by reason of any such installation, maintenance or repair.

4. Notwithstanding the provisions of paragraph 2, the Lessee covenants and agrees that prior to demolishing or removing or erecting or constructing any building or buildings upon the Demised Land, it will consult with the Lessor and obtain its written approval respecting:
 - a. Demolition and removal of any structures;
 - b. The plot plan of the building or buildings to be used as Ronald McDonald House, their location and elevation on the Demised Land, the proposed landscaping thereof, vehicle and pedestrian approaches thereto, and the location of all utility services and parking lots for motor vehicles; and
 - c. The plans and specifications of the proposed buildings to be used as Ronald McDonald House so that the Lessor may review the exterior appearance of the Development and be reasonably satisfied that it is architecturally and aesthetically acceptable to the Lessor.

5. The Lessee covenants and agrees with the Lessor:
 - a. To keep and maintain its buildings, Utility Services (whether located on the Demised Land or elsewhere), roads, walks, landscaping and related site development in good state of repair and to maintain the Demised Land in a good and proper manner;

6. The Lessee covenants and agrees with the Lessor to:
 - a. Provide for the removal of snow in respect of any sidewalks, roads and parking areas installed by the Lessee on the Demised Land;

- b. Provide on the Demised Land suitable and an appropriate number parking areas for its servants, agents, employees, contractors, visitors and invitees;
- c. Be responsible for the landscaping of the Demised Land and the care and maintenance thereof;
- d. Make suitable arrangements for the removal of garbage on the Demised Land;
- e. Keep and maintain the Development in a good state of repair;
- f. Pay for the cost of any and all Utility Services (including sewer charges) which it uses in connection with the operation of the Development on the Demised Land;
- g. Pay to the Lessor the rent thereby reserved in the manner hereinbefore stipulated without any deduction whatsoever during the term of this Lease or any renewal thereof;
- h. Observe and perform all the covenants, conditions or provisions and agreements of this Lease on the part of the Lessee to be observed and performed.

7. The Lessor and the Lessee covenant and agree as follows:

- a. That title to and the ownership of the building or buildings (and all equipment, furniture and fixtures) of the Lessee constructed by the Lessee upon the Demised Land and installed thereon and therein and all alterations, additions, changes, substitutions or improvements thereto, shall be at all times during the Term, be vested in the Lessee, notwithstanding any rule of law as to immediate vesting of title and ownership of the building in the Lessor as owner of the freehold. All of such building or buildings, and fixed improvements shall be deemed as between the Lessor and the Lessee, during this Lease, as the same may be renewed or extended and such new lease, as such new lease may be extended or renewed, all as aforesaid, to be separate property of the Lessee and not of the Lessor but subject to and governed by all the provisions of this Lease applicable thereto, or, if any such new lease is entered into by the parties hereto, as aforesaid, then subject to and governed by all the provisions of such new lease applicable thereto notwithstanding such right of the Lessee.

- b. The Lessee shall at its expense at the end of the Term or sooner termination thereof, or any extension or extensions or any renewal or renewals of this Lease remove or demolish the building or buildings and other fixed improvements which the Lessee may construct upon the Demised Land from time to time and remove all debris therefrom and fill in any basement excavated under such building or buildings leaving the Demised Land in a level and clean condition and landscaped reasonably satisfactory to the Lessor, provided that the Lessor shall have the option to be exercised in writing not less than six (6) months before the end of the Term or any extension or extensions or any renewal or renewals of this Lease of purchasing the building or buildings from the Lessee at its or their respective fair market value.
- c. In no circumstances shall there be any dealings with this Lease or the buildings, structures or improvements erected and installed by the Lessee unless both the Lease and the Development are thereby dealt with, the intent hereof being that at no time shall there be a severance of the interests of the Lessee in the Lease and the buildings, structures or improvements. The Lessee acknowledges that all such dealings shall require prior written approval of the Lessor which approval may not be unreasonably withheld. The Lessee further acknowledges that in the event the Lessee ceases to continuously occupy and use the Demised Land and building or buildings as a Ronald McDonald House and any purpose incidental thereto, the Term hereby granted shall thereupon terminate;
- d. At any time after December 31, 2013, if the Lessor decides at any time during the Term or any extension or extensions thereof or any renewal or renewals of this Lease that it requires the Demised Land for any purpose, then the Lessor has the right to terminate this Lease by giving six (6) months' notice in writing to the Lessee and by purchasing the building or buildings from the Lessee at its or their respective fair market value in accordance with sub-paragraph (g) herein; and the Lessee agrees to vacate the Demised Land and the Lessor agrees to pay the purchase price for the building or buildings on the date which is six (6) months after the date on which the said notice of termination is received by the Lessee;

- e. In the event the building or buildings, structures or improvements by the Lessee on the Demised Land are damaged, partially destroyed or wholly destroyed by fire or other cause whatsoever, the Lessee shall have the right to rebuild at its expense any such building or buildings if it so chooses subject to consultation, as provided in paragraph 4 of this Lease.
- f. In the event the Lessee is unable or unwilling to repair or replace any damaged or destroyed buildings, structures or improvements, the Lessee shall at its expense demolish any remaining portions of any damaged or destroyed building and remove all debris therefrom and fill in any basement excavated under such building or buildings thereby leaving the Demised Land in a level and clean condition and landscaped reasonably satisfactory to the Lessor and in that event the Term of this Lease shall terminate.
- g. In the event that the Lessor decides to purchase the building and/or buildings from the Lessee at its or their respective fair market value, the fair market value of the building or buildings shall be determined as follows:
 - i. The Lessor and Lessee shall forthwith jointly obtain, and share equally the costs of obtaining, Appraisal Reports from three independent appraisal firms;
 - ii. The Appraisal Reports shall concern only the value of the building and/or buildings and shall be exclusive of the value of the Demised Land;
 - iii. The Appraisal Reports shall, amongst all other valuation considerations, take into consideration depreciation and deterioration factors and such zoning restrictions on use as may be in place for the Demised Premises, which is located within Pippy Park as of the date of this Lease;
 - iv. If the three Appraisal Reports are within a 10% deviation of each other concerning the fair market value of the building and/or buildings, then the average of the three fair market values will be used to determine the purchase price;
 - v. If one of the three Appraisal Reports deviates greater than 10% from the others, then the fair market value of the building and/or buildings will be determined by taking the average of the fair market values

presented in the other two Appraisal Reports and that average will be used to determine the purchase price.

- 8. The Lessee shall pay, as additional rent, to the lawful taxing authority when due all property and business taxes and all other taxes, rates, levies, license fees and charges claimed, levied or assessed in respect of the Lessee's use or occupancy of the Demised Land or the buildings or the equipment, machinery, or fixtures brought thereon or belonging to the Lessee, or to anyone occupying the Demised Land with the Lessee's consent, and pay to the Lessor upon demand the portion of any tax, grant in lieu of tax, rate, duty, fee, levy or charge paid, levied or assessed upon the Demised Land or any part thereof that is attributable to the building or buildings and any Lessee's improvements or fixtures on the Demised Land constructed by or on behalf of or belonging to the Lessee, including penalties for late payment thereof; PROVIDED, HOWEVER, that each of the parties hereto, in the name of the Lessor, shall have the right, from time to time and at any time, in good faith to challenge the right of any taxing authority to levy such taxes or any of them, the amount thereof or the obligation of the Lessor or Lessee to pay the same.

- 9. The Lessee covenants and agrees not to do or omit to do or permit to be done or omitted anything upon or in respect of the Demised Land and the premises and the buildings and other structures it demolishes and erects thereon, the doing or omission of which (as the case may be) shall result in a nuisance.

- 10. The Lessee covenants and agrees not to, during the Term of this Lease, assign, transfer or set over or otherwise by any grant or deed or corporate reorganization or otherwise procure this Lease or the Demised Land or the Development, to be assigned, transferred, set over, or sublet to any person, persons or firm or corporation(s) whomsoever without the prior written consent of the Lessor, which consent may not be unreasonably withheld.

- 11. The Lessor does hereby covenant with the Lessee that on the payment of the rent hereby reserved and upon the Lessee performing the covenants, and agreements and observing the provisos herein contained, the Lessee shall and may peacefully

possess and enjoy the Demised Land and the Development for the Term hereby granted or as the same may be extended or renewed, without any interruption or disturbance from the Lessor, or other person or persons lawfully claiming by, under or through it.

12. The Lessor and the Lessee covenant and agree:

- a. The tenancy granted by this Lease is expressly subject to the condition that if the Lessee fails to pay the rent or other monies required to be paid by the Lessee hereunder, or if the Lessee fails to observe, perform and keep any of the covenants, provisos or stipulations to be observed, performed or kept by the Lessee hereunder and if such failure shall continue for a period of ninety (90) days after notice to the Lessee in writing of such failure, then, (unless the Lessee is within the said period of ninety (90) days taking all necessary steps to remedy any default which reasonably requires more than ninety (90) days to remedy and such default is in fact remedied) this Lease shall cease, determine and terminate and the Lessor, in addition to any and all other remedies it may have, may immediately re-enter and take possession of the Demised Land and all the buildings, and improvements thereon and therein;
- b. The waiver by one party of any breach or default by the other of any of the covenants herein contained shall not prejudice the rights of that party in respect of any failure or other breach of any covenant;
- c. This Lease whenever executed shall for all purposes be deemed to have come into effect on the first day of June 2010;
- d. Subject to compliance with the Lessee's reasonable requirements with respect to the security and confidentiality of the Lessee's operations in effect in and upon the Demised Land and subject to reasonable prior notice being given by the Lessor to the Lessee, the Lessor or the Lessor's agent shall have the right at reasonable times to enter the Demised Land and the buildings located thereon and examine the same and the Lessor shall be allowed to take material into and upon the Demised Land that may be required for the Lessor's operations on its property surrounding the Demised Land without the same constituting an eviction of the Lessee in whole or in part and the rent reserved shall in no wise abate. The Lessor is not permitted

to deposit material upon the Demised Land without first obtaining the Lessee's consent in writing, which consent shall not be unreasonably withheld. The Lessee is permitted to deposit material upon property of the Lessor surrounding the Demised Land provided that the Lessor's consent in writing is first obtained, which consent shall not be unreasonably withheld.

- e. Notwithstanding the Lessor's right to enter the Demised Land as provided in the immediately preceding subparagraph, it is understood and agreed that the Lessee shall at its own cost and expense provide and maintain all roads and utility lines and pipes and services located on or under the Demised Land which are necessary for the Lessee's development and use of the Demised Land, as well as such services that extend beyond the boundaries of the Demised Land under the lands of the Lessor or any other person, firm or corporation all of which installations have been made solely for the benefit of the Demised Land and for its use by the Lessee in connection with Ronald McDonald House.
- f. This Lease may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original of this Lease and such counterparts together shall constitute but one and the same instrument.

13. The Lessee covenants and agrees that the Lessor shall be entitled during the Term of this Lease to install, operate and maintain utility services under the said Utility Way to serve the lands and other property of the Lessor other than the Demised Land and the Lessee shall ensure any utility services it causes to be installed, operated and maintained under the said Utility Way shall be installed, operated and maintained in such a manner as not to interfere with the possible use of the said Utility Way for the utility services the Lessor shall install therein. The Lessor covenants and agrees that in the event it installs, operates and maintains utility services in the said Utility Way it shall at its own expense restore the Utility Way to its condition prior to such installation and maintenance. Subject to the provisions of this paragraph with respect to maintenance by the Lessor when it causes to be installed and maintained utility services under the Utility Way the Lessee shall maintain the Utility Way in the manner provided in this Lease.

- 14. a. The Lessee shall indemnify and save harmless the Lessor from and against all claims, actions, causes of actions, losses, expenses or damages (direct, indirect or otherwise) or other sanctions of every nature and kind whatsoever, including without limitation any injury or loss of life suffered by any person or damage to property,
 - i. arising during the Term, as a result of the development, construction and operation of Ronald McDonald House,
 - ii. arising during the Term and occasioned by or attributable to the Lessee's use and occupancy of the Demised Land or any operation or action in connection with such use and occupancy by the Lessee, its servants, agents, employees, contractors, visitors or invitees or arising out of any negligent act or omission of the Lessee, its agents, servants, contractors, employees, visitors or invitees.
- b. The Lessor shall not be liable for any damages or personal or consequential injury of any kind whatsoever that may be suffered or sustained by the Lessee, its servants, agents, employees, contractors, visitors or invitees, occurring on the Demised Land or any part thereof or in any building or buildings located thereon, or for any loss, theft, damage or injury to any property of the Lessee, its servants, agents, employees, contractors, visitors or invitees, upon the Demised Land unless such damage or injury is caused or contributed to by the fault or negligence of the Lessor or any of its servants, agents, employees, contractors, visitors or invitees.
- c. The Lessee shall indemnify and save harmless the Lessor against all liabilities, claims, demands or expense whether for loss of life or injury or otherwise, arising out of any breach, violation, non-performance or failure by the Lessee or its servants, agents, employees, contractors, visitors or invitees, to fulfill any of the covenants, terms and conditions of this Lease, except to the extent that any such liabilities, claims, demands or expense are caused by, arise out of or are contributed to by the fault or negligence of the Lessor, its servants, agents, employees, contractors, visitors or invitees.
- d. The Lessee covenants and agrees with the Lessor that (except to the extent caused or contributed to by the fault or negligence of the Lessor, its servants,

agents, employees, contractors, visitors or invitees), the Lessor shall not be liable for any damages or consequential injury of any kind to any of the property of the Lessee or that of any other firm, person or corporation (other than the Lessor) kept or stored on the Demised Land or the building or buildings located thereon and, except to the extent that any of such damages of consequential injury are caused by, arise out of or are contributed to by the fault or negligence of the Lessor, its servants, agents, employees, contractors, visitors or invitees, the Lessee shall hold the Lessor harmless from any claims arising out of or damage to such property.

e. The Lessee shall at its own expense, provide and maintain in force during the Term:

- i comprehensive general public liability (covering personal and bodily injury, death and property damage), including loss of use thereof, on an occurrence basis with respect to the business carried on, in or from the Demised Land and Lessee's use and occupancy thereof and of the Demised Land, of not less than Five Million Dollars (\$5,000,000);
- ii any other form of insurance as Lessor, acting reasonably, requires from time to time for risks against which a prudent Lessee would insure and in respect of which insurance is available.

f. All insurance required to be maintained by Lessee shall be by policies in form and content satisfactory from time to time to the Lessor and with insurers acceptable to Lessor and shall provide that such insurers shall provide to Lessor thirty (30) days prior written notice of cancellation or material alteration of such policies. Each policy shall name Lessor as additional insured except for coverage for Lessee's fixtures and furnishings and equipment, and shall contain a waiver of subrogation in favour of Lessor and shall protect and indemnify Lessor. Lessee shall furnish to the Lessor certificates, or, if required by the Lessor, the original policies (signed by the insurers) of the insurance.

- 15. a. Any notice required or permitted to be given hereunder, delivery or payment to the Lessor, may be delivered personally to the:

Vice-President, Administration and Finance
 Memorial University of Newfoundland
 Elizabeth Avenue
 St. John's, NL A1C 5S7

Or sent by prepaid ordinary mail to the:

Vice-President, Administration and Finance
 Memorial University of Newfoundland
 Elizabeth Avenue
 St. John's, NL A1C 5S7

Any such notice, delivery or payment so delivered or sent shall be deemed to have been well and sufficiently given or made and received upon such personal delivery of the same or on the fifth (5th) business day following such mailing of the same as the case may be;

- b. Any notice required or permitted to be given hereunder or delivery to the Lessee may be delivered personally to the:

Board Chair
 Ronald McDonald House of Newfoundland & Labrador Inc.
 P.O. Box 29066
 St. John's, NL A1A 5B5

Or sent by ordinary mail addressed to the

Board Chair
 Ronald McDonald House of Newfoundland & Labrador Inc.
 P.O. Box 29066
 St. John's, NL A1A 5B5

Any such notice, delivery so delivered or sent shall be deemed to have been well and sufficiently given or made and received upon such personal delivery of the same or on the fifth (5th) business day following such mailing of the same as the case may be;

- c. Either of the parties hereto may change its address for the purpose of this paragraph by giving the other party notice of such change of address in the manner provided in this paragraph.

16. The Lessee covenants and agrees with the Lessor that the supply of all Utility Services that may be required for the Development and all the cost and expense incurred in respect thereto shall be the sole cost and responsibility of the Lessee. The Lessee covenants and agrees that neither the Demised Land and other lands owned by the Lessor or either of them shall in any way be assessed or charged with all or any portion of such installation costs and any maintenance costs of such utility services by the suppliers of the same. In the event the Lessor for its own purposes and for the benefit of the property owned by the Lessor (other than the Demised Land) from time to time uses the lines, pipes, conduits, or other methods of delivery of such utility services to the Demised Land the Lessor shall not (as between the Lessor and the Lessee) be liable for nor in any way obliged to contribute to the original cost of the installation of the same.
17. The Lessee covenants and agrees with the Lessor that should it be necessary or should the Lessee desire at any time to demolish, move, remove, replace, construct, add or alter any of the building or buildings, structures or improvements or anyone or more of them located on the Demised Land then the Lessee shall inform the Lessor for the purpose provided in paragraph 4 of this Lease.
18. The Lessee covenants and agrees with the Lessor that it will not do anything or permit anything to be done on the Demised Land in connection with the Development and in connection with its operation of Ronald McDonald House which will impair, jeopardize, or cause cancellation of all or part or any portion of the Lessor's insurance.
19. The parties hereto agree that save as hereinbefore provided, all rights, advantages, privileges, immunities, powers and things hereby secured to the Lessor and to the Lessee or to either of them by this Lease shall be equally secured to, binding upon and exercisable by their respective successors and assigns and all persons claiming under or through them and all covenants, liabilities and obligations entered into by or imposed hereunder upon the Lessor and the Lessee, or either of them, shall be equally binding upon their administrators, successors and assigns.

20. (1) The Lessor hereby grants to the Lessee the right of first refusal to purchase the Lessor's interest in the Demised Land during the Term of this Lease, excepting the last twelve months of the Term, on the terms of any bona fide written offer received by the Lessor, which the Lessor is willing to accept, such written offer to be submitted to the Lessee, and the Lessee shall have two months from its receipt within which to notify the Lessor that it elects to purchase the Demised Land. If the Lessee elects not to purchase the Lessor's interest in the Demised Land, the Lessor may sell it pursuant to the terms of such offer, subject to the within Lease, and this right of first refusal shall then cease. If, however, a sale is not completed on any such offer then this right of first refusal shall continue in full force and effect.

(2) (a) The Lessor shall not at any time during the Term assign, sell, mortgage, transfer or otherwise dispose of its reversionary interest without the consent in writing of the Lessee, which consent shall not be unreasonably withheld.

(b) If the Lessor shall commit a breach of subparagraph (2) (a), the Lessee shall be entitled, at anytime within six months next following the receipt by the Lessee of written notice of any such breach, to terminate this Lease forthwith by written notice given to the Landlord and the person in whose favour such assignment, sale, mortgage, transfer or otherwise of the reversionary interest is made.

21. Upon the expiration of the Term or other termination thereof, the Lessee may remove all chattels installed by it on the premises, including without limiting the generality of the foregoing, all furniture, equipment, drapes and drape mountings, rugs and decorative items, whether affixed to the premises or not, all of which are hereby deemed to be its property.

22. If upon the expiration of the Term, as the same may have been renewed, or other termination of the same, the Lessee holds over the premises and without any

express agreement as to a new term, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be a monthly tenant only at a monthly rent equal to one twelfth (1/12) of the annual rental and on the same terms and conditions herein set out except as to length of tenancy.

23. All terms, provisos and conditions herein contained whether expressed as such or as covenants shall for all purposes of this Lease be construed as covenants.

24. Whenever in this Lease the context so requires or permits, the singular 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.

25. The Parties covenant and agree with each other that the expiration or sooner termination of this Lease shall not release either Party from any liability or obligation hereunder, whether of indemnity or otherwise, previously accrued or to accrue out of previous matters arising hereunder within the Term.

The Lessor shall and will, by these presents, WARRANT AND FOREVER DEFEND its title to the Demised Land that it has hereby agreed to lease.

The Lessee herein, does hereby accept this Lease of the Demised Land to be held by it as Lessee and subject to the conditions, restrictions, agreements and provisions above set forth.

[Remainder of Page Intentionally Left Blank]

WITNESS WHEREOF the Parties hereto have each hereunto caused their respective corporate seals to be affixed, attested by the signature of their respective proper officers duly authorized in that behalf the day and year first above written.

<p>THE COMMON SEAL of the Memorial University of Newfoundland (the Lessor) was hereunto affixed in the presence of</p> <p>s. 40(1)</p> <p>_____</p> <p>WITNESS</p>	<p>MEMORIAL UNIVERSITY OF NEWFOUNDLAND</p> <p>_____</p> <p>CHAIRPERSON OF THE BOARD OF REGENTS</p> <p>_____</p> <p>s. 40(1)</p> <p>VICE-PRESIDENT ADMINISTRATION & FINANCE</p>
--	---

s. 40(1)

<p>THE COMMON SEAL of the Lessee was hereunto affixed in the presence of</p> <p>_____</p> <p>WITNESS</p>	<p>RONALD McDONALD HOUSE OF NEWFOUNDLAND & LABRADOR INC.</p> <p>_____</p> <p>s. 40(1)</p> <p>AUTHORIZED SIGNING OFFICER</p>
--	---

s. 40(1)

DEBORAH O'LEARY
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador.
My commission expires on December 31, 2016.

Schedule "A"

All that piece or parcel of land situate and being to the west of Clinch Crescent, in the City of St. John's, in the province of NL., being bounded and abutted as follows, that is to say beginning at a point said point having coordinates of North 5,270,143.722 m., and East 323,883.652 m., thence extending 30.512 m. along a curve having a radius of 85.00 m. and a chord bearing and distance of south 31 degrees, 56 minutes, 46 seconds east, 30.348 m., along the western limit of Clinch Crescent thence continuing along Clinch Crescent south 42 degrees, 04 minutes, 40 seconds east, 46.761 m., thence extending along the edge of water by Parcel 02, Memorial University of NL., south 61 degrees, 00 minutes, 03 seconds west, 32.799 m., thence south 80 degrees, 30 minutes, 42 seconds west, 19.612 m., thence south 26 degrees, 05 minutes, 12 seconds west, 21.102 m., thence south 41 degrees, 54 minutes, 19 seconds west, 45.377 m., thence extending along the eastern boundaries of properties fronting on Wicklow Street, the eastern limit of Larkhall St. and civic no. 107 Larkhall St. north 43 degrees, 04 minutes, 49 seconds west, 184.602 m., thence by lands occupied by Pippy Park north 52 degrees 35 minutes 01 seconds east 39.570 m., thence by Parcel 02, Memorial University of NL. south 48 degrees 18 minutes 59 seconds east 99.660 m., thence by parcels 02 and 05 of MUN, north 56 degrees, 34 minutes, 01 seconds east, 74.656 m., to the principal point of beginning. The above described parcel contains in all an area of 1.295 ha. and is more particularly shown on the attached plan no. 1205. SUBJECT TO a storm sewer easement 6.0 m. wide extending along the eastern boundary, a walking trail extending across the northern portions and a proposed poleline extending partly along the western boundary. All bearings being referred to Grid North NAD 83



AGREEMENT

THIS AGREEMENT made the 15th day of October, 2007, at St. John's, in the Province of Newfoundland and Labrador,

BETWEEN:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND, a body corporate, pursuant to the *Memorial University of Newfoundland Act*, R.S.N.L. 1990, c. M-7

(hereinafter called the "University")

of the one part

AND:

C-CORE a corporation without share capital, duly incorporated pursuant to the laws of Canada

(hereinafter called "C-CORE")

of the other part

WHEREAS:

C-CORE was formed in 1975, with the financial support of the Devonian Foundation. The proposal was initiated by Memorial University of Newfoundland through Dr. Angus Bruneau and President Moses Morgan.

C-CORE's current mandate is to work closely with industry in providing unique and timely engineering solutions to meet the needs of the resource industries.

C-CORE maintains a full-time staff and may draw on the intellectual resources of the University.

The University and C-CORE have a synergistic relationship that contributes to the mandates of both organizations.

The University provides various support in kind to C-CORE through infrastructure and services.

C-CORE, from time to time, provides financial support for faculty appointments and supports graduate students. In addition, C-CORE hires undergraduate students to provide them valuable work experience.

This Agreement is intended to update and supersede the Memorandum of Understanding between the parties dated 1993.

NOW THIS INDENTURE WITNESSES that for and in consideration of the sum of Two Dollars (\$2.00) paid by each of the parties to the other, the mutual covenants contained in this agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each party), the University and C-CORE agree as follows:

1. Term

1.1 The Term of this Agreement shall extend from the date hereof for a period of five (5) years and thereafter shall continue in full force and effect from year to year unless terminated by six (6) months' notice in writing given by either party to the other or upon mutual agreement by the parties hereto.

2. C-CORE's Responsibilities

C-CORE acknowledges and agrees that in the conduct of its business it shall:

- 2.1 encourage and enable student participation in a variety of programs;
- 2.2 support the delivery of academic programs and provide opportunities for research related to its business from time to time;
- 2.3 offer opportunities for students of the University to gain work-related experience;
- 2.4 assist and work with the University to identify and achieve desirable faculty appointments to the University;
- 2.5 raise or earn money in such a manner as C-CORE may see fit, to fund the business activities of C-CORE;
- 2.6 accept any bequests, gifts or donations, or accumulate or to provide a fund or endowment and invest any such funds and apply the income arriving therefrom, or to resort to the capital thereof, for any of the objects of C-CORE;
- 2.7 employ any or all persons whose professional assistance may be required or deemed necessary to carry out the objects of C-CORE;
- 2.8 operate and manage its business in such a manner as to incur operating costs which do not exceed the moneys made available to C-CORE for such operation;
- 2.9 hire in its own name, and supervise and dismiss as may be necessary from time to time all persons required for the proper operation of the business of C-CORE;
- 2.10 specify duties and arrange for the preparation of any work schedules necessary to direct the activities of any persons employed by C-CORE, and provide such supervision as may be reasonably necessary in C-CORE's opinion to verify the adequacy with which any duties and work is being performed;
- 2.11 comply with any lease agreements with the University from time to time in respect of any premises of the University which are occupied by C-CORE;

- 2.12 arrange for the payment of such debt, service and municipal tax obligations in respect of the business of C-CORE or premises occupied by C-CORE as may be reasonably requested by the University, and to cooperate with the University and its representatives in connection with the entering and processing of any appeals regarding municipal tax or other assessments;
- 2.13 arrange, at its cost, prudent and sufficient insurance coverage for the business operations and assets of C-CORE; this insurance coverage may be secured through a contractual arrangement with the University;
- 2.14 if the University is required by legislation to comply with any information requests, audit requirements or investigation requirements from an entity (the "Auditing Entity"), C-CORE agrees that it will provide the same access and cooperation to the Auditing Entity in respect of its documents and information as is required of the University;
- 2.15 maintain its own registered head office separate and apart from the University;
- 2.16 not amend its Articles or By-Laws in respect of the provisions dealing with the appointment or election of directors without first notifying the President of the University;
- 2.17 hold regular meetings of its board of directors, at least semi-annually, keep minutes of those meetings, and ensure that all corporate record keeping is done in accordance with its governing legislation, including the filing of annual returns, notices of directors, annual shareholder or member meetings, and the like;
- 2.18 provide semi-annual reports to the Separately Incorporated Entity Standing Committee, as well as an annual report, including completed checklist in the form attached to this Agreement (or such other form as is requested from time to time); and
- 2.19 inform the Board of Regents via the Separately Incorporated Entity Standing Committee of all material decisions as soon as practicable following such decision.

3. The University's Responsibilities

The University agrees that it will provide administrative services to C-CORE from time to time which shall include:

- 3.1 payroll services with respect to all persons engaged to work by C-CORE, based on information supplied by C-CORE, and to make all payroll reports and returns required by law and to remit to the proper authorities all deductions and payments for income tax, unemployment insurance, group coverages, union dues, Canada Pension Plan, Workplace Compensation and any other deductions or payments which may from time to time be applicable to any such persons or their employer or both;
- 3.2 the University shall keep and maintain full, detailed and proper records regarding all financial transactions processed by the University for C-CORE;

- 3.3 the University shall provide security, custodial services, utilities and snow clearing for any buildings/parking lots leased or owned by C-CORE on the University campus, with the exception of the Dr. Jack Clark Geotechnical Engineering Building in which case C-CORE shall reimburse the University for utilities;
- 3.4 the Department of Facilities Management shall provide support and advice as requested by C-CORE, from time to time to the maintenance and operations staff of C-CORE;
- 3.5 the Department of Computing and Communications shall provide support and advice as requested by C-CORE in regards to the University computing and communications infrastructure being used by C-CORE; and
- 3.6 such other services as referenced in any lease agreement between the University and C-CORE from time to time.

4. Administration and Finance

- 4.1 The University agrees that it shall provide those necessary administrative and financial services to C-CORE as are agreed upon from time to time between the University and C-CORE.
- 4.2 C-CORE agrees that its administrative, travel and financial policies shall comply with all federal, provincial, municipal or other laws.
- 4.3 In addition, C-CORE agrees that it will provide the Separately Incorporated Entity Standing Committee with a copy of its policy manual, as updated from time to time.
- 4.4 C-CORE further agrees that each time C-CORE adopts a significant new policy or creates a significant change in an existing policy, it will provide notice thereof, or an updated policy manual, to the Separately Incorporated Entity Standing Committee.
- 4.5 The University agrees that if the University has any concerns in respect of any of the policies of C-CORE, it shall raise those concerns with C-CORE through the Separately Incorporated Entity Standing Committee.

5. Employment Issues

- 5.1 C-CORE shall in writing request the University's Department of Human Resources, as agent, to place the employees of C-CORE in the group health and benefits plan.
- 5.2 The University shall act as agent for C-CORE in placing C-CORE employees under the University group health and benefits plan, and shall ensure the designation of the employees of C-CORE as non-University employees under those group health and benefit plans. C-CORE shall ensure that its employees comply with all requirements, terms and conditions from time to time, of the group health and benefit plans.
- 5.3 The University recognizes that certain employees of C-CORE are members of a defined benefit pension plan administered under the Memorial University Pensions Act (the Act). In accordance with the Act, no other C-CORE employees are eligible to join this pension

plan. Should C-CORE wind-up or dissolve, the University will assume responsibility for such funding obligations under the Act that would otherwise be the responsibility of C-CORE. As per Article 9.2, C-CORE will maintain a reserve of funds sufficient to provide for its outstanding liabilities upon wind-up or dissolution, including amounts required under its supplemental retirement income plan and other retirement supplements which might exist on the effective date of this Agreement. If, however, sufficient funds do not exist upon wind-up to fund C-CORE's supplemental retirement income plan or other retirement supplements, the University agrees to honour these obligations on behalf of C-CORE, provided however that the University's obligation will be limited to the maximum amount of benefits that would have been payable if such C-CORE employees were participants under the University's then existing supplemental retirement income plan.

- 5.4 All employment advertising and letters of offer of employment by C-CORE shall be on the letterhead of C-CORE and not on the letterhead of the University, and shall clearly state that the employer is C-CORE.
- 5.5 In the event of a strike or a lockout, C-CORE shall be responsible to arrange the operation of its business and the maintenance of any premises occupied by it through the use of any of its employees who are administrative or supervisory in order to replace or fulfil the duties of the employees of C-CORE who are on strike or subject to a lockout.

6. Facilities

- 6.1 C-CORE shall enter into a separate lease agreement with the University for any facilities occupied by C-CORE and owned by the University.
- 6.2 The University shall arrange sufficient insurance coverage of the facilities occupied by C-CORE on Memorial University land including such necessary policies for fire and other peril, plate glass, public liability, fidelity, money loss, boiler and machinery and any other insurance which may from time to time be required by the University relative to the facilities occupied by C-CORE or which C-CORE and the University mutually agree is necessary for the adequate and reasonable protection of the facilities. C-CORE will reimburse the University for this insurance coverage.
- 6.3 If any facilities occupied and or owned by C-CORE on University land are damaged or destroyed, C-CORE and the University will mutually agree on repair or replacement of the facilities.
- 6.4 C-CORE shall not sell any facilities owned by C-CORE and occupying University land without the prior written consent of the University.

7. The University's Indemnity

- 7.1 The University shall, during and after the termination of this Agreement, indemnify and save harmless C-CORE from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees, arising from the negligence of the University, or anyone in law for whom it is responsible, and arising from the failure by the University to carry out the provisions of this Agreement.

7.2 The indemnity in this section 7 is subject to, and shall be overridden by, an indemnity provision contained in any lease between the University and C-CORE from time to time in respect of premises occupied by C-CORE.

8. C-CORE's Indemnity

8.1 C-CORE shall, during and after the termination of this Agreement, indemnify and save harmless the University from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees, arising from the negligence of C-CORE, or anyone in law for whom it is responsible, and arising from the failure by C-CORE to carry out the provisions of this Agreement.

8.2 The indemnity in this section 8 is subject to, and shall be overridden by, an indemnity provision contained in any lease between the University and C-CORE from time to time in respect of premises occupied by C-CORE.

9. Winding Up and Dissolution of C-CORE

9.1 Prior to the winding up of C-CORE, and following the payment of all then existing liabilities of C-CORE, C-CORE agrees to convey all of its assets to the University.

9.2 C-CORE will at all times maintain a reserve of funds to provide for its outstanding liabilities upon windup, which includes sufficient funds to pay the required outstanding and the minimum notice or severance payments to all employees as required by legislation, any pension or funds required by a supplemental retirement income plan, and to pay all statutorily required remittances, including but not limited to payroll tax, remittances to Canada Customs and Revenue Agency for outstanding Harmonized Sales Tax or source deductions, worker's compensation remittances, or any other amounts for which the directors or shareholders of a corporation may become personally liable from time to time by law.

9.3 In the event that the directors of C-CORE determine that sufficient funding is not likely to be available for the future operations of the entity, then the directors of C-CORE shall notify the Board of Regents of the University immediately and take all steps required by its governing legislation for the orderly dissolution of C-CORE, including payment of all liabilities, distribution of any remaining assets, and delivery of the necessary notices or applications to regulatory authorities.

9.4 If C-CORE has non-unionized employees, C-CORE shall ensure that it enters into employment contracts (or equivalent) with all of its employees which specify the employee's rights upon termination.

9.5 If C-CORE wishes to be totally separate from the University (including withdrawal of University's provision of services) or wishes to convert into a corporation with share capital which operates for profit, C-CORE agrees to negotiate with the Separately Incorporated Entity Standing Committee to ensure that the interests of the University are protected and balanced with the interests of C-CORE.

10. Miscellaneous Provisions

C-CORE will maintain its own visual identity for the purposes of carrying out its duties under this Agreement, which shall include, but shall not be limited to, maintaining its own identity in terms of logos, business cards, letterhead, etc. and where appropriate will reference that C-CORE is "affiliated with Memorial University of Newfoundland."

- 10.1 C-CORE agrees to ensure that in respect of any contract, cheque, pay stub, purchase order, T-4 slip or other document whereby C-CORE undertakes any obligations or liabilities, it is clearly indicated to third parties that the obligor is C-CORE and not the University.
- 10.2 In the event of a dispute between C-CORE and the University in respect of the interpretation or compliance with this Agreement, the parties agree to make best efforts at resolving the dispute to their mutual benefit. If either party feels an impasse has been reached, they are to inform the other party by registered letter. C-CORE and the University agree that if, within 60 days of the date of delivery of the aforesaid registered letter, no resolution has been reached, then either party may elect to proceed to binding arbitration by a mutually agreed upon, single, independent arbitrator. The cost of arbitration will be shared equally by both parties. If no agreement can be reached as to the identity of the single arbitrator, then either party may apply to the Supreme Court of Newfoundland for the appointment of same, in accordance with the provisions of the *Arbitration Act (Newfoundland and Labrador)* or any successor or replacement legislation therefor.
- 10.3 This Agreement shall enure to the benefit of and be binding on the parties, their respective heirs, executors, administrators, successors and assigns.
- 10.4 This Agreement shall not be assigned by either party without the express written consent of the other party.

11. Entire Agreement

- 11.1 This Agreement embodies the entire agreement of the parties with regard to the matters contained herein, and no other agreement shall be deemed to exist except as entered into in writing by both parties to this Agreement.

12. Jurisdiction

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador, and the Federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first before written.

s. 40(1)

[Redacted Signature]

Witness

**MEMORIAL UNIVERSITY OF
NEWFOUNDLAND**

Per:

[Redacted Signature]

Title

s. 40(1)

s. 40(1)

[Redacted Signature]

Witness

C-CORE

Per:

[Redacted Signature]

Title

s. 40(1)

CORPORATE GOVERNANCE CHECKLIST

TO: Chief Operating Officer of each Separately Incorporated Entity Affiliated with Memorial University of Newfoundland (hereafter the "Corporation")

FROM: Vice-President, (Administration & Finance), Memorial University of Newfoundland

RE: Annual Corporate Filings & Other Required Documentation

Please complete this checklist and return it to the Director, Department of Financial and Administrative Services, no later than _____, so that appropriate assistance can be provided to the Corporation where necessary. If any questions arise in the completion of this Checklist, please contact the Director, Department of Financial and Administrative Services.

Where appropriate, please attach Comments, particularly where a "No" response would require it.

CORPORATION _____

REPORTING YEAR _____

CORPORATE DOCUMENTATION

1. Annual Return for Corporation for 20____ has been submitted to the Registry of Companies YES___ NO___
If yes, by: _____ (ie. Corporation, MUN Dept.)

2. Annual Meeting of Shareholders/Members of Corporation has been held or is scheduled to be held on: YES___ NO___
If yes, date: _____

3. Minutes of Meetings of Shareholders/Members/Directors have been duly approved, signed and placed in Corporation's Minute Book: YES___ NO___
If yes, by: _____ (ie. Corporation, MUN Dept.)

4. All resolutions of the Shareholders/Members/Directors been duly approved, signed and placed in the Corporation's Minute Book: YES___ NO___
If yes, by: _____ (ie. Corporation, MUN Dept.)

5. Notice of Directors has been filed for each change in directors of Corporation Board: YES___ NO___
If yes, by: _____ (ie. Corporation, MUN Dept.)

6. Amendments were made and Notices filed of Amendments to Articles of Incorporation / Articles of Continuance / Corporation By-Laws and Amendments Filed YES___ NO___
If yes, by: _____ (ie. Corporation, MUN Dept.)

DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

- 7. The Corporation has placed insurance coverage for Directors' and Officers' liability in a policy that expires on:
 _____ [insert date] YES___ NO___
- 8. Each director and officer has been made aware of the terms of the Directors' and Officers' Liability Insurance by the Board chair or his/her delegate. YES___ NO___
- 9. Each director has been informed by the Board chair of his/her rights, responsibilities and obligations as a director of the Corporation. YES___ NO___

CORPORATION INSURANCE COVERAGE

- 10. The Board has been made aware of the limits of insurance coverage currently in place regarding Corporation liability. YES___ NO___
- 11. The Board has reviewed the insurance coverage currently in place with respect to liability of the Corporation and believe that such insurance coverage is reasonably prudent and sufficient for the business being carried out by that Corporation. YES___ NO___
- 12. The Board chair has been provided with copies of all insurance policies in place regarding Corporation liability. YES___ NO___

OTHER DOCUMENTATION

- 13. The Corporation has during the past year complied with all of the terms of any agreement with Memorial University of Newfoundland. YES___ NO___
- 14. Attached is a copy of the audited/unaudited financial statements for the Corporation's fiscal year ended _____. YES___ NO___
- 15. Attached is a copy of the Corporation's Annual Report for the calendar year ended _____. YES___ NO___

OTHER REQUIRED FILINGS

- To date, the following returns and remittances have been filed:
- 16. Health and Post Secondary Education Tax Act Tax Returns YES___ NO___
 - 17. Corporation Income Tax Returns YES___ NO___
 - 18. Statutory Remittances for CPP / EI / HST YES___ NO___
 - 19. Annual Return as registered charity (if applicable) YES___ NO___
 - 20. Remittances (tax or otherwise) to any governmental/municipal authority. YES___ NO___
 - 21. There are no material liabilities or material contingent liabilities of the Corporation, other than those liabilities described in the attached List of Liabilities & Amount. YES___ NO___

THIS AGREEMENT made at Corner Brook, in the Province of Newfoundland, Canada, this 13 day of Aug, 2013.

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

(hereinafter called "the Lessor")

of the one part

AND: **GRENFELL CAMPUS STUDENT UNION (GCSU)**, a body corporate established pursuant to the provisions of the Corporations Act, c. C-36, R.S.N. 1990

(hereinafter called "the Lessee")

of the other part

WHEREAS the Lessee wishes to continue to assume responsibility for the operation of both floors of the Student Centre Annex accommodating Student Union offices and related student support facilities on the easterly portion of Grenfell Campus (hereinafter called "the Annex" and as shown in Appendix A), which is attached to and forms part of this Agreement;

AND WHEREAS the Lessor agrees that the responsibility for the operation of the Annex be transferred to the Lessee subject to the terms and conditions hereinafter described;

WITNESSETH that for and in consideration of the sum of one (1) dollar, the Lessor **HEREBY DEMISES** unto the Lessee **ALL AND SINGULAR** those premises situate and being the Student Centre Annex of Grenfell Campus of the Lessor located in Corner Brook, in the Province of Newfoundland and as shown in Appendix A attached, **TO HAVE AND TO HOLD** the demised premises for and during the term of five (5) years to commence and be computed from the 1st day of January, 2013, and thence forward next and ensuing and fully to be completed and ended on the 31st day of December, 2018.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The Annex of the Grenfell Campus will be under the supervision and control of the Student Union.

- 2 -

2. A Joint Management Committee has been created to identify and address issues which are beyond the normal day-to-day operations. The Joint Management Committee's role and duties are as per the Terms of Reference in Appendix B, which is attached hereto and forms part of this Agreement.
3. The Lessee may sublet portions of the Annex of the Grenfell Campus, with the approval of the Lessor, and such approval will not be unreasonably withheld.
4. The Lessee and approved sub-lessees may affix such signs to the interior of the leased premises as the Lessee deems necessary for its business, provided always the design, size and location of such signs be first approved in writing by the Lessor.
5. The Lessee is responsible for the cost of heat and light for those areas in the Annex of the Grenfell Campus for which the Lessee receives rental income.
6. In recognition of the provided services for the leased space, the Lessee agrees to pay an annual service fee and both parties agree to adhere to the terms as set out in that Service Agreement which forms part of this Agreement to the Lessor as outlined in the Service Agreement in the attached Appendix C.
7. The Lessee agrees that all profits from the Annex of the Grenfell Campus will be used to pay for new furniture or other amenities in the Annex or other capital/student projects and various initiatives of direct benefit to the student body.
8. The Lessor covenants not to enter into an agreement with any other food service providers without prior consultation with the Student Union. Any future food services outside the scope of this Lease will be done through a competitive procurement process.
9. The Lessee will indemnify and hold harmless, the Lessor from and against any and all claims, demands, actions, suits or other proceeding of whatever nature, including all costs and expenses incurred in connection therewith, brought or instituted by a third party and based on or arising out of the assignment performed or to be performed by the Lessee under this Service Agreement requirements as outlined in Appendix C.
10. Both parties agree that this Lease may be renewed for a subsequent five (5) year term. The Lessee shall notify the Lessor in writing of its intent to renew by May 1st, 2017.

IN WITNESS WHEREOF the parties have executed these presents in accordance with their respective rules and regulations the day and year first before written.

THE COMMON SEAL
of Memorial University
of Newfoundland was
hereunto affixed in the
presence of

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

s. 40(1)

[Redacted Signature]

WITNESS

[Redacted Signature]

s. 40(1)

CHAIRPERSON OF THE BOARD OF REGENTS

[Redacted Signature]

s. 40(1)

BURSAR

THE COMMON SEAL
of Grenfell Campus Student
Union was hereunto affixed
in the presence of

GRENFELL CAMPUS STUDENT UNION (GCSU)

s. 40(1)

[Redacted Signature]

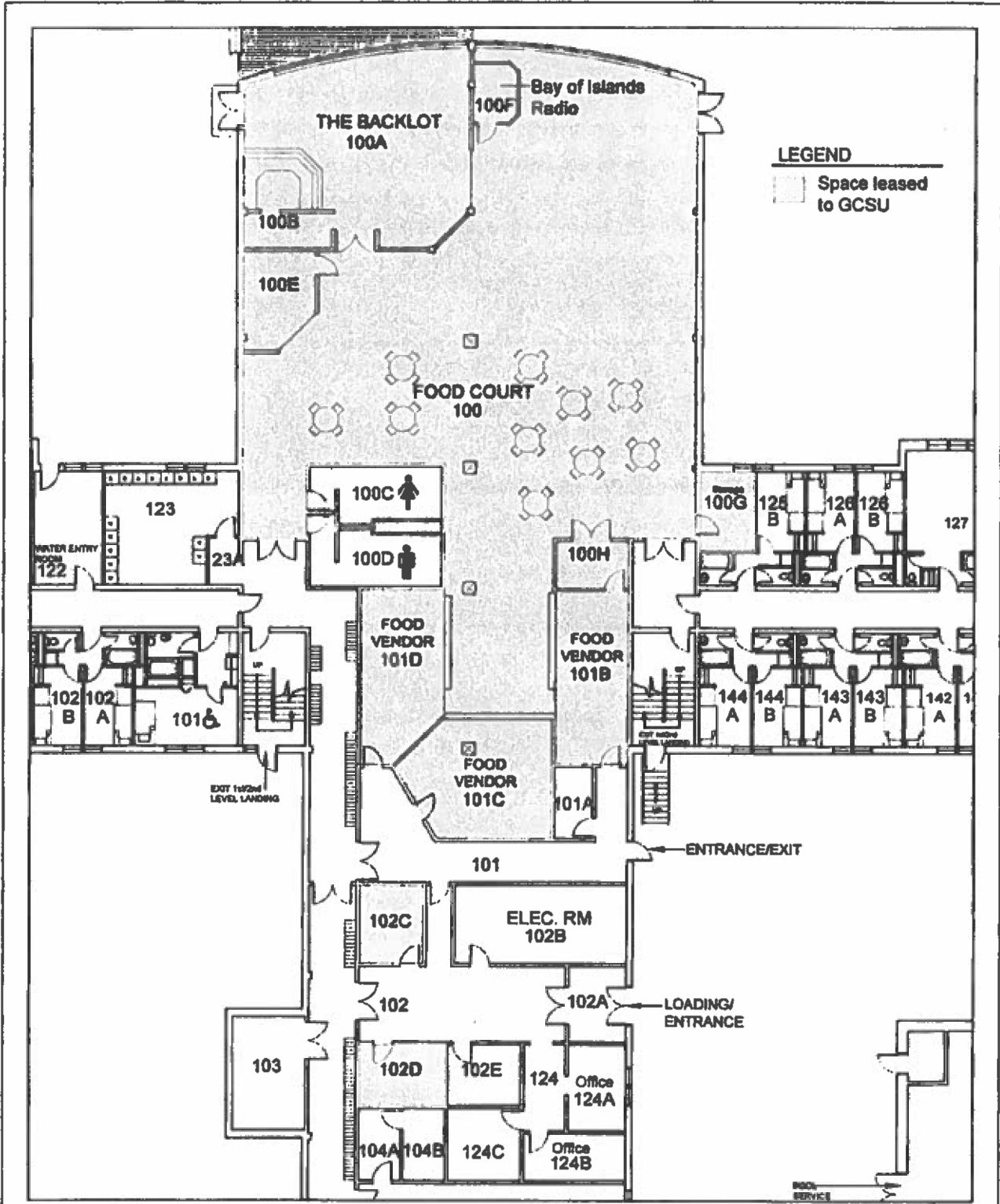
WITNESS

[Redacted Signature]

s. 40(1)

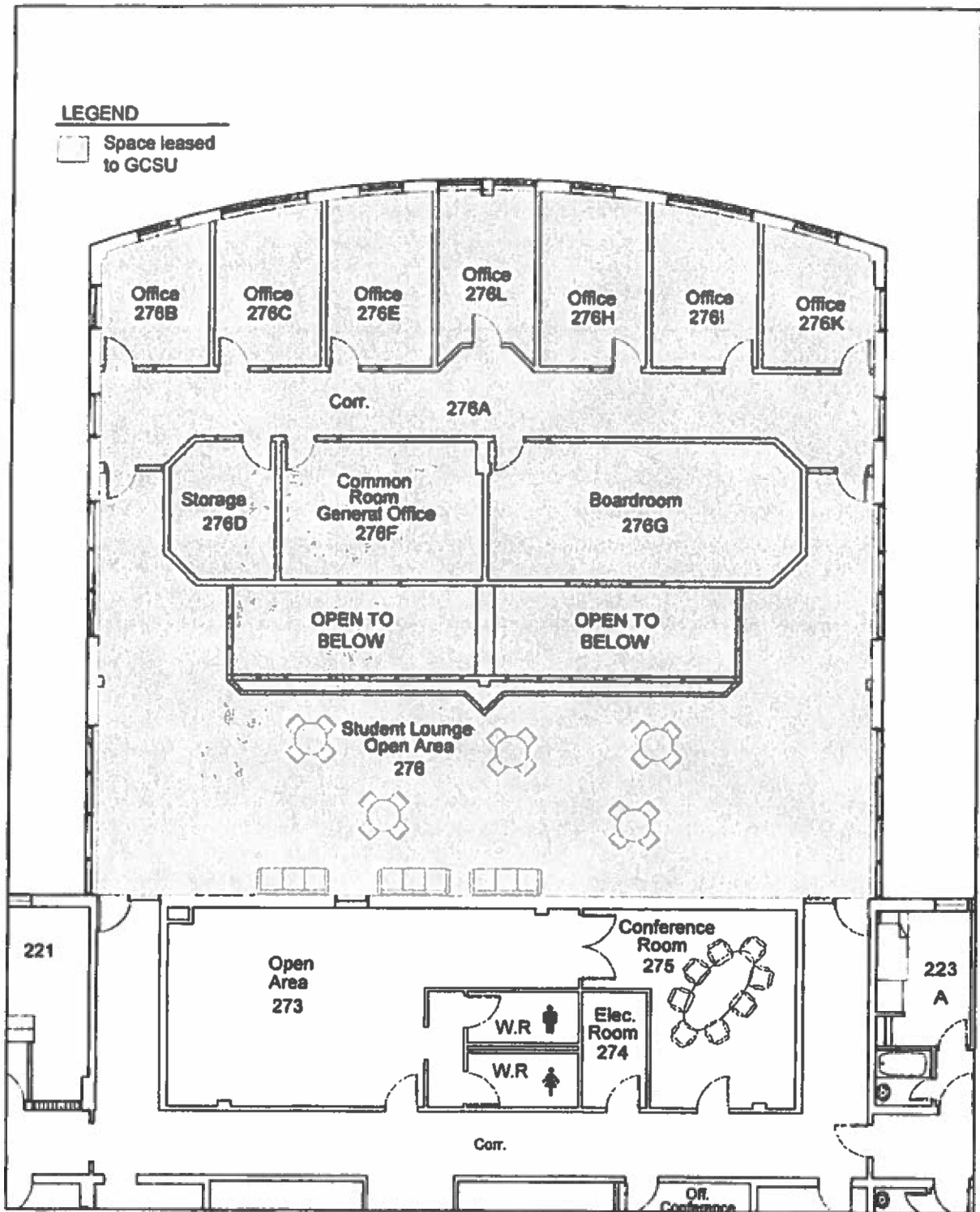
LESSEE

APPENDIX A



ARTS & SCIENCE BUILDING
LEVEL 1 - PARTIAL PLAN





ARTS & SCIENCE BUILDING
LEVEL 2 - PARTIAL PLAN



APPENDIX B

APPENDIX B JOINT MANAGEMENT COMMITTEE –TERMS OF REFERENCE

Mandate:

The Joint Management Committee is a Committee between the GCSU (Grenfell Campus Student Union) and Memorial University of Newfoundland and is referenced in the building Lease between the GCSU and Memorial University of Newfoundland. The Annex of the Grenfell Campus will be operated under the direction of this Committee.

The Joint Management Committee is responsible for ensuring that terms and conditions set out in the building lease between the University and GCSU are met.

Section I: Composition

The Joint Management Committee will be composed of six (6) members:

1. President, GCSU
2. Vice President Executive, GCSU
3. General Manager, GCSU
4. Assistant Manager, Campus Enforcement and Patrol, Grenfell Campus
5. Manager, Facilities Management, Grenfell Campus
6. Conference Marketing Coordinator, Grenfell Campus

The Joint Management Committee will be co-chaired by one (1) representative of the three (3) University members and one (1) of the three (3) Student Union members. In case of a tie vote, the co-chairs would have to reach a consensus on the decision to be made.

Section II: Meetings

Article 1. The Committee will meet at least twice a year, once during the fall semester and again during the winter semester.

Article 2. All committee members must be present for quorum.

Section III: Duties

Article 1. The Joint Management Committee's purpose is to advise appropriate University administrative positions and make recommendations to Council with respect to issues such as maintenance, upgrades, and safety.

Article 2. The Joint Management Committee will review maintenance and upgrades to the Annex and/or service outlets operating within the Annex.

Article 3. The Joint Management Committee will review any problems with the leased space and systems such as electrical, HVAC, and plumbing, and make recommendations to the University in order to resolve the problems.

Article 4. The Joint Management Committee will be responsible to ensure that the leased space, and all services contained within, operate under safety codes, procedures, and policies set out by the Government of Canada, Government of Newfoundland and Labrador, City of Corner Brook, and Memorial University of Newfoundland.

Article 5. Decisions of the Committee cannot violate the terms and conditions set out in the building Lease and/or Lease obligations of the University and/or GCSU.

Definitions

Annex: Student Union Annex

Committee: Joint Management Committee

Council: Council of the Grenfell Campus Student Union

GCSU: Grenfell Campus Student Union

APPENDIX C

**APPENDIX C
SERVICE AGREEMENT**

In recognition of the provided services, the parties hereto agree as follows:

1. The Lessee will report to the Associate Vice-President, Administration and Finance at Grenfell Campus for the administration of the Service Agreement.
2. This service agreement shall be for the same period as the Lease agreement commencing on January 1st, 2013 and ending on December 31st, 2018.
3. The Lessee will pay the amount of \$12,000 as an annual service fee for the leased space.
4. Both parties agree that the service fee specified at \$12,000 is below market rate and is in lieu of the many student services offered by the GCSU and costs associated with these student services.
5. The annual service fee will be reviewed every two years, once on January 1st, 2015 and again on January 1st, 2017. Any proposed increase rate must be negotiated and agreed upon by both parties.
6. The service fee of \$12,000 and any increase negotiated as per Article 3 above, will be payable in one instalment by 28 February of each year.
7. It is understood that the Lessee holds title to all of the furnishings and equipment in the leased space, and for which the Lessor holds a mortgage as set out in the agreement of August 14, 1998 - Chattel Mortgage.
8. This service agreement witnesseth that in consideration for the stated annual fee, the Lessor will provide:
 - A) H.V.A.C. Services to the designated area.
 - B) Cleaning of the general area (that not covered by sub-let to tenants of the Food Court).
 - C) Electricity to the general area (that not covered by sub-let to tenants of the Food Court).
 - D) Routine maintenance and snow clearing services (for access to and equipment in use by the Lessee).
 - E) Capital maintenance consistent with the remainder of Grenfell Campus.

9. The Lessee shall purchase at its own expense and maintain for the duration of the lease:
- (a) **General Liability Insurance** (covering personal and bodily injury, death, property damage and tenant's legal liability) for limits of not less than Two Million Dollars (\$2,000,000) on an occurrence basis or such greater amount that the Lessor may require, with respect to liability arising from Lessee's operations and use of the Annex. Host Liquor Liability and Forcible Eviction coverage must also be included with respect to the operations of The Backlot;
 - (b) **Property insurance** covering Lessee's Contents for limits as Lessee determines to be appropriate with respect to its contents located in the Annex;
 - (c) Any other form of insurance as Lessor, acting reasonably, requires from time to time for risks against which a prudent tenant would insure and in respect of which insurance is available;
 - (d) All insurance required to be maintained by Lessee hereunder shall be in amounts and on terms satisfactory to Lessor. Such insurance shall be by policies in form, content and with insurers acceptable to Lessor. Such insurers shall provide to Lessor thirty (30) days prior written notice of cancellation or material alteration of such policies. Memorial shall be named as additional insured except for coverage for Lessee's Contents and shall contain a waiver of subrogation in favour of Lessor and shall protect and indemnify Lessor. Lessee shall furnish to Lessor evidence of such coverage either by a certificate of insurance or if required by Lessor, the original policies (signed by the insurers) of the insurance as may be required from time to time to be effected by Lessee.

AMENDED AND RESTATED MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT made the 4th day of July, 2014,
at St. John's, in the Province of Newfoundland and Labrador,

BETWEEN:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND, a
body corporate, pursuant to the *Memorial University of
Newfoundland Act*, R.S.N.L. 1990, c. M-7

(hereinafter called the "University")

of the one part

AND:

GENESIS GROUP INC., a corporation duly incorporated
pursuant to the laws of the Province of Newfoundland and
Labrador

(hereinafter called "Genesis" or the "Corporation")

of the other part

WHEREAS the University is the owner of the intellectual property and all other assets and facilities used from time to time in carrying on the business of Genesis (the "Assets");

AND WHEREAS the University desires to have Genesis manage the Assets as its agent and Genesis has agreed to accept such appointment as agent of the University;

AND WHEREAS this Agreement amends and replaces the Management Agreement dated December 17, 2003;

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of Two Dollars (\$2.00) paid by each of the parties to the other, the mutual covenants contained in this agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each party), the University appoints Genesis and Genesis accepts this appointment as managing agent for the University of the Assets on the terms and conditions as set forth herein;

1.1 Term

The Term of this Agreement shall extend from the date hereof for a period of one (1) year and thereafter shall continue in full force and effect from year to year unless terminated by notice in writing given by either party to the other not less than three months prior to the expiration of the original term of this agreement or any renewal thereof or upon mutual agreement by the parties hereto.

2. Genesis' Responsibilities

2.1 Genesis agrees and the University authorizes Genesis to manage the Assets as agent on behalf of the University during the term of this Agreement in a faithful, diligent and honest manner and to enter into such contracts and agreements as agent of the University as may be necessary in the performance of the following duties:

- (a) to commercialize intellectual property developed by members of the faculty and community of the University, including the entry into such contracts and licences and other arrangements as are related thereto;
- (b) to be, and to create, a support network to assist knowledge based businesses and entrepreneurs in the development of high growth enterprises;
- (c) to provide access to, and to act as a liaison with the University in respect of, the multi-disciplinary resources of the University for those persons involved in the development of knowledge based business and high growth enterprises;
- (d) to arrange and/or provide for the mentoring of persons involved in the development of knowledge based business and high growth enterprises;
- (e) to provide support, guidance, and assistance to those persons involved in research, the practical applications of research, teaching and mentoring;
- (f) to operate and manage the business of Genesis and the Assets in such a manner as to incur operating costs which do not exceed the moneys made available to Genesis for such operation, whether from the University, or other sources, unless Genesis has received approval in writing from the President of the University to exceed such amount;
- (g) to facilitate and make appropriate arrangements as it deems necessary to encourage voluntary participation in the affairs of Genesis by the community at large;
- (h) to hire, supervise and dismiss as may be necessary from time to time all persons required for the proper operation and maintenance of the Assets;

- (i) to direct and supervise any persons employed pursuant to this Agreement for the operation and maintenance of the Assets and to arrange for any technical instruction of such persons which may be required for the proper operation and maintenance of such Assets;
- (j) to specify duties and arrange for the preparation of any work schedules necessary to direct the activities of any persons employed to work at the Assets, and to provide such supervision as may be reasonably necessary in Genesis' opinion to verify the adequacy with which any duties and work is being performed;
- (k) to arrange for the supply, which may be achieved through contractual arrangements with the University, as may be required of electricity, gas, steam, fuel, water, telephone and other services, and to arrange through use of its employees or independent contractors as in each instance may seem the more desirable for the effective and economical operation, maintenance and repair of the Assets as may be required by the University or deemed desirable by Genesis, or so as to comply with the enforcement of any regulations and requirements of which Genesis is notified by any local board of health, police and/or fire departments, and/or any other municipal, provincial and federal authorities having jurisdiction which affect the Assets, and without limiting the generality of the foregoing, such arrangements shall include those for janitor service and any other cleaning, building security and ice removal, landscaping and grounds maintenance, painting and redecoration, alterations and any supervision and maintenance necessary in connection with the Assets;
- (l) to arrange for the payment of such debt, service and municipal tax obligations as may be requested by the University, and to cooperate with the University and its representatives in connection with the entering and processing of any appeals regarding municipal tax assessments levied against the Assets;
- (m) to arrange at its cost sufficient insurance coverage of the Assets including such necessary policies for fire and other peril, plate glass, public liability, fidelity, money loss, boiler and machinery and any other insurance which may from time to time be required by the University relative to the Assets or which Genesis determines is necessary for the adequate and reasonable protection of the Assets. This insurance coverage may be secured through a contractual arrangement with the University;
- (n) generally to do and perform and where desirable contract as agent for the University for all things desirable or necessary for the proper and efficient management of the Assets, and to perform every other act whatsoever in or about the Assets to carry out the intent of this Agreement, provided, however, that Genesis shall not authorize any work, repairs, alterations or redecoration with an estimated cost in excess of **Ten Thousand Dollars (\$10,000.00)** for any one item without first obtaining the written approval of the President of the University to proceed with such work except for monthly or recurring operating charges or unless the University's approval is already implied by the approval of budget estimates, except that if any such work is urgently required to be done, and failure

to do such work which would cause personal injury or damages to the Assets or which could impair the value of the University's investment at a time when the University or its duly authorized representatives cannot be reasonably located for the purpose of giving approval for such work, or if failure to do such work might expose either the University or Genesis, or both to the imposition of penalties, fines, imprisonment or any other liability, then Genesis is authorized to proceed with any work as it in its absolute discretion reasonably determines to be urgently necessary for the protection and preservation of the Assets or the University's investment therein, or to protect the University or Genesis from exposure to fines, penalties, imprisonment or other liability, except that nothing herein permits Genesis to incur any costs or expenses in excess of the funds available to Genesis within a particular fiscal year; and

2.2 All funds collected by Genesis are collected in its role as agent for the University.

2.3 Genesis shall operate on a not for profit/break even basis subject to section 12.2.

3. The University's Responsibilities

3.1 The University agrees that it will provide administrative services to Genesis relating to the management of the Assets which shall include:

- (a) payroll services with respect to all persons employed by Genesis to work at the Assets and to make all payroll reports and returns required by law and to remit to the proper authorities all deductions and payments for income tax, unemployment insurance, group coverages, union dues, Canada Pension Plan, Workers' Compensation and any other deductions or payments which may from time to time be applicable to any such persons or their employer or both;
- (b) the University shall keep and maintain full, detailed and proper records regarding all financial transactions involving the management of the Assets; and
- (c) Facilities Management shall provide support and advice as required from time to time to the maintenance and operations staff of Genesis.

3.2 The University agrees that it will provide an annual operating grant to Genesis in such amount (whether in money or "in kind" support) as determined on a fiscal year basis by the University.

4. Administration and Finance

4.1 The parties agree that the University shall provide necessary administrative and financial services to Genesis, and that Genesis shall adhere to all administrative, travel and financial policies of the University that:

- 5 -

- (a) are governed by federal, provincial, municipal or other laws; or
- (b) in the opinion of the University, directly impact the internal controls of the University.

4.2 Where the board of directors of Genesis proposes to resolve that it is not in the best interests of Genesis to adopt any particular administrative, travel or financial policies of the University, the board of directors (or its delegate) shall first discuss the proposed resolution with the Separately Incorporated Entities' Sub-Committee of Vice Presidents' Council, or its successor, of the University, providing a copy of the policy or policies which Genesis proposes to adopt instead of the University policy or policies. In this regard, Genesis agrees and undertakes to enter into good faith discussions with the Separately Incorporated Entities' Sub-Committee of Vice Presidents' Council, or its successor, of the University and to provide reasonable time for the conduct of those discussions prior to the adoption by resolution of the board of directors of Genesis of any such policy or policies.

5. Employment Issues

- 5.1 Genesis shall establish its own pension plan or employee RRSP plan or otherwise as recommended by the subcommittee of the Board of Regents reviewing pension issues.
- 5.2 Genesis shall in writing request the University's Department of Human Resources, as agent, to place the employees of Genesis in the group health and benefits plan.
- 5.3 The University shall act as agent for Genesis in placing Genesis employees under the University group health and benefits plan, and shall ensure the designation of the employees of Genesis as non-University employees under those group health and benefit plans. Genesis shall ensure that its employees comply with all requirements, terms and conditions from time to time, of the group health and benefit plans.
- 5.4 All employment advertising and letters of offer of employment by Genesis shall be on the letterhead of Genesis and not on the letterhead of the University, and shall clearly state that the employer is Genesis.

6. Negotiating Services with Unions

Genesis further agrees to negotiate with a union or unions for any persons whose services are required pursuant to this Agreement and agrees that its negotiators shall be persons designated and provided by the University. In the event of a strike or a lockout, Genesis shall be responsible to arrange the operation and maintenance of the Assets through the use of any of its employees who are administrative or supervisory in order to replace or fulfil the duties of the employees of the Assets who are on strike or subject to a lockout.

7. The University's Indemnity

The University shall, during and after the termination of this Agreement, indemnify and save harmless Genesis from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees, arising from any cause whatsoever (except if due to the negligence of Genesis or those for whom it is in law responsible), provided Genesis is carrying out the provisions of this Agreement or is acting on the subsequent directions of the University.

8. Genesis' Indemnity

Genesis shall, during and after the termination of this Agreement, indemnify and save the University completely free and harmless from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees, by reason of any cause whatsoever, if Genesis has not carried out the provisions of this Agreement or if caused as a result of the negligence of Genesis or those for whom Genesis is in law responsible, and Genesis agrees, if so requested, to provide the University with sufficient liability and blanket fidelity insurance for the purpose of indemnifying the University pursuant to this paragraph, which certificate shall include an undertaking that the insurer will provide the University with at least ten (10) days prior written notice of cancellation of any material change in the provisions of the insurance policy.

9. Insurance

The University requires Genesis to arrange, at cost to Genesis, for comprehensive liability insurance to a limit of not less than **One Million Dollars (\$1,000,000.00)** inclusive, and agrees that Genesis shall be named as an insured party along with the

University in any such policy or policies which shall provide protection against any claim for personal injury, death or property damage, or loss in the event that either the University or Genesis shall be held liable as a result of the respective obligations as owner and manager of the Assets. The University further requires that a certificate for each insurance policy shall be delivered to the University which will include an undertaking that the insurer will provide Genesis and the University with at least ten (10) days prior written notice of cancellation of any material change in the provisions thereof. This insurance coverage may be secured through a contractual arrangement with the University.

10. Indemnification

Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall Genesis be liable to the University for the amount of any loss or damage to the Assets against which the University is insured and thereby entitled to indemnification from its insurers, but only to the extent of such indemnification.

11. Organizational Structure of Genesis

- 11.1 Genesis will maintain its own registered head office separate and apart from the University and will be responsible for its own corporate record keeping.
- 11.2 Genesis will have only one class of shareholders with the right to vote.
- 11.3 Ownership of the voting shares will be restricted to the University.
- 11.4 Genesis agrees to cooperate with the Board of Regents in establishing a policy for increasing the pool of candidates available to serve as directors of Genesis from time to time.
- 11.5 The executive committee of the Board or the entire board of directors of Genesis will meet, as least quarterly, and shall keep minutes of those meetings, and shall ensure that all corporate record keeping is done in accordance with either the Corporations Act, including the filing of annual returns, notices of directors, annual shareholder or member meetings, and the like.

- 11.6 Genesis shall provide a semi-annual report to the Separately Incorporated Entities' Sub-Committee of Vice Presidents' Council, or its successor, of the University, as well as an annual report, including completed checklist in the form as is requested from time to time.
- 11.7 Genesis agrees that it will keep all corporate income tax filings current and up to date as required by law.
- 11.8 Genesis' board of directors acknowledges that it has a fiduciary duty to act at all times in the best interests of Genesis in its decision making.
- 11.9 Genesis' board of directors shall report all material decisions affecting Genesis to the Board of Regents via the Vice-President (Administration & Finance) of the University as soon as practicable following such decision, but in no event later than the next scheduled semi-annual report to the Separately Incorporated Entities' Sub-Committee of Vice Presidents' Council, or its successor, of the University.
12. Winding Up and Dissolution of Genesis
- 12.1 Prior to the winding up of Genesis, and following the payment of all then existing liabilities of Genesis, Genesis agrees that any assets which are held by it in its own name as trustee will be transferred to the University.
- 12.2 Genesis will at all times maintain a reserve of funds, in an amount acceptable to the University, or a binding commitment from a credible public or private sector source, acceptable to the University, that they will advance such funds, to provide for its outstanding liabilities upon windup, which includes sufficient funds to pay the required outstanding wages and the minimum notice or severance payments to all employees as required by legislation, any person or funds required by a supplemental retirement income plan, and to pay all statutorily required remittances, including but not limited to payroll tax, remittances to Canada Revenue Agency for outstanding Harmonized Sales Tax or source deductions, worker's compensation remittances, or any other amounts for which the directors or shareholders of a corporation may become personally liable from time to time by law.

- 12.3 In the event that the directors of Genesis determine that sufficient funding is not likely to be available for the future operations of the entity, then the directors of Genesis shall notify the Board of Regents of the University immediately and take all steps required by the Corporations Act for the orderly dissolution of Genesis, including payment of all liabilities and delivery of the necessary notices or applications to regulatory authorities.
- 12.4 In the event that the Board of Regents have determined following consultation with Genesis that the mandate of Genesis would be better carried out under a different organizational structure, the directors of Genesis will take all steps required by the Corporations Act for the dissolution of Genesis, including the payment of all its liabilities, distribution of any remaining assets, and the delivery of the necessary notices or applications to the appropriate regulatory authorities.
- 12.5 If Genesis has non-unionized employees, Genesis shall ensure that it enters into employment contracts with all of its employees which specify the employees' rights upon windup of Genesis. In the case of unionized employees, Genesis shall use its best efforts to ensure that rights of its employees upon windup of Genesis are codified in the applicable collective agreement.
- 12.6 If Genesis wishes to be totally separate from the University (including withdrawal of University funding and provision of services in kind) or wishes to convert into a corporation which operates for profit, Genesis agrees to negotiate with the Board of Regents to ensure that the interests of the University are protected and balanced with the interests of Genesis.
- 12.7 The parties agree that any assets, of whatsoever nature or kind, tangible or intangible, acquired by Genesis whether as a donation, gift, purchase or otherwise, shall be the property of the University, and Genesis agrees that it holds and will hold all such assets as bare trustee, in trust for the University, subject to the use of same by Genesis prior to windup or dissolution in the performance of this Agreement.

Miscellaneous Provisions

13. Genesis will maintain its own visual identity for the purposes of carrying out its duties

under this Agreement, which shall include, but shall not be limited to, maintaining its own identity in terms of logos, business cards, letterhead, etc.

- 14. Notwithstanding the foregoing, Genesis agrees to ensure that in respect of any pay stub, T-4 slip or other document whereby Genesis undertakes any obligations or liabilities, it be clearly indicated to third parties that the obligor is Genesis and not the University.
- 15. The University name and logo shall appear on Genesis documents and shall describe Genesis as "supported by" the University.
- 16. This Agreement shall enure to the benefit of and be binding on the parties, their respective heirs, executors, administrators, successors and assigns.
- 17. This Agreement shall not be assigned by either party without the express written consent of the other party.
- 18. Entire Agreement

This Agreement embodies the entire agreement of the parties with regard to the matters contained herein, and no other agreement shall be deemed to exist except as entered into in writing by both parties to this Agreement.

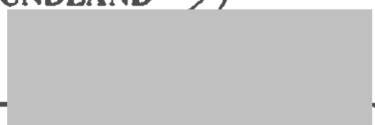
19. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador, and the Federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have caused these presents to be executed on the day and year first before written.

**MEMORIAL UNIVERSITY OF
NEWFOUNDLAND**

s. 40(1) 
Witness

Per:  s. 40(1)

GENESIS GROUP INC.

s. 40(1) 
Witness

Per:  s. 40(1)

THIS RENEWAL AGREEMENT dated this 8th day of June, 2015.

B E T W E E N: **MEMORIAL UNIVERSITY OF NEWFOUNDLAND**
a body corporate, constituted by and continuing under and by virtue of the
Memorial University Act, Chapter M-7, R.S.N. 1990

(hereinafter called the "Licensor")

OF THE FIRST PART

- and -

THE BANK OF NOVA SCOTIA having its Head Office in the City
of Halifax, Province of Nova Scotia, and its Executive Offices in the
City of Toronto, Province of Ontario.

(hereinafter called the "Licensee")

OF THE SECOND PART

WHEREAS the Licensor represents that it is duly incorporated under the laws of the Province of Newfoundland and is the owner or occupant of the lands and premises municipally known as Memorial University of Newfoundland – St. John’s Campus – St. John’s, Newfoundland, A1C 5S7, as amended from time to time by written notice to the Licensee (hereinafter called the "Premises"), and is authorised to enter into this Second Renewal Agreement;

AND WHEREAS the Licensee represents that it is in the business of banking and financial services;

AND WHEREAS the Licensee desires a license to maintain the operation of an automated banking machine in the Licensor’s Premises, and the Licensor is willing to grant such license to the Licensee, as more particularly set forth hereinafter;

AND WHEREAS the Licensee and Licensor have previously entered into a renewal agreement dated September 15th, 2009 (the "License Agreement") and wish to replace the Previous Agreement with this Renewal Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, and the sum of One Dollar (\$1.00) that has been paid by each party to the other, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **LICENSE**

The Licensor does hereby grant to the Licensee and the Licensee does hereby accept from the Licensor a license to install and operate, pursuant to the terms, provisions and conditions in this Renewal Agreement (hereinafter called the "Agreement"), an automated banking machine (hereinafter called the "ABM") at certain Premises in the Premises outlined in red on Schedule "A" attached hereto (hereinafter called the "ABM Premises"), measuring approximately sixteen (16) square feet.

2. **TERM**

The license shall be for a term (hereinafter called the "Term") of five (5) years and shall commence on the 16th day of September, 2014 and expire on the 15th day of September, 2019.

3. **RENEWAL**

The Licensor covenants with the Licensee that if the Licensee is not in default past any curative period provided in this Agreement, this Agreement will continue past its current expiry date under the same terms and conditions until terminated by either party upon 60 days prior written notice to the other party.

4. **TERMINATION**

After the initial twelve (12) month anniversary of the commencement date of the term, either the Licensee or the Licensor may at any time, give the other party sixty (60) days prior notice of termination of this Agreement and such termination shall be effective on the date specified in such notice.

5. **SURRENDER**

Upon the completion of the Term herein or any renewal thereof, or upon expiry of the notice period in the case of early termination by either party, the Licensee shall remove all of its property and equipment from the ABM Premises and shall thereupon deliver up the ABM Premises in the same physical condition as it was immediately prior to the commencement of this Agreement, reasonable wear and tear and damage or destruction by fire or other insured casualty excepted.

6. **SERVICE AND MERCHANDISE**

The Licensee shall have the right to provide banking financial services and related services similar to those services provided by the Licensee generally throughout its ABM network. The Licensee may, from time to time, revise or modify the services available through the ABM network without prior approval of the Licensor.

7. **LICENSE FEE**

The Licensee shall pay to the Licensor a license fee of Thirteen Thousand Six Hundred Fifty (\$ 13,650.00) dollars per annum plus applicable taxes (the "License Fee") in Canadian funds for the granting of the rights herein to the Licensee. The License Fee shall become due and payable monthly in advance on the first day of such month in equal monthly instalments of One Thousand One Hundred Thirty Seven / 50 (\$1,137.50) dollars plus applicable taxes. The License Fee shall be prorated based on the number of days for any period less than a full calendar month during the term or any renewal thereof.

8. **CONVENIENCE FEE**

The Licensee may add a convenience fee on ABM transactions completed at ABMs payable by non- Licensee customers. The Licensee shall have complete discretion in the determination of the amount of such convenience fee and may implement, amend or cancel such convenience fee in its absolute discretion. Should any legislature or regulatory body having jurisdiction over either of the parties prohibit or limit the ability of the Licensee to charge a convenience fee on ABM transactions, any agreement reached between the parties shall be amended accordingly.

9. **AUTOMATED BANKING EXCLUSIVITY**

The Licensor will not lease, license or transfer space or any rights to space on or in the Common Areas of the Science Building or any expansions thereof or additions thereto nor permit, suffer or allow, at any time during the term of this Agreement or renewal thereof, neither its Premises nor expansions thereof or additions thereto, nor any part thereof, other than the part licensed to the Licensee, to be used for the purpose of carrying on the business of automated banking or financial (including scrip) machines, devices or equipment. The Licensor shall obtain from any tenant, licensee, assignee or transferee (hereafter called the "transferee") of all or part of its interest in the Premises, an agreement in favour of the Licensee to the same effect as that contained in this Agreement as if the transferee had executed this Agreement.

10. **LICENSEE'S PROPERTY**

The Licensee shall install the ABM in the ABM Premises, said ABM to remain the personal property of the Licensee. Cash in the ABM shall be at the risk of the Licensee. The Licensor shall not grant or permit any liens or encumbrances in regard to the ABM, and shall execute any documentation reasonably required by the Licensee to protect the Licensee's interest in the ABM and defend its interest in and title to the ABM.

11. **LICENSEE'S MAINTENANCE**

The Licensee shall furnish all operating supplies necessary for the operation of the ABM. The ABM will be maintained by the Licensee in accordance with the general appearance of the surrounding Premises.

12. **UTILITIES, MAINTENANCE, TELEPHONE SERVICES**

The Licensor shall at all times, during the Term of this License Agreement, keep the ABM area in a clean and tidy manner, free of debris and refuse, provide heat, air conditioning, snow removal, ventilation, light, and continuous electric current to the ABM Premises at the Licensor's sole expense, but shall not be responsible for any loss or damage of any nature resulting from the interruption or failure of such utilities unless said damage arises from wilful neglect, omission or negligence of the Licensor or that of its employees, agents, or contractors. Installation of telephone service and all charges incurred shall be the responsibility and for the account of the Licensee.

13. **INSTALLATION, REMOVAL AND RELOCATION OF ABM**

The Licensee will install the required ABM terminal(s), display(s), attendant electronic and communications equipment, enclosure, facade, signs, and temperature control equipment at its sole expense. The Licensee may remove and replace the ABM from time to time. Either party may, on sixty (60) days' notice to the other party, relocate the ABM within the Premises subject to such other party's prior written consent, which consent shall not be unreasonably withheld. All relocations shall be co-ordinated by BNS and all third party suppliers necessary for each relocation in BNS's sole determination, including without limitation armored guards, electricians, and utility companies shall be contracted by BNS. If the Licensor is the requesting party, BNS shall issue the Licensor an invoice for the amount charged by such third party suppliers for the relocation.. On the termination or expiry of this Agreement the Licensee shall at its expense remove the ABM and all advertising signs installed by the Licensee. In the event that the Licensee terminates this Agreement due to the breach or default of this Agreement by the Licensor, the removal shall be at the Licensor's expense and the Licensee shall not be responsible for restoration of the ABM Premises.

14. **ACCESS AND USE**

The Licensor shall permit Licensee's authorised agents entry to the ABM Premises during normal business hours for the purpose of servicing the ABM, and with the consent of the Licensor, outside normal business hours for emergency or extraordinary servicing. The Licensor shall permit the Licensee's customers the right of access to the ABM Premises during normal business hours established from time to time by the Licensor, acting reasonably.

15. **PURCHASES AND CONTRACTS**

All purchases and contracts in connection with the conduct and operation of the ABM shall be made by the Licensee in its own name. Under no circumstances will the Licensee make any purchases or incur any obligation or expense of any kind in the name of the Licensor. The Licensee shall promptly pay all of the obligations arising from the operation of the ABM and will hold the Licensor free and harmless from any and all claims and liabilities incurred by the Licensee in the operation of the ABM unless such claims and liabilities are caused by the wilful neglect, omission or negligence of the Licensor or those persons for whose acts or omissions the Licensor is at law responsible.

16. **SIGNS**

The Licensee shall be permitted to erect its signs on the interior of the ABM Premises so that they are visible to the public and on the exterior of the ABM Premises. The Licensor shall retain prior placement approval rights in all cases, such approval not to be unreasonably withheld. The ABM shall be identified by the trade name or trademark "Scotiabank". The Licensee shall be entitled to change such name or mark, in its sole discretion, in accordance with its trade name, trademarks and designs, as they may exist from time to time.

17. **ADVERTISING AND PROMOTIONS**

The Licensee and the Licensor shall be entitled to advertise the existence of the ABM on the Premises and each party will have prior written approval rights with regard to the form of such advertising by the other party.

18. **FEES, TAXES**

The Licensee shall at its expense, pay and discharge all license fees, business use, personal, property, sales or other similar or different taxes, assessments which may be charged or levied by reason of the existence of the ABM on the ABM Premises or by reason of anything done, contained or used, in the conduct of the ABM in the performance of this Agreement. In no event shall the Licensee be responsible for payment to the Licensor of a share of taxes payable by the Licensor on income or capital gains, or corporate, profit or excess profit or similar taxes payable by the Licensor. In the event of an audit by the Canada Revenue Agency or the provincial tax authorities, the parties agree to inform each other of same and to co-operate as necessary until completion of such audits.

19. **TRANSFER BY LICENSEE**

This Agreement is not transferable by the Licensee in whole or in part without the Licensor's written consent, which shall not be unreasonably withheld, provided that the Licensee may transfer this Agreement to an affiliate without the Licensor's consent.

20. **LOSS, DAMAGE, DESTRUCTION, ETC.**

- a) The Licensor shall not be liable for any damage to the ABM from any cause other than the Licensor's wilful neglect, omission or negligence or that of its employees, agents or contractors or any other persons for whose acts or omissions the Licensor is at law responsible. The Licensor will be responsible for other damage to the Licensee, its property or its employees, agents and contractors where such other damage is caused by the wilful neglect, omission or negligence of the Licensor or those persons for whose acts or omissions the Licensor is at law responsible.
- b) Should the ABM be damaged by fire or any unavoidable casualty so as to render the ABM unfit for the carrying on of the Licensee's business and the same not be repaired and rendered fit within thirty (30) days thereafter or if repairs have not been commenced during such 30 days and thereafter the Licensee fails to diligently proceed to repair the ABM, then, either party shall have the right to terminate this Agreement by giving the other party written notice of such termination, and the Licensee shall not be required to make any payment to the Licensor during the period it has been prevented from carrying on its business by reason of such fire or other casualty, nor shall the Licensor be responsible or liable for any damage or loss resulting from such fire or casualty.

21. **INSURANCE**

The Licensee hereby covenants and agrees that it shall, at its sole expense, obtain and maintain during the term of this Agreement, Public Liability insurance covering all expenses, claims, causes of action, actions, liabilities, damages or losses arising out of or alleged to have arisen out of the death or injury to persons or damage to property arising out of the operations of the Licensee under this Agreement in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) inclusive.

23. **LICENSES, LAWS, ORDINANCES**

The Licensee shall, at its own expense, obtain all permits and licenses which may be required under any applicable Federal, Provincial or Municipal law, ordinance rule or regulation by virtue of anything done in the installation and maintenance of the ABM and in the performance of this Agreement, and the Licensee and the Licensor shall comply with all applicable Federal, Provincial and Municipal laws, ordinances, rules and regulations.

24. **NOTICES**

All notices herein provided for or which may be given in connection with this Agreement shall be in writing and shall be sent by registered mail with postage prepaid and return receipt requested or by telefax or delivered. Any such notice given by the Licensee to the Licensor shall be addressed to:

Memorial University of Newfoundland
 Attention: Bernard Doyle
 Procurement Officer
 Facilities Management
 St John's, Newfoundland A1C5S7
 Telephone: (709) 864-4310
 Telefax: (709) 864 -2517

and if given by the Licensor to the Licensee, such notice shall be addressed to:

The Bank of Nova Scotia
 44 King Street West
 Toronto, Ontario
 M5H 1H1
 Self Service Customer Experience - Transit: 82636
 Attention: Manager, ABM Offsite
 Telefax: (416) 933 - 1932

Any such notices if sent by mail shall be deemed to have been delivered on the third business day following the date of mailing, or in the case of delivery or telefax on the date of delivery or transmission as the case may be. In the event of a postal disruption, which would affect delivery, notices shall be sent by telefax or delivery and not by registered mail.

25. **ENTIRE AGREEMENT**

It is mutually understood and agreed that this Agreement sets forth the entire Agreement and understanding between the parties hereto with respect to the subject matter hereof and that this Agreement shall not be supplemented, modified or amended except by a written instrument signed by a duly authorized officer of the Licensee and by a duly authorized officer or agent of the Licensor and that no person has or shall have authority to supplement, modify or amend this Agreement in any other manner. **For clarity, this Agreement supersedes all previous agreements between the parties with respect to the subject matter hereof including, without limitation, the Previous Agreement.** Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency or joint venture, or a landlord and tenant relationship between the Licensor and the Licensee or any of the Licensee's agents, employees, sub-contractors, subsidiaries or other related bodies and, except as may be otherwise expressly provided in this Agreement, neither party shall become bound by any representation, act or omission of the other party hereto.

26. **MARGINAL NOTES**

The captions in this Agreement have been placed thereon for the mere convenience of the parties and shall not be considered in any construction or interpretation of this Agreement.

27. **GOVERNING LAW**

This Agreement shall be governed by the laws of the Province of Newfoundland. If any provision or portion of this Agreement shall be deemed invalid or inoperative under any statute or rule of law, it is to that extent to be deemed omitted and shall have no effect as to any other provision contained in this Agreement.

28. **EXECUTION AND DELIVERY REQUIRED**

This instrument shall not be considered to be an agreement or contract nor shall it create any obligation whatsoever on the part of either party unless and until it has been signed by the Licensor and by the Licensee and delivery has been made of a fully executed document.

IT IS AGREED between the parties hereto that every covenant, proviso and agreement herein contained shall ensure to the benefit of and be binding upon the parties hereto and their heirs, executors, successors and assigns, and that all covenants herein contained shall be construed as being joint and several and that when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed. No waiver of any of the terms and covenants of this Agreement shall be construed as a waiver of any other term or covenant or succeeding breach.

IN WITNESS WHEREOF the parties hereto have caused this Agreement (consisting of this and the 3 preceding pages and Schedule A hereto) to be executed by their properly authorised signatories as of the day first above written.

THE BANK OF NOVA SCOTIA s. 40(1)
(as Licensee)

Per: [Redacted]
Name: *Jeffrey Marshall*
Title: *Vice-President*

MEMORIAL UNIVERISTY OF NEWFOUNDLAND
(as Licensor)

Per: [Redacted] s. 40(1)
Name: *Chris G. Posen*
Title: *Chairperson, Board of Regents*

Per: [Redacted] s. 40(1)
Name: *Kent Decker*
Title: *VP- Admin & Finance*

SCIENCE BUILDING
LEVEL - 2

