

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1.1 Basic Terms**

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

### **1.2 Definitions**

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

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

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

## **Article 2 – Demise and Term**

### **2.1 Demise**

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

### **2.2 Term**

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

### **2.3 Overholding**

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

## **Article 3 – Utilities**

### **3.1 Payment for Utilities**

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

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

### **3.2 No Overloading**

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

### **3.3 No Liability**

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

## **Article 4 – Control and Operation by Landlord**

### **4.1 Property Operation and Repair**

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

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

### **4.2 Control of Common Areas and Premises**

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

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

## **Article 5 – Use of Premises**

### **5.1 Use of the Premises**

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

### **5.2 Observance of Law**

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

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

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

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

### **5.3 Waste, Nuisance, Overloading**

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

## **Article 6 – Repairs and Alterations of Premises**

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

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

### **6.2 Inspection and Repair on Notice**

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

### **6.3 Repair Where Tenant at Fault**

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

#### **6.4 Alterations**

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

#### **6.5 Removal of Improvements and Fixtures**

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

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

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

#### **6.6 Surrender of Premises**

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

### **Article 7 – Insurance and Indemnity**

#### **7.1 Tenant's Insurance**

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

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

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

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

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

## **7.2 Landlord's Insurance**

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

## **7.3 Increase of Landlord's Premiums**

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

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

#### **7.4 Tenant Indemnity**

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

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

#### **7.5 Release**

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

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

### **Article 8 – Assignment and Subletting**

#### **8.1 Assignment, Subletting**

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

## **8.2 Assignment by Landlord**

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

## **8.3 Relocation**

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

# **Article 9 – Quiet Enjoyment**

## **9.1 Quiet Enjoyment**

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

# **Article 10 – Damage and Destruction**

## **10.1 Damage or Destruction to Premises**

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

## **10.2 Rights to Termination**

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

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

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

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

### **10.3 Certificate Conclusive**

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

### **10.4 Insurance Proceeds**

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

### **10.5 Landlord's Work**

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

## **Article 11 – Default**

### **11.1 Default and Right to Re-enter**

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

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

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

## **11.2 Default and Remedies**

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

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

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

### **11.3 Remedies Cumulative**

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

## **Article 12 – General**

### **12.1 Entry**

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

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

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

### **12.2 Reporting**

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

### 12.3 Force Majeure

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

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

### 12.4 Notices

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

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

### **12.5 Number, Gender, Effect of Headings**

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

### **12.6 Severability, Subdivision Control**

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

### **12.7 Entire Agreement**

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

### **12.8 Successors and Assigns**

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

### **12.9 Confidentiality, Personal Information and ATIPPA**

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

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

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

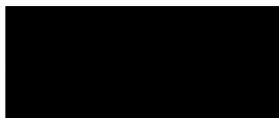
**[The remainder of this page is left intentionally blank. Signature block follows]**

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

**LANDLORD**

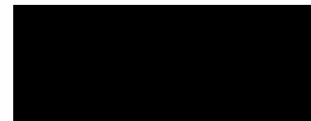
**MEMORIAL UNIVERSITY OF  
NEWFOUNDLAND**

I/We have the authority to bind the  
corporation



s. 40 (1)

Witness



s. 40 (1)

Per:

Name: Iris Petten  
Title: Chair, Board of Regents



s. 40 (1)

Witness

Per:



s. 40 (1)

Name: Kent Decker  
Title: Bursar

**TENANT**

**MEMORIAL UNIVERSITY OF  
NEWFOUNDLAND STUDENTS'  
UNION**

I/We have the authority to bind the  
corporation



s. 40 (1)

Witness

Per:



s. 40 (1)

Name:   
Title: DIRECTOR OF FINANCE

## Schedule A

| <b>MUN STUDENT UNION (MUNSU)</b>                                                                                           |                           |                   |                                 |
|----------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------|---------------------------------|
| <b>Including Net Area of Each Space/Room and Total Net Area for each building and the Grand Net Area for all buildings</b> |                           |                   |                                 |
| <b>Space/ID</b>                                                                                                            | <b>Room Type</b>          | <b>Building</b>   | <b>Net Area(Ft<sup>2</sup>)</b> |
| UC-1000A                                                                                                                   | Support Space (MUNSU)     | University Centre | 100.53                          |
| UC-1002                                                                                                                    | Game Room (MUNSU)         | University Centre | 1,802.02                        |
| UC-1003                                                                                                                    | Support Space (MUNSU)     | University Centre | 553.48                          |
| UC-1004                                                                                                                    | Bar                       | University Centre | 6,199.50                        |
| UC-1004A                                                                                                                   | Bar                       | University Centre | 249.59                          |
| UC-1004B                                                                                                                   | Storage-Food/Liquor       | University Centre | 121.96                          |
| UC-1004C                                                                                                                   | Support Space (MUNSU)     | University Centre | 21.18                           |
| UC-1004D                                                                                                                   | AV Control Room           | University Centre | 21.18                           |
| UC-1004E                                                                                                                   | Support Space (MUNSU)     | University Centre | 203.32                          |
| UC-1005                                                                                                                    | Corridor                  | University Centre | 203.99                          |
| UC-1005A                                                                                                                   | Office (MUNSU)            | University Centre | 141.64                          |
| UC-1005B                                                                                                                   | Office (MUNSU)            | University Centre | 91.76                           |
| UC-1005C                                                                                                                   | Storage-Food/Liquor       | University Centre | 111.83                          |
| UC-1005D                                                                                                                   | Support Space (MUNSU)     | University Centre | 86.43                           |
| UC-1005E                                                                                                                   | Storage-Food/Liquor       | University Centre | 527.48                          |
| UC-1006                                                                                                                    | Washroom-Public (M) (H)   | University Centre | 262.34                          |
| UC-1007                                                                                                                    | Washroom-Public (F) (H)   | University Centre | 356.60                          |
| UC-1008                                                                                                                    | Support Space (MUNSU)     | University Centre | 88.75                           |
| UC-1008A                                                                                                                   | Support Space (MUNSU)     | University Centre | 16.02                           |
| UC-1009                                                                                                                    | Multipurpose (MUNSU)      | University Centre | 420.64                          |
| UC-1009A                                                                                                                   | Support Space (MUNSU)     | University Centre | 156.46                          |
| UC-2000                                                                                                                    | Support Space (MUNSU)     | University Centre | 904.36                          |
| UC-2000A                                                                                                                   | Support Space (MUNSU)     | University Centre | 89.03                           |
| UC-2000B                                                                                                                   | Office (MUNSU)            | University Centre | 83.33                           |
| UC-2000C                                                                                                                   | Conference/Meeting Room   | University Centre | 181.62                          |
| UC-2000D                                                                                                                   | Support Space (MUNSU)     | University Centre | 123.26                          |
| UC-2000E                                                                                                                   | Support Space (MUNSU)     | University Centre | 86.64                           |
| UC-2000F                                                                                                                   | Archives (Administration) | University Centre | 176.35                          |
| UC-2000G                                                                                                                   | Office (MUNSU)            | University Centre | 126.90                          |
| UC-2000H                                                                                                                   | Office (MUNSU)            | University Centre | 87.42                           |
| UC-2000J                                                                                                                   | Office (MUNSU)            | University Centre | 87.61                           |
| UC-2000K                                                                                                                   | Office (MUNSU)            | University Centre | 92.97                           |
| UC-2000L                                                                                                                   | Office (MUNSU)            | University Centre | 86.49                           |
| UC-2000M                                                                                                                   | Office (MUNSU)            | University Centre | 87.61                           |
| UC-2000N                                                                                                                   | Office (MUNSU)            | University Centre | 87.36                           |
| UC-2000P                                                                                                                   | Conference/Meeting Room   | University Centre | 136.19                          |
| UC-2000Q                                                                                                                   | Office (MUNSU)            | University Centre | 96.96                           |

| Space/ID | Room Type                | Building          | Net Area(F <sup>2</sup> ) |
|----------|--------------------------|-------------------|---------------------------|
| UC-2000R | Office (MUNSU)           | University Centre | 81.69                     |
| UC-2000S | Office (MUNSU)           | University Centre | 99.53                     |
| UC-2000T | Office (MUNSU)           | University Centre | 81.83                     |
| UC-2000U | Office (MUNSU)           | University Centre | 125.12                    |
| UC-2001  | Conference/Meeting Room  | University Centre | 1,230.88                  |
| UC-2001A | Support Space (MUNSU)    | University Centre | 124.57                    |
| UC-2001B | Support Space (MUNSU)    | University Centre | 34.07                     |
| UC-2002  | Office (MUNSU)           | University Centre | 475.84                    |
| UC-2002A | Office (MUNSU)           | University Centre | 121.08                    |
| UC-2002B | Office (MUNSU)           | University Centre | 66.31                     |
| UC-2002C | Support Space (MUNSU)    | University Centre | 211.69                    |
| UC-2002D | Support Space (MUNSU)    | University Centre | 45.85                     |
| UC-2002E | Support Space (MUNSU)    | University Centre | 113.74                    |
| UC-2009  | Support Space (MUNSU)    | University Centre | 374.44                    |
| UC-2009A | Support Space (MUNSU)    | University Centre | 76.12                     |
| UC-2009B | Office (MUNSU)           | University Centre | 125.28                    |
| UC-2009C | Support Space (MUNSU)    | University Centre | 82.66                     |
| UC-2009D | Office (MUNSU)           | University Centre | 92.65                     |
| UC-2009E | Office (MUNSU)           | University Centre | 193.85                    |
| UC-2009F | Office (MUNSU)           | University Centre | 93.82                     |
| UC-2009G | Support Space (MUNSU)    | University Centre | 58.11                     |
| UC-2009H | Studio/Radio/TV          | University Centre | 211.28                    |
| UC-2009J | A/V Film/Tape Library    | University Centre | 338.68                    |
| UC-2009K | Studio/Radio/TV          | University Centre | 217.99                    |
| UC-2009L | Studio/Radio/TV          | University Centre | 219.72                    |
| UC-2009M | A/V Service/Workshop     | University Centre | 168.83                    |
| UC-3008  | Print/Copy (Retail)      | University Centre | 1,520.61                  |
| UC-3008A | Store/Warehouse (Retail) | University Centre | 100.84                    |
| UC-3008B | Support Space (MUNSU)    | University Centre | 45.74                     |
| UC-6000  | Club/Society (MUNSU)     | University Centre | 105.57                    |
| UC-6001  | Club/Society (MUNSU)     | University Centre | 93.09                     |
| UC-6002  | Club/Society (MUNSU)     | University Centre | 117.18                    |
| UC-6003  | Club/Society (MUNSU)     | University Centre | 88.64                     |
| UC-6004  | Club/Society (MUNSU)     | University Centre | 89.60                     |
| UC-6005  | Club/Society (MUNSU)     | University Centre | 81.52                     |
| UC-6007  | Club/Society (MUNSU)     | University Centre | 210.03                    |
| UC-6008  | Club/Society (MUNSU)     | University Centre | 84.78                     |
| UC-6009  | Club/Society (MUNSU)     | University Centre | 84.80                     |
| UC-6010  | Club/Society (MUNSU)     | University Centre | 74.52                     |
| UC-6011  | Conference/Meeting Room  | University Centre | 282.19                    |
| UC-6012  | Club/Society (MUNSU)     | University Centre | 129.64                    |

| Space/D                                     | Room Type            | Building          | Net Area(Ft <sup>2</sup> ) |
|---------------------------------------------|----------------------|-------------------|----------------------------|
| UC-6013                                     | Club/Society (MUNSU) | University Centre | 128.96                     |
| UC-6014                                     | Club/Society (MUNSU) | University Centre | 84.26                      |
| UC-6015                                     | Club/Society (MUNSU) | University Centre | 89.47                      |
| UC-6016                                     | Club/Society (MUNSU) | University Centre | 89.40                      |
| UC-6017                                     | Club/Society (MUNSU) | University Centre | 89.47                      |
| UC-6019                                     | Club/Society (MUNSU) | University Centre | 89.99                      |
| UC-6020                                     | Club/Society (MUNSU) | University Centre | 137.19                     |
| UC-6021                                     | Club/Society (MUNSU) | University Centre | 85.74                      |
| UC-6022                                     | Club/Society (MUNSU) | University Centre | 137.87                     |
| UC-6023                                     | Club/Society (MUNSU) | University Centre | 90.30                      |
| UC-6027                                     | Club/Society (MUNSU) | University Centre | 82.25                      |
| UC-6C03                                     | Corridor             | University Centre | 1,291.97                   |
| Total of the Rooms in above listed Building |                      | 90                |                            |

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

| MUN STUDENT UNION (MUNSU)                                                                                           |           |          |                            |
|---------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------------------|
| Including Net Area of Each Space/Room and Total Net Area for each building and the Grand Net Area for all buildings |           |          |                            |
| Space/D                                                                                                             | Room Type | Building | Net Area(Ft <sup>2</sup> ) |