



SNOLAB INSTITUTE CONSTITUTION

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This document sets out the Constitution of the SNOLAB Institute, hereinafter referred to as the "Institute", formed at Queen's University at Kingston, Ontario.

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1. DEFINITIONS

- (a) A **"Board Director"** means an individual Director appointed to the SNOLAB Board of Directors.
- (b) A **"Collaborating Scientist"** of the Institute means any scientist who is actively involved in research in the SNOLAB laboratory or a scientist who has an interest in underground science and who has been approved by the Board of Directors as a Collaborating Scientist. This may include scientists at or affiliated with Member Institutions.
- (c) The **"Facility"** or the **"Facilities"** shall mean the International Facility for Underground Science, SNOLAB (to be referred as SNOLAB) and shall include the SNOLAB main underground site in Vale's Creighton mine, the surface building at the Creighton mine, and such other offices and facilities and assets at or with which activities of the Institute may now or hereafter be conducted.
- (d) The **"Institute"** means The SNOLAB Institute, an unincorporated Senate-approved Institute of Queen's University having as its responsibility the construction, operation and decommissioning of the Facility.
- (e) **"Intellectual Property"** shall by example include, all intellectual and industrial property produced, generated or reduced to practice during the performance of research or development at or associated with projects undertaken at the Facility and may include without limitation any; patents; industrial designs; technical information; know-how; copyright; models; patterns; drawings; software; data; inventions; prototypes; and specifications produced or generated in the performance of the research and or development programs at or in conjunction with the Facility.
- (f) **"Member Institution"** means degree-granting Canadian Universities or Research Institutions that have entered into a partnership defined by the SNOLABI Trust Agreement for the purpose of furthering and assisting in the development and operation of SNOLAB. As of the date of this Constitution the Member Institutions are the University of Alberta in Edmonton, Carleton University in Ottawa, Laurentian University in Sudbury, the Université de Montréal in Montréal, and Queen's University at Kingston. Other Universities are expected to join the trust as SNOLAB is developed.
- (g) The **"SNOLAB Audit and Finance Committee"** means the standing committee of the SNOLABI Board of Directors charged with assisting the Board in its oversight and

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stewardship of SNOLABI's financial information, internal control systems and reporting, internal audit, external audit, legal, statutory and regulatory compliance and risk management.

- (h) The **"SNOLAB Board of Directors"** means The Board of Directors of the SNOLAB Institute charged with the stewardship of the SNOLAB Institute.
- (i) The **"SNOLAB Construction Funding Agencies"** means the group of government agencies providing direct funding for the excavation and construction of the Facility including the expansion of the laboratory underground and the surface building. The agencies include the Canada Foundation for Innovation, FedNor, the Northern Ontario Heritage Fund Corporation, and the Ontario Innovation Trust.
- (j) The **"SNOLAB Construction Phase"** means the phase during which the Facility is being designed, excavated, constructed, outfitted, commissioned and prepared for the first operation of experiments.
- (k) The **"SNOLAB Decommissioning Phase"** means the phase following the completion of the SNOLAB Operations Phase when actions are taken to remove equipment and stabilize the site in accordance with all applicable laws; regulations and policies.
- (l) The **"SNOLAB Director"** means the SNOLAB Executive Director responsible for health and safety, the day-to-day operation of the Facility, the development of the scientific program, and the maintenance of budget and grant funding.
- (m) A **"SNOLAB Employee"** means a person appointed by the Director of SNOLAB to support SNOLAB operations or projects within SNOLAB and to be reimbursed by the funds to be provided to SNOLABI by the relevant funding agencies.
- (n) The **"SNOLAB Governance Committee"** means the SNOLAB Board of Directors committee to oversee and enhance the organization of the Board and its committees, to develop governance procedures, to monitor Board performance, to arrange orientation and training for Board Directors, to provide oversight on nominations for independent Board Directors and the SNOLAB Director, to provide oversight on compensation and a succession plan for the Board and Senior Management.
- (o) The **"SNOLAB Operations Funding Agencies"** means the group of government agencies providing direct funding from time to time to the operation of the Facility. At the date of this Constitution the agencies are the Natural Sciences and Engineering Research Council, the Canada Foundation for Innovation, and the Province of Ontario

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Ministry of Economic Development and Innovation.

- (p) The "**SNOLAB Operations Phase**" means the phase following the construction phase when the research and development program at the Facility is active.
- (q) The "**SNOLAB Scientific and Technical Review Committee**" means the independent committee established by the SNOLAB Board of Directors to review the scientific, technical and financial progress of the project to develop and operate the Facility.
- (r) The "**SNOLAB Trust Agreement**" means the agreement signed by the Member Institutions participating in the development and operation of the Facility and who share in the liabilities and assets associated with the Facility.

2. ELEMENTS OF THE INSTITUTE

The Institute shall be known as the SNOLAB Institute (SNOLABI), having as its responsibility the construction, operation and decommissioning of SNOLAB. Prior to the development of SNOLAB, the institute was known as the Sudbury Neutrino Observatory Institute (SNOI).

The Institute is formally constituted as a part of Queen's University, but operates through a Trust Agreement between Member Institutions. New institutional members are expected to join as the experimental program expands and new partners become involved. Potential new institutional members shall apply in writing to the SNOLABI Board of Directors. When a new institutional member is accepted by the SNOLABI Board of Directors, and all existing Member Institutions agree to the inclusion of the new institutional member, the SNOLAB Trust agreement will be amended through a Joinder Agreement to include the new institutional member as a member of Trust agreement.

The Institute has the responsibility for the construction, operation and decommissioning of the SNOLAB facility. The construction included the expansion of the original SNO underground site to form SNOLAB and the erection of a new surface building. The capital for this construction was funded by the Canada Foundation for Innovation, FedNor, the Northern Ontario Heritage Fund Corporation, and the Ontario Innovation Trust, being referred to as the SNOLAB Construction Funding Agencies. Funding for the Operation of SNOLAB has been provided by The Natural Science and Engineering Research Council of Canada, the Canada Foundation for Innovation, and

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the Province of Ontario Ministry of Economic Development and Innovation (previously the Ministry of Research and Innovation), being referred to as the SNOLAB Operations funding Agencies.

The Institute will also undertake activities to support the interaction of Collaborating Scientists and students and to extend the study of scientific topics addressable by the experimental techniques used in the laboratory. These activities could include support for conferences, educational workshops and visiting scientists.

The Institute shall have the following elements:

- 1) **An Institute Council** shall be established. Each Member Institution shall be entitled to appoint one individual to the Institute Council. The appointee will be known and hereafter referred to as a Member Representative and will act on behalf of the Member Institution. A Member Institution may remove its Member Representative and appoint another individual in their place and stead. Each Member Institution shall designate its Member Representative from among its senior administrative officers or its senior scientific staff. Each Member Representative is expected to represent effectively the interests of his or her Member Institution in the conduct of the affairs of SNOLABI. It is the goal of the Institute that the Institute Council will consist of senior administrative officers, such as the Vice-President (Research) or their designate, representing their respective Member Institutions. All questions at meetings of the Institute Council shall be decided by a majority of the votes of the Member Representatives present. The Institute Council shall meet annually. Quorum is defined as two-thirds of the Member Representatives of the Institute Council.

The duties of the Institute Council, representing the Member Institutions shall be:

- (i) to annually elect one of the Member Representatives to serve as Chair of the Institute Council for a period of one year;
- (ii) to recommend electing, renewing, or revoking, the Chair and members of the Board of Directors, from a slate of candidates recommended by the SNOLABI Governance Committee or by nomination at the meeting;
- (iii) provide comment upon the activities of the SNOLABI and other issues that any Member Representative considers worthy of consideration in the management and governance of the laboratory, giving such commentary to the Board of Directors as deemed fit by the Institute Council;
- (iv) approve the admission to membership in the SNOLABI through the signing of the Joinder agreement of the SNOLABI Trust Agreement; and

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- (v) receive the audited financial statements; the Board annual report; and the agenda and minutes of the meetings of the Board of Directors;
- (vi) transact such other business as may properly be brought before the meeting.

- 2) **A Board of Directors** shall be established through which SNOLABI shall be operated, supervised and controlled.

The duties of which Board of Directors include but are not limited to: policymaking, determination of the budget and fund raising. The Duties, Responsibilities and Composition of the Board of Directors shall be defined through the SNOLABI Board of Directors Terms of Reference. The SNOLABI Board of Directors Terms of Reference, and subsequent amendments, shall be ratified by the Board of Directors, and submitted to the Principal of Queen's for approval.

- 3) **A Chair of the Board of Directors** (hereinafter referred to as the "Chair") shall be appointed Chair by the Institute Council.
- 4) **An Executive Secretary of the Board of Directors** (hereinafter referred to as the "Executive Secretary") shall be appointed secretary to the Board in accordance with the SNOLABI Board of Directors Terms of Reference.
- 5) **A SNOLAB Executive Director** (Hereinafter referred to as the "SNOLAB Director"). The responsibilities of the SNOLAB Director include but are not limited to: health and safety, operation of the facility consistent with the strategic and facility plans, management of human resources, and administration of the budget. The complete set of duties and responsibilities for the SNOLAB Director are defined in the SNOLABI Board of Directors Terms of Reference.
- 6) **SNOLAB Associate Director(s)** may be appointed by the Board of Directors in consultation with the SNOLAB Director.

3. OFFICE OF THE INSTITUTE

Offices of the Institute shall be maintained at Stirling Hall, Queen's University and at such other places as the Board of Directors may reasonably determine from time to time in conjunction with Queen's University.

4. INSTITUTE BOARD OF DIRECTORS RESPONSIBILITIES

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The Board of Directors shall not delegate any responsibilities specifically imposed upon it by this Constitution or by the SNOLABI Board of Directors Terms of Reference. The duties and responsibilities of the Board of Directors are defined in the SNOLABI Board of Directors Terms of Reference.

5. MEETINGS OF BOARD OF DIRECTORS

The Board of Directors shall meet in accordance with the schedule defined in the SNOLABI Board Terms of Reference.

6. FACILITY PLAN

In conformity with the arrangement with the funding agencies, the Board of Directors shall cause the SNOLAB Director to prepare and maintain a comprehensive SNOLAB Facility Plan (herein known as the Facility Plan) which shall:

- (a) describe the international experimental research program developed for SNOLAB and the resources required to support it;
- (b) describe and cost in appropriate detail the planned development activities of the SNOLAB Facility;
- (c) describe and cost in appropriate detail the planned operation of the SNOLAB Facility; and
- (d) describe and cost in appropriate detail the planned decommissioning program for the SNOLAB Facility.

7. APPROVAL OF FACILITY PLAN

The Board of Directors shall review and approve the aforesaid Facility Plan during each fiscal year with such amendments as it determines. The full Facility plan will also be provided to the SNOLAB Scientific and Technical Review Committee for review and its findings will be reported to the Board of Directors.

8. ANNUAL FINANCIAL STATEMENTS

The fiscal year of the Institute shall be April 1st to March 31st unless otherwise determined by the Board of Directors. The Board of Directors shall cause the

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SNOLAB Director to have prepared annual financial statements covering the SNOLAB Facilities as soon as reasonably possible but in any event not later than six (6) months after the end of each fiscal year in a format and detail acceptable to the Board of Directors. The financial statements will be received by and reviewed by the Audit and Finance Committee of the Board of Directors. The Board of Directors shall annually appoint a duly qualified firm or firms of chartered accountants or certified general accountants as auditors to examine such financial statements and render a written report thereon.

9. ANNUAL REPORT

Each year, an Annual Report covering the activities of the SNOLAB Facility shall be prepared by the SNOLAB Director for approval of the Board of Directors and delivered to the Vice Principal (Research) of Queen's University for submission to the Senate Advisory Research Committee for review and recommendation to the Senate. The annual report is due on the last working day of the month of February and shall follow the template provided each year by Queen's University for Centres and Institutes. The Annual Report should contemporaneously be submitted to the person nominated from time to time by the other Member Institutions and Vale as soon as reasonably possible, but in any event not later than six (6) months after the end of each fiscal year. The audited financial statements available from the previous fiscal year shall form a part of the Annual Report.

10. COLLABORATING SCIENTISTS

All scientists who are actively involved in research in the underground laboratory will be Collaborating Scientists of the Institute. All Collaborating Scientists must agree to act in accordance with all governing laws and regulations which, without limitation and for the avoidance of doubt, includes all environmental; occupational health and safety regulations and or policies for working in the underground laboratory.

11. FINANCIAL ADMINISTRATION

The Head of Financial Administration at Queen's University shall:

- (a) Verify at reasonable intervals that the accounts, registers and other

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management documents of the Institute are kept according to generally recognized rules of good management, and issue instructions needed for necessary correctives to be made;

- (b) Review and discuss with the SNOLAB Director the preparation of the management reports to be submitted to the Board of Directors for approval, indicating among others the contributions and other revenues received, the expenses and reserves made during the period covered, the contractual obligations of the Institute and the degree of progress of the different research projects and the financial obligations relating thereto.

12. CONTRACTUAL COMMITMENTS AND BORROWING

Pursuant to clause 14:

- (a) SNOLABI shall not enter into any contract involving liability of the trustee, Queen's University, unless:
- (i) an unconditional commitment to fund such contract has first been received by SNOLABI;
 - (ii) such contract is within the ordinary course of activities of SNOLABI; and
 - (iii) such contract is within the scope of the Facility Plan.
- (b) The Board of Directors may authorize borrowing by SNOLABI for its day-to-day expenses up to a maximum of five (5%) percent of the commitments to be funded in the current fiscal year by The Funding Agencies.
- (c) Notwithstanding the foregoing SNOLABI shall not enter into any contract which would adversely affect the charitable status of Queen's University under the Income Tax Act of Canada, without prior approval of The Principal of Queen's University.

13. RECEIPT AND INVESTMENT OF FUNDS

All funds received by SNOLABI shall be deposited to its credit and detailed accounts showing the disbursement of such funds shall be made available to the Board of Directors and to the Members Institutions by written notice to Queen's University, Finance.

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14. EXPENDITURES BY THE SNOLAB DIRECTOR

The SNOLAB Director may approve the expenditure of funds in any one year up to the limit of the budget approved by the Board of Directors for that year, including contingency, while respecting the constraints imposed by the funding agencies, No expenditures beyond the approved budget shall be made without the prior approval of the Board of Directors, save in the case of an emergency to protect lives or property.

15. SNOLABI EMPLOYEES

The Institute shall be the employer for individuals appointed by the SNOLAB Director. The SNOLAB Director may make arrangements with Member Institutions to act as an administrator for these SNOLAB Institute employees, providing salary, benefits and local support functions including employee assistance and the local rights and privileges normally accorded by the Member Institution to its own employees in equivalent grant-funded positions. However, the SNOLAB Institute will retain fundamental control of the SNOLAB Institute employees and will retain responsibility for ensuring that all statutory obligations are met for these employees.

16. COMPENSATION OF EMPLOYEES

The SNOLAB Director shall make arrangements with the Member Institutions for compensation of SNOLABI Employees upon such basis as approved in the annual budget and facility plan by the Board of Directors. The salaries are set in accordance with the annual budget, the approved facility plan, and any collective agreements that have been negotiated.

17. PAYROLL ACCOUNTS

The SNOLAB Director shall make arrangements that each SNOLABI Employee shall be on the payroll of a Member Institution and paid by such Member Institution by Member Institution cheques drawn on its payroll account in accordance with the payroll data provided by the SNOLAB Director. All direct costs of such Member Institution with respect thereto will be charged to and reimbursed by SNOLABI, including salaries and benefits, termination costs and

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legal fees, if any.

18. INSURANCE

The SNOLAB Director shall arrange for adequate property and liability insurance. The coverage shall be at a level that, in the opinion of its Board of Directors, SNOLABI may be reasonably able to insure. The SNOLAB Director shall present to the Board of Directors at least annually the insurance program of SNOLABI and recommendations, if any, for changes to that program. The SNOLAB Director shall maintain a list of all Collaborating Scientists and SNOLABI employees in order to identify all users for liability purposes.

19. INDEMNIFICATION OF BOARD OF DIRECTORS MEMBERS

Queen's University shall indemnify the members of the Institute Council and the Board of Directors from and against all claims that may be made against them or any of them arising out of their duties as such Board of Directors members, except in those areas in which Queen's University is not able to obtain insurance, informing the Institute Council and Board of Directors of same.

20. WINDING-UP OF THE INSTITUTE

(Winding Up by Board of Directors) In the event of a decision of the Board of Directors to terminate SNOLABI, no further business shall be transacted except such as shall be necessary for the winding-up of its affairs and the distribution of the assets. Such a decision will require a two-thirds majority vote of the Board of Directors. Maintenance of offices to effectuate or facilitate the winding-up of SNOLABI shall not be construed to involve a continuation thereof.

After discussion with Collaborating Scientists at the Member Institutions, the SNOLAB Director shall propose to the Board of Directors for approval a plan for Decommissioning of the Facility and the winding-up of the Institute. The members of the Board of Directors on the effective date of the termination of SNOLABI, shall be the agents of Queen's University for the purpose of winding-up of all of the affairs and business transactions of SNOLABI. The members of the Board of Directors shall continue to serve until the completion of the winding-up of SNOLABI and the said Board of Directors shall act by majority vote or votes. In the event of any temporary or permanent vacancy in the Board of

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Directors the vacancy shall be filled in accordance with the Terms of Reference for the Board of Directors.

Upon termination of SNOLABI, the affairs of SNOLABI shall be wound-up and liquidated as soon as practicable and as orderly business practices permit.

International participants will be offered the opportunity to remove their assets provided that such participants agree to pay all associated removal costs.

The costs of decommissioning the SNOLAB Facility in the Creighton mine and the Operations Control building on the surface at Creighton shall be included in the Facility Plan for the final year of operation, to be presented by the SNOLAB Director to the government agencies for funding. These costs are currently considered to be part of the total project costs to be borne by the funding agencies. The proceeds of the sale of assets obtained with funds provided for the construction of the facility or for its operation will be used to defray the costs of decommissioning, upon approval by the relevant funding agencies. In the event that the costs of winding up including decommissioning are greater than the funds available, including proceeds of any sale or sales of assets, such costs shall be paid by the Member Institutions according to their percentage interests as specified in the SNOLABI Trust Agreement.

(Winding Up by Queen's) As a Senate approved Institute at Queen's University, Queen's reserves the right to wind up the Institute for financial exigency or other reasons. In the event that Queen's takes steps to wind up the Institute then the Vice Principal (Research) shall appoint an independent third party to review the assets, liabilities and obligations of the Institute, and to make recommendations on the disposition of assets and liabilities. Such a review may consider the guiding principles for the winding up set out in this Constitution; applicable laws, regulations and policies (including those of Queen's University and any granting agency) and relevant provisions of the SNOLABI Trust Agreement (if any).

21. ACCESS TO PREMISES AND RECORDS

The Principal or Executive Head of any Member Institute, or his or her designate shall at all times, upon reasonable notice having been given to SNOLABI, and agreement having been obtained from Vale for its premises, have full and free access to inspect each of the premises or projects being carried on by SNOLABI.

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The Principal or Executive Head of any Member Institute may on reasonable notice inspect the financial books and records of SNOLABI.

22. NON-SNOLAB INTELLECTUAL PROPERTY

Intellectual Property Rights for Collaborating Scientists in collaborations which do not have any SNOLAB employees contributing to the Intellectual Property will be held in accordance with the relevant policies of the collaboration, their Member Institutes; granting agencies; places of employment, or as otherwise mutually agreed if none of the foregoing apply.

23. SNOLAB INTELLECTUAL PROPERTY

Intellectual Property Rights for SNOLAB Employees who are contributing to the intellectual property of a collaboration or project will be held in accordance with intellectual property agreements between SNOLAB and the collaboration or project, and the policies of the relevant institutions and granting agencies. For SNOLAB Employees, the relevant institutions are the SNOLAB Member Institutions.

The parties to any given project conducted at or in association with the Facility shall negotiate in good faith and enter into an intellectual property agreement on terms no less stringent than those set out below:

- (a) The parties agree that no party shall acquire any title or intellectual property rights, including copyright, to pre-existing intellectual property used in the performance of the project ("Background IP") by another party; or to new intellectual property solely developed by one party in the performance of a project ("Project IP").
- (b) Ownership of Project IP developed jointly by multiple parties shall be governed by the applicable policies of those parties and will be subject to the negotiation of an appropriate joint ownership agreement, to be negotiated in good faith by those parties and/or their assignees.
- (c) Contributions considered in determining proportionate ownership of Project IP shall include the intellectual contributions of each of the SNOLAB Employees and Collaborating Scientists, the Background IP they

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or their Employer or Institutions have contributed, and the non-SNOLAB related material and financial contributions of the Institutions, in that order. Respective Contributions will be determined by negotiation in good faith amongst the SNOLAB Member Institutions, the Collaborating Scientists; their employer or Institution and in accordance with the relevant policies of those parties. If a negotiated agreement cannot be reached, the dispute resolution mechanism herein shall be used.

- (d) Contributors to Project IP shall have a royalty-free, perpetual, non-exclusive license to use Project IP including any Background IP incorporated into the Project IP for non-commercial research and educational purposes.
- (e) Each party shall promptly notify the SNOLAB Member Institutions, and the other Institutions in the collaboration, in writing of any Project IP that has been developed. The Parties shall work together in good faith and take measures to protect the Project IP, as well as acting to satisfy the terms and conditions of relevant agreements with funding agencies. The Parties acknowledge that part of the process may be the disclosure of Project IP to an Institution's technology transfer office for assessment of such Project IP.
- (f) The owners of Project IP shall have the right to commercialize the Project IP in accordance with their relevant policies and any intellectual property agreement and taking into account any constraint on commercialization by agreements with funding agencies. The Parties agree that every attempt shall be made to commercialize Project IP in Canada for the benefit of Canada.
- (g) Royalties accruing from the commercialization of Project IP shall be distributed among the relevant SNOLAB employees, the Collaborating Scientists, their employers and or Institutions, in accordance with their proportionate ownership. Institution policies shall govern revenue sharing between a contributor to Project IP and their Institution.
- (g) If the project involves a party other than a Member Institution; Collaborating Scientist and or granting agency (an "Industry Partner") and provided that Industry Partner is not in breach of its obligations under the

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relevant intellectual property agreement then:

- i. the Industry Partner may be granted a royalty free, worldwide, non-exclusive licence, without the right to sub-licence or assign, to use Project IP for non-commercial internal research and development purposes;
- ii. nothing in the relevant intellectual property agreement shall be construed as a license to use Project IP for any commercial purpose, including without limitation use in any process or commercial sale of products or services;
- iii. no licence is implied or given with respect to Background IP of any party;
- iv. in the event an Industry Partner wishes to acquire any additional rights in either Background IP or Project IP, such rights will be negotiated in good faith on a case by case basis with the appropriate party or parties. However, nothing in this agreement shall oblige any party to grant such rights to an Industry Partner.

24. DISPUTE RESOLUTION

In the event that there is any question or dispute on the part of the Board of Directors or any of the Member Institutions as to the interpretation or application, or both the interpretation and application, of any provision of this Constitution, then in each such event, the question, dispute or matter shall be submitted for determination to the Presidents or Principals of the Member Institutions, or their single respective designees. If the question, dispute or matter is not resolved by the unanimous approval of the Presidents or Principals of the Member Institutions or their respective designees within 60 days following the submission of the matter to them by the Board of Directors or any of the Member Institutions, then the question, dispute or matter shall be determined by a single arbitrator, in accordance with the provisions of the Arbitration Act of Ontario. The arbitrator shall be the person chosen unanimously by the Presidents or Principals of the Member Institutions or their respective designees, or failing such notice, shall be the person chosen in accordance with the said Arbitration Act. The decision of the arbitrator shall be binding on the Universities and the costs of the arbitration

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shall be in the discretion of the arbitrator.

25. PUBLICATION POLICY

A Publication Policy shall be required by the SNOLAB Director of each collaboration conducting experiments or undertaking projects at the Facility. The Publication Policy must accord with the requirements of any relevant granting agency.

The Publication Policy must be established prior to the commencement of any project or experiment and will be included in the Memorandum of Understanding between the collaboration, and or their Member Institution, and SNOLABI.

26. RELATIONSHIP TO QUEEN'S UNIVERSITY

The Institute will be governed by the relevant regulations and policies of the Senate of Queen's University. In the event of a conflict between this Constitution and the relevant regulations and policies of the Senate of Queen's University, the regulations and policies of Queen's University shall prevail to the extent necessary to resolve the conflict.

27. AMENDMENTS TO THIS CONSTITUTION

Board of Directors to the Vice Principal (Research) for submission to the Senate of Queen's University for acceptance. Such amendments must have been passed by a 2/3 majority of the Board of Directors Members prior to submission to the Senate of Queen's University. The Board of Directors shall keep the Vice Principal (Research) appraised of any proposed amendments and the rationale for the same.

28. REVIEW OF THE INSTITUTE

The Institute shall be reviewed at least every five (5) years by a review committee appointed by the Vice Principal (Research).

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REV NO.	EFFECTIVE DATE	AUTHOR	SUMMARY OF CHANGE
00	2004		Original release of version for SNOLAB
01	2010-01-01	T. Noble	Substantial rewriting as a consequence of the CFI Governance review, the restructuring of the Board of Directors, and the development of the Terms of Reference of the Board of Directors. Main changes are: • Introduction of SNOLAB Director • Introduction of Terms of Reference for the Board of Directors as a separate entity • Name change from SNOI to SNOLABI • Changes to reflect new Governance. • Description of procedure to have new members join the trust, without necessitating a rewrite of the trust agreement or the constitution • Added section on IP rights of SNOLAB employees. • Renamed "Member Scientists" to "Collaborating Scientists" as in SNOLAB we have scientists working on a variety of different experiments, as well as SNOLAB research scientists. • Added requirement for publication policy by all collaborations.
02	2012-11-15	T. Noble	October 2012: SNOLAB Constitution Rev 6. Substantial rewriting as a consequence of further governance changes required by CFI for continued funding through the Major Science Initiatives program, and upon completion of the SNO experiment and the Construction phase of SNOLAB. The main changes are: • Remove content only relevant to the former SNO experiment which is now complete. • Remove content only relevant to the construction phase of SNOLAB which is now complete. • Add concept of Institute Council, made up of representatives from the member institutes and whose role is to appoint members to the Board of Directors, the majority of whom shall be independent. • Change name from SNOLAB Board of Directors of Management to SNOLAB Board of Directors of Directors, consistent with request by CFI. • Revise document to be consistent with current Queen's senate policy in terms of reporting, appointments and reviews. Also modernize sections on intellectual property rights. • Remove the position of SNOLAB Institute Director. • Formatted for DocuShare posting.
03	2012-11-15	T. Noble	updated discussion on insurance, decommissioning, quorum, indemnification & minor edits for clarity following Board Retreat

This is **Exhibit “CC”**, referred to in the

Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to be 'M. B. Smith', written in a cursive style.

A Commissioner for taking Affidavits, etc.

MEMORANDUM OF UNDERSTANDING

This Agreement made the 26th day of February, 2001.

LAURENTIAN UNIVERSITY OF SUDBURY

hereinafter called "Laurentian"

AND:

ST. JOSEPH'S HEALTH CENTRE OF SUDBURY

Incorporated pursuant to the provisions of the Canada Corporations Act

hereinafter call "St. Joseph's"

WHEREAS St. Joseph's intends to construct a long term health care facility;

AND WHEREAS Laurentian has agreed to provide lands for the construction of said facility on the Campus of Laurentian University in Sudbury.

AND WHEREAS St. Joseph's and Laurentian recognize the mutual benefit to be derived from the establishment of said facility

Now therefore this Agreement Witnesseth that in consideration of the sum of \$2.00 now paid by Laurentian to St. Joseph's and the mutual covenants contained herein the parties agree and covenant as follows:

1. The parties agree that each party shall maintain its separate corporate identity and neither shall bind the other in any way financially or otherwise except as set forth in this agreement
2. Laurentian agrees to lease lands to St. Joseph's for a term of 99 years at a rental rate of \$300,000 payable in one instalment at the commencement of the lease together with a right of renewal and, subject to such other terms and conditions as may be contained in a ground lease to be entered into between the parties.
3. St. Joseph's shall construct upon this site a first class long term health care facility within (3) three years of the execution of this Agreement subject to design and other controls set out in the ground lease.
4. The parties acknowledge and agree that the initial use and occupation of the facility to be erected shall be a long term health care facility operated by St. Joseph's. It is intended that St. Joseph's shall conduct research into geriatric care in conjunction with Laurentian. It is further intended that St. Joseph's be permitted to operate in conjunction with other not for profit or charitable organizations, with the prior approval of Laurentian which will not be unreasonably withheld. It is contemplated that St. Joseph's mandate and use of the premises will evolve over time and that St. Joseph's may wish to sublet or assign a portion of the premises or a portion of a structure to a for profit venture or another organization including a degree granting institution other than Laurentian.
5. St. Joseph's shall be solely responsible for the cost of constructing, operating and maintaining the facility.
6. Laurentian grants to St. Joseph's the right to erect and maintain distinct entrance signage and building signage as well as directional signage in accordance with municipal by-laws and St.

Joseph's undertakes to obtain the prior written approval of Laurentian to all proposed signage and that approval will not be unreasonably withheld.

7. The parties agree that they will cooperate in identifying opportunities for the sharing of facilities and the establishment of appropriate access to St. Joseph's facilities and Laurentian's facilities.

8. The parties agree to co-operate in joint research programs and exchange and to consult fully in the implementation of this project.

9. This agreement shall not be construed as a partnership or joint venture and the parties agree not to hold out their relationship as such.

In Witness whereof the parties have set their corporate seals hereto.

LAURENTIAN UNIVERSITY OF SUDBURY

Per: _____

Per: _____

ST. JOSEPH'S HEALTH CENTRE OF SUDBURY

Per: _____

Per: _____

DATED: February 26th 2001

LAURENTIAN UNIVERSITY OF SUDBURY

-- and --

ST. JOSEPH'S HEALTH CENTRE OF
OF SUDBURY

MEMORANDUM OF UNDERSTANDING

DUMONT, McANDREW
Barristers and Solicitors
238 Elm Street
Sudbury, Ontario
P3C 1V3

GERARD E. McANDREW
(705) 673-5718 (Tel.)
(705) 673-3987 (Fax)

DUMONT, MCANDREWBARRISTERS, SOLICITORS, NOTARIES
AVOCATS, NOTAIRESBERNARD A. DUMONT, Q.C.
B.A., (BUS. AD), LL.B.GERARD E. MCANDREW
B.SC., LL.B.238 ELM STREET,
SUDBURY, ONTARIO
P3C 1V3
TEL: 705-673-5718
FAX: 705-673-3987TELECOPIER COVER SHEET

DATE: Feb 26/11

RE: Lease to St. Joseph's

TO: Ron Purcell

SENT TO FAX NO.: 671-3806

FROM: G. McAndrew

NO. OF PAGES BEING TRANSMITTED (INCLUDING COVER SHEET) 8

DESCRIPTION: revised lease agreement

IF YOU DO NOT RECEIVE ALL THE PAGES BEING TRANSMITTED, PLEASE CALL US AS SOON AS POSSIBLE AT (705) 673-5718.

THIS MESSAGE AND MATERIAL ATTACHED ARE INTENDED SOLELY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISTRIBUTION OR USE OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE.

ADDITIONAL INSTRUCTIONS/COMMENTS:

THIS LEASE made in triplicate this 26th day of February, 2001 in pursuance of The Short Forms of Leases Act, R.S.O. 1990, c. S.11, as amended.

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY

hereinafter called "the Lessor"

OF THE FIRST PART;

- and -

ST. JOSEPH'S HEALTH CENTRE OF SUDBURY

incorporated pursuant to the provisions of the Canada Corporations Act

hereinafter called "the Lessee"

OF THE SECOND PART;

WHEREAS:

- (a) the Lessor is the owner of part of Lot 3, in the Second (2nd) Concession of the geographic Township of McKim, in the District of Sudbury, and in the City of Greater Sudbury which lands are entered in the Land Titles Office at Sudbury in the Register for Sudbury East Section as Parcel 30769, hereinafter called "the Lessor's Lands";
- (b) the Lessor has agreed to lease to the Lessee according to the terms and conditions hereinafter set out a portion of the Lessor's Lands, being a parcel of land lying on the east side of South Bay Road as more particularly described on Schedule "A" attached hereto and forming part of this Lease and hereinafter called "the Demised Lands";
- (c) the Lessee has agreed to build a long term health care facility on the Demised Premises upon the terms and conditions set out below; and,
- (d) the Demised Lands have been described as PART 1 on Reference Plan 53R-16920;

1. WITNESSETH that in consideration of the premises and in further consideration of the rent, covenants and agreements hereinafter contained on the part of the Lessee to be observed and performed, the Lessor doth demise and lease unto the Lessee the Demised Lands.

2. TO HAVE AND HOLD the said demised land for and during the Term of ninety-nine (99) years from and inclusive of the 1st day of March, 2001, and thenceforth next ensuing and fully to be completed and ended, the "Term".

3. YIELDING AND PAYING therefor the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) of lawful money of Canada ("the Rent") which sum shall be payable on the 1st day of March, 2001 and shall represent payment in full of all rent payable by the Lessee to the Lessor hereunder.

4. THE LESSEE covenants with the Lessor to pay rent.

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5. TO USE the Demised Lands for the purpose of constructing thereon buildings and other improvements of any nature or kind which are deemed by the Lessee to be desirable and necessary to carry out its mandate as a charitable organization dedicated to the provision of health care including long term care, research, education and assisted living for seniors; and any such uses ancillary and/or accessory thereto to support the establishment of a geriatric centre of excellence.

6. THE LESSOR covenants with the Lessee that if the Lessee duly pays the Rent and performs all and every one of the covenants, provisos and conditions herein and on the part of the Lessee to be paid and performed, the Lessor will at the expiration of the said Term (at the cost of the Lessee and upon the written request of the Lessee, mailed by registered post or delivered to the Lessor not later than six (6) months before the expiration of the said Term) grant to the Lessee a renewal lease of the said lands and premises for a further term of ninety-nine (99) year at a total rent of ONE DOLLAR (\$1.00) for the full ninety-nine (99) years and subject to the same covenants, provisos and agreements as are herein contained.

7.(a) PROVIDED that this lease and any renewal thereof shall at the option of the Lessor cease and be void if at any time during the Term hereby granted the Lessee shall cease for a period of two years to use the lands for the uses as set out in Paragraph 5 above.

7.(b) The Lessor shall at the expiration of the Term hereby granted or at such earlier time that this Lease is terminated have the option; to either;

- i) purchase from the Lessee, free and clear of all encumbrances and claims, all buildings and all improvements thereto and the equipment fixtures, elevators, heating and plumbing appurtenant thereto at and for a price of \$1.00, or;
- ii) to require the Lessee to remove from the Demised Lands all improvements thereon including asphalt and to decommission the site in accordance with then applicable standards including the removal of any contaminated material and soil and to restore the premises to the condition they were in at the commencement of the Term.

8. THE LESSEE covenants with the Lessor that it will during the Term of this lease and any renewal hereof keep and maintain in good and proper repair all buildings to be constructed on the Demised Lands.

9.(a) THE LESSEE covenants with the Lessor that any building and/or buildings and any other improvements required and/or desired by the Lessee as necessary for the purpose of carrying out its mandate, subject to paragraph 7(b) hereof, shall be constructed in compliance with the requirements of the Ontario Building Code and the applicable Zoning By-Law. Further, the Lessor agrees forthwith upon demand to consent as the landowner to any Site Plan Agreement(s) negotiated by the Lessee with The City of Greater Sudbury and/or any other agreements with any authority having jurisdiction in matters relating to the development by the Lessee of the Demised Premises.

9.(b)

9.(b) The Lessee agrees that it will not erect any building or buildings or other structure, structures or improvements on the Demised Lands without the written approval of the Lessor as to site planning, exterior presentation, landscaping and adequacy of parking; the Lessor shall promptly entertain such request and advise the Lessee of its decision in this regard, such approval not to be unreasonably withheld by the Lessor.

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10. All necessary building permits shall be obtained by and at the expense of the Lessee and all Municipal By-laws and legal regulations pertaining to the work shall be complied with by the Lessee.

11. The work shall be conducted expeditiously in good workmanlike manner and otherwise in accordance with the provisions of this Lease.

12. THE LESSEE further covenants with the Lessor that subject to any statutory exemptions which it may enjoy, it will during the Term hereby granted pay all taxes, rates, local improvement charges, development charges, charges under the Municipal Act, duties and assessments whatsoever whether municipal, parliamentary or otherwise, including municipal taxes for local improvements or works the cost of which is properly assessed upon the property benefited thereby now charged or hereafter to be charged upon the Demised Premises or upon any buildings or erections thereon or upon the Lessor on account thereof. Any charges covered within this paragraph will be the responsibility of the Lessee effective March 1, 2001.

13. The Lessee shall have the right to sublet or assign the whole or any part of the Demised Lands with the approval of the Lessor which approval shall not be unreasonably withheld. The Lessee will provide the Lessor the indemnification of any proposed partner, sublessee or subtenant and explain how the partner, sublessee or subtenant will support and/or enhance the geriatric centre of excellence and the Lessor shall promptly entertain such request and advise the Lessee of its decision in this regard.

14. The Lessee shall be responsible at its sole expense for any and all costs associated with the provision of sanitary sewer, potable water, natural gas and electricity to the Demised Lands from the public mains in the vicinity of the Demised Lands. Further, the Lessee shall be responsible at its sole expense for any and all costs associated with any road access or accesses to the Demised Lands from South Bay Road. Further, the Lessee shall be responsible at its sole cost for all off site improvements in relation to any site plan impositions imposed by the City of Greater Sudbury.

15. The Lessee is entitled to place such signs at the entrance and along South Bay Road as may be necessary in the discretion of the Lessee provided that the nature and size of such signs are acceptable to the Lessor acting reasonably and the Lessor shall promptly entertain such request and advise the Lessee of its decision in this regard.

16. The Lessor acknowledges that the Lessee, as part of its development of the Demised Lands and the Lessee's operations to be carried out thereon, the Lessee shall be required initially and possibly from time to time to provide security to a financial institution(s) which will be providing financial assistance, loans and/or mortgages to the Lessee and the Lessee shall have the right to assign this Lease as security therefor. Further, the Lessor as the owner of the Demised Lands and upon the request of the Lessee agrees to at any time and from time to time to execute and deliver such assurances as may be required by the Lessee to assist in such financial arrangements of the Lessee, including the provision of statements in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the modifications and that the same is in full force and effect as modified), that the full Rent has been paid by the Lessee to the Lessor and stating whether or not there is any existing default on the part of the Lessee and also including the Lessor's consent to such financing arrangements. Nothing herein contained shall oblige the Lessor to postpone its rights under this Lease.

17. The Lessor shall have the right to maintain on the Demised Lands the present storage structure and shall have the right of access to that storage shed and the shores and waters of Bethel Lake for its students, faculty and support staff provided that should the Lessee require the use of the land where the storage structure is presently located then the Lessor shall on 120 days written notice given by the Lessee to the Lessor, quit the use of the premises/ With respect to this use of the storage structure by the

(and) remove the storage structure at the Lessor's expense

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Lessor, the Lessor shall at all times indemnify and save harmless the Lessee from and against all liability, claims, demands, suits, costs or causes of action howsoever caused or arising out of such use and occupation of the storage structure by the Lessor or its students, servants, employees, agents, contractors, assignees, invitees and/or licensees brought by any person, corporation, or class including claims, demands and liability for injury or damage to persons or property arising from the use of the storage structure, including the gaining of access thereto.

18. AND IT IS HEREBY AGREED that it shall be lawful for the Lessor, its successors and/or assigns and its agents at all reasonable times during the said Term to enter upon the said Demised Lands to examine the condition thereof and upon notice in writing given to the Lessee, the Lessee will within three calendar months next after such notice well and sufficiently repair and make good accordingly.

19. PROVIDED ALWAYS and it is hereby expressly agreed that in case of the breach of non-performance of any of the covenants or agreements herein contained on the part of the Lessee, the Lessee shall be given six months notice in writing to remedy such breach or non-performance and if the Lessee fails to remedy such breach or non-performance within the six months, it shall be lawful for the Lessor, its successors and/or assigns at any time thereafter ^{hereafter} to enter upon the Demised Lands or any part thereof re-enter same and to repossess and enjoy as of its former estate, subject to the provisions of paragraph 7.(b) herein contained.

20. AND THE LESSEE further agrees to observe and fulfil the provision and requirements of all statutes, orders-in-council, by-laws, rules and regulations relating to the use by the Lessee of the said Demised Premises, plumbing fixtures, drain pipes, sidewalks, areas, streets and lanes connected therewith, and that upon request being made or notice being given by the proper official charged with the enforcement of the said provisions and requirements to the Lessee or to the Lessor in respect of any non-performance or infraction of any such provisions or requirements the Lessee shall immediately comply with the demand contained in such request or demand and in default thereof the Lessor may procure to be done any work necessary to comply therewith ~~the~~ and may charge the cost thereof against the Lessee and shall have the same remedies for the recovery of the monies so paid as if the same were arrears of the rent reserved hereby in respect of the said Demised Lands.

21. If, after the expiration or termination of this Lease or the renewal thereof, the Lessee shall remain in possession of the Demised Lands, with or without the consent of the Lessor, or without any further written agreement, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be deemed to be an annual tenant only, at a rental of ONE DOLLAR (\$1.00) per year, payable in advance on the 1st day of each year, if demanded, and subject in all other respects to the terms of this lease.

22. IT IS HEREBY AGREED that in case any dispute or question shall arise between the Lessor and the Lessee relative to the maintenance of the lands and buildings herein mentioned, or as to matters consequent upon termination hereof, or as to construction of the terms of this Lease, such dispute or question shall be referred to the arbitration and determination of three arbitrators, one to be named by each of the parties hereto and the third to be named by the two so appointed; and the award and determination of the said arbitrators shall be final and binding.

23. Any notice required or contemplated by any provision of this Lease shall be given in writing enclosed in a sealed envelope addressed in case of notice to the Landlord to the Vice-President - Administration, Laurentian University, Ramsay Lake Road, Sudbury, Ontario, P3E 2C6 and in the cases of notice to the Lessee, to 700 Paris Street, Sudbury, Ontario, P3E 3B5. All such notices shall be mailed and postage prepaid. The time of giving of such notice shall be conclusively deemed to be the third business

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day after the day of such mailing. Such notice shall be sufficiently given if and whether same shall be delivered in the case of notice to the Lessor to the same address as stated above and in the case of notice to the Lessee to an executive officer of the Lessee at the above noted address. Such notice if personally delivered shall be conclusively deemed to have been given and received at the time of such insurgent delivery. The addresses above may be changed from time to time by the Lessor or the Lessee by notice in writing as aforesaid to the other.

24. The Lessee at its option may register this Lease or a notice of this Lease in the applicable Land Titles Office. The Lessor shall cooperate with the Lessee to facilitate such registration.

25. The Lessee shall at all times indemnify and save harmless, Her Majesty the Queen In The Right of Ontario, Ministry of Training, Colleges and Universities (and its successors), and the Lessor from and against all liability, claims, demands, suits, costs or causes of action howsoever caused or arising out of the use and occupation of the premises by the Lessee or its servants, employees, agents, contractors, sublessees, assignees, invitees, licencees, residents and clients brought by any person, corporation or class, including claims, demands and liability for injury or damage to persons or property and including claims, demands and liability arising from the construction of facilities on the Demised Lands.

26. The Lessee shall effect and shall keep in force during the term of this Lease insurance, protecting both the Lessee and the Lessor without rights of crossclaim or subrogation against the Lessor against claims for personal injury, death, property damage, occupiers liability, or third party or public liability claims arising from any activity, occupation or occurrence upon or of the Demised Lands from any cause, in an amount not less than would be effected or carried by any prudent institution. The amounts and terms of the policies of insurance required to be effected by the Lessee and the identity of the insurers shall be subject to the approval of the Lessor, but such approval shall not be unreasonably withheld.

27. In the event that St. Joseph's Health Centre of Sudbury should cease to be involved with the management, control and direction of the project then there shall deemed to be an assignment of this Lease and the Lessor shall have the right to approve the Lessee's management and control and thereafter should the control or management of the Lessee from time to time change or be altered the Lessor shall have the continuing right to approve the Lessee's management and control, provided always, that the Lessor shall not unreasonably withhold its approval or consent.

28. This Lease shall enure to the benefit and be binding upon the parties hereto and their respective successors, assigns and/or sublessees as the case may be.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested by the signatures of their proper officers in that behalf.

LAURENTIAN UNIVERSITY OF
SUDBURY

Per: _____

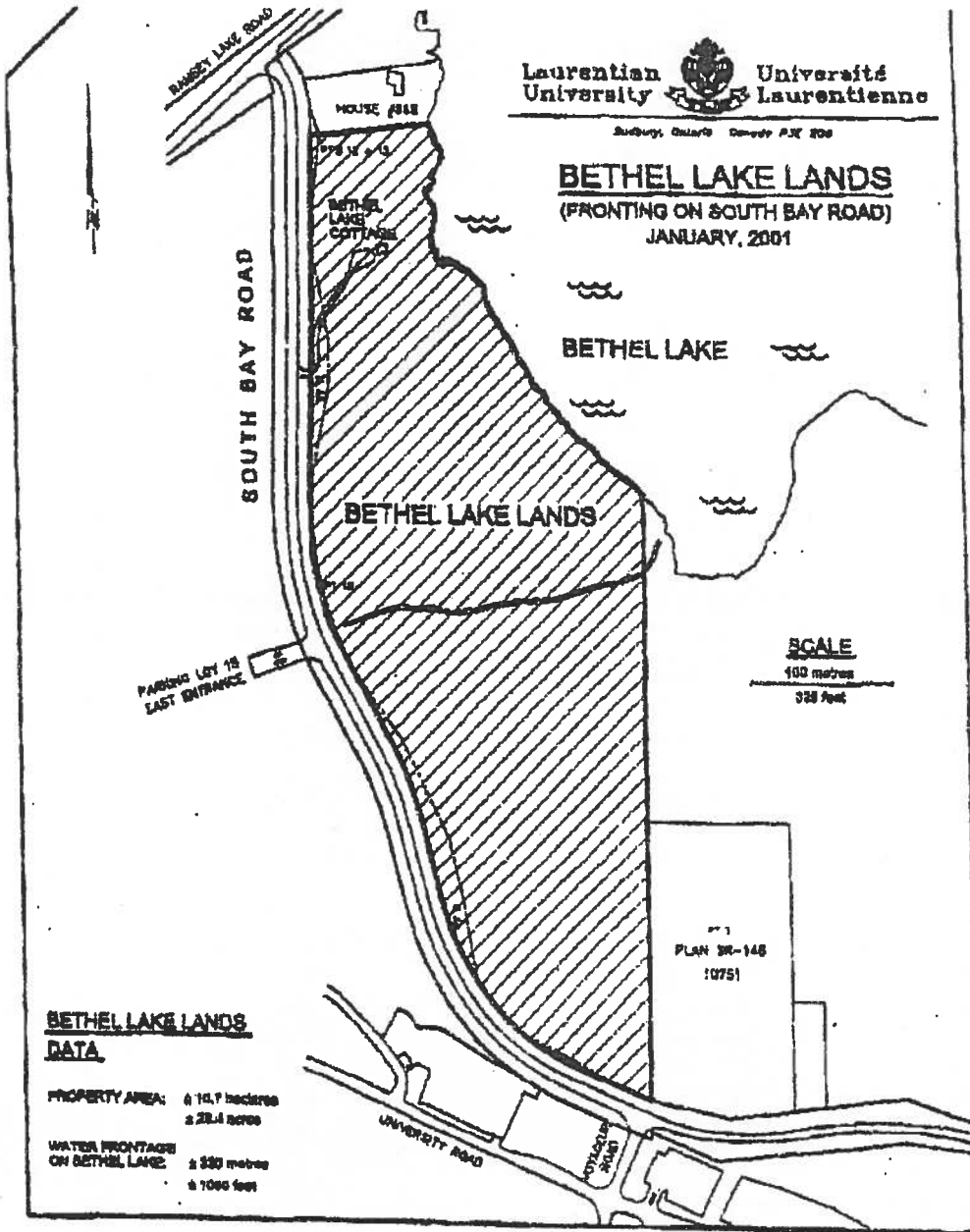
Per: _____

ST. JOSEPH'S HEALTH CENTRE OF
SUDBURY

Per: _____

Per: _____

SCHEDULE "A"



This is **Exhibit “DD”**, referred to in the

Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to be 'M. B. Bull', is written above a horizontal line.

A Commissioner for taking Affidavits, etc.

THIS AGREEMENT made this first (1st) day of April, 2003

B E T W E E N :

LAURENTIAN UNIVERSITY OF SUDBURY

- hereinafter called "Laurentian"
OF THE FIRST PART;

- and -

ST. JOSEPH'S HEALTH CENTRE OF SUDBURY

incorporated pursuant to the provisions of the Canada
Corporations Act

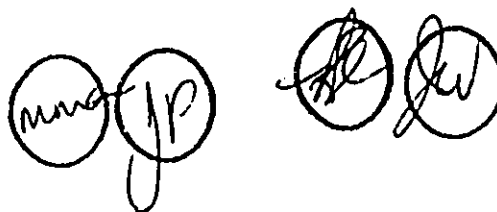
- hereinafter called "St. Joseph's"
OF THE SECOND PART;

WHEREAS:

- (a) by a Lease dated February 26, 2001 (the "Lease") Laurentian leased to St. Joseph's a part of Lot 3, in the Second Concession of the Township of McKim, in the District of Sudbury more particularly defined as Part 1 on Reference Plan of Survey 53R-16920 and by a Lease Amendment dated March 27, 2002 (the "Lease Amendment") provision was made to add to the leased lands that portion of Lot 3, in the Second Concession of the Township of McKim defined as Parts 5, 8, 11 and 12 on Reference Plan of Survey 53R-5371;
- (b) the Lease was registered in the Land Titles Office at Sudbury on March 1, 2001 by Notice of Lease No. LT0908697 and the Lease Amendment was registered in the said Land Titles Office on March 28, 2003 as Notice of Lease Amendment No. LT0947401;
- (c) the Lands included in the Lease and the Lease Amendment now comprise those lands entered in the Land Titles Office at Sudbury in the Register for Sudbury East Section as Parcel 53884 and Parcel 729 Leasehold Sudbury East Section;
- (d) St. Joseph's has undertaken on the lands to the development of a health care facility and as part of such undertaking has arranged mortgage financing and the lenders, as a condition of agreeing to provide both construction and permanent financing, have stipulated, amongst other requirements, that a caveat be registered on the title to the lands; and,
- (e) St. Joseph's has requested Laurentian to provide such caveat to prohibit any encumbering of the freehold interest in the lands and Laurentian has agreed to provide same;

NOW THEREFORE, IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00) NOW PAID BY ST. JOSEPH'S TO LAURENTIAN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS BY LAURENTIAN HEREBY ACKNOWLEDGED, LAURENTIAN AND ST. JOSEPH'S HEREBY MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. Laurentian covenants and agrees with St. Joseph's that it will not during the twenty-one (21) year period commencing on April 1, 2003 and expiring on March 31, 2024 encumber the title to Parcel 53884 Sudbury East Section and without limiting the generality of the foregoing, Laurentian agrees that it shall not mortgage the title to Parcel 53884 Sudbury East Section or include the title to same in any debenture and/or hypothecation.



2. Notwithstanding the provisions of the foregoing paragraph 1., St. Joseph's acknowledges that Laurentian shall not be precluded from selling the leased lands during the Term of the Lease.

3. Laurentian hereby agrees and consents to St. Joseph's registering this Agreement on the title to Parcel 53884 Sudbury East Section in the name of Laurentian.

4. Laurentian and St. Joseph's hereby confirm the provisions of the Lease and the Lease Amendment.

5. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns as the case may be.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

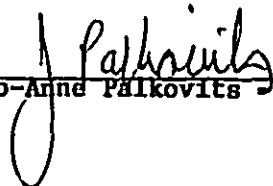
LAURENTIAN UNIVERSITY OF
SUDBURY

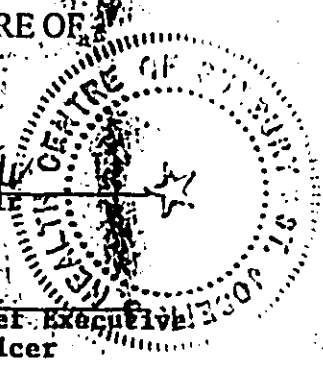
Per: 
 Ronald Chrysler - Vice-President
 - Administration

Per: 
 Judith Woodsworth - President
 We have authority to bind the Corporation.

ST. JOSEPH'S HEALTH CENTRE OF
SUDBURY

Per: 
 Margaret Ashcroft - Chair

Per: 
 Jo-Anne Palkovits - Chief Executive Officer



This is **Exhibit “EE”**, referred to in the

Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to be 'M. B. Haché', written in a cursive style.

A Commissioner for taking Affidavits, etc.

CONSENT

LAURENTIAN UNIVERSITY OF SUDBURY, the Lessor in the Lease dated the 26th day of February, 2001 as amended by Lease Amendment dated March 27th, 2002, pursuant to paragraph 2 of the Lease Amendment and paragraph 16 of the Lease, hereby consents to St. Joseph's Health Centre of Sudbury, the Lessee, mortgaging its leasehold interest in the leased lands to the Royal Trust Corporation of Canada as set out in the mortgage to which this consent is attached.

Notwithstanding the granting of consent to the mortgage of lease, the terms of the Lease dated the 26th day of February, 2001, ("the Lease") as amended by the Lease Amendment dated the 27th day of March, 2002, ("the Lease Amendment") remain in full force and effect without being altered, amended, or derogated from by the mortgage of lease or this consent.

Further, and notwithstanding the provisions of the consent to mortgage of lease as set out above, in the event that the Lease, as amended by the Lease Amendment, is terminated while the mortgage of lease to which the above consent applies is still outstanding, Laurentian University of Sudbury, hereby waives the provisions of paragraph 7.(b) of the Lease.

DATED at Sudbury, Ontario this 1st day of ~~September~~^{October}, 2003.

JW
22

LAURENTIAN UNIVERSITY OF SUDBURY

Per: *J. Woodsworth*
Name - JUDITH WOODSWORTH
Title - President

Per: *R. Chynoweth*
Name - RON CHYNOWETH
Title - VICE-PRESIDENT, ADMINISTRATION

I/We have authority to bind the corporation

THIS INDENTURE made the 20 day of October, 2003.

BETWEEN:

ST. JOSEPH'S HEALTH CENTRE OF SUDBURY

("Chargor/Mortgagor" hereinafter called the "Mortgagor")

OF THE FIRST PART

And

ROYAL TRUST CORPORATION OF CANADA

(hereinafter called the "Mortgagee")

OF THE SECOND PART

WHEREAS by a Lease dated the 26th day of February, 2001 made between Laurentian University of Sudbury as Landlord, and the Mortgagor, as tenant, Laurentian University of Sudbury leased the lands therein described and legally described in Schedule "A" attached hereto, to the Tenant to hold for the term as provided in the said Lease from the first day of March, 2001 at a rental as provided in the said Lease and subject to the covenants and conditions therein contained and notice of which said Lease was registered in the Land Registry Office for the Land Titles Division for the District of Sudbury (53) at Sudbury on the first day of March, 2001 as Instrument No. LT908773.

AND WHEREAS the aforementioned Lease was amended by Lease Amendment Agreement dated the 27th day of March, 2002, notice of which amendment was registered in the Land Registry Office for the Land Titles Division for the District of Sudbury (53) at Sudbury on the 28th day of March, 2003 as Instrument No. LT0947401 against the title to those lands legally described in Schedule "A" attached hereto. (The said Lease as amended is sometimes referred to hereinafter as the "Head Lease" or "Lease").

AND WHEREAS the lands leased by the Lessor, Laurentian University of Sudbury, to St. Joseph's Health Centre of Sudbury as Lessee, as described in the Lease as amended aforesaid are the lands described in Schedule "A" attached hereto.

AND WHEREAS the "Leasehold Premises" and/or "the Mortgaged Premises" is defined as the leasehold interest of the Mortgagor as described in the Lease dated the 26th of February, 2001 made between Laurentian University of Sudbury as Landlord and the Mortgagor, as Tenant and registered in the Land Registry Office for the Land Titles Division for the District of Sudbury (53) at Sudbury on the first day of March, 2001 as Instrument No. LT908773 and as amended, notice of which amendment was registered March 28th, 2003 in the Land Registry Office for the Land Titles Division for the District of Sudbury (53) at Sudbury as Instrument No. LT0947401 together with all buildings, erections and improvements, fixtures, appliances, equipment, appurtenances and other structures fixed or otherwise now on or hereafter put upon the said premises and owned by the Mortgagor thereon and all other estate, term, right or renewal and other interest of the Mortgagor therein, including but without limiting the generality of the foregoing, all fences, heating, plumbing, air-conditioning, ventilating, lighting and water heating equipment, and all apparatus and equipment appurtenant thereto are and shall, in addition to the other fixtures thereon, be and become fixtures and an accession to the Leasehold Premises as between the parties hereto, their respective successors and assigns, and all persons claiming by, through or under them and shall be a portion of the security for the indebtedness herein mentioned.

AND WHEREAS the Mortgagor and the Mortgagee have entered into a financing commitment agreement dated the 9th day of April, 2002 and accepted by the Mortgagee on the 25th day of April, 2002, which financing commitment agreement has been amended by letter dated May 8th,

2002 and accepted on May 8th, 2002 and which financing commitment agreement is further amended by letter dated June 11th, 2002. (Hereinafter referred to as the "Commitment Letter").

AND WHEREAS as part of the requirements of the aforementioned Commitment Letter, the Mortgagor, at the request of the Mortgagee and as security for the principal sum loaned by the Mortgagee to the Mortgagor, has agreed to give this Mortgage of Leasehold as security for the payment and satisfaction to the Mortgagee of all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed at any time owing by the Mortgagor to the Mortgagee or remaining unpaid by the Mortgagor to the Mortgagee.

AND WHEREAS it is agreed that the covenants, representations and warranties contained in the Commitment Letter and the attachments thereto including the CMHC Certificate of Insurance revised June 27th, 2003 continue to be binding upon the Mortgagor and form part of the terms of this Mortgage of Leasehold and any default by the Mortgagor under the terms of the Commitment Letter and attachments thereto including the CMHC Certificate of Insurance revised June 27th, 2003 and/or any default by the Mortgagor under the terms of the Lease as amended, shall constitute a default under this Mortgage of Leasehold and shall entitle the Mortgagee to exercise any remedies it may have under this mortgage of leasehold, the *Mortgages Act*, R.S.O. 1990, Chapter M-40 and/or at law and/or at equity and to enforce this Mortgage as if default had actually occurred hereunder.

AND WHEREAS the principal sum secured under this Mortgage of Leasehold is EIGHT MILLION FIVE THOUSAND SIX HUNDRED NINETY-THREE DOLLARS (\$8,005,693.00).

AND WHEREAS the annual rate of interest to be charged under this Mortgage of Leasehold is EIGHTEEN PER CENT (18%) per annum calculated half-yearly not in advance.

AND WHEREAS it is agreed that the recitals as herein set out form part of the terms of this Mortgage of Leasehold (hereinafter referred to as "the Mortgage").

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of any and all monies advanced or to be advanced by the Mortgagee to the Mortgagor, the Mortgagor doth hereby grant, charge, mortgage, demise and sub-lease to the Mortgagee, its successors and assigns forever, that certain parcel or tract of land and premises situate, lying and being in the City of Greater Sudbury and more particularly described in Schedule "A" (the mortgaged premises) to this Mortgage of Leasehold, together with all buildings, erections and improvements, fixtures, appliances, equipment, appurtenances and other structures fixed or otherwise now on or hereafter put upon the said premises and all other right, title, estate, term, right of renewal, right to purchase or other interest of the Mortgagor therein, including but without limiting the generality of the foregoing, all fences, heating, plumbing, air-conditioning, ventilating, lighting and water heating equipment, and all apparatus and equipment appurtenant thereto are and shall, in addition to the other fixtures thereon, be and become fixtures and an accession to the Leasehold Premises as between the parties hereto, their respective successors and assigns, and all persons claiming by, through or under them and shall be a portion of the security for the indebtedness herein mentioned as security for:

- a) payment to the Mortgagee of the principal amount and interest on such amount or amounts owed to the Mortgagee and secured under the terms of this Indenture; and
- b) the performance of all other liabilities and obligations of the Mortgagor contained in this Mortgage or in any other document relating to the indebtedness;

1. TO HOLD unto the Mortgagee for and during the term of years from the day of the date hereof to the day which is one day before the last day of the term of years demised by the said lease, yielding and paying therefore yearly on the first day of January in each year during the term hereby demised, the sum of ONE DOLLAR (\$1.00) if lawfully demanded.
2. PROVIDED THIS MORTGAGE OF LEASEHOLD shall become void upon the Mortgagor, its successors or assigns or any of them, paying the principal sum of EIGHT MILLION FIVE THOUSAND SIX HUNDRED NINETY-THREE DOLLARS

(\$8,005,693.00) with interest thereon at the rate of EIGHTEEN PER CENT (18%) per annum calculated half-yearly not in advance as well after as before maturity and both before and after default computed from the first day of November, 2003 as follows:

The principal sum of EIGHT MILLION FIVE THOUSAND SIX HUNDRED NINETY-THREE DOLLARS (\$8,005,693.00) with interest thereon at the rate of EIGHTEEN PER CENT (18%) per annum calculated half-yearly not in advance as well after as before maturity and both before and after default computed from the first- day of November, 2003 shall become due and be paid in equal, consecutive monthly installments of ONE HUNDRED NINETEEN THOUSAND, SIX HUNDRED TWENTY-THREE DOLLARS AND SIXTY-TWO CENTS (\$119,623.62) each on the first day of each and every month in each and every year from and including the first day of December, 2003 to and including the first day of November, 2013, (such installments to be applied firstly in the payment of interest at the aforesaid rate calculated as aforesaid on the principal sum from time to time unpaid and the balance to be applied in reduction of the principal sum) and the balance of the principal sum of EIGHT MILLION FIVE THOUSAND SIX HUNDRED NINETY-THREE DOLLARS (\$8,005,693.00) with interest thereon as aforesaid shall become due and be payable on the first day of November, 2013.

3. That if required, the Mortgagor shall pay to the Mortgagee, together with its regular monthly installments of principal and interest as required hereunder, monthly installments of 1/12th the estimated annual realty taxes and any local improvement charges.
4. It is agreed that the covenants, representations and warranties contained in the Commitment Letter and the attachments thereto including the CMHC Certificate of Insurance revised June 27th, 2003 continue to be binding upon the Mortgagor and form part of the terms of this Mortgage of Leasehold and any default by the Mortgagor in performing any of its obligations contained in the Commitment Letter and the attachments thereto including the revised CMHC Certificate of Insurance shall constitute a default under the terms of this mortgage entitling the Mortgagee to all of its remedies and without restricting the generality of the foregoing, all of its remedies under the *Mortgages Act*, R.S.O. 1990, Chapter M-40 and/or at law and/or at equity..
5. Any default by the Mortgagor under the terms of the Lease from Laurentian University of Sudbury to the Mortgagor as amended, shall constitute a default under the terms of this Mortgage entitling the Mortgagee to all of its remedies and without restricting the generality of the foregoing, all of its remedies under the *Mortgages Act*, R.S.O. 1990, Chapter M-40 and/or at law and/or at equity.
6. AND the Mortgagor hereby covenants with the Mortgagee that the Mortgagor has good right, power and authority to grant, charge, mortgage, demise and sublet the Leasehold Premises, and to covenant for payment for buildings and improvements, and to grant a new sub-lease in the manner herein provided and according to the true intent and meaning of this mortgage; and that the Mortgagor has not, nor has any other person, heretofore made, done, committed or suffered any act to encumber the Head Lease or any part thereof; and that the Head Lease is at the time of sealing and delivery of these presents, a good, valid and subsisting lease in the law, and not surrendered forfeited or become void or voidable; and the Mortgagor has not done or failed to do any act as a result of which the Lease would be rendered invalid or its validity impaired; and that the rents, covenants and conditions contained in the Lease have been duly paid, observed and performed by the Mortgagor up to the date hereof.
7. AND that the Mortgagor shall and will from time to time, and at all times hereafter at the request of the Mortgagee, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, assignments and assurances in the law for more effectually demising and assuring or securing the Leasehold Premises to the Mortgagee according to the true intent and meaning of this Indenture as by the Mortgagee or its counsel in the law shall be reasonably advised or required.
8. AND that for the consideration aforesaid, the Mortgagor will henceforth stand possessed of the Leasehold Premises for the last day of the term granted by the Head Lease in trust for the Mortgagee, and will assign and dispose thereof as the Mortgagee may direct, but subject to the same right of redemption and other rights as are hereby given to the

Mortgagor with respect to the derivative term hereby granted; the Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor's substitute to be the Mortgagor's attorney during the continuance of this security and in the event of default for 15 days on 10 days notice to the Mortgagor for and on behalf of the Mortgagor to assign the Head Lease and convey the Leasehold Premises and the last day of the term granted by the Head Lease as the Mortgagee shall at any time direct, and in particular, upon any sale made by the Mortgagee under the statutory power or power of sale herein contained to assign the Head Lease and convey the Leasehold Premises and the said reversion to the purchaser; and it is hereby declared that the Mortgagee or other person for the time being entitled to the money hereby secured may at any time, by deed, remove the Mortgagor or any other person from being a trustee of the Head Lease under the declaration of trust hereinbefore declared and on the removal of the Mortgagor, or any future trustee of the Head Lease, may by deed, appoint a new trustee or trustees in the Mortgagor's place.

9. AND that the Mortgagor will, with respect to the lease herein contemplated, at the request of the Mortgagee, but at the cost, charge and expense of the Mortgagor, grant and assign unto the Mortgagee, or whom it may appoint, the last day of the said term hereinbefore excepted or any renewal or substituted term; and further that, in the event of the Mortgagee making any sale under the power of sale herein contained the Mortgagor shall stand seized and possessed of the Leasehold Premises for the last day of the said term hereinbefore excepted, and of any renewal or substituted term, and of all rights of renewal in trust for the purchaser or purchasers, its or their heirs, executors, administrators, successors and assigns.
10. AND that if the value of buildings and improvements on the Leasehold Premises should become payable to the Mortgagor, then pursuant to the terms of the Head Lease upon the same being paid to the Mortgagor, the amount so paid shall, if the same is by the terms of the Head Lease not required to be expended on the Leasehold Premises, become due on account of the principal monies secured hereby and the balance then owing shall be accelerated so that the Mortgagor shall pay the balance then owing under the terms of the mortgage to the Mortgagee.
11. And the Mortgagor further covenants with the Mortgagee that if the Mortgagor shall refuse or neglect to renew the Head Lease or any renewals thereof to be hereafter granted, and to pay the fees, costs, charges and expenses incidental to and payable upon such renewals, then, and as often as it shall happen, the Mortgagee may, if it thinks proper, effect such renewals in its own name or otherwise, and every renewal of the Head Lease and the lands and buildings thereby demised shall remain and be a surety to the Mortgagee as well for payment of all money paid to it for such renewal and its costs, charges and expenses, as for any other sums that may be due by virtue of this indenture.
12. PROVIDED that the whole of the monies hereby secured shall at the option of the Mortgagee, immediately become due and payable;
 - (a) On default of payment of any part of the principal and interest hereby secured or any installments thereof promptly as the same mature or of any part of the rents, rates, taxes, charges, assessments, premiums of insurance or other payments or on breach of any covenant or proviso herein contained, provided that such default or breach of covenant or proviso shall have continued for a period of 15 days after the Mortgagee shall have given to the Mortgagor 10 days written notice thereof.
 - (b) If the Mortgagor becomes bankrupt or insolvent or shall be subjected to the provisions of the *Winding Up Act*, the *Bankruptcy Act*, the *Companies Creditors Arrangement Act*, or any other Act for the benefit of creditors or go into liquidation either voluntarily or otherwise, or make a general assignment for the benefit of the Mortgagor's creditors, or otherwise acknowledge the Mortgagor's insolvency.
 - (c) If an encumbrancer takes possession of the Leasehold Premises or any part thereof, or if a liquidator or receiver be appointed to the Mortgagor.
 - (d) On default by the Mortgagor under the terms of its Lease as amended with Laurentian University of Sudbury.
13. IT IS FURTHER STIPULATED, provided and agreed that the Mortgagee may pay the amount of any rent, encumbrance, lien or charge now or hereafter existing, or to arise or to be claimed upon the Leasehold Premises, having priority over this mortgage or any advance thereunder, and may pay all reasonable costs, charges and expenses which may be incurred in taking, recovering and keeping possession of said premises and may pay reasonable inspector's and valuator's charges from time to time, and all solicitor's charges or commissions for or in respect of the collection of any overdue installments or any other monies whatsoever payable by the Mortgagor hereunder, as between solicitor

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and client, whether any action or other Judicial proceeding to enforce such payment has been taken or not; and the amount or amounts so paid and insurance premiums for fire or other risks or hazards and monies paid hereunder by the Mortgagee shall be added to the debt hereby secured and be a charge on the Leasehold Premises and shall bear interest at the rate aforesaid and shall be payable forthwith by the Mortgagor to the Mortgagee; and the non-payment of such amount shall be a default of payment under this mortgage, and all covenants, agreements and powers of sale or leasing or entry contained in this mortgage shall be applicable thereto and the Mortgagee may exercise the same as in the case of default therefor; and in the event of the Mortgagee paying the amount of any such rent, encumbrance, lien or charge, taxes or rates, either out of the monies advanced on the security of this mortgage or otherwise, the Mortgagee shall be entitled to all rights, equities and securities of the person or persons, company, corporation or Government so paid off and is hereby authorized to retain any discharge thereof, without registration, for a longer period than 6 months if the Mortgagee deems it proper to do so.

14. The Mortgagor covenants and agrees with the Mortgagee that in the event of default in the payment of any installment of principal, interest or taxes hereby secured or any other monies payable hereunder by the Mortgagor or on breach of any covenant, proviso or agreement herein contained, after all or any part of the monies hereby secured have been advanced the Mortgagee may on default for 15 days on 10 days' notice at such time or times after expiry of such notice as the Mortgagee may deem necessary and without the concurrence of any person, enter upon the Leasehold Premises and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Leasehold Premises, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the Leasehold Premises, as the Mortgagee may deem expedient; and all reasonable costs, charges, expenses, including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purposes, shall be forthwith payable to the Mortgagee and shall be a charge upon the Leasehold Premises and shall bear interest at the mortgage rate until paid.
15. PROVIDED and it is hereby agreed, that the taking of a judgment or judgments on any of the covenants herein contained or against any other person liable for payment of the monies hereby secured shall not operate as a merger of the said covenants or affect the Mortgagee's right to interest at the rate and times herein provided; and further that said judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until the said judgment shall have been fully paid and satisfied.
16. PROVIDED that waiver of or failure to enforce at any time or from time to time any of the rights of the Mortgagee shall not prejudice the Mortgagee's rights in the event of any future default or breach, and the Mortgagee may exercise any of the powers herein contained in addition to any remedies it may have at law or at equity.
17. This Mortgage is in addition to and not in substitution for any other security held by the Mortgagee including any promissory note or notes for all or any part of the monies secured hereunder, and it is understood and agreed that the Mortgagee may pursue its remedies thereunder or hereunder concurrently or successively at its option. Any judgment or recovery hereunder or under any other security held by the Mortgagee for the monies secured by the Mortgage shall not affect the right of the Mortgagee to realize upon this or any other such security.
18. THE Mortgagor covenants and agrees to assign to the Mortgagee forthwith upon the request of the Mortgagee as additional security for payment of the monies hereby secured and the performance of the covenants herein contained, any present or future lease which may be granted by the Mortgagor as to the whole or any portion of the Leasehold Premises and agrees to deliver to the Mortgagee executed copies with live signatures of all such leases. The Mortgagor covenants to perform and comply with all Landlord's covenants contained in any leases assigned by the Mortgagor to the Mortgagee. Notwithstanding the assignment or assignments of any lease or leases by the Mortgagor to the Mortgagee, it is nevertheless declared and agreed that none of the rights or remedies of the Mortgagee under this mortgage shall be delayed or in any way hindered or prejudiced by such assignment or assignments or by any act of the Mortgagee pursuant thereto.
19. ALL notices, demands and requests which may be or required to be given by any party to the other herein shall be in writing. All notices, demands and requests by the Mortgagee to the Mortgagor shall be served personally or sent by registered post addressed to it, 700 Paris Street, Sudbury, Ontario, P3E 3B5 and 1250 South Bay Road, Sudbury, Ontario, , or at such other place as the Mortgagor may from time to time designate in written notice

to the Mortgagee.

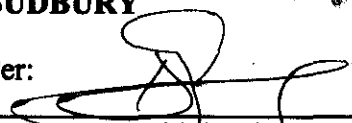
20. ALL notices, demands and requests by the Mortgagor to the Mortgagee shall be served personally or sent by registered post addressed to the Manager, Royal Trust Corporation of Canada, Commercial Mortgages, 476 Peel Street, Woodstock, Ontario. N4S 1K1, or such other place as the Mortgagee may from time to time designate in written notice to the Mortgagee. All notices, demands and requests which shall be served by registered mail in the manner aforesaid, shall be deemed sufficiently served or given for all purposes hereof on the day following the mailing of such notice, demand or request by registered mail as aforesaid.
21. The Mortgagor covenants and agrees at all times to promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal or otherwise, concerning the mortgaged Leasehold Premises including, without limiting the generality of the foregoing, those dealing with zoning, use, occupancy, subdivision, parking, historical designations, fire, access, loading facilities, landscaped area, pollution of the environment, toxic materials or other environmental hazards, building construction, public health and safety, and all private covenants and restrictions affecting the Mortgaged Premises or any portion thereof and the Mortgagor will from time to time, upon request of the Mortgagee, provide to the Mortgagee evidence of such observance and compliance, and will at its own expense make any and all improvements thereon or alterations to the Mortgaged Premises structural or otherwise and will take all such other action as may be required at any time by any such present or future law, rule, requirement, order, direction, by-law, ordinance, work order or regulation. The Mortgagee, whenever it deems necessary, may by its surveyor or agent, enter upon and inspect the Mortgaged Premises and make such improvements and alterations as the Mortgagee deems necessary to render the Mortgaged Premises in compliance with such laws, rules, requirements, orders, directions, ordinances or regulations and the reasonable cost of such inspection, improvements and alterations with interest at the rate set forth in the Mortgage shall be payable forthwith and be a charge upon the Mortgaged Premises.
22. THE Mortgagor doth hereby acknowledge having received a copy of this Mortgage of Leasehold.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

**ST. JOSEPH'S HEALTH CENTRE OF
SUDBURY**

Per:


Name - Donald Garrioch
Title - Chairperson

Per:


Name - Jo-Anne Palkovits
Title - Chief Executive Officer

I/We have authority to bind the corporation

SCHEDULE "A" OUTLINING LEGAL DESCRIPTION

Freehold Parcel 53884 Sudbury East Section (PIN No. 73592-0412 (LT))

Leasehold Parcel 729 Sudbury East Section

FIRSTLY:

**Part of Lot 3, Concession 2,
Township of McKim,
District of Sudbury,
Designated as Part 1 on Plan 53R-16920**

SECONDLY:

**Part of Lot 3, Concession 2,
Township of McKim,
District of Sudbury,
Designated as Parts 5, 8, 11 and 12, Plan 53R-5371**

SCHEDULE B**ADDITIONAL COVENANTS**

1. Canada Mortgage and Housing Corporation Standard Charge Terms No. 8616 shall be amended as follows:

- a) By deleting numbered paragraph 6.
- b) By deleting numbered paragraph 8(b);
- c) By deleting numbered paragraph 13 and substituting the following:

"And provided and it is agreed that until default in the payment of principal or interest secured by the Mortgage or intended so to be, or any part of either of the same or in the performance of any of the provisions set forth in the Mortgage contrary to the true intent and meaning thereof or until default by the Mortgagor under the terms of any other security held by the Mortgagee as additional or collateral security to the sum secured under the terms of this mortgage, it shall be lawful for the Mortgagor, its successors and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the Mortgaged Premises and receive and take the rents and profits thereof to his and their own use and benefit, without let, suit, hindrance, interruption, or denial by the Mortgagee, its successors or assigns, or of or by any other person or persons whomsoever lawfully claiming, or who shall, or may lawfully claim by, from, under or in trust for it, them or any or either of them."

- d) By deleting numbered paragraph 16 and substituting the following:

"The Mortgagor covenants and agrees with the Mortgagee that it will not make or permit to be made any alterations or additions to the Mortgaged Premises without the consent of the Mortgagee and will not use the said premises or permit them to be used for the purpose of any business, trade or manufacture of any description or as a hotel."

- e) By deleting numbered paragraph 23;
- f) By deleting numbered paragraph 24;
- g) By deleting the preamble to numbered paragraph 34 and substituting the following:

"Notwithstanding anything herein contained and without any objection or obstruction on the part of the chargor, it is declared and agreed that any time and from time to time when there shall be default under the provisions of these presents, the Mortgagee may, at such time and from time to time and with or without entry into possession of the Mortgaged Premises, or any part thereof, by instrument in writing appoint any person, whether an officer or officers or an employee or employees of the Mortgagee or not, to be a receiver (which term as used herein includes a receiver manager and also includes the plural as well as the singular) of the Mortgaged Premises, or any part thereof, and of the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any receiver and appoint another in his stead, and that, in making any such appointment or removal, the Mortgagee shall be deemed to be acting as the agent or attorney for the Mortgagor, but no such appointment shall be revocable by the Mortgagor. Upon the appointment of any such receiver from time to time the following provisions shall apply."

- h) By deleting numbered paragraph 34(d) and substituting the following:

"Every such receiver shall be the agent or attorney of the Mortgagor and the Mortgagee shall not be responsible for its acts or omissions."

i) By deleting numbered paragraph 35.

2. The Mortgagor covenants and agrees with the Mortgagee that it will, within 4 months of each fiscal year end of the Mortgagor, provide to the Mortgagee audited financial statements prepared by an accountant licensed under *the Public Accountancy Act*. Failure by the Mortgagor to provide said financial statements will constitute, at the sole discretion of the Mortgagee and with the written approval of CMHC, default under the terms of the mortgage.

3. The Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will provide to the Mortgagee separate financial standalone statements for the project reporting and isolating the financial and operating information of the Mortgagor relevant to the project which is the subject matter of this Mortgage distinct and separate from other projects operated by the Mortgagor. In the event of a default by the Mortgagor under the terms of this mortgage or if the Mortgagor seeks relief under the Companies' Creditors Arrangement Act or other debtor relief legislation, the Mortgagee shall, if possible, seek to establish a separate project bank account for the property.

4. The Mortgagor covenants and agrees with the Mortgagee that the Mortgagor shall provide to the Mortgagee annually, or more frequently if required by the Mortgagee, confirmation satisfactory to the Mortgagee that the Mortgagor is not in arrears with respect to any employee pensions and/or other benefits including but not limited to Worker's Compensation Board premiums, Employer Health Tax premiums, Canada Pension Plan contributions, Unemployment Insurance Commission premiums and all statutory remittances including but not limited to income tax, provincial sales tax (PST) and goods and services tax (GST). Any arrears thereof shall constitute a default under the terms of the mortgage.

5. The Mortgagor covenants and agrees with the Mortgagee that it will provide professional and experienced management for the Mortgaged Premises/project to the satisfaction of the Mortgagee.

6. The Mortgagor covenants and agrees with the Mortgagee that the Mortgagee, in its sole discretion, may appoint from time to time, a monitor to periodically inspect the property/project which constitutes the security for this mortgage. Such monitor, when appointed, shall have the power to attend at the property/project to review the physical status of the premises and the financial status of the operation of the property/project and shall be permitted to report the findings of the monitor to the Mortgagee.

Such inspection by the monitor shall not constitute the taking of possession or control of the property/project by the Mortgagee.

Such inspection by the monitor shall not constitute the exercise of management determinations by the Mortgagee.

The purpose of these inspections is to determine the status of repair and maintenance. If a deficiency is identified, the Mortgagee shall have the right to increase the frequency of inspections.

7. The Mortgagor covenants and agrees with the Mortgagee that the Mortgagee, with the prior written approval of CMHC, may declare the principal and interest owing from time to time under the terms of this mortgage forthwith due and payable in the event of any non compliance with any Ministry of Health requirements for the operation of a long term care facility on behalf of the Mortgagor.

8. The Mortgagor covenants and agrees with the Mortgagee that it will not register any subsequent encumbrances without the prior written approval of the Mortgagee.

9. The Mortgagor covenants and agrees with the Mortgagee that it will promptly advise the Mortgagee of all and any disputes and grievances arising from a collective bargaining agreement, if any.

10. The terms and conditions in the Financing Commitment Agreement dated the 9th day of April, 2002 and accepted by the Mortgagee on the 25th day of April, 2002 which Financing Commitment Agreement has been amended by letter dated May 8th, 2002 and accepted on May 8th, 2002 and which Financing Commitment Agreement is further amended by letter dated June 11th, 2002 (the "Commitment Letter") and all attachments including the terms and conditions in the revised CMHC Certificate of Insurance dated June 27th, 2003, shall continue to survive in full force and effect and be binding upon the Mortgagor until such time as the amount secured under the terms of this mortgage is paid in full by the Mortgagor to the Mortgagee.

11. The Mortgagor repeats and confirms all of the representations, warranties, covenants and agreements contained in the Commitment Letter above referred to, together with all attachments and the revised CMHC Certificate of Insurance, which representations, warranties, covenants and agreements shall be binding upon the Mortgagor until such time as the mortgage is paid in full by the Mortgagor to the Mortgagee.

12. Failure by the Mortgagor:

- a) to comply with or perform the Mortgagor's covenants contained in the mortgage;
- b) to comply with or perform the additional covenants as set out in this mortgage;
- c) to comply with or perform the Mortgagor's obligations as set out in the Commitment Letter above referred to together with all attachments;
- d) to comply with or perform the borrower's covenants as contained in the conditions attached to the revised CMHC Certificate of Insurance;

shall, at the sole discretion of the Mortgagee, constitute a default under the terms of this mortgage entitling the Mortgagee to exercise any remedies it may have under this mortgage of leasehold, the *Mortgages Act*, R.S.O. 1990, Chapter M-40, or at law and in equity.

13. The Mortgagor represents and warrants to the Mortgagee as follows:

- (i) the Mortgagor has good leasehold title to the Mortgaged Premises free and clear of any liens, charges and other encumbrances except those specifically approved in writing by the Mortgagee.
- (ii) That there have been no modifications to the Lease that have not been provided to the Mortgagee;

14. The Mortgagor covenants and agrees with the Mortgagee as follows:

- (i) That the Mortgagor shall stand possessed of the Reversion in trust for the Mortgagee to assign and dispose of the Reversion in such manner as the Mortgagee shall by notice in writing direct (subject to the right of redemption in the Mortgage) and for one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Mortgagor, the Mortgagor hereby irrevocably appoints the Mortgagee to be the attorney of the Mortgagor to assign the term of the Lease as the Mortgagee shall at any time direct;
- (ii) That the Mortgagor, at the request of the Mortgagee but at the cost, charge and expense of the Mortgagor, will grant and assign to the Mortgagee, or to whomever the Mortgagee may appoint, the Reversion or any renewal or substituted term of the Lease;
- (iii) That the Mortgagor shall pay the rent reserved by and other amounts due under the Lease and shall observe and perform each and every covenant, agreement, condition and proviso contained in the Lease and shall not be guilty of any acts or default which may cause the Lease to be forfeited or

determined and the Mortgagor shall indemnify the Mortgagee against all actions, claims and demands whatsoever in respect of the rent and covenants or anything relating thereto;

- (iv) That the Mortgagor shall not, during the continuance of the Mortgage, transfer, assign, sub-lease, surrender or terminate the Lease or any of its rights or interest in the Lease;
- (v) That the Mortgagor shall not, during the continuance of the Mortgage, enter into any agreement purporting to modify, alter or amend the Lease, without the prior written consent of the Mortgagee;
- (vi) That the Mortgagor shall not allow any options (to renew or otherwise) or any rights of first refusal under the Lease to lapse and subject to any contrary directions from the Mortgagee, shall exercise any such options or rights so as to maintain or continue the term of the Lease for the whole of the period during which any debts or liabilities secured by the Mortgage remain outstanding;
- (vii) That if the Mortgagor becomes the owner of the freehold of the lands and premises demised by the Lease, the Mortgage shall increase to be a mortgage of the freehold interest in the lands and premises demised by the Lease to the same extent and effect as if the Mortgagor had been the owner of the freehold, free from encumbrances, at the date the Mortgage took effect. To give effect to the foregoing the Mortgagor does hereby grant and mortgage the freehold interest in the Property unto the Mortgagee, such grant to take effect upon the Mortgagor acquiring freehold title to the said Property. The Mortgagor covenants and agrees to execute and deliver at the Mortgagor's expense, forthwith on demand therefor, such further and other documents as the Mortgagee may reasonably require for the purpose of validly giving effect to the foregoing;
- (viii) That the Mortgagor shall immediately notify the Mortgagee of any notice or advice from the lessor under the Lease of the lessor's intention to terminate the Lease prior to the expiration of the term of the Lease or any other notice or request received from the lessor;

15. That any reference in the Mortgage to any charges payable in respect of the Property shall include all taxes, assessments, rates, costs or charges of whatever kind payable by the Mortgagor under the Lease and if any amounts are paid by the Mortgagee in respect of amounts owing under the Lease such amounts shall be a lien against the Property, shall bear interest at the Interest Rate and shall be secured by the Mortgage;

16. In the event of any default in any payment of rent or other monies due under the Lease or in the performance or observance of any covenant, agreement, condition or proviso contained in the Lease, the Mortgagee shall, at its option but without incurring any liability to do so, be at liberty to pay such rent or to observe or perform such covenant, agreement, condition or proviso, as the case may be, and all money expended by the Mortgagee in so doing shall be payable forthwith by the Mortgagor to the Mortgagee, shall bear interest at the Interest Rate and shall be a lien on the Property secured by the Mortgage; and

17. In consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, now paid by the Mortgagee to the Mortgagor, the receipt and sufficiency of which is hereby acknowledged by the Mortgagor, the Mortgagor hereby irrevocably appoints the Mortgagee to be the attorney of the Mortgagor to enforce any covenants of the tenant under the Lease and to exercise any options to renew the Lease in the Mortgagee's discretion.

This is **Exhibit “FF”**, referred to in the

Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to be 'M. B. Haché', written in a cursive style.

A Commissioner for taking Affidavits, etc.

LEASE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in triplicate as of September 1, 2016.
B E T W E E N:

LAURENTIAN UNIVERSITY OF SUDBURY

(the "Landlord")

OF THE FIRST PART

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF
INFRASTRUCTURE**

(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated September 1, 2011 (the "Original Lease"), the Landlord leased to the Tenant the premises known as Living With Lakes Centre and more particularly described as the entire building, comprising a rentable area deemed to be seven thousand, three hundred (7,300) square feet (the "Rentable Area of the Premises"), in the building municipally known as 935 Ramsey Lake Road North (the "Building"), in the City of Sudbury, in the Province of Ontario, as outlined on the plan attached to the Original Lease as Schedule "B" thereto (the "Premises") for a term of five (5) years, commencing on September 1, 2011 and expiring on August 31, 2016 (the "Term"), in addition to other terms and conditions as set out therein.
- B. Pursuant to the terms of the Original Lease, the Tenant was entitled to extend the Term for two (2) additional terms of five (5) years each.
- C. By Order-in-Council No. 219/2015, approved and ordered February 18, 2015, all the powers and duties of MOI under Order-in-Council No. 1376/2011 relating to infrastructure and real property matters of the Government of Ontario were assigned and transferred to the Minister of Economic Development, Employment and Infrastructure (now known as the Minister of Infrastructure).
- D. The Tenant has exercised its right to extend the Term in accordance with the terms of the Original Lease with an extension term commencing on September 1, 2016 and expiring on August 31, 2021 (the "Extension Term"), in addition to other terms and conditions as set out herein.
- E. The Original Lease provides that any such extension shall be upon the same terms and conditions of the Original Lease, except for the amount of the Annual Rent, which shall be determined by mutual agreement.
- F. The Landlord and the Tenant have agreed on the amount of the Annual Rent for the

1. CONFIRMATION OF RECITALS

The parties hereto confirm that the foregoing recitals are true in substance and in fact.

2. EXTENSION OF LEASE

The parties hereto agree that:

- (a) The Original Lease is hereby extended for the Extension Term.
- (b) The Extension Term shall commence on September 1, 2016 and expire on August 31, 2021.

3. RENT FOR THE EXTENSION TERM

- (a) The Annual Rent payable for the Extension Term shall be One Hundred Twenty-Four Thousand, Two Hundred Forty-Six Dollars (\$124,246.00) per annum (based on a rate of Seventeen Dollars and Two Cents (\$17.02) per square foot of the Rentable Area of the Premises per annum), payable in equal monthly instalments of Ten Thousand, Three Hundred Fifty-Three Dollars and Eighty-Three Cents (\$10,353.83), each on the first day of each month during the Extension Term, the first of such monthly instalments to be due and payable on September 1, 2016.

4. AMENDMENT OF LEASE

The extension contemplated in Section 2 of this Lease Extension and Amending Agreement is subject to all the covenants and conditions contained in the Original Lease, as amended, renewed and extended from time to time, save and except that:

- (a) The Tenant shall pay to the Landlord all applicable Sales Taxes assessed on the Rent payable by the Tenant to the Landlord under this Lease. The Sales Taxes shall not be deemed to be Additional Rent under this Lease, but may be recovered by the Landlord as though they were Additional Rent.
- (b) The Original Lease is amended as follows:
 - (i) Paragraph (g) of the Summary is deleted in its entirety and replaced with the following address for the Tenant for the purposes of delivering notices in accordance with Section 6.16 of the Original Lease:

Ontario Infrastructure and Lands Corporation
3767 Highway 69 South, Suite 9
Sudbury, Ontario P3G 0A7
Attention: Vice President, Asset Management
Fax: (705) 564-7570

With a copy to:

Ontario Infrastructure and Lands Corporation
777 Bay Street, Suite 900
Toronto, Ontario M5G 2C8
Attention: Director, Legal Services (Real Estate and Leasing)
Fax: (416) 326-2854

And an additional copy to:

- (c) The Tenant shall have the continuing right throughout the Extension Term and any extension or renewals thereto, to reduce the Rentable Area of the Premises by up to four thousand (4,000) square feet. The Landlord shall be responsible for any and all costs associated therewith.

5. GENERAL

- (a) The Landlord and the Tenant hereby mutually covenant and agree that during the Extension Term they shall perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Original Lease, as amended and extended hereby.
- (b) The Landlord and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Tenant, with the Lease or the exercise of any of the rights or obligations of the Landlord hereunder. The Landlord shall disclose to the Tenant in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a "conflict of interest" means, in relation to the performance of its contractual obligations pursuant to the Lease, the Landlord's other commitments, relationships or financial interests (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to the Lease.

- (c) The Lease shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the express restrictions contained therein.
- (d) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Original Lease.
- (e) The provisions of this Lease Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

- (f) The Landlord acknowledges and agrees that the commercial and financial information in this Lease Extension and Amending Agreement is subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended.

EXECUTED by each of the parties hereto under seal on the date written below.

**SIGNED, SEALED AND
DELIVERED**

Dated this 28 day of October, 2016.

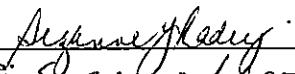
**LAURENTIAN UNIVERSITY OF
SUDBURY**

Per: 

Name: Norm Lavallee

Title: Executive Director, Financial Services

Authorized Signing Officer

Per: 

Name: Suzanne Lorde

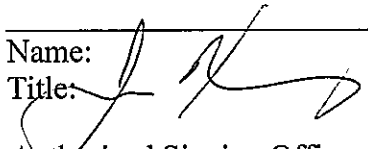
Title: Director, Accounting & Budgets

Authorized Signing Officer

Dated this 28 day of December, 2016.

**HER MAJESTY THE QUEEN IN
RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER
OF INFRASTRUCTURE, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

James Harvey
Vice President, Leasing & Valuation Services
Infrastructure Ontario

Per: 

Name: James Harvey

Title: Vice President, Leasing & Valuation Services

Authorized Signing Officer

This is **Exhibit “GG”**, referred to in the

Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to be 'M. Bull', is written above a horizontal line.

A Commissioner for taking Affidavits, etc.

THIS LEASE made as of this 1st day of April, 2019, in pursuance of the *Short Forms of Leases Act*

B E T W E E N:

LAURENTIAN UNIVERSITY OF SUDBURY

Hereinafter called the “Landlord”
Party of the First Part

- and -

SILVIA LAROCQUE

Hereinafter called the “Tenant”
Party of the Second Part

WHEREAS the Landlord is the owner of the lands and premises situated in the City of Greater Sudbury, in the District of Sudbury, municipally known as **49 Elgin Street, Sudbury**, Ontario;

AND WHEREAS the Tenant wishes to enter into a new Lease to lease from the Landlord a part of the premises which it has been occupying, commencing June 1st, 2019 (the “Lease”);

NOW THEREFORE, IN CONSIDERATION of the rents reserved and the covenants and agreements herein, the parties hereto agree as follows:

Premises

1. The Landlord hereby leases to the Tenant portions of the main floor and basement of the telegraph building comprising approximately 816 square feet of rentable area on the main floor and 961 square feet of space in the basement of the building (the “Premises”) situated in the City of Greater Sudbury, municipally known as 49 Elgin Street, Sudbury, and legally described as part of Lot 6, Concession 3, Township of McKim, being part of Part 1 on Plan 53R-16518 (the “Building”).

The Tenant shall have the right to park in any service vehicle parking space serving the building on a first come first serve basis.

The Tenant shall also have access to a marked ‘Tenant Parking Space’ located adjacent to the building to assist with food pick up for deliveries.

Term

2. Unless this Agreement is earlier terminated, the Tenant shall have the right to have and to hold the Premises with all privileges and appurtenances pertaining thereto, for a term of four (4) years commencing the 1st day of June, 2019, and fully ended on the 31st day of May, 2023.

Rent Amount and Payment

- 3.(1) The Tenant covenants to pay to the Landlord, in each year of the Term as set out in column A below, an annual rent in the amount set out on the corresponding line in column B, together with applicable Harmonized Sales Tax thereon, in equal monthly instalments in the amount set out on the corresponding line in column C, together with any applicable Harmonized Sales Tax thereon. Monthly instalments of rent shall be due on the first day of each month in the Term.

COLUMN A Year of the Term	COLUMN B Annual Rent for Corresponding Year of the Term (applicable HST is payable thereon)	COLUMN C Monthly Instalments payable in advance on the 1st day of each month in the corresponding Year of the Term (applicable HST is payable thereon)
1st year of the Term June 1, 2019 to May 31, 2020	\$17,305.00 / yr	\$1,442.00
2nd year of the Term June 1, 2020 to May 31, 2021	\$17,824.00 / yr	\$1,485.00
3rd year of the Term June 1, 2021 to May 31, 2022	\$18,358.82 / yr	\$1,529.88
4th year of the Term June 1, 2022 to May 31, 2023	\$18,909.30 / yr	\$1,575.77

- 3.(2) The Tenant covenants to pay without demand, the Rent provided for herein together with any Harmonized Sales Tax thereon and all other amounts which are the responsibility of the Tenant under this Agreement on the days and in the manner provided in this Agreement, without any demand therefore and, without any deduction, abatement, set-off or compensation whatsoever, except as otherwise expressly provided in this Lease to the contrary. This obligation shall survive the expiry or other termination of this Agreement.
- 3.(3) All such Rent payments and payments of additional rent or other sums owing under this Lease shall be delivered or mailed to the Offices of the Landlord, located at 935 Ramsey Lake Road, Sudbury, Ontario P3E 2C6, Attention, Financial Services Department.
- 3.(4) All payments required to be made by the Tenant pursuant to this Lease other than the Annual Rent shall be payable as Additional Rent, whether payable directly to the Landlord or not, and whether or not identified herein as Additional Rent. Any remedy available to the Landlord for failure of the Tenant to pay Rent shall be available to the Landlord for any failure of the Tenant to pay any form of Additional Rent.

Additional Rent

4. The Tenant shall be responsible for the payment of hydro charges associated with the Premises as these charges are metered separately by the Landlord. The tenant shall pay these charges directly to the Landlord.

Right to Renew

5. There is no additional right of renewal under this Lease Agreement. Provided the Tenant is in good standing under this Lease and provided the Landlord is willing to negotiate a new lease at the expiry of this agreement, the Tenant shall have first rights of refusal. The Tenant shall give the Landlord notice of intent on negotiating a new lease not less than 18 months before the date of expiry of this agreement.

Overholding

6. If the Tenant continues to occupy the Premises after the expiration of this Lease without any further written Agreement, the Tenant shall be a monthly tenant, at the monthly rental payable for the last month of the term immediately preceding the expiration and otherwise on the terms and conditions as herein contained.

Payments

- 7.(1) The parties agree that the Landlord shall pay those operating costs related generally to the Premises and the Tenant shall pay all rents and additional rents.

Tenant's Covenants

8. The Tenant covenants with the Landlord as follows:

To Pay Rent

- (a) To pay without demand, the Rent provided for herein together with any HST Tax thereon and all other amounts which are the responsibility of the Tenant under this Agreement on the days and in the manner provided in this Agreement, without any demand therefore and, without any deduction, abatement, set-off or compensation whatsoever, except as otherwise expressly provided in this Lease to the contrary. This obligation shall survive the expiry or other termination of this Agreement.

Use of Premises

- (b) To use the Premises for the purposes of maintaining communication equipment utilized by the Tenant in the course of its business.

Accepts in current condition

- (c) That it accepts the Premises in its current condition and enters thereon solely at the Tenant's own risk.

Repairs

- (d) At all times during the Term, or any renewal term, at its sole cost and expense: (i) to keep and maintain the Premises, fixtures and fittings, the Improvements and the Tenant's trade fixtures in a clean and first-class condition and repair (which shall include, without limitation, periodic painting and decorating); and (ii) make all needed repairs and replacements in a good and workmanlike manner with due diligence, in accordance with all applicable requirements of any relevant authority, reasonable wear and tear and damage by the elements, fire or other casualty excepted.

Keep Clean

- (e) At its sole cost and expense, to keep the Premises clean and free from refuse, garbage, litter and other objectionable material and to comply with any waste management and/or recycling program for the Premises implemented by the Landlord from time to time with respect to the separation, collection and removal of waste.

Permit Entry to View

- (f) To permit the Landlord and its agents, contractors and employees, at all reasonable times to enter and view the state of repair of the Premises and promptly to repair and maintain them in accordance with notice to do so, given by the Landlord or its agents.

Permit Entry to Repair

- (g) To permit the Landlord and its agents, contractors and employees to enter upon the Premises at all reasonable times, to make any necessary structural repairs to the Premises.

Deliver Vacant Possession

- (h) To deliver vacant possession of the Premises to the Landlord at the termination of this Lease, in the condition in which the Tenant is required to maintain the Premises, reasonable wear and tear excepted.

No Signs

- (i) To not affix to the outer walls or windows in the Premises or in any common area, interior or exterior, any notice, name plate, sign, banner, poster, sign, display or attachment of any kind without the prior written consent of the Landlord, which consent may be arbitrarily refused.

Comply with Laws

- (j) To observe and comply, at its own expense, with all applicable by-laws, rules and regulations of the municipality and any statutes, regulations, rules of any Federal or Provincial authority, respecting the use, access to services and facilities in the Premises, the condition and occupation of the Premises and all fixtures, equipment and improvements located therein.

Noise, Odours, etc.

- (k) To not cause, permit or suffer any unusual or objectionable noises or odours to emanate from the Premises or to be caused by or result from its use of the Premises, or to operate any musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises.

Hazardous Materials

- (l) To not store, bring in or permit to be placed, any environmental contaminant or hazardous material in the Premises. The tenant is responsible for the maintenance and removal of batteries utilized as part of a power failure system for their equipment.

Hazardous Waste

- (m) To remove any hazardous waste material from the Premises in accordance with applicable legislation and regulations.

Licences and Permits

- (n) To obtain from the appropriate authorities and maintain in good standing, all necessary permits, licences and approvals to permit the Tenant to conduct its business and to occupy the Premises.

Not Overload Floors or Electrical Systems

- (o) To not bring or permit to be brought into any part of the Premises, any machinery, equipment, object or thing that by reason of its weight, size or use, might damage or endanger any part of the Premises and shall not at any time overload or permit the overloading of the floors of the Premises and shall not bring any material or equipment which could cause undue loads on electrical circuits or undue vibration, heat or noise into the Premises or use or permit same to be used therein by or on behalf of the Tenant.

Not Increase Insurance Costs or Fire Risk

- (p) To not use or permit the Premises to be used for any purpose, or keep or permit to be kept anything on the Premises, which may cause or result in any increase in premiums for any insurance, or cause or result in the cancellation of any insurance, carried by the Landlord with respect to the Premises, and forthwith upon request of the Landlord, to discontinue any such use of the Premises or cease to keep any such thing on the Premises, and to not do or permit to be done in the Premises or bring or keep anything therein which will in any way increase the risk of fire or violate or act at variance with the laws relating to fires or with the regulations of the Fire Department or Health Unit.

Rules and Regulations

- (q) To comply with all rules and regulations of general application to the Premises which may be established by the Landlord from time to time.

Telephone, Cable, Internet and Similar Charges

- (r) To pay all telephone, cable, internet and other similar installation charges, monthly services charges and all subsequent charges relating to phone service or any extension thereof, placed in the Premises for the use of the Tenant.

Notice of Defects

- (s) When it becomes aware of same, give notice to the Landlord of any accident, defect or damage in any part of the Premises, which comes to the attention of the Tenant or any of its employees or contractors, notwithstanding the fact that the Landlord may not have any obligation in respect of the same.

Security System

- (t) To comply with requirements established by the Landlord from time to time with respect to security systems and procedures for the security and safety of the Premises including restricting or prohibiting access during non-business hours.

Energy Conservation System

- (u) To comply with any policy implemented by the Landlord from time to time, for conservation of energy and water.

Heating

- (v) To not use any means of heating or cooling the Premises other than that provided by or specifically permitted in writing by the Landlord. The tenant is responsible to maintain any cooling system specific to their location.

Keys

- (w) To control and limit the provision and use of keys and other devices permitting entry to the Premises, as would a reasonably prudent Tenant, and to surrender to the Landlord upon expiry or other termination of the Lease, all keys and other devices permitting entry to the Premises.

Alterations and Construction Lien Act

- 8.(1) The Tenant covenants to not make or permit to be made any alterations, additions or improvements (the Improvements) to the Premises without first obtaining the written consent of the Landlord to the proposed Improvements, which consent shall not be unreasonably withheld.
- 8.(2) The Tenant further agrees that the Improvements as approved by the Landlord shall be completed at the Tenant's expense, in a good and workmanlike manner and in compliance with the Landlord's reasonable requirements and all applicable requirements of any relevant Authority and that the Tenant shall, prior to commencing the Improvements obtain, at its sole cost and expense, all necessary permits, licences, authorizations or approvals from any relevant authority and comply with all requirements of same in making the Improvements.

The consent of the Landlord to the making of Improvements shall not be construed or deemed to be a waiver of any obligation to obtain any necessary permit, licence, authorization or approval or construed or deemed to be an approval by the Landlord in its capacity as an issuer of any permit or licence, approval or authorization.

- 8.(3) If the Tenant makes any Improvements without compliance with all of the provisions herein, the Landlord shall have the right to require the Tenant to remove such Improvements forthwith, at the Tenant's expense and to restore the

Premises to their prior condition.

- 8.(4) The Tenant shall promptly pay for all materials supplied and work done in respect of any Improvements or other work done by the Tenant in the Premises except for any amount claimed to be due which is bona fide disputed by the Tenant. The Tenant shall use all reasonable efforts to ensure that no construction or other lien with respect thereto is registered against or attaches to the Premises or any part thereof, or against the Landlord's or Tenant's interest therein. If any such lien is so registered or so attaches, the Tenant shall discharge same at the Tenant's cost within 15 days after receipt of the Tenant of notice of such lien, failing which the Landlord may at its option discharge the lien by paying the amount claimed to be due and such other amount as is required by law into court and the amount so paid and all reasonable expenses of the Landlord (including legal fees and disbursements) shall be paid by the Tenant to the Landlord upon demand and if not so paid, the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid amounts as if same were Rent in arrears.

Release

9. The Tenant hereby agrees that the Landlord, its non-elected officials, employees, agents and those for whom the Landlord is at law responsible, shall not be liable for any personal injury to, bodily injury to (including death of) or for any damage or loss to any property (including loss of use thereof) or for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to the use or occupation of the Premises or common areas, suffered or incurred by the Tenant or its officers, directors, employees, agents, servants, contractors, subcontractors, guests, licensees, volunteers or invitees, by reason of theft; fire or explosion; falling plaster, ceiling tiles or fixtures; gas, steam, smoke, water, rain, ice, snow or other substances from any sources leaking, falling or escaping into the Premises; the act, omission or negligence of other tenants or persons in or about the Premises or adjacent property; the construction of any private, public or quasi-public work or structure; any defect in any part of the Premises; or any interruption, suspension, cessation or failure of any system or equipment or the supply of any utility or other service to the Premises; or for any other reason, unless caused by or resulting from the negligence of the Landlord, its employees or agents while acting within the scope of his or her employment or agency respectively.

Tenant's Insurance

- 10.(1) The Tenant covenants to carry and maintain in place at its own expense (including the cost of deductibles) throughout the term of this Agreement, including all renewals and extensions, a policy or policies of insurance with an insurer licenced in Ontario, including:
- (a) All risks insurance covering the improvements, trade fixtures, damage to building glass and contents on or about the Premises for not less than the full replacement cost thereof (with a replacement cost endorsement);
- (b) comprehensive general liability insurance on an occurrence basis, with limits of not less than \$5,000,000, in addition to coverages for defense and claimants' costs, all for any one occurrence or such higher amount as the Landlord may reasonably require, insuring against bodily injury, personal injury, death, property damage or loss (direct or indirect and including loss of use thereof), with respect to any use and occupancy of or things on the Premises by the Tenant or any of its directors, officers, members, employees, agents, volunteers, customers, invitees, or persons for whom the Tenant is in law responsible. The said insurance policy shall include coverage for: personal injury; broad form property damage; contractual liability; non-owned automobiles; products - completed operations; contingent employers' liability; cross liability; severability of interests; host

liquor liability and broad form tenants legal liability with a limit of \$1,000,000, all of standard wording. The said policy of insurance shall contain no warranties or exclusions (other than standard IBC policy exclusions) that would contravene the obligations of the Tenant under this Lease or otherwise be to the detriment of the Landlord. The insurance policy shall also show the Landlord as an additional insured or as its interest may appear; provide that the Landlord shall be given no less than 30 days written notice of any proposed cancellation, termination or material amendment to or of the policy; and provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Landlord; and

(c) any other form of insurance as the Landlord, acting reasonably, requires from time to time, in the form, amounts and for insurance risks against which a prudent tenant would insure.

10.(2) The Tenant also covenants to provide or cause to be provided to the Landlord a certificate from its insurer (or insurers), in a form acceptable to the Landlord, which shows that the policy (or policies) placed and maintained by it complies with the requirements of this Lease. No review or approval of any such insurance certificate by the Landlord shall derogate from or diminish the Landlord's rights or the Tenant's obligations contained in this Lease or limit the liability of the Tenant.

10.(3) If at any time the Landlord is of the opinion that the insurance taken out by the Tenant is inadequate in any respect, it shall forthwith advise the Tenant of the reasons therefore and the Tenant shall forthwith take out additional insurance satisfactory to the Landlord.

10.(4) The taking out of insurance shall not relieve the Tenant of any of its obligations under this Lease or limit its liability hereunder.

Indemnity

11. The Tenant undertakes and agrees to indemnify and save harmless the Landlord and its officers, employees, and agents, from and against all claims, demands, loss, cost, expenses, actions and other proceedings incurred, made, brought or prosecuted in any manner based upon, occasioned by or attributable to by reason of the Tenant's use or occupation of the Premises, the exercise or non-exercise of any right or obligation hereunder, or by the Tenant's negligence or that of its employees, agents, residents in the Premises, volunteers or persons permitted on the Premises by the Tenant or by reason of any injury to any person or property in or upon the Premises or by reason of any other cause than the negligence of the Landlord, its employees or agents such indemnity shall include all legal costs incurred by the Landlord (including fees and disbursements) and any administrative costs incurred by the Landlord. This obligation to indemnify shall survive the expiry or other termination of this Lease.

Landlord's Covenants

12. The Landlord covenants as follows:

Quiet Enjoyment

(a) That the Tenant may peacefully and quietly have, hold, occupy, possess and enjoy the Premises for the term of the Lease, and during any renewals or extensions thereof, provided the Tenant pays the Rent, any additional rent and other sums it is required to pay hereunder, as set out and keeps, observes and performs all of the other covenants and provisions as required in this Lease.

Structural Repair

(b) To maintain the foundation, the outer walls, the floors and roof of the Premises in proper structural repair.

Insurance

- (c) Subject to general availability, to effect and maintain during the Term and any renewal term:
- (i) All risks insurance which shall insure the Premises for not less than the full replacement cost thereof against loss or damage by periods now or hereafter from time to time embraced by or defined in a standard all risks insurance policy;
 - (ii) boiler and machinery insurance for not less than the full replacement cost thereof on objects defined in a standard comprehensive boiler and machinery policy against accidents as defined therein; and
 - (iii) such other coverages, or increases in the amount of coverage, as the Landlord may reasonably consider necessary.

For greater certainty, the Tenant acknowledges that the Landlord is not obligated to insure Improvements in the Premises except to the extent herein specifically required. The insurance to be maintained by the Landlord shall be that which would be carried by reasonably prudent owners of properties similar to the Premises.

Snow plowing

- (d) To provide at its expense, snow plowing at the Premises.

Yard Maintenance

- (e) To provide at its expense any necessary grass cutting and yard maintenance services at the Premises to standards established by the Landlord for the Premises, from time to time.

Utilities

- (f) To pay for gas, water, heat, supplied to the Premises to standards established by the Landlord for the Premises, from time to time.

Termination by Landlord - Fault

13.(1) Provided always, and it is agreed that upon the happening of any of the following events, the Landlord may, at its option, without notice to the Tenant, and without prejudice to and in addition to any other rights the Landlord may have under this Lease or at law, terminate this Lease and all rights of the Tenant hereunder, and re-enter the Premises if:

- (a) the Tenant fails to pay an instalment of any Rent payable in accordance with this Lease, or any additional rent, when it falls due and allows the default to continue for 5 days;
- (b) the Tenant fails to perform any of the covenants, conditions or agreements contained in this Lease (other than the covenant to pay Rent) and allows such default to continue for 15 days;
- (c) the term or any of the goods or chattels of the Tenant are at any time seized or taken in execution or in attachment by any creditor of the Tenant;
- (d) a writ of execution is issued against the goods and chattels of the Tenant and remains unsatisfied for 10 days;
- (e) the Tenant executes any chattel mortgage or bill of sale of any of its goods and chattels, other than a bill of sale of any of its goods in the ordinary course of the Tenant's business; or

- (f) the Tenant makes any assignment for the benefit of creditors or any bulk sale or is adjudged bankrupt or insolvent by any court of competent jurisdiction under any legislation then in force or takes the benefit of any Act that may be in force for bankrupt or insolvent debtors or attempts to abandon the Premises or to sell or dispose of its goods and chattels so that there would not remain after such sale or disposal a sufficient distress of the Premises in the opinion of the Landlord for the then accruing Rent or additional rent.
- 13.(2) No condoning, excusing, overlooking or delay in acting upon by the Landlord or any default, breach or non-observance by the Tenant at any time or times shall operate as waiver of the Landlord's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance by the Tenant unless the Landlord has signed an express waiver in writing.
- 13.(3) All rights and remedies of the Landlord under this Agreement are cumulative and not alternative.

Early Termination – No Fault

14. The Landlord or the Tenant may terminate this Lease upon 180 days notice in writing, without cause or liability. Upon expiry or other termination of this Lease, the Tenant shall forthwith discontinue any use or occupation of the Premises.

Recovery of Damages

15. If the Landlord at any time should terminate this Lease for any breach by the Tenant, it may recover from the Tenant all damages it incurs by reason of such breach, including the cost of recovering the Premises, solicitor's fees (on a solicitor and client basis) and including the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent required to be paid pursuant to this Lease for the remainder of the Term over then reasonable rental value of the Premises for the remainder of the Term, all of which amounts shall be immediately due and payable by the Tenant to the Landlord.

Vesting of Fixtures

16. All fixtures, signs, improvements and structures, constructed, placed or affixed upon the Premises by the Tenant, including trade fixtures attached to the freehold, shall, upon the termination of this Agreement or the termination of any renewal or extension thereof, shall be vested in the Landlord without any right to compensation on the part of the Tenant; nevertheless, the Landlord shall have the right of compelling the Tenant upon written notice, to remove the said fixtures, signs, improvements or structures, including trade fixtures, and the Tenant shall be so bound to remove and shall restore the Premises to its original condition all at the cost and expense of the Tenant and without any right on the part of the Tenant to seek compensation for any reason whatsoever.

Right of Re-entry to Perform Covenants

17. If the Tenant should default in the performance of any covenant in this Lease (except a covenant to pay Rent) and if such default should continue for 10 days, the Landlord may perform that covenant on the Tenant's behalf and may enter the Premises for that purpose and shall not be liable to the Tenant for any loss or damage to the Tenant's stock, furnishings or business so caused. If the Landlord at any time is compelled or elects to incur any expense including legal fees in instituting, prosecuting or defending any action or proceeding based upon any default of the Tenant under this Lease (including any action or proceeding against the Tenant) any reasonable sum including solicitor/client costs so paid by the Landlord together with all interest and damages shall be payable the Tenant on demand as additional rent and if unpaid, shall be treated as unpaid Rent.

Accord and Satisfaction

18. No payment by the Tenant or receipt by the Landlord of a lesser amount than the Rent stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment as Rent be deemed an accord and satisfaction, and the Landlord may accept such cheque or payment without prejudice to the Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease Agreement provided.

Application of Receipts

19. The parties agree that the Landlord, at its option, may apply all sums received from the Tenant to any Rent or other amounts payable hereunder in such order as the Landlord sees fit.

Destruction or Damage to Premises

- 20.(1) If, during the term of this Lease or any renewal term, the Premises are destroyed or damaged by fire or other cause, and in the sole opinion of the Landlord the Premises is incapable of being repaired and restored with reasonable diligence within 90 days of the date of such destruction or damage, the Landlord may terminate this Lease by written notice given to the Tenant within 30 days of the date of damage.
- 20.(2) In the event of such notice being given under the immediately prior paragraph:
- (a) this Lease shall cease and become null and void from the date of damage except that the Tenant shall remain liable for all Rent and additional rent accrued up to the date of damage;
 - (b) the Tenant shall immediately surrender the Premises and all of its interest herein to the Landlord;
 - (c) all Rent and additional rent shall be apportioned and shall be payable by the Tenant only to the date of Damage; and
 - (d) the Landlord may re-enter and re-possess the Premises; but
- 20.(3) In the event that notice terminating this Lease has not been given within the said period of 30 days as provided above, or in the event that the Landlord does not make a determination as provided above that the damage or destruction cannot be repaired within 90 days of the date of such destruction or damage, then, upon the expiration of the said 30 days, the Landlord shall proceed to repair and restore the Premises (but not any Tenant's Improvements) to its condition prior to the date of damage, or such other condition as the parties may agree to, and the Tenant shall diligently proceed to repair, restore or reconstruct as the case may be, any Tenant Improvements to the condition prior to the date of damage.
- 20.(4) In the event that the Landlord does not elect to terminate the Lease pursuant to this Section or in the event that the Landlord does not make a determination pursuant to this Section that the damage cannot be repaired within 90 days of the date of such destruction or damage:
- (a) if, in the sole opinion of the Landlord acting reasonably, the damage is such as to render the Premises wholly unfit for occupancy, all Rent hereunder shall cease from the time of the occurrence of the said damage until the completion of the repairs by the Landlord;
 - (b) if, in the sole opinion of the Landlord acting reasonably, the damage is

such that the Premises can be partially used by the Tenant the Rent shall abate proportionately to the portion of the Premises rendered unfit for occupancy, as determined by the Landlord in its sole discretion, from the time of occurrence of the damage until the completion of the repairs by the Landlord; and

- (c) if, in the sole opinion of the Landlord acting reasonably, the damage is such that the Premises are not rendered unfit for occupancy in whole or in part, the Rent shall not abate.

Upon the completion of the Landlord's repairs any Rent abated under this Lease shall commence again and in the event that Rent terminates or abates or commences on any day other than the first of a month, Rent for that part month shall be determined on a pro rata basis. The Landlord, in its sole discretion may determine the date on which the repairs are completed for the purposes of the paragraph above.

21. In the event that the Landlord, in its sole discretion, determines that 25% or more of the rentable area in the Premises or 25% or more of the area used by the Tenant in common with others is destroyed or damaged due to fire, elements, accident or other casualty, even if the Premises are not affected, for 180 days then the Landlord has the right in each such instance to elect to terminate this Lease, in which event all Rent shall be due and payable without deduction or abatement from the date of the damage or destruction to the date of termination, unless the Premises have been destroyed or damaged as well, in which event the process of the previous section shall apply.

Notices

22. All notices which it may be necessary or proper for either party to serve upon the other shall be served by delivery to the person to whom the notice is to be given or sent postage pre-paid to the following addresses or by facsimile transmission to the facsimile number set out below:

Landlord: LAURENTIAN UNIVERSITY OF SUDBURY
935 Ramsey Lake Road
Sudbury ON P3E

Attention: Executive Director, Financial Services
Facsimile Number: (705) 675-4867

Tenant: Silvia Larocque
% 905 Cambrian Heights, Unit 36
Sudbury, ON P3C5R5

23. Service shall be deemed effective immediately, upon delivery in person, or if mailed, on the 5th day after mailing, or if sent by facsimile transmission, on the same day, if transmitted before 4:00 p.m. and on the next following day if transmitted after 4:00 p.m.

Either party may from time to time specify in writing a new address to which any such notice shall thereafter and until further notice be sent.

Right to Register Notice of Lease

24. The Tenant covenants and agrees with the Landlord that the Tenant will not register this Lease in the Land Titles Office. If the Tenant desires to make a registration for the purpose only of giving notice of this Lease, then the parties hereto shall execute a short form hereof, in a form acceptable to the Landlord, solely for the purpose of supporting an application for registration of notice

hereof. Upon the termination of the Lease for any reason, the Tenant covenants to co-operate as necessary, and sign such documentation as may be necessary to support an application to amend the register to remove the notice from title, upon request of the Landlord. All costs for the preparation of the documentation to register the notice and to remove the notice from title, together with associated registration costs, shall be borne by the Tenant.

Not Liable for Damage - Public Works - Actions of Others

25. The Landlord and its agents shall not be liable for any loss or damage caused by the construction of any public or quasi-public works or for any loss or damage caused by acts of omissions of any other Tenant or any occupant of the Premises, its or their employees or agents, or any person not the employee or agent of the Landlord.

Waiver or Condonation of a Breach

26. No waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

Assignment or Subletting

27. The Tenant may not sublet or assign or transfer its interest in this Lease without first securing the written consent of the Landlord, which consent may be withheld, provided, however, if the consent is granted, that the Tenant shall remain liable for all obligations under this Lease.

Interpretation

28. All of the provisions of this Lease are to be construed as covenants and agreements as though words importing such covenants and agreements were used in each separate paragraph hereof.
29. This Agreement and the attached Schedule embodies the entire Agreement and supercedes any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.
30. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
31. All provisions herein shall be binding upon the parties hereto and shall enure to the benefit of the parties hereto and their respective heirs, executors, estate trustees, successors and assigns.
32. This Agreement shall be read with the appropriate changes in gender and number as may be required in the circumstances.

IN WITNESS WHEREOF the parties hereto sign by their duly authorized signing officers.

LAURENTIAN UNIVERSITY OF SUDBURY

Per:

Print Name, Title

Print Name, Title
We have authority to bind the corporation

SILVIA LAROCQUE

Per:

Print Name, Title

Print Name, Title
We have authority to bind the corporation

SCHEDULE ‘A’

Left intentionally blank.

SCHEDULE 'B'**RULES AND REGULATIONS**Deliveries:

1. The Tenant shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area or other Common Area and Facility. The Tenant shall ensure that deliveries of materials and supplies to the Premises are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the landlord and shall promptly pay or cause to be paid to the Landlord the cost of repairing any damage in or to the Premises caused by any person making such deliveries. The Landlord reserves the right to remove at the expense and risk of the owner, any vehicle not using a designated vehicle standing area.

Installations and Wiring:

2. If the Tenant desires electrical or communications connections, the Landlord reserves the right to direct qualified persons as to where and how the wires should be introduced and without such directions, no boring or cutting for wires will be permitted. No gas pipe or electric wire shall be permitted unless such has been ordered or authorized by the Landlord.

Water Fixtures:

3. The Tenant shall not use the plumbing facilities for any other purpose than that for which they are constructed and no foreign substance of any kind shall be thrown therein, and the Tenant shall pay the cost of any breakage, stoppage or damage resulting from a violation of this provision.

Personal Use of Premises:

4. The Tenant shall not use or permit the Premises to be used for residential purposes or for the storage of personal effects or property not required for purposes as permitted under the Lease.

Solicitations:

5. The Landlord reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Premises.

Birds and Animals:

6. The Tenant shall not bring any animals or birds into the Premises or keep any animals or birds in the Premises.

Furniture and Equipment:

7. The Tenant shall ensure that furniture, equipment and fixtures being moved into or out of the Premises are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the landlord and shall promptly pay or cause to be paid to the Landlord, the cost of repairing any damage in the Premises caused thereby.

DATED effective 1st day of June 2019

LAURENTIAN UNIVERSITY OF SUDBURY

- and -

**SILVIA LAROCQUE
(LA CASA MEXICANA)**

L E A S E

Laurentian University of Sudbury
Department of Finance
935 Ramsey Lake Road
Sudbury ON P3E 2C6

This is **Exhibit “HH”**, referred to in the

Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to read 'M. B. H.', is written above a horizontal line.

A Commissioner for taking Affidavits, etc.

THIS LEASE made as of this 1st day of January, 2019, in pursuance of the *Short Forms of Leases Act*

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY

Hereinafter called the "Landlord"
Party of the First Part

- and -

ZAYO CANADA INC.

Hereinafter called the "Tenant"
Party of the Second Part

WHEREAS the Landlord is the owner of the lands and premises situated in the City of Greater Sudbury, in the District of Sudbury, municipally known as **85 Elm Street, (formerly 51 Elgin Street) Sudbury, Ontario;**

AND WHEREAS the Tenant wishes to enter into a new Lease to lease from the Landlord a part of the premises which it has been occupying, commencing January 1st, 2019 (the "Lease");

AND WHEREAS the Tenant is a corporation duly incorporated pursuant to the laws of the Province of Ontario and has properly authorized the entering into of this agreement;

NOW THEREFORE, IN CONSIDERATION of the rents reserved and the covenants and agreements herein, the parties hereto agree as follows:

Premises

1. The Landlord hereby leases to the Tenant portions of the main floor and basement of the telegraph building comprising approximately 3,032 square feet of rentable area of the building (the "Premises") situated in the City of Greater Sudbury, municipally known as 85 Elm Street, Sudbury, and legally described as part of Lot 6, Concession 3, Township of McKim, being part of Part 1 on Plan 53R-16518 (the "Building").

The Tenant shall have the right to park in any service vehicle parking space serving the building on a first come first serve basis.

Term

2. Unless this Agreement is earlier terminated, the Tenant shall have the right to have and to hold the Premises with all privileges and appurtenances pertaining thereto, for a term of two (2) years commencing the 1st day of January, 2019, and fully ended on the 31st day of December, 2020.

Rent Amount and Payment

- 3.(1) The Tenant covenants to pay to the Landlord, in each year of the Term as set out in column A below, an annual rent in the amount set out on the corresponding line in column B, together with applicable Harmonized Sales Tax thereon, in equal monthly instalments in the amount set out on the corresponding line in column C, together with any applicable Harmonized Sales Tax thereon. Monthly instalments of rent shall be due on the first day of each month in the Term.

COLUMN A Year of the Term	COLUMN B Annual Rent for Corresponding Year of the Term (applicable HST is payable thereon)	COLUMN C Monthly Instalments payable in advance on the 1st day of each month in the corresponding Year of the Term (applicable HST is payable thereon)
1st year of the Term January 1, 2019 to December 31, 2019	\$42,102 / yr	\$3,508.50
2nd year of the Term January 1, 2020 to December 31, 2020	\$43,786 / yr	\$3,648.83

- 3.(2) The Tenant covenants to pay without demand, the Rent provided for herein together with any Harmonized Sales Tax thereon and all other amounts which are the responsibility of the Tenant under this Agreement on the days and in the manner provided in this Agreement, without any demand therefore and, without any deduction, abatement, set-off or compensation whatsoever, except as otherwise expressly provided in this Lease to the contrary. This obligation shall survive the expiry or other termination of this Agreement.
- 3.(3) All such Rent payments and payments of additional rent or other sums owing under this Lease shall be delivered or mailed to the Offices of the Landlord, located at 935 Ramsey Lake Road, Sudbury, Ontario P3E 2C6, Attention, Financial Services Department.
- 3.(4) All payments required to be made by the Tenant pursuant to this Lease other than the Annual Rent shall be payable as Additional Rent, whether payable directly to the Landlord or not, and whether or not identified herein as Additional Rent. Any remedy available to the Landlord for failure of the Tenant to pay Rent shall be available to the Landlord for any failure of the Tenant to pay any form of Additional Rent.

Additional Rent

4. The Tenant shall be responsible for the payment of hydro charges associated with the Premises as these charges are metered separately by the Landlord. The Tenant shall pay these charges directly to the Landlord.

Right to Renew

5. There is no additional right of renewal under this Lease Agreement. Provided the Tenant is in good standing under this Lease and provided the Landlord is willing to negotiate a new lease at the expiry of this agreement, the Tenant shall have first rights of refusal. The Tenant shall give the Landlord notice of intent on negotiating a new lease not less than 12 months before the date of expiry of this agreement.

Overholding

6. If the Tenant continues to occupy the Premises after the expiration of this Lease without any further written Agreement, the Tenant shall be a monthly tenant, at the monthly rental payable for the last month of the term immediately preceding the expiration and otherwise on the terms and conditions as herein contained.

Payments

- 7.(1) The parties agree that the Landlord shall pay those operating costs related generally to the Premises and the Tenant shall pay all rents and additional rents.

Tenant's Covenants

8. The Tenant covenants with the Landlord as follows:

To Pay Rent

- (a) To pay without demand, the Rent provided for herein together with any HST Tax thereon and all other amounts which are the responsibility of the Tenant under this Agreement on the days and in the manner provided in this Agreement, without any demand therefore and, without any deduction, abatement, set-off or compensation whatsoever, except as otherwise expressly provided in this Lease to the contrary. This obligation shall survive the expiry or other termination of this Agreement.

Use of Premises

- (b) To use the Premises for the purposes of maintaining communication equipment utilized by the Tenant in the course of its business.

Accepts in current condition

- (c) That it accepts the Premises in its current condition and enters thereon solely at the Tenant's own risk.

Repairs

- (d) At all times during the Term, or any renewal term, at its sole cost and expense: (i) to keep and maintain the Premises, fixtures and fittings, the Improvements and the Tenant's trade fixtures in a clean and first-class condition and repair (which shall include, without limitation, periodic painting and decorating); and (ii) make all needed repairs and replacements in a good and workmanlike manner with due diligence, in accordance with all applicable requirements of any relevant authority, reasonable wear and tear and damage by the elements, fire or other casualty excepted.

Keep Clean

- (e) At its sole cost and expense, to keep the Premises clean and free from refuse, garbage, litter and other objectionable material and to comply with any waste management and/or recycling program for the Premises implemented by the Landlord from time to time with respect to the separation, collection and removal of waste.

Permit Entry to View

- (f) To permit the Landlord and its agents, contractors and employees, at all reasonable times to enter and view the state of repair of the Premises and promptly to repair and maintain them in accordance with notice to do so, given by the Landlord or its agents.

Permit Entry to Repair

- (g) To permit the Landlord and its agents, contractors and employees to enter upon the Premises at all reasonable times, to make any necessary structural repairs to the Premises.

Deliver Vacant Possession

- (h) To deliver vacant possession of the Premises to the Landlord at the termination of this Lease, in the condition in which the Tenant is required to maintain the Premises, reasonable wear and tear excepted.

No Signs

- (i) To not affix to the outer walls or windows in the Premises or in any common area, interior or exterior, any notice, name plate, sign, banner, poster, sign, display or attachment of any kind without the prior written consent of the Landlord, which consent may be arbitrarily refused.

Comply with Laws

- (j) To observe and comply, at its own expense, with all applicable by-laws, rules and regulations of the municipality and any statutes, regulations, rules of any Federal or Provincial authority, respecting the use, access to services and facilities in the Premises, the condition and occupation of the Premises and all fixtures, equipment and improvements located therein.

Noise, Odours, etc.

- (k) To not cause, permit or suffer any unusual or objectionable noises or odours to emanate from the Premises or to be caused by or result from its use of the Premises, or to operate any musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises.

Hazardous Materials

- (l) To not store, bring in or permit to be placed, any environmental contaminant or hazardous material in the Premises. The tenant is responsible for the maintenance and removal of batteries utilized as part of a power failure system for their equipment.

Hazardous Waste

- (m) To remove any hazardous waste material from the Premises in accordance with applicable legislation and regulations.

Licences and Permits

- (n) To obtain from the appropriate authorities and maintain in good standing, all necessary permits, licences and approvals to permit the Tenant to conduct its business and to occupy the Premises.

Not Overload Floors or Electrical Systems

- (o) To not bring or permit to be brought into any part of the Premises, any machinery, equipment, object or thing that by reason of its weight, size or use, might damage or endanger any part of the Premises and shall not at any time overload or permit the overloading of the floors of the Premises and shall not bring any material or equipment which could cause undue loads on electrical circuits or undue vibration, heat or noise into the Premises or use or permit same to be used therein by or on behalf of the Tenant.

Not Increase Insurance Costs or Fire Risk

- (p) To not use or permit the Premises to be used for any purpose, or keep or permit to be kept anything on the Premises, which may cause or result in any increase in premiums for any insurance, or cause or result in the cancellation of any insurance, carried by the Landlord with respect to the Premises, and forthwith upon request of the Landlord, to discontinue any such use of the Premises or cease to keep any such thing on the Premises, and to not do or permit to be done in the Premises or bring or keep anything therein which will in any way increase the risk of fire or violate or act at variance with the laws relating to fires or with the regulations of the Fire Department or Health Unit.

Rules and Regulations

- (q) To comply with all rules and regulations of general application to the Premises which may be established by the Landlord from time to time.

Telephone, Cable, Internet and Similar Charges

- (r) To pay all telephone, cable, internet and other similar installation charges, monthly services charges and all subsequent charges relating to phone service or any extension thereof, placed in the Premises for the use of the Tenant.

Notice of Defects

- (s) When it becomes aware of same, give notice to the Landlord of any accident, defect or damage in any part of the Premises, which comes to the attention of the Tenant or any of its employees or contractors, notwithstanding the fact that the Landlord may not have any obligation in respect of the same.

Security System

- (t) To comply with requirements established by the Landlord from time to time with respect to security systems and procedures for the security and safety of the Premises including restricting or prohibiting access during non-business hours.

Energy Conservation System

- (u) To comply with any policy implemented by the Landlord from time to time, for conservation of energy and water.

Heating

- (v) To not use any means of heating or cooling the Premises other than that provided by or specifically permitted in writing by the Landlord. The Tenant is responsible to maintain any cooling system specific to their location.

Keys

- (w) To control and limit the provision and use of keys and other devices permitting entry to the Premises, as would a reasonably prudent Tenant, and to surrender to the Landlord upon expiry or other termination of the Lease, all keys and other devices permitting entry to the Premises.

Alterations and Construction Lien Act

- 8.(1) The Tenant covenants to not make or permit to be made any alterations, additions or improvements (the Improvements) to the Premises without first obtaining the written consent of the Landlord to the proposed Improvements, which consent shall not be unreasonably withheld.
- 8.(2) The Tenant further agrees that the Improvements as approved by the Landlord shall be completed at the Tenant's expense, in a good and workmanlike manner and in compliance with the Landlord's reasonable requirements and all applicable requirements of any relevant Authority and that the Tenant shall, prior to commencing the Improvements obtain, at its sole cost and expense, all necessary permits, licences, authorizations or approvals from any relevant authority and comply with all requirements of same in making the Improvements.

The consent of the Landlord to the making of Improvements shall not be construed or deemed to be a waiver of any obligation to obtain any necessary permit, licence, authorization or approval or construed or deemed to be an approval by the Landlord in its capacity as an issuer of any permit or licence, approval or authorization.

- 8.(3) If the Tenant makes any Improvements without compliance with all of the provisions herein, the Landlord shall have the right to require the Tenant to remove such Improvements forthwith, at the Tenant's expense and to restore the Premises to their prior condition.

- 8.(4) The Tenant shall promptly pay for all materials supplied and work done in respect of any Improvements or other work done by the Tenant in the Premises except for any amount claimed to be due which is bona fide disputed by the Tenant. The Tenant shall use all reasonable efforts to ensure that no construction or other lien with respect thereto is registered against or attaches to the Premises or any part thereof, or against the Landlord's or Tenant's interest therein. If any such lien is so registered or so attaches, the Tenant shall discharge same at the Tenant's cost within 15 days after receipt of the Tenant of notice of such lien, failing which the Landlord may at its option discharge the lien by paying the amount claimed to be due and such other amount as is required by law into court and the amount so paid and all reasonable expenses of the Landlord (including legal fees and disbursements) shall be paid by the Tenant to the Landlord upon demand and if not so paid, the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid amounts as if same were Rent in arrears.

Release

9. The Tenant hereby agrees that the Landlord, its non-elected officials, employees, agents and those for whom the Landlord is at law responsible, shall not be liable for any personal injury to, bodily injury to (including death of) or for any damage or loss to any property (including loss of use thereof) or for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to the use or occupation of the Premises or common areas, suffered or incurred by the Tenant or its officers, directors, employees, agents, servants, contractors, subcontractors, guests, licensees, volunteers or invitees, by reason of theft; fire or explosion; falling plaster, ceiling tiles or fixtures; gas, steam, smoke, water, rain, ice, snow or other substances from any sources leaking, falling or escaping into the Premises; the act, omission or negligence of other tenants or persons in or about the Premises or adjacent property; the construction of any private, public or quasi-public work or structure; any defect in any part of the Premises; or any interruption, suspension, cessation or failure of any system or equipment or the supply of any utility or other service to the Premises; or for any other reason, unless caused by or resulting from the negligence of the Landlord, its employees or agents while acting within the scope of his or her employment or agency respectively.

Tenant's Insurance

- 10.(1) The Tenant covenants to carry and maintain in place at its own expense (including the cost of deductibles) throughout the term of this Agreement, including all renewals and extensions, a policy or policies of insurance with an insurer licenced in Ontario, including:
- (a) All risks insurance covering the improvements, trade fixtures, damage to building glass and contents on or about the Premises for not less than the full replacement cost thereof (with a replacement cost endorsement);
 - (b) comprehensive general liability insurance on an occurrence basis, with limits of not less than \$5,000,000, in addition to coverages for defense and claimants' costs, all for any one occurrence or such higher amount as the Landlord may reasonably require, insuring against bodily injury, personal injury, death, property damage or loss (direct or indirect and including loss of use thereof), with respect to any use and occupancy of or things on the Premises by the Tenant or any of its directors, officers, members, employees, agents, volunteers, customers, invitees, or persons for whom the Tenant is in law responsible. The said insurance policy shall include coverage for: personal injury; broad form property damage; contractual liability; non-owned automobiles; products - completed operations; contingent employers' liability; cross liability; severability of interests; and broad form tenants legal liability with a limit of \$1,000,000, all of standard wording. The said policy of insurance shall contain no warranties or exclusions (other than standard IBC policy exclusions) that would contravene the obligations of the Tenant under this Lease

or otherwise be to the detriment of the Landlord. The insurance policy shall also show the Landlord as an additional insured or as its interest may appear; provide that the insurers will endeavor to provide Landlord no less than 30 days written notice of any proposed cancellation, or termination of the policy; and provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Landlord; and

- (c) any other form of insurance as the Landlord, acting reasonably, requires from time to time, in the form, amounts and for insurance risks against which a prudent tenant would insure.

- 10.(2) The Tenant also covenants to provide or cause to be provided to the Landlord a certificate from its insurer (or insurers), in a form reasonably acceptable to the Landlord, which shows that the policy (or policies) placed and maintained by it complies with the requirements of this Lease. No review or approval of any such insurance certificate by the Landlord shall derogate from or diminish the Landlord's rights or the Tenant's obligations contained in this Lease or limit the liability of the Tenant.

10.(3) INTENTIONALLY DELETED

- 10.(4) The taking out of insurance shall not relieve the Tenant of any of its obligations under this Lease or limit its liability hereunder.

Indemnity

11. The Tenant undertakes and agrees to indemnify and save harmless the Landlord and its officers, employees, and agents, from and against all claims, demands, loss, cost, expenses, actions and other proceedings incurred, made, brought or prosecuted in any manner based upon, occasioned by or attributable to by reason of the Tenant's use or occupation of the Premises, the exercise or non-exercise of any right or obligation hereunder, or by the Tenant's negligence or that of its employees, agents, residents in the Premises, volunteers or persons permitted on the Premises by the Tenant or by reason of any injury to any person or property in or upon the Premises or by reason of any other cause than the negligence of the Landlord, its employees or agents such indemnity shall include all legal costs incurred by the Landlord (including fees and disbursements) and any administrative costs incurred by the Landlord. This obligation to indemnify shall survive the expiry or other termination of this Lease.

Landlord's Covenants

12. The Landlord covenants as follows:

Quiet Enjoyment

- (a) That the Tenant may peacefully and quietly have, hold, occupy, possess and enjoy the Premises for the term of the Lease, and during any renewals or extensions thereof, provided the Tenant pays the Rent, any additional rent and other sums it is required to pay hereunder, as set out and keeps, observes and performs all of the other covenants and provisions as required in this Lease.

Structural Repair

- (b) To maintain the foundation, the outer walls, the floors and roof of the Premises in proper structural repair.

Insurance

- (c) Subject to general availability, to effect and maintain during the Term and any renewal term:
- (i) All risks insurance which shall insure the Premises for not less than the

- full replacement cost thereof against loss or damage by periods now or hereafter from time to time embraced by or defined in a standard all risks insurance policy;
- (ii) boiler and machinery insurance for not less than the full replacement cost thereof on objects defined in a standard comprehensive boiler and machinery policy against accidents as defined therein; and
 - (iii) such other coverages, or increases in the amount of coverage, as the Landlord may reasonably consider necessary.

For greater certainty, the Tenant acknowledges that the Landlord is not obligated to insure Improvements in the Premises except to the extent herein specifically required. The insurance to be maintained by the Landlord shall be that which would be carried by reasonably prudent owners of properties similar to the Premises.

Snow plowing

- (d) To provide at its expense, snow plowing at the Premises.

Yard Maintenance

- (e) To provide at its expense any necessary grass cutting and yard maintenance services at the Premises to standards established by the Landlord for the Premises, from time to time.

Utilities

- (f) To pay for gas, water, heat, supplied to the Premises to standards established by the Landlord for the Premises, from time to time.

Termination by Landlord - Fault

- 13.(1) Provided always, and it is agreed that upon the happening of any of the following events, the Landlord may, at its option, without notice to the Tenant, and without prejudice to and in addition to any other rights the Landlord may have under this Lease or at law, terminate this Lease and all rights of the Tenant hereunder, and re-enter the Premises if:
- (a) the Tenant fails to pay an instalment of any Rent payable in accordance with this Lease, or any additional rent, when it falls due and allows the default to continue for 5 days after receipt of written notice of default by Tenant;
 - (b) the Tenant fails to perform any of the covenants, conditions or agreements contained in this Lease (other than the covenant to pay Rent) and allows such default to continue for 15 days after receipt of written notice of default by Tenant;
 - (c) the term or any of the goods or chattels of the Tenant are at any time seized or taken in execution or in attachment by any creditor of the Tenant;
 - (d) a writ of execution is issued against the goods and chattels of the Tenant and remains unsatisfied for 10 days;
 - (e) the Tenant executes any chattel mortgage or bill of sale of any of its goods and chattels, other than a bill of sale of any of its goods in the ordinary course of the Tenant's business; or

- (f) the Tenant makes any assignment for the benefit of creditors or any bulk sale or is adjudged bankrupt or insolvent by any court of competent jurisdiction under any legislation then in force or takes the benefit of any Act that may be in force for bankrupt or insolvent debtors or attempts to abandon the Premises or to sell or dispose of its goods and chattels so that there would not remain after such sale or disposal a sufficient distress of the Premises in the opinion of the Landlord for the then accruing Rent or additional rent.
- 13.(2) No condoning, excusing, overlooking or delay in acting upon by the Landlord or any default, breach or non-observance by the Tenant at any time or times shall operate as waiver of the Landlord's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance by the Tenant unless the Landlord has signed an express waiver in writing.
- 13.(3) All rights and remedies of the Landlord under this Agreement are cumulative and not alternative.

Early Termination – No Fault

14. The Landlord or the Tenant may terminate this Lease upon 180 days notice in writing, without cause or liability. Upon expiry or other termination of this Lease, the Tenant shall forthwith discontinue any use or occupation of the Premises.

Recovery of Damages

15. Subject to the Landlord's obligation to mitigate its damages, if the Landlord at any time should terminate this Lease for any breach by the Tenant, it may recover from the Tenant all damages it incurs by reason of such breach, including the cost of recovering the Premises, solicitor's fees (on a solicitor and client basis) and including the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent required to be paid pursuant to this Lease for the remainder of the Term over then reasonable rental value of the Premises for the remainder of the Term, all of which amounts shall be immediately due and payable by the Tenant to the Landlord.

Vesting of Fixtures

16. All fixtures, signs, improvements and structures, constructed, placed or affixed upon the Premises by the Tenant, including trade fixtures attached to the freehold, shall, upon the termination of this Agreement or the termination of any renewal or extension thereof, shall be vested in the Landlord without any right to compensation on the part of the Tenant; nevertheless, the Landlord shall have the right of compelling the Tenant upon written notice, to remove the said fixtures, signs, improvements or structures, including trade fixtures, and the Tenant shall be so bound to remove and shall restore the Premises to its original condition all at the cost and expense of the Tenant and without any right on the part of the Tenant to seek compensation for any reason whatsoever.

Right of Re-entry to Perform Covenants

17. If the Tenant should default in the performance of any covenant in this Lease (except a covenant to pay Rent) and if such default should continue for 10 days after Tenant's receipt of written notice regarding such default, the Landlord may perform that covenant on the Tenant's behalf and may enter the Premises for that purpose and shall not be liable to the Tenant for any loss or damage to the Tenant's stock, furnishings or business so caused. If the Landlord at any time is compelled or elects to incur any expense including legal fees in instituting, prosecuting or defending any action or proceeding based upon any default of the Tenant under this Lease (including any action or proceeding against the Tenant) any reasonable sum including solicitor/client costs so paid by the Landlord together with all interest and damages shall be payable the Tenant on demand

as additional rent and if unpaid, shall be treated as unpaid Rent.

Accord and Satisfaction

18. No payment by the Tenant or receipt by the Landlord of a lesser amount than the Rent stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment as Rent be deemed an accord and satisfaction, and the Landlord may accept such cheque or payment without prejudice to the Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease Agreement provided.

Application of Receipts

19. The parties agree that the Landlord, at its option, may apply all sums received from the Tenant to any Rent or other amounts payable hereunder in such order as the Landlord sees fit.

Destruction or Damage to Premises

- 20.(1) If, during the term of this Lease or any renewal term, the Premises are destroyed or damaged by fire or other cause, and in the sole opinion of the Landlord the Premises is incapable of being repaired and restored with reasonable diligence within 90 days of the date of such destruction or damage, the Landlord may terminate this Lease by written notice given to the Tenant within 30 days of the date of damage.
- 20.(2) In the event of such notice being given under the immediately prior paragraph:
- (a) this Lease shall cease and become null and void from the date of damage except that the Tenant shall remain liable for all Rent and additional rent accrued up to the date of damage;
 - (b) the Tenant shall immediately surrender the Premises and all of its interest herein to the Landlord;
 - (c) all Rent and additional rent shall be apportioned and shall be payable by the Tenant only to the date of Damage; and
 - (d) the Landlord may re-enter and re-possess the Premises; but
- 20.(3) In the event that notice terminating this Lease has not been given within the said period of 30 days as provided above, or in the event that the Landlord does not make a determination as provided above that the damage or destruction cannot be repaired within 90 days of the date of such destruction or damage, then, upon the expiration of the said 30 days, the Landlord shall proceed to repair and restore the Premises (but not any Tenant's Improvements) to its condition prior to the date of damage, or such other condition as the parties may agree to, and the Tenant shall diligently proceed to repair, restore or reconstruct as the case may be, any Tenant Improvements to the condition prior to the date of damage.
- 20.(4) In the event that the Landlord does not elect to terminate the Lease pursuant to this Section or in the event that the Landlord does not make a determination pursuant to this Section that the damage cannot be repaired within 90 days of the date of such destruction or damage:
- (a) if, in the sole opinion of the Landlord acting reasonably, the damage is such as to render the Premises wholly unfit for occupancy, all Rent hereunder shall cease from the time of the occurrence of the said damage until the completion of the repairs by the Landlord;
 - (b) if, in the sole opinion of the Landlord acting reasonably, the damage is such

that the Premises can be partially used by the Tenant the Rent shall abate proportionately to the portion of the Premises rendered unfit for occupancy, as determined by the Landlord in its sole discretion, from the time of occurrence of the damage until the completion of the repairs by the Landlord; and

- (c) If, in the sole opinion of the Landlord acting reasonably, the damage is such that the Premises are not rendered unfit for occupancy in whole or in part, the Rent shall not abate.

Upon the completion of the Landlord's repairs any Rent abated under this Lease shall commence again and in the event that Rent terminates or abates or commences on any day other than the first of a month, Rent for that part month shall be determined on a pro rata basis. The Landlord, in its sole discretion may determine the date on which the repairs are completed for the purposes of the paragraph above.

21. In the event that the Landlord, in its sole discretion, determines that 25% or more of the rentable area in the Premises or 25% or more of the area used by the Tenant in common with others is destroyed or damaged due to fire, elements, accident or other casualty, even if the Premises are not affected, for 180 days then the Landlord has the right in each such instance to elect to terminate this Lease, in which event all Rent shall be due and payable without deduction or abatement from the date of the damage or destruction to the date of termination, unless the Premises have been destroyed or damaged as well, in which event the process of the previous section shall apply.

Notices

22. All notices which it may be necessary or proper for either party to serve upon the other shall be served by delivery to the person to whom the notice is to be given or sent postage pre-paid to the following addresses or by facsimile transmission to the facsimile number set out below:

Landlord: LAURENTIAN UNIVERSITY OF SUDBURY
935 Ramsey Lake Road
Sudbury ON P3E

Attention: Associate Vice President, Financial Services
Facsimile Number: (705) 675-4867

Tenant: ZAYO CANADA INC.
625, Rue Belmont
Montreal, QC H3B 2M1

Attention : Director Real Estate
Facsimile Number (514) 940-5712

With cc to:
Zayo Canada, Inc.
c/o Zayo Group, LLC
1805 29th Street, Suite 2050
Boulder, Colorado 80302 USA
ATTN: General Counsel

23. Service shall be deemed effective immediately, upon delivery in person with proof of delivery, delivery by any overnight carrier, or if mailed, on the 5th day after mailing with proof of delivery.

Either party may from time to time specify in writing a new address to which any

such notice shall thereafter and until further notice be sent.

Right to Register Notice of Lease

24. The Tenant covenants and agrees with the Landlord that the Tenant will not register this Lease in the Land Titles Office. If the Tenant desires to make a registration for the purpose only of giving notice of this Lease, then the parties hereto shall execute a short form hereof, in a form acceptable to the Landlord, solely for the purpose of supporting an application for registration of notice hereof. Upon the termination of the Lease for any reason, the Tenant covenants to co-operate as necessary, and sign such documentation as may be necessary to support an application to amend the register to remove the notice from title, upon request of the Landlord. All costs for the preparation of the documentation to register the notice and to remove the notice from title, together with associated registration costs, shall be borne by the Tenant.

Not Liable for Damage - Public Works - Actions of Others

25. The Landlord and its agents shall not be liable for any loss or damage caused by the construction of any public or quasi-public works or for any loss or damage caused by acts of omissions of any other Tenant or any occupant of the Premises, its or their employees or agents, or any person not the employee or agent of the Landlord. In addition, in no event shall either party hereto be liable to the other party for indirect, incidental, special, punitive or consequential damages whatsoever, arising out of, or in connection with this Agreement, including but not limited to, lost profits, lost revenue, loss of goodwill, loss of anticipated saving, loss of data, incurred or suffered by either party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

Waiver or Condonation of a Breach

26. No waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

Assignment or Subletting

27. Other than to a related entity of Tenant, including subsidiaries, parent companies or any successor in interest to the Tenant, the Tenant may not sublet or assign or transfer its interest in this Lease without first securing the written consent of the Landlord, which consent may be withheld, provided, however, if the consent is granted, that the Tenant shall remain liable for all obligations under this Lease.

Interpretation

28. All of the provisions of this Lease are to be construed as covenants and agreements as though words importing such covenants and agreements were used in each separate paragraph hereof.
29. This Agreement and the attached Schedule embodies the entire Agreement and supersedes any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.
30. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
31. All provisions herein shall be binding upon the parties hereto and shall enure to the benefit of the parties hereto and their respective heirs, executors, estate trustees, successors and assigns.
32. This Agreement shall be read with the appropriate changes in gender and number as may be required in the circumstances.

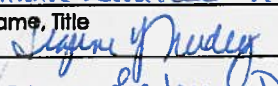
IN WITNESS WHEREOF the parties hereto sign by their duly authorized signing officers.

LAURENTIAN UNIVERSITY OF SUDBURY

Per: 

Normand Lavallee - AVP Financial Services

Print Name, Title



Suzanne Radey Director, Accounting & Reporting

Print Name, Title

We have authority to bind the corporation

ZAYO CANADA INC.

Per: DocuSigned by:



F97D863C1C2B4D6

Bradley H. Kilbey SVP of Fiber Solutions

Print Name, Title

Print Name, Title

We have authority to bind the corporation

SCHEDULE 'A'

Left intentionally blank.

SCHEDULE 'B'
RULES AND REGULATIONS

Deliveries:

1. The Tenant shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area or other Common Area and Facility. The Tenant shall ensure that deliveries of materials and supplies to the Premises are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the Landlord and shall promptly pay or cause to be paid to the Landlord the cost of repairing any damage in or to the Premises caused by any person making such deliveries. The Landlord reserves the right to remove at the expense and risk of the owner, any vehicle not using a designated vehicle standing area.

Installations and Wiring:

2. If the Tenant desires electrical or communications connections, the Landlord reserves the right to direct qualified persons as to where and how the wires should be introduced and without such directions, no boring or cutting for wires will be permitted. No gas pipe or electric wire shall be permitted unless such has been ordered or authorized by the Landlord.

Water Fixtures:

3. The Tenant shall not use the plumbing facilities for any other purpose than that for which they are constructed and no foreign substance of any kind shall be thrown therein, and the Tenant shall pay the cost of any breakage, stoppage or damage resulting from a violation of this provision.

Personal Use of Premises:

4. The Tenant shall not use or permit the Premises to be used for residential purposes or for the storage of personal effects or property not required for purposes as permitted under the Lease.

Solicitations:

5. The Landlord reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Premises.

Birds and Animals:

6. The Tenant shall not bring any animals or birds into the Premises or keep any animals or birds in the Premises.

Furniture and Equipment:

7. The Tenant shall ensure that furniture, equipment and fixtures being moved into or out of the Premises are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the landlord and shall promptly pay or cause to be paid to the Landlord, the cost of repairing any damage in the Premises caused thereby.

DATED effective 1 day of January 2019

LAURENTIAN UNIVERSITY OF SUDBURY

- and -

ZAYO CANADA INC.

LEASE

Laurentian University of Sudbury
Department of Finance
935 Ramsey Lake Road
Sudbury ON P3E 2C6

This is **Exhibit “II”**, referred to in the

Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to be 'M. Gauthier', written in a cursive style.

A Commissioner for taking Affidavits, etc.

GROUND LEASE

This lease made as of the 24th day of October, 2019, between:

LAURENTIAN UNIVERSITY OF SUDBURY
(the "Landlord")

- and -

LAURENTIAN UNIVERSITY STUDENTS' GENERAL ASSOCIATION
(the "Tenant")

Now therefore in consideration of the rents, covenants and agreements herein contained, the Landlord and the Tenant agree as follows:

ARTICLE I - INTERPRETATION

1.01 Definitions

In this lease:

- (a) "Agreement for Construction Services" means the agreement dated August 21, 2019 for construction services of the Building made between the Landlord and the Tenant, as may be amended, replaced, or restated from time to time.
- (b) "Building" means the two storey student centre facility to be constructed upon the Lands in accordance with the Agreement for Construction Services;
- (c) "Demised Premises" means the Lands;
- (d) "Lands" means the lands and premises in the City of Sudbury more particularly described in Schedule "A" hereto and shown on the sketch attached hereto as Schedule "B";
- (e) "Service Level Agreement" means the service level agreement dated August 21, 2019 with respect to the Building made between the Landlord and the Tenant, as may be amended, replaced, or restated from time to time.
- (f) "Taxes" means all taxes, rates, assessments, duties, levies and charges whatsoever, whether municipal, parliamentary or otherwise, levied, imposed or assessed by any taxing authority against the Lands and the Building or either of them or upon the Landlord in respect thereof or from time to time levied, imposed or assessed in the future in lieu thereof, including those levied, imposed or assessed for education, schools and local improvements or in respect of leasehold improvements, trade fixtures, other fixture, equipment and property moved or installed by the Tenant;
- (g) "Term" means the term of this lease as provided in Article II together with any period of permitted overholding.

1.02 Number and Gender

The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where the Tenant comprises more than one entity and to corporations, associations, partnerships or individuals, males or females, in all cases will be assumed as though in each case fully expressed.

1.03 Headings and Captions

The article numbers, article headings, section numbers and section headings are inserted for convenience of reference only and are not to be considered when interpreting this lease.

1.04 Obligations as Covenants

Each obligation of the Landlord or the Tenant expressed in this lease, even though not expressed as a covenant, is considered to be a covenant for all purposes.

1.05 Entire Agreement

This lease, together with the Service Level Agreement and the Agreement for Construction Services contains all the representations, warranties, covenants, agreements, conditions and understandings between the Landlord and the Tenant concerning the Demised Premises or the subject matter of this lease.

1.06 Governing Law

This lease shall be interpreted under and is governed by the laws of the Province of Ontario.

1.07 Construction

If any provision of this lease is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this lease, which shall remain in force and shall be binding as though the said provision had never been included.

ARTICLE II - DEMISE AND TERM

2.01 Demise and Term

The Landlord hereby leases and demises the Demised Premises to the Tenant for the Term at the rent and on the terms and conditions stated in this lease.

2.02 Term

The Term of this lease shall commence on May 1, 2018 (the "Commencement Date") and shall end on the date which is fifty (50) years less one (1) day following the Commencement Date.

2.03 Overholding

If the Tenant remains in occupation of the Demised Premises after the expiration of the Term hereby granted without a written agreement to the contrary, it shall not be deemed to be a tenant from year to year, but shall be a monthly tenant at a rental equivalent to the monthly payment of rent herein provided for, payable in advance, and all the terms and conditions hereof, so far as applicable, shall apply to such monthly tenancy. The acceptance by the Landlord of arrears of rent or compensation for use or occupation of the Demised Premises after notice of termination of this lease has been given shall not operate as a waiver of the notice or as a reinstatement of the lease or as a creation of a new lease unless the parties so agree.

ARTICLE III - RENT

3.01 Minimum Rent

The Tenant covenants to pay to the Landlord rent for and during the Term of the Lease, the sum of \$4,289.00 plus applicable taxes, which sum shall be payable on the 31st day of May, 2018 and shall represent payment in full of all rent payable by the Tenant to the Landlord hereunder.

3.02 No Release

Nothing in this lease contained and no entry made by the Landlord hereunder shall in any way release the Tenant from payment of the rent hereby reserved during the Term hereof beyond such sums as may be actually received by the Landlord by any re- letting herein allowed.

3.03 Payments

If any payments required to be made under this lease by the Tenant to the Landlord or by the Tenant to a third party are not paid at the time provided for in this lease then in the case of payments to third parties by the Tenant the Landlord may make such payment and, in either case, such payments will be collectible as additional rent with the next instalment of rent falling due, but nothing in this lease limits any other remedy of the Landlord in respect thereto.

3.04 Net Lease

The Tenant acknowledges and agrees that it is intended that this lease shall be a completely carefree, net lease to the Landlord except as may be otherwise expressly hereinafter set out, and that the Landlord shall not, except as may be set out in the Agreement for Construction Services or Service Level Agreement, be responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Demised Premises or the contents thereof and the Tenant shall pay all charges, impositions, costs and expenses of every nature and kind relating to the Demised Premises.

ARTICLE IV - GENERAL COVENANTS**4.01 Covenants of Tenant**

The Tenant covenants with the Landlord to pay rent and all other sums of money required under this lease to be paid to the Landlord by the Tenant, and to observe and perform all the covenants and the obligations of the Tenant under this lease.

4.02 Covenants of Landlord

The Landlord covenants with the Tenant: for quiet enjoyment; and to observe and perform all the covenants and obligations of the Landlord under this lease.

ARTICLE V - TAXES AND CHARGES**5.01 Taxes**

The Tenant covenants with the Landlord to pay all Taxes on or before the date upon which they become due or payable. The Tenant will provide to the Landlord, upon request, the official receipt for each such payment made by the Tenant in respect of the Taxes. The Tenant will promptly pay all taxes, rates and assessments that may be assessed or levied in respect of the Project and attributable to the Term. In the event that there is a separate assessment as regards to the Building, the same shall be paid by the Tenant on or before the due date and the Tenant shall provide the Landlord with proof of payment forthwith.

5.02 Other Charges

The Tenant covenants with the Landlord to pay all costs directly or indirectly associated with the Demised Premises including, without limitation, charges for gas, electricity, heat and water used in connection with the Demised Premises, Landlord's insurance and all charges for normal caretaking and maintenance.

ARTICLE VI - ENTRY AND USE OF THE DEMISED PREMISES**6.01 Use of Demised Premises**

The Tenant covenants that the Demised Premises will be used solely for the purpose of a student centre building and on the terms and conditions contained in the Service Level Agreement. The Tenant acknowledges that there will be no dedicated parking on the Lands.

6.02 Further Restrictions on Use

The Tenant further covenants in respect of the use of the Demised Premises as follows:

- (1) before occupying the Demised Premises, to obtain any licence or permit required by municipal by-law or by government statutes and regulations necessary for the use and occupation of the Demised Premises and to maintain in force all such necessary licences and permits; and

(2) to comply at its own expense with all municipal, federal, provincial, sanitary, fire and safety laws, regulations and requirements pertaining to the operation and use of the Demised Premises, the condition of leasehold improvements, fixtures, furniture, equipment and signs installed by the Tenant herein and the making by the Tenant of any repairs, changes or improvements therein.

ARTICLE VII - REPAIRS AND MAINTENANCE

7.01 Tenant's Obligations

The Tenant covenants to maintain the Demised Premises in a good state of repair except for structural defects and damage caused by fire, lightning and tempest making all needed repairs and replacements from time to time; provided, however, that the Landlord, at the expense of the Tenant, shall make such repairs as are necessary to make and keep the Demised Premises in compliance with all health, fire and safety standards, including any additional standards required by law. The Landlord shall be entitled to enter the Demised Premises at all reasonable times to view the state of repair and to make such alterations and repairs as aforesaid and to charge the Tenant for same. The Tenant covenants to pay the charges for such repairs forthwith upon receipt of invoices for same. The Tenant shall be responsible for the maintenance and repair of the equipment and fixtures. The Tenant acknowledges having inspected the Demised Premises prior to execution of this lease and agrees to accept same on an "as is" basis.

ARTICLE VIII - CHANGES AND ALTERATIONS

8.01 Changes and Alterations

(1) The Tenant shall not make or permit to be made any alterations, changes or additions to the Demised Premises without the prior written approval of the Landlord which approval may be withheld in the sole and absolute discretion of the Landlord. The request of the Tenant for any such approval shall be accompanied by an adequate description of the contemplated work and, where appropriate, working drawings and specifications thereof. Any out-of-pocket expense incurred by the Landlord in connection with any such request for approval shall be payable by the Tenant as additional rent forthwith upon request for payment. All work to be performed in the Demised Premises shall be performed by competent contractors and subcontractors of whom the Landlord shall have approved, such approval may be withheld in the sole and absolute discretion of the Landlord provided that the Landlord may require that the Landlord's contractors and subcontractors be engaged for any mechanical or electrical work. All such work shall be subject to inspection by and the reasonable supervision of the Landlord and shall be performed in accordance with any reasonable conditions or regulations imposed by the Landlord and completed in a good and workmanlike manner in accordance with the description of the work approved by the Landlord.

(2) All alterations, changes or additions to the Demised Premises shall immediately upon the termination of this lease be and become the Landlord's property without compensation therefor to the Tenant.

(3) When and to the extent directed to do so by the Landlord the Tenant shall remove the alterations, changes or additions to the Demised Premises made by the Tenant and shall restore the Demised Premises to their condition at the commencement of the Term.

8.02 Signs

No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the Building whatsoever, except with the prior approval of the Landlord, which approval may be withheld in the sole discretion of the Landlord. All signage and wayfinding in and around the Building shall be consistent with the standards for signage as adopted from time to time by the Landlord.

8.03 Building Naming Rights

To the extent permitted by applicable laws, Tenant shall have the right to name the Building or to sell the naming rights to the Building, subject to the prior written consent of the Landlord, which consent may not be unreasonably or arbitrarily withheld and subject to the Board of Governors approved Policy in place from time to time. Subject to the foregoing, the Tenant shall be entitled to receive all revenues associated with the naming of the Building and will be responsible for all costs associated therewith.

ARTICLE IX - INSURANCE

9.01 Tenant's Insurance

- (1) At all times during the Term, the Tenant shall maintain at its own expense:
 - (a) All risks insurance covering the Improvements, trade fixtures, damage to building glass and contents on or about the Building for not less than the full replacement cost thereof (with a replacement cost endorsement).
 - (b) Comprehensive general liability insurance on an occurrence basis, with limits of not less than \$10,000,000, in addition to coverages for defense and claimants' costs, all for any one occurrence or such higher amount as the Landlord may reasonably require, insuring against bodily injury, personal injury, death, property damage or loss (direct or indirect and including loss of use thereof), with respect to any use and occupancy of or things on or in the Demised Premises by the Tenant or any of its directors, officers, members, employees, agents, volunteers, customers, invitees, or persons for whom the Tenant is in law responsible. The said insurance policy shall include coverage for: personal injury; broad form property damage; contractual liability; non-owned automobiles; products - completed operations; contingent employers' liability; cross liability; severability of interests; liquor liability and broad form tenants legal liability with a limit of \$1,000,000, all of standard wording.
 - (c) Any other form of insurance as the Landlord, acting reasonably, requires from time to time, in the form, amounts and for insurance risks against which a prudent building occupant would insure.

(2) The insurance policy or policies shall contain a cross-liability clause protecting the Landlord against claims by the Tenant as if the Landlord were separately insured and protecting the Tenant against claims by the Landlord as if the Tenant were separately insured. The insurance will contain a clause that it will not be cancelled or changed without the Landlord first having received not less than thirty (30) days' written notice of such cancellation or change. The said policies of insurance shall contain no warranties or exclusions (other than standard IBC policy exclusions) that would

contravene the obligations of the Tenant under this lease or otherwise be to the detriment of the Landlord and provide that the policy shall be non-contributing with, and apply only as primary and not as excess to any other insurance available to the Tenant.

(3) The Tenant also covenants to provide or cause to be provided to the Landlord a certificate from its insurer (or insurers), in a form acceptable to the Landlord, which shows that the policy (or policies) placed and maintained by it complies with the requirements of this lease. No review or approval of any such insurance certificate by the Landlord shall derogate from or diminish the Landlord's rights or the Tenant's obligations contained in this lease or limit the liability of the Tenant.

(4) If at any time the Landlord is of the opinion that the insurance taken out by the Tenant is inadequate in any respect, it shall forthwith advise the Tenant of the reasons therefore and the Tenant shall forthwith take out additional insurance satisfactory to the Landlord.

(5) The taking out of insurance shall not relieve the Tenant of any of its obligations under this lease or limit its liability hereunder.

9.02 Landlord's Insurance

(1) Landlord shall maintain, subject to general availability, and to customary deductibles:

- (a) All risks insurance which shall insure the Building for not less than the full replacement cost thereof against loss or damage by periods now or hereafter from time to time embraced by or defined in a standard all risks insurance policy;
- (b) Boiler and machinery insurance for not less than the full replacement cost thereof on objects defined in a standard comprehensive boiler and machinery policy against accidents as defined therein; and
- (c) Such other coverages, or increases in the amount of coverage, as the Landlord may reasonably consider necessary.

(2) All such insurance shall be reimbursed to the Landlord as additional rent payable to the Landlord. The Demised Premises may be included in a blanket policy (in which case the cost of such insurance allocable to the Building will be determined by Landlord based upon the total insurance cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

9.03 Increase in Landlord's Insurance Premiums

The Tenant shall not do, or permit to be done, anything on the Demised Premises or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on the Building, or on property kept therein, or obstruct or interfere with the rights of other occupants, if any, or in any way injure or annoy them, or conflict with the laws relating to fires or with the regulations of the Fire Department or with any insurance policy upon the Building or any part thereof, or conflict with any of the rules or ordinances of the Board of Health or with any statute or municipal by-law.

9.04

Indemnity

(1) The Tenant undertakes and agrees to indemnify and save harmless the Landlord and its officers, employees, and agents, from and against all claims, demands, loss, cost, expenses, actions and other proceedings incurred, made, brought or prosecuted in any manner based upon, occasioned by or attributable to by reason of the Tenant's use or occupation of the Building, the exercise or non-exercise of any right or obligation hereunder, or by the Tenant's negligence or that of its employees, agents, members in the premises, volunteers or persons permitted on the premises by the Tenant or by reason of any injury to any person or property in or upon the Building or by reason of any other cause than the negligence of the Landlord, its employees or agents such indemnity shall include all legal costs incurred by the Landlord (including fees and disbursements) and any administrative costs incurred by the Landlord. This obligation to indemnify shall survive the expiry or other termination of this lease.

(2) The Tenant hereby agrees that the Landlord, employees, agents and those for whom the Landlord is at law responsible, shall not be liable for any personal injury to, bodily injury to (including death of) or for any damage or loss to any property (including loss of use thereof) or for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit arising out of or in any way related to the use or occupation of the Building or common areas, suffered or incurred by the Tenant or its officers, directors, employees, agents, servants, contractors, subcontractors, guests, licensees, volunteers or invites, by reason of theft; fire or explosion; falling plaster, ceiling tiles or fixtures; gas, steam, smoke, water, rain, ice, snow or other substances from any sources leaking, falling or escaping into the Building; the act, omission or negligence of other occupants or persons in or about the Building or adjacent property; any defect in any part of the Building; or any interruption, suspension, cessation or failure of any system or equipment or the supply of any utility or other service to the Building; or for any other reason, unless caused by or resulting from the negligence of the Landlord, its employees or agents while acting within the scope of his or her employment or agency respectively.

ARTICLE X - DAMAGE OR DESTRUCTION

10.01

Damage or Destruction

(1) If at any time during the Term the Demised Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within 60 days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Demised Premises. If the restoration time is estimated to exceed 6 months, either Landlord or Tenant may elect to terminate this lease upon notice to the other party given no later than 30 days after Landlord's notice. If neither party elects to terminate this lease or if Landlord estimates that restoration will take 6 months or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Demised Premises excluding the improvements installed by Tenant or by Landlord and paid by Tenant, subject to delays arising from the collection of insurance proceeds.

(2) Notwithstanding anything contained in the Lease to the contrary, to the extent the damage to the Demised Premises is attributable to Tenant, Tenant shall pay to Landlord with respect to any damage to the Demised Premises an amount of the commercially reasonable deductible under Landlord's insurance policy, within 30 days after presentment of Landlord's invoice.

ARTICLE XI - INDEMNITY

11.01 Tenant's Indemnity

(1) The Tenant covenants to indemnify and save harmless the Landlord from all claims, actions, costs and losses of every nature arising during the Term and caused by the Tenant or those for whom it is at law responsible. The foregoing indemnity extends to all claims, actions, costs or losses arising out of: a breach of or non-compliance with a covenant, agreement or condition on the part of the Tenant contained in this lease; injury to a person, occurring in or about the Demised Premises, including death resulting from the injury; and damage to or loss of property arising out of the use and occupation by the Tenant of the Demised Premises.

(2) The obligations of the Tenant to indemnify the Landlord under the provisions of this section are to survive the termination of this lease in respect of every event occurring during the Term or any overholding.

ARTICLE XII - SUBLETTING AND ASSIGNING

12.01 Assigning or Subletting

(1) Except as specifically provided in this lease, the Tenant shall not, by operation of law or otherwise, assign this lease the whole or any part of the Demised Premises without the prior written consent of the Landlord, which consent may not be unreasonably or arbitrarily withheld by the Landlord. In addition, the Tenant will not sublet all or any part of the Demised Premises, or mortgage or encumber this lease or the Demised Premises or any part thereof, or any equipment thereon, or suffer or permit the occupation of all or any part thereof by others, without the prior written consent of the Landlord in each instance, without the prior written consent of the Landlord, which consent may not be unreasonably or arbitrarily withheld by the Landlord.

(2) Tenant shall provide to Landlord all information concerning the assignee or sublessee as Landlord may reasonably request. Landlord may revoke its consent immediately and without notice if, as of the effective date of the assignment or sublease, there has occurred and is continuing any default under the lease.

(3) Where the Landlord has consented to any proposed assignment or subletting, as a condition precedent to such assignment or subletting becoming effective, the Tenant shall cause the assignee or subtenant to execute an agreement directly with the Landlord of the Landlord's standard form agreeing to be bound by this lease, and in the case of a sublease, the subtenant shall waive any right to obtain relief from forfeiture, to obtain a direct lease from the Landlord, or to become the tenant of the Landlord notwithstanding any statute or law that would otherwise give those rights to subtenant.

(4) The consent of the Landlord to any assignment, subletting, mortgage or encumbrance shall not constitute a waiver of the necessity for such consent to any subsequent assignment, subletting, mortgage or encumbrance. Any approved assignment or sublease shall be expressly subject to the terms and conditions of this lease.

(5) If this lease shall be assigned, or if the Demised Premises or any part thereof shall be sublet or occupied by anybody other than the Tenant, the Landlord may collect rent from the assignee, subtenant or occupant, but no such assignment, subletting, occupancy or collection shall be deemed to be

a waiver of the covenant set forth in section 12.01(1), or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of the Tenant from the further performance by the Tenant of the covenants on the part of the Tenant herein contained.

ARTICLE XIII - IN DEFAULT

13.01 Events of Default

The following occurrences shall constitute "Events of Default":

- (a) the failure of the Tenant to pay rent within 3 days after it is due;
- (b) the Tenant assigning this lease or subletting all or any part of the Demised Premises without the prior written consent of the Landlord;
- (c) the Tenant doing or permitting anything to be done which causes or threatens to cause the cancellation of the Landlord's insurance;
- (d) the failure of the Tenant to perform or comply with any other covenant, term or condition of this lease (except for the payment of rent) within 15 days after receipt of notice from the Landlord of the default;
- (e) the Tenant abandoning or vacating the Demised Premises; if the rent hereunder is overdue and the Demised Premises are vacant, the Tenant shall be deemed to have abandoned the Demised Premises;
- (f) the Tenant making any assignment for the benefit of creditors or becoming bankrupt or insolvent or taking the benefit of any act which may be in force for bankrupt or insolvent debtors;
- (g) an order being made for the winding up of the Tenant or a receiving order being made against the Tenant, or if a receiver or manager or receiver and manager of the Tenant's assets is appointed;
- (h) and breach, default or termination of the Construction Services Agreement or Service Level Agreement as a result of a breach by the Tenant thereunder.

13.02 Remedies

If and whenever an Event of Default occurs, then without prejudice to any other rights which it has pursuant to this lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this lease by notice to the Tenant;
- (b) to enter the Demised Premises as agent of the Tenant and to relet the Demised Premises for whatever term, and on such terms as the Landlord in its discretion may determine and to receive the rent therefor and as agent of the Tenant to take possession of or store any property of the Tenant on the Demised Premises at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord may see fit

without notice to the Tenant; to make alterations to the Demised Premises to facilitate the reletting; and to apply the proceeds of any sale or reletting first to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale and, second, to the payment of any indebtedness of the Tenant to the Landlord; notwithstanding the foregoing, the Tenant shall remain 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 upon the Demised Premises for such purpose; the Landlord shall not be liable to the Tenant for any loss, injury or damage caused by acts of the Landlord in remedying or attempting to remedy such default and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection with remedying or attempting to remedy such default;
- (d) to recover from the Tenant all damages and expenses incurred by the Landlord as a result of any breach by the Tenant.

13.03 Distress

Notwithstanding any provision of this lease or any provision of applicable legislation, none of the goods and chattels of the Tenant on the Demised Premises at any time during the Term (save and except for pupil records) shall be exempt from levy by distress for rent in arrears and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels or the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

13.04 Costs

The Tenant shall pay to the Landlord all damages and costs (including, without limitation, all legal fees on a solicitor and his own client basis) incurred by the Landlord in enforcing the terms of this lease, or with respect to any matter or thing which is the obligation of the Tenant under this lease.

13.05 Survival of Obligations

If the Tenant has failed to fulfill its obligations under this lease with respect to the maintenance, repair and alteration of the Demised Premises and removal of improvements and fixtures from the Demised Premises during or at the end of the term, such obligations and the Landlord's rights in respect thereto shall remain in full force and effect notwithstanding the expiration or termination of the term.

ARTICLE XIV - SURRENDER OF THE DEMISED PREMISES

14.01 Ownership of Building

During the Term, the Building and all improvements and all additions, alterations and improvements to or replacements thereof, including all appurtenant fixtures, machinery and equipment installed therein, shall be the property of Tenant (collectively, the "**Improvements**"). At the expiration or sooner termination of this lease, the Improvements and all additions, alterations and improvements thereto or replacements thereof, shall remain the property of Landlord.

14.02 Surrender of the Demised Premises

On the termination of this lease for any reason, the Tenant shall surrender the Demised Premises to the Landlord in the condition in which they are required to be kept by the Tenant under the provisions of this lease. The Demised Premises must be left clean and in a good state of repair at the expiration of the Term or sooner termination of this lease except for ordinary wear and tear, structural repair and damage by fire, lightning and tempest.

ARTICLE XV - MISCELLANEOUS

15.01 Entry by Landlord

Notwithstanding any other provisions of this lease, the Landlord may enter the Demised Premises, at all reasonable times, for the purpose of inspecting same and for such other purpose as the Landlord may consider necessary for the protection of its interest under this lease.

15.02 Rules and Regulations

The Landlord shall have the right from time to time to make reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Demised Premises and for preservation of good order therein and the same shall be kept and observed by the Tenant who shall insist that all persons being in the Demised Premises by reason of the use of the Demised Premises by the Tenant shall observe and comply with the said rules and regulations.

15.03 Notices

Any notice to be given pursuant to the provisions of this lease may be given by prepaid registered post mailed at a post office in Metropolitan Toronto and shall be deemed to have been served on the next juridical day following the day of mailing. The address of the Landlord for such purpose is

Laurentian University
Ramsay Lake Road
Sudbury, Ontario, P3E 2C6

Attention: Vice-President — Administration
Email: lhayes@laurentian.ca

and the address of the Tenant is

935 Ramsey Lake Road,
Sudbury, Ontario
P3E 2C6

Attention: President
Email: spgapresident@laurentian.ca

Either party may from time to time notify the other of any change of address.

15.04 Successors and Assigns

This lease shall enure to the benefit of and be binding upon the successors and assigns of the Landlord and the permitted successors and assigns of the Tenant, as the case may be.

15.05 Planning Act

This Lease is entered into on the express condition that it is subject to compliance with the severance control provisions of the *Planning Act* of Ontario, as amended, from time to time; provided that pending any such compliance, the Term and any renewals thereof shall be deemed to be for a total period of one (1) day less than the maximum lease term permitted by law without such compliance. The Tenant shall obtain any required consent under the *Planning Act* at its sole cost and expense. The Landlord shall reasonably cooperate with the Tenant as required to obtain such consent.

15.06 Subordination

This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any first mortgage, now existing or hereafter created on or against the Demised Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this lease as though this lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

15.07 Construction Liens

Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Demised Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Demised Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Demised Premises or under this lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Demised Premises and cause such lien or encumbrance to be discharged within 10 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such 10 day period.

15.08 Estoppel Certificates

Tenant agrees, from time to time, within 10 days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this lease and such other matters pertaining to this lease as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this lease. No cure or grace period provided in this lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

15.09 Environmental Matters

(1) Except for Hazardous Material contained in products used by Tenant in accordance with applicable laws, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Demised Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Demised Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Demised Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Demised Premises by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Demised Premises.

(2) The term "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment. The term "**Hazardous Materials**" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom. No cure or grace period provided in this lease shall apply to Tenant's obligations to comply with the terms and conditions of this Section.

(3) Notwithstanding anything to the contrary in this Section, Tenant shall have no liability of any kind to Landlord as to Hazardous Materials on the Demised Premises caused or permitted by (i) Landlord, its agents, employees, contractors or invitees; or (ii) any other tenants in the Demised Premises or their agents, employees, contractors, subtenants, assignees or invitees.

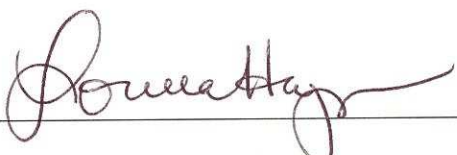
(4) Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises or the Project and loss of rental income from the Project), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual legal fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph 30, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or

incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Section by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Section shall survive any termination of this lease.

(5) Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations under this Section, or the environmental condition of the Demised Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

In witness whereof the parties hereto have hereunto set their seals under the hands of their proper signing officers duly authorized in that behalf.

LAURENTIAN UNIVERSITY OF SUDBURY

Per:  _____

Per:  _____

LAURENTIAN UNIVERSITY STUDENTS'
GENERAL ASSOCIATION

Per: 

Per: 

SCHEDULE A

PIN: 73593-0465 (LT)

PCL 30769 SEC SES; LT 3 CON 2 MCKIM, DESIGNATED AS PART 2 ON PLAN
53R21206; CITY OF GREATER SUDBURY

SCHEDULE B

See attached.

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This is **Exhibit “JJ”**, referred to in the
Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to be 'M. Bull', is written above a horizontal line.

A Commissioner for taking Affidavits, etc.

THIS INDENTURE made in triplicate this 16th day
of March , 1964.

IN PURSUANCE OF THE SHORT FORM OF LEASES ACT.

B E T W E E N :-

LAURENTIAN UNIVERSITY OF SUDBURY

Hereinafter called the Lessor,

OF THE FIRST PART

- and -

THE HYDRO-ELECTRIC COMMISSION OF
THE CITY OF SUDBURY

Hereinafter called the Lessee,

OF THE SECOND PART.

WHEREAS the lands hereinafter described are part of the
campus of Laurentian University of Sudbury;

AND WHEREAS the Lessee has requested permission to use
the said lands as the site for its Ramsey Lake Road Substation
to supply the Lessor and others with electricity;

1. WITNESSETH that in consideration of the premises and in
further consideration of the rents, covenants and agreements
hereinafter contained on the part of the Lessee to be observed
and performed, the Lessor hath demised and leased and by these
presents doth demise and lease unto the Lessee, ALL AND SINGULAR
the surface rights in that certain parcel or tract of land and
premises, situate, lying and being in the Township of McKim, in
the District of Sudbury and Province of Ontario, and more
particularly described in Schedule "A" containing description
and plan, attached hereto.

2. TO HAVE AND TO HOLD for and during the term of 50 years
to be computed from the 1st day of November, 1963, and thenceforth
next ensuing and fully to be completed and ended.

3. YIELDING AND PAYING THEREFOR during the said term the
sum of ONE DOLLAR (\$1.00) of lawful money of Canada on the 1st
day of November, 1963, and on the 1st day of November of each
year of the remainder of the term hereby granted, if demanded.

4. The Lessee covenants with the Lessor to pay rent, and subject to the provisions of Section 42 of The Assessment Act, R.S.O. 1960, C.23, to pay taxes, including local improvements, and to pay water rates and to repair and keep repaired any structure which it may erect under the terms of this lease upon the said lands; and that the Lessor may enter and view state of repair, and that the Lessee will repair according to notice in writing.

5. The Lessee covenants that it will use the lands only as the site of a Hydro substation, and if at any time the said lands cease to be so used, this lease shall forthwith terminate, and the Lessor shall restore the lands as nearly as possible to their present condition. It is understood that any and all buildings and structures to be erected upon the said lands will be the sole and exclusive property of the Lessee, and under the Lessee's control.

6. The Lessee covenants that prior to the construction of any building thereon, or structure upon the demised lands or the carrying out of any landscaping, it will submit the plans and specifications of any such construction and landscaping to the Lessor and that it will not erect any building or structure upon the said lands or carry out any landscaping thereof without the approval in writing of the Lessor first had and obtained. The Lessee further covenants that it will erect and maintain a fence enclosing that portion of the said lands on which electrical equipment is erected of such a height and kind as shall, prior to the erection thereof, be approved in writing by the Lessor.

7. The Lessee covenants and agrees to indemnify the Lessor and save it harmless from any claims, actions, suits, damages, etc., of any nature or kind which may be brought against the Lessor by any person, corporation or thing by reason of any act or omission of the Lessee, its servants, agents, employees or any other person whomsoever whether lawfully on the said lands or otherwise, by reason of the location of the said substation who might, in law, have a claim against the Lessor, and further agrees to indemnify

the Lessor against any loss or damage which might be suffered by the Lessor by reason of the location of the substation on the said lands.

8. Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

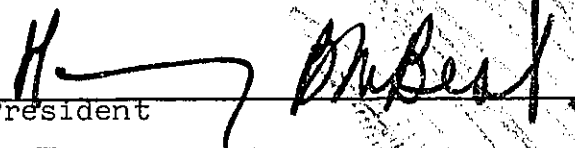
9. The Lessor covenants with the Lessee for quiet enjoyment.

10. The Lessor will provide an easement if necessary from the Lessee's supply line to the land described in Schedule "A".

11. In the event the Lessee continues to occupy the said lands after the expiration of this lease with or without the consent of the Lessor and without any further written agreement, the Lessee shall be a monthly tenant at the monthly rental of One Dollar (\$1.00) on the 1st day of each month if demanded and on the same terms and conditions as herein set out except as to length of tenancy.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto affixed their corporate seals duly attested by the signatures of their proper officers in that behalf.

LAURENTIAN UNIVERSITY OF SUDBURY



President

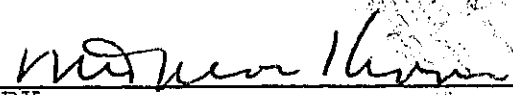


Vice-President (Administration)

THE HYDRO-ELECTRIC COMMISSION OF
THE CITY OF SUDBURY



CHAIRMAN



SECRETARY

IN THE MATTER OF SUBSECTION 3 OF SECTION 5 OF
THE LAND SPECULATION TAX ACT, 1974

Affidavit

I, T. G. HENNESSY of the City of Sudbury,
(print name)

in the Regional Municipality of Sudbury.....
(print address)

MAKE OATH AND SAY THAT:

1. I verily believe that the disposition of designated land evidenced in the attached instrument or writing is exempt from the tax imposed by subsection 1 of section 2 of the above Act by virtue of the disposition being:

describe
nature of
disposition

A disposition to a public utility commission for the purposes of that commission

as provided for by section 4 , clause j , subclause of the above Act.

2. I am, the Vice President of Lamar University, making the disposition referred to in paragraph 1 hereof. Since the acquisition of my interest in the designated land that is referred to in paragraph 1 hereof and that is being disposed of to the transferee named in the attached instrument or writing, no disposition with respect to such designated land has occurred prior to the disposition to the said transferee.

delete this
paragraph if
inapplicable

- [illegible]

delete this
paragraph if
inapplicable

Sworn before me at the City
of Sudbury
in the Regional Municipality
of Sudbury
this 4th

day of *January* 19 *78*
 Carl Nurmi, a Commissioner
 for taking affidavits in the
 District of Sudbury for
 Laurentian University,
 Expires May 18, 1980.
 A Commissioner, etc.



SCHEDULE "A"

DESCRIPTION:

That part of Lot 4, in the Second Concession of the Township of McKim, now in the City of Sudbury, designated as PART 1 on a Reference Plan of Survey 53R-7680 of record in the office of Land Titles at Sudbury, and being part of Parcel 30769 in the Register for Sudbury East Section.

DATED March 16th, 1964.

LAURENTIAN UNIVERSITY
OF SUDBURY

-and-

THE HYDRO-ELECTRIC COMMISSION
OF THE CITY OF SUDBURY

LEASE

LACOURCIERE & LACOURCIERE
Avocats - Barristers At-Law
SUDBURY, ONTARIO

This is **Exhibit “KK”**, referred to in the
Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to be 'M. B. Smith', is written above a horizontal line.

A Commissioner for taking Affidavits, etc.

THIS INDENTURE made in duplicate this 12th day of
September, A.D. 1969.

B E T W E E N :

LAURENTIAN UNIVERSITY OF SUDBURY
(hereinafter called "the Lessor")

OF THE FIRST PART

- and -

ONTARIO STUDENT HOUSING CORPORATION
(hereinafter called "the Lessee")

OF THE SECOND PART

WHEREAS by Order-in-Council OC-3417/66 dated the 18th day of August, A.D. 1966, the Lieutenant-Governor in Council has constituted the Lessee a body corporate and politic pursuant to subsection 2 of section 6 of The Housing Development Act, on behalf of Her Majesty in Right of Ontario, for the purpose of developing housing projects for students and their families, and

WHEREAS pursuant to the said Order-in-Council, the Lessee, with the approval of the Lieutenant-Governor in Council, may enter into agreements to develop housing projects, and

WHEREAS the Lessor has requested the Lessee to provide residential housing accommodation for 250 unmarried students attending its university, upon the lands and premises hereinafter described in Schedule "A" hereto, which are owned by the Lessor, and

WHEREAS by Order-in-Council OC-3851/68 dated the 26th day of September, A.D. 1968, the Lessee has been

- Page 2 -

authorized to enter into agreements, including mortgages or other security with Central Mortgage and Housing Corporation for financing purposes, for the provision by the Lessee of the said 250 student residential housing project at the Lessor University, known as Ontario Student Housing Corporation Project No. 1 for Laurentian University, and

WHEREAS the Lessee has entered into an agreement with Central Mortgage and Housing Corporation dated the 2nd day of January, A.D. 1969, wherein the latter has agreed to make a loan to it pursuant to the provisions of Section 36-B of The National Housing Act, 1954, as amended, to assist in financing the construction of the said student housing project, and

WHEREAS the Lessee has agreed to lease the said land in Schedule "A" from the Lessor, and to construct the said residential housing accommodation thereon upon the terms hereinafter set forth, and

WHEREAS the Lessor has on the 16th day of July A.D. 19 69 , by resolution, authorized the entering into of this Lease Indenture and Agreement by the execution thereof under its corporate seal by its duly authorized and appointed officers.

NOW THEREFORE THIS INDENTURE WITNESSETH that the Lessor, in consideration of the expenses to be incurred by the Lessee in the construction of the said student housing project which is hereinafter more particularly described, and of the rents and covenants on the part of the Lessee hereinafter reserved and contained, doth hereby irrevocably demise and let unto the Lessee:

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Township of McKim, now in the City of Sudbury, in the District of Sudbury and Province of Ontario, which is more particularly described in Schedule "A" hereto.

TO HAVE AND TO HOLD the said demised premises for the sole and exclusive use of the Lessee for and during the term of fifty (50) years, to be computed from 15th day of August, A.D. 1969, or from the issuance of a Certificate of Substantial Completion of the said residential housing project for students by the Chief Engineer of the Corporation, whichever shall be the later, and from thenceforth next ensuing and fully to be complete and ended on the 14th day of August, A.D. 2019.

YIELDING AND PAYING therefore at the commencement of the term hereof and at the commencement of any renewal, the sum of Fifty Dollars (\$50.00) to be payable in advance on or before the issuance of the Certificate of Substantial Completion above referred to, or on the renewal date, as the case may be.

1. The Lessee covenants with the Lessor that it will immediately commence construction at its own expense, save as specifically hereinafter mentioned, upon the demised premises, of a student housing project for unmarried students attending the University, and appurtenances thereto, in accordance with plans and specifications which have been approved by each of the parties hereto and by Central Mortgage and Housing Corporation and are more particularly referred to in Schedule "B" hereto, and to carry out the same with reasonable diligence and in a good and workmanlike manner. Subject to strikes, labour disputes, weather conditions or

other delaying factors which are beyond the Lessee's control, the Lessee covenants to provide the student residential housing units in a condition ready for occupancy on or before the completion date which is set forth in Schedule "C". In constructing the said student housing project, the Lessee shall comply with all local zoning and building by-laws and other applicable by-laws, regulations, statutes and enactments imposed by governmental authorities.

2. The cost of the works shall be as estimated in Schedule "D" which is attached hereto and which is subject to such adjustments as may be rendered necessary after the project has been completed and the end costs known. Such adjustments will be set forth in a new Schedule "D-3", which will be annexed to this Agreement at that time. The Lessor shall repay the Lessee for the cost of the works in semi-annual payments which shall commence after the final completion of the said student housing project and shall continue to be payable semi-annually during the term of this demise, in the amounts, and on the dates, which are set forth in Schedule "D-1" hereto, it being understood, however, that such amounts will also be adjusted in the said Schedule "D-3" to be annexed to this Agreement after completion of the project in order to reflect the cost of the works as finally determined. It is also understood and agreed that such payments shall not take into account, nor shall the Lessee bear, any part of the cost of the items which are listed in Schedule "D-2" hereof. Should the Lessee furnish any such items as are listed in said Schedule "D-2" the Lessor covenants that it will indemnify the said Lessee from all costs, charges or expenses arising therefrom.

3. No major changes by way of altering, adding to or deducting from the work may be made without the approval of

- Page 5 -

the Chief Engineers of both the Lessor and the Lessee and such approved changes shall also be included in the said Schedule "D-3" to be appended to this Agreement and reflected in the revised semi-annual payments to be therein set forth. Schedule "D-3" will also reflect any credits which may arise and be applied against capital cost such as rebates of Federal and/or Provincial sales tax on building materials, capital contributions received from the Department of University Affairs or the Ontario Universities Capital Aid Corporation, and all revenues realized from partial occupancy of the project prior to final completion thereof which are remitted by the Lessor to the Lessee after deduction of operating and maintenance costs. Interest at the rate of 6% per annum may be charged by the Lessee to the Lessor on all overdue payments under Schedule "D-1" as varied in Schedule "D-3".

4. In addition to making the payments set forth in Schedule "D-1" as varied in Schedule "D-3" hereof and to providing the items listed in Schedule "D-2", the Lessor shall, at all times during the term of this lease, maintain an adequate reserve fund to meet major capital expenditures for repairs and replacements to the student housing project.

5. Wherever the term "cost of the works" is used in this Indenture, it shall be deemed to mean and include all sums paid or payable and all liabilities now or hereafter incurred by the Lessee in connection with the construction of the student housing project and other improvements to the demised premises, including but not limiting the same to all fees and charges for necessary site services (other than those provided by the Lessor), surveys and test borings, the cost of grading and paving, all lawyers', architects and engineers fees and fees of other consultants, fees for permits and licenses,

the cost of demolition preceding any construction, all amounts paid or payable for labour, materials and services of every kind and nature whatsoever used in connection with such improvements, including supervisory services, all amounts paid or payable for fixtures of every kind and description, all built-in furniture, equipment and appliances agreed to be supplied, Central Mortgage and Housing Corporation loan application fees, repayments of principal and interest on monies borrowed for the project including all adjustments of interest charged on advances made by Central Mortgage and Housing Corporation and the Province of Ontario, all organisational and management fees of the Lessee, all amounts paid or payable for Workmen's Compensation, public liability, fire, boiler and other types of insurance which the Lessee may reasonably be expected or required to carry, also all social security and unemployment insurance payments which the Lessee or its contractors may be required to make in connection with and during the work of or incidental to such improvements.

6. The Lessor shall have the privilege of prepaying the payments, as set out in Schedule "D-1" as varied in Schedule "D-3", either in whole or in part, at any time during the term of this demise, upon giving the Lessee at least four (4) months notice in writing of its intention of so doing, and preamortized interest shall thereafter cease to run upon such part of the total debt as may be so paid. Provided always, however, that the payment of all due interest, arrears of interest or other payments due hereunder shall be a condition precedent to the exercise of this privilege. Upon payment to the Lessee of the full cost of the works with interest and other charges referred to herein, the lands and premises herein demised, together with all improvements effected thereon by the Lessee shall revert to and become the absolute property of the Lessor.

7. The Lessee delegates to the Lessor and appoints the said Lessor its true and lawful attorney-in-fact in the Lessee's name and stead to admit and let the dwelling accommodation contained in the said student housing accommodation to be constructed to student tenants or lodgers, and to charge and collect such rents, fees, and other charges for same as their said attorneys in their absolute discretion may deem advisable, and also to make and enforce such rules and regulations for the maintenance of order, discipline and good management of the residence as they see fit.

8. The Lessor shall not be accountable to the Lessee for matters pertaining to the said letting of accommodation, or for the rents received unless and until they shall have failed for a period of fifteen (15) days to make any of the annual payments required to be made under Clauses 2 and 3, or to keep the premises in a proper state of repair as hereinafter provided, in either of which events the Lessee may, upon written notice, forthwith terminate the appointment of their said attorney and themselves resume conduct of admitting students and collecting rents. The Lessor shall upon the occurrence of such default produce upon request for the inspection and audit of the Lessee, its servants or agents, all books, records, accounts, and other documents relating to the management and letting of the student housing project.

9. The Lessor shall at its own expense and without notice or request keep and maintain the premises and appurtenances and any improvements or additions which may be effected thereto in good and substantial repair and condition, and will also clean and redecorate the building both inside and outside at reasonable intervals. The Lessor shall bear all costs and be entirely responsible for managing, operating and maintaining the said student housing project. Without limiting the

generality of the foregoing the Lessors' responsibilities under this clause will include as well the following:-

- (a) Rectifying any condition caused by acts of waste committed by the occupants or other persons using the building.
- (b) Replacing or reconditioning as needed the plumbing pipes and fixtures, heating plant and apparatus, electric wiring system, elevators, laundry, kitchen and garbage disposal equipment.
- (c) Replacing fixtures and carpeting in all areas in the building where it is required, cleaning and repairing same, and replacing other such articles which are worn out, damaged or destroyed.
- (d) Supplying all movable furniture and appliances and replacing same as needed.
- (e) All charges for fuel, electricity, water, gas, telephone and other utilities used in the buildings.
- (f) All taxes, rates, duties, charges and assessments that may be levied, charged or otherwise imposed against the premises, or any part thereof by any municipal, parliamentary or other governmental body during the term of this demise, where applicable.
- (g) Maintenance and upkeep of lawns, gardens, bridges, access roads, sewers, waterlines, service tunnels and parking lots used in connection with the buildings.
- (h) The cost of insuring the said student housing project in the joint names of the Lessor and the Lessee against loss or damage by fire and standard extended coverage perils for the full insurable value thereof in lawful money of Canada from the date of occupancy and keeping the same so insured until the end of

the term of this Indenture and any renewal thereof. The Lessor shall deliver the policy or policies of insurance to the Lessee and also all proofs of renewals thereof, as requested.

10. The Lessor also covenants with the Lessee:
- (a) To maintain comprehensive general liability insurance covering the premises in a form and amount acceptable to the Lessee and to save the Lessee harmless from any and all claims for bodily injury, death or property damage which may arise from circumstances occurring in or about the premises herein demised.
 - (b) To join with the Lessee, when requested, in applying for any building or other permit, license or permission which may be required by local governmental authorities.
 - (c) If and as requested by the Lessee, to apply any insurance monies recovered by it by reason of damage to, or destruction of, the buildings either to payment of the cost of repairing, restoring and rebuilding of the damaged property, or in prepayment of the monies, or any part thereof, payable under this Agreement, or, in the Lessee's discretion, partly in one way and partly in the other.
 - (d) That it shall permit the Lessee to peaceably hold and enjoy the demised premises during the term hereby granted and any extension thereof without any interruption of or by the Lessor or any person lawfully claiming through, under or in trust for it.
 - (e) That it will prior to the execution of these presents furnish the Lessee with a recent sketch

of survey and description of the demised premises by an Ontario Land Surveyor, and also of an access route for right of way purposes to the nearest, or most convenient, public street.

- (f) That it will not, during the term of this Agreement and any extension thereof, use the said residential accommodation for any purpose other than a student housing project within the meaning of Part VI(A) of The National Housing Act, 1954, as amended, without the prior consent in writing of the Lessee, provided that in no case will the said residential accommodation be used for any purpose other than one which is in connection with, and for the purposes of, the Lessor university within the meaning of Section 4(4) of The Assessment Act, R.S.O. 1960.
- (g) That it will not, in the letting of any unit of residential housing accommodation in the said housing project, discriminate against any person by reason of race, colour, religion or origin.

11. The Lessee covenants with the Lessor that at the determination of the term herein demised or any renewal thereof, and after all sums payable herein under clauses 2 and 3 and as set forth in Schedule "D-1" varied by Schedule "D-3" have been paid in full, it will yield up to the Lessor the said land, building and all appurtenances and fixtures pertaining thereto.

12. Provided that either the Lessee or the Lessor shall, at their respective options have the privilege of renewing this Lease for two consecutive five year terms following the expiration of the term herein set out, on the same terms and conditions, save for the rent and the other sums stipulated to be payable hereunder which shall be renegotiated prior to

the beginning of each such five year renewal term, and shall consist of any sums which have not previously been repaid by the Lessor to the Lessee, or which may subsequently be incurred by the latter as part of the cost of the works.

It is the intent herein that the amounts so payable under this Lease and under any renewal term or terms hereof shall be sufficient for the Lessee to recover in full all costs, expenses and other outlays incurred and made by it in connection with the project and comprising both the cost of the works, as herein defined, and any other costs which it has incurred during the period during which this Lease and any renewals thereof shall have been in force and which under these presents should, or ought properly to have been, borne by the Lessor.

13. In the event of default in the payment of any instalment or any other monies payable hereunder as set forth in Schedule "D-1" as varied by Schedule "D-3", or upon breach of any covenant or agreement herein contained, in addition to any other remedy available to the Lessee under these presents, the Lessee may require that the entire cost of the works together with interest and any other sums paid by the Lessee in connection with the said student housing project as determined by the Lessee shall, at the option of the said Lessee, forthwith become due and be payable.

14. It is agreed that neither the destruction of the building in whole or in part, nor the expropriation of the premises or any part thereof under the power of eminent domain by any public or quasi-public authority, nor the occurrence of any other circumstances which renders the building of limited or no further use for the purpose for which it was intended under these presents, shall relieve the Lessor of its obligation to pay to the Lessee those sums as provided

in clauses 2 and 3 hereof, and as set out in Schedules "D-1" and "D-3" hereto.

15. The Lessor shall at all times facilitate entry by the Lessee and all persons by or under its authority at reasonable times to examine the state and condition of the premises and every part thereof, and the Lessee may thereupon serve upon the Lessor notice in writing specifying any repairs necessary to be done or other matters requiring attention under the terms of this Agreement. Should the Lessor fail to observe the terms of the notice within fifteen (15) days, the Lessee may itself perform same and add the cost of so doing to the annual payment which it shall collect from the Lessor under clauses 2 and 3 hereof.

16. Neither party hereto shall assign, sublet, convey or otherwise alienate their right, title or interest in or to the demised premises or any part thereof without the consent of the other party in writing having first been obtained.

17. In the event of any dispute occurring between the parties concerning the interpretation of, or any matter arising from, this Agreement such dispute shall be determined by the Ontario Department of University Affairs whose decision on the matter shall be final and binding upon the parties.

18. Any notice or written communication hereinbefore or by statute required to be served on or delivered to either party shall be sufficiently served if sent by prepaid registered post to the Lessor at:

Sudbury, Ontario

and to the Lessee at: 188 University Avenue,
Toronto 1, Ontario

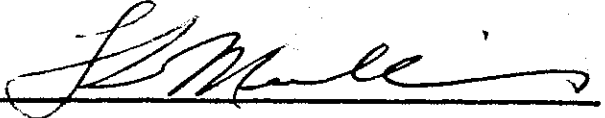
Such addresses may be changed from time to time by either

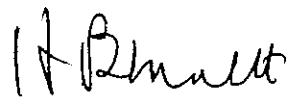
- Page 13 -

party serving notice as above provided.

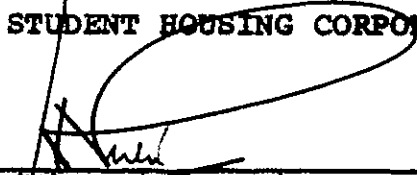
IN WITNESS WHEREOF the parties hereto have hereunder
affixed their corporate seals under the hands of their proper
signing officers duly authorized in that behalf.

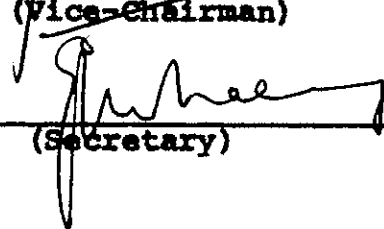
LAURENTIAN UNIVERSITY OF SUDBURY



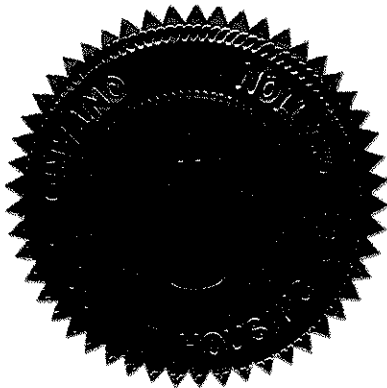


ONTARIO STUDENT HOUSING CORPORATION



(Vice-Chairman)


(Secretary)



SCHEDULE "A" TO

INDENTURE DATED

September 12th

, 1969.

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY

- and -

ONTARIO STUDENT HOUSING CORPORATIONLAND DESCRIPTION

THAT Part of Lot 3 in the Second Concession of the Township of McKim, in the City of Sudbury, in the District of Sudbury, and being designated as PART 1 on a plan of survey of record in the Office of Land Titles at Sudbury as SR-2425.

TOGETHER WITH A RIGHT-OF-WAY for all those now and hereafter entitled thereto, over, along and upon that part of aforesaid Lot 3 in the Second Concession of the Township of McKim and being designated as PART 1 on a plan of survey of record in the said Office of Land Titles at Sudbury as SR-525.



SCHEDULE "B" TO

INDENTURE DATED

September 12th

, 1969.

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY

- and -

ONTARIO STUDENT HOUSING CORPORATIONPLANS AND SPECIFICATIONSDRAWINGS:- (Elmar Tampold, J. Malcolm Wells, Architects)
Project No. 478ARCHITECTURAL

Sheet No.	1	Site Plan - Room Finish Schedule - Door Schedule
" "	2	Floor Plans
" "	3	North and West Elevations
" "	4	South and East Elevations
" "	5	Penthouse Plans - Building Sections
" "	6	Typical Floor Plan and Alternates Senior Don's Suite Floor Plan
" "	7	Stair Sections - Elevator Machine Rm. Sections
" "	8	Plan Sections and Details
" "	9	Wall Sections
" "	10	Building Sections - Stair No. 3 Details Window Elevations
" "	11	Typical Reflected Ceiling Plans 2nd to 10th Floors inclusive
" "	12	Ground Floor Plan
" "	13	First Floor Plan

STRUCTURAL (E. N. Onen and Associates Ltd., Structural Engineers)
Project No. 478/312

Sheet No.	S1F	Foundation Plan
" "	S2	Sections thro' Grid Lines for Foundation Excavation
" "	S3	Floor Framing Plan
" "	S4	Vertical Frames - 1, 2, 3, 4, 5 & 6
" "	S5	Vertical Frames - 7 & 8
" "	S6	Vertical Frames - D, F, J & A
" "	S7	R. C. Wall Elevations and Sections

ELECTRICAL (Ellard-Willson and Associates Limited, Professional
Engineers - Project No. 478)

Sheet No.	E1	Electrical Plot Plan Panel Schedule, Single Line Diagram
" "	E2	Electrical Ground and Roof Plan's Lighting and Power
" "	E3	Electrical First Floor Lighting and Power
" "	E4	Electrical - Floors 2, 4, 6, 8, 10 - Lighting and Power
" "	E5	Electrical - Floors 3, 5, 7, 9, 11 - Lighting and Power Emergency Lighting - Riser Diagram
" "	E6	Electrical - Intercom, Telephone and Fire Alarm Riser Diagrams

MECHANICAL (Ellard Willson and Associates Limited, Professional
Engineers - Project No. 478)

Sheet No.	PD1	Plumbing and Drainage - Foundation Plan
" "	PD2	Plumbing and Drainage - Floor Plans
" "	PD3	11th Floor Plan - Plumbing and Drainage
" "	PD4	Plumbing and Drainage - Riser Diagrams
" "	PD5	Plumbing and Drainage - Roof Plan and Details
" "	HV1	Heating and Ventilation - Floor Plans
" "	HV2	Heating and Ventilation - Top Floor Plan

AdH

M

JW

(cont/d...)

MECHANICAL (Ellard Willson and Associates Ltd.,)

Sheet No.	HV3	Heating and Ventilation - Hot Water Heating Riser Diagram
" "	HV4	Heating and Ventilation - Ventilation Riser Diagram and Schedules
" "	HV5	Heating and Ventilation - Mechanical Room and Details

AMENDED DRAWINGS which are subject to approval by both Ontario Student Housing and Central Mortgage and Housing Corporation

ELECTRICAL (Ellard Willson and Associates Ltd., Professional Engineers - Project No. 478)

Sheet No.	E1	Electrical Plot Plan, Panel Schedule, Single Line Diagram
" "	E2	Electrical Ground and Roof Plan's Lighting and Power
" "	E6	Electrical - Intercom, Telephone and Fire Alarm Riser Diagrams

MECHANICAL (Ellard Willson and Associates Limited, Professional Engineers - Project No. 478)

Sheet No.	PD5	Plumbing and Drainage - Roof Plan and Details
" "	HV1	Heating and Ventilation - Floor Plans
" "	HV4	Heating and Ventilation - Ventilation Riser Diagram and Schedules
" "	HV5	Heating and Ventilation - Mechanical Room and Details

SPECIFICATIONS AND SUPPLEMENTARY SPECIFICATIONS

Elmar Tampold, J. Malcolm Wells, Architects - The specification for Laurentian University, single student housing, Sudbury, Ontario, together with amendment No. 1 thereto dated December 2nd, 1968, Project No. 478 and bearing approval of Ontario Student Housing Corporation Chief Architect under dates November 27th, 1968 and December 3rd, 1968.

Ellard Willson and Associates Limited, Consulting Mechanical and Electrical Engineers - Mechanical Specifications for Heating and Ventilation and Plumbing and Drainage and also Electrical Specification - Project 478.

Central Mortgage and Housing Corporation N.H.A. Outline Specification for Laurentian University, Sudbury, Ontario dated July 9th, 1968.

Central Mortgage and Housing Corporation Correction Sheet dated December 5th, 1968 - File No. 585-U-4.

Ontario Housing Corporation Correction Sheet - Corrections 1 to 30.

Supplementary Specifications (Schedule 'A' to Call for Development Proposals).

Residential Standards Canada 1965 - Supplement No. 5 to the National Building Code of Canada for N.H.A. use.

Addendum No. 1 to Specifications of Messrs. Tampold and Wells, Pages 1 to 14 dated March 19th, 1969.

CLL

W

ELW

SCHEDULE "C" TO

INDENTURE DATED

September 12th

, 1969.

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY

- and -

ONTARIO STUDENT HOUSING CORPORATIONCOMPLETION DATE

The entire project shall be fully completed and available for occupancy by the 1st day of May 1970, as certified by the Chief Engineer.



SCHEDULE "D" TO

INDENTURE DATED

September 12th

, 1969.

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY

- and -

ONTARIO STUDENT HOUSING CORPORATIONSCHEDULE OF ESTIMATED COST OF PROJECT

Total Cost Price (Rubin Corporation Limited)	\$ 1,403,840
Interest charges on loan advances by C.M.H.C. during construction	72,649
Title and Recording Fee	500
Management fee and organization expenses of Ontario Student Housing Corporation	13,100
Project Supervision and Consulting Fee	20,000
C.M.H.C. loan application fees	2,730
Estimated Total Project Cost	<u>\$ 1,512,819 *</u>

* The above total estimated project cost does not include:-

- (1) Rebates of Provincial and Federal sales and excise taxes; and
- (2) Capital contribution from Laurentian University through the Ontario Universities Capital Aid Corporation; and
- (3) Net rental revenue received by the University from partial occupancy of the residences prior to final completion date of project, and which will be remitted by the University to Ontario Student Housing Corporation,

all of which amounts shall, when received, be deducted from the final project cost and the semi-annual repayments set forth in Schedule "D-1" hereto shall be adjusted accordingly to the amounts which will be shown in Schedule "D-3" to be annexed to this Agreement after the project has been closed as to capital cost.

SCHEDULE "D-1" TO

INDENTURE DATED

September 12th

, 1969.

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY

- and -

ONTARIO STUDENT HOUSING CORPORATIONSCHEDULE OF PAYMENTS

The Lessor shall pay to the Lessee semi-annually the sum of \$ 54,010 on the 1st days of June and December in each year for a period of 50 years following the date of substantial completion of the project, the first of such payments to become due and be payable on the and the last payment on the

Always provided that should the time of substantial completion of the project occur at a date either prior to or later than the first payment date above set forth, the first payment shall be advanced or postponed to the payment date next following the date of actual substantial completion, and all other payments either advanced or postponed accordingly, it being the intent therein that there shall be 100 payments made in all.

The said semi-annual payment figure is arrived at as follows:

Federal loan \$ 1,361,537 repayable at 6 7/8% interest per annum	-	\$ 48,453
Provincial loan \$ 151,282 repayable at 7 1/8% interest per annum	-	5,557
		\$ 54,010

It is understood that the amount of the said semi-annual payment s will be adjusted after the end cost of the work is known and the tax rebates, capital contribution and remission of net rents referred to in the footnote to Schedule "D" received, and that the revised semi-annual payment will then be set forth in Schedule "D-3" which will be annexed to this Agreement.

EW

SCHEDULE "D-2" TO

INDENTURE DATED

September 12th

, 1969.

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY

- and -

ONTARIO STUDENT HOUSING CORPORATION

Schedule of Contribution to be provided by the Lessor
through the Ontario Universities Capital Aid Corporation.

EW

THIS LICENCE, made in duplicate, this day of
 , A.D. 19 69.

B E T W E E N:

LAURENTIAN UNIVERSITY OF SUDBURY
(hereinafter called "the Licencor")

OF THE FIRST PART

- and -

ONTARIO STUDENT HOUSING CORPORATION
(hereinafter called "the Licencee")

OF THE SECOND PART

WHEREAS the Licencor has requested the Licencee to provide residential housing accommodation for students and their families attending its University, upon the lands ~~hereinafter~~ to the preceding Indenture attached described in Schedule "A"/hereto, which are owned by the Licencor,

AND WHEREAS the parties hereto have entered into an Agreement dated the _____ day of _____, A.D. 19 69, whereby the Licencor herein has irrevocably leased and demised unto the Licencee the said lands described in Schedule "A" hereto, for a term of fifty (50) years from the 15th day of August _____, A.D. 19 69, or the date of issuance of a Certificate of Substantial Completion of the said residential housing accommodation for students and their families by the Chief Engineer of the Licencee, whichever shall be the later,

AND WHEREAS, for the purpose of executing and carrying out the construction of the said residential housing accommodation, the Licencee has requested the Licencor to grant it this Licence, and the said Licencor has agreed to grant such Licence upon the terms and subject to the conditions hereinafter expressed:

NOW THIS DEED WITNESSETH as follows:

1. The Licencor hereby irrevocably grants unto the Licencee, its servants, agents and contractors, an exclusive licence to execute in and upon the premises described in Schedule "A"/hereto, the work as **to the Indenture attached** of the said Indenture attached described in Schedule "B"/hereto, being the construction of a student housing project, in conformity with the plans and specifications set out in the said Schedule "B", during the period commencing with the date hereof and concluding with the date commencement of the term of lease as set out in the hereinbefore referred to Agreement between the parties, dated the 12th day of September, A.D. 1969.

IN WITNESS WHEREOF the Licensor has hereunto affixed its Corporate Seal under the hands of its proper signing officers duly authorized in that behalf.

LAURENTIAN UNIVERSITY OF SUDBURY

Per

Per

Per

This is **Exhibit “LL”**, referred to in the

Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to be 'M. B. Haché', written in a cursive style.

A Commissioner for taking Affidavits, etc.

THIS INDENTURE made in duplicate this *8th* day
of *November*, AD1973.

B E T W E E N:

LAURENTIAN UNIVERSITY OF SUDBURY
(hereinafter called "the Lessor")

OF THE FIRST PART

- and -

ONTARIO STUDENT HOUSING CORPORATION
(hereinafter called "the Lessee")

OF THE SECOND PART

WHEREAS by Order-in-Council OC-3417/66 dated the 18th day of August, A.D. 1966, the Lieutenant-Governor in Council has constituted the Lessee a body corporate and politic pursuant to subsection 2 of section 6 of the Housing Development Act, on behalf of Her Majesty in Right of Ontario, for the purpose of developing housing projects for students and their families, and

WHEREAS pursuant to the said Order-in-Council, the Lessee, with the approval of the Lieutenant-Governor in Council, may enter into agreements to develop housing projects, and

WHEREAS the Lessor has requested the Lessee to provide residential housing accommodation for 129 married and 392 single students attending its university upon the lands and premises hereinafter described in Schedule "A" hereto, which are owned by the Lessor, and

WHEREAS by Orders-in-Council 2708/71 and 17/72 dated the 8th day of February 1971 and the 5th day of January 1972 respectively, the Lessee has been authorized to enter into agreements, including mortgages or other security with Central Mortgage and Housing Corporation for financing purposes, for the provision by the Lessee of the said

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residential housing accommodation for married and single students at the Lessor University, known as Ontario Student Housing Corporation Project Nos. 2 and 3 for the Laurentian University, and

WHEREAS the Lessee has entered into agreements with Central Mortgage and Housing Corporation dated the 6th day of January and the 8th day of February 1972 respectively, wherein the latter has agreed to make loans to it pursuant to the provisions of Section 47 of the National Housing Act, RSC 1970, to assist in financing the construction of the said student housing project, and

WHEREAS the Lessee has agreed to lease the said land in Schedule "A" from the Lessor, and to construct the said residential housing accommodation thereon upon the terms hereinafter set forth, and

WHEREAS the Lessor has on the 26th day of May, A.D. 1972, by resolution of its Board of Governors authorized the entering into of this Lease Indenture and Agreement by the execution thereof under its corporate seal by its duly authorized and appointed officers, and

WHEREAS the Lease Indenture is granted for the sole purpose of securing the payments provided for in paragraphs 2 and 3 hereof.

NOW THEREFORE THIS INDENTURE WITNESSETH that the Lessor, in consideration of the expenses to be incurred by the Lessee in the construction of the said student housing project which is hereinafter more particularly described, and of the rents and covenants on the part of the Lessee hereinafter reserved and contained, doth hereby irrevocably demise and let unto the Lessee:

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Township of McKim in the City of Sudbury in the District of Sudbury and Province of Ontario which is more particularly described in Schedule "A" hereto.

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TO HAVE AND TO HOLD the said demised premises for the sole and exclusive use of the Lessee for and during the term of fifty (50) years, to be computed from the 15th day of August, 1973, or from the issuance of a Certificate of Substantial Completion of the said residential housing project by the Chief Engineer of the Corporation, whichever shall be the later, and from thenceforth next ensuing and fully to be complete and ended on the 14th day of August, 2023.

YIELDING AND PAYING therefore at the commencement of the term hereof and at the commencement date of any renewal unto the Lessor, its successors and assigns, the sum of Fifty Dollars (\$50.00) to be paid in advance on or before the issuance of the Certificate of Substantial Completion above referred to, and on the extension date, if any.

1. The Lessee covenants with the Lessor that it will immediately commence construction at its own expense, save as specifically hereinafter mentioned, upon the demised premises, of a student housing project and appurtenances for married and single students attending the University in accordance with plans and specifications which have been approved by each of the parties hereto and by Central Mortgage and Housing Corporation and are more particularly referred to in Schedule "B" hereto, and to carry out the same with reasonable diligence and in a good and workmanlike manner. Subject to strikes, labour disputes, weather conditions and other delaying factors which are beyond the Lessee's control, the Lessee covenants to fully complete the said project in a condition ready for occupancy on or before the completion dates which are stipulated in Schedule "C" hereto. In constructing the said student housing project, the Lessee shall comply with all local zoning and building by-laws and other applicable by-laws, regulations, statutes and enactments imposed by government authorities.

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2. The cost of the works shall be as estimated in Schedule "D" which is attached hereto and which is subject to such adjustments as may be rendered necessary after the project has been completed and the end costs known. Such adjustments will be set forth in Schedule "D-3", which will be annexed to this Agreement at that time. The Lessor shall repay the Lessee for the cost of the works in semi-annual payments which shall commence after the completion of the said student housing project and shall continue to be payable semi-annually during the term of this demise, in the amounts, and on the dates, which are set forth in Schedule "D-1" hereto, it being understood, however, that such amounts will also be adjusted in the said Schedule "D-3" to be annexed to this Agreement after completion of the project in order to reflect the cost of the works as finally determined.

3. It is also understood and agreed that the cost of the works shown in Schedules "D" and "D-3" and the payments shown in Schedule "D-1" do not and shall not, however, take into account any part of the cost of the items which are listed in Schedule "D-2" hereof, it being agreed that such items will be provided entirely at the cost of the Lessor university without contribution or assistance from the Lessee. In particular, it is agreed that the Lessor University will, as indicated in said Schedule "D-2", contribute a sum not exceeding \$281,719.00 toward the capital cost of the project, the exact amount of such contribution to be established during the latter stages of construction of the project when it is known how much additional funds will be required to complete same over and above the authorized amount which has been committed to the project by the Lessee Corporation, and when it is possible to project what debits and credits are to be taken into account arising from change orders and other savings during the work and also from federal sales tax rebates. It is understood that the Lessor University's

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contribution will be offset and reduced by the amounts of such change orders and sales tax credits, but that any change orders requested by the Lessor University and approved by the Lessee which increase the basic contract price under the Lessee's building contract, will correspondingly increase the amount of the University's contribution under the said Schedule "D-2". The Lessee Corporation will notify the Lessor University at least 30 days in advance of the time when payment of the Lessor's contribution is required to be made and should the Lessor University fail to advance the monies by the date required, interest calculated at the rate of 8% per annum will be charged by the Lessee on all sums that it is required to advance on its own account by reason of such failure.

4. No major changes by way of altering, adding to or deducting from the work may be made without the approval of the Chief Engineers of both the Lessor and the Lessee and such approved changes shall also be included in the said Schedule "D-3" to be appended to this Agreement and reflected in the revised semi-annual payments to be therein set forth.

Schedule "D-3" will also reflect all revenues from occupancy of the project prior to final completion thereof which are remitted by the Lessor to the Lessee after deduction of operating and maintenance costs. Interest at the rate of 8% per annum may be charged by the Lessee to the Lessor on all overdue payments under Schedule "D-1" as varied in Schedule "D-3".

5. In addition to making the payments set forth in Schedule "D-1" as varied in Schedule "D-3" hereof and to providing the items listed in Schedule "D-2", the Lessor shall, at all times during the term of the Lease, maintain an adequate reserve fund to meet major capital expenditures for repairs and replacements to the student housing project.

6. Wherever the term "cost of the works" is used to this Indenture, it shall be deemed to mean and include all sums

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paid or payable and all liabilities now or hereafter incurred by the Lessee in connection with the construction of the student housing project and other improvements to the demised premises, including but not limiting the same to all fees and charges for necessary site services, surveys and test borings, the cost of grading and paving, all lawyers', architects' and engineers' fees and fees of other consultants, fees for permits and licenses, the cost of demolition preceding any construction, all amounts paid or payable for labour, materials, and services of every kind and nature whatsoever used in connection with such improvements, including supervisory services, all amounts paid or payable for fixtures of every kind and description, all furniture, equipment and appliances agreed to be supplied, Central Mortgage and Housing Corporation loan application fees, repayments of principal and interest on monies borrowed for the project including all adjustments of interest charged on advances made by Central Mortgage and Housing Corporation and the Province of Ontario, all organizational and management fees of the Lessee, all amounts paid or payable for Workmen's Compensation, public liability, fire, boiler and other types of insurance which the Lessee may reasonably be expected or required to carry, also all social security and unemployment insurance payments which the Lessee may reasonably be expected or required to carry, also all social security and unemployment insurance payments which the Lessee or its contractors may be required to make in connection with and during the work of or incidental to such improvements, saving and exception however all sums of monies paid or payable, and all liabilities now or hereafter incurred, in providing the items listed in Schedule "D-2" hereof, unless said sums of monies are paid by the Lessee.

7. The Lessor shall have the privilege of prepaying either the entire cost of the works as set forth in Schedule "D-3", or the principal portions of any consecutive number of the payments referred to in the said Schedule at any time during the term of this demise without bonus upon giving the

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Lessee at least four (4) months notice in writing of its intention of so doing and the payment dates of all remaining installments and of the balance owing hereunder shall be accelerated accordingly. Provided always, however, that the payment of all due interest, arrears of interest or other payments due hereunder shall be a condition precedent to the exercise of this privilege.

8. The Lessor shall admit and let the dwelling accommodation contained in the said student housing accommodation to be constructed to student tenants or lodgers, and may charge and collect such rents, fees, and other charges for same as they may in their absolute discretion deem advisable, and may also make and enforce such rules and regulations for the maintenance of order, discipline, safety, cleanliness and good management of the residence as they see fit.

9. The Lessor shall not be accountable to the Lessee for matters pertaining to the said letting of accommodation, or for rents received unless and until they have failed for a period of fifteen (15) days to make any of the semi-annual payments required to be made under Clauses 2 and 3, or to keep the premises in a proper state of repair as hereinafter provided, in either of which events the Lessee may, upon written notice, forthwith assume conduct of admitting students and collecting rents, and of generally operating, managing and maintaining the premises, using the rental revenue derived therefrom, until the said semi-annual payments are again brought into good standing and/or the premises brought into a proper state of repair. The Lessor shall upon the occurrence of such default produce upon request for the inspection and audit of the Lessee, its servants and agents, all books,

records, accounts and other documents relating to the management and letting of the student housing project.

10. The Lessor shall at its own expense and without notice or request keep and maintain the premises and appurtenances and any improvements or additions which may be affected thereto in good and substantial repair and condition, and will also clean and redecorate the building both inside and outside at reasonable intervals. The Lessor shall bear all costs and be entirely responsible for managing, operating and maintaining the said student housing project. Without limiting the generality of the foregoing the Lessor's responsibilities under this clause will include as well the following:

- (a) Rectifying any condition caused by acts of waste committed by the occupants or other persons using the building.
- (b) Replacing or reconditioning as needed the mechanical and electrical systems and installations, heating plant and apparatus, elevators and laundry, kitchen and garbage disposal equipment.
- (c) Supplying and replacing loose furnishings and other equipment, drapes and carpeting in all areas in the building where it is required, cleaning and repairing same from time to time, and replacing other such articles as become worn out, lost, stolen, damaged or destroyed.
- (d) Repairing damage to the building whether caused by wear and tear or otherwise.
- (e) Defraying all charges for fuel, electricity, water, gas, telephone and other utilities used in the building.
- (f) Defraying taxes, rates, levies, duties, assessments and other impositions that may be charged against the premises, or any part thereof by any municipal, parliamentary or other governmental body during the term of this demise, including local improvement rates and works which are assessed upon the property benefited thereby.

- (g) Maintenance and upkeep of lawns, gardens, fences, screens, bridges, walkways, access roads, retaining walls, sewers, waterlines, service tunnels, and parking lots used in connection with the building.
- (h) The cost of insuring the said student housing project in the joint names of the Lessor and the Lessee against loss or damage by fire and standard extended perils for the full insurable value thereof in lawful money of Canada from the date of occupancy and keeping the same so insured until the end of the term of this Indenture and any renewal thereof. The Lessor shall deliver the policy or policies of insurance to the Lessee and also all proofs of renewals thereof, as requested.
11. The Lessor also covenants with the Lessee:
- (a) To maintain both comprehensive general liability insurance and boiler insurance covering the premises in a form and amount acceptable to the Lessee and to save the Lessee harmless from any and all claims for bodily injury, death or property damage which may arise from circumstances occurring in or about the premises herein demised.
- (b) To join and co-operate with the Lessee, when requested, in applying for any building or other permit, licence, or permission or for any service easement which may be required by local and/or governmental authorities, or by any public utility company.
- (c) To apply any insurance monies recovered by it by reason of damage to, or destruction of, the building(s) either to payment of the cost of repairing, restoring or rebuilding the damaged property in accordance with plans and specifications which have first been approved by the Lessee and by Central Mortgage and Housing Corporation or in pre-payment of the monies, or any part thereof, payable under this agreement, or, in the Lessor's discretion, partly in one way and partly in the other. Always provided,

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however, that if the insurance monies are not sufficient to defray all the costs of reconstruction, the Lessor will provide the additional monies required, failing which the Lessor must elect to prepay the monies owing under this agreement.

- (d) That it shall permit the Lessee to peaceably hold and enjoy the demised premises during the term hereby granted and any extension thereof without any interruption of or by the Lessor or any person lawfully claiming through, under or in trust for it.
- (e) That it will prior to the execution of these presents furnish the Lessee with a recent sketch of survey of the demised premises by an Ontario Land Surveyor.
- (f) That it will not, during the term of this Agreement and any extension thereof, use the said residential accommodation for any purpose other than a student housing project within the meaning of Part VII of the National Housing Act, R.S.C. 1970, without the prior consent in writing of the Lessee.
- (g) That it will not, in the letting of any unit of residential housing accommodation in the said housing project, discriminate against any person by reason of race, colour, religion or place of origin.

12. The Lessor shall at all times facilitate entry by the Lessee and all persons by or under its authority at reasonable times to examine the state and condition of the premises and every part thereof, and the Lessee may thereupon serve upon the Lessor notice in writing specifying any repairs necessary to be done or other matters requiring attention under the terms of this Agreement. Should the Lessor fail to observe the terms of the notice within fifteen (15) days, the Lessee may itself perform same and add the cost of so doing to the annual payment which it shall collect from the Lessor under Clauses 2 and 3 hereof.

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13. It is the intent herein that the amounts so payable under this Lease and under any extended term or terms hereof shall be sufficient for the Lessee to recover in full all costs, expenses and other outlays incurred and made by it in connection with the project and comprising both the cost of the works, as herein defined, and any other costs which it has incurred during the period which this Lease and any extensions thereof shall have been in force and which under these presents should, or ought properly to have been, borne by the Lessor.

14. In the event of default in the payment of any installment or any other monies payable hereunder as set forth in Schedule "D-1" as varied by Schedule "D-3", or upon breach of any covenant or agreement herein contained, in addition to any other remedy available to the Lessee under these presents, the Lessee may require that the entire cost of the works together with interest and any other sums paid by the Lessee in connection with the said student housing project as determined by the Lessee shall, at the option of the said Lessee, forthwith become due and payable.

15. It is agreed that neither the destruction of the building in whole or in part, nor the expropriation of the premises or any part thereof, under the power of eminent domain by any public or quasi-public authority, nor the occurrence of any other circumstance which renders the building of limited or no further use for the purpose of which it was intended under these presents, shall relieve the Lessor of its obligation to pay to the Lessee those sums as provided in Clauses 2 and 3 hereof, and as set out in Schedules "D-1" and "D-3" hereto.

15. Either the Lessee or the Lessor shall, at their respective options have the privilege of extending this Lease for two consecutive five year terms following the expiration of the term herein set out, on the same terms and conditions, save for the rent and other sums stipulated to be payable

hereunder which shall be re-negotiated prior to the beginning of each such five year extended term, and shall be based upon any sums which have not previously been repaid by the Lessor or the Lessee, or which may be subsequently incurred by the latter as part of the cost of the works.

17. Upon payment to the Lessee of the full cost of the works with interest and other charges referred to herein, whether at the end of the demised term or any extension thereof or upon pre-payment of such amounts pursuant to the provisions of Clauses 7 or 14, the Lessee shall yield up the lands and premises herein demised and all buildings and improvements thereon and the same shall revert to, and become the property of, the Lessor.

18. Neither party hereto shall assign, sublet, convey or otherwise alienate their right, title or interest in or to the demised premises or any part thereof without the consent of the other party in writing having first been obtained.

19. In the event of any dispute occurring between the parties concerning the interpretation of, or any matter arising from, this Agreement, such dispute shall be submitted to a single arbitrator pursuant to the Arbitrations Act of Ontario, such arbitrator to be chosen by the parties from among the officials of the ~~Department of Colleges and Universities~~ ^{Ministry of Colleges and Universities}, whose decision on the matter shall be final and binding upon the parties.

20. Any notice or written communication hereinbefore or by statute required to be served on or delivered to either party shall be sufficiently served if sent by prepaid registered post to the Lessor at Sudbury, Ontario, and to the Lessee at 101 Bloor Street West, Toronto 5, Ontario, Such addresses may be changed from time to time by either party serving notice as above provided.

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IN WITNESS WHEREOF the parties hereto have hereunder
affixed their corporate seals under the hands of their proper
signing officers duly authorized in that behalf.

LAURENTIAN UNIVERSITY OF SUDBURY

Edward Monahan
Donald Obojwin

ONTARIO STUDENT HOUSING CORPORATION

[Signature]
(for vice-chairman)
[Signature]
Corporate Secretary

SCHEDULE "A" TO
INDENTURE DATED *November 8*, 1973.

B E T W E E N:

LAURENTIAN UNIVERSITY of Sudbury

- and -

ONTARIO STUDENT HOUSING CORPORATION

LAND DESCRIPTION

THAT PART of Lot 3, Concession 2, in the Township of McKim, in the City of Sudbury, in the District of Sudbury, and being designated as parts 1 and 2 on a Plan of Survey of Record in the Office of Land Titles at Sudbury as 53R-4690.

TOGETHER WITH A RIGHT-OF-WAY for all those now and hereafter entitled thereto, over, along and upon that part of the aforesaid lot 3 in the 2nd Concession of the Township of McKim and being designated as Part 1 on a Plan of Survey of Record in the said Office of Land Titles at Sudbury as SR-525.

SCHEDULE "B" TO

INDENTURE DATED

November 8,

1973.

B E T W E E N:

LAURENTIAN UNIVERSITY of Sudbury

- and -

ONTARIO STUDENT HOUSING CORPORATION

ARCHITECTURAL

Elmar Tampold and J. Malcolm Wells

1. Dimensional Layout Roof Plan
2. Contour Drawing
3. Low Rise. East Wing Foundation Plan
4. Low Rise. Centre Wing Foundation Plan
5. Low Rise West Wing Foundation Plan
6. Low Rise East Wing Ground Floor Plan
7. Low Rise Centre Wing Ground Floor Plan
8. Low Rise East Wing Typical Floor Plan
9. Low Rise East Wing Typical Floor Plan
10. Low Rise Centre Wing Typical Floor Plan
11. Low Rise West Wing Typical Floor Plan
12. Low Rise - East Wing Ground Floor Reflected Ceiling Plan
13. Low Rise Centre Wing Ground Floor Reflected Ceiling Plan
14. Low Rise West Wing Ground Floor Reflected Ceiling Plan
15. Low Rise South Elevation
16. Low Rise North Elevation
17. Low Rise Building Section East & West Elevations
18. Low Rise Plan Detail at Vestibule
19. Link No. 1 Details
20. Link No. 2 Details
21. Low Rise Suite Plans
22. Low Rise Suite Plans
23. Low Rise Suite Plans
24. Low Rise Suite Plans
25. Low Rise Wall Sections
26. Low Rise Stair Details
27. Low Rise Kitchen, Bathroom & Closet Elevations
28. Low Rise Details
29. Low Rise Details
30. Low Rise - Schedules Room Finish & Door, Window Elevations
31. High Rise Tower Foundation Plan
32. High Rise Tower Basement Plan
33. High Rise Tower Ground Floor Plan
34. High Rise Tower Typical Floor Plan (2nd to 5th)
35. High Rise Tower Typical Floor Plan (6th to 10th)
36. High Rise Tower 11th Floor Plan
37. High Rise Tower Penthouse Plan & Details
38. High Rise Tower Ground Floor Slab Plan
39. High Rise Tower Typical Floor Slab Plan
40. High Rise Tower South & East Elevations
41. High Rise Tower North & West Elevations
42. High Rise Tower Building Sections
43. High Rise Tower Wall Sections
44. High Rise Tower Stair Details
45. High Rise Tower Kitchen, Bathroom Elevations
46. High Rise Tower Basement Reflected Ceiling Plan.
47. High Rise Tower Schedules Room Finish & Door Window Elevations.

STRUCTURAL

JOHN STEPHENSON AND ASSOCIATES LIMITED

- S1 Foundation Plan East Wing
- S2 Foundation Plan Centre Wing
- S3 Foundation Plan West Wing
- S4 First Floor Framing Plan East Wing
- S5 First Floor Framing Plan Centre Wing
- S6 First Floor Framing Plan West Wing
- S7 2nd and 3rd Floor Framing Plans East Wing
- S8 2nd and 3rd Floor Framing Plans Centre Wing
- S9 2nd and 3rd Floor Framing Plans West Wing
- S10 Roof Framing Plan East Wing
- S11 Roof Framing Plan Centre Wing
- S12 Roof Framing Plan West Wing
- S13 Foundation Sections East, Centre and West Wings
- S14 Foundation Plan Ground Floor Framing Plan
- S15 Typical Floor, Roof, Penthouse Floor and Roof Framing Plans
High Rise
- S16 Foundation Sections High Rise
- S17 Column Schedule High Rise
- S18 Typical Details

MECHANICAL

OKINS, LEIPCIGER, CUPLINSKAS, KAMINER & ASSOCIATES

- M1 Low Rise Ground Floor East Wing (Heating & Ventilating)
- M2 Low Rise Ground Floor Centre Wing (Heating & Ventilating)
- M3 Low Rise Ground Floor West Wing (Heating & Ventilating)
- M4 Low Rise Ground Floor East Wing (Plumbing)
- M5 Low Rise Ground Floor Centre Wing (Plumbing)
- M6 Low Rise Ground Floor West Wing (Plumbing)
- M7 Low Rise 1st & Ground Floors East Wing (Heating, Ventilating & Plumbing)
- M8 Low Rise 1st & Ground Floors Centre Wing (Heating, Ventilating & Plumbing)
- M9 Low Rise 1st & Ground Floors West Wing (Heating, Ventilating & Plumbing)
- M10 Low Rise 3rd Floor East Wing (Heating, Ventilating & Plumbing)
- M11 Low Rise 3rd Floor Centre Wing (Heating, Ventilating & Plumbing)
- M12 Low Rise 3rd Floor West Wing (Heating, Ventilating & Plumbing)
- M13 High Rise Basement Floor (Heating, Ventilating & Plumbing)
- M14 High Rise Ground Floor (Heating, Ventilating & Plumbing)
- M15 High Rise Typical Floor 2nd to 10th (Heating, Ventilating & Plumbing)
- M16 High Rise 11th Floor Plan (Heating & Ventilating)
- M17 High Rise Riser Diagrams & Schedules Heating, Ventilating & Plumbing).

ELECTRICAL

OKINS, LEIPCIGER, CUPLINSKAS, KAMINKER & ASSOCIATES

- E1 Site Plans and Details
- E2 East Wing Ground Floor Plan
- E3 East Wing Typical Floor Plan
- E4 Centre Wing Ground Floor Plan
- E5 Centre Wing Typical Floor Plan
- E6 West Wing Ground Floor Plan
- E7 West Wing Typical Floor Plan
- E8 High Rise Basement Floor Plan
- E9 High Rise Ground Floor Plan
- E10 High Rise Typical Floor Plan
- E11 Riser Diagrams

SPECIFICATIONS:

Specifications for the construction of a student housing complex at Laurentian University in the City of Sudbury by Dr. Thomas Howarth, Master-Planner; Elmar Tampold and J. Malcolm Wells, Architects, together with pre-contract Addendum A1-3 dated January 25, February 14, and March 24, 1972.

Mechanical Specifications by Okins, Leipziger, Cuplinkas, Kaminkar & Associates Ltd., together with pre-contract Addenda M1-3 dated January 25, February 14 and March 24, 1972.

Electrical Specifications by Okins, Leipziger, Cuplinkas, Kaminkar & Associates Ltd., together with pre-contract Addenda E1-E2 dated January 25 and February 14, 1972.

Call for Tenders together with Instructions to Bidders.

C.M.H.C's Form 1222 Description of Required Corrections (2 sheets) dated December 30, 1971.

National Building Code of Canada with applicable supplements and C.M.H.C's Building Standards.

SCHEDULE "C" TO
INDENTURE DATED *November 8*, 1973.

B E T W E E N:

LAURENTIAN UNIVERSITY of Sudbury
- and -
ONTARIO STUDENT HOUSING CORPORATION

COMPLETION DATES

The 392 units for single students comprising the three-storey walk-up building shall be substantially completed and ready for occupancy by August 15, 1973, and the balance of the said project consisting of the 129 unit high-rise tower for married students shall be substantially completed and ready for occupancy by October 5, 1973, as certified by the Chief Engineer of the Lessee.

SCHEDULE 'D' TO

INDENTURE DATED

November 8,

1973

Between: LAURENTIAN UNIVERSITY of Sudbury

and

ONTARIO STUDENT HOUSING CORPORATION

SCHEDULE OF ESTIMATED COST OF PROJECT

Contract (Ellis Don Limited)		\$ 3,471,619
Architects fees	\$ 225,655	
Furniture	<u>138,600</u>	<u>364,255</u>
Total Construction Cost		3,835,874
Contingency	50,195	
Interest charges on loan advances by C.M.H.C. during construction	174,581	
Title and Recording Fee	1,000	
Management Fee and Organization Expenses of Ontario Student Housing Corporation	32,500	
Project Supervision and Consulting Fee	17,500	
C.M.H.C. Loan Application Fee	6,667	
Cost of stoves and refrigerators	<u>62,895</u>	<u>345,338</u>
Estimated Total Project Cost:		4,181,212 *
Laurentian University Contribution		<u>281,719</u>
Estimated Balance:		<u>\$ 3,899,493</u>

* The above total estimated project cost does not include:

- 1) Rebates of Federal sales and excise taxes; and
- 2) Capital contribution from Laurentian University; and
- 3) Net rental revenue received by the University from partial occupancy of the residences prior to final completion date of project, and which will be remitted by the University to Ontario Student Housing Corporation.

SCHEDULE "D-1" TO

INDENTURE DATED

November 8,

1973

Between:

LAURENTIAN UNIVERSITY of Sudbury

and

ONTARIO STUDENT HOUSING CORPORATION

SCHEDULE OF ESTIMATED PAYMENT

The Lessor shall pay to the Lessee semi-annually the sum of \$ 150,464 on the 1st days of June and December in each year for a period of 50 years following the date of substantial completion of the project, the first of such payments to become due and be payable on the 1st day of December 1973 and the last payment on the 1st day of June 2023.

Always provided that should the time of substantial completion of the project occur at a date either prior to or later than the first payment date above set forth, the first payment shall be advanced or postponed to the payment date next following the date of actual substantial completion, and all other payments either advanced or postponed accordingly, it being the intent therein that there shall be 100 payments made in all.

The said semi-annual payment figure is arrived at as follows:

Federal loan \$3,509,544 repayable at 7½% interest per annual	\$ 135,008
Provincial loan \$ 389,949 repayable at 7-3/4% interest per annum	<u>15,456</u>
	<u>\$ 150,464</u>

SCHEDULE "D-2" TO

INDENTURE DATED

November 8,

1973

BETWEEN:

LAURENTIAN UNIVERSITY of Sudbury

and

ONTARIO STUDENT HOUSING CORPORATION

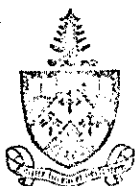
SCHEDULE OF CONTRIBUTION TO CAPITAL COST
TO BE MADE BY THE LESSOR UNIVERSITY

Capital amount to be advanced by the Lessor
when requested by Lessee during final stages
of project to meet final end cost thereof,
not to exceed

\$281,719.00

LAURENTIAN UNIVERSITY

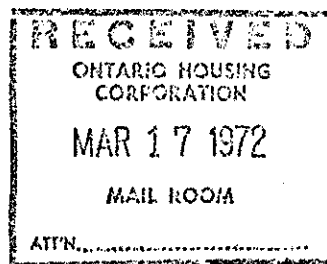
UNIVERSITÉ LAURENTIENNE



SUDBURY, ONTARIO

OFFICE OF THE PRESIDENT
CABINET DU RECTEUR

March 15, 1972.



Ontario Student Housing Corporation,
101 Bloor Street West,
Toronto 181, Ontario.

Attention: Mr. F. J. P. French
Director, Student Housing Development

Gentlemen:

At a meeting of the Board of Governors of Laurentian University held Friday, March 10, 1972, the following resolution was passed:

"WHEREAS Ontario Student Housing Corporation requires an undertaking from Laurentian to meet \$281,719 of the tender cost of the new University Residences and WHEREAS approximately \$86,000 of this will be refunded to the University from Federal Sales Tax, and WHEREAS the University has agreed to meet costs of \$250,000 for Campus Centre space in the pedestrian street in the new Residences,

"RESOLVED that the Board approve a commitment to Ontario Student Housing Corporation to meet \$281,719 of the tender price."

I understand that this is a maximum commitment, that not only will it be reduced by the Federal Sales Tax refund which should be at least \$86,000, but that it may also be reduced by any construction savings which may be agreed to.

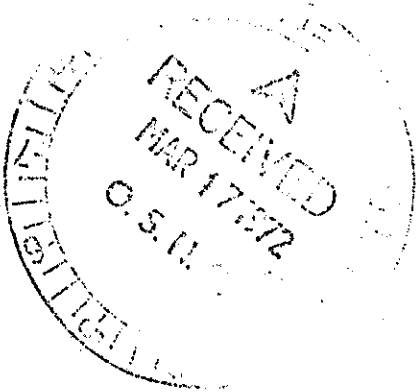
I trust that this is the authority you require to proceed with the award of the contract for these residences.

Yours truly,

LAURENTIAN UNIVERSITY

Hughes Albert
H. Albert,
Academic Vice-President
for
R. J. A. Cloutier,
Acting President.

HA/lv



THIS LICENCE, made in duplicate, this day of
 , A.D. 1973.

B E T W E E N:

LAURENTIAN UNIVERSITY of Sudbury
(hereinafter called "the Licencor")

OF THE FIRST PART

- and -

ONTARIO STUDENT HOUSING CORPORATION
(hereinafter called "the Licencee")

OF THE SECOND PART

WHEREAS the Licencor has requested the Licencee to provide residential housing accommodation for students and their families attending its University, upon the lands hereinafter **to the preceding Indenture attached** described in Schedule "A"/hereto, which are owned by the Licencor,

AND WHEREAS the parties hereto have entered into an Agreement dated the _____ day of _____, A.D. 19____, whereby the Licensor herein has irrevocably leased and demised unto the Licencee the said lands described in Schedule "A" hereto, for a term of fifty (50) years from the **15th** day of **August**, A.D. 19**73**, or the date of issuance of a Certificate of Substantial Completion of the said residential housing accommodation for students and their families by the Chief Engineer of the Licencee, whichever shall be the later,

AND WHEREAS, for the purpose of executing and carrying out the construction of the said residential housing accommodation, the Licencee has requested the Licencor to grant it this Licence, and the said Licencor has agreed to grant such Licence upon the terms and subject to the conditions hereinafter expressed:

- 2 -

NOW THIS DEED WITNESSETH as follows:

1. The Licencor hereby irrevocably grants unto the Licencee, its servants, agents and contractors, an exclusive licence to execute in **to the Indenture attached** and upon the premises described in Schedule "A"/hereto, the work as **of the said Indenture attached** described in Schedule "B"/hereto, being the construction of a student housing project, in conformity with the plans and specifications set out in the said Schedule "B", during the period commencing with the date hereof and concluding with the date commencement of the term of lease as set out in the hereinbefore referred to Agreement between the parties, dated the day of , A.D. 1973 .

IN WITNESS WHEREOF the Licencor has hereunto affixed its Corporate Seal under the hands of its proper signing officers duly authorized in that behalf.

LAURENTIAN UNIVERSITY of Sudbury

Per

Edward Monahan

Per

Donald Obayawin

Per

This is **Exhibit “MM”**, referred to in the

Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to read 'M. B. Haché', is written over a horizontal line.

A Commissioner for taking Affidavits, etc.

Pg 3 of 13

THIS INDENTURE made in triplicate this 12th day of FEBRUARY 1988, in pursuance of The Short Forms of Leases Act:

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY

hereinafter called as "the Lessor"

OF THE FIRST PART

AND: HER MAJESTY THE QUEEN in right of Ontario as represented by the Minister of Government Services for the Province of Ontario

hereinafter called as "the Lessee"

OF THE SECOND PART

WHEREAS the Lessee at the request of the Lessor has agreed to construct a Mines and Minerals Research Facility (hereinafter referred to as the "Centre") on lands referred to in Schedule "A" attached hereto, on property owned by the Lessor at Laurentian University Campus in Sudbury, upon the terms and conditions set out below.

WITNESSETH that in consideration of the premises and in further consideration of the rents, covenants and agreements hereinafter contained on the part of the Lessee to be observed and performed, the Lessor hath demised and leased and by these presents doth demise and lease unto the Lessee the land described in Schedule "A" hereto attached.

2. TO HAVE AND HOLD the said demised land for and during the term of ninety-nine (99) years from and inclusive of the 1st day of January, 1988, and thenceforth next ensuing and fully to be completed and ended.

3. YIELDING AND PAYING therefor during the said term the sum of ONE DOLLAR (\$1.00) of lawful money of Canada on the 1st day of January, 1988, and on the 1st day of January, of each year of the remainder of the term hereby granted, if demanded.

4. THE LESSEE covenants with the Lessor to pay rent.

- 2 -

5. THE LESSOR covenants with the Lessee that if the Lessee duly and regularly pays the said rent, if demanded, and performs all and every the covenants, provisos and conditions herein and on the part of the Lessee to be paid and performed, the Lessor will at the expiration of the said term (at the cost of the Lessee and upon the written request of the Lessee, mailed by registered post or delivered to the Lessor not later than six (6) months before the expiration of the said term) grant to the Lessee a renewal lease of the said lands and premises for a further term of ninety-nine (99) years, at the same rent, and subject to the same covenants, provisos and agreements as are herein contained, and such new lease shall contain all the covenants, provisos and agreements contained in the present lease.

6. PROVIDED that this lease and any renewal thereof shall at the option of the Lessor cease and be void if at any time during the term hereby granted the Lessee shall cease for a period of three years to use the lands and premises as an research facility. In the event of such termination the Lessor shall within a reasonable time thereafter pay to the Lessee the value as of such termination of any building or buildings constructed by the Lessee on the said lands the plans for which have been approved by the Lessor and which building or buildings could be used by the Lessor in the ordinary course for University purposes, such as a residence or classroom building or buildings, but reserving to the Lessor the right not to pay the Lessee for any building or buildings which may duplicate then existing facilities of the Lessor, other than residence or classroom facilities, the said value to be considered for the purposes hereof as the cost of construction or erection thereof, less depreciation calculated on the basis of 4% depreciation per annum, provided that if the Lessor considers that the said building has depreciated at a rate of more than 4% per annum the said value shall be reduced on the basis of a rate of depreciation higher than 4% per annum and if the Lessor and the Lessee cannot agree on such higher rate the rate of depreciation shall be determined by arbitration at the instance of either the Lessor or the Lessee, by the rate of depreciation of the purposes of fixing the said value shall in no event be less than 4% per annum. If the matter of rate of depreciation is submitted to arbitration as aforesaid it shall be determined by the award of three arbitrators, or a majority of these, one to be named by the Lessor and one by the Lessee; and the two arbitrators thus chosen shall forthwith select a third, and their award, or the award of a majority of them shall be final and binding up the Lessor and the Lessee and not open to review in any Court or otherwise howsoever. The expense of the said

- 3 -

arbitration shall be borne equally by the parties hereto. In case of failure of the two arbitrators appointed by the parties hereto to agree upon a third arbitrator, such third arbitrator shall be appointed in accordance with the provision of the Arbitration Act of Ontario by reference to a Judge of the Supreme Court of Ontario. The Lessor and the Lessee agree that, if at the time of such termination the demised lands and any building or buildings to be constructed thereon by the Lessee for which the Lessor has agreed to pay the Lessee the value thereof as hereinbefore set out in the event of such termination are subject to a mortgage, the Lessor shall assume the obligation of such mortgage in respect to any such building or buildings only and to the extent only of the amount which it would be obligated in such event to pay to the Lessee, and any such amount so assumed shall be deducted by the Lessor from the amount to be paid to the Lessee.

7. THE LESSEE covenants with the Lessor that it will during the term of this lease and any renewal hereof keep and maintain in good and proper repair all buildings to be constructed on the demised lands.

8. THE LESSOR and the Lessee agree that those portions of the demised lands and of the remaining lands of the Lessor above a contour level of nine hundred and sixty feet (960') constitute an outstanding topographical feature of the Laurentian University of Subury campus and that to preseve this outstanding feature of the campus for the use and enjoyment of all students and staff members of the Lessor and of the federated of affiliated universities or colleges the Lessor and the Lessee covenant and agree as follows:

- (a) The Lessee covenants that it will not during the term of this lease or any renewal thereof erect any building or structure the foundation of which shall be on land above the said contour level of nine hundred and sixty feet (960').
- (b) The Lessor and the Lessee agree that the said portions of the demised lands above the said contour level of nine hundred and sixty feet (960') may be developed as a landscape area or observation lookout by either the Lessor or the Lessee according to plans to be approved by the Lessor and the Lessee for the use of the Lessor and the Lessee in common with other universities or colleges federated or affiliated with the Lessor.

(c) The Lessor and the Lessee agree that it is desirable that no building to be erected by the Lessee on the demised lands (or by the Lessor on its remaining lands or by any university or college federated or affiliated with the Lessor on the lands demised to it or them by the Lessor) shall exceed in elevation a contour level of nine hundred and seventy feet (970').

(d) The Lessor reserves to itself and its federated or affiliated universities or colleges the right of access to and egress from the said lands above a contour level of nine hundred and sixty feet (960') from and to the lands of the Lessor adjacent to the demised lands over, along and upon a footpath or roadway to be constructed by the Lessor or the Lessee according to plans as to design and location to be approved by the Lessor and the Lessee.

9. THE LESSEE covenants with the Lessor that no part of any building or structure shall be erected closer to the boundary of the demised lands than fifteen feet (15') and that it will not erect any building or buildings or other structure or structures upon the lands hereby demised without the written approval of the Lessor as to site planning and building design first had and obtained, and that it will not remove or make major alterations to or in any of the buildings now or at any time during the currency of this lease or any renewal hereof situate upon the lands hereby demised without the written consent of the Lessor first had and obtained.

10. Before the construction or excavation or any work on the said lands, the Lessee shall have submitted to the Lessor such parts of the detailed plans as relate to the portion of the work which the Lessee proposes to commence.

11. The Centre shall be constructed in all respects in accordance with the attached plans except so far as any requirements thereof shall have been varied by the Lessor.

12. All necessary building permits shall be obtained and all Municipal By-laws and legal regulations pertaining to the work shall be complied with.

13. The work shall be conducted expeditiously in good workmanlike manner and otherwise in accordance with the provisions of this lease.



14. THE LESSEE further covenants with the Lessor that subject to any statutory exemptions which it may enjoy, it will during the term hereby granted pay all taxes, rates, duties and assessments whatsoever whether municipal, parliamentary or otherwise, including municipal taxes for local improvements or works the cost of which is properly assessed upon the property benefited thereby now charged or hereafter to be charged upon the demised premises or upon any buildings or erections thereon or upon the Lessor on account thereof.

15. If during the term of the lease, the Lessee shall need additional land for the purpose of extending or improving the Centre or to carry out any other undertaking ancillary to the Centre, the Lessee shall be entitled to lease from the Lessor any additional lands and parking space on such terms and conditions as may be agreed upon.

16. The Lessor and the Lessee shall contemporaneously with this lease or shortly thereafter execute the following documents:

- a) An easement for a term of 99 years for the purpose of ingress and egress to the Centre, over and along the existing access road during and after construction of the Centre.
- b) A temporary easement on adequate lands for the construction purposes of the parking lot and the Centre.
- c) An agreement providing for snow and ice removal from the access and ancillary roads, parking lots, entrances and exits from the Centre.
- d) An easement for such additional lands as may be required by the Lessee for supplementary or auxiliary access roads to and from the Centre and the parking lot upon such terms and conditions as may be agreed upon.

17. The Lessee shall have the right to sublet or assign the whole or any part of the Centre and the parking lot with the approval of the Lessor which approval shall not be unreasonably withheld if in accordance with Clause 4 of the Memorandum of Understanding.

18. The Lessor shall not construct any building or structure within 50 feet from the Centre without the consent of the Lessee.



19. The Lessee shall have the liberty to change any water course or drainage ditches as may be necessary provided that the Lessee shall be liable for any damage occasioned thereby.

20. The Lessee is entitled to place such signs at the entrance and along the access road and at the Centre as may be necessary, provided that the nature and size of such signs are acceptable to the Lessor.

21. The Lessee shall be entitled to connect its facilities to any existing storm or sanitary sewers and shall reimburse the Lessor for its proportion shared hereof.

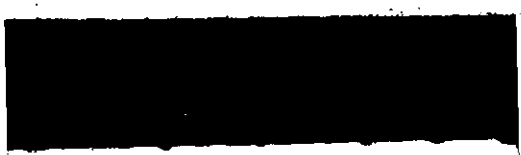
22. The Lessee shall if She finds it convenient to do so build and establish at Her own expense such connecting routes from the Centre to any other building or structure of the Lessee subject to the Lessor's approval.

23. The Lessee shall have the right to sell the Centre as part of a lease back or other financial arrangement.

24. THE LESSEE FURTHER COVENANTS WITH the Lessor that it will not during the term hereby demised or any renewal thereof hew, fell, cut down or destroy or cause or knowingly permit or suffer to be hewed, felled, cut down or destroyed without the consent in writing of the Lessor, any trees that may now or during the said term or any renewal thereof be growing upon the demised premises.

25. AND IT IS HEREBY AGREED that it shall be lawful for the Lessor, its successors and assigns and its agents at all reasonable times during the said term to enter upon the said demised premises to examine the condition thereof and upon notice in writing given to the Lessee, the Lessee will within three calendar months next after such notice well and sufficiently repair and make good accordingly.

26. PROVIDED ALWAYS and it is hereby expressly agreed that in case of the breach of non-performance of any of the covenants or agreements herein contained on the part of the Lessee, the Lessee shall be given six month's notice in writing to remedy



such breach or non-performance and if the Lessee fails to remedy such breach or non-performance within the six months, it shall be lawful for the Lessor, its successors and assigns at any time thereafter into and upon the demised premises or any part thereof re-enter same and to repossess and enjoy as of its former estate, subject to the provisions of paragraph 6 herein contained.

27. The Lessee shall reimburse Laurentian for costs incurred by Laurentian to replace and relocate parking facilities lost as a result of the leasing of lands to the Province to the extent of 250 (two hundred and fifty) parking spaces.

28. If as a result of construction of buildings by the Lessee or relocation of parking facilities, it is necessary to construct new access roads or to alter existing roads, the Province shall be responsible for any costs incurred in this regard. It is understood that the portion of the existing roadway to the Lessor's maintenance building which is on the demised lands may continue to be used by the lessor for such access and in the event the lessee terminates such use, this clause shall apply.

29. The parties agree that for their mutual benefit the existing area at the front entrance to the University currently being developed as an arboretum should be maintained as such. The Lessee agrees to reimburse Laurentian for reasonable charges for maintenance of this area and subject to prior approval by the Lessee to participate with Laurentian in the development of the arboretum.

30. AND THE LESSEE further agrees to observe and fulfil the provision and requirements of all statutes, orders-in-council, by-laws, rules and regulations relating to the use by the Lessee of the said demised premises, plumbing fixtures, drain pipes, sidewalks, areas, streets and lanes connected therewith, and that upon request being made or notice being given by the proper official charged with the enforcement of the said provisions and requirements to the Lessee or to the Lessor in respect of any non-performance or infraction of any such provisions or requirements the Lessee shall immediately comply with the demand contained in such request or demand and in default thereof the Lessor may procure to be done any work necessary to comply therewith and may charge the cost thereof against the Lessee and shall have the same remedies for the recovery of the moneys so paid as if the same were arrears of the rent reserved hereby in respect of the said demised premises.



31. If, after the expiration or termination of this lease, the Lessee shall remain in possession of the demised premises, with or without the consent of the Lessor, or without any further written agreement, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be deemed to be a monthly tenant only, at a rental of ONE DOLLAR (\$1.00) per month, payable in advance on the 1st day of each month, if demanded, and subject in all other respects to the terms of this lease.

32. IT IS HEREBY AGREED that in case any dispute or question shall arise between the Lessor and the Lessee relative to the maintenance of the lands and buildings herein mentioned, or as to matters consequent upon termination hereof, or as to construction of the terms of this lease, such dispute or question shall be referred to the arbitration and determination of three arbitrators, one to be named by each of the parties hereto and the third to be named by the two so appointed; and the award and determination of the said arbitrators shall be final and binding.

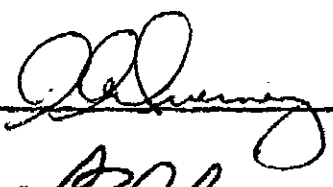
33. Any notice required or contemplated by any provision of this lease shall be given in writing enclosed in a sealed envelope addressed in case of notice to the Landlord to the Vice-President - Administration, Laurentian University, Ramsay Lake Road, Sudbury, Ontario P3E 2C6 and in the cases of notice to the Tenant to Her c/o The Manager, Leasing Services Section, Property Development Division, Ministry of Government Services, Ferguson Block, 77 Wellesley Street West, Toronto, Ontario M7A 1N3 and mailed registered and postage prepaid. The time of giving of such notice shall be conclusively deemed to be the third business day after the day of such mailing. Such notice shall be sufficiently given if and whether same shall be delivered in the case of notice to the Landlord to the same address as stated above and in the case of notice to the Tenant to an executive officer of the Lessee at the above noted address. Such notice if personally delivered shall be conclusively deemed to have been given and received at the time of such insurgent delivery.

34. The Tenant, the Lessee, may at her option register this lease or a notice of this lease in the applicable Land Registry or Land Titles Office. The Landlord shall cooperate with the Tenant to facilitate such registration.



IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested by the signatures of their proper officers in that behalf.

LAURENTIAN UNIVERSITY OF SUDBURY

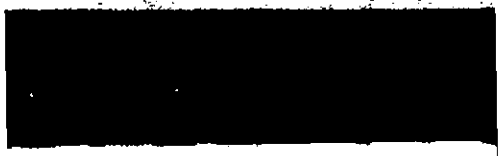




HER MAJESTY THE QUEEN in right of Ontario as represented by the



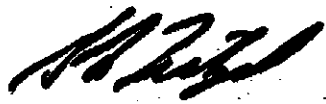
Minister of Government Services for the Province of Ontario



FIRSTLY: Part of Parcel 30769 Sudbury East Section
shown as Parts 1 and 3 on Reference Plan 53R-11338
being Part of Lots 3 and 4, Concession 2
City of Sudbury
Regional Municipality of Sudbury
(formerly Township of McKim, District of Sudbury)
Land Titles Division of Sudbury

SECONDLY: Part of Parcel 46419 Sudbury East Section → Now 30769
shown as Part 2 on Reference Plan 53R-11338
being Part of Lot 3, Concession 2
City of Sudbury
Regional Municipality of Sudbury
(formerly Township of McKim, District of Sudbury)
Land Titles Division of Sudbury.

October 13, 1987



S. L. Teetzel
Ontario Land Surveyor



DATED:

LAURENTIAN UNIVERSITY OF SUBBURY

OF THE FIRST PART

- and -

HER MAJESTY THE QUEEN in right
of Ontario as represented by
the Minister of Government Services
for the Province of Ontario

OF THE SECOND PART

INDENTURE

Director, Legal Branch
Ministry of Government Services
3rd Floor, Ferguson Block
77 Wellesley Street West
Queen's Park
TORONTO, Ontario, M7A 1N3

This is **Exhibit “NN”**, referred to in the

Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to be 'M. Bouché', written in a cursive style.

A Commissioner for taking Affidavits, etc.

BETWEEN:

HER MAJESTY THE QUEEN, in right of Ontario, as represented by the Minister of Lands and Forests, hereinafter called the "Crown",

OF THE FIRST PART;

- and -

LAURENTIAN UNIVERSITY OF SUDBURY, a body corporate and politic, having its head office at the City of Sudbury, in the Province of Ontario, hereinafter called the "Corporation",

OF THE SECOND PART.

WHEREAS the Corporation has made application to the Crown to purchase as a site for university purposes the public lands situate in the Township of McKim, now in the City of Sudbury, in the District of Sudbury, containing by admeasurement 46.48 acres, be the same more or less, and being composed of that part of Broken Lot 1, in Concession I, in the said township designated as Part 1 on a plan and field notes of survey dated June 26th, 1965, signed by R. T. Lane, Ontario Land Surveyor, of record in the Department of Lands and Forests, at Toronto as Location L. T. 145, and of record in the Office of Land Titles at Sudbury as Plan SR-1028, hereinafter referred to as "the land";

NOW THEREFORE THIS AGREEMENT WITNESSETH that:

1. Subject to the payment of \$92.96 and the approval of the Lieutenant Governor in Council, the Crown agrees to issue letters patent granting the land to the Corporation.
2. The Corporation covenants and agrees that should all or any portion of the land be no longer required by the Corporation for university

purposes, the Corporation shall convey the whole of the land or the portion of the land which is not required, forthwith to the Crown, if requested to do so.

3. The purchase price for the reconveyance shall be \$92.96 if the whole of the land is reconveyed, and the fraction of the aforementioned sum directly proportionate to the land reconveyed if a portion of the land is reconveyed.

4. This agreement shall be binding upon the Corporation its successors and assigns and shall enure to the benefit of the Crown, Her Heirs and Successors.

IN WITNESS WHEREOF the parties hereto have executed this agreement, the Crown under the hand of the Minister of Lands and Forests, and the seal of the Department of Lands and Forests, and the Company under its corporate seal under the hands of its proper officers duly authorized in that behalf.

SIGNED, SEALED and DELIVERED)
in the presence of)

Melrose Laurentian
as to execution by the Minister of
Lands and Forests for the Province
of Ontario.

Rene Bunnell
MINISTER OF LANDS AND FORESTS

LAURENTIAN UNIVERSITY
OF SUDBURY

By: *F. M. ...*
President

And: *H. B. ...*
Secretary, Board of Governors

DATED

1184
1968.

HER MAJESTY THE QUEEN
in right of the Province of
Ontario.

- and -

LAURENTIAN UNIVERSITY
OF SUDBURY

A G R E E M E N T

Dept. of Lands and Forests,
Parliament Buildings,
Toronto 5, Ontario (frmcas)

This is **Exhibit “OO”**, referred to in the

Affidavit of ROBERT HACHÉ,
sworn before me via videoconference
this 30th day of January, 2021.

A handwritten signature in blue ink, appearing to be 'M. B. Smith', is written above a horizontal line.

A Commissioner for taking Affidavits, etc.

Annual Financial Report

Fiscal year ended April 30, 2020



LaurentianUniversity
Université **Laurentienne**

Sudbury, ON laurentian.ca



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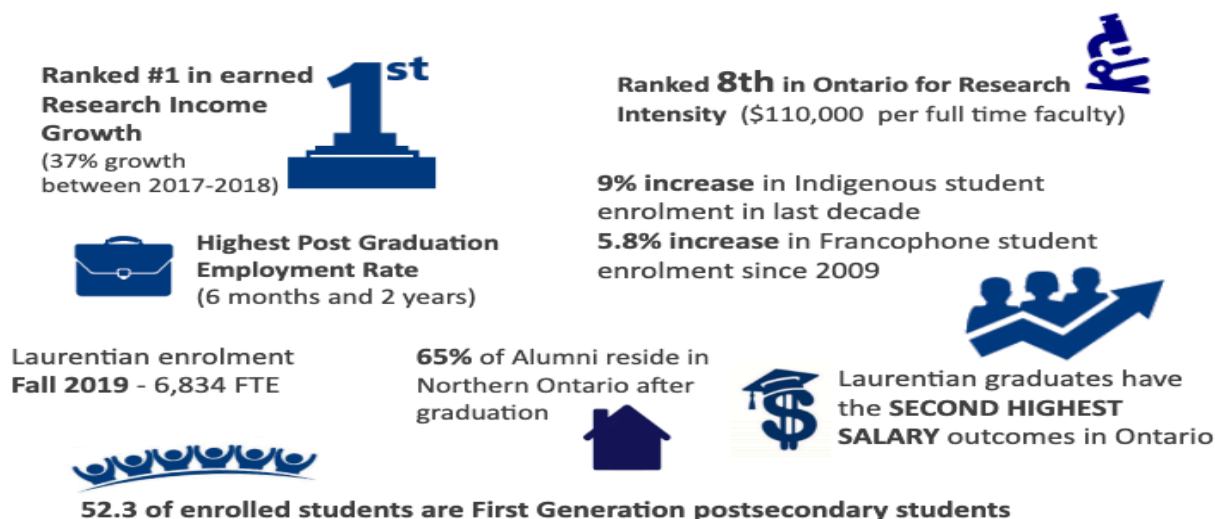
Overview

Overview

Laurentian University is a microcosm of Canada: we are northern; we are bilingual; we are committed to reconciliation. Laurentian is committed to strengthening the foundation of knowledge in higher education and research to offer an outstanding university experience in English and French with a comprehensive approach to Indigenous education.

Laurentian has been rapidly growing its reputation as a leading university for the North, with increasing international recognition and strong national, provincial and regional impact. We strive to deliver innovative academic and research programming that successfully prepares students as critical thinkers for the 21st century. We are committed to achieving this objective through cutting edge teaching and research programs that engage students within and beyond their disciplines, and provide real world experience and a concrete framework in how they can make a difference.

Laurentian University has a proven track record of delivering strong student outcomes and being socially and economically impactful. This includes:



Guided by our strengths, pillars and shared values, we are strategically focusing on **25 outcomes**. Building on this Strategic Plan, the University ensures alignment with the Academic Plan, Research Plan, Multi-Year Budget and this SMA3 Agreement.

Our Strategic Plan is guided by the following pillars and shared values:

- The North inspires us: We celebrate our location in Greater Sudbury because Northeastern Ontario provides us with unique opportunities in an unmatched setting. The North is our advantage.

Overview (continued)

- Student success is our success: We focus on the student experience because we know that postsecondary education is transformational. Students are our core.
- Teaching and learning define us: We are creators, holders, and communicators of knowledge that connects the generations. Knowledge is our foundation.
- Curiosity drives our research: Through critical inquiry we discover answers relevant to society. Creativity shapes the future.
- Relationships are our priority: We pursue collaborations across campus and with local, provincial, national, and international partners because relationships empower us. Together we are stronger.

Laurentian's commitment to providing world-class education and opportunities for students is unwavering as it continues to trace its path to sustainability. Within an environment of weak fiscal health, projected demographic declines and unforeseen financial pressures due to COVID-19, Laurentian is determined to hold the line on costs and to seek revenue and savings opportunities which will sustain growth and increase its relevance in the North and well beyond.

Review of Fiscal 2019-20

Highlights

The fiscal 2019-20 approved budget expected balanced results from operations with an expected one time grant from government to off set 10% domestic tuition rate decline. Prior to the COVID-19 outbreak, the fiscal year 2019-20 anticipated a small deficit of \$0.9 million from operations. As a result of COVID-19, Laurentian University halted in-person activity, restricted its facilities to staff and students and moved to an online education format and began providing services remotely in March 2020. The net impact was an operating deficit of \$5.4 million of which \$5.2 million is related to the COVID-19 outbreak. The Unrestricted net assets (ie. Accumulated operating deficit) increased from \$14.544 million to \$19.986 million due to the operating budget deficit.

The following schedule provides the reconciliation from the Operating Budget for 2019-20 and the Draft Audited Financial Statements:

Reconciliation of Budget to Audited Financial Statements in \$thousands (\$'000)

	Revenues	Expenses	Net
Per 2019-20 Budget	160,983	160,983	(0.0)
Negative variances due to COVID-19 (see schedule below)	(470)	4,698	(5,168)
Other variances	<u>(1,472)</u>	<u>(1,198)</u>	<u>(274)</u>
Net operating deficit	159,041	164,483	(5,442)
Consolidated entities (MIRARCO and 20% of SNOLAB)	4,460	4,918	(458)
Capital fund	5,594	5,265	329
Research and trust (non-operating fund)	29,302	27,768	1,534
Difference between Employer Pension Contributions and Net Benefit Cost	0	(917)	917
Per 2019-20 Audited Financial Statements	198,397	201,517	(3,120)

The following lists the major causes of the 2019-20 operating fund deficit, and the impacts of COVID-19 on the 2019-20 fiscal year in \$thousands (\$'000):

	Revenues	Expenses	Net
Net COVID-19 Grant from MCU	751		751
Additional credit risk on tuition receivable		1,900	(1,900)
Refund on residence and ancillary services	(1,221)		(1,221)
Scholarship paid on endowment funds through operations		1,803	(1,803)
Current year interest loss on investments		587	(587)
Other COVID-19 costs net of savings		408	(408)
Per 2019-20 Audited Financial Statements	(470)	4,698	(5,168)

As seen in the chart, the University received a Grant from the Province which was shared with the Federated Universities. The net grant to Laurentian University was \$751,000. In addition, there is an additional impact associated with the credit risk on accounts receivable where the risk of default on contractual obligations is anticipated to increase as students decide if they shall return to post-secondary studies.

The early closure of the campus resulted in partial refunds of the residences and other ancillary activities.

The University's investments were also impacted as a result of the pandemic that had created volatility and uncertainty in the world markets, which ultimately led to a loss in market value. This lower than anticipated return resulted in scholarships that were anticipated to be paid by the endowment fund to be covered by the operating fund. In addition, total endowment return for the year was also slightly negative.

Operational variances, other than those caused by COVID-19 were \$0.3 million. On the revenue side, the main variances were mainly due to the reductions in provincial grants for Graduate Capital of \$0.6 million and lower than expected proceeds from the Northern Tuition Sustainability Fund of \$1.4 million, offset by additional tuition revenue of \$1.0 million. Total expenses savings of \$1.2 million were as a result of not hiring into vacant positions and reducing spending for non-essential areas.

Capital Project Financing

❖ Capital financing

Capital projects are financed through grants, donations, long-term debt and internal funding. Total outstanding long-term debt was \$91.7 million at the end of fiscal 2020.

Campus modernization projects	\$39.5
Ancillaries	\$32.3
School of Education	\$13.2
<u>Voyageur Recreation Centre</u>	<u>\$6.7</u>
	\$91.7

During the year, the University repaid \$3.6 million in long-term debt and is compliant with the debt policy approved by the Board of Governors. At April 30, 2020, \$12.9 million in capital projects were financed by internal financing. Ongoing major capital projects are financed by internal debt until receipt of funding or long-term borrowing. Subsequent to year-end, principal repayments on four loans relating to the operations of the residences were deferred for six months. This has been reflected in the repayment terms.

The University has access to a Royal Bank unsecured line of credit of \$5 million and a Desjardins unsecured line of credit of \$26 million in support of internal capital funding. At April 30, 2020 the University had utilized \$14.4 million.

Compensation and Benefits

Salaries and benefits represent 67% of the University's expenses. Salaries and benefits expense remained consistent with the prior year at approximately \$134 million. The breakdown of salaries and benefits expense is as follows:



Operating, excluding EFB
(\$107,722)

Research & Trust (\$14,171)

Ancillaries (\$3,232)

Employee future benefits (EFB)
(\$6,728)

Employee Future Benefits (EFB)

The University has three post-employment benefit plans. The first is a defined benefit pension plan (formerly a hybrid plan until 2012) to which the University contributes the funding required to support its current obligation and any special payments as required by regulations. The employees contribute a set amount as determined either through collective bargaining or through decisions made by the Board. The benefits are based on years of service and the average of the best five consecutive years of salary at retirement. The second benefit is the Retiree Health Benefit Plan (RHBP) to which the employees contribute during their employment. The benefit is based upon a fixed annual maximum reimbursement of actual expenses claimed. The third benefit is a supplemental pension plan to provide eligible employees with benefits otherwise available should Canada Revenue Agency limitations not be imposed.

The University determines its obligations for its employee future benefits using funding assumptions within its financial statements. The reduction of the discount rate has increased the liability component to the plan resulting in a net increase in total plan liability after the asset value of the investments at April 30, 2020. The University is the principal employer for the Pension Plan and also administers the Retiree Health Benefit Plan on behalf of the Federated Universities and SNOLAB.

The Pension Plan will file a new valuation effective January 1, 2020. The valuation process utilizes the 2018 pension reform regulations. Pension reform introduced additional funding requirements for the Provision for Adverse Deviation (PfAD), which is above the current service costs. The PfAD percentage is calculated on a risk calculation on the plan's assets. The current PfAD rate is 10.3% (2019, 7.94%) applied to current services costs. The University is only required to fund solvency deficits up to an 85% level with a 5-year amortization period.

The solvency ratio deficit for the January 1, 2020 was 85.4% (2019, 87.8%). Going concern deficits will now be required to be funded over a 10 year period instead of 15 year period.

Funding Formula and Strategic Mandate Agreement

With the execution of the previous SMA2 agreement in 2017, the first phase of the provincial funding model redesign saw the implementation of the corridor mechanism. SMA3 reset the corridor midpoint at 16,423.53 Weighted Grant Units (WGU) for funding purposes for Laurentian. The corridor midpoint is the annual enrolment comparator to determine if Laurentian remains within the plus or minus 3% corridor. Starting in 2020-21, Laurentian is below the corridor.

With SMA3, the government announced a set of metrics against which institutional performance would be assessed, the details of the mechanism that would be used to evaluate institutions' performance and the impacts to funding of the performance grant.

Beginning in 2020-21, 25% of provincial funding was to be linked to 10 metrics with that share rising to 60% by the 2024-25 academic year. Correspondingly, enrolment-based funding which in 2019-20 was at \$2,903 per WGU is anticipated to decrease to \$1,173 per WGU.

Laurentian signed a new Strategic Mandate Agreements (SMA3) agreement with the Province in September 2020 covering the period of 2020-25. As a result of the COVID-19 pandemic, the ministry announced their decision to delay the activation of the Performance-based grant for two years (2020-21 and 2021-22), decoupling the funding, but keeping all other aspects of the SMA3 model.

Ancillaries

(in 000's)

	Budget 2019-20	Actual 2019-20
Ancillary revenues	15,594	14,979
Ancillary expenses	11,955	12,232
Contribution	3,639	2,747

Laurentian's ancillary operations include Residences, Parking, Food Services, Press, Conferences and Events, Laurentian English Language Institute and the Centre for Academic Development.

As a result of COVID-19, the actual contribution is lower than anticipated due to the residence and ancillary services refunds of \$1.2 million provided to the students.

Endowments

The University has \$52.8 million in endowment, an increase of \$1 million over 2018-19. For 2019-20, the University assigned a spending rate of 3.5% towards the scholarships and other commitments supported by the funds. Due to COVID-19 the fund had returned a negative value for the year. As a result, the amounts spent to cover the spending rate were a cost of the operating fund in the amount of \$1.8 million.

Research

With more than 62,000 alumni, Laurentian University is proud of its significant contribution to finding solutions to the world's current and future challenges. Laurentian University researchers continue to excel in the four research areas of strength outlined in its 2018-2023 Strategic Plan, with a goal of achieving national recognition through exceptional scholarships.

In *Health, Health Services and Well-being*, Dr. Amadeo Parissenti is leading an international clinical trial examining the ability of his proprietary chemo response assay to predict early in treatment complete tumour destruction and improved survival for patients with breast cancer. Dr. Nancy Young is leading a joint initiative between Naandwechige-Gamig Wikwemikong Health Centre and Laurentian University's Evaluating Children's Health Outcomes Research Centre, to implement a tablet-based survey, known as the Aboriginal Children's Health and Well-being Measure, which helps children talk about their health.

Researchers have also advanced Laurentian's profile in *Environment* research. Dr. Ashley Scott's research group is leading research projects, which look to repurpose mine waste, while Dr. Nathan Basiliko's research team is quantifying the carbon that has been removed from the atmosphere through Sudbury's regreening. Laurentian is also a leader in *Materials, Minerals, Matter and Energy*. Dr. Marie-Hélène Fillion is applying her expertise in geological, civil and mining engineering statistical methods to advance research in geo-engineering and Discrete Fracture Networks modelling, and Dr. Elizabeth Turner led a team of scientists that discovered the world's oldest fungus fossil to date (which dates back as far as a billion years ago).

Laurentian scholars have also led projects in *Histories, Identities, Cultures, and Languages* including researchers Drs. Roxanne Bélanger and Chantal Mayer-Crittenden who are developing new tools to improve the identification of preschool children with developmental language disorders, and Dr. Serge Miville, Director of the Institut franco-ontarien who is leading research to preserve culture and enhance French language.

Laurentian University researchers are also contributing to the fight against COVID-19. Dr. Stefan Siemann is using virtual reality to find drugs to combat COVID-19, and Dr. Thomas Merritt and Dr. Gustavo Ybazeta are studying waste water in Greater Sudbury to determine the level of COVID-19 virus within the general population. Moreover, Dr. Jennifer Walker and her team have pivoted their research program to support First Nations through the production of COVID-19 epidemiological models to support the Chiefs of Ontario, the Ontario Regional Chiefs and other First Nations leadership to develop their pandemic planning and response

In summary, the research enterprise at Laurentian University continues to make an impact. The examples shared in this short report offer only a glimpse into the incredible contributions made possible through investment in research. Laurentian remains committed to growing our research enterprise. We will continue to engage partners from industry, labour and community to collaborate in areas of strength identified in our Strategic Research Plan, and we will continue to seek out emerging opportunities that will elevate the impact of research, innovation, and discovery at Laurentian University.

Future Impact of COVID-19

As a result of the pandemic, the University has experienced increased risk exposure in several areas. The in-year deficiency associated with COVID-19 was \$5.2 million. There is further concern as to the revenues into fiscal 2021. The University negotiated a deferral of residence debt repayments for six months subsequent to year-end to manage cash flow requirements.

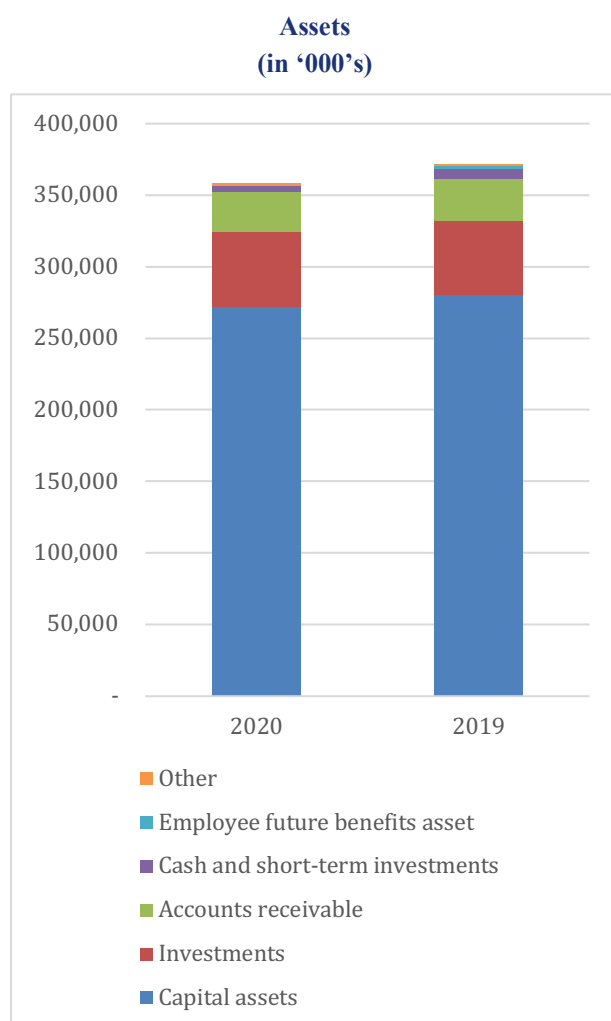
The University's investments are recognized at fair value and the impact of the pandemic has created volatility and uncertainty in world markets, which may lead to a loss on market value that is other than temporary. The ultimate length and duration of the pandemic is unknown and the potential impact on the University's investments is not yet known at this time.

Significant reductions in long term interest rates has resulted in an increase in liability for the Pension Plan. While the Pension Plan investments have rebounded, the impact of prolonged low interest rates could increase the defined benefit pension plan liabilities and require additional funding from the University.

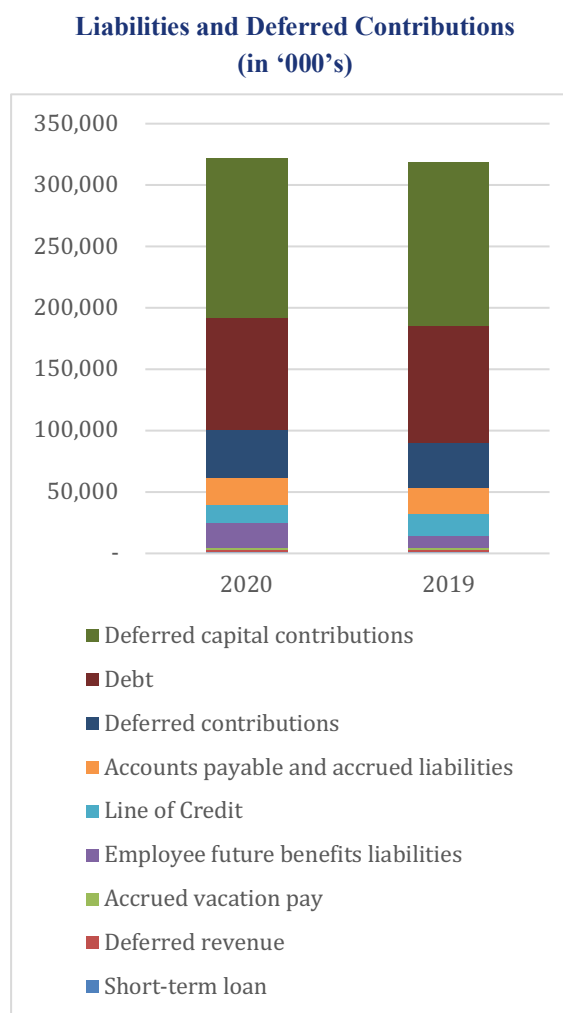
The Board of Governors had approved Laurentian's sustainability plan to address the Tuition Loss as a result of the Provincial legislative reduction of 10% for domestic students. The University continues its sustainability plan for the future in order to address the potential long-term impact of enrolment pressures on tuition revenue and ancillary services.

FINANCIAL STATEMENT HIGHLIGHTS

Consolidated Statement of Financial Position



Capital assets decreased \$8.0M which is primarily comprised of additions pertaining to various small projects less amortization. Long-term investments increased \$1.0M thanks to generous endowment contributions received during the year. Accounts receivable are down \$1.8M mainly due to the timing of grants received. The University's cash level decreased \$2.9M as a portion of the line of credit was paid off in 2020. Employee future benefit assets were \$1.9M in the prior year and are now a liability in 2020, based on actuarial valuation. Other assets are comprised of inventory and prepaid expenses and remained similar to prior year. Overall, assets decreased by 3.6%.

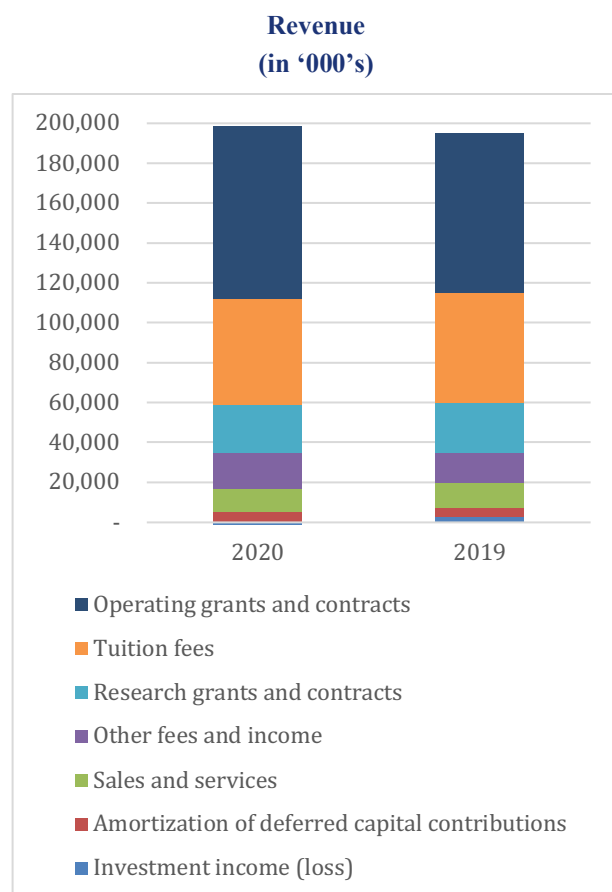


Deferred capital contributions decreased \$2.7M, primarily because of the current year amortization of these grants. Long-term debt went down \$3.0M from principal payments made during the year. Accounts payable remained consistent with the prior year. At April 30, 2020, \$14.4M of the University's line of credit was utilized for capital spending, a decrease of \$3.2M. Employee future benefits liabilities increased \$11.5M based on actuarial valuation.

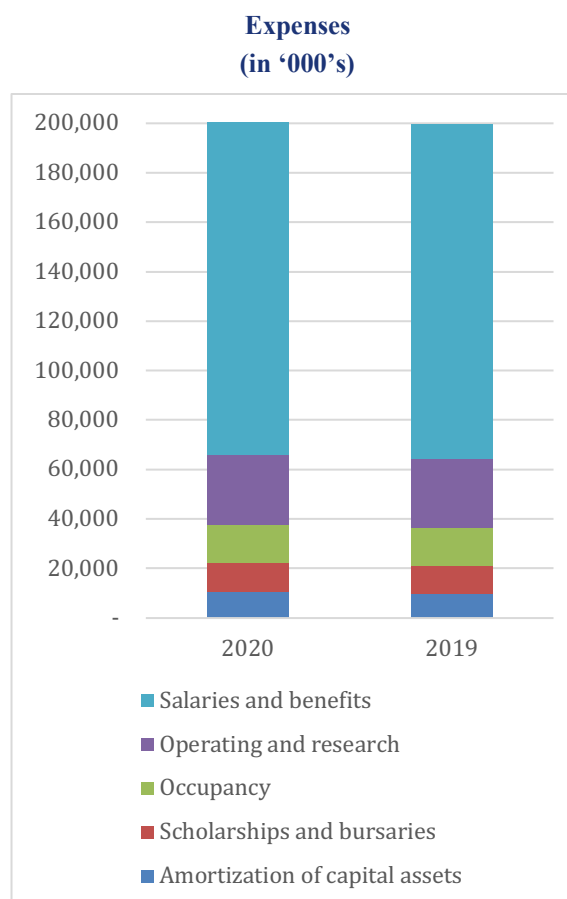
Overall, liabilities and deferred contributions decreased by 3.7%.

FINANCIAL STATEMENT HIGHLIGHTS (continued)

Consolidated Statement of Operations



Operating grants increased 7.7% mainly due to a one-time Northern Sustainability grant received in 2020. Tuition revenue decreased by 7.6% due to the 10.0% reduction in domestic tuition fees which was partially offset by international and graduate studies growth. Research grants and contracts remained consistent with the prior year. Other fees and income are up due to new compulsory ancillary fees that were introduced. Furthermore, there was an increase in administrative fees due an amendment to the funding arrangements with the Federated Universities. Sales and services decreased by 6.8% due to residence and parking refunds resulting from COVID-19. Amortization of deferred capital is up by 15.0% due to amortization recorded on the RIE building grants. Overall revenues increased by 0.2%.



Salaries and benefits remained consistent with the prior year. There was a decrease in operating and research of 5.6% because of a decrease in research expenses.

Occupancy related expenses remained consistent with the prior year. Scholarships and bursaries increased 5.8% due to a new scholarship program that was introduced for international students. Amortization increased 5.2% due to completion of capital projects.

Overall, expenses decreased 0.3%.

STATEMENT OF ADMINISTRATIVE RESPONSIBILITY

The administration of Laurentian University of Sudbury (the University) is responsible for the preparation of the consolidated financial statements, the notes thereto and all other financial information contained in this Annual Financial Report. The administration has prepared the consolidated financial statements in accordance with Canadian accounting standards for not-for-profit organizations. The administration believes the consolidated financial statements present fairly the University's financial position as at April 30, 2020 and the results of its operations and its cash flows for the year ended April 30, 2020. In order to achieve the objective of fair presentation in all material respects, reasonable estimates and judgments were employed. Additionally, management has ensured that financial information presented elsewhere in this Annual Financial Report has been prepared in a manner consistent with that in the consolidated financial statements. In fulfilling its responsibilities and recognizing the limits inherent in all systems, the administration has developed and maintains a system of internal controls designed to provide reasonable assurance that University assets are safeguarded from permanent loss and that the accounting records are a reliable basis for the preparation of consolidated financial statements.

Eckler Ltd. has been retained by the University in order to provide an estimate of the University's liability for pension and other employee future benefits. Management has provided the actuary with the information necessary for the completion of the University's actuarial report and retains ultimate responsibility for the determination and estimation of the pension and other employee future benefits liabilities reported.

The Board of Governors carries out its responsibility for review of the consolidated financial statements and this Annual Financial Report principally through its Audit Committee. The members of the Audit Committee are not officers or full-time employees of the University. The Audit Committee meets regularly with the administration, as well as external auditors, to discuss the results of audit examinations and financial reporting matters and to satisfy itself that each party is properly discharging its responsibilities. The auditors have full access to the Audit Committee with and without the presence of the administration.

The consolidated financial statements for the year ended April 30, 2020 have been reported on by KPMG LLP, Chartered Accountants, the auditors appointed by the Board of Governors. The independent auditors' report outlines the scope of their audit and their opinion on the presentation of the information included in the consolidated financial statements.

Lorella Hayes, CPA, CA
Vice-President, Administration

Normand Lavallée, FCPA, FCMA, FCA
Associate Vice-President, Financial Services

Consolidated Financial Statements of

**LAURENTIAN UNIVERSITY
OF SUDBURY**

And Independent Auditors' Report thereon
Year ended April 30, 2020