

LEASE FOR PREMISES

This AGREEMENT, entered into pursuant to the Short Forms of Leases Act, R.S.O. 1990, c. S. 11, has been made in duplicate (herein this "Lease")

BETWEEN

THE UNIVERSITY OF WESTERN ONTARIO RESEARCH AND DEVELOPMENT PARK

o/a The University of Western Ontario Research Park
(hereinafter referred to as the "Landlord")

AND

HYDROGRAPH CLEAN POWER INC.

(hereinafter referred to as the "Tenant")

IN CONSIDERATION of the rights and obligations arising from the following provisions, the Parties agree:

ARTICLE 1 - GRANT OF PREMISES AND TERM

1.1 The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, for the period commencing on or about the **1st day of August, 2021** (the "**Commencement Date**") and ending on the **last day of August, 2021** (the "**End Date**"), subject to any renewals, extensions or early occupancy (the "**Term**") the premises known as:

(a) **Convergence Centre Suite 117**, as shown on **Schedule "A1"** (the "**Office Premises**"); which Office Premises are located in:

"**Building**": Convergence Centre

"**Property**": The University of Western Ontario Research Park

"**Address**": 999 Collip Circle, Suite 117
London, Ontario, Canada N6G 0J3

and are comprised of one (1) office, to be used solely for the purposes of general office use.

(b) **Stiller Centre Convergence Lab, Suite 121**, as shown on **Schedule "A2"** (the "**Shared Lab Premises**"); which Shared Lab Premises are located in:

"**Building**": Stiller Centre

"**Property**": The University of Western Ontario Research Park

"**Address**": 700 Collip Circle, Suite 121
London, Ontario, Canada N6G 4X8

and are comprised of one (1) shared laboratory suite, to be used, in common with others, solely for the purposes of general laboratory use.

The Office Premises and the Shared Lab Premises collectively to be known as the "**Premises**".

1.2 Subject to the terms and conditions herein, the Landlord grants to the Tenant, for the Term, access to, in common with others, common areas of the Building and the Property designated by the Landlord, including common entrances, corridors, stairways, elevators, washrooms, service areas, exterior sidewalks, pathways, roadways and parking lots, as applicable (collectively referred to as the "**Common Areas**").

1.3 Subject to the Landlord's work (as provided in **Schedule "B"**), the Premises are taken by the Tenant on an "as is" basis.

ARTICLE 2 - GROSS LEASE

- 2.1 The parties acknowledge that this Lease is intended to be a "**Gross Lease**", carefree to the Tenant, and that all costs and expenses with respect to the Tenant's rights to use or occupy the Premises, including the Tenant's share of all such expenses related to the administration, repair, maintenance, and operation of the Premises, the Building or the Property, including utilities, occupancy fees and real property taxes (collectively, the "**Operating Costs**") shall be borne by the Landlord, except as otherwise provided herein.
- 2.2 The Tenant shall be responsible for its income and other taxes (**excluding** any real property taxes), including any sales and business taxes, that are payable with respect to its operations at the Premises.
- 2.3 The Tenant shall be responsible for the procurement of services and for all costs and expenses relating to the connection, use and operation of telephone, internet, data, or any other telecommunications, computing or information technology services or systems (collectively, "**Telecommunication Services**") for the Premises. The Tenant shall only obtain Telecommunication Services from vendors approved in writing by the Landlord from time to time, and the Tenant shall contract directly with such vendors for the Telecommunication Services. The Tenant shall not use any non-approved vendors to provide services in respect of the Premises. As of the date of this Lease, the approved vendor for wired telephone services is Western Technology Services, and the approved vendor for internet services is LARG*net.
- 2.4 The Lease shall automatically renew on a month-to-month basis after the End Date on the same terms and conditions, unless either the Landlord or the Tenant provides at least one month's written notice to the other that it wishes to terminate this Lease. Notwithstanding anything to the contrary herein contained, at any time on or after the End Date, either the Landlord or the Tenant may terminate this Lease on providing one (1) month's written notice to the other.

ARTICLE 3 - GROSS RENT AND ADDITIONAL CHARGES

- 3.1 The Tenant shall pay a monthly rent (the "**Minimum Rent**") in advance on the 1st day of each month in the amount of **\$1,400.00 plus HST** (or any replacement taxes or levies) commencing on the Commencement Date and continuing to be payable on the 1st day of each month thereafter during the Term of this Lease. The Minimum Rent shall be inclusive of the Operating Costs. The Landlord reserves the right to increase the Minimum Rent on not less than ninety (90) days' written notice.
- 3.2 For this Lease, "**Additional Rent**" shall mean any amounts in addition to Minimum Rent payable by or on behalf of the Tenant to the Landlord or to any third party pursuant to this Lease. "Minimum Rent" and "Additional Rent" may collectively be referred to as "**Rent**".
- 3.3 All utilities and services are supplied to the Premises and the Building in commercially reasonable quantities and to standards that the Landlord, acting reasonably, deems appropriate and consistent with the operation and standards of the Premises, Building and the Property. If the Tenant specially requests or otherwise requires additional utilities or services unusual to or in excess of those standards of the Premises, Building or the Property, the Tenant shall make a request to the Landlord for such services or utilities, and if approved by the Landlord, in the Landlord's sole discretion, the Tenant shall pay for any such utilities, services, special fixtures, connection charges and equipment as Additional Rent. In addition, the Tenant shall be responsible for any monthly fees applicable for the use of the common parking lots of the Building, subject to the Landlord providing the Tenant with a minimum of ninety (90) days' written notice of its intent to implement such a fee.

ARTICLE 4 - OBLIGATIONS AND RIGHTS OF THE TENANT

- 4.1 The Tenant shall:
 - (a) pay all amounts set out under this Lease or otherwise referenced herein;
 - (b) actively and continuously use and occupy the Premises only in accordance with this Lease and the commercially reasonable occupancy standards, protocols, rules and regulations of

the Landlord, as the same may be established or amended from time to time, and not for any other use than is identified in Section 1.1;

- (c) not make alterations, additions or leasehold improvements to the Premises, including any wall hangings, signage or window treatments, without obtaining the prior written approval of the Landlord. Any permitted alterations, additions or leasehold improvements shall be under the reasonable direction of the Landlord and at the sole cost of the Tenant (including any costs or expenses incurred directly by the Landlord in relation to such alterations or additions). Any damage caused by such alterations, additions or leasehold improvements shall be the sole responsibility of the Tenant;
- (d) not interfere with the rights and quiet enjoyment of other tenants of the Building or Property or tenants and owners of adjoining properties with respect to the creation of any noise, nuisance, disturbance, trespass, injury, discharge of substances, waste, obstruction or other interference;
- (e) upon expiration or termination of this Lease, leave the Premises clean and free of any waste or contamination and in good repair, reasonable wear and tear excepted, as determined by the Landlord acting reasonably. The Tenant will be solely responsible for any expenses incurred for any remediation or repairs required to restore the Premises to the condition it was in at the time the Tenant first took occupancy, reasonable wear and tear excepted;
- (f) upon expiration or termination of this Lease, remove furnishings, fixtures, materials, inventory and other property of the Tenant. Any property of the Tenant remaining on the Property after expiration or termination shall be deemed to have been abandoned by the Tenant, and shall, at the election of the Landlord become the property of the Landlord or disposed of at the cost of the Tenant;
- (g) observe and perform, and cause its employees, contractors or other persons under its direction or control to observe and comply with the any and rules implemented by the Landlord from time to time, with the rules in place as of the date of this Lease attached hereto as **Schedule "C"**;
- (h) observe and perform, and cause its employees, contractors or other persons under its direction or control to observe and perform, as applicable, any of the additional legal, insurance or environmental requirements or regulatory compliance plans as may be defined in **Schedule "D"**;
- (i) ensure that each of the Tenant's personnel that is to have access to the Premises obtains their own unique access card from the Landlord, and safeguards such access card from use by any other person than who it is registered to. The Tenant shall be responsible for all access cards, and a fee will be charged for access cards that are lost, stolen or otherwise misplaced. In no event may any access card be used by any person other than the registered user;
- (j) prevent the Premises from being occupied at any one time by more individuals than is permitted by fire code or other policies, rules or regulations of the Landlord or the Property owner that may be enacted from time to time. It is the responsibility of the Tenant to make itself aware of the number of individuals permitted on the Premises under such fire codes or other regulations; and
- (k) maintain all insurance policies as required under this Lease.

4.2 Provided that the Tenant fully and promptly pays the Rent provided for in this Lease and otherwise performs and complies with all of the other terms of this Lease, the Tenant shall during the Term be entitled to occupy the Premises without disturbance from the Landlord or from any other person claiming through the Landlord, subject to the reservations and conditions of this Lease and any encumbrances to which this Lease is subordinate. Notwithstanding the foregoing, the Tenant shall not be permitted to install security systems or devices (including unapproved locks) that impede the Landlord's access to the Premises.

4.3 Notwithstanding any other provision herein, the Tenant agrees that no signage will be placed anywhere on the Premises, the Building or the Property, other than in the signage receptacle provided

by the Landlord on or near the entrance to the Premises. Any other signage, whether permanent or temporary, will be removed at the Tenant's cost, at a minimum charge of \$250 per occurrence.

ARTICLE 5 - OBLIGATIONS AND RIGHTS OF THE LANDLORD

- 5.1 The Landlord shall:
- (a) provide sufficient heating and/or air conditioning to maintain a temperature consistent with the Landlord's usual standards, provided that these standards conform to reasonably acceptable and common comfort standards and public health standards;
 - (b) supply appropriate quantities of electricity, gas and water to the Premises and Common Areas, consistent with the operation of the Building and the standards of the Property;
 - (c) keep the outer walls, structure and roof of the Building in proper repair;
 - (d) keep the Common Areas clear from debris and snow, and provide adequate lighting;
 - (e) employ competent janitors and cleaners to keep the Premises and Common Areas reasonably clean and dusted, consistent with the standards of the Property;
 - (f) perform any additional obligations, complete any work or provide any extras, as applicable, that may be defined in **Schedule "B"**; and
 - (g) keep the Building (but not any the Tenant's possessions or leasehold improvements) insured against loss or damage by fire and extended coverage on an "all risks" basis for usual perils, on commercially reasonable terms.
- 5.2 The Tenant agrees that the Landlord shall have at all reasonable times and on not less than 24 hours' notice access to the Premises for the purposes of examining the Premises and performing its obligations under this Lease, or to make changes or repairs to the Premises or to adjacent premises with respect to any Building or Property services or tenancies, it being expressly understood and agreed, however, that in cases of emergency or as required by law the Landlord shall at all times have full and free access to the Premises, without prior notice to the Tenant, for the purposes of mitigating the effects of such emergency or requirement.

ARTICLE 6 - DAMAGE TO PREMISES OR TENANT PROPERTY

- 6.1 If the Premises are damaged by fire or other cause so as to render them untenable or prevent reasonable access to them, the Landlord shall use commercially reasonable efforts to diligently repair or procure the repair of such damage substantially in accordance with the condition of the Premises prior to such damage, and the Rent payable pursuant to this Lease shall abate in proportion to the area of the Premises (as determined by the Landlord, acting reasonably) rendered untenable from the date the damage occurs until it is repaired.
- 6.2 If the Premises, or the Common Areas providing access to the Premises, are completely destroyed and the Landlord fails to notify the Tenant within 30 days after the damage has occurred of its intention to repair, this Lease shall terminate and Rent shall cease to accrue and be payable from the date of the destruction. The Tenant shall forthwith vacate the Premises, without any liability on the Landlord with respect to any loss or damage to the Tenant's fixtures, inventory, equipment or property, or loss of its tenancy.
- 6.3 The Tenant agrees that all fixtures, equipment, personal property and proprietary and confidential information brought into the Premises shall be at the risk of the Tenant only, and that the Landlord shall not be liable for the theft thereof or for any damage, appropriation thereof or any other loss whatsoever, occasioned from any act of tenants or occupants of the Building or any other person.
- 6.4 In no event shall the Landlord be liable for any injury or loss to the Tenant, its employees, agents or invitees to the Property, or to any property of the Tenant or any other person or for any loss of profits or business interruption, or for any other costs, losses or damages of whatsoever kind caused by or arising from any interruption of failure in the supply of any utility or services to the Premises, Building, or Property, unless such interruption or failure was caused by the willful or negligent acts or omissions of the Landlord or of those for whom the Landlord is legally responsible.

ARTICLE 7 - INDEMNITY

- 7.1 The Landlord and Tenant shall each indemnify and save each other harmless from and against all claims in any manner arising out of or connected with anything done by the other, its respective employees, agents or invitees pursuant to this Lease, whether in tort or breach of contract, provided that neither party shall be liable to the other for any indirect, consequential or special damages arising from such loss. This provision shall survive any expiration or termination of this Lease.
- 7.2 The Tenant agrees that provision by the Landlord of any security services for the Premises or the Building shall not be deemed to imply a duty to provide security or to continue to provide security and that the Landlord shall not be responsible for the Tenant's failure to properly use security systems or devices provided by the Landlord. The Tenant expressly indemnifies the Landlord in respect of any loss suffered by the Landlord, or any claim brought against the Landlord, in relation to any failure of the Tenant to properly use security systems provided, or to abide by the rules and policies of the Landlord in respect of access to the Building or Property or the use of access cards.

ARTICLE 8 - ASSIGNMENT, SUBLETTING

- 8.1 The parties hereto confirm that the Tenant may not assign, sublet, transfer, mortgage, or convey (herein a "**Transfer**") its interest in this Lease, nor sub-lease, part with or share possession of the Premises without obtaining the prior, written approval of the Landlord, which may be withheld at the sole discretion of the Landlord. A transfer of the majority of the voting shares, or transfer of the right to elect the majority of the directors, of any corporate Tenant shall be deemed to be a Transfer hereunder.

ARTICLE 9 - INSURANCE

- 9.1 Throughout the term of this Lease, the Tenant shall at its sole cost and expense:
- (a) effect insurance upon the Tenant's property normally located within the Premises, including stock in trade, inventory, furniture, fittings, leasehold improvements, and Tenant's fixtures in an amount equal to the full replacement cost thereof, for the usual perils (including fire, sprinkler leakage, theft) as included in normal "all risks" coverage, on commercially reasonable terms, with the Landlord as an additional named insured;
 - (b) effect liability insurance against claims for third party, personal injury liability, death or property damage occurring upon, in or about the Premises, the Building or the Property, including personal liability, liability assumed by contract and Tenant's legal liability in a commercially reasonable amount, but not less than \$2,000,000, with the Landlord as an additional named insured; and
 - (c) upon request, provide copies of the certificates of insurance to the Landlord.

ARTICLE 10 - REGULATIONS AND LICENCES

- 10.1 Each of the Landlord and the Tenant, at their sole cost and expense and to the extent required and appropriate pursuant to their respective obligations under this Lease, will promptly comply with all presently existing or subsequently enacted laws, orders, ordinances, rules, regulations and requirements of, and will keep in full force and effect all permits and licences required pursuant to all Federal, Provincial, Municipal and/or Regional governments and their departments, agencies, commissions, boards and officers, including without limitation those affecting environmental compliance, or any other body exercising similar jurisdiction and any other governmental agency having jurisdiction over the Premises or the Property.

ARTICLE 11 - DEFAULT AND RIGHT OF RE-ENTRY

- 11.1 If and whenever during the Term hereof:
- (a) the Tenant shall be in default in the payment of Rent, and such default shall continue for a period of fifteen (15) days after written notice to the Tenant; or

- (b) the Tenant fails to perform any other of the material terms, covenants or conditions of this Lease to be observed and performed by it and, other than for those matters set out under sub-paragraphs (c) through (f) hereof for which no notice is required, and such default shall continue for a period of fifteen (15) days (or such longer period as may be reasonably necessary to cure such default considering the nature thereof) after written notice by the Landlord to the Tenant specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or
- (c) the Tenant shall make an assignment for the benefit of creditors, or shall have a receiving order made against it under the *Bankruptcy and Insolvency Act, R.S., 1985, c. B-3, s. 1; 1992, c. 27, s. 2.* (or as may be amended) or shall make application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or shall take any action whatsoever with a view to the winding up, dissolution or liquidation of the Tenant or its assets; or
- (d) a receiver, interim receiver and manager, custodian or liquidator is appointed for the business, property, affairs or revenue of the Tenant; or
- (e) the Tenant effects a Transfer that is not permitted under this Lease; or
- (f) re-entry is permitted under any other terms of this Lease or by law,

then the Landlord, in addition to any other rights or remedies it has pursuant to this Lease or at law, shall have an immediate right of termination of this Lease or an immediate right of re-entry upon the Premises and it may repossess the Premises and enjoy same as of its former estate without the Landlord being considered guilty of trespass nor liable for any injury or loss to the Tenant, the Premises or Tenant's property therein. No election by the Landlord of a particular remedy shall preclude it from exercising any other remedy available to it.

ARTICLE 12 - QUALIFICATIONS AS TO PAYMENT

- 12.1 No endorsement or statement on, accompanying or referring to any cheque or payment of Rent is deemed to be an acknowledgement of full payment, an acceptance or an accord and satisfaction by the Landlord of such payment, notwithstanding the terms of the endorsement, and the Landlord may accept and cash such cheque or payment and apply such payment on account of the earliest stipulated Rent without prejudice to recover the balance of Rent or pursue any other right or remedy provided in this Lease or at law.

ARTICLE 13 - DISPUTE RESOLUTION

- 13.1 In the event of a dispute arising between the parties in connection with this Lease, such dispute shall be promptly referred to a member of senior management of each party who shall attempt to resolve such dispute. If such members of senior management are unable to resolve such dispute within fifteen (15) days after referral to them, then the parties shall resolve such dispute in accordance with the remaining provisions of this article.
- 13.2 Any dispute, difference or question between the parties hereto under this Lease or any provision hereof shall be determined by reference to arbitration by a single arbitrator, in accordance with provisions of the *Arbitration Act, 1991, S.O. 1991, c. 17* (or as may be amended).
- 13.3 All payments of Rent hereunder by the Tenant and all performance required hereunder by the parties shall continue during the arbitration proceedings contemplated by this Article, provided that in the case of any arbitration pertaining to amounts payable under this Lease, any payments or reimbursements required to be paid as a result of such arbitration shall be payable as of a date to be determined in such arbitration, and interest (pursuant to the *Courts of Justice Act, R.S.O. 1990, c. 43*, or as may be amended) shall be payable on the amount thereof from such date until the date of payment by the party required to make any such payment or reimbursement.

ARTICLE 14 - GENERAL PROVISIONS

- 14.1 **Governing Law:** This Lease shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto. The parties each agree to submit to the jurisdiction of the Province of Ontario.
- 14.2 **Notice:** Where any notice is required or authorized to be given, that notice shall be in writing and may be sent by registered mail, by courier or delivered in person addressed:
- (a) to the **LANDLORD:**
The University of Western Ontario Research and Development Park
999 Collip Circle, Box 18
London, Ontario N6G 0J3
Attention: Executive Director
 - (b) to the **TENANT:**
HydroGraph Clean Power Inc.
999 Collip Circle, Suite 117
London, Ontario N6G 0J3

The above addresses may be changed from time to time by written notice to the other party.

- 14.3 **Time of Essence:** Time shall be of the essence for the observance and performance of all obligations required to be performed hereunder, and where the date of performance falls on a day that is a non-business day in the Province of Ontario, performance shall occur on the immediately next following business day.
- 14.4 **Planning Act:** This Lease is entered into subject to the provisions of and compliance with the provisions of any legislation dealing with planning restrictions as are applicable.
- 14.5 **Counterparts:** This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.
- 14.6 **Entire Agreement:** This Lease shall be deemed to constitute the entire Agreement between the Landlord and the Tenant with respect to the subject matter hereof, and shall supersede all previous negotiations, representations and documents made by either party hereto. This Agreement shall be binding upon each of the parties' heirs, administrators and permitted assigns. The parties shall execute such further assurances as may be reasonably required to give effect to any provision of this Lease or of the ownership of the Property.
- 14.7 **Provisions Separately Valid:** If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable shall not be affected thereby.
- 14.8 **Force Majeure:** If and to the extent either party is prevented or delayed by reason of an event of *force majeure* in the fulfillment of any obligation under this Lease, such party shall not be in default and the time for performance of such obligation(s) shall be extended accordingly. For the purposes hereof, "*force majeure*" means an event causing a *bona fide* delay arising from causes beyond the reasonable control of such party, notwithstanding the commercially reasonable efforts of the party delayed in the performance of any obligation hereunder.
- 14.9 **Confidentiality Requirements:** Each of the parties acknowledge the nature of the activities within the Property and agree to respect and keep confidential any information of a proprietary nature pertaining to the business activities of the other, or of other tenants within the Property, and covenants not to use such information for its own benefit or for the benefit of a third party. Such covenant extends to all employees and others under the direction or control of each of the parties.

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IN WITNESS WHEREOF the parties have executed this Lease:

THE UNIVERSITY OF WESTERN ONTARIO RESEARCH AND DEVELOPMENT PARK:

Katherine J. Albion

per: _____

I have the authority to bind the
LANDLORD

**KATHERINE ALBION
ACTING EXECUTIVE DIRECTOR**

HYDROGRAPH CLEAN POWER INC.:

H. Davidson

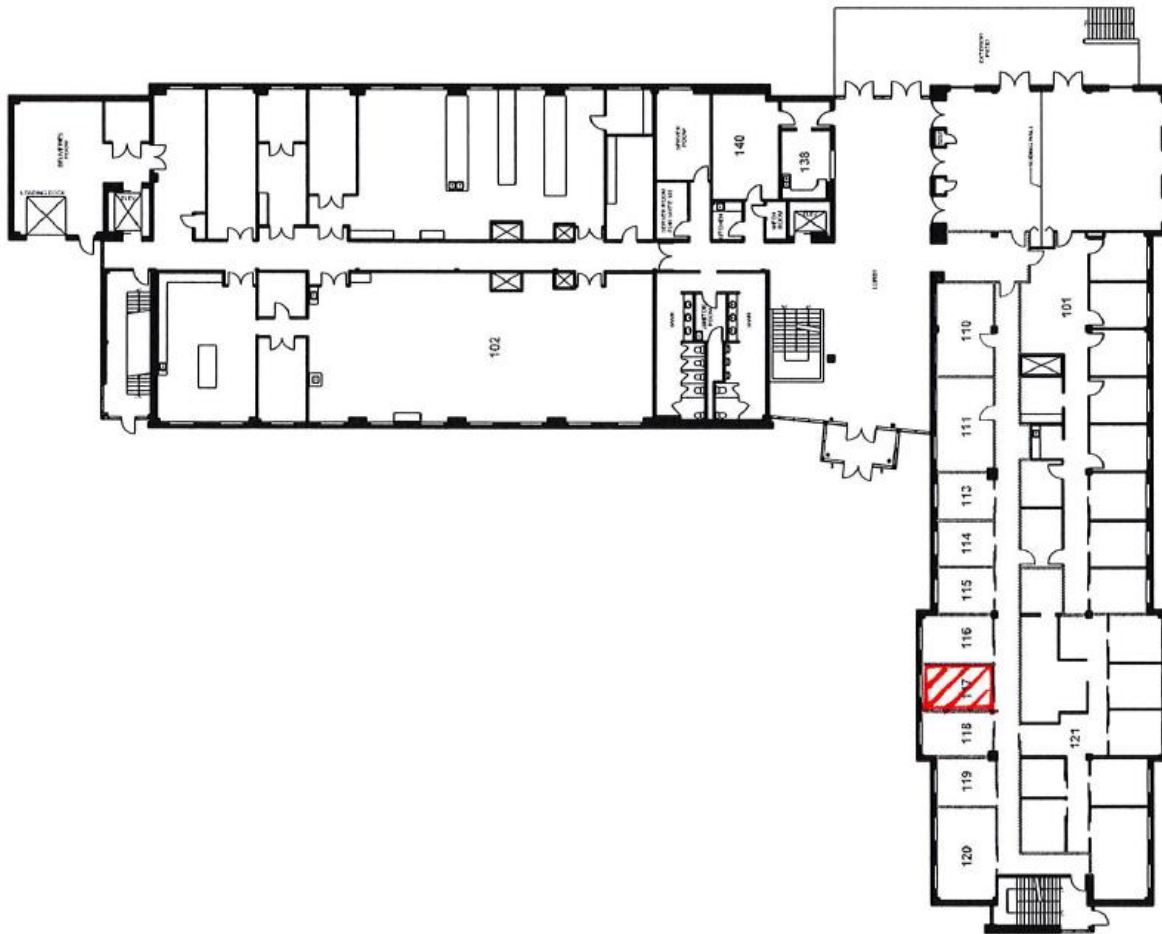
per: _____

I have the authority to bind the
TENANT

**HAROLD DAVIDSON
CEO**

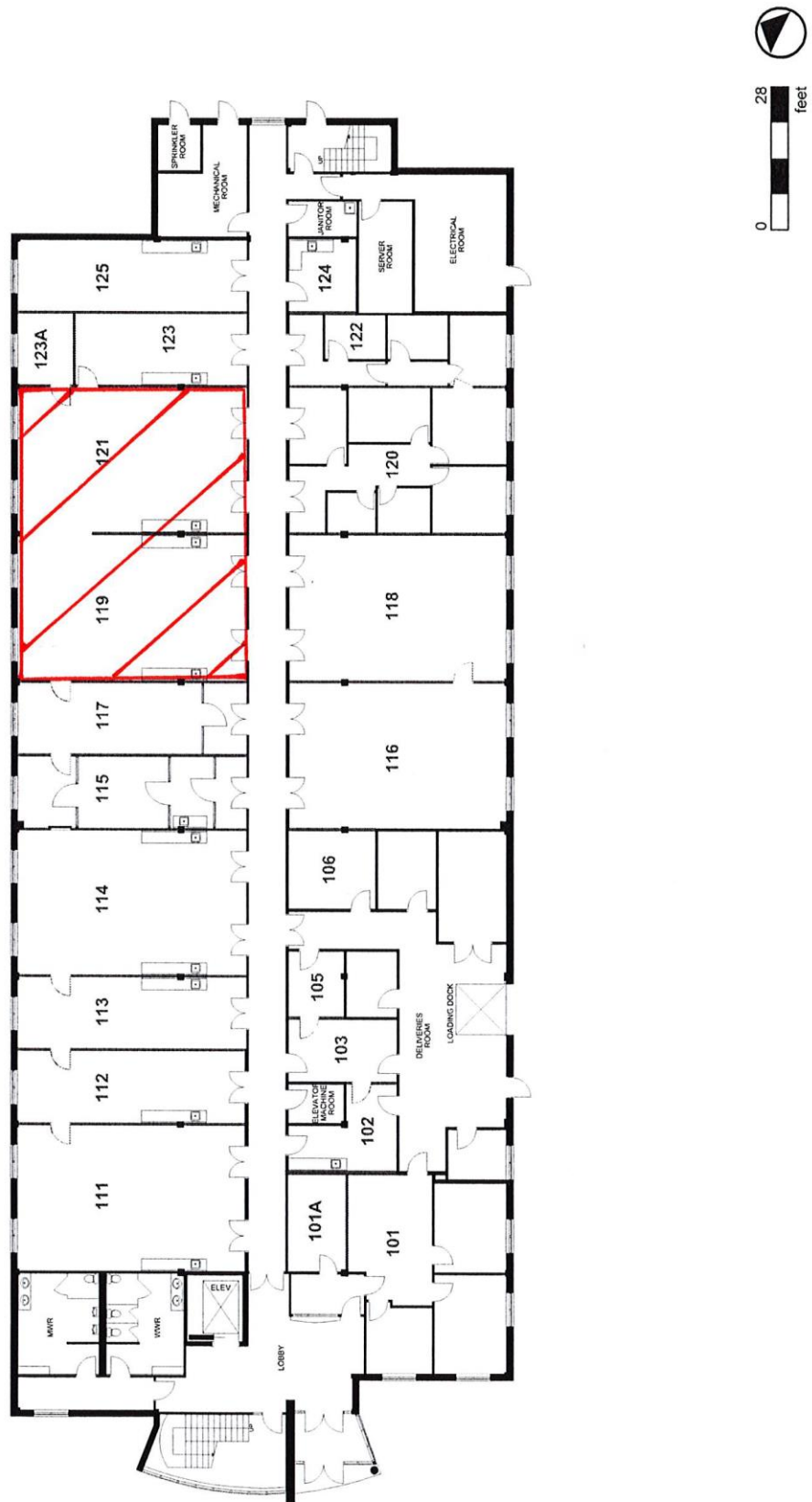
SCHEDULE "A1"

**LOCATION OF THE OFFICE PREMISES
IN THE CONVERGENCE CENTRE (999 COLLIP CIRCLE)**



SCHEDULE "A2"

**LOCATION OF THE SHARED LAB PREMISES
IN THE STILLER CENTRE (700 COLLIP CIRCLE)**



SCHEDULE "B"

LANDLORD'S WORK

- B1. The LANDLORD will provide the TENANT access to the LARG*net internet service in the Office Premises for a monthly rate of **\$60.00 plus HST** (or any replacement taxes or levies), provided the TENANT's monthly internet usage remains within reasonable business usage limits.

SCHEDULE "C"

RULES

- C1. No cooking or preparation of food which requires venting or produces odours shall be permitted in the Premises.
- C2. No Person shall use the Premises for sleeping apartments or residential purposes.
- C3. No musical instruments or sound producing equipment or amplifiers which may be heard outside the Premises shall be played or operated on the Premises.
- C4. Tenant shall not use the Premises for the storage of personal effects or articles other than those required for business purposes.
- C5. If any emergency situation arises, Tenant shall cause all occupants of the Premises to vacate the Building if directed to do so by Landlord or any public authority in the manner prescribed by Landlord or such public authority.
- C6. Tenant shall not cause unnecessary labour by reason of carelessness and indifference to the preservation of good order and cleanliness in the Premises and in the Building.
- C7. No animals (except service animals providing assistance to persons with disabilities) shall be brought or kept in or about the Premises.
- C8. Canvassing, soliciting and peddling on the Premises is prohibited and Tenant shall co-operate to prevent the same.
- C9. The sidewalks, entries, passages, elevators and staircases shall not be obstructed or used by Tenant or its employees, agents, visitors or licensees for any purpose other than ingress to and egress from the Premises. Nothing shall be thrown by Tenant, its employees, agents, visitors or licensees, out of the windows or doors, or into the entries, passages, elevators or staircases of the Building. Landlord reserves entire control of the sidewalks, entries, passages, elevators, staircases, and corridors which are not expressly included within this Lease, and shall have the right, but not the obligation, to make such repairs, replacements, alterations, additions, decorations and improvements thereto and to place such signs and appliances therein, as it may deem advisable, provided that ingress to and egress from the Premises is not unduly impaired thereby.
- C10. Tenant shall use and cause any third party to use the facilities designated by Landlord to receive, deliver, or move any material, furniture or equipment within, in or out of the Premises or the Building, as the case may be, at such times and in such manner as determined by Landlord.
- C11. Landlord shall have the right to prohibit any advertising of or by Tenant, which in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for laboratories or offices of a like nature. Upon notice from Landlord, Tenant shall refrain from or discontinue such advertising.
- C12. Tenant shall not allow smoking by its employees, contractors, or other persons under its direction or control in the Premises, the Building or the Property (including, without limitation, offices, laboratories, entrances, corridors, stairways, elevators, washrooms, service areas, exterior sidewalks, pathways, roadways and parking lots).
- C13. Tenant shall not install window shades, curtains or blinds of any kind or colour other than Building standard shades, curtains or blinds, without the prior written approval of Landlord. The Tenant shall not install any signage except as expressly permitted by the Lease or the Landlord in writing. The Tenant acknowledges that the Landlord may immediately remove any unpermitted signage, at a cost to the Tenant of not less than \$250 per occurrence.
- C14. If any apparatus used or installed by Tenant requires a permit as a condition for installation, Tenant must provide a copy of such permit to Landlord prior to such installation.

- C15. Notice shall be given by Tenant to Landlord with respect to Tenant's intention to place any heavy material or thing within the Premises and all details and specifications thereof shall be supplied to Landlord's structural engineers for its approval and Tenant shall comply with the directives of Landlord or its structural engineer in respect thereof. Any and all engineer's costs for consultation shall be charged as Additional Rent.
- C16. No locks shall be changed by Tenant either within the Premises or on the access doors thereto, except by approval of and co-ordination by Landlord. Tenant shall ensure that all locks within the Premises and all access door locks shall be keyed to the Building master access system. Tenant shall ensure that each of the Tenant's personnel that is issued keys to the Premises safeguards such keys from use by any other person than who it is registered to. The Tenant shall be responsible for all keys issued, and a fee will be charged for keys that are lost, stolen or otherwise misplaced.
- C17. Bicycles, skateboards, rollerblades or other vehicles shall not be brought or left in or upon any part of the Building except in such area or areas, if any, as are designated by Landlord from time to time.
- C18. Any hand trucks, carryalls or similar appliances used in the Building shall be equipped with rubber tires, side guards and such other safeguards as Landlord requires or as agreed upon by the parties acting reasonably.
- C19. Tenant shall permit the cleaning staff to clean the Premises at any time of day. For purposes of security, efficiency and uniformity of housekeeping standards, all cleaning and janitorial services required by Tenant shall be performed by Landlord's cleaning contractor, unless otherwise authorized by Landlord in writing, with the exception that Tenant shall be responsible for the cleaning of Tenant's property, including inventory, furniture and equipment.
- C20. In accordance with any Building fire and life safety plan, Tenant shall comply with all outlined instructions and procedures to take in the event of a fire or other emergency and they shall participate in the necessary fire drills and procedures as required in accordance with fire code legislation applicable to the Premises, and any other life safety or Health Emergency drills and procedures which may be implemented by Landlord for the Premises from time to time.
- C21. Tenant agrees to observe all reasonable Rules and Regulations regarding the security and protection of the Building.
- C22. Tenant agrees to report all water leaks promptly to Landlord.
- C23. Tenant and Tenant's Parties agree to co-operate with Landlord to conserve energy and lower energy demand and consumption when reasonably requested to do so by Landlord, including, without limitation, participating in all Building recycling, energy reduction and water conservation programs (such as, by way of example, keeping window coverings drawn, turning off lights in unoccupied areas and raising/lowering temperatures to accommodate utility demand reductions) as may be determined by Landlord from time to time.
- C24. Tenant agrees to be responsible for the replacement of flooring in the Premises if same shall be damaged by burning or stains resulting from spilling anything on said flooring, reasonable wear and tear excepted. Tenant further agrees to use chair mats under all chairs used with desks on carpeting.
- C25. Tenant shall comply with all parking regulations prescribed by Landlord and shall ensure that Tenant's personnel park only in authorized areas. Tenant shall ensure that Tenant's personnel obtain and display a valid parking pass in their vehicle when utilizing parking lots on the Property. The Tenant shall be responsible for all parking passes issued, and a fee will be charged for parking passes that are lost, stolen or otherwise misplaced.
- C26. Tenant may only use equipment and glassware designated by Landlord for shared use in the Shared Lab Premises. Equipment, glassware or consumables owned by other tenants in the Shared Lab Premises are not available for Tenant's use. Equipment and glassware designated for shared use must remain in the Shared Lab Premises at all times.

- C27. Tenant may only work on Tenant's assigned laboratory bench space or in areas of the Shared Lab Premises designated for shared use. Tenant may not interfere with, disturb or infringe on the work or laboratory bench space assigned to other tenants in the Shared Lab Premises.
- C28. Tenant is responsible for the procurement, maintenance and disposal of all laboratory consumables required for Tenant's own operations and research. Tenant may only store said laboratory consumables at Tenant's assigned laboratory bench space or in areas designated for shared storage in the Shared Lab Premises. Use and storage of all laboratory consumables must be in compliance with applicable legislation.
- C29. Tenant must dispose of own chemical waste in accordance with applicable legislation and at Tenant's own expense. Tenant must store biohazardous waste in an appropriate biohazardous waste bag, label said bag with Tenant's name and deliver the bag to designated area in the Building for autoclave processing.
- C30. Tenant agrees to cooperate with other tenants in the Shared Lab Premises to ensure access to shared use equipment and storage is reasonably equitable. Tenant may not monopolize or prevent other tenants from accessing shared use equipment in the Shared Lab Premises. Any disputes with respect to shared equipment use shall be reported promptly to Landlord for resolution. Once finished using shared equipment, Tenant must promptly remove Tenant's property and thoroughly clean the equipment to ensure it is ready for use by the next tenant.
- C31. Tenant agrees to report all broken or damaged shared use equipment and glassware promptly to Landlord. Tenant will be solely responsible for any expenses incurred for remediation or repairs required for damage to shared use equipment or glassware caused by willful or negligent acts by Tenant, its employees or agents.
- C32. Tenant agrees that the Rules and Regulations hereinabove stipulated, and such other and further Rules and Regulations as Landlord may make, being in its judgment needful for the reputation, safety, care or cleanliness of the Building and Premises, or the operation, maintenance or protection of the Building and its equipment, or the comfort of tenants, shall be faithfully observed and performed by Tenant, and by its employees, agents, visitors and licensees. Landlord shall have the right to change said Rules and Regulations and to waive in writing or otherwise, any or all of the said Rules and Regulations in respect of any one or more tenants, and Landlord shall not be responsible to Tenant for non-observance or violation of any of said Rules and Regulations by any other tenant or other Person. The provisions of the Rules and Regulations shall not be deemed to limit any obligation or provision of this Lease to be performed or fulfilled by Tenant.

SCHEDULE "D"

ADDITIONAL TENANT REQUIREMENTS

- D1. In the performance of its obligations under this Lease, and in accordance with its "Compliance Plan" (as hereinafter defined), the Tenant shall, at its own expense, be responsible for compliance with:
- (a) all laws, orders, ordinances, rules, regulations and requirements of, and to effect and maintain in good standing all permits and licences required by all federal, provincial, municipal and local governments and any agencies, commissions, boards or any other body exercising similar jurisdiction applicable to the Tenant or its operations, the Premises, the Building or the Property (collectively, the "**Legal Requirements**");
 - (b) all regulations, requirements and recommendations of any underwriting insurance providers of the Landlord (the "**Insurance Requirements**"); and
 - (c) all applicable federal, provincial, municipal or local statutes, codes, ordinances, bylaws, rules or regulations; any judicial or administrative order or judgment; and any condition or provision of any permit, licence or other authorization applicable to the Tenant or its operations, the Premises, the Building or the Property relating to, without limitation: (i) the protection of the environment, the safety and health of persons (including employees) or the public welfare, including with regard to emissions, waste or noise; (ii) the actual or potential release, discharge, emission or disposal (whether past or present) of any Hazardous Materials (as herein defined); or (iii) the manufacture, generation, processing, distribution, treatment, use, storage, disposal, abandonment, transportation or handling of any Hazardous Material (collectively, the "**Environmental Requirements**").
- D2. The Tenant shall establish such training, safety and monitoring procedures as are required or reasonably necessary to ensure compliance with all Legal Requirements, Insurance Requirements and Environmental Requirements. The Tenant shall establish and submit to the Landlord a regulatory compliance plan (the "**Compliance Plan**") which shall:
- (a) identify and document those activities and materials, including a listing of Hazardous Materials, to be undertaken or used by the Tenant which are or may be subject to any of the Legal Requirements, Insurance Requirements and Environmental Requirements;
 - (b) detail the Tenant's plans and procedures for compliance with each of the Legal Requirements, Insurance Requirements and Environmental Requirements as to each specific regulated material and activity;
 - (c) be revised by the Tenant from time to time during the Term to reflect any changes in its activities, use of materials, or in the Legal Requirements, Insurance Requirements or Environmental Requirements; and
 - (d) be provided by the Tenant to the Landlord upon request or following any revisions.
- D3. For the purposes of preparing its Compliance Plan, the Tenant shall review the contents of any report the Landlord receives from a government body or contractor, environmental consultant or other advisor (an "**Environmental Report**") and provided to the Tenant with regard to noise or the use of any Hazardous Material(s) which may be emitted or discharged through the Premises or the Building via a fume hood exhaust, the sanitary system or other means. The Tenant shall confirm in writing in the Compliance Plan its compliance with the use or handling of Hazardous Material(s) designated as permissible chemicals or materials including quantities and handling of same. Any Hazardous Materials not identified in the Environmental Report shall not be used nor shall be contemplated for use by the Tenant until written approval has been given by the Landlord and the requisite amendments have been made to any Certificate of Approval or other permits granted to the Landlord or the Tenant, as applicable. Any Environmental Report as provided shall have the same force and effect of the Environmental Requirements.
- D4. The Tenant shall obtain, at its own expense, all required licences or permits for the conduct of its business within the terms of this Lease. The Tenant shall, on the Landlord's request, provide proof that all required licences and permits have been obtained and are in good standing. The Landlord

may at its discretion join with the Tenant where required for applying for any such licences or permits, provided that neither the Landlord nor any owner of the Property shall be obligated to be named as a co-applicant to the required licence or permit for the Tenant's operations. Alternatively, the Landlord or any owner of the Property may elect to be the lead applicant to have any required permit or licence issue in its name for the benefit of the Tenant and the Property, and the Landlord shall use commercially reasonable efforts to acquire and maintain any such requisite permits in connection with the Building or the Property.

- D5. The term "**Hazardous Material**" shall mean any flammable, explosive, radioactive, chemical or infectious materials, hazardous (or bio hazardous) materials or wastes, medical wastes, toxic substances, pollutants, gasses, vapours, radiation, chemical or related materials, asbestos, or any material containing asbestos, or any other substances or materials as defined in or regulated by any local, provincial or federal law, order, ordinance or regulation promulgated in respect thereto or by any administrative or judicial body having jurisdiction therefor.
- D6. The Tenant acknowledges that throughout the Term the Tenant must notify the Landlord of any changes or contemplated changes in use of Hazardous Materials. It remains the responsibility of the Tenant to ensure its laboratory work involving Hazardous Materials is in strict compliance with the terms and conditions of any Certificate of Approval or other licence or permit granted to the Landlord or any owner of the Property and the terms and conditions of this Lease. Non-compliance with these terms and conditions may result in the complete shutdown of all laboratory work related to Hazardous Materials, for which the Landlord shall be entitled to seek compensation from the Tenant.
- D7. Without limiting the generality of any other provision herein, the Tenant acknowledges and agrees that the Landlord, by its review and acceptance of the Compliance Plan, or by any content or advice it provides in the development of same, does not authorize or validate the contents thereof or the performance by the Tenant of its obligations under any of the Legal Requirements, Insurance Requirements or Environmental Requirements. The Tenant further acknowledges and agrees that the Landlord is not in any way liable for, or for ensuring or managing, the Tenant's compliance with the Legal Requirements, Insurance Requirements or Environmental Requirements and that no information provided to the Landlord by the Tenant nor any services provided by the Landlord to the Tenant shall affect the obligations of the Tenant hereunder or impose any liability for compliance upon the Landlord. Furthermore, no consent or approval granted by the Landlord in respect of any matter reference in this Schedule "D" shall in any way limit the Tenant's obligation to indemnify the Landlord in respect of any and all damages, expenses, costs or claims arising from the matters contemplated herein.
- D8. The provisions and obligations arising under and governed by this Schedule "D" shall survive the expiration or termination of the Lease. Notwithstanding anything to the contrary, there is no limitation with respect to any loss, damages or cause of action arising from a breach by the Tenant of its obligations pursuant to any of the Legal Requirements, Insurance Requirements or Environmental Requirements.
- D9. The Tenant agrees that it shall not use or permit the use of biohazardous agents requiring a degree of containment in the excess of that described as: Health Canada Containment Level 2 ("CLL2") as defined in "Laboratory Biosafety Guidelines", Office of Biosafety, Canadian Laboratory Centre for Disease Control, Health Protection Branch, Health Canada, 2nd edition 1996, or any up-dates or revisions thereto (the "**HC Guidelines**"); or Animal Pathogen Containment Level 2 ("AP L2") as defined in "Containment Standards for Veterinary Facilities, Food Protection and Inspection Branch, Agriculture and Agri-Food Canada, 1996 or any up-dates or revisions thereto (the "**CFIA Guidelines**").
- D10. The Tenant agrees that it shall ensure that all applicable scientific research and development activities are conducted in conformity with at least the minimum practices, equipment and facilities recommended for such activities in the HC Guidelines and the CFIA Guidelines.
- D11. The Tenant will not conduct activities in or about the Premises using or involving the following without first obtaining approval from the Landlord which the Landlord may withhold in its sole discretion. In the event that the Landlord consents to such use, in addition to any other requirements, the Tenant acknowledges its sole responsibility for obtaining and maintaining appropriate timely licences or

permits as required or confirming same through agreements with an approved party, and the Tenant agrees to comply with all applicable legislation and with such additional rules and regulations applicable to such use, as amended from time to time:

- (a) live or dead human or animal subjects;
- (b) radioactivity or radioactive materials or processes;
- (c) biohazardous agents or materials;
- (d) genetic engineering or modification.