

STUDENT LIFE CENTRE OPERATION AGREEMENT

THIS AGREEMENT is made effective the 4th day of February, 2013 (the "Effective Date").

BETWEEN:

FEDERATION OF STUDENTS, UNIVERSITY OF WATERLOO, a corporation established under the laws of the Province of Ontario

(the "Federation")

- and -

UNIVERSITY OF WATERLOO, a university established by an Act of the Legislature of the Province of Ontario, with its main campus located at 200 University Avenue, Waterloo, Ontario, N2L 3G1

(the "University")

WHEREAS the University is the owner of the Student Life Centre (as hereinafter defined);

AND WHEREAS the parties entered into an agreement dated April 29, 1994 (as subsequently amended and revised) governing operation of the Student Life Centre (the "Original SLC Operating Agreement");

AND WHEREAS the parties wish to make significant changes to the manner in which the Student Life Centre is managed and revenues are shared;

AND WHEREAS the University and the Federation entered into a lease agreement (the "Bombshelter Lease") and an operating agreement with respect to the Bombshelter Pub (as defined below) effective August 31, 2012 and renewed December 15, 2012 and January 31, 2013;

AND WHEREAS the parties agree it would be prudent to amend and restate the Original SLC Operating Agreement to include, among other things, terms and conditions governing the new management and revenue sharing arrangements, as well as the Bombshelter Lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration now paid by each of the parties to each other, the receipt and sufficiency whereof is acknowledged, the parties acknowledge and agree as follows:

- 1) **Definitions.** The following capitalized expressions, where used in this Agreement, shall have the following meanings:
 - a) **"Agreement"** means this agreement, all schedules attached hereto and any amendments made in accordance herewith;
 - b) **"Applicable Laws"** means all applicable laws, including but without limitation, all mandatory laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers of governments, Canadian, provincial and municipal having jurisdiction;
 - c) **"Assignable Federation Space"** means Federation Managed Space that is Bookable Space or that is otherwise not governed by a Space Agreement with the University or third party;
 - d) **"Bombshelter Operating Agreement"** means the agreement between the University and the Federation regarding the operations of the Bombshelter Pub, as amended, renewed or replaced from time to time. A copy of the current Bombshelter Operating Agreement is attached hereto as Schedule I;

- e) **"Bombshelter Pub"** means the food and beverage facility operating under the name of the Bombshelter Pub, which occupies rooms in the Student Life Centre identified on Schedule A, Part 1 attached hereto, as well as the adjacent patio;
- f) **"Bookable Space"** means the rooms that can be booked by Students, the University and other third parties on an hourly or per day basis. Rooms that are Bookable Space as of the Effective Date are listed on Schedule A, Part 1 attached hereto;
- g) **"Business Day"** means any day other than a Saturday, Sunday or day on which the University is closed for paid holidays as determined in accordance with Policy 38;
- h) **"Existing Space Agreements"** has the meaning ascribed to such term in Section 9 hereof;
- i) **"Federation"** has the meaning set forth on page 1 hereof;
- j) **"Federation Managed Space"** means the rooms identified as Federation Managed Space on Schedule A, Part 1 attached hereto, as well as any rooms added to Federation Managed Space from time to time in accordance with Sections 4, 11 and 17 below, but excluding University Managed Space. Federation Managed Space includes the Bombshelter Pub and the Assignable Federation Space;
- k) **"Food Court Area"** means the area known as the Food Court, being comprised of six thousand four hundred-fifty (6,450) square feet and which is currently occupied by Brubachers (5000 square feet) and Subway (1,450 square feet). Such area is outlined in yellow on Schedule B attached hereto;
- l) **"Food Services Managed Space"** means the rooms identified as Food Services Managed Space on Schedule A, Part 2 attached hereto, but excluding all other space in the Student Life Centre;
- m) **"Lease Revenues"** means rent or the equivalent, net of HST, received by the University under a Space Agreement for use of space in the Student Life Centre. Rent may include Occupancy Costs under certain Space Agreements;
- n) **"Leased Space"** means space in the Student Life Centre governed by Existing Space Agreements or New Leases;
- o) **"Liquor License Act"** and **"LLA"** mean the *Liquor License Act*, R.S.O. 1990, c.L.19 and all regulations passed thereunder, as they may be amended from time to time;
- p) **"Liquor License Holder"** means a senior administration at the University appointed by the University to hold the liquor license with respect to the Bombshelter Pub. At the time of execution of this lease the associate provost, students holds this position;
- q) **"Loading Dock"** means the loading dock area forming part of the Student Life Centre and the loading dock enclosure;
- r) **"Net Lease Revenues"** means the amount transferable to the Federation in accordance with Schedule E;
- s) **"Notice of Breach"** means a notice from the non-breaching party to the breaching party of a breach under Sections 39 or 40;
- t) **"Occupancy Costs"** refers to the rate established effective May 1 of each year and published in August or September for space costs on campus as charged by Plant Operations. Each

year thereafter the rate will be adjusted in accordance with the University's usual operating procedures for determining occupancy cost;

- u) **"Operating Procedures"** means the operating procedures approved by the University's Committee on Alcohol Use and Education, as such may be amended from time to time;
- v) **"Original Campus Centre"** means that portion of the Student Life Centre that was built in 1967 and is comprised of 57,364 square feet;
- w) **"Original SLC Operating Agreement"** has the meaning set forth in the recitals;
- x) **"Patron"** means any individual permitted to enter the Bombshelter Pub while in operation;
- y) **"Plant Operations"** means the University's Plant Operations Department;
- z) **"Plant Operations Area"** means the rooms in the Student Life Centre identified as assigned to Plant Operations on Schedule A, Part 2 attached hereto;
- aa) **"Policies, Procedures and Guidelines"** means the policies, procedures, guidelines and standards adopted by the University and posted on the Secretariat website, as such may be amended from time to time, as well as the policies, procedures, guidelines, standards, rules and similar of general application, which are adopted by non-academic units of the University with whom the Federation will be coordinating under this Agreement, including those units responsible for administering the University's plant, finance, safety, central stores, human resources, retail services, provision and distribution of all alcoholic beverages and related services, procurement and legal affairs, as such may be amended from time to time;
- bb) **"Premises"** means the Student Life Centre, including the building structure, fixtures, heating, ventilating and air-conditioning, plumbing and electrical together with all improvements and alterations thereto;
- cc) **"Real Property"** means the land and buildings comprising the Student Life Centre which is a part of the campus owned by the University of Waterloo;
- dd) **"Seating Area"** means the space adjacent to the Food Court Area, which is outlined in green on Schedule B attached hereto;
- ee) **"Service Agreements"** means the agreements between the University and the third parties as better described in Schedule C;
- ff) **"SLC 1996 Addition"** means the addition to the Student Life Centre that was constructed in 1996 and is comprised of 59,887 square feet;
- gg) **"Space Agreements"** means the Existing Space Agreements (Section 9), the University Space Arrangements (Section 10) and, when effective, New Leases (Section 13) and New University Space Arrangements (Section 14);
- hh) **"Student Life Centre"** refers to Building # 19 on the University's Waterloo, Ontario campus (as shown on Schedule D) which is owned by the University and known as the Student Life Centre;
- ii) **"Surplus Funds"** means the amount shown as the Net Free Balance on the financial statement summary provided by the University's finance department for account 5221 Corporate-Student Life Centre – General;

- jj) **"Third Floor 2004 Addition"** means the third floor addition to the Student Life Centre that was constructed in 2004 and is comprised of 8,544 square feet;
 - kk) **"University"** has the meaning set forth on page 1 hereof;
 - ll) **"University Appointee"** means a senior manager appointed by the University to the Campus Bar Operations Directorate, as described in the Bombshelter Operating Agreement;
 - mm) **"University Managed Space"** means the rooms identified as University Managed Space on Schedule A, Part 2 attached hereto, as well as any rooms added to University Managed Space from time to time in accordance herewith, but excluding Federation Managed Space. University Managed Space includes Food Services Managed Space, the Plant Operations Area and the space governed by Space Agreements; and
 - nn) **"Vending Machine Area"** means the space allocated on Schedule A, Part 2 to the Food Services Department for Food Vending Machines.
- 2) **Federation Managed Space - Grant.**
- a) The University grants the Federation the right to use the Federation Managed Space for the Federation and Student Life Centre administration and services, in accordance with and subject to the terms and conditions of this Agreement. A list of the Federation and Student Life Centre services as of the Effective Date is set forth in Schedule J.
 - b) The Federation may use the movable chattels, including tables, chairs, desks and shelves (the "Chattels") owned by the University and located in the Federation Managed Space as of the Effective Date for purposes consistent with Section 5. The Federation may not use or dispose of the Chattels for personal, private or revenue-earning purposes.
 - c) The Federation is responsible for maintaining, replacing and disposing of the Chattels and any replacements thereof, as necessary, from time to time. The Federation may carry out the foregoing activities at the Federation's own expense and without the necessity of obtaining consent from the University.
 - d) For clarity, the Chattels specifically exclude the televisions, security equipment, Plant Operations equipment, IST equipment and fixtures (as defined by law) owned by the University and located in Federation Managed Space, which will remain under the control and management of the University.
 - e) The Federation and Federation Occupants (as defined below) may use the televisions and fixtures owned by the University and located in Federation Managed Space, which are intended for use by Federation Occupants, but may not maintain, replace or dispose of such televisions or fixtures. The Federation will contact the University if maintenance, replacement or disposal is required.
- 3) **Additional Terms Applicable to the Bombshelter Pub.** The parties acknowledge and agree that the operations of the Bombshelter Pub are subject to the terms set forth herein and the Bombshelter Operating Agreement. To the extent of a conflict between the terms of the Bombshelter Operating Agreement and the terms of this Agreement, as such pertain to the Bombshelter Pub, the terms of the Bombshelter Operating Agreement will govern.
- 4) **Federation Responsibility for Federation Managed Space and University Managed Space.**
- a) As of the Effective Date, the Federation shall be responsible for the allocation of Assignable Federation Space and the activities undertaken in Federation Managed Space.

- b) The Federation will manage the Federation Managed Space in a responsible manner under the supervision of a full-time manager. In the event the position of manager is vacant for more than sixty (60) days, the University may appoint an interim manager until the Federation fills the position. The Federation will be responsible for all the University's costs and expenses associated with the appointment of such interim manager.
 - c) The University is and will remain responsible for managing University Managed Space, including the space governed by Space Agreements, until the expiry or termination of the Space Agreements.
 - d) Notwithstanding the foregoing, the Federation will monitor and provide feedback to the University on the activities and services offered by counterparties to Space Agreements.
 - e) On expiry or termination of a Space Agreement, the space governed by such agreement will become Assignable Federation Space unless and until that space is governed by a new Space Agreement. Notwithstanding the foregoing, (i) the University will use reasonable discretion in determining whether to terminate or allow a Space Agreement to expire, taking into account, among other things, feedback from the Federation, intentions of the counterparty to the Space Agreement, and whether there have been any breaches by the counterparty or other material concerns regarding use of space under the Space Agreement; and (ii) in the event the counterparty to a Space Agreement intends to make material changes to the nature of the business conducted in such space, the University will consult with the Federation as to whether to amend the Space Agreement to account for such revised use or to terminate the Space Agreement. For the purposes of this Agreement, the counterparty to a Space Agreement includes a University business unit, department or faculty, as applicable.
- 5) **Use of Federation Managed Space.** The Federation is responsible for ensuring that Federation Managed Space is used solely to pursue the objects for which the Federation was incorporated as set out in its corporate charter or any supplementary letters patent or articles of amendment subsequently issued. Without limiting the generality of the foregoing, the Federation will ensure that activities undertaken in Federation Managed Space are primarily for the benefit of students of the University (the "Students") and other members of the University community, including but without limitation, for the purposes of promoting social contact among members of the University community and their guests by the provision of facilities for providing products and services to Students, hosting seminars, concerts, gatherings, physical recreation activities, and other similar purposes.
- 6) **University Veto.**
- a) The University has the right to veto any proposal or decision made by the Federation in the allocation, use or management of Federation Managed Space, including but without limitation the establishment of new food or beverage outlets or retail offerings or other activities described in Section 5 above (each, a "Proposal").
 - b) Prior to proceeding with a Proposal, the Federation shall submit to the University, represented by the president or his or her delegate (the "University Representative"), written materials detailing the Proposal (each, a "Submission") for review.
 - c) The University shall respond to each Submission within ten (10) Business Days of receipt of such Submission (the "Response Period") with a notice indicating whether the University intends to veto or not to veto the Proposal detailed in such Submission. The University may within the Response Period request additional information, acting reasonably, in which case

the Response Period will be extended by a period of time equal to the number of Business Days between the request for additional information and receipt of such additional information. If the University does not respond in any manner whatsoever to a Submission within the Response Period, then the University will be deemed to have not exercised its veto.

- d) If the University delivers notice under Section 6(c) that it intends to veto a Proposal, prior to exercising such veto, the University Representative shall first meet with the Board of Directors of the Federation or its designate to review the Proposal and related Submission.
 - e) At a meeting arranged in accordance with Section 6(d), the University Representative shall disclose to the Federation all relevant reasons as to why the University Representative intends to veto the Proposal.
 - f) Notwithstanding 6(d), where the reasons of the University Representative for vetoing a Proposal include concern regarding potential harm to persons or property, the Federation acknowledges and agrees that the veto shall be immediate, final and binding on the Federation without the need for further confirmation or a further right of appeal.
 - g) Where the reasons of the University Representative for vetoing a Proposal do not include concern regarding potential harm to persons or property, the Federation shall have ten (10) Business Days in which to submit a written response to such concerns.
 - h) The University Representative shall give the Federation notice within ten (10) Business Days of receipt of the Federation's response under Section 6(g) as to whether it is exercising its veto. The Federation acknowledges and agrees that a notice from the University that it is exercising its veto is final and binding on the Federation without the need for further confirmation or a further right of appeal.
- 7) **Plant Operations Area.** The Federation acknowledges and agrees that the Plant Operations Area shall be under the exclusive control and management of Plant Operations and all costs with respect thereto shall be recovered through Occupancy Costs and Space Agreements, where applicable. Without limiting the generality of the foregoing, the Federation acknowledges and agrees that access to the mechanical and electrical rooms of the Premises will be allowed only to personnel from Plant Operations or their agents, or personnel of the Federation who have been approved in writing by Plant Operations.
 - 8) **Food Services Managed Space.** The Federation acknowledges and agrees that the Food Services Managed Space shall be under the exclusive control and management of the University Food Services Department, except that if the University's Food Services Department wishes to expand the Food Court Area into the Seating Area or to remove seating from the Seating Area, the University will consult with the Federation.
 - 9) **Existing Space Agreements.** As of the Effective Date, the following third parties occupy space in the Student Life Centre under lease or license (the "Existing Space Agreements"):
 - Waterloo Public Interest Research Group
 - Canadian Imperial Bank of Commerce ("CIBC") & CIBC ATMs
 - Apple II Hairstylist
 - S.O.S. Physiotherapy Clinic
 - Kimberly Rau & Associates – Custom Foot Orthotics
 - Lifetouch Photography

- Imprint
- Student Health Pharmacy
- Campus Dentist
- Chaplain's Office

The Federation acknowledges and agrees that:

- a) the Existing Space Agreements will continue until the termination or expiry of the Existing Space Agreements in accordance with their terms;
- b) in the absence of terms regarding termination of an Existing Space Agreement, ninety (90) days' notice of termination is sufficient notice;
- c) until termination in accordance herewith the University is solely responsible for managing the relationship with the counterparty to the Existing Space Agreement; and
- d) the University will transfer Net Lease Revenue, if any, generated by the Existing Space Agreements after the Effective Date to the Federation in accordance herewith.

10) **University Space Arrangements.** As of the Effective Date, the following University operations occupy space in the Student Life Centre (the "University Space Arrangements"):

- UW Housing & Residences and Off-Campus Housing Office
- Warrior Weekends
- Campus Tech
- Watcard
- Tim Horton's outlet operated by the Food Services Department

The Federation acknowledges and agrees that:

- a) the University Space Arrangements will continue until the University gives notice to the Federation that it wishes to terminate these arrangements;
- b) ninety (90) days' notice of termination on the part of the University is sufficient notice;
- c) until termination in accordance herewith the University is solely responsible for managing the University Space Arrangements; and
- d) the University will transfer Net Lease Revenue, if any, generated by the University Space Arrangements after the Effective Date to the Federation in accordance herewith.

11) **Services to be Terminated.** As of the Effective Date, the University uses space within the Student Life Centre for the following purposes (the "Services to be Terminated"):

- Turnkey Desk
- Student Life Centre Management Offices
- Bookings Office
- Bicycle Centre
- Student Resource Office

As soon as reasonably possible before or after the Effective Date, the University will wind-up the Services to be Terminated and will terminate all Service Agreements associated therewith, unless such Service Agreements are assigned in accordance herewith. To the extent the Federation wishes to continue to offer the Services to be Terminated or the services offered under the Service Agreements, the Federation will be responsible for negotiating the

assignment of the Service Agreements or entering into new agreements at its own cost, provided that any assignment of the Service Agreements will not be approved by the University unless the terms of the assignment are satisfactory to the University. When the Services to be Terminated are wound up, the space occupied by such Services to be Terminated will become Federation Managed Space.

- 12) **Bookable Space.** The Federation will be responsible for all arrangements with respect to Bookable Space. The Federation will work with the Procurement & Contract Services department at the University to develop a standard booking agreement, which includes among other things, terms requiring third parties to comply with all laws (including copyright law), insurance terms, limitations of liability and indemnities in favour of and satisfactory to the University. The Federation will give the University priority over booking rooms 1120, 1120A, 1121, 1121B and 1122 for events, including convocation and orientation, provided the University gives the Federation reasonable notice.
- 13) **New Leases.** If the Federation wishes to allocate Assignable Federation Space other than Bookable Space to a third party:
- a) The Federation will make a Proposal to the University in accordance with Section 6; and
 - b) If the University decides not to or is deemed not to exercise its veto with respect to such Proposal (as per the process outlined in Section 6), the Federation will work with Procurement & Contract Services at the University in order to negotiate a new lease between the University and third parties (each, a "New Lease").

The Federation acknowledges and agrees that each New Lease must be between the University and the third party and in a form acceptable to the Procurement & Contract Services department, acting reasonably. Subject to the foregoing, the Federation may determine the business terms of each New Lease, including rent, term and intended uses of the space, in consultation with Procurement & Contract Services. The University will transfer Net Lease Revenue, if any, generated under each New Lease to the Federation in accordance herewith.

- 14) **New University Space Arrangements.** If the University, including the University Food Services Department, wishes to use additional Federation Managed Space (other than Bookable Space), then the University will submit a proposal to the Federation. The Federation will review and respond to the proposal within ten (10) Business Days. If the Federation rejects a proposal, the University will have ten (10) Business Days to submit a revised proposal. The Federation will respond to the revised proposal within ten (10) Business Days of receipt of the revised proposal. The Federation will meet with the University to discuss proposals and revised proposals (if applicable) at the University's request and will not unreasonably withhold or condition its approval of a proposal or revised proposal. If a University proposal or revised proposal is accepted, the parties will enter into a written arrangement with respect to the use of the space and compensation for such use (each, a "New University Space Arrangement"). The University acknowledges and agrees that the Federation may require the University to pay a per square foot rate consistent with the rate paid under Space Agreements by other tenants or occupants of the Student Life Centre. If the University has reason to question the rate set by the Federation, the Federation will provide supporting documentation satisfactory to the University, acting reasonably, for the per square foot rate. The University will transfer Net Lease Revenue, if any, generated under the New University Space Arrangement to the Federation in accordance herewith.

- 15) **Competition.** During the Term, neither party will provide, directly or indirectly through a third party, products or services within the Student Life Centre that are competitive with or substantially the same as those offered or provided by the other party, unless such similar products or services were in existence as of the Effective Date or have been consented to in writing by the other party after the Effective Date.
- 16) **Financial Arrangements.**
- a) The University will transfer Net Lease Revenues to the Federation in accordance with Schedule E.
 - b) The Federation shall be responsible for the Occupancy Costs for the Loading Dock, SLC 1996 Addition and space governed by a Space Agreement where the Lease Revenue transferred to the Federation in respect of that space includes Occupancy Costs. These Occupancy Costs will be included in the Net Lease Revenue calculation.
 - c) The University shall be responsible for the Occupancy Costs for the Original Campus Centre, the Food Court Area and Third Floor 2004 Addition. These costs will be included in the Net Lease Revenue calculation.
 - d) The parties acknowledge and agree that the payment of Occupancy Costs does not, in and of itself, determine control over the space or give one party the exclusive right to use that space. The right to occupy or use space is determined in accordance with the provisions of this Agreement and the Space Agreements.
- 17) **Vending Machines.** Within thirty (30) days of the date on which the Federation first offers twenty-four hour, seven day per week food service on a consistent, ongoing basis in the Federation Xpress (or equivalent) in the Student Life Centre, all vending machines located in the Student Life Centre which are controlled by the University shall be removed by the University and the space will become Assignable Federation Space. If at any time during the Term, the Federation ceases to offer twenty-four hours per day, seven days per week food service in the Federation Xpress (or equivalent) in the Student Life Centre for a period of seven (7) consecutive days, excluding the period between the last day of exams and the first day of the next term (each, a "Service Interruption"), the University will deliver notice to the Federation that it intends to reinstall the vending machines if the Federation does not rectify the Service Interruption within seven (7) days from the notice date. If the Federation fails to rectify the Service Interruption within the seven (7) day period, University may reinstall the vending machines at any time after the end of the seven (7) day period. If there are two Service Interruptions within any twelve month period, the University may reinstall the vending machines at any time after the second Service Interruption with notice to the Federation, but without being required to give the Federation the opportunity to rectify the second Service Interruption. If vending machines are reinstalled in the Student Life Centre in accordance with this Section, the space occupied by the vending machines will be treated as if it were Food Services Managed Space under Section 8 and not be subject to Section 14 (New University Space Arrangements).
- 18) **Surplus Funds.** The University will transfer to the Federation the Surplus Funds as of April 30, 2013, net of any amounts then-owing by the Federation to the University within thirty (30) days after April 30, 2013, after which the account will be closed.

Federation – Restrictions, Limitations and Additional Covenants.

- 19) The Federation will comply with the Policies, Procedures and Guidelines in carrying out its rights and obligations under this Agreement. If the Policies, Procedures and Guidelines are or at any time become inconsistent with this Agreement, the terms of the Policies, Procedures and Guidelines will take precedence. If both parties determine that an amendment to this Agreement is required to make the Agreement consistent with the Policies, Procedures and Guidelines, the parties will negotiate such amendment in good faith.
- 20) The Federation will comply with all Applicable Laws in carrying out its rights and obligations hereunder.
- 21) The Federation will reserve the lower atrium and upper outside courtyard of the Student Life Centre primarily as non-commercial space.
- 22) The Federation will not permit or authorize, intentionally or otherwise, the Premises to be used as a temporary or permanent place of residence or overnight place of accommodation.
- 23) Nothing in this Agreement provides for an ownership interest in the Premises to the Federation and the parties specifically acknowledge and agree that title to the Real Property is in the name of the University. Neither this Agreement nor notice thereof shall be registered against the title to the said Real Property. The parties further agree that nothing in this Agreement shall in any way affect the ability of the University to mortgage the Real Property.
- 24) The name of the Student Life Centre and any future changes thereto shall be agreed upon by the University and the Federation in accordance with the Policies, Procedures and Guidelines. The parties agree not to refer to the Premises by any name other than that so designated from time to time.
- 25) The Federation acknowledges and agrees that licensing under the Alcohol and Gaming Commission of Ontario for any activities within the Premises will be in the name of the University and the provision and distribution of all alcoholic beverages in and to the Premises must be carried out in accordance with the Policies, Procedures and Guidelines with respect to alcohol-related services.
- 26) The Federation acknowledges and agrees that the Premises are keyed under the University's system and keys will be issued by the key control department at the University to the Federation personnel as properly authorized by the Federation.
- 27) The Federation shall maintain and operate the Premises to University standards as determined by the University's Plant Operation Department, such standard being that of a reasonably prudent owner. The Federation will procure utilities, janitorial and maintenance services for the Premises only from the University. The amounts payable for utilities, janitorial and maintenance services, other than Capital Maintenance (as defined below), will be included in Occupancy Costs.
- 28) The Federation shall notify the University of any required maintenance, including damage to the Premises or of the contents of the Premises that are owned by the University, save and except normal wear and tear. If the notice concerns Capital Maintenance, the University will determine in its own discretion whether Capital Maintenance is required and how and when to undertake such Capital Maintenance. All other maintenance services will be provided by the University in a manner and time period commensurate with maintenance for the University's other buildings and land.

- 29) The Federation shall make every effort:
- a) not to do anything or permit anything to be done which might constitute a nuisance at law;
 - b) not to overload the electrical system or allow the depositing of corrosive substances or insoluble solids in sanitary lines or allow depositing of waste in the storm waterlines;
 - c) to ensure proper and timely removal of all garbage, recycling and other waste material from the Federation Managed Space for deposit in bulk garbage containers provided by the University;
 - d) to preclude tampering with any fire alarm or firefighting equipment. Notification of the use of any firefighting equipment will be promptly given to the University; and
 - e) to preclude introduction into the Premises of any hazardous or flammable material or liquid or anything whatsoever that could cause injury to persons or property. Such materials or liquids shall not include those normally found in an operation similar to that to be conducted from the Premises.
- 30) The University may inspect the Federation Managed Space upon reasonable notice to the Federation President, provided that in the event of an emergency, as determined by the University acting reasonably, it may inspect the Federation Managed Space at any time and will provide notice to the Federation President as soon as reasonably possible thereafter. The University may inspect all other space within the Student Life Centre in accordance with the terms of the arrangements regarding such space. The University shall not be required to pay compensation for any inconvenience, nuisance or discomfort occasioned by any inspection carried out in accordance herewith.
- 31) The Federation shall not erect, paint, display or maintain any advertising, sign or identifying sign or writing on the exterior or interior walls, windows or roof where it would be visible from the exterior of the Premises other than any writing or sign approved by the University.
- 32) The Federation shall provide the University with:
- a) audited financial statements prior to October 31 each year; and
 - b) proof of insurance prior to August 31 each year, with such insurance meeting the requirements as set out in Section 35.
- 33) The Federation will not do anything which may make void or voidable any insurance on the Premises.
- 34) The Federation shall allow entry to the Student Life Centre at any time by the University or its employees, agents or servants to remove any article or remedy any condition which in the opinion of the University would be likely to lead to cancellation of any policy of insurance on the Premises or any part thereof.
- 35) In addition to Occupancy Costs, the Federation shall be responsible for the following expenses:
- a) telephone service;
 - b) internet service beyond the average service provided by University Information Systems & Technology to similar buildings on the University's main campus;
 - c) acquisition, maintenance and replacement of any furniture and equipment used in the Federation Managed Space. The Federation will obtain prior written approval from Plant Operations for the installation, delivery, relocation or removal of any major furniture or

equipment. The Federation will be responsible for all expenses related to installation, delivery, relocation and removal of furniture or equipment, including but without limitation, damages caused to the Premises;

- d) all alterations, improvements, renovations, installation or removal of fixtures in the Federation Managed Space (the "Improvements"). The Federation will obtain prior written approval and be responsible for all expenses associated with such Improvements. The Federation acknowledges and agrees that such Improvements will only be made by authorized personnel employed by or contracted by the University. The Federation will provide a report to the Finance Department of the University by March 31 each year, detailing the amount paid by the Federation for Improvements. The Federation will provide supplementary materials to support such reports at the reasonable request of the Finance Department of the University;
- e) premiums for comprehensive liability insurance which shall be obtained and maintained in force by the Federation at a minimum amount of ten million dollars (\$10,000,000.00) in aggregate and two million dollars (\$2,000,000.00) per occurrence, including liquor liability coverage. The University and Federation will be the named insured on the policy of insurance; the Federation will obtain a letter from its insurer which states that the foregoing insurance coverage will be deemed primary coverage over any insurance maintained by the University, and evidence of the foregoing coverage will be provided to the University;
- f) premiums for fire and extended coverage insurance on the Federation's assets as well as any deductible amount in the event of an insured claim. The policy of insurance will be acquired by the Federation separate from University fire insurance coverage on a replacement cost basis;
- g) requests for special services from the University in addition to the services provided hereunder, such as University police presence at events supplemental to routine services provided by University police hereunder;
- h) at the discretion of the Liquor License Holder, reasonable expenses incurred by the University in relation to the Federation's use of the Bombshelter Pub including administration of pub operations by the University, legal costs, and costs for the University Appointee's time; and
- i) all taxes or assessments if and when levied by Federal, Provincial, regional or municipal authorities against the Premises or any aspect of the Federation's activities from the Premises, including but without limitation, any charges for response to fire alarms, police attendance or by-law enforcement.

Additional Covenants of University.

- 36) The University agrees:
 - a) that approval for Improvements requested by the Federation as per Section 36(d) will not be unreasonably withheld;
 - b) to be responsible for capital maintenance, including repairs, replacements, adaptations and renovations to critical building envelope elements (which include the roof, electrical and HVAC systems), building systems, building components, site components and infrastructure (collectively, "Capital Maintenance"). The University will undertake Capital Maintenance when deemed necessary in its reasonable discretion. The costs associated with Capital

Maintenance will be borne by the University, unless the requirement for Capital Maintenance is a direct result of negligence, recklessness or wilful misconduct of the Federation, its employees, agents or representatives, in which case, the costs of Capital Maintenance will be recoverable from the Federation; and

- c) to provide the security services of University police, commensurate to the services provided to other buildings on campus.

Term.

- 37) Subject to earlier termination or renewal, this Agreement shall be for a term of forty-nine (49) years commencing on February 4, 2013 and terminating on February 3, 2062 (including all renewal terms, if any, the "Term"), subject to necessary governmental approvals (the "Approval") for the length of the Term. The parties shall work together in good faith to obtain the Approval. If the parties are unable to obtain the Approval, then the parties will enter into an amendment to this Agreement reducing the Term from forty-nine (49) to nineteen (19) years.
- 38) The parties shall, no later than six (6) months prior to the expiration of the Term, discuss renewal of the Agreement or negotiation of a new agreement. The parties will consider whether the circumstances underlying the Agreement have changed to such an extent that a new agreement is required or recommended. In the event the parties have not agreed to renew or enter into a new agreement as of the termination date of this Agreement and have not agreed to extend the negotiation period in writing, this Agreement shall expire and, subject to Section 46, all obligations will come to an end.

Termination.

- 39) In the event the Federation is in breach of Policies, Procedures and Guidelines applicable to the Student Life Centre or its management thereof, the University may deliver a Notice of Breach to the Federation and the Federation shall have ninety (90) days to remedy the said breach, unless the breach would result in imminent harm to persons or property, in which case, the Federation will remedy said breach immediately. If not so remedied, the University shall have the authority to take such actions on behalf of the Federation to remedy such breach at the cost of the Federation and such actions shall be binding upon the Federation. In the event the Federation does not agree an alleged breach has occurred, acting reasonably, it shall notify the University within ten (10) Business Days of receipt of the Notice of Breach and a determination of the matter shall be resolved in accordance with the provisions of Sections 53-55.
- 40) For breaches other than a breach of Policies, Procedures and Guidelines under Section 39, the following applies:
 - a) Either party may, by delivering Notice of Breach to the other party, immediately terminate this Agreement in the event the other party (i) ceases to carry on business in the ordinary course; (ii) makes an assignment for the benefit of creditors; (iii) becomes bankrupt or insolvent; (iv) has a receiver appointed or has its property seized or attached in satisfaction of a judgment; or (v) an order is made for the liquidation, winding up or dissolution of the other party.
 - b) Either party may, by delivering Notice of Breach to the other party, terminate this Agreement in the event that the other party has breached a material term of this Agreement or has consistently failed to perform its obligations under this Agreement and has not rectified such breach within thirty (30) days of receipt of the Notice of Breach. In the event a party does not agree that an alleged breach has occurred, acting reasonably, it shall

notify the other party within ten (10) Business Days of receipt of the Notice of Breach and the matter shall be handled in accordance with the provisions of Section 53.

- c) Either party may, by delivering Notice of Breach to the other party, terminate this Agreement as it relates to the Bombshelter Pub in the event the Bombshelter Operating Agreement is terminated or the other party has breached a material term or consistently failed to perform its obligations under this Agreement as it relates to the Bombshelter Pub and has not rectified such breach within thirty (30) days of receipt of the Notice of Breach. In the event a party does not agree an alleged breach has occurred, acting reasonably, it shall notify the other party within ten (10) Business Days of receipt of the Notice of Breach the matter shall be handled in accordance with the provisions of Sections 53.
 - d) The University may, by delivering Notice of Breach to the Federation, terminate this Agreement if, without the written consent of the University, the Federation Managed Space (other than Bookable Space) becomes and remains vacant or not used for a period of thirty (30) consecutive days while it is suitable for use by the Federation or is used by any person other than the Federation or the University without a Space Agreement negotiated in accordance herewith, and the Federation has failed to rectify such breach within thirty (30) days of receipt of the Notice of Breach. In determining whether to grant consent to a vacancy as described herein, the University will consider whether the vacancy occurred without the required notice under the Space Agreement (or this Agreement if not provided for under the Space Agreement) and whether the Federation is acting diligently to fill the vacancy.
 - e) The University may, by delivering Notice of Breach to the Federation, terminate this Agreement within five (5) Business Days from the date of the Notice of Breach in the event there is a material wrongful or negligent act on the part of the Federation or any employee, agent or representative of Federation in connection with its management of the Student Life Centre, which has or with the passage of time could reasonably be expected to cause harm to persons or property or to reflect materially and negatively on the University and/or the Federation. In the event the Federation does not agree an alleged breach has occurred, acting reasonably, it shall notify the University within five (5) Business Days of the date of the Notice of Breach and the matter shall be handled in accordance with the provisions of Sections 53. If t
 - f) The University may, by written notice to the Federation, terminate this Agreement if the Federation fails to obtain or maintain, at any point during the Term, insurance required hereunder or by law or fails to obtain or maintain any license, approval, consent or permit necessary for the operation of its business, and the Federation has failed to rectify such breach within thirty (30) days of receipt of notice thereof.
- 41) This Agreement may be terminated at any time:
- a) with the consent of both the University and the Federation;
 - b) by a decision of the University's Board of Governors with sixty (60) days written notice to the Federation;
 - c) by decision of the Federation's Board of Directors with sixty (60) days written notice to the University.

Upon termination in accordance with this Section 41, the University will pay for any Improvements made after the Effective Date and by the Federation where such Improvements

were made with the prior approval of the University in accordance with Section 35(d). Subject to agreement by the parties to the contrary, the amount to be paid to the Federation will be the aggregate amount reported to the University Finance Department under Section 35(d), minus any amounts owing by the Federation to the University or its contractor in respect of such Improvements and minus depreciation calculated in a manner consistent with manner in which the University calculates depreciation for similar Improvements to its other buildings. The University may set-off the foregoing amount against any other obligation of the Federation to the University then-outstanding.

- 42) Upon termination or expiry (other than under Section 40(c)), the Federation will immediately surrender the Premises to the University in the condition in which it is required to be kept under this Agreement. If the Federation does not so surrender the Premises, the University may re-enter and assume control of the Premises, in addition to any other remedies it may have at law.
- 43) Upon termination or expiry under Section 40(c), the Federation will immediately surrender the Bombshelter Pub in the condition in which it is required to be kept under this Agreement. If the Federation does not so surrender the Bombshelter Pub, the University may re-enter and assume control of the Bombshelter Pub, in addition to any other remedies it may have at law.
- 44) Upon termination or expiry of this Agreement, all amounts owing by the Federation to the University hereunder shall become due and payable as of the date of termination.
- 45) Any provision of this Agreement which expressly states it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so. Without limiting the generality of the foregoing, the terms and conditions in: Sections 41, 42, 43, 44, 45, 46, 47 (for two years after termination), 48 (for two years after termination), 49 (for two years after termination) and 51 and Schedule F shall so survive.

Limitation of Liability and Indemnities.

- 46) The University shall not be liable or responsible in any way for any bodily injury or death that may be caused, suffered or sustained by any employee of the Federation or any other person who may be upon the Premises or for any loss of or damage or any injury to property belonging to the Federation or its employees or to any other person while such property is on the Premises; except to the extent the injuries, damages or death were caused directly by the negligence, recklessness or wilful misconduct of the University, its employees or agents.
- 47) The Federation agrees to indemnify the University from any and all liabilities, damages, costs, claims, suits or actions arising from:
 - a) any breach, violation or non-performance of any agreement, covenant or proviso contained herein on the part of the Federation;
 - b) any damage to property occasioned by the use of the Premises or Federation Services by the Federation or any person using the Premises, including Patrons, Students and directors, officers, employees, agents and volunteers of the Federation (each of the foregoing, a "Federation Occupant"); or
 - c) any injury to person or persons, including death, resulting from the use of the Premises or Federation Services by Federation Occupants or management of the Federation Managed Space by the Federation.

- d) Such indemnification shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding, provided, however, that such indemnification shall in no event extend to the direct, primary and proximate result of the negligent, reckless or wilful misconduct of the University, its agents, employees, or representatives.
- 48) Subject to Section 46, the University agrees to indemnify the Federation from any and all liabilities, damages, costs, claims, suits or actions arising from:
- a) Any breach, violation or non-performance of any agreement, covenant or proviso contained herein on the part of the University;
 - b) Any damage to Federation property occasioned by the use and occupancy of the Premises by the University or any counterparty to a Space Agreement, excluding a Federation Occupants (each of the foregoing, a "University Occupant"); or
 - c) Any injury to person or persons including death resulting from the use of the Premises by a University Occupant.
 - d) Such indemnification shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding, provided, however, that such indemnification shall in no event extend to the direct, primary and proximate result of the negligent, reckless or wilful conduct of the Federation, its agents, employees, or representatives.
- 49) Notwithstanding the provisions of Sections 46-48 above, the parties agree that the University shall maintain property and liability insurance for the Premises in keeping with standard University practice. The University agrees to maintain adequate property insurance on assets or contents which are owned by the University in the Premises and to maintain the necessary liability insurance. The Federation agrees to maintain adequate property insurance on assets or contents which are owned by the Federation in the Premises and to maintain the liability insurance required of it pursuant to the terms of this Agreement.

Obligation to Repair.

- 50) If during the term of this Agreement or any renewal thereof, the Premise is destroyed or partially destroyed by fire, lightning, tempest or other peril, the University, in consultation with the Federation, will repair the Premises if:
- a) The cost of repair is less than the cost of replacing the Premises; and
 - b) The time to repair is less than the time to replace the Premises.
- 51) If the University elects not to repair or rebuild, this Agreement will be considered terminated as at the date of the event that caused the destruction or partial destruction. Any insurance proceeds will be applied in the manner herein set out:
- a) To pay for the costs of demolition and restoration of the site;
 - b) to pay in full any financial obligation of the Federation to the University as a result of any term of this Agreement;
 - c) to pay to the Federation the amount of any University-approved, Federation paid Improvements calculated as at the date of the loss in accordance with Section 41; and
 - d) any residual funds from policies of which the University is a named insured shall be retained by the University to be used for the benefit of undergraduate students of the University in a manner mutually agreeable to the University and the Federation.

- 52) If the University, in consultation with the Federation, elects to repair or rebuild, the University agrees to do so with reasonable diligence and dispatch. Under these circumstances, the following will apply:
- a) Premises destroyed or partially destroyed and not being useable - the terms of this Agreement will be suspended during the repair/rebuilding period but will be immediately reinstated upon declaration by the University that the Premises are restored to a state comparable to that prior to the event that caused destruction or partial destruction. The Term of this Agreement will be extended by the time necessary to replace or repair the Premises;
 - b) Premises partially destroyed or damaged but not sufficient to impair the Federation, the Federation Occupants or other entities that have leased space in the Premises and their ability to pursue their objects - all terms and conditions of this Agreement will continue;
 - c) Premises partially destroyed or damaged to a degree sufficient to preclude the Federation from fully pursuing its objects but sufficient to allow partial use of the Premises during the rebuilding/repair period - all terms and conditions of this Agreement will continue except the Net Lease Revenue calculation will be adjusted to account for the lost revenue by reason of the damage or destruction; and
 - d) All proceeds of insurance policies of which the University is a named insured shall be retained by the University for the purposes of rebuilding/repairing the Premises.

Dispute Resolution.

- 53) In the event of any dispute arising between the parties under Section 39, 40(b), 40(c), or 40(e), which cannot be resolved by the parties acting reasonably, such dispute shall be submitted to a mutually accepted mediator by notice given by either party to the other. A mutually acceptable mediator shall have the power to make recommendations in order to settle the dispute. Should no mutually acceptable mediator be selected within fifteen (15) days, or should such mediator fail to resolve the dispute within fifteen (15) days of appointment, then either party may give written notice to the other party within fifteen (15) days of the failure to agree on a mediator or the failure of the mediation to resolve the dispute of intent to seek arbitration, in the case of disputes arising in connection with Section 39, or to terminate the Agreement and pursue other remedies at law, in the case of disputes arising in connection with Section 40(b), 40(c), or 40(e).
- 54) Upon such notice being given, the dispute shall be determined by the award of three (3) arbitrators, or by a majority of them, one such arbitrator to be named by the University and one such arbitrator to be named by the Federation. These two (2) arbitrators shall be named within twenty (20) days of the giving of such notice, and the third arbitrator shall be selected by these two (2) arbitrators within twenty (20) days after both have been nominated. If either the University or the Federation shall neglect or refuse to name its arbitrator, the arbitrator named by the other party shall proceed with the arbitration and the award of such arbitrator shall be final and binding on both the University and the Federation. The arbitrators shall have the powers given by the Arbitrations Act. R.S.O. 1990 c.A.24, as may be amended from time to time, and may, at any time, proceed in such a manner as they may see fit and, on such notice as they deem reasonable and may proceed in the absence of either party if such party fails to attend. The arbitrators shall render their decision within thirty (30) days of the establishment of the board of arbitration.

- 55) Each party shall pay the costs of its own arbitrator and shall share equally the costs of the third arbitrator and in any other costs of arbitration. The award and determination of the arbitrators shall be final and binding upon both parties hereto and each party agrees not to appeal any such award or determination.

Miscellaneous Provisions.

- 56) The provisions of the Original SLC Operating Agreement reproduced in Schedule F continue in full force and effect.
- 57) The parties will enter into the Termination and Settlement Agreement and the WatCard Agreement attached hereto as Schedules G and H concurrently with or as soon as reasonably possible after the execution of this Agreement.
- 58) Notwithstanding anything to the contrary contained in this Agreement, if a party shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles, inability to procure materials or services, failure of power, riots, insurrections, rebellion, war, Act of God, or other reason whether of a like nature or not, not the fault of such party, then performance of such term, covenant or act shall be excused for the period of the delay and the period of performance of any term, covenant or act shall be extended for a period equivalent to the period of such delay.
- 59) Failure of the University to insist on strict performance of any of the covenants made by the Federation herein shall not be deemed a waiver of any rights of remedies that the University may have or a waiver of any subsequent breach or default.
- 60) No amendment or waiver of this Agreement or any provision hereof will be binding unless executed in writing by the parties to be bound by it.
- 61) Except as otherwise provided to the contrary, this Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. No party may assign its rights hereunder except with the written approval of the other party.
- 62) The parties hereto agree that they will, from time to time at the reasonable request of the other party, execute and deliver such instruments, conveyances and assignments and take such further action as may be required pursuant to the terms hereof to accomplish the intent of this Agreement.
- 63) Time shall be deemed to be of the essence with respect to all time limits mentioned in this Agreement.
- 64) This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous Agreements, understandings, negotiations and discussions whether oral or written of the parties and there are no warranties, representations or other Agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.
- 65) Except as otherwise herein set forth, any notice contemplated or required to be given hereunder shall be in writing and either delivered personally, sent by prepaid mail or reproduced electronically addressed as follows:

In the case of Federation:

Federation of Students
University of Waterloo, Student Life Centre

200 University Ave. W.
 Waterloo, Ontario, Canada N2L 3G1
 Addressed to: President, Federation of Students
 With copies to: Vice-President, Administration & Finance, Federation of Students and General
 Manager, Student Life Centre

In the case of University:

University of Waterloo
 200 University Ave. W.
 Waterloo, Ontario, Canada N2L 3G1
 Addressed to: Secretary of the University
 With copies to: Associate Provost, Students and Vice-President, Administration & Finance

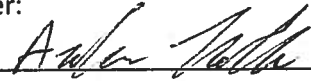
Any notice delivered or mailed as above shall be conclusively deemed to have been given on the date of delivery or on the third Business Day following the day on which it was mailed. Either of the parties hereto may give notice in writing to the other of any change of address; thereafter all such notices shall be delivered or mailed to the new address so notified.

- 66) If any covenant or obligation set forth in this Agreement or the application of it to any party or the particular circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such obligation to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each such obligation shall be separately valid and enforceable to the fullest extent permitted by law.
- 67) This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party waives any objection on the grounds of venue, forum non-conveniens or any similar grounds, and irrevocably, attorns to the jurisdiction of the courts of the Province of Ontario.
- 68) Nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent, or employment relationship between the parties or between a party and the employees of the other party.
- 69) All headings in this Agreement are inserted for convenience and reference only and are not to be considered in the construction or interpretation of any provisions of this Agreement.
- 70) This Agreement may be executed by the parties hereto in separate counterparts each of which when so executed and delivered shall be original but all such counterparts shall together constitute one and the same instrument.
- 71) The signature of the parties hereto as evidenced by a facsimile document transmission or transmission by other electronic means shall be deemed to be original signatures and the Agreement containing such signature or signatures shall be binding upon the parties hereto.

IN WITNESS WHEREOF the corporate seals of the University and the Federation have been hereunto affixed under the hands of their duly authorized officers in that behalf.

**FEDERATION OF STUDENTS
UNIVERSITY OF WATERLOO**

Per:



I have authority to bind the Corporation

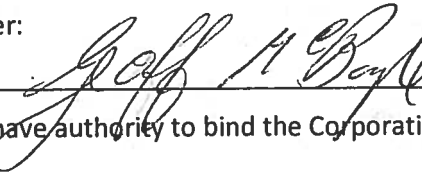
Per:



I have authority to bind the Corporation


UNIVERSITY OF WATERLOO

Per:



I have authority to bind the Corporation

Per:



I have authority to bind the Corporation

Schedule A

Federation Managed Space and University Managed Space

(see attached)

Schedule A

Part 1

Room	Organization/Use	TLH Code
0115	Storage	77790 - REC FAC STORAGE
0117	Federation of Students	73742 - FOOD FAC-TOILETS
0117A	Federation of Students	73742 - FOOD FAC-TOILETS
0118	Federation of Students	73742 - FOOD FAC-TOILETS
0118A	Federation of Students	73742 - FOOD FAC-TOILETS
0119	Federation of Students	73630 - BAR STORAGE
0120	Federation of Students	73630 - BAR STORAGE
0120A	Federation of Students	73630 - BAR STORAGE
0121	Federation of Students	73725 - CAFETERIA STORAGE
0121A	Federation of Students	32500 - STUDENT ENTERPRISE OFF
0136	Feds Used Books	76100 - MERCHANDISING DISPLAY
0136A	Feds Used Books	32500 - STUDENT ENTERPRISE OFF
0136B	Feds Used Books	76770 - MERCHANDISING STORAGE
0136C	Feds Used Books	76770 - MERCHANDISING STORAGE
0137	Federation of Students	32500 - STUDENT ENTERPRISE OFF
0137A	Federation of Students	32500 - STUDENT ENTERPRISE OFF
0137B	Federation of Students	32500 - STUDENT ENTERPRISE OFF
0137C	Federation of Students	32500 - STUDENT ENTERPRISE OFF
0502E	Lockers	77250 - STUDENT ENTERPRISES
0502F	Storage	77790 - REC FAC STORAGE
0502G	Storage	77790 - REC FAC STORAGE
0504B	Lockers	77790 - RECREATION FAC LOCKERS
0504C	Storage	77790 - REC FAC STORAGE
1101	Fed Express	76000 - MERCHANDISING FACILITIES
1101A	Fed Express	77790 - REC FAC STORAGE
1101B	Fed Express	76000 - MERCHANDISING FACILITIES
1102	Federation of Students	37110 - RECEPTION, WAITING
1102A	Federation of Students	77790 - REC FAC STORAGE
1103	Federation of Students	32500 - STUDENT ENTERPRISE OFF
1104	Federation of Students	32500 - STUDENT ENTERPRISE OFF
1105	Federation of Students	32500 - STUDENT ENTERPRISE OFF
1106	Federation of Students	32500 - STUDENT ENTERPRISE OFF

Schedule A

Part 1

2105A	Lockers	77790 - REC FAC STORAGE
2105B	Bookable space	75100 - STUDENT LOUNGE &
2106	Bookable space	77220 - MUSIC ROOM
2108	Clubs space	38100 - CONFERENCE ROOM
2109	Clubs space	32500 - STUDENT ENTERPRISE OFF
2109A	Clubs space	75100 - STUDENT LOUNGE &
2112	Clubs space	32500 - STUDENT ENTERPRISE OFF
2113	Clubs space	32500 - STUDENT ENTERPRISE OFF
2116	Federation of Students	32500 - STUDENT ENTERPRISE OFF
2117	Federation of Students	75300 - STAFF LOUNGE
2118A	Federation of Students	32500 - STUDENT ENTERPRISE OFF
2119	Clubs space	32500 - STUDENT ENTERPRISE OFF
2120	Clubs space	32500 - STUDENT ENTERPRISE OFF
2122	Clubs space	32500 - STUDENT ENTERPRISE OFF
2123	Clubs space	32500 - STUDENT ENTERPRISE OFF
2124	Clubs space	32500 - STUDENT ENTERPRISE OFF
2124A	Clubs space	32500 - STUDENT ENTERPRISE OFF
2125	Clubs space	32500 - STUDENT ENTERPRISE OFF
2126	Clubs space	32500 - STUDENT ENTERPRISE OFF
2127	Clubs space	32500 - STUDENT ENTERPRISE OFF
2128	Clubs space	32500 - STUDENT ENTERPRISE OFF
2129	Clubs space	32500 - STUDENT ENTERPRISE OFF
2130	Clubs space	32500 - STUDENT ENTERPRISE OFF
2132	Bookable space	77100 - MEETING ROOMS
2133	Bookable space	77100 - MEETING ROOMS
2134	Bookable space	77100 - MEETING ROOMS
2134A	Bookable space	77790 - REC FAC STORAGE
2136	Bookable space	77100 - MEETING ROOMS
2137	Study Space	75100 - STUDENT LOUNGE &
2138	Study Space	75100 - STUDENT LOUNGE &
2140	Study Space	75100 - STUDENT LOUNGE &
2141	Campus Response Team	32500 - STUDENT ENTERPRISE OFF
2142	Off-Campus Dons	32500 - STUDENT ENTERPRISE OFF

Schedule A
Part 2

Room	Organization/Use	TLH Code
0102	Food Services Managed Space	01210 - CORRIDOR
0102A	Food Services Managed Space	73725 - CAFETERIA STORAGE
0102B	Food Services Managed Space	73725 - CAFETERIA STORAGE
0103	Plant Operations Area	84600 - RECEIVING & HANDLING
0103A	Food Services Managed Space	73725 - CAFETERIA STORAGE
0103B	Plant Operations Area	84600 - RECEIVING & HANDLING
0103C	Food Services Managed Space	73725 - CAFETERIA STORAGE
0104	Existing Space Agreement (Lifetouch Photography)	76100 - MERCHANDISING DISPLAY
0105	Existing Space Agreement (CIBC)	76800 -
0105A	Existing Space Agreement (CIBC)	76800 -
0105B	Existing Space Agreement (CIBC)	76730 - MERCHANDISING
0105C	Existing Space Agreement (CIBC)	76730 - MERCHANDISING
0105D	Existing Space Agreement (CIBC)	76770 - MERCHANDISING STORAGE
0105E	Existing Space Agreement (CIBC)	76770 - MERCHANDISING STORAGE
0105F	Existing Space Agreement (CIBC)	76730 - MERCHANDISING
0105G	Existing Space Agreement (CIBC)	76730 - MERCHANDISING
0105H	Existing Space Agreement (CIBC)	76800 -
0105J	Existing Space Agreement (CIBC)	76800 -
0105K	Existing Space Agreement (CIBC)	76800 -
0105L	Existing Space Agreement (CIBC)	76730 - MERCHANDISING
0105M	Existing Space Agreement (CIBC)	76800 -
0105N	Existing Space Agreement (CIBC)	76800 -
0105P	Existing Space Agreement (CIBC)	76800 -
0105R	Existing Space Agreement (CIBC)	76730 - MERCHANDISING
0105S	Existing Space Agreement (CIBC)	76800 -
0106	Existing Space Agreement (Apple II Hairstylist)	76800 -
0106A	Existing Space Agreement (Apple II Hairstylist)	76800 -
0106B	Existing Space Agreement (Apple II Hairstylist)	76800 -
0107	University Space Arrangement (Watcard)	34200 - GENERAL CLERICAL OFFICES
0107A	University Space Arrangement (Watcard)	37430 - OFFICE COMPUTER EQUIP
0107B	University Space Arrangement (Watcard)	37120 - COAT RACK/CLOSET
0107C	University Space Arrangement (Watcard)	37310 - OFFICE SUPPLIES

Schedule A
Part 2

0134C	University Space Arrangement (UW Housing & Residences and Off-Campus Housing Office)	38110 - GROUP CONF ROOM
0501	Plant Operations Area	01210 - CORRIDOR
0502	Plant Operations Area	01210 - CORRIDOR
0502A	Food Services Managed Space	73740 - MISC OTHER FOOD SERVICE
0502B	Food Services Managed Space	73725 - CAFETERIA STORAGE
0502C	Food Services Managed Space	73725 - CAFETERIA STORAGE
0502D	Food Services Managed Space	73725 - CAFETERIA STORAGE
0503	Plant Operations Area	01210 - CORRIDOR
0503A	Plant Operations Area	01230 - STAIRS
0503B	Plant Operations Area	01210 - CORRIDOR
0504	Plant Operations Area	01210 - CORRIDOR
0504A	Plant Operations Area	01230 - STAIRS
0505	Plant Operations Area	01230 - STAIRS
0506	Plant Operations Area	01210 - CORRIDOR
0507	Plant Operations Area	01230 - STAIRS
0508	Plant Operations Area	01230 - STAIRS
0509	Plant Operations Area	01230 - STAIRS
0510	Plant Operations Area	01230 - STAIRS
0511	Plant Operations Area	01210 - CORRIDOR
0512	Plant Operations Area	01210 - CORRIDOR
0513	Plant Operations Area	01210 - CORRIDOR
0514	Plant Operations Area	01210 - CORRIDOR
0801	Plant Operations Area	01410 - PUBLIC TOILETS-MEN
0802	Plant Operations Area	01334 - MECHANICAL EQUIP RM
0803	Plant Operations Area	01333 - ELECTRICAL EQUIP RM
0804	Plant Operations Area	01210 - CORRIDOR
0805	Plant Operations Area	01130 - CUSTODIAL STOREROOMS
0806	Plant Operations Area	01420 - PUBLIC TOILETS-WOMEN
0807	Plant Operations Area	01210 - CORRIDOR
0807A	Plant Operations Area	01210 - CORRIDOR
0807B	Plant Operations Area	01210 - CORRIDOR
0807C	Plant Operations Area	84100 - MAINTENANCE SHOPS

Schedule A
Part 2

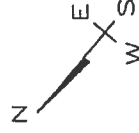
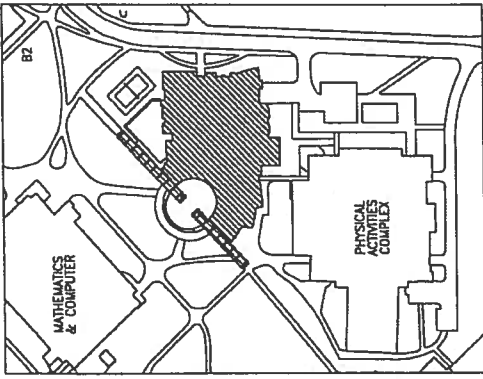
1117F	Food Services Managed Space (Brubakers)	73725 - CAFETERIA STORAGE
1117G	Food Services Managed Space (Brubakers)	73720 - CAFETERIA PREPARATION
1117H	Food Services Managed Space (Brubakers)	73725 - CAFETERIA STORAGE
1118	Food Services Managed Space (Seating)	73200 - CAFETERIA DINING AREA
1118	Plant Operations Area	38300 - COMMONS, COFFEE AREA
1118A	Plant Operations Area	38300 - COMMONS, COFFEE AREA
1118A	Food Services Managed Space (Seating)	73200 - CAFETERIA DINING AREA
1118C	Food Services Managed Space (Seating)	73200 - CAFETERIA DINING AREA
1118C	Plant Operations Area	38300 - COMMONS, COFFEE AREA
1118G	Plant Operations Area	01210 - CORRIDOR
1119	Food Services Managed Space (Subway)	73740 - MISC OTHER FOOD SERVICE
1119A	Food Services Managed Space (Subway)	73720 - CAFETERIA PREPARATION
1119B	Food Services Managed Space (Subway)	73720 - CAFETERIA PREPARATION
1119C	Food Services Managed Space (Subway)	73720 - CAFETERIA PREPARATION
1124	University Space Arrangement (Tim Horton's)	73200 - CAFETERIA DINING AREA
1124A	University Space Arrangement (Tim Horton's)	73720 - CAFETERIA PREPARATION
1126	University Space Arrangement (Tim Horton's)	73720 - CAFETERIA PREPARATION
1502	Plant Operations Area	01210 - CORRIDOR
1503	Plant Operations Area	01210 - CORRIDOR
1504	Plant Operations Area	01210 - CORRIDOR
1505	Plant Operations Area	01210 - CORRIDOR
1506	Plant Operations Area	01230 - STAIRS
1507	Plant Operations Area	01230 - STAIRS
1508	Plant Operations Area	01210 - CORRIDOR
1509	Plant Operations Area	01210 - CORRIDOR
1510	Plant Operations Area	01210 - CORRIDOR
1511	Plant Operations Area	01230 - STAIRS
1512	Plant Operations Area	01230 - STAIRS
1513	Plant Operations Area	01230 - STAIRS
1514	Plant Operations Area	01230 - STAIRS
1515	Plant Operations Area	01230 - STAIRS
1516	Plant Operations Area	01210 - CORRIDOR
1516A	University Space Arrangement (Vending Machines)	73500 - MISC-VENDING MACHINES

Schedule A
Part 2

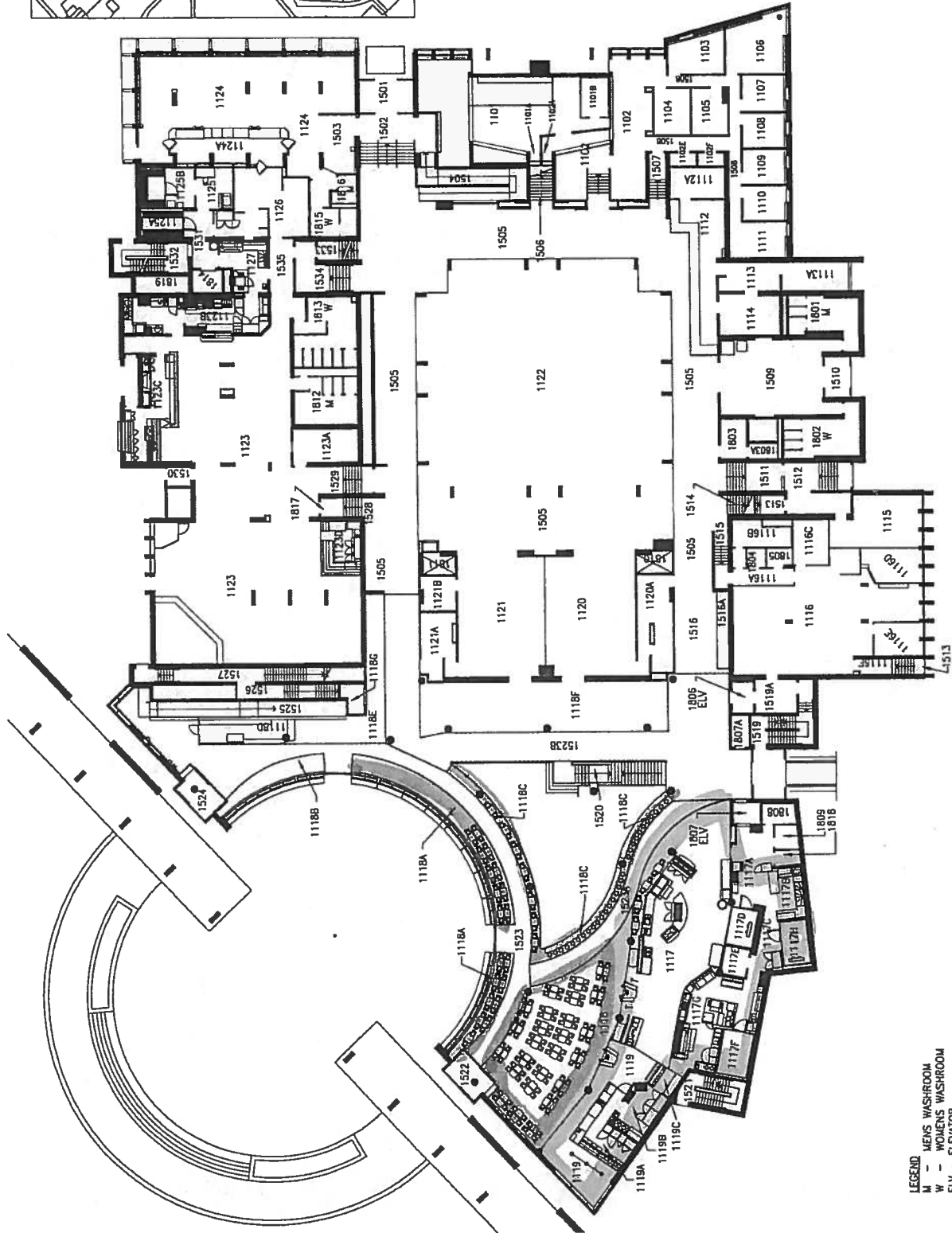
1810 Plant Operations Area
 1811 Plant Operations Area
 1812 Plant Operations Area
 1813 Plant Operations Area
 1814 Plant Operations Area
 1815 Plant Operations Area
 1816 Plant Operations Area
 1817 Plant Operations Area
 1818 Plant Operations Area
 1819 Plant Operations Area
 2118 Plant Operations Area
 2139 Existing Space Agreement (WPIRG)
 2139A Existing Space Agreement (WPIRG)
 2501 Plant Operations Area
 2502 Plant Operations Area
 2503 Plant Operations Area
 2504 Plant Operations Area
 2505 Plant Operations Area
 2506 Plant Operations Area
 2507 Plant Operations Area
 2508 Plant Operations Area
 2509 Plant Operations Area
 2510 Plant Operations Area
 2511 Plant Operations Area
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 2514 Plant Operations Area
 2515 Plant Operations Area
 2516 Plant Operations Area
 2517 Plant Operations Area
 2801 Plant Operations Area
 2802 Plant Operations Area
 2803 Plant Operations Area

01391 - PIPE SPACE
 01391 - PIPE SPACE
 01410 - PUBLIC TOILETS-MEN
 01420 - PUBLIC TOILETS-WOMEN
 01220 - ELEVATORS
 01420 - PUBLIC TOILETS-WOMEN
 01410 - PUBLIC TOILETS-MEN
 01130 - CUSTODIAL STOREROOMS
 01110 - JANITORS CLOSETS
 01391 - PIPE SPACE
 01210 - CORRIDOR
 32500 - STUDENT ENTERPRISE OFF
 37900 - OFFICE STORAGE
 01210 - CORRIDOR
 01210 - CORRIDOR
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 01230 - STAIRS
 01420 - PUBLIC TOILETS-WOMEN
 01410 - PUBLIC TOILETS-MEN
 01334 - MECHANICAL EQUIP RM

Schedule B
Food Court Area and Seating Area
(see attached)



FIRST FLOOR PLAN
STUDENT LIFE CENTRE
 BUILDING No. 19
 UNIVERSITY OF WATERLOO
 UPDATED - MAY 2010



LEGEND
 M - MEN'S WASHROOM
 W - WOMEN'S WASHROOM
 ELV - ELEVATOR

Schedule C
Service Agreements

Counterparty

Grand River Transit

Greyhound

Coach Canada

GO Transit

Pro-Ink

BufferBox

Zoom Media

SOCAN License

Schedule D
Student Life Centre
(see attached)

Schedule E
Net Lease Revenues

1. Calculation

Aggregate Lease Revenue for the month

minus

Aggregate Occupancy Costs payable by the Federation for the month

minus

All other amounts paid or payable by the University during the month for which the Federation is responsible under Section 36

minus

All other amounts payable by the Federation to the University for the month, including but without limitation, for salaries, benefits and other services provided by the University to the Federation

equals

Net Lease Revenue

To the extent Net Lease Revenue is negative, the University will invoice the Federation for the amount. The amount will be payable within thirty (30) days.

2. Payment Terms

The University will transfer Net Lease Revenue to the Federation within thirty (30) days of the end of each month.

Schedule F

Original SLC Operation Agreement

The following terms (or parts thereof) from the Original SLC Operating Agreement are incorporated into and form part of this Agreement and will continue in full force and effect:

1.1

That a fee of Twenty-five Dollars (\$25.00) per term will be assessed to all full-time undergraduate students effective September 1, 1994. This fee is compulsory, non-refundable and inflation indexed, (The payments will change each year thereafter, effective May 1st, 2006 to reflect changes in the Statistics Canada Consumer Price Index (all items) for Ontario in the month of March each year since the same month the previous year. The change will occur each year for the payment next due following the anniversary of this Agreement and be in effect for the subsequent years.) The fee will continue until all capital costs for the projects are paid for or for a maximum of twenty-five (25) years whichever shall first occur.

1.3

Payments for the first ten (10) years are as specified in Schedule II based on financing placed with the Canadian Imperial Bank of Commerce. Financing for the remaining fifteen (15) years will be negotiated to be effective November 23, 2004. An appendix to Schedule II will be added for the period November 23, 2004 to November 22, 2019.

Schedule II for Phase 2 (see Exhibit 1 attached)

Schedule III (see Exhibit 2 attached)

SCHEDULE II

Student Coordinated Plan Financial Information

a) As of November 2008, the estimate for the collection cycle for Phase I of the Student Coordinated Plan is that the fee would end in Spring Term 2009.

Approximately \$224,000 is expected to be collected that term, with approximately \$109,000 owing, leaving an excess collection of approx \$115,000.

b) The actual numbers will depend on the undergraduate registration level in the Winter (January – April 2009) and Spring (May to August 2009) terms.

SCHEDULE III

STUDENT LIFE ENDOWMENT FUND

The University and the Federation agree:

- a) Effective May 1, 1992 all full-time undergraduate students will contribute a Ten Dollar (\$10.00) per term compulsory, non-refundable fee. The fee will be collected until the capital projects open or for a maximum of seven (7) terms (i.e. September 1, 1994)
- b) These contributions will be deposited in the Student Life Endowment fund (hereinafter referred to as the "Endowment Fund for renovations and student directed projects.
- c) In addition to the contributions from full-time undergraduate students, the University of Waterloo has agreed to contribute up to two Hundred and Fifty Thousand dollars (\$250,000.00) to the endowment Fund. This contribution represents matching on a 1:2 basis, meaning that for every Two Dollars (\$2.00) contributed by the full-time undergraduate students, the University agrees to contribute One Dollar (\$1.00) to a maximum of Two Hundred and Fifty Thousand Dollars (\$250,000.00.)
- d) The Endowment Fund will initially be administered as a trust fund until the fall 1994 term. During the period May 1, 1992 to August 31, 1994, an Endowment Fund committee will have the responsibility to manage the disbursement of the excess funds presently accumulated from the Columbia Icefield Facility. As at May 1, 1992 these funds totalled three Hundred and Sixty-eight Thousand, Seven Hundred and Eleven and 46/100 Dollars (\$368,711.46). Committee guidelines are available through the VP Internal, Federation of Students. Effective

Schedule G
Termination and Settlement Agreement
(see attached)