

Amendment No. 1

BETWEEN: **The Royal Institution for the Advancement of Learning / McGill University**, a University duly constituted under the law and having a place of business at 845 Sherbrooke Street West, Montréal, Québec, H3A 2T5;

hereinafter referred to as the “**University**”;

AND: **Dana Hospitality G.P. Inc.** in its capacity as General Partner of Dana Hospitality Limited Partnership, a limited partnership duly constituted under the Limited Partnerships Act, R.S.O. 1990, Chapter L.16, with its main place of business at 2898 South Sheridan Way, Suite 200, Oakville, Ontario, L6J 7L5;

hereinafter referred to as the “**Supplier**”;

WHEREAS the Supplier and University entered into an agreement for the provision of food services for which the original contract was signed on May 9, 2019 (the “**Original Contract**”).

WHEREAS March 15, 2020 marked the beginning of the University campus closure due to the Covid-19 pandemic (the “**Pandemic**”), at which time the University requested the Supplier to maintain a minimum level of operations in the University residential dining halls for the students remaining on campus during the period covering March 21 to May 15, 2020 (hereinafter referred to as “**Periods 4 & 5**”).

WHEREAS the Supplier responded to the request of the University on the condition of receiving a form of compensation from the University in the eventuality of financial losses due to potential low demand for food services during the said period.

WHEREAS the Supplier during the month of June 2020 informed the University of its losses for Periods 4 & 5.

WHEREAS the parties wish to evidence in writing their mutual agreement concerning the above referenced financial compensation by amending the Original Contract as described below (hereinafter “**Amendment No. 1**”).

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

All capitalized words and expressions in this Amendment No. 1 that are defined in the Original Contract shall have the same meaning as described in the Original Contract.

2. Modifications

2.1 In consideration of Supplier’s acceptance to maintain a minimum level of operations during Periods 4 & 5, the parties have agreed to amend the financial consideration section of the Original Contract and to extend its Term as follows, the whole as full and final compensation for the financial losses of the Supplier incurred during such period.

2.2 Sub-section 7.2(a) under Section 7.00 of the Original Contract entitled “Financial Considerations” is added immediately after section 7.2:

“The University offers and the Supplier hereby accepts a one-time compensation of [REDACTED] (the “**Compensation Amount**”), payable in the form of a deferred reduction in the Commission due to the University by the Supplier. Such reduction in the Commission shall commence effective on the date of payment of the Commission to the University that immediately follows the coming into force date of this Amendment No. 1. If the amount of Commission payable to the University (without taking into account the reduction of the

Compensation Amount) is less than the Compensation Amount, the difference will be applied to reduce the next Commission payment due to the University. The Supplier shall resume paying the University the full Commission once the agreed Compensation Amount has been fully deducted.”

2.3 Sub-section 2.2 under Section 2.00 of the Original Contract entitled “Contract Term” is repealed in its entirety and replaced by the following:

“The Supplier shall commence delivery of the Services on June 1, 2019 (the “Effective Date”). The term of the Contract shall be for a duration of **six (6) years** starting from June 1, 2019 and ending **May 31, 2025**. Unless terminated early in accordance with Section 15.0 (Default and Termination) or renewed in accordance with Section 2.3, The Contract will terminate without notice at its expiry.”

2.4 Sub-section 2.3 under Section 2.00 of the Original Contract entitled “Contract Term” is repealed in its entirety and replaced by the following:

“The Contract may be extended once for a maximum of up to five (5) additional years from June 1, **2025**, by mutual agreement of the parties no later than one hundred and eighty (180) days prior to the expiration of the then-current term.”

3. Release

Supplier and each of its partners grant the University full and final release and discharge with regards to any rights, actions, complaints, and/or damages of any nature whatsoever relating to any compensation for maintaining the agreed upon level of operations during Periods 4 & 5.

4. No Other Modification

The parties confirm that no other provision of the Original Contract shall be amended and that it is their intention to re-affirm their agreement with and acceptance of all other sections of the Original Contract.

5. Coming into force

This Amendment No. 1 shall come into force on the date when it will be signed by both parties.

6. Language

The parties hereby confirm that they each required this document and notices in connection therewith be drawn up in English. *Les parties reconnaissent par les présentes que chacune d'entre elles a exigé que cette convention et tout document ou avis y afférent soient rédigés en anglais.*

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED:

The Royal Institution for the Advancement of Learning/McGill University

[Redacted Signature]

16 January 2021

[Redacted]

Name: Prof. Fabrice Labeau
Title: Deputy Provost (Student Life and Learning)

Date

Dana Hospitality G.P./ Inc.

(in its capacity as General Partner of Dana Hospitality Limited Partnership)

[Redacted Signature]

Name:
Title:

Date JAN 7/21