

Amendment No. 2

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**”). As a consequence of the Pandemic, the Supplier and University agreed to amend the Original Contract on January 16, 2021, to extend the term of the Original Contract and to evidence in writing a financial compensation to the Supplier (the “**Amendment No 1**”).

WHEREAS the parties wish to make further modifications to the Original Contract, as detailed in this Amendment (hereinafter “**Amendment No 2**”).

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

All capitalized words and expressions in this Amendment No 2 that are defined in the Original Contract shall have the same meaning as described in the Original Contract.

2. Modifications

2.1 In the interest of further clarity, the parties have agreed to the following modifications:

2.1.1. Sub-section 2.1, under Section 2 of the Original Contract’s Scope Description entitled “Locations” is repealed. An updated list of Locations is added as Schedule 6 – LOCATIONS, as follows:

- 1) New Residence Dining Hall
- 2) New Residence Hall main floor (previously occupied by Première Moisson)
- 3) McConnell Café, McConnell Engineering Building
- 4) Law Café, Faculty of Law - Chancellor Day Hall
- 5) Trottier Café, Trottier Building
- 6) Second Cup, Stewart Biology Building
- 7) Athletics Café, Currie Gym
- 8) Redpath Café, Library and Collections
- 9) Starbucks, Carrefour Sherbrooke
- 10) Med Café, McIntyre Medical Building
- 11) La Citadelle
- 12) Carrefour Sherbrooke Dining Hall

2.1.2. The definition of “Capital Investment”, under Schedule 1 – DEFINITIONS is repealed in its entirety and replaced by the following:

“Capital Investment means the money paid by the Supplier to purchase a capital equipment or fixed asset, renovation works to a Location as well as money used for leaseholds improvements, Smallware purchases for the purpose of initially stocking a new Location and franchise fees with respect to franchise arrangements initiated by the Supplier for the first time at the University’s premises.”

2.1.3. Sub-section 13.4 under Section 13 of the Original Contract’s Scope Description entitled “Capital Investments” is added immediately after section 13.3:

“13.4. The Supplier acknowledges that the University must adhere to specific capitalization rules, guided by the Quebec Ministry of Education and Higher Education policies and governed by the GAAP (Generally Accepted Accounting Principles).

- a) In compliance with the aforementioned rules, the Supplier shall obtain the University’s prior written approval before initiating any proposed Capital Investments expenditures. Furthermore, the Supplier shall apply the following eligibility criteria:
- Leasehold improvement projects (such as interior redevelopment, including walls, ceiling, doors, flooring and design) shall be mutually agreed upon by the Parties in writing, before the commencement of projects. The minimum threshold for such a capitalization is \$1,000 per item; or
 - Equipment (such as multimedia, kitchen equipment), furniture and Smallware purchases for the purpose of initially stocking a new Location, concept or program. Equipment expenditure shall be mutually agreed upon by the Parties, in writing, prior to purchasing. The minimum threshold for such a capitalization is \$500 per item.
- b) For greater clarity, the types of expense that are not eligible as Capital Investments include, but are not limited to:
- Smallware expenses for the Locations that are already included in the Supplier’s Scope of work;
 - Computers and operational system software;
 - Labour and training;
 - Franchise or license fees of preexisting Locations (regardless of frequency of payment); and
 - Maintenance and Repair performed in a fixed or movable equipment (e.g. fridge, espresso machine, stove, etc.), with the exception of major and extraordinary repairs to extend the life of the asset, in which case it may be considered a Capital Investment. The Supplier shall provide the University a quarterly report outlining its preventative maintenance actions to ensure adequate maintenance for all equipment in the Locations, as per section 14.1 (Scope).
- c) For the expenses described in 13.4 b) above, the Supplier shall assume responsibility for the related expenses as part of its cost of operation. For any expense whether or not permitted to be considered as Capital Investments, that may be related to the building, the Supplier shall consult with the University prior to incurring any expense.”
- d) Expenses related to maintenance and repairs in the building (e.g. mechanical, electrical, plumbing, HVAC) or services of general contractors hired to perform incidental

modifications (i.e. which are not part of an approved improvement project), are not eligible as Capital Investments.

2.1.4. Sub-section 13.5 under Section 13 of the Original Contract's Scope Description entitled "Capital Investments" is added immediately after section 13.4

"The Parties agree that the amount of Capital Investments made in the University by the Supplier is \$173,481 as of May 31, 2021."

2.1.5. Sub-section 8.2(v) under section 8 of the Original Contract's Scope Description entitled "Sustainability" is repealed in its entirety and replaced with the following:

"8.2(v) Composting: The Supplier shall offer compost services at the Locations at no additional cost to the University."

2.1.6. Sub-section 8.12 under section 8 of the Original Contract's Scope Description entitled "Sustainability" is repealed in its entirety.

3. 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.

4. Coming into force

This Amendment No. 2 shall come into force on the date when it has been signed by both parties.

5. 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 affèrent soient rédigés en anglais.*

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED:

The Royal Institution for the Advancement of Learning/McGill University

[Redacted Signature]

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

NOV 01, 2021
Date



Dana Hospitality G.P. Inc.

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

[Redacted Signature]

Name:
Title:

Date Oct 22/21