

THIS AGREEMENT presented on January 13, 2023 to be made effective upon signing BETWEEN:

Canadian Campus Communities ULC, a body corporate duly incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as the "Employer")

Jennifer McComb, of the City of Montreal in the Province of Quebec (hereinafter referred to as the "Employee")

EMPLOYMENT AGREEMENT

The Employer hereby offers employment to the Employee upon the terms and conditions contained in this Employment Agreement, which the Employee hereby accepts.

Article 1 - POSITION AND REMUNERATION

1.1 Scope of Employment

The Employee shall serve the Employer and shall perform on behalf of the Employer such reasonable duties consistent with the position of Assistant General Manager as may from time to time be required or authorized by the Employer, which, without restricting the generality of the foregoing, shall include:

- (a) Duties outlined by the Regional Manager OR General Manager, as amended from time to time; and
- (b) Using the Employee's best efforts to promote the interests and goodwill of the Employer's business.

1.2 Term of Employment

The Employer will employ the Employee for an indefinite period, commencing **January 23, 2023** and subject to termination as provided in Article 3.

1.3 Classification of Employment

The position of Assistant General Manager is an overtime exempt position in accordance with the *Labour Standards Act, Quebec*, and accordingly, the Employee will not be entitled to overtime pay. The Employee will have to be available according to the Employer's needs and his job description outside of the Employer's office hours.

1.4 Remuneration

Base salary as per offer letter dated January 13, 2023. The base salary shall constitute the Employee's total compensation for all hours worked required to execute their work and the notion of overtime will not apply to the Agreement.

1.5 **Benefits**

The Employee will be eligible for coverage under the Employer's group benefits plan on the Employee's first day of employment. The Employee and the Employer will share the cost of the group benefits evenly. Participation in the Life Insurance, Accidental Death & Dismemberment and Long-Term Disability programs is mandatory. The Employee will have the choice to decline group Health & Dental coverage only if the Employee has alternative Health & Dental coverage through a spouse. Proof of spousal coverage is required at the time of application to decline Health & Dental coverage.

Article 2 - **EMPLOYEE COVENANTS**

2.1 **Confidentiality**

All trade secrets, research data, inventions, developments and confidential information concerning past, present, future and contemplated services, operations, procedures, processes, skills, methods of doing business, product plans, marketing techniques, pricing, customers/clients, partners or suppliers of the Employer (including trade secrets and confidential information discovered or developed by the Employee or discovered or developed by others and used by or disclosed to the Employee) which the Employee may acquire which are not in the public domain shall, during the continuance of the Employee's employment by the Employer and at all times thereafter and for all purposes be held by the Employee in a fiduciary capacity and solely for the benefit of the Employer and shall not during the continuance of the Employee's employment or at any time thereafter be used by the Employee for any purpose other than for the benefit of the Employer or be divulged or communicated verbally, in writing or otherwise to any party.

2.2 **Other Interests**

The Employee shall well and faithfully serve the Employer and devote the whole of the Employee's time and attention during business hours to the business of the Employer, and shall not, without the consent in writing of the Employer, engage in any other business or occupation, or become a director, manager or agent of any other company, firm, joint venture or individual, and particularly, but not so as to restrict the generality of the foregoing, the Employee shall not directly or indirectly engage in or be concerned in or interested in any other business of any kind which may interfere with, restrict or conflict with the Employee's duties hereunder.

2.3 **Carrying out Duties**

The Employee shall obey and carry out all lawful orders given to the Employee by any officer of the Employer to whom the Employee reports and to carry out the Employee's duties and responsibilities to the Employer faithfully and diligently and to cause the business of the Employer that is committed to the Employee's direction or control to be conducted reasonably and in accordance with the Employer's policies applicable from time to time.

2.4 Property of Employer

All files, forms, brochures, books, materials, written correspondence, memoranda, documents, manuals, computer disks, software products, client and candidate lists and lists of suppliers, products and prices that may come into the possession or control of the Employee are now and shall forever remain the property of the Employer. The Employee shall not, either during the Employee's term of employment or thereafter, make for the Employee's personal or business use, or that of any party, reproductions or copies of any such property or furnish to any individual, firm or corporation any information of any kind or nature pertaining to the Employee's employment by the Employer or to the business of the Employer.

2.5 Employee Handbook

In addition to the terms and conditions set out herein, the provisions of the Employee/Independent Contractor Handbook, as amended from time to time, shall be binding upon the parties. The Employee acknowledges and agrees that the provisions of the Handbook's policies may be altered at any time in the absolute discretion of the Employer and that the Employee shall be bound by such alterations.

2.6 Survival of Covenants

All covenants of the Employee contained in this Agreement shall survive the termination of this Agreement and the termination of the Employee's employment.

Article 3 - TERMINATION

3.1 Probationary Period

The first three (3) months of the Employee's employment with the Employer shall constitute a probationary period (the "Probationary Period"). During the Probationary Period, the Employer may terminate the Employee's employment without notice if, in its sole discretion, it determines that for any reason the Employee is unsuitable for the position for which the Employee was hired. If the Employee's employment is terminated during the Probationary Period, the Employer will have no further obligation to the Employee with respect to the termination of the Employee's employment, including without limitation the payment of termination pay, severance pay, or damages at common law or by statute.

3.2 Termination of Employment at Instance of Employee

The Employee may terminate his/her employment and this Employment Agreement at any time for any reason whatsoever by providing two (2) weeks' written notice to the Employer, which notice may be waived in whole or in part by the Employer. Upon such termination, the Employer will have no further legal obligations to the Employee.

3.3 Termination at Instance of Employer for Just Cause

The Employer may terminate the Employee's employment before the expiry of the term of this Agreement without notice or payment in lieu of notice for Just Cause (serious reason), including but not limited to:

- (a) The Employee's failure or refusal to comply with the instructions of the Employee's superiors or with the policies, standards and regulations from time to time established by the Employer;
- (b) The Employee's fraud, dishonesty or other misconduct in the performance of services rendered or duties performed on behalf of the Employer;
- (c) The Employee's failure or refusal to faithfully or diligently perform any provision of this Agreement or the usual customary duties of the Employee's employment in a competent manner;
- (d) The Employee fails to respond to performance coaching/progressive discipline; or
- (e) Any other serious reason pursuant to section 2094 of the *Civil Code of Quebec*.

3.4 Termination at Instance of Employer Without Just Cause (serious reason)

The Employer may terminate the Employee's employment without a serious reason by giving the Employee the reasonable advance notice provided for in the *Civil Code of Quebec*, by paying an indemnity in lieu thereof or by combining, at the Employer's discretion, a notice worked and an indemnity. The indemnity may, at the Employer's discretion, be paid in one lump sum or by continuing to pay the Employee their remuneration.

3.5 Actions upon Termination

Immediately upon termination of the Employee's employment for any reason, the Employee shall:

- (a) Promptly return all property, documentation and information set forth in Section 2.4 hereof;
- (b) Refrain from contacting and cease all dealings with customers/clients, candidates or employees of the Employer;
- (c) Refrain from attempting to acquire from the Employer or develop for the Employee's benefit or the benefit of the Employee's then employer any customers/clients, candidates or employees of the Employer as more particularly described herein; and



- (d) Respect his/her general obligations of confidentiality and to act faithfully towards the Employer pursuant to section 2088 of the *Civil code of Quebec*.

Article 4 - **NON-SOLICITATION**

4.1 **Non-Solicitation**

Section 4.1 will not apply if the employee terminates or is terminated with or without cause (serious reason) during the first three months of employment subject to section 3.1.

The Employee acknowledges that in and as a result of employment by the Employer, the Employee shall or may be acquiring or receiving the value and advantage of special training, skills, and expert knowledge of, experience of and contacts with customers/clients or partners of the Employer and other Employer employees who are engaged in the business of the Employer.

The Employee agrees that, for the period commencing on the date of the Employee's termination of employment, for any reason, and ending six (6) months after the Employee's termination of employment with the Employer, the Employee shall not, directly or indirectly, hire, engage or take away or attempt to hire, engage or take away any individual of the Employer who shall have been an employee of the Employer at any time during the one year period prior to the date of the Employer's termination of employment with the Employer, whether for or on behalf of the Employee or for any entity in which the Employee shall have a direct or indirect interest.

The Employee acknowledges and agrees that the foregoing time limits are reasonable and properly required for the adequate protection of the business of the Employer.

The Employee agrees that in the event of a breach or threatened breach by the Employee of any of the provisions of this clause, the Employer, in addition to and not in limitation of any other rights, remedies or damages available to the Employer at law or in equity, shall be entitled to an injunction in order to prevent or to restrain any breach by the Employee, or by any or all of the Employee's partners, co-venturers, employers, employees, servants, agents, representatives and any and all persons directly or indirectly acting for, on behalf of, or with the Employee.

Article 5 - **GENERAL**

5.1 **Assistance in Litigation**

The Employee shall, upon reasonable notice from the Employer, furnish such information and proper assistance to the Employer as may reasonably be required by the Employer in connection with any litigation in which it or any of its subsidiaries or affiliates is or may be a party to both during and after the termination of this Agreement.

5.2 **Governing Law and Submission to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the parties hereto hereby submit to the jurisdiction of the Courts of the Province of Quebec.

5.3 **Severability**

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

5.4 **Entire Agreement**

This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous Agreements, understandings, negotiations and discussions, whether verbal 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.

5.5 **No Waiver**

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder.

5.6 Language

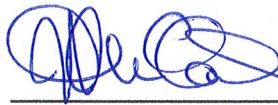
The parties hereto have explicitly requested and hereby accept that this Agreement be drafted in English. Les parties aux présentes ont expressément demandé et acceptent par la présente que cette Entente soit rédigée en anglais.

IN WITNESS WHEREOF the Employer and the Employee have executed this Agreement effective as of the date below.

CANADIAN CAMPUS COMMUNITIES ULC

JENNIFER MCGOMB

EMPLOYEE NAME PRINTED



EMPLOYEE SIGNATURE

JANUARY 15 2023

DATE

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