

Municipality of the District of Barrington

OFFICE OF THE CLERK-TREASURER

P.O. Box 100
Barrington, Nova Scotia
B0W 1E0

November 27, 2000

Mr. Richard Nickerson, President
Barrington Regional Curling Club
P.O. Box 73
Barrington Passage
Shelburne Co., N.S.
BOW 1G0

Dear Mr. Nickerson:

RE: LEASE AGREEMENT

Further to our discussion, the term of the lease for the Barrington Regional Curling Club should be changed to twenty-five (25) years in order to be consistent with the terms of the debenture financing on the club.

Please have two (2) officials of your club sign the bottom of this letter indicating your acceptance of this change. Once this has been done, please return the letter to me.

If you should have any questions or concerns regarding the above, please do not hesitate to contact me.

Yours truly,



Brian Holland, B. Comm., CMA
Clerk-Treasurer

BH:sb



Official of Barrington Regional
Curling Club



Official of Barrington Regional
Curling Club

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Municipality of the District of Barrington

OFFICE OF THE CLERK-TREASURER

P.O. Box 100

Barrington, Nova Scotia

B0W 1E0

April 25, 2003

COPY

Mr. Richard Nickerson
President
Barrington Regional Curling Club
P.O. Box 73
Barrington Passage, N.S.
BOW 1G0

Dear Mr. Nickerson:

RE: BARRINGTON REGIONAL CURLING CLUB FINANCING AGREEMENT

Further to your letter of April 8, 2003, I am pleased to inform you that the Barrington Municipal Council has approved of the following changes to the agreement between the Municipality of Barrington and the Barrington Regional Curling Club:

1. Revise paragraph 5 of the Lease Agreement to indicate that the Barrington Regional Curling Club will pay the amount of \$28,000.00 annually until such time as the debenture principal has been paid and the interest on the debenture has been paid.
2. Add a new paragraph indicating that the Barrington Regional Curling Club will provide financial statements to the Municipality not later than ninety (90) days after the end of each fiscal year.

It is further the understanding of Council that if the Club should have surplus funds then additional amounts will be applied towards the debenture.

If you should have any questions regarding this matter, please do not hesitate to contact me.

Yours truly,



Brian Holland, B. Comm., CMA
Clerk-Treasurer

BH:sb

THIS LEASE made this *23rd* day of *October*, A.D., 2000.

BETWEEN

THE MUNICIPALITY OF THE DISTRICT OF BARRINGTON,
a body corporate, in the Village of Barrington, in the County of
Shelburne, Province of Nova Scotia;

hereinafter called the "LANDLORD"

OF THE ONE PART

- and -

BARRINGTON REGIONAL CURLING CLUB, a society of Barrington,
in the County of Shelburne, Province of Nova Scotia;

Hereinafter called the "TENANT"

OF THE OTHER PART

IN CONSIDERATION of the rents, mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. LEASED PREMISES

The Landlord hereby leases and demises to the Tenant and the Tenant hereby leases from the Landlord the entire premises at Sherose island, Shelburne County, Nova Scotia, more particularly described in the Schedule "A" attached hereto.

2. TERM OF LEASE

To have and to hold the said leased premises for and during the term of Twenty (20) years, commencing on the 1st day of November, A.D. 2000, and terminating on the 31st day of October, A.D., 2020, at midnight, unless sooner terminated or extended as herein provided.

3. LEASE YEAR

For the purposes of this Lease, a Lease Year will be that period of time extending from the 1st day of November during the term hereof to the next succeeding 31st day of October.

4. POSSESSION

The Landlord agrees to deliver to the Tenant possession of the leased premises free and clear of all leases, tenancies, agreements, encumbrances or liens affecting the use of the leased premises.

5. RENT

The Tenant shall pay a fixed annual rental to the Landlord of One Dollar (\$1.00) per annum which shall be due and payable on or before the first day of each and every year during the term of this Lease commencing the 1st day of November, 2000. In addition the rent shall include and the Tenant shall pay and be responsible for the mortgage which the Landlord takes out on the premises to finance the construction of the curling rink, on or before seven (7) days prior to the due date of the mortgage payments.

THE TENANT COVENANTS AND AGREES WITH THE LANDLORD AS FOLLOWS:

6. USE OF PREMISES

The Tenant agrees to use the premises primarily for the purposes of a community curling club and fundraising activities thereof.

7. TENANT COVENANTS TO PAY RENT

The Tenant shall pay the said rent promptly as above stipulated at the Office of the landlord at the Municipality of the District of Barrington, P.O. Box 100, Barrington, Nova Scotia BOW 1E0, or at such other place or places as the Landlord may designate from time to time in writing.

9. SERVICES

The Tenant will pay for all services consumed by the Tenant on the leased premises except the following municipal services: sewer, water and snow removal.

10. BUSINESS TAXES

The Tenant will pay and discharge all business taxes, charges and license fees duly levied or imposed by any public authority in respect to the personal property, business or income of the Tenant as and when the same may become due and payable; PROVIDED that nothing herein contained shall prohibit or prevent the Tenant from taking such proceedings by way of appeal of or from any such rates, charges or fees or the assessments therefore which the Tenant in its absolute discretion deems necessary or advisable.

11. RESPONSIBILITIES AND COSTS

The Tenant shall be responsible for all costs related to the operation, upkeep and maintenance of the building.

12. The Tenant shall maintain the leased premises so as they shall be reasonably clean and orderly at all times.

13. TENANT'S ALTERATIONS

The Tenant may, at its own expense, with the Landlord's permission in writing first had and obtained, make such alterations including structural alterations as it may deem necessary or desirable to any part of the premises and may place or install any fixtures, articles and improvements on the premises and the tenant may remove from the premises at any time during the term and any renewals thereof or within thirty days after the determination thereof any of such fixtures, articles and improvements brought upon or affixed to the premises, doing no damage by such removal or making good any damage so caused.

14. SIGNS

Subject to the Landlord's prior approval, the Tenant may at any time and from time to time at its own expense install and maintain on the exterior of the leased premises any signs and advertising material, all of which signs and advertising material shall remain the property of the Tenant and the Tenant shall be at liberty to remove the same after the termination of or at any time during the currency of this Lease.

15. NON-PAYMENT OF RENT

Subject to the provisions hereof and the agreement herein relating to the abatement of rent or entitling the Tenant to deduct or withhold rent, if and when the rent hereby reserved shall not be paid on the day appointed for payment thereof, the Landlord shall forward notice in writing of such default to the Tenant and if the Tenant shall fail to cure such default within Thirty (30) days after the receipt of such notice by the Tenant, then the term of this Lease shall immediately, at the option of the Landlord, become forfeited and determined.

16. TENANT'S NON-PERFORMANCE OF COVENANTS

If and when the Tenant shall fail to observe, perform and keep the covenants, agreements, provisions, stipulations and conditions herein contained to be observed, performed and kept by the Tenant (excepting only the covenant to pay rent) the Landlord shall forward notice in writing of such default to the Tenant, and if the Tenant shall fail to cure such default within six (6) months after the date of receipt of such notice by the Tenant (or if the default is of such a character that it cannot be reasonably remedied within a period of six (6) months, or if the Tenant shall fail to use reasonable diligence in curing such default) then and in any such event the Landlord may cure such default on behalf of and at the sole cost and expense of the Tenant, and the sum so expended by the Landlord shall be deemed to be additional rent and on demand shall be paid by the Tenant on the day when rent shall next become due and payable. The Landlord agrees that in no event shall a default under this paragraph cause this Lease to be forfeited or determined.

17. VACANCY OF PREMISES

If the premises shall become vacant or shall not be used for the above purpose for a period of six (6) months or shall be used by any person, persons, firm or corporation without the Landlord's written consent for any purpose except that for which they are leased, this lease shall, if the Landlord so notifies the Tenant in writing, forthwith cease and be determined, and thereupon the instalments of rent accruing due during the next ensuing three months shall become immediately payable to the Landlord and the Landlord may re-enter and take possession of the premises.

18. DISTRESS

The Tenant waives and renounces the benefit of any present or future statute taking away or limited the Landlord's right of distress and agrees with the Landlord that (notwithstanding any such enactment) all goods and chattels from time to time on the premises shall be subject to distress for rent.

19. REMOVAL OF FIXTURES

The Tenant may remove its fixtures after all rent due or to become due if fully paid, and all alterations, additions, improvements and fixtures (except fixtures in the nature of trade or Tenant's fixtures) upon the premises, and which are in any manner attached to the floors, walls, or ceilings, and any linoleum or floor covering which may be fixed to the premises, shall remain upon the premises and become the property of the Landlord at the expiry or termination of this Lease.

20. NUISANCE

The Tenant will not carry on upon the leased premises any business or use or permit any part of the leased premises to be used in such a manner as shall constitute a nuisance.

21. ENTRY BY LANDLORD

The Tenant shall permit the Landlord or its agents to enter on the premises at any time and from time to time for the purpose of inspecting the premises provided that the Landlord has given the Tenant twenty-four (24) hours notice of its intention to enter the premises.

22. HOLDING OVER

In the event the Tenant remains in possession of the leased premises after the expiration of this Lease and any renewal thereof and without the execution and delivery of a new Lease, it shall be deemed to be occupying the said premises as a Tenant from month to month, and all provisions and obligations of this Lease shall apply insofar as the same are applicable to a month to month tenancy, and a tenancy from year to year shall not be created by implication of law.

23. ASSIGNMENT AND SUB-LETTING

The Tenant will not assign this lease or sublet all or any part of the demised premises without prior consent in writing of the Landlord, PROVIDED THAT such consent shall not be unreasonably withheld and when granted, shall not release or discharge the Tenant from full performance on its part of this Lease and payment of all rents and other payments and observances of all covenants, agreements, terms, provisions and conditions herein contained and that any such consent granted by the landlord shall not be deemed or implied as consent to any further or subsequent assignment or sub-letting.

24. INDEMNITY

That the Tenant will indemnify and save harmless the Landlord of and from all fines, suits, claims, demands and actions of any kind or nature to which the Landlord shall or may become liable for or suffer by reason of any unlawful or wrongful act on the part of the Tenant or any of its employees.

25. GOVERNMENTAL REGULATIONS

The Tenant will abide by all laws, by-laws, legislative and regulatory requirements of any governmental or other competent authority relating to the business conducted on the leased premises and will save harmless the Landlord from all costs or charges incidental therewith, or damages or penalties by reason of breach thereof.

26. INSOLVENCY OF THE TENANT

The Tenant covenants with the Landlord, and it is a condition of this lease that, if during the term hereby granted any of the goods or chattels on the premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under Bill of Sale or Chattel Mortgage or if a Writ of Execution issues against the goods or chattels of the Tenant, or if the Tenant makes any assignment for the benefit of creditors or becoming bankrupt or insolvent takes the benefit of or becomes subject to any statutes that may be in force relating to bankruptcy or insolvent debtors, or in any Order is made for the involuntary winding-up or dissolution of the Tenant, then and in every such case the current and next ensuing three (3) months' rent will immediately become due and payable as though due and payable by lapse of time and the Landlord will have the right to re-enter and take possession of the leased premises if it so desires, without demand, and the term will at the option of the Landlord forthwith become forfeited and determined.

If the leased premises at any time during the term become vacant in consequence of their abandonment by the Tenant for a period of not less than thirty (30) days or the removal of the Tenant by legal process, the Landlord may at its option re-enter the leased premises and re-let the same as agent for the Tenant and may rent on such terms as the Landlord may see fit, and the rent received by the Landlord therefrom will be applied first on any expenses for re-entering and re-letting and then upon the rent and payments herein reserved and payable by the Tenant, and in the event of the monies so received not being sufficient to satisfy the rent and payments hereunder reserved as they become due, the Tenant will pay to the Landlord the amount of the deficiency.

ALL RIGHTS AND REMEDIES of the Landlord enumerated in herein are cumulative and none will exclude any other right or remedy allowed by law.

27. GARBAGE AND REFUSE

The Tenant will not allow any ashes, refuse, garbage, paper or other loose or objectionable material to accumulate in or about the leased premises and will at all times keep the leased premises in a clean and wholesome condition. The Tenant further covenants that the Tenant will not, upon the termination of the term of this Lease, leave upon the leased premises any rubbish or waste material and will leave the leased premises in a clean and tidy condition.

28. TENANT NOT TO AFFECT INSURANCE

If the Tenant permits anything to be done or kept upon the leased premises by reason of which the cost of premiums on insurance policies protecting the said buildings are increased, the Tenant will reimburse the Landlord to the extent of such increase, provided that such increase is directly attributable to an act of the Tenant. The Tenant will further not permit anything to be done or kept upon the leased premises by reason of which any such insurance policy will be made void or voidable.

THE LANDLORD COVENANTS WITH THE TENANT AS FOLLOWS:

29. QUIET ENJOYMENT

Subject to the provisions of this Lease, the Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the said premises and enjoy the leased premises for the term hereby granted without any interruption or disturbance from the Landlord, or any other person or persons lawfully claiming by, from or under it.

30. PROPERTY TAXES

The Tenant agrees to pay the real property taxes and sewer charges levied against the leased premises.

31. INSURANCE

The Landlord covenants that it will, during the whole of the said term, insure and keep insured against fire, the buildings for the time being on the said lands, by an insurance company recognized to do business in the Province of Nova Scotia. Said insurance shall be kept in a sufficient sum to repair and/or replace the leased premises during the term of this Lease, provided that the Tenant shall be responsible for paying the insurance premiums for such insurance.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

32. DESTRUCTION BY FIRE OR OTHER CASUALTY

(i) In the event that the leased premises be damaged or destroyed by fire or other peril which the Landlord is required to insure against under the terms of this Lease, the Landlord will restore and/or repair such damage or destruction without unnecessary delay to the same state and condition as existed immediately prior to such damage or destruction.

(ii) The proceeds of all policies of insurance required to be maintained by the Landlord under the terms of this Lease with respect to damage or destruction to the leased premises will be used as a trust fund to apply towards the restoration and repair of the leased premises.

(iii) In the event the leased premises are damaged or destroyed, then the rent shall not run or accrue while the leased premises are being restored, and the rent shall recommence immediately after the said repairs are completed. In the event that the Tenant continues to carry on its business in the leased premises during the period in which repairs are in progress, then until all damage shall have been repaired, the rent stipulated herein shall continue to be paid provided that, if as a result of unrepaired damage the Tenant is able to occupy only a portion of the leased premises, then the rent shall abate in the proportion that the part of the leased premises still occupied bears to the entire ground floor area of the leased premises.

(iv) Provided that if the said premises shall at any time during the said term be destroyed by fire, lightning or tempest so as, in the opinion of the landlord, to be a total loss, then the rent hereby reserved shall be forthwith payable up to the time of destruction of the said premises, and the said term shall immediately become forfeited and void, and the Tenant shall be relieved from all further liabilities hereunder, and the Landlord may forthwith re-enter and take possession of the said premises.

33. The Landlord and the Tenant agree either party may terminate this Lease by giving the other part Ninety (90) days written notice of such intention.

34. NOTICES

The Parties hereto covenant and agree that any notice which either party may desire or be required to give to the other in respect of any matter or thing contained in this Lease, shall be given in writing by mailing the same by prepaid registered post, in the case of the Landlord to be directed to at P.O. Box 100, Barrington, N.S., BOW 1EO or such other address as the Landlord shall from time to time designate to the Tenant, and in the case of the Tenant to P.O. Box 73, Barrington Passage, N.S., BOW 1GO or such other address as the Tenant shall from time to time designate to the Landlord. Every such notice shall be deemed to have been given on the day following the date on which it was so mailed.

35. ARBITRATION

In case of any dispute between the Landlord and Tenant during the progress of the work or afterwards, or any default herein of this Lease as to any matter arising thereunder, either party hereto shall be entitled to give to the other notice of such dispute and to demand arbitration thereof, in accordance with the Arbitration Act of the Province of Nova Scotia.

36. TIME

Time shall be of the essence of this Agreement, save as herein otherwise specified.

37. TENANT'S LIABILITY INSURANCE

The Tenant shall, at the Tenant's sole cost and expense, but for the mutual benefit of the Landlord and Tenant, maintain general public liability insurance against claims for personal injury, death or property damage occurring upon or within the demised premises which are the subject of this Lease, and such insurance shall afford protection to the limit of:

- (a) \$1,000,000.00 for personal injury liability;
- (b) \$1,000,000.00 for bodily injury liability/property damage liability; and
- (c) \$1,000,000.00 for contingent employer liability.

38. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto, and this Lease includes the Lease itself and all exhibits hereto attached.

39. BINDING EFFECT

THIS INDENTURE OF LEASE will be binding upon and enure to the benefit of the Landlord and the Tenant and upon their respective successors and assigns.

