COMMERCIAL LEASE AGREEMENT

THIS **COMMERCIAL LEASE AGREEMENT** (this "Lease") dated this [] (the "Effective Date").

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRUCE (the "Landlord")

OF THE FIRST PART

- AND -

CENTRAL PENINSULA SNO-DRIFTERS SNOWMOBILE CLUB (the "Tenant")

OF THE SECOND PART

WHEREAS the Landlord is the owner of the Property and the Buildings (as defined herein) and wishes to lease the Premises to the Tenant for an annual fee, and the Tenant wishes to lease the Premises from the Landlord;

IN CONSIDERATION OF the Landlord leasing the Premises to the Tenant, the Tenant leasing those Premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease agree as follows:

Definitions

- 1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas" mean:
 - those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Lands" means the land legally described in Schedule 'A'.
- e. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises, structures and parking area. from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements.
- f. "Premises" means the space at 4025 Highway 6, Miller Lake, Ontario N0H 1Z0 which is located approximately as shown in red on <u>Schedule 'A'</u> attached to and incorporated in the Lease and comprises a Leasable Area of 2000 square feet shown on Schedule C and comprises of "Common meeting room" and "Snowmobile Club Storage".
- g. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the space municipally described as 4025 Highway 6, Miller Lake, Ontario N0H 1Z0 (the "**Premises**"), which is located approximately as shown in red on Schedule 'A', and Schedule 'B' attached to and incorporated in the Lease Area.
- 4. Premises will be used for only the following permitted use (the "Permitted Use") Operations usual to a snowmobile club and related activities, including:
 - Internal storage of a snowmobile trail groomer, snowmobile trail signage, related tools, furniture, equipment and club materials inside the Snowmobile Club Storage room shown in Schedule 'C';
 - Storage of fuel in the Fuel Shed;
 - Usage of the Common Meeting Room shown in Schedule 'C' exclusively by tenant's members and guests; and

- Subject to Landlord approval including receipt of a properly executed Forest Use Agreement, usage of the Premises for public events.
- 5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. The Tenant is solely responsible for ensuring that only properly insured motor vehicles may be parked in the Parking. No vehicles or equipment or other Tenant or Tenant member or guest items shall be stored in the Parking overnight without express prior written approval by the Landlord and may be subject to removal at the discretion of the Landlord without prior notice and at the cost of the owner of the item.
- 6. The Landlord has the sole discretion to require the removal of items stored inside any of the buildings forming part of the Premises herein or anywhere else on the Premise.

Term and Termination

- 7. The term of the Lease is for a period of five (5) years commencing on the ending on (the "**Term**"), unless terminated earlier in accordance with the provisions of this Lease.
- 8. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 30 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 30 days' notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
- 9. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 60 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 60 days to rectify, unless the Tenant will commence rectification within the said 60 days' notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 60 days' notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

Renewal of Lease

10. Upon at least 120 days' notice, the Tenant may express its intent to renew this Lease for another term (the "Renewal Term"), and at the sole discretion of the Landlord to accept and upon renegotiation of the Rent. If, upon expiration of the initial Term, the parties cannot agree on whether to renew this Lease, but the Tenant continues to

occupy the Premises, this Lease will be continued on a month-to-month basis, on the same terms and conditions contained herein, for the period between the expiry of the initial Term and the Renewal Term.

<u>Rent</u>

- 11. Subject to the provisions of this Lease, the Tenant will pay a Base Rent of ONE THOUSAND FIVE HUNDRED (\$1,500.00) CAD dollars annual amount to be paid upon inception of the lease and shall be considered payment in full. In addition to the Base Rent, the Tenant will pay directly for any fees or taxes arising from the Tenant's business.
- 12. Upon renewal of the lease the amount of the Base Rent payable in accordance with Section 11 "Rent" above shall be increased by the CPI (Consumer Price Index) of Ontario, as published by the government.
- 13. The Tenant will pay the Base Rent on or before annual date of the Lease to the Landlord.
- 14. The Tenant will be charged an additional amount of 1.50% of the Base Rent for any late payment of Base Rent.
- 15. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Landlord's Obligations

- 16. The following will be the responsibility of the Landlord during the Term with respect to the Building, and are included in the Base Rental:
 - a) All Utilities;
 - b) Maintenance services, including minor plumbing and electrical repairs (i.e., supply and replace switches, ballast and lightbulbs, (in a timely manner) but not including repairs or maintenance of any equipment, contents or leasehold improvements supplied or owned by the Tenant;
 - c) All lawn and landscaping maintenance:
 - d) Timely removal of snow and ice from the parking lot around the Lindsay Shop during normal business days (Monday to Friday) and regular business hours (08:00 am 04:30 pm):
 - e) Maintain existing parking lot to provide appropriate parking and access to the Building.

Tenant's Obligations

- 17. The following will be the responsibility of the Tenant during the Term with respect to the Premises and Common Areas:
 - a) tenant responsibility for access to Groomer room;
 - b) Clearing/removal and disposal of papers and related debris from the Premises after use:
 - c) Replacement of chairs, desks etc. to their typical location;

- d) Clearing/washing of dishes, cutlery, wiping down of counters and other surfaces, etc. after use:
- e) Removal/disposal of foodstuffs brought onto the Premises;
- f) Timely removal of snow and ice from the door entrances to the Common Room and Snowmobile Club Storage;
- g) To report to the Landlord immediately upon discovery any required repairs or maintenance to the Premises per the Landlord's obligations listed herein.
- h) All costs associated with the propane tank required for heating the snowmobile groomer shed.

Use and Occupation

- 18. The Tenant will occupy the Premises to conduct its business in a reputable manner on such days and times as jointly arranged with the permission of the Landlord. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules, and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
- 19. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

20. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

21. Subject to notification provisions defined elsewhere within this Lease, If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Additional Rights on Re-Entry

22. Upon the occurrence of an event of default or breach of this Lease, Landlord may elect to immediately terminate or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon any such termination, Tenant shall immediately surrender and vacate the Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law.

Utilities and Other Costs

23. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, outhouse rental, and snow removal services.

Landlord's Insurance

- 24. During the Term of this Lease, the Landlord shall maintain insurance coverage respect to the Building for the following:
 - a) Loss or damage by fire, lightning, storm or other perils that may cause damage to the Building including outbuildings as applicable and the other property in relation to the Building including but not limited to contents and equipment of the Landlord as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord;
 - b) Liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in his sole discretion deems advisable.

Tenant's Insurance

- 25. The Tenant is responsible for insuring the Premises for liability insurance covering its operations and occupancy of Premises herein defined.
- 26. The Tenant will, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the Province of Ontario:
 - a) Appropriate liability insurance against claims for third party bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, associated with the Tenant's operations on or about the Premises; such insurance to be in the name of the Tenant and adding the Landlord including its directors, officers, employees and agents as additional insureds so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than CAD \$5,000,000.00 per occurrence combined single limit or such other amount as may be reasonably

required by the Landlord from time to time; such liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease. The insurance shall extend to cover employees, volunteers and any other parties acting for or on behalf of the Tenant in the conduct of its operations.

- b) Tenants Legal Liability (all risks) in an amount of no less than CAD \$2,000,000.00 per occurrence covering all losses or damage to the Premises caused by the Tenant or those for whom the Tenant is responsible.
- c) All risks property insurance upon its equipment, tools and upon all other property in and around the Premises owned by the Tenant or for which the Tenant is legally liable, all in an amount equal to the full replacement value of such items, In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.
- c) As applicable, Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.
- d) Owned automobile liability insurance in an amount of no less than CAD \$2,000,000 per occurrence with respect to all motorized vehicles (including but not limited to vehicles licensed for public road access) owned, leased, or operated by the Tenant.
- 27. The Tenant's policies of insurance herein before referred to will contain the following:
 - a) provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
 - b) provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
 - c) all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord, its agents, employees or those for whom it is in law responsible whether or not caused by the act, omission or negligence of the Landlord, its agents, employees or those for whom it is in law responsible; and
 - d) provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days' written notice stating when such cancellation will be effective.
- 28. The Tenant will provide to the Landlord a Certificate of Insurance as proof of the abovementioned insurance requirements no later than 10 days prior to the Commencement Date of Lease and, subsequently, on an annual basis on each anniversary of the Effective Date.

- 29. The Tenant will further during the whole of the Term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
- 30. The Tenant must report to the Landlord any changes in its operations and will not do, omit, or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the Tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
- 31. The Tenant will not at any time during the Term use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.
- 32. Where the Tenant is partly or wholly self-insured, the Tenant shall provide the Landlord with documentation, satisfactory to the Landlord, sufficient to establish that the Tenant has insurance coverage similar to that described in this Lease. The Tenant shall provide such documentation to the Landlord no later than 10 days following execution of this Lease.

Limited Liability Beyond Insurance Coverage

33. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

Tenant's Indemnity

34. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other

liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its members, volunteers, agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.

- 35. The Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow, or dampness, or from any other cause.
- 36. The Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any punitive, incidental, consequential or indirect damages suffered by the Tenant.
- 37. The Landlord will not be liable for any loss, injury or damage caused to the Tenant or persons for the Tenant (defined elsewhere in this Agreement) using the Common Areas or to their vehicles or their contents or any other property on them, or for any damage to property entrusted to the Tenant or aforementioned persons or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

<u>Abandonment</u>

38. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

39. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under

this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Assignment and Subletting

40. The Tenant will not assign this Lease or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Care and Use of Premises

- 41. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
- 42. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted on the Premises including in parking areas), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the areas allotted to them.
- 43. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants or nearby neighbours.
- 44. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 45. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing, and safety as required by law.
- 46. The Tenant will not conduct any vehicle repairs or maintenance on site at the Premises, including but not limited to those vehicles owned or operated by or in the possession of the Tenant. Allowance to conduct such repairs or maintenance must be with the express consent of the Landlord.

Surrender of Premises

47. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

48. The Tenant will not keep or have on the Premises any article or thing of a dangerous, noxious, flammable, or explosive character or conduct any hazardous operations involving such materials that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company. REFER TO fuel being stored in the fuel shed.

Rules and Regulations

49. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

50. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:

a) the address for service of the Tenant is:

Address: 2 Makela Road

North Bruce Peninsula, ON N0H 2T0

Email: dan.w.west@gmail.com

Attention: President

b) Contact Information of Landlord:

Address: County of Bruce

30 Park Street, PO Box 70 Walkerton, ON NOG 2V0

Email: clerk@brucecounty.on.ca

Attention: Clerk

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

General Provisions

- 51. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 52. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.
- 53. If any provision of this ease is illegal, unenforceable, or invalid, it shall be considered separate and severable, and all the remainder of this Lease shall remain in full force and effect as though such provision had not been included in this Lease, but such provision shall nonetheless continue to be enforceable to the extent permitted by law.
- 54. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

- 55. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
- 56. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease.
- 57. The following Schedules are incorporated into and form an integral part of this Lease:
 - a. Schedule "A" Description of Premises
 - b. Schedule "B" Diagram of Grounds and Structures
 - c. Schedule "C" Diagram of Floor Plan for Lindsay Shop
- 58. This Lease may be executed in counterparts. Facsimile and electronic signatures are binding and are considered to be original signatures.
- 59. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the Effective Date of this Lease will not be binding on either Party to this Lease except to the extent incorporated in this Lease. No warranties of the Landlord not expressed in this Lease are to be implied.
- 60. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

[Signature Page Follows]

IN WITNESS WHEREOF the undersigned parties have caused this Lease to be executed as of the Effective Date by their respective officers thereunto duly authorized.

THE CORPORATION OF THE COUNTY OF BRUCE (Landlord) Per:
Name: Chris Peabody Title: Warden
Name: Linda White Title: Clerk
We have authority to bind the Landlord.
[CENTRAL PENINSULA SNO-DRIFTERS SNOWMOBILE CLUB] (Tenant) Per:
Name: Dan West Title: President
Name: Title:
We have authority to hind the Tenant

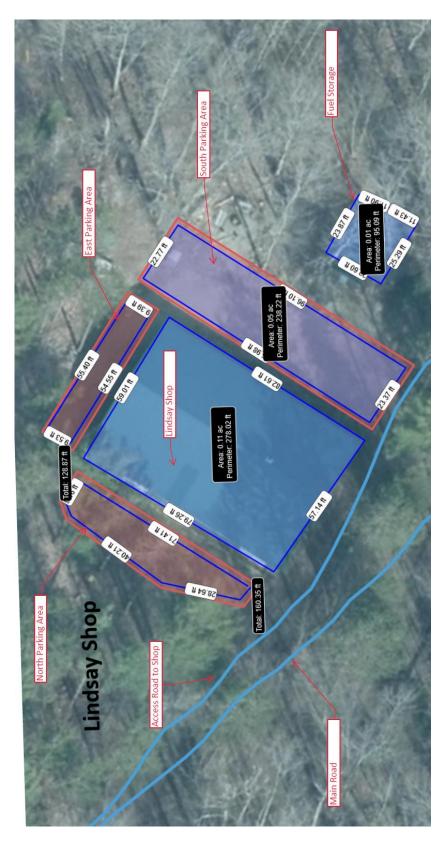
SCHEDULE 'A' Legal Description of Parcel

LT 11 CON 2 WBR LINDSAY; LT 11-12 CON 1 WBR LINDSAY W OF DEP1981; NORTHERN BRUCE PENINSULA

Now known as PIN 33114-0640



SCHEDULE 'B'
Diagram of the Portion of the Grounds with the Rented Structures



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SCHEDULE 'C'
Diagram of the floorplan for the Lindsay Shop

