

THIS INDENTURE made this day of January, 2010.

BETWEEN: **The Corporation of the Municipality of Tweed**
Hereinafter called the “**Lessor**” of the first part.

AND: **The Tweed Lions Club**
Hereinafter called the “**Lessee**” of the second part.

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee, to be paid, observed and performed, the said Lessor has demised and leased and by these presents doth demise and lease unto the said Lessee:

ALL THOSE CERTAIN PREMISES known and described as the Hungerford Hall, Tweed, Ontario, located at 65 Victoria Street North, Village of Tweed; together with a right of ingress and egress by way of the parking lot at the rear of the building, and full use of the said parking lot.

TO HAVE AND TO HOLD the said premises for and during the term of five years (5) years to be computed from the 1st day of January, 2010 and from thenceforth ensuing and to be fully completed and ended on the 31st day of December, 2014.

YIELDING AND PAYING THEREFOR monthly and every month during the said term hereby granted, unto the said Lessor, the sum of \$1,080.00 per annum (\$90.00 per month), payable in advance on the 1st day of January, 2010 and on the 1st day of each and every month following to and including the 1st day of December, 2014.

A. THE SAID LESSEE COVENANTS WITH THE SAID LESSOR, THEIR SUCCESSORS AND ASSIGNS:

RENT

1. To pay rent, and in addition thereto pay GST and any other government tax imposed thereon.

REPAIR

2. That the Lessee will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest, or other acts of God only excepted). That the Lessee shall maintain the demised premises in a manner that is of benefit to the community of the Municipality of Tweed.

SUB-LETTING AND USE

3. The Lessee may sub-let the said demised premises on a day to day basis for events or activities normally held at a community hall, and shall retain the rental revenues.
4. The Lessee shall sub-let the said premises to the Council of the Municipality of Tweed, and its related boards and committees, on an as required basis and subject to availability, and at no cost to the Municipality or its boards and committees.

COMPLY WITH ALL LAWS

5. The Lessee shall comply promptly with and conform to the requirements of all applicable statutes, laws, by-laws, regulations, ordinances and orders from time to time or at any time in force during the term hereof and affecting the condition, equipment, maintenance, use or occupation of the demised premises and with every applicable regulation, order and requirement of the Canadian Fire Underwriters' Association or any body having similar functions or any liability or fire insurance company by which the Lessor and the Lessee or either of them may be insured at any time during the term hereof, and, in the event of the default of the Lessee under the provision of this paragraph, the Lessor may terminate this lease without notice.

FIXTURES

6. That, at the expiration of the term hereby granted, or any renewal thereof, all fixtures and leasehold improvements shall remain upon the demised premises and shall become the sole property of the Lessor with no compensation to the Lessee.

UTILITIES

7. The Lessee hereby covenants to pay all charges for utilities used in the demised premises and to contract for the utilities in the Lessee's own name, including but not limited to hydro electricity, heat, water and sewer.

JANITORIAL

8. The Lessee hereby covenants to pay all charges for janitorial services for the demised premises or to be responsible for carrying out all janitorial services at the premises.

NAME AND SIGNAGE OF HALL

9. The Lessee hereby agrees to have affixed to the front of the premises an appropriate sign depicting the name of the premises as "Hungerford Hall - Home of Tweed Lions Club".

ALTERATIONS, ETC.

10. That if the Lessee shall during the said term desire to make improvements to the demised premises, the Lessee may do so at its own expense at any time and from time to time provided that the Lessee's rights to make such alterations to the demised premises shall be subject to the following conditions:
 - i) that before undertaking any such alterations, the Lessee shall submit to the Lessor a plan showing the proposed alterations and shall obtain the approval and consent of the Lessor to the same, such approval not to be unreasonably withheld;
 - ii) that all such alterations shall conform to all building by-laws, if any, then in force affecting the demised premises; and
 - iii) that such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building.
11. That except as herein provided, the Lessee will not erect or affix or remove or change the location or style of any partitions or fixtures, without the written consent of the Lessor being first had and obtained.
12. That, at the expiration of the term hereby granted, or any renewal thereof, all improvements shall belong to and become the property of the Lessor without compensation to the Lessee.

WASTE

13. The Lessee shall not do or suffer any waste or damage, disfiguration or injury to the demised premises or the fixtures and equipment thereof nor permit or suffer any overloading of the floors thereof and shall not use or permit to be used any part of the demised premises in any dangerous, noxious or offensive manner and shall not do anything or permit anything to be done upon or about the demised premises nor anything to be brought thereon which the Lessor may reasonably deem to be a nuisance and the

Lessee shall take every reasonable precaution to protect the demised premises and the building from danger of fire, water damage or the elements, and the Lessee shall not allow any refuse, garbage or other loose, objectionable material to accumulate in, on or about the demised premises or the building and will at all times keep them in a clean and wholesome condition.

B. THE LESSOR COVENANTS AND AGREES WITH THE LESSEE AS FOLLOWS:

QUIET ENJOYMENT

1. Provided the Lessee pays all rent reserved herein and performs all the covenants herein contained on its part to be performed, the Lessee shall have quiet enjoyment of the demised premises.

TAXES AND RATES

2. To pay all taxes and rates, municipal, parliamentary or otherwise assessed against the demised premises, if any.

SNOW PLOWING AND GRASS CUTTING

3. The Lessor hereby covenants to carry out all snow plowing and grass cutting on the lands around the demised premises, including but not limited to the parking lot at the rear of the building and the side and front yards, through contracted services or municipal forces.

INSURANCE

4. The Lessor shall throughout the term of this lease provide, at the Lessor's own expense, and keep in force for the benefit of the Lessor and the Lessee comprehensive general liability insurance in respect of damage to or loss of the demised premises and for any injury to or death of one or more persons or property damage with limits of not less than \$1,000,000.00 per occurrence.
5. The Lessee shall throughout the term of this lease provide, at the Lessee's own expense, and keep in force for the benefit of the Lessor and the Lessee tenant legal liability insurance, which names the Municipality as an additional insured, for the Lessee's events and for those contents of the premises under direct ownership of the Lessee.

C. GENERAL TERMS

REMEDIES OF LESSOR

1. If the Lessee shall fail to make any payment of rent for fifteen (15) days after the due date therefor, or if in the sole discretion of the Lessor the demised premises are not used or maintained in a manner which will be or is of benefit to the community and upon notice the Lessee fails to remedy such breach, or if the Lessee shall fail to perform or observe any other covenants, provisos or agreements contained herein, then, and in each case, the Lessor may by written notice terminate this lease, without prejudice to any other rights or remedies it may have.

LIENS

2. The Lessee shall indemnify and hold the Lessor harmless from and against any liability, claim, damages or expenses (including legal expenses) due to or arising from any claim made against the demised premises or the building for all liens related to all work done by or on behalf of the Lessee and all work which the Lessee is obliged to do and any such liability, claims, damages or expenses incurred by the Lessor shall be paid by the Lessee

to the Lessor forthwith upon demand; and the Lessee shall cause all registration of claims for liens and / or certificates of action under the Construction Lien Act and relating to any such work done by or on behalf of the Lessee, and all work which the Lessee is obliged to do, to be discharged or vacated as the case may be within fifteen (15) days of such registration or within five (5) days after notice from the Lessor, failing which the Lessor, in addition to any other rights or remedies it may have hereunder, may, but shall not be obligated to, discharge such liens and / or certificates by payment to the claimant, payment into court or otherwise; any such payments and the Lessor's legal costs (on a solicitor and client basis) and other costs of obtaining and registering such discharges shall be repaid by the Lessee to the Lessor forthwith after notice thereof, and shall be recoverable as if the same were rent reserved and in arrears hereunder.

NOTICES

3. All notices or other documents required or which may be given under this agreement shall be in writing, duly signed by the party giving such notice and transmitted by registered or certified mail, addressed as follows:

LESSOR: The Corporation of the Municipality of Tweed
Postal Bag 729
Tweed, ON K0K 3J0
Attention: Patricia Bergeron, CAO/Clerk

LESSEE: Tweed Lions Club
P.O. Box 1
Tweed, ON K0K 3J0
Attention: Wendy Lamb, President

Any notice or document so given shall be deemed to have been received on the second business day following the date of mailing. In the event of interruption of the postal system by labour strife, such notice shall be delivered. Any party may from time to time by notice given as provided change its address for the service of notices.

ENTIRE AGREEMENT

4. The Lessee acknowledges that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this lease save as expressly set out or imported by reference in this lease and that this lease constitutes the entire agreement duly executed by the Lessor and the Lessee.

REGISTRATION OF NOTICE

5. The Lessee shall not register this Lease or any notice thereof at the Land Registry office.

SUCCESSORS

6. This lease shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns (as limited by the provisions of this lease) and shall be interpreted in accordance with the laws of the Province of Ontario and the parties hereto attorn to the jurisdiction of the court of the Province of Ontario.

OVERHOLDING

7. Provided further and it is hereby agreed that should the Lessee hold over after the expiration of this lease and the Lessor thereafter accepts rent for the said premises, the Lessee shall hold the said premises as a monthly tenant only of the Lessor but subject in all other respects to the terms and conditions of this lease.

CONTINUATION OF LEASE

8. The term of the lease shall be for a period of five (5) years and negotiation of a renewal lease upon the expiration of the term shall be in accordance with the renewal terms of this lease.

RENEWAL OF LEASE

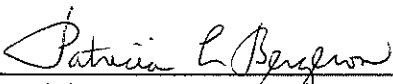
9. Provided the Lessee is not in default hereunder, the Lessee shall have the first option to renew this lease for a further period of five (5) years commencing on the expiration of the term. The rent for the renewal term shall be the fair market rent at the time of the renewal for such space, to be determined by agreement between the Lessor and the Lessee.

IN WITNESS WHEREOF the parties hereto have executed this Indenture.

The Corporation of the Municipality of Tweed:



Jo-Anne Albert, Reeve

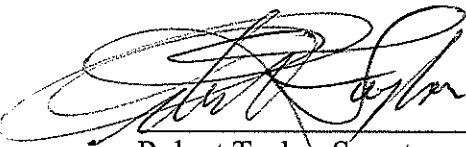


Patricia Bergeron, CAO/Clerk

Tweed Lions Club:



Wendy Lamb, President



Robert Taylor, Secretary