

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT made the _____ day of _____, 2017

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY

(the "Sublessor")

- and -

DUNNVILLE SOCCER PARK CORPORATION

(the "Sublessee")

RECITALS:

WHEREAS by a Lease Agreement dated the _____ day of _____, 2017, made between 972973 Ontario Inc. (the "Lessor"), as Lessor, and The Corporation of Haldimand County (the Sublessor), as Lessee, a copy of which is annexed as Schedule "A" (the "Head Lease"), the Lessor leases to the Sublessor the land described as follows:

PIN # 38122-0183(LT), being Part of Lot 4, Second Range from Grand River Moulton, Part of the Toad Allowance between First Range from Grand River and Second Range from Grand River, designated as Parts 1 & 2 on 18R-4396; Haldimand County (the "Land")

AND WHEREAS the Lessor has consented to the Sublessor's sublease of the Land on the terms as set out below;

NOW THEREFORE the Sublessor demises and leases the Land to the Sublessee, and the Sublessee leases the Land from the Sublessor, for the term and on the conditions and provisions set forth in the Sublease Agreement.

TERM OF SUBLEASE:

1. The term of this Sublease Agreement shall be for a term of five (5) years, commencing on the _____ day of _____, 2017 (the "Term").

RENT:

2. The Sublessee covenants to pay annual rent in the amount of one dollar (\$1.00) per annum during the Term, which amount shall be payable on the first day of each year during the Term.

BENEFIT OF HEAD LEASE:

3. Subject to the terms and provisions of the Sublease Agreement, the Sublessee shall be entitled to all benefits granted to the Sublessor under or by virtue of the provisions of the Head Lease. During the term of this Sublease Agreement, the Land shall be used as a soccer park, with related facilities associated therewith.

HEAD LEASE TO GOVERN:

4. (a) This Sublease Agreement, and all rights and interest of the Sublessee under this Sublease Agreement, are and shall at all times be expressly subordinate and subject to all the terms and provisions of the Head Lease, subject to the obligations of the Sublessee set out in paragraph (b).

(b) The Sublessee assumes and agrees to be bound by and to keep and perform each and every one of the covenants, agreements and obligations with respect to the Land to be performed by the Sublessor, as Lessee in the Head Lease.

INSURANCE:

5. (a) The Sublessee shall, at the Sublessee's sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following policies of insurance:
 - i) With respect to the Improvements, the Lands and all other buildings, structures and appurtenances situated thereon, fire and extended perils insurance under a standard extended form of fire insurance policy, in such amounts and on such terms and conditions as would be carried by a prudent owner of similar property, having regard to the size, age and location of the Improvements, the Lands and all other buildings, structures and appurtenances situated thereon, with coverage to the full insurable value thereof at all times (to be computed upon a replacement cost basis); and,
 - ii) General liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Lands, written on a comprehensive basis with inclusive limits of a least two million dollars (\$2,000,000) per occurrence;
 - b) The Sublessee shall provide a Certificate of Insurance covering the above policy areas and limits from an insurer licensed to do business in the Province of Ontario.
 - c) The Sublessee shall require, as a condition of the aforementioned policies being issued, that the insurer give 15 days prior written notice to the Sublessor before any cancellation of any such policy.
6. The Sublessee shall give the Sublessor prompt notice of any accident occurring on any part of the premises that it becomes aware of that involves bodily injury or property damage.

TERMINATION:

7. Notwithstanding any other provision contained in this Sublease Agreement, both the Sublessor and the Sublessee shall have the right, in their sole and absolute discretion and for any reason whatsoever, at any time during the Term, to terminate this Sublease Agreement upon ninety (90) days written notice to the other party. In the event that either party exercises its option to terminate this Sublease in accordance with the above provision, then this Sublease will terminate and be discharged on the date that is ninety (90) days from the date on which the written notice was provided to the other party. Upon such termination date, (i) the Sublessee shall provide vacant possession of the Lands to the Sublessor, subject to the terms contained in this Sublease Agreement respecting any Improvements that have been made by the Sublessee up to the date of termination; and, (ii) the provisions of this Sublease Agreement shall cease to bind the parties hereto.

ASSIGNMENT AND SUBLETTING:

8. The Sublessee covenants not to assign, sublet or part with or share possession of all or any part of the Land without the consent in writing of the Sublessor and the Lessor under the Head Lease. The provisions of the Head Lease with respect to assigning and subletting are expressly incorporated in this Sublease Agreement *mutatis mutandis*.

NOTICES:

9. All notices or other documents required or which may be given under this Sublease Agreement shall be in writing, duly signed by the party giving such notice and transmitted by mail or facsimile (with confirmation of transmission) addressed as follows:

To the Sublessor:

Haldimand County
Attention: Manager, Community Development & Partnerships Division
45 Munsee Street North, Cayuga, ON, N0A 1E0
Facsimile: 905-774-4294

To the Sublessee:

Dunnville Soccer Park Corporation
c/o Sig & Margaret Rose
120 Logan Road, P.O. Box 284, Dunnville, ON, N1A 2W7
Facsimile: 905-_____

Any notice or document so given shall be deemed to have been received when delivered, or on the fifth business day following the date of mailing, if sent by mail, but shall be deemed to have been received on the next business day if transmitted by facsimile. If the postal system is disrupted by labour strike, any notice shall be sent by facsimile or delivered personally or sent by prepaid registered or certified mail or prepaid

courier to the address for such party as set out herein. Any party may from, time to time by notice given as provided above, change its address for the service of notices.

INTERPRETATION:

10. Sublessor and Sublessee shall include male, female or a corporation, with all appropriate grammatical and other changes wherever the context requires. The headings in this Sublease Agreement are for ease of reference only and are not to be used as an aid in the interpretation of this Sublease Agreement.

SERVERBILITY:

11. If any provision of this Sublease Agreement shall be deemed illegal, invalid or unenforceable, then it shall be considered separate and severable from this Sublease Agreement and the remainder of this Sublease Agreement shall not be affected by the severance, but shall remain in force and be binding on the parties and enforceable to the fullest extent of the law.

SUCCESSORS AND ASSIGNS:

12. This Sublease Agreement and everything contained in it, including all Schedules annexed to it, shall enure to the benefit of and be binding on the respective heirs, legal personal representatives, successors and permitted assigns of the parties.

TIME:

13. Time is of the essence of this Sublease Agreement and each and every provision in it.

GOVERNING LAW:

14. This Sublease Agreement shall be construed and be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have duly executed this Sublease Agreement.

THE CORPORATION OF HALDIMAND COUNTY

Ken Hewitt, Mayor

Evelyn Eichenbaum, Clerk

We have authority to bind the corporation.

DUNNVILLE SOCCER PARK CORPORATION

I/We have authority to bind the corporation.

SCHEDULE "A" – HEAD LEASE

LEASE AGREEMENT

THIS INDENTURE (this "Lease") made in duplicate the ____ day of _____, 2017.

B E T W E E N:

972973 ONTARIO INC.

(hereinafter called the "Lessor")

- and -

THE CORPORATION OF HALDIMAND COUNTY

(hereinafter called the "Lessee")

WITNESSETH AS FOLLOWS:

Article 1 – Basic Terms and Definitions

1.1 Basic Terms and Definitions

- a) Lessor: 972973 Ontario Inc.
R. R. #8, 195 Logan Road
Dunnville, ON
N1A 2W7
- b) Lessee: The Corporation of Haldimand County
P.O. Box 400
Cayuga, ON
N0A 1E0
- c) Lands: Those lands described as PIN #38122-0183(LT),
being Part of Lot 4, Second Range from Grand River
Moulton, Part of the Road Allowance between First
Range from Grand River and Second Range from
Grand River, designated as Parts 1 & 2 on 18R-
4396; Haldimand County, shown on the sketch
attached hereto as Schedule "A".
- d) Commencement Date: The date of this Lease Agreement.
- e) Term: Five (5) years from the date of signing of this
Agreement.

- f) Permitted Use: To be used as a soccer park, with related facilities associated therewith.

Article 2 – Demise and Term

2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor demises and leases unto the Lessee, and the Lessee leases from the Lessor, the Lands. The Lessee accepts the Lands on an “as is” basis, without any representation whatsoever by the Lessor as to the quality of the Lands or the fitness of the Lands for the purposes intended by the Lessee.

2.2 Term

The Term of this Lease shall commence on the Commencement Date, and shall continue for the length of the Term as set out herein, unless terminated earlier pursuant to the provisions of this Lease.

Article 3 – Rent, Utilities and Use of Lands

3.1 Covenant to Pay

The Lessee covenants to pay annual rent in the amount of One Dollar (\$1.00) per annum during the Term, which amount shall be payable on the first day of each year during the Term.

3.2 Utilities and Services

The Lessee shall be solely responsible for and shall pay to the appropriate utility suppliers, all charges for water, gas, electricity, telephone and other utilities and services used or consumed on the Lands and any buildings situated thereon, and any other charges levied or assessed on or in respect of services supplied to the Lands and any buildings situated thereon. In no event shall the Lessor be liable for, and the Lessor shall have no obligation, liability or responsibility whatsoever with respect to, an interruption to or cessation of or a failure in the supply of any utilities, services or system in, to or servicing the Lands.

3.3 Default by Lessee

In the event that the Lessee shall be in default under this Lease or any provision contained herein, then the Lessor, in addition to any other rights or remedies available to it, shall have the immediate right to terminate this Lease, and also shall have the immediate right of re-entry upon the Lands, and in either case the Lessor may repossess the Lands and enjoy them as of its former estate and may expel all persons and remove all property from the Lands, and such property may be removed and sold or disposed of by the Lessor as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Lessee, all without service of notice or resort to legal process and without the Lessor being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

3.4 Use of Lands by Lessee

The Lessee shall, at all times during the Term, use the Lands only for the Permitted Use and shall not use the Lands for any illegal or other purpose. The Lessee hereby agrees that throughout the Term, it shall, in its conduct on the Lands and its use of the Lands, abide by and act in accordance with all laws, by-laws and regulations that apply to the Lessee and to the Lands and to the Lessee's use of the Lands.

Article 4 – Construction, Ownership and Maintenance of Improvements

4.1 Lessee May Construct Improvements

The Lessee may construct, develop, build and erect, at its own cost and expense, improvements on the Lands further to and in conjunction with the Permitted Use of the Lands, such as (but not limited to) soccer playing fields, a lighting system, fencing and bleachers, landscaping, entranceways, roadways, parking lots, buildings, storage facilities, other facilities and any other appurtenances thereto that are consistent with the Permitted Use (the "Improvements"). The Lessee covenants that at all times the use made of the Improvements shall be solely for the Permitted Use set out in the Lease and for no other purpose. No Improvements shall be made to the Lands by the Lessee without obtaining the written consent of the Lessor prior to any such work being undertaken, which written consent shall not be unreasonably withheld. The Lessee shall obtain, at its own cost and expense, all necessary permits required for the Improvements to be made by it on the Lands, and the Lessee agrees to comply with all local and other by-laws and regulations in relation to the construction and use of the Improvements.

No permanent structures will be erected, including roadways on the lands.

4.2 Duties of Lessee in Construction

The Lessee shall perform and comply with the following covenants and requirements in the construction of any Improvements:

- a) prior to the commencement of any construction or work, all necessary building permits and all necessary consents and authorizations shall be obtained, and all municipal by-laws, any other legal requirements and any other consents or authorizations pertaining to any aspect of the work and construction, shall be complied with;
- b) the construction and work shall be conducted in a good and workmanlike manner, using only first-class, quality materials;
- c) the Lessor and its agents and engineers shall at all times have the right to enter onto the Lands and inspect the work and construction and to protest to the Lessee any default or non-compliance with any such matter, and the Lessee shall forthwith deal with the protest and remedy any default or non-compliance at its own expense;

- d) the Lessee shall promptly pay when due all proper accounts for work done or materials furnished under all contracts which it has entered into relating to the construction of the Improvements.

4.3 Fire and Liability Insurance During Construction

The Lessee agrees to obtain and maintain valid policies of insurance, at its sole expense, naming the Lessor and the Lessee as additional insureds and:

- a) protecting both the Lessee and the Lessor against claims for personal injury, death or property damage or other third party or public liability claims arising from any accident or occurrence upon, in or about the Lands and from any cause, including the risks occasioned by the construction of the Improvements, and to an amount of not less than two million dollars (\$2,000,000) for any personal injury, death, property or other claims in respect of any one accident or occurrence; and
- b) protecting both the Lessee and the Lessor from loss or damage to the Improvements and all fixtures, equipment, improvements and building materials on the Lands from time to time, both during and after construction (but which may be by policies obtained from time to time covering the risk during different phases of construction) against fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar project during construction to the full insurable value thereof at all times (to be computed upon a replacement cost basis with deduction only of the cost of excavation and foundations and of the value of building materials from time to time on the site but not incorporated in the Improvements).

4.4 Ownership of Improvements and Fixtures

All Improvements made to and built on the Lands shall belong to the Lessee at all times and may be removed from the Lands by the Lessee at any time during, or at the expiration or termination of, the Term, provided that the Lessee shall, at its own cost and expense, return the Lands to their previous condition if any Improvement is removed. Any Improvements that are not removed by the Lessee from the Lands shall become the absolute property of the Lessor upon the expiration or termination of this Lease, but shall be deemed, as between the Lessor and the Lessee during the Term, to be the separate property of the Lessee and not of the Lessor, but subject to and governed by all the provisions of this Lease applicable thereto.

The Lessor's absolute right of property in the Improvements which arises upon the termination of the Lease takes priority over any other interest in the Improvements which may now or hereafter be created by the Lessee (subject to the Lessee's right of removal as outline above), provided that all dealings by the Lessee with the Improvements which in any way affect title thereto shall be made expressly subject to the right of the Lessor, and the Lessee shall not assign, encumber or otherwise deal with the Improvements separately from any permitted dealing with the leasehold interest under this Lease, with the intent that only a person who holds an interest in the Improvements shall hold or enjoy an interest in this Lease, subject to the provisions contained herein respecting subleases of parts of the Lands or Improvements by the Lessee.

4.5 Lien Claims

The Lessee covenants and agrees not to permit any lien to be registered against the Lands for any labour or materials furnished to, or with the consent of, the Lessee, its agents or contractors, in connection with any work performed or claimed to have been performed on the Lands or Improvements by or at the direction or sufferance of the Lessee. The Lessee shall have the right to contest the validity of, or the amount claimed under or in respect of, any such lien if such contesting shall involve no forfeiture, foreclosure or sale of the Lands or any part thereof but, until a final determination of such contest, the Lessee shall not be required to cause such lien to be discharged and released until after a final determination, at which time the Lessee shall cause such lien to be discharged.

Article 5 – Insurance and Indemnity

5.1 Lessee's Indemnity

Subject to the Lessor's obligations hereunder, throughout the Term the Lessee covenants and agrees to indemnify and save the Lessor harmless from and against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever (including, without limitation, counsel and solicitors' fees on a substantial indemnity basis, reasonable costs of professional advisors, consultants and experts) arising from or in any way relating to loss or injury to property or injury or death to any person, firm, partnership or corporation, caused by the use, occupancy or presence of the Lessee or any other person, firm, partnership or corporation at, in or upon the Lands or Improvements, except to the extent that any such loss or claim is caused by the negligence or actions of the Lessor, its employees, officers, agents, invitees or those for whom it is in law responsible.

5.2 Lessee's Insurance

- a) The Lessee shall, at the Lessee's sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following policies of insurance:
 - i) with respect to the Improvements, the Lands and all other buildings, structures and appurtenances situated thereon, fire and extended perils insurance under a standard extended form of fire insurance policy, in such amounts and on such terms and conditions as would be carried by a prudent owner of similar property, having regard to the size, age and location of the Improvements, the Lands and all other buildings, structures and appurtenances situated thereon, with coverage to the full insurable value thereof at all times (to be computed upon a replacement cost basis);
 - ii) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Lands, written on a comprehensive basis with inclusive limits of at least two million (\$2,000,000) dollars per occurrence;

- b) The Lessee shall provide a Certificate of Insurance covering the above policy areas and limits from an insurer licensed to do business in the Province of Ontario
- c) The Lessee shall require, as a condition of the aforementioned policies being issued, that the insurer give 15 days' prior written notice to the Lessor before any cancellation of any such policy.

5.3 The LESSEE shall give the Lessor prompt notice of any accident occurring on any part of the premises that it becomes aware of that involves bodily injury or property damage.

Article 6 – Assignment and Subletting

6.1 Quiet Enjoyment

The Lessee, upon paying the rent hereby reserved and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall have the right to quiet and peaceable enjoyment of the Lands for the Term.

6.2 Assignment by Lessee

The Lessee shall not assign this Lease or sublet all or any part of the Lands without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. The one exception to this provision will be that the Lessee shall be permitted, without having to obtain the written consent of the Lessor, to sublet the Lands to Dunnville Soccer Park Corporation or Dunnville United Soccer Club under a sublease or other Field Management Agreement between the Lessee as sub-lessor and Dunnville Soccer Park Corporation as sub-lessee, in order to enable the sub-lessee to use the Lands for the same purposes as the Permitted Use. Notwithstanding the permitted sublease or any other sublease of the Lands (or part thereof) to any other party, the Lessee shall at all times be fully responsible and liable under this Lease and will be bound by this Lease in relation to the entire Lands (including those portions that are being subleased to other parties).

6.3 Subletting by Lessee

Subject to section 6.2 above, the Lessee and any permitted sub-lessee may, with the prior written consent of the Lessor, which shall not be unreasonably withheld, sublet portions of the Lands and Improvements (not constituting all or substantially all of the Lands and Improvements), provided that the term and all renewals of any such sublease do not extend beyond the Term of this Lease and all exercised renewal terms at such time. Any revenue from such subletting shall accrue to the sole benefit of the Lessee or permitted sub-lessee. Notwithstanding any sublease of the Lands (or part thereof) to any other party, the Lessee shall at all times be fully responsible and liable under this Lease and will be bound by this Lease in relation to the entire Lands (including those portions that are being subleased to other parties).

Article 7 – Lessee's Responsibilities

7.1 Alcohol on Lands

The Lessee agrees that the sale of alcohol on the Lands shall only be permitted during properly licensed and policed events, which is restricted to soccer organizations or fundraising for local soccer organizations.

The Lessee covenants not to knowingly allow the use of illegal drugs upon the premises by any person at any time.

7.2 Maintenance of Lands and Improvements

The Lessee covenants to keep up, maintain and repair, at its own cost and expense, the Lands and the Improvements, and to provide and maintain whatever sewage disposal system is required by the appropriate authorities.

Article 8 – General

8.1 Notices

Any notice required hereunder shall be in writing and any such notice and any delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out herein, as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received upon delivery of same on the third (3rd) business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternate address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

8.2 Registration

Neither the Lessee nor anyone on the Lessee's behalf or claiming under the Lessee shall register this Lease or a notice of the Lease against the Lands.

8.3 Number, Gender, Effect of Headings

Words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and word importing persons shall include firms and corporations and vice versa. The division of this Lease in articles and sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

8.4 Severability, Subdivision Control

Should any article or section or part or parts of an article or section in this Lease be illegal or unenforceable, it or they shall be considered separate and severable from the remaining provisions of this Lease, and such remaining provisions of this Lease shall remain in full force and effect and shall be binding upon the Lessor and the Lessee as though such article or section or part or parts thereof had never been included in this Lease.

8.5 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or

relating to this Lease, save as expressly set out or incorporated herein, and this Lease constitutes the entire agreement duly executed by the parties hereto, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties hereto.

8.6 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns.

Any party which is entitled to the benefits of this Lease may, and has the right to, waive any term or condition hereof at any time on or prior to the time when such term or condition is required to be fulfilled under this Lease; provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such party. The waiver by a party of any term or condition hereof shall not operate as a waiver of that party's rights under this Lease in respect of any other term and condition (whether of the same or any other nature).

8.7 Termination Without Cause

Notwithstanding any other provision contained in this Lease, both the Lessor and the Lessee shall have the right, in their sole and absolute discretion and for any reason whatsoever, at any time during the Term, to terminate this Lease upon ninety (90) days' written notice to the other party. In the event that either party exercises its option to terminate this Lease in accordance with the above provision, then this Lease will terminate and be discharged on the date that is ninety (90) days from the date on which the written notice was provided to the other party. Upon such termination date, (i) the Lessee shall provide vacant possession of the Lands to the Lessor, subject to the terms contained in this Lease respecting any Improvements that have been made by the Lessee up to the date of termination, and (ii) the provisions of this Lease shall cease to bind the parties hereto.

8.8 Further Assurances

Each party hereby covenants and agrees that at any time, and from time to time, it will, upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, documents and assurances as may be required for the better carrying out and performance of the terms of this Lease.

8.9 Governing Law

This Lease shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated, in all respects, as an Ontario contract.

8.10 Time of the Essence

Time shall be of the essence of this Lease.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED)

in the presence of)

**THE CORPORATION OF
HALDIMAND COUNTY**

Ken Hewitt, Mayor

Evelyn Eichenbaum, Clerk
I/We have authority to bind the corporation.

972973 ONTARIO INC.

James Hauser, President
I/We have authority to bind the corporation.

SCHEDULE "A" – LAND

