

TOWN OF LUNENBURG COUNCIL MEETING MINUTES

TUESDAY, OCTOBER 26, 2021 AT 6:00 P.M.

LUNENBURG COUNCIL CHAMBER, 120 TOWNSEND STREET

PRESENT: Mayor Matt Risser
Deputy Mayor Peter Mosher
Councillor Jenni Birtles
Councillor Melissa Duggan
Councillor Stephen Ernst
Councillor Ed Halverson
Councillor Susan Sanford

ALSO, PRESENT: Lisa Dagley, CPA, CGA, Finance Director
Trevor Hume, Planning Technician
Arthur MacDonald, Heritage Manager
Heather McCallum, Assistant Municipal Clerk
Bea Renton, Chief Administrative Officer

1. Call to Order

The Mayor called the meeting to order at 6:00 p.m.

2. Acknowledgement of Mi'kma'ki the Ancestral and Unceded Territory of the Mi'kmaq People

The Mayor recognized Lunenburg's location on the unceded territory of the Mi'kmaq people.

3. Agenda

Motion: moved and seconded approval of the agenda. Motion carried.

4. October 12, 2021 Council Meeting Minutes

Motion: moved and seconded approval of the October 12, 2021 Council meeting minutes. Motion carried.

5. Public Hearings, Presentations and Questions

- a. Jamie Myra, President, Lunenburg Board of Trade – Special Events Permit Application and Grant Request for Holiday Celebrations November 26 - 28, 2021

Jamie Myra and Candace Forward of the LBOT addressed Council regarding their request for a Special Events Permit and in-kind Town support for the provision of donated goods and services outlined in their application (**Schedule A**) including as well: traffic control services for all events; Electric Utility services; transportation of staging, display and seating materials and former holiday lighting for possible retrofit and eventual reinstallation by the LBOT; and a \$500 cash contribution to a holiday contest.

In response to Council questions, they advised that they will comply with all current Provincial COVID-19 protocols for venues whether indoors or outdoors. Mask wearing will be encouraged.

6. Correspondence, Petitions and Proclamations Consideration

a. Provincial Capital Assistance Program

7. Business Arising from the Minutes/Unfinished Business (Nil)

8. Committee Meeting Minutes, Recommendations, Reports and Notices of Motion

a. Protective Services Committee October 14, 2021 Meeting Minutes

Councillor Birtles left her Council seat and sat in the public gallery because of a potential conflict. She did not vote on the following matter.

Motion: moved and seconded approval to sell and apply the proceeds of the sale from the current Fire Department pagers to the purchase of replacement Fire Department pagers. The Fire Department will pay any balance owing to purchase the new pagers. Motion carried.

Councillor Birtles resumed her Council seat.

9. New Business

a. Lunenburg Board of Trade – Special Events Permit Application and Grant Request for Holiday Celebrations November 26 - 28, 2021

Motion: moved and seconded approval of the Lunenburg Board of Trade Special Events Permit Application and in-kind Town support for the provision of donated goods and services outlined in their application (Schedule A) including as well: traffic control services for all events; Electric Utility services; transportation of staging, display and seating materials and former holiday lighting for possible retrofit and eventual reinstallation by the LBOT; and a \$500 cash contribution to a holiday contest. Motion carried.

b. 2021/22 Town Grant Request of NS Caregivers Association (Society) for Donated Use of the Community Centre Auditorium Meeting Room at \$30/hour /\$720/year (instead of Lunenburg Academy Rooms 101/a previously offered by the South Shore Public Libraries for free)

Motion: moved and seconded to approve the NS Caregivers Association 2021/22 Town Grant request for donated Community Centre meeting space to a maximum of \$720 to hold their meetings (Schedule B). Motion carried.

10. Meet in camera

Motion: moved and seconded to meet in camera to consider the following matters pursuant to section 22 (2), Municipal Government Act:

- Lunenburg Academy Lease; and
- Electric Utility Contract.

6:30 p.m. – 7:31 p.m. – Council recessed and met in camera.

11. Resumption of Council Meeting in Public Session

The public portion of the Council meeting resumed at 7:31 p.m. The following Council in camera meeting recommendation was considered by Council.

Motion: moved and seconded that whereas the Town of Lunenburg (the “Town”) entered into a Lease with New Voice Language & Tutoring Inc. (the “Tenant”) dated September 27, 2019 (the “Lease”);

And whereas the Town and the Tenant have agreed to enter into a Lease Amending Agreement to amend the definition of Premises (as defined in the Lease);

Now therefore Council will enter into a Lease Amending Agreement with New Voice Language and Tutoring, a body corporate, in the form attached hereto as Schedule C and the Mayor and CAO/Clerk are authorized to execute it on behalf of the Town and affix the municipal seal. Motion carried.

12. Adjournment

The meeting was adjourned at 7:32 p.m. by the Mayor.

Bea Renton, CAO

Schedule "A"

TOWN OF LUNENBURG
SPECIAL EVENT/FESTIVAL/PARADE APPLICATION FORM

Please complete all sections of this Application and return to:

Town of Lunenburg
119 Cumberland Street
P.O. Box 129
Lunenburg, Nova Scotia B0J 2C0

1. Name of Special Event/Race/Festival/Parade/etc. ("Event"):
Light Up Lunenburg Festival

2. Name of organization hosting/planning event:
Lunenburg Board of Trade in partnership with Fisheries Museum and others.

3. Type of organization: (please give tax number if applicable)

- Athletic _____
- Special Interest Group _____
- Community Non-profit _____
- Commercial (private sector) _____
- Religious _____
- Political _____
- Charitable _____
- Incorporated Society _____
- Other Please Specify HST 10764 9063 RT

4. Key contact for event:

Name: Renea Babineau - LBoT
Address: PO Box 1300,Lunenburg NS
Postal Code: B0J 2C0
Phone No. _____ (H) 902 634 3170 (O) _____ (F)

Secondary contact for event:

Name: Penny Zwicker,Fisheries Museum of the Atlantic
Address: 68 Bluenose Drive
Postal Code: B0J 2C0
Phone No. _____ (H) 634 4794ext232 (O) _____ (F)

5. Name and main theme of event:

Light Up Lunenburg Festival - Weekend celebration of Holiday activities

6. (A) Main activities of event:

Lighting of The Vessels, Santa Claus Parade, Outdoor Holiday Market, Pilgrimage and Tree Lighting, Holiday Decorating Contest, Outdoor Movies, Warming/Gift Wrap Station

(B) For parade approval please review, complete and return the attached Parade Safety Requirements document:

- Yes this is for parade approval and we have attached the completed Parade Safety Requirements document; or
 No parade.

7. Objectives of event in order of priority:

1. Showcase Lunenburg as a destination/attraction for visitors and the local community.

2. Promote and support the museum, local vendors and businesses (shop local).

3. Help boost local economy during slow season.

8. Date(s) and times to held:

November 26th, 27th and 28th - throughout day/evening.

9. Please identify the frequency of this event:

Annual	<input checked="" type="checkbox"/>	One time only	<input type="checkbox"/>
Biennial	<input type="checkbox"/>	Other (Please specify)	<input type="checkbox"/>

10. Locations/Route of event (please include site maps or route plan):

Site map included.

11. Insurance requirements: The Town of Lunenburg requires that event organizers, whether all or part of the event takes place on or passes over the Town of Lunenburg public property, during setup, the event, and/or break-down, carry third party liability insurance at a level of not less than \$2,000,000.00 per incident. The Town of Lunenburg shall be named as "Additional Insured", and where liquor shall be served as part of the event, additional liquor liability insurance shall be obtained. A certificate of all insurance concerning this coverage shall be forwarded to the Town Manager/Clerk of the Town of Lunenburg, at least 7 working days before the event start date. Please describe your insurance coverage and attach relevant documents.

Event Insurance provided by The Lunenburg Board of Trade and Rotary Club

FMA also has insurance for events onsite.

COI's forthcoming.

12. Will you require Town Services? If so, please describe:
Please see attached detailed event description with services request

13. Are you requesting that these Town services be donated free of charge? If so, please detail:
Yes, we would ask that the Town donate these services.

14. Please note any additional information below you feel would be helpful.

(Please Note: Your request for approval of this event and/or a donation will be considered by the Lunenburg Town Council at their next meeting.)

FOR OFFICE USE ONLY

Application received by: _____

Date application received: _____

Date Council considered application: _____

Decision of Council:

Special Event Permit Approved

Special Event Permit Denied

Conditions of Special Event Permit:

Term of Special Event Permit:

Fees or Service Charges for Town Work:



TOWN OF LUNENBURG SPECIAL EVENT PERMIT APPLICATION

PARADE SAFETY REQUIREMENTS

For the safety of all Parade participants and the general public, the Town of Lunenburg has developed the following Parade Safety Requirements (PSR). The PSR are based on the Province of Nova Scotia Department of Transportation and Infrastructure Parade standards. The PSR forms part of the Town's Special Event Permit Application (Schedule "A") approval process and must be signed and agreed to by the Parade Organizer as noted at the end of this document.

Parade Organizers and participants must adhere to the PSR. Failure to comply may result in Parade organizers and/or participants from hosting or entering any future Parades in the Town of Lunenburg.

It is a further PSR requirement that each Parade float, vehicle, oxen and/or horse owner Parade participant sign and agree to the attached Waiver document attached as Schedule "B" to this document.

DEFINITIONS:

- a. "CSA" means the Canadian Standards Association.
- b. "Float" means a vehicle, trailer or other apparatus with a platform used to carry an exhibit in a Parade.
- c. "Parade" means a public procession, march, etc. celebrating a special day or event which may include floats, marching bands, etc.
- d. "Parade Organizer" is the individual or incorporated society or company assuming responsibility for the Parade, its planning and related arrangements.
- e. "PSR" means Parade Safety Requirements as set out in this document.
- f. "RCMP" means Royal Canadian Mounted Police.
- g. "REMO" means the Lunenburg County Regional Emergency Measures Organization.

REQUIREMENTS:

1. No throwing of objects, etc. during Parades
 - Throwing of candy, promotional materials or any other object, including water, is prohibited during a Parade.
 - Spectators are not allowed to throw anything at the Parade itself, including individual participants and Parade floats.
 - Individual Parade participants may walk in a Parade and distribute approved items person-to-person without disrupting the Parade flow.
 - A Parade is not a fundraising opportunity for Parade participants to directly solicit business or donations during the Parade.

2. Vehicles and Floats

- All Parade vehicle and float entries must register with the Parade organizer one week in advance and provide the following information which shall be shared with the Town Traffic Authority and RCMP:
 - Valid NS Driver's License for the driver of each vehicle entered into the Parade. No novice drivers (License for two years or less) shall be permitted to operate a vehicle or float in the Parade.
 - Valid registration for all vehicles, including trailers entered in the Parade.
 - Current insurance documents for all vehicles, including trailers entered in the Parade. Anyone driving a vehicle or float in the Parade must notify their automobile insurer that they are participating in the Parade and provide a certificate of insurance one week in advance to the Parade Organizer adding the Parade Organizer and the Town of Lunenburg as additional insureds.
- Failure to provide this information one week in advance of the Parade may result in the late entry not being permitted in the Parade.
- RCMP will be on site to verify that drivers and insurance match the vehicles entered.
- All Parade entries are subject to approval by on-site personnel.
- Float trailers must be securely attached to the towing vehicle in compliance with Provincial Trailer Couplings and Other Safety Devices Regulations.
- Drivers of Parade entries must have unimpeded vision to the front and sides of the vehicle and float.
- All Parade entries must be a maximum of 4.15 m from the ground to the highest point on the entry.
- Participants riding on floats must remain securely seated or the perimeter of the float must be surrounded by a secure guardrail. The guardrail must be constructed such that participants cannot easily pass over or through it. The top rail must be a minimum of 1 m meter above the walking surface float deck.
- Float drivers and participants must have rapid means of escape in an emergency. No person shall be fastened to the float in a manner which interferes with them exiting the float quickly in such an emergency.
- Participants are not permitted to be transported to or from the Parade on a float; but rather, shall access the float at the designated Parade marshalling area before the start of the Parade.
- All vehicle and float entries must have adult (18 years of age or older) spotters at walking on EACH side of a vehicle and float. The spotters will walk behind the last set of wheels to prevent someone from coming into contact with moving vehicles and floats. If the registered weight of a trailer or vehicle exceeds 4500 kg, there must be an adult spotter at each axle group behind the front axles and on both sides of the Parade entry. All spotters are present strictly for safety purposes and therefore must not be performing other functions in the Parade or engaged in distributing or collecting items along the Parade route.
- Participants riding in Parade vehicles are not permitted to sit on the roof, hood, trunk lid or in the case of a convertible, on the body of the vehicle.

3. Animals and Livestock

- All Parade entries with live animals must have at least one adult (18 years of age or older) handler per animal.
- All live animals shall be at or near the end of the Parade.
- Any Parade entries with live animals must immediately clean up after their animals.
- No stopping along the Parade route for spectators petting or playing with animals shall be allowed. Entrants must keep pace with the Parade.
- Oxen and horse Parade entries require \$2,000,000 liability insurance coverage evidenced by copies of a Certificate of Insurance with the Parade Organizer and Town of Lunenburg noted as additional insureds.

4. Parade Route Approvals and Compliance

The event must only take place on the route indicated and approved by Lunenburg Town Council as indicated on the Town of Lunenburg Special Event/Parade Application Form (Schedule "A" attached).

The Parade Organizer is responsible for obtaining separate permission to hold event on any Provincial roads the Parade will also be held on.

The Parade Organizer is responsible for ensuring the necessary measures are taken to protect the safety of all participants, spectators, staff, volunteers, and other users of Town roads impacted by the Parade. All spectators must be kept off the travelled portion of the road and safely away from the moving Parade entries by the Parade Organizer.

The Town streets on which the Parade is taking place must be closed to all other traffic one hour before the Parade by the Parade Organizer in consultation with the Town's Traffic Authority and RCMP. Appropriate measures to reroute traffic away from the Parade is also the responsibility of the Parade Organizer.

Parade marshalling and dispersal activities shall be conducted off Town streets in a location set out in the Town Of Lunenburg Special Event/Parade Application Form (Schedule "A") as approved by Lunenburg Town Council, unless the streets are closed as approved by Council to ensure the safety of all participants.

5. General Parade Safety Requirements

- The Parade Organizer shall have a written safety plan and an emergency response plan to address unexpected emergencies which shall be provided to the Traffic Authority and RCMP one week before the Parade.
- All Parade participants and spectators are expected to perform courteously, respectful of the community and with safety in mind at all times during the formation, execution and dismissal of the Parade.
- The Parade Organizer and the Town of Lunenburg reserve the right to refuse entry to any group deemed unsuitable to the Parade.
- Smoking or the consumption of alcohol or any other controlled substance that may cause the impairment of Parade participants is not allowed.

- All Parade entries will maintain a safe and consistent distance from the entry in front of them. Marching bands and other performing or walking groups are not to unduly delay the Parade.
- Parades entries shall have no open flames.
- Only CSA approved generators are permitted on floats which shall be operated in accordance with manufacturer instructions and have an appropriate fire extinguisher readily available.
- Each float must have a current ABC fire extinguisher on board, which may also be used as the fire extinguisher for the generator as noted above if of the appropriate classification.
- Parade marshals and spotters are required to ensure no spectators enter the Parade route while the Parade is in motion.
- A reliable means of communication (e.g. cell phones, radios, walkie-talkies) will be used for communication between RCMP, Parade Organizers, and any other personnel involved in the safeguarding of the Parade. Through the REMO Coordinator, radios can be requested from the RCMP with one month's notice.
- Once the Parade begins, unauthorized persons will not be allowed to enter the Parade by the Parade Organizer. Nor may a Parade participant leave a float or vehicle until the Parade is safely concluded without the authorization of the Parade Organizer or RCMP.
- It is the driver and float organizer's responsibility to ensure that all individuals are securely seated, and children are supervised. All passengers must be seated while the vehicle or float is in motion.
- Parade participants must be a minimum of six years of age and all participants under the age of ten years of age must at all times be supervised by an adult at the ratio of a maximum of two children to one adult.
- No children under the age of ten years shall be on a Parade float.
- The Parade Organizer shall require each Parade float, vehicle, oxen and horse participant to sign the attached Parade Waiver and Registration Form.
- The Parade Organizer further agrees to comply with any applicable Provincial or Federal government Parade safety requirements.

PARADE ORGANIZER AGREEMENT:

By signing below the Parade Organizer hereby agrees to comply with the above noted Town of Lunenburg Parade Safety Requirements and Special Event Permit (Schedule "A") and will educate and ensure all entrants adhere to same. It is further agreed by the Parade Organizer that if they fail to comply with them they may be prohibited from hosting and/or entering in this or any future Parades in the Town of Lunenburg and be subject to potential liability.

Name of Parade Organizer(s): _____

Signature of Parade Organizer(s): _____

Date: _____

**Parade Float, Vehicle and Animal
Parade Participant/Owner Waiver Form**

I/we _____ hereby release the _____ (Parade Organizer), the Parade committee and volunteers, Parade sponsors and the Town of Lunenburg from any and all claim for damages which may occur to me at any time hereafter in favour of myself, my heirs, representatives, or dependents, against said parties, its officers and members, which may be suffered by me or any of them because of any matter, thing, condition, negligence, or default, or any person whatsoever, or the said parties

I/we further acknowledge and accept to be bound by the attached Parade Safety Requirements of the Town of Lunenburg a copy of which has been provided to me as attached. I acknowledge that if I fail to comply with any of these Parade Safety Requirements I may be prohibited from entering in this or any future Parades in the Town of Lunenburg and subject to liability.

Parade Entrant Name: _____

Signature: _____

Group or Company Name: _____

Contact Number: _____

Contact Email: _____

Parade Vehicle and Float Description: _____

Length of float: _____

Number of axels on float and/or vehicle: _____

Do you have a generator on the float? Yes No

Do you have an ABC fire extinguisher for the float and generator? Yes No

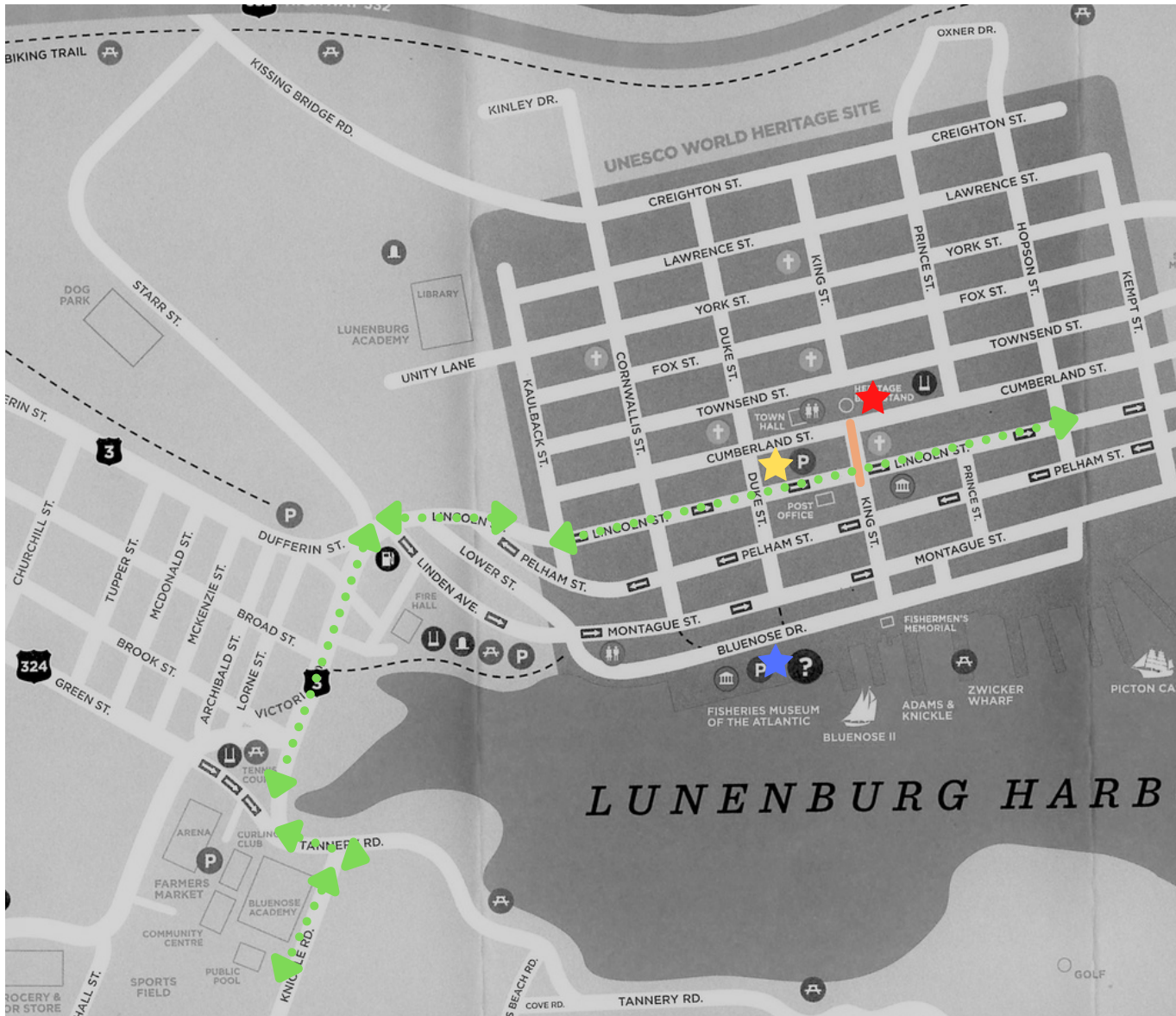
Will you have spotters? Yes No How many? _____

Will you enter livestock or other animals? Yes No How many? _____

Horse Oxen Other _____ (please describe)

Please attach the following additional information and documentation:

- Copy of front and back of the Driver's Licence for the driver of each vehicle
- Copy of valid registration for all vehicles, including trailers entered into the Parade.
- Copy of insurance documents for all vehicles, including trailers entered into the Parade.
- Certificate of insurance for \$2.0 million liability insurance for any livestock/horse entries naming the Town of Lunenburg and _____ (Parade Organizer) as additional insureds.



Outdoor Market -
(Street Closure)



Parade Route



Tree Lighting
Pilgrimage
Live Music



Warming Station



Lighting of The Vessels
Outdoor Drive Up Movies

Light Up Lunenburg – Event Permit Details

Friday, November 26th:

Lighting of the Vessels: 6-9pm (covered by Museum insurance)

Waterfront Outdoor Movie: times TBD (covered by Museum insurance)

- Use of Caroler lighting (if not already in use) – Would like to use this from late November - January
- Extra power capacity from the town (FMA has been in contact with Cali Beck)
- Cement jersey barriers (x2) - To use on the 26th,27th and 28th
- 1 Set Bleachers and 1 set of Staging - To use on the 26th,27th and 28th
- Use of the community Centre as an alternate location to set up large screen TV in the event of bad weather -
Friday : 8:00 pm to 10 pm
Saturday All day
Sunday 3:30 – 7:00 pm

Saturday, November 27th:

Live Music at the Bandstand: 12-2pm (Covered by LBoT insurance)

- Need usage of Bandstand

Parade – 2pm (insurance provided by Rotary Club)

- Street Closures to Traffic along parade route (see map) prior to and during parade event. We would ask that the Town donate this service.
- Use of pilons and no parking signs for parade and transport of benches Friday for the school band float.

Outdoor Market – Setup begins 8am, Market from 10am – 10pm (Covered by LBoT insurance)

- The use of Town owned electrical boxes at the Bandstand and for the market.
- Street Closures/Barriers - King Street between Cumberland and Pelham.
- Transport of our market booths to and from the event site.

Waterfront Outdoor Movie: times TBD – (covered by Museum insurance)

Tree Lighting/Pilgrimage: 6:45pm – 8pm (Covered by LBoT insurance)

- Need use of Public Works staff to assist with tree set up on November 13/14 and tear down January 7/8 – possibility of trees in other locations as well (locations TBD)
- Use of Electricity for Tree Lighting
- Small section of Cumberland Street closure, from St. John's Anglican Church to the Bandstand (for pilgrimage)

Town Crier:

- We would like to involve the town crier, more details to follow

Sunday, November 28th:

Waterfront Outdoor Movie: Times TBD (covered by Museum insurance)

*****Request to hang Snowflake Lights – The LBoT will be purchasing 15 Snowflake lights and we would request that the Town assist in getting them installed – this may require upgrading the electrical hookups. We know that there would be some cost to TOL to do this, however we feel that this would be a worthwhile investment on the Town's part as these lights will be a big improvement over the current and can be used for many years to come. We would also ask that the town assist with removing them after the holidays and store them off season if able.

Light installation date – Week of November 22nd

Light removal date – Week of January 10th

Schedule "A"

TOWN OF LUNENBURG
COMMUNITY GRANTS PROGRAM APPLICATION FORM

Please review the attached Town of Lunenburg Procedural Policy: Community Grants Program before completing this Application. Attach all the additional information requested before submitting your application. Applications must be received by March 31st.

Name of Non-Profit Organization: Caregivers Nova Scotia

Primary Contact Person: Nicole Byers

Daytime phone number [X]Work []Cell []Home): 902-514-1281

Mailing Address: 3433 Dutch Village Road, Suite 2, Halifax, NS B3N 2S7

Fax Number: 902-421-7338 E-mail Address: southshore@caregiversns.org

Organization Website: https://caregiversns.org/

1. Amount of funding requested: \$

In-kind Town of Lunenburg services requested: Community Centre fitness room rental monthly

2. The organization is a:

[] NS registered society name

[] Registered National Charity name/# 87932 1429 RR0002

[] Other (please describe)

3. The geographic area serviced by the organization is: All of Nova Scotia

4. Please describe, in detail, the specific use of the funds requested. Attach additional sheet if needed.

I am requesting in-kind services for the use of the Community Centre's Fitness Room on the second Wednesday of each month from 10:30 am to 12:30 pm. The space will be used for a caregiver support group to support unpaid caregivers as they support their loved ones.

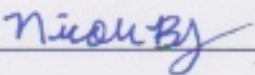
5. How will the community benefit from the funds received?

Caregivers NS peer support groups are open to any and add unpaid caregivers. The support groups help caregivers feel more connected and less alone. It can normalize the caregiver experience. As the group facilitator, I can help connect caregivers to resources and their peers can do this as well. It is also an opportunity for caregivers to receive two hours of respite away from their care recipient to talk to peers going through similar experiences. It provides emotional support to caregivers, which will hopefully improve their longevity in providing care to their loved one(s).

Please include the following information with your completed application:

- Financial Statements from your last fiscal year.
- Budget for the current fiscal year.
- Project budget and funding sources summary.
- Previous post grant report confirming use of earlier approved grant monies (if applicable).

I/we, the undersigned, hereby state that, to the best of our knowledge, all information contained in this application form and any attachments are a true representation of our proposed project and I/we will comply with the terms and conditions of an approved Town grant.

Printed Name of Authorized Representative	Signature of Authorized Representative	Position Held in Organization	Date MM / DD / YY
Nicole Byers		Caregiver Support Coordinator	09/22/21

Please return this form and all requested information by mail, fax, email or in person to:

Community Grant Program
Town of Lunenburg - Finance Director
PO Box 129
119 Cumberland Street
Lunenburg, NS B0J 2C0
(Fax): 902-634-4416, ldagley@explorelunenburg.ca

CAREGIVERS NOVA SCOTIA ASSOCIATION

Financial Statements

Year Ended March 31, 2021

CAREGIVERS NOVA SCOTIA ASSOCIATION

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Year Ended March 31, 2021

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Member of The AC Group of Independent Accounting Firms

INDEPENDENT AUDITOR'S REPORT

To the Members of Caregivers Nova Scotia Association

Opinion

We have audited the financial statements of Caregivers Nova Scotia Association (the Association), which comprise the statement of financial position as at March 31, 2021, and the statements of revenues and expenditures and changes in net assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Association as at March 31, 2021, and the results of its operations and cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations (ASNPO).

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Association in accordance with ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with ASNPO, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Association or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Association's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

(continues)

Independent Auditor's Report to the Members of Caregivers Nova Scotia Association *(continued)*

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Association's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Association to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

AC Hunter Tellier Belgrave Adamson

Dartmouth, Nova Scotia
June 26, 2021

AC HUNTER TELLIER BELGRAVE ADAMSON
CHARTERED PROFESSIONAL ACCOUNTANTS

CAREGIVERS NOVA SCOTIA ASSOCIATION
Statement of Revenues and Expenditures and Changes in Net Assets
Year Ended March 31, 2021

	Total 2021	Total 2020
REVENUES		
Provincial operating grant	\$ 337,000	\$ 337,000
Deferred expansion funding recognized <i>(Note 8)</i>	120,000	98,004
Donations and memorial gifts	2,093	925
Interest income	1,184	4,185
Provincial cost of living increase	-	27,432
Other revenue	-	114
Deferred operations funding recognized <i>(Note 8)</i>	-	67,000
	460,277	534,660
EXPENDITURES		
Salaries and benefits	387,372	418,447
Facility	28,689	28,082
Office	19,760	17,781
Professional fees, dues and licences	7,616	6,752
Advertising, promotion and public relations	6,887	25,548
Northern and Eastern Mainland Region	1,681	5,976
Meetings	1,530	9,270
Valley Region	1,414	4,605
Cape Breton Region	660	5,432
Eastern HRM Cost	518	3,793
Capital Region	513	2,489
Western Region	190	3,412
Staff development	71	1,423
Telephone	-	33
	456,901	533,043
EXCESS OF REVENUES OVER EXPENDITURES FROM OPERATIONS	3,376	1,617
PROJECT FUNDING (EXPENSES) <i>(Note 11)</i>	-	(2,216)
NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	3,376	(599)
NET ASSETS - BEGINNING OF YEAR	94,798	95,397
NET ASSETS - END OF YEAR	\$ 98,174	\$ 94,798

CAREGIVERS NOVA SCOTIA ASSOCIATION

Statement of Financial Position

March 31, 2021

	Total 2021	Total 2020
ASSETS		
CURRENT		
Cash	\$ 141,507	\$ 65,445
Short term investments <i>(Note 4)</i>	132,612	179,485
Accounts receivable	30,000	-
Harmonized sales tax recoverable	2,988	3,387
Prepaid expenses	1,094	1,077
	\$ 308,201	\$ 249,394
LIABILITIES AND NET ASSETS		
CURRENT		
Accounts payable and accrued liabilities	\$ 28,370	\$ 14,502
Deferred revenue <i>(Note 7)</i>	43,311	18,311
Deferred contributions <i>(Note 8)</i>	138,346	121,783
	210,027	154,596
NET ASSETS	98,174	94,798
	\$ 308,201	\$ 249,394

ON BEHALF OF THE BOARD

_____ *Director*

_____ *Director*

CAREGIVERS NOVA SCOTIA ASSOCIATION**Statement of Cash Flows****Year Ended March 31, 2021**

	2021	2020
OPERATING ACTIVITIES		
Excess (deficiency) of revenues over expenditures	\$ 3,376	\$ (599)
Changes in non-cash working capital:		
Accounts receivable	(30,000)	-
Accounts payable and accrued liabilities	13,867	(8,568)
Deferred revenue	25,000	(21,760)
Prepaid expenses	(17)	50
Harmonized sales tax recoverable	399	40
Deferred contributions	16,563	-
	25,812	(30,238)
Cash flow from (used by) operating activities	29,188	(30,837)
INVESTING ACTIVITY		
Short term investments	46,874	(62,678)
Cash flow from (used by) investing activity	46,874	(62,678)
INCREASE (DECREASE) IN CASH FLOW	76,062	(93,515)
Cash - beginning of year	65,445	158,960
CASH - END OF YEAR	\$ 141,507	\$ 65,445

CAREGIVERS NOVA SCOTIA ASSOCIATION

Notes to Financial Statements

Year Ended March 31, 2021

1. PURPOSE OF THE ASSOCIATION

Caregivers Nova Scotia Association (the "Association") is a not-for-profit organization incorporated provincially under the Societies Act of Nova Scotia. As a registered charity the association is exempt from the payment of income tax under Section 149(1) of the Income Tax Act.

The Association is dedicated to the recognition and support of all who are giving care to family, friends and neighbours.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations (ASNFPPO).

Revenue recognition

The Association follows the deferral method of accounting for contributions. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Investment income is recognized as revenue as interest income is earned.

Donation and memorial gifts are required as revenue when received or receivable and the amount can be reasonably estimated and collections is reasonable assured

Measurement uncertainty

The preparation of financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in revenues or expenditures in the period in which they become known. Actual results could differ from these estimates.

Cash equivalents

Cash includes cash less outstanding cheques plus outstanding deposits.

Property, plant and equipment

Average annual revenues in the prior and current year exceeded \$500,000 and as such, the Association is required in accordance with ASNPO standards for Capital Assets to capitalize and amortize tangible capital assets on a prospective basis. The application is irrevocable.

Financial instruments

Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, financial assets with actively traded markets are reported at fair value, with any unrealized gains and losses reported in income. All other financial instruments are reported at amortized cost, and tested for impairment at each reporting date. Transaction costs on the acquisition, sale, or issue of financial instruments are expensed when incurred.

(continues)

CAREGIVERS NOVA SCOTIA ASSOCIATION

Notes to Financial Statements

Year Ended March 31, 2021

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Financial risk management objectives and policies

Consistent with similar not-for-profit organizations, the Association's risk management policies are part of the overall management of the entity's operations. Management's direct involvement in day-to-day operations identifies risks and variations from expectations leading to changes in risk management activities, requirements and actions. Management has not entered into hedging transactions to manage risk. As a part of the overall management of the entity's operations, management considers avoidance of undue concentrations of risk, and employs appropriate investment and credit management policies to manage the Association's exposure.

HST recovery

As a registered charity, the Association is entitled to a rebate of 50% of the HST paid on eligible expenses. The practice of the Association is to record expenditures net of refundable HST.

Volunteer and donated services

Volunteers contribute services in conducting the administration of the Society. Due to the difficulty of determining the market value of these services, contributed services are not recognized in the financial statements.

3. FINANCIAL INSTRUMENTS

The Association is exposed to various risks through its financial instruments and has a comprehensive risk management framework to monitor, evaluate and manage these risks. The Association's financial instruments consist of cash, accounts receivable, short-term investments, accounts payable, and accrued liabilities. The following analysis provides information about the Association's risk exposure and concentration as of March 31, 2021.

Credit risk

Credit risk arises from the potential that a counter party will fail to perform its obligations. The Association is exposed to credit risk from customers. In order to reduce its credit risk, the Association reviews a new customer's credit history before extending credit and conducts regular reviews of its existing customers' credit performance. An allowance for doubtful accounts is established based upon factors surrounding the credit risk of specific accounts, historical trends and other information. The Association has a significant number of customers which minimizes concentration of credit risk.

Liquidity risk

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Association is exposed to this risk mainly in respect of its receipt of funds from its contributors and other related sources and accounts payable.

Market risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency rate risk, interest rate risk and other price risk. The Association is mainly exposed to interest rate risk.

Interest rate risk

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. In seeking to minimize the risks from interest rate fluctuations, the Association manages exposure through its normal operating and financing activities. The Association is exposed to interest rate risk primarily through its Guaranteed Investment Certificates.

CAREGIVERS NOVA SCOTIA ASSOCIATION

Notes to Financial Statements

Year Ended March 31, 2021

4. SHORT TERM INVESTMENTS

The Association holds guaranteed investment certificates which bear nominal interest at rates of 0.55% and 0.35% with maturity dates of May 25, 2021 and October 22, 2021 respectively.

5. CAPITAL MANAGEMENT

The Association considers its capital to be the balance maintained in its unrestricted net assets. The primary objective of the Association is to invest its capital in a manner that will allow it to continue as a going concern and comply with its stated objectives. Capital is invested under the direction of the Board of Directors of the Association with the objective of providing a reasonable rate of return, minimizing risk and ensuring adequate liquid investments are on hand for current cash flow requirements. The Association is not subject to any externally imposed requirements of its capital.

6. LEASE COMMITMENTS

The Association has a long term lease with respect to its premises which expires December 2021. The lease contains an annual renewal options and provides for payment of water, property taxes and maintenance costs. Future minimum lease payments as at March 31, 2021, are as follows:

2022 \$ 16,213

7. DEFERRED REVENUE

	2020	Funding received	Revenue recognized	2021
Deferred project funding - Palliative Care	\$ 18,311	\$ -	\$ -	\$ 18,311
Restart grant	-	25,000	-	25,000
	<u>\$ 18,311</u>	<u>\$ 25,000</u>	<u>\$ -</u>	<u>\$ 43,311</u>

Deferred revenues relate to specific projects that the Association administers.

Deferred revenues are recognized when the associated expenses are incurred.

8. DEFERRED CONTRIBUTIONS

	2020	Funding received	Revenue recognized	2021
Deferred operations funding	\$ 22,000	\$ -	\$ -	\$ 22,000
Deferred expansion funding 2018/2019	37,026	-	-	37,026
Deferred expansion funding 2019/2020	62,757	-	-	62,757
Deferred expansion funding 2020/2021	-	150,000	(133,437)	16,563
	<u>\$ 121,783</u>	<u>\$ 150,000</u>	<u>\$ (133,437)</u>	<u>\$ 138,346</u>

Deferred operations funding are funds received from the Department of Health and Wellness. The Board of Directors has authorized discretionary use of these funds to cover operating expenses of the Association.

In fiscal year 2019, the Association received the first installment of funding from the Department of Health and Wellness to facilitate expansion of its operations including hiring additional staff and covering ongoing expenses. The agreement expires March 31, 2022.

CAREGIVERS NOVA SCOTIA ASSOCIATION

Notes to Financial Statements

Year Ended March 31, 2021

9. ECONOMIC DEPENDENCE

The Province of Nova Scotia provides the Association with funding necessary to meet its operating goals. The Association is dependent on receiving adequate funding from the Province of Nova Scotia for its operations.

10. SIGNIFICANT EVENT

The outbreak of a novel strain of coronavirus resulted in the global declaration of a pandemic by the World Health Organization. Government measures in place to combat the health threat of the virus have caused material disruption to businesses globally resulting in an economic slowdown. The duration and impact of the outbreak are unknown at this time, as are the efficacy of government and central bank interventions. It is not possible to reliably estimate the length and severity of the measures nor their impact on the future financial results and condition of the Association.

11. PROJECT FUNDING (EXPENSES)

	2021	2020
Caregiver survey funding (note 8)	\$ 13,437	\$ -
Caregiver survey expenses	(13,437)	-
Caregiver Retreats funding	-	2,372
Caregiver Retreats expenses	-	(5,007)
Die-a-logues project funding	-	2,500
Die-a-logues project	-	(2,113)
Palliative Care funding	-	2,917
Palliative Care expenses	-	(2,917)
Transitions in Adult Care funding	-	1,966
Transitions in Adult Care expenses	-	(1,934)
	\$ -	\$ (2,216)

**Caregivers Nova Scotia Association
Operations Budget 2021 - 2022**

	Budget 2021-22
REVENUE	
Provincial Operating grant	\$ 337,000
Provincial Cost of Living Increase grant	
Deferred funding (available to be recognized in 2021-2022)	\$ 30,000
Expansion Bilateral funding	\$ 150,000
Deferred Expansion Bilateral funding 2020-2021	
Memorials and donations	
Federal Restart Grant deferred to 2021-2022	\$ 25,000
Interest and other	
	<u>\$ 542,000</u>
EXPENSES	
Salaries and Mercs	\$ 409,697
Group Benefits	\$ 6,100
Facility	\$ 31,000
Office	\$ 19,000
Advertising, promotion and public relations	\$ 15,000
Professional fees, licenses and dues	\$ 8,000
Meetings	\$ 7,000
Staff development	\$ 4,500
Capital Region	\$ 1,000
Cape Breton Region	\$ 4,000
Eastern HRM	\$ 1,500
Northern & Eastern Mainland Region	\$ 5,000
Valley Region	\$ 4,000
South Shore Region	\$ 2,500
Caregier Survey - Bilateral Funds	\$ -
Supplies and other costs	\$ -
	<u>\$ 518,297</u>
Excess (Deficiency) of Revenue over Expenses	<u>\$ 23,703</u>
Drawdown from Deferred Operations funding	

Budget for Lunenburg Support Group Meetings

Expenses	Monthly	Yearly
Salary	\$61.07	\$732.80
Travel	\$18.46	\$221.52
Rental fees (2 hours)	\$60.00	\$720.00
Refreshments	\$30.00	\$360.00
Printing & Advertising	\$12.00	\$144.00
	\$181.53	\$2,178.32

Notes:

(1) Funding Source: Department of Health and Wellness, Continuing Care Branch (covers employee wages, benefits, office rental, advertising, staff development, meetings, regional budget, etc)

(2) Budget for South Shore Region for Support Groups in Chester, Lunenburg, Bridgewater, and Liverpool \$2,500 (travel, supplies for support group, postage, meal per diems)

THIS LEASE AMENDING AGREEMENT made the ____ day of _____, 2021.

BETWEEN:

TOWN OF LUNENBURG

(herein called the "**Landlord**")

OF THE ONE PART

- and -

NEW VOICE LANGUAGE & TUTORING INC., a body corporate

(herein called the "**Tenant**")

OF THE OTHER PART

WHEREAS:

1. By a lease dated September 27, 2019 (the "Lease"; Schedule A), the Landlord leased to the Tenant the premises (the "Demised Premises") more fully described in the Lease and being a portion of 97 Kaulback Street, Lunenburg, Nova Scotia for a term of three (3) years commencing on September 1, 2019 upon and subject to the terms and conditions set forth in the Lease.
2. The Landlord and the Tenant have agreed to amend the Lease in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and the Tenant hereby agree as follows:

1. The foregoing recitals are true.
2. Effective as of the date written above, the Lease is amended as follows:
 - a. By amending the definition of Premises in Section 1.1(f) to mean Rooms 105 and 104A as depicted on Schedule "B" attached to the Lease;
 - b. All references to Room 206, 206A and 206B and the Basement Storage Area shall be deleted from the Lease; and
 - c. The Tenant shall only be responsible for Gross Rent with respect to Rooms 105 and 104A.
3. This agreement (the "Agreement") shall be read together with the Lease and the parties confirm that, except as modified herein, all covenants and conditions in the Lease remain unchanged, unmodified and in full force and effect.

4. The Tenant represents and warrants that it has the right, full power and authority to agree to amend the Lease as provided in this Agreement.
5. The parties confirm that the Lease is in full force and effect, as modified by this Agreement.
6. Any capitalized word or term not otherwise defined herein shall have the meaning given thereto in the Lease.
7. The Tenant acknowledges and agrees that it is in possession of the Premises, that there are no uncured defaults by the Landlord and that the Landlord has performed all of its obligations as set out in the Lease.
8. This Agreement may be executed and delivered in counterparts and by facsimile transmission or email PDF form and the parties hereto may rely upon all such signatures as though they were original signatures.
9. This Agreement shall enure to the benefit of and be binding upon the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.

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IN WITNESS WHEREOF the Parties hereto have executed These Presents the day and year first above written.

TOWN OF LUNENBURG

Per: _____

Per: _____

Witness

NEW VOICE LANGUAGE & TUTORING INC.

Per: _____

Per: _____

Witness

THIS LEASE made as of the 27 day of September, 2019.

BETWEEN:

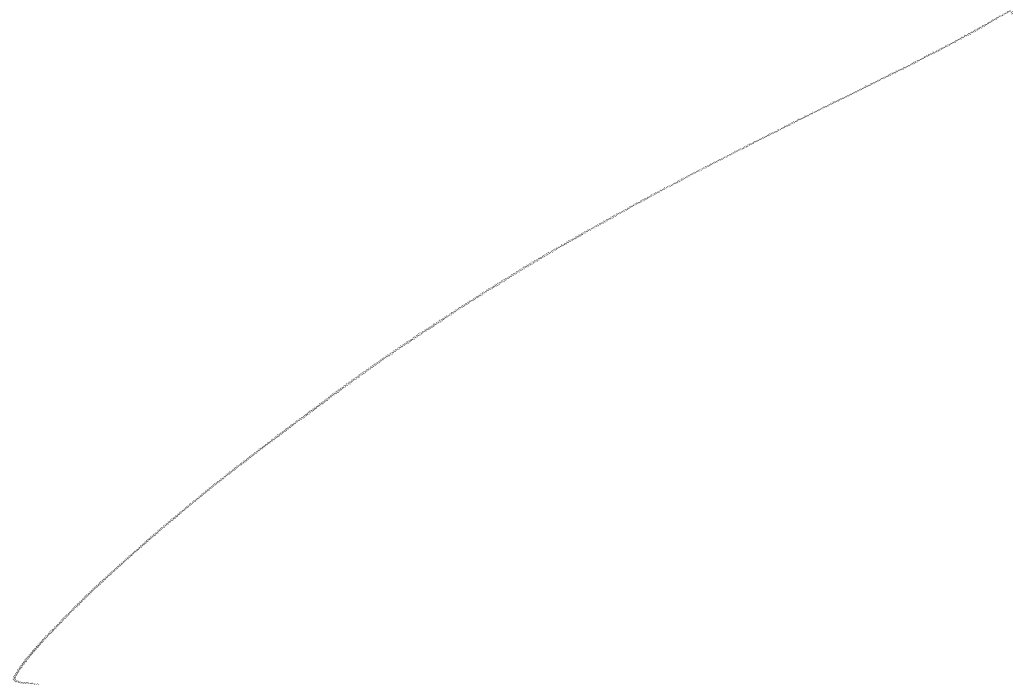
TOWN OF LUNENBURG

(the "Landlord")

AND

NEW VOICE LANGUAGE & TUTORING, a body corporate.

(the "Tenant")



LUNENBURG ACADEMY LEASE
97 Kaulback Street
Lunenburg, Nova Scotia
BOJ 2C0

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SCHEDULE "A" DESCRIPTION OF BUILDING
SCHEDULE "B" DESCRIPTION/PLAN OF PREMISES
SCHEDULE "C" RULES AND REGULATIONS

WHEREAS the Landlord is the owner of the building known as the Lunenburg Academy in Lunenburg and the Tenant wishes to rent a portion of that building.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree and covenant as follows:

Article 1 — Definitions

1.1 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Alterations" has the meaning set out in Section 10.2;
- (b) "Building" means the Lunenburg Academy building, located at 97 Kaulback Street, Lunenburg, Nova Scotia and described in Schedule "A" attached hereto, together with the improvements, fixtures and equipment (whether chattels or fixtures) in such Building (but not including tenants' fixtures, improvements or chattels);
- (c) "Common Areas and Facilities" means all that part of the Building, including improvements, parts of buildings, fixtures and equipment (whether chattels or fixtures), which at any time is not included in premises leased to tenants or intended to be leased to tenants, including, lobbies, hallways, the West facing staircase adjacent to Room 204a, elevators, washrooms, loading areas, parking areas, driveways, landscaped areas, alarms, security, fire prevention and telecommunication services, janitor closets, and electrical closets;
- (d) "Gross Rent" means all sums of money or charges required to be paid under this Lease in relation to the occupation, use and operation of the Premises (except for any tenant renovation costs) including, without limitation, payment of realty taxes, capital taxes, business taxes and charges for water, electricity, heating and other utilities and other charges and the services and supplies referred to in Section 4.2 whether or not the same are designated as "Gross Rent" and shall specifically also include the use of two (2) free assigned parking space for tenant use at the Building; provided, however, that H.S.T. shall be charged in addition to the Gross Rent payable pursuant to Article 4.1 and not be inclusive in the total sum of the Gross Rent payable under the aforementioned Article. Gross Rent does not cover telephone, internet and related charges, which are the responsibility of the Tenant;
- (e) "Lease" means this lease and all the terms, covenants and conditions set out herein (including all schedules), as amended from time to time in accordance with the terms hereof;
- (f) "Premises" means Rooms 105, 206 and the basement storage area, all as depicted on Schedule "B" attached hereto;
- (g) "Property" or "Lunenburg Academy Property" means Lunenburg Academy property represented in Nova Scotia Property Online as PID 60058831;
- (h) "Rules and Regulations" means the rules and regulations as described in Section 9.2;
- (i) "Term" has the meaning set out in Section 2.2 and, where the context requires, shall include any renewal or extension of the Term pursuant to Section 2.3;
- (j) "Transfer" has the meaning set out in Section 12.1;
- (k) "Transferee" means any person or entity to whom a Transfer is or is to be made;
- (l) "Utilities and Services" (or "Utility and Service", as the case may be) includes the supply of water, hot water, heating, electricity, light bulbs, tubes and ballasts, sewage disposal service, and specifically excluding air-conditioning and any other utility or service not

operating in the Premises at the time of the commencement of the Lease and specifically excluding the following: climate control, chilled water, any other janitorial and cleaning services and supplies, exterior and interior window cleaning, internet and telephone.

Article 2 — Lease and Term

2.1 Lease

In consideration of the rents, covenants and agreements hereinafter reserved and contained to be paid, observed and performed by the Tenant, the Landlord demises and leases to the Tenant the Premises to have and to hold the same for and during the Term. The Tenant accepts the lease of the same.

2.2 Term

The term of this Lease shall be (unless renewed or terminated earlier pursuant to the provisions hereof) the period of 3 years commencing on the 1st day of September, 2019 and from thenceforth next ensuing and to be fully completed and ended on August 31, 2022.

2.3 Option to Renew

The Tenant shall have the option to renew the Lease of the Premises for three further terms of one year each on the same terms and conditions as set out in this Lease **except** that the rental for the first year of the renewal term (if the option is exercised) shall be increased from the amount in the last year of the existing lease by the percentage increase in the Consumer Price Index for Nova Scotia for the year 2020 and the rental for the second option year (if the option is exercised) shall be increased from the amount in the first year of the renewal lease by the percentage increase in the Consumer Price Index for Nova Scotia for the year 2021, and the rental for the third option year, if the option is exercised, shall be increased from the amount in the second option year by the percentage increase in the Consumer Price Index for Nova Scotia for the year 2022. For clarification, all percentage increases shall be cumulative and compounded annually; **and provided nevertheless** that notwithstanding the foregoing:

- (a) that the Tenant may only exercise this option to renew by giving at least 6 months written notice to the Landlord prior to the end of this lease or six (6) months notice prior to the end of the immediately preceding renewal term, as the case may be, that it is exercising the option to renew;
- (b) that the option to renew shall not include any further option to renew except as otherwise set out herein; and
- (c) that the option to renew shall cease to have effect if the lease is terminated otherwise pursuant to the terms of this lease.

2.4 No Right to Early Termination

Neither party shall have the option, upon notice, for early termination of the lease; provided that this clause shall not restrict a party's right to terminate pursuant to the expressed terms of this lease including, without limiting the foregoing, the right to terminate if there is a breach of the terms of the lease by the other party which would entitle a party to early termination pursuant to the terms of this lease.

Article 3 — Payment of Rent

3.1 Rent

The Rent shall be payable, unless otherwise provided herein, in equal monthly instalments in advance on the first day of each and every month during the Term. If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of 18% per annum (calculated monthly at the rate of 1.5%) and such interest shall be calculated from the time the Rent becomes due until paid by the Tenant.

3.2 Payment of Rent

The Tenant agrees to make all payments of Rent as they become due by electronic funds transfer to the Landlord.

3.3 No Deposit

The Tenant shall not be required to pay a Security Deposit.

Article 4 — Gross Rent

4.1 Gross Rent

The Landlord reserves and the Tenant covenants and agrees to pay to the Landlord as rent in lawful money of Canada the Gross Rent in the amount as follows:

	Square Footage	Year One \$1.20/Sq Foot Price Per Annum Plus HST	Year One \$1.20/Sq Foot Price Per Month Plus HST
Room 105	728	\$10,483.20	\$873.60
Room 104A	210	3,024.00	252.00
Room 206	860	12,384.00	1,032.00
Room 206A	123	1,771.20	147.60
Room 206 B	103	1,483.20	123.60
		\$29,145.60	\$2,428.80

	Square Footage	Year Two and Three \$1.79/Sq Foot Price Per Annum Plus HST	Year Two and Three \$1.79/Sq Foot Price Per Month Plus HST
Room 105	728	\$15,637.44	\$1,303.12
Room 104A	210	4,510.80	375.90
Room 206	860	18,472.80	1,539.40
Room 206A	123	2,642.04	220.17
Room 206 B	103	2,212.44	184.37
		\$43,475.52	\$3,622.96

	Square Footage	Per Annum \$0.50/Sq Foot Plus HST	Per Month \$0.50/Square Foot Plus HST
**Basement	832	\$4,992.00	\$416.00

**Approximately 3 month rental. This may be a smaller square footage area depending on short term storage needs.

Gross Rent shall be payable in monthly instalments in advance on the first day of each and every month during the Term; provided that notwithstanding the foregoing, commencing on each anniversary date of the commencement date of the Term, the rent shall increase by the percentage increase in the Consumer Price Index (CPI) for Nova Scotia for the preceding year.

4.2 Janitorial Services

The Tenant shall be responsible for carrying out its own janitorial services at its sole cost and expense.

Article 5 — Damage to Premises

5.1.1 Damage to Premises

If the Premises shall, at any time, be wholly or partially destroyed or damaged, as a result of calamity, force majeure, environmental risk or any other cause (including, without limiting the foregoing, fire or water), the following provisions shall apply:

- (a) if the Premises are not rendered unfit for the Tenant's use by such damage, then Rent shall not abate and the Landlord shall promptly repair the Premises;
- (b) if the Landlord determines that the Premises and access thereto are rendered unfit for occupancy or it is impossible or unsafe to use and occupy it, and if, in either event, the damage, notice of which is to be given to the Tenant in writing within thirty (30) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage or destruction, the Landlord may terminate this Lease by giving notice in writing to the Tenant. Should the Landlord terminate this Lease as hereinbefore provided, the Term demised shall cease and be at an end as of the date of such termination (or at the date of such destruction or damage if the Premises could not be used as a result), and the rents and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to such date
- (c) whenever Section 4.2(b) applies, and the Landlord has not elected to terminate this Lease, the Landlord shall commence diligently to reconstruct, rebuild or repair the Premises. In performing any reconstruction or repair, the Landlord may effect changes in the building, equipment or systems of the Premises or minor changes in the location or area of the Premises;
- (d) whenever Section 4.2(b) applies, and the Landlord has not elected to terminate this Lease, the Landlord shall give the Tenant written notice when the Landlord's reconstruction, rebuilding or repair of the Premises have been completed to the extent that the Tenant can have access thereto or that no Landlord's reconstruction, rebuilding or repair is required. Gross Rent shall recommence on the date of delivery of such notice.

5.1.2 Decision of Architect or Engineer

Any decisions regarding the extent to which the Premises or any portion of the Premises has become unfit for use shall be made by an independent qualified architect or professional engineer appointed by the Landlord and approved by the Tenant (acting reasonably) or at the discretion of the Landlord, by the Town Engineer, whose decision shall be final and binding on the parties.

Article 6 — Utilities and Services

6.1 Charges for Utilities and Services

The Landlord covenants and agrees to supply Utilities and Services [as defined in 1.1(l)] to the Premises and shall be responsible for maintaining, operating, repairing and replacing the system or systems necessary for supplying the Utilities and Services for the Premises.

6.2 Overloading of Utilities and Services

- (1) The Tenant shall immediately advise the Landlord of any installations, appliances or machines used by the Tenant that are not equipment or resources that are typically found in similar premises in Lunenburg County and the Landlord shall supply such excess Utilities and Services

required as a result thereof if the Landlord determines, in its sole discretion, that the provision of such excess Utilities and Services:

- (a) is within the capacity of the Building systems;
 - (b) would not affect the operation, aesthetics or structure of the Building;
 - (c) would not reduce the efficiency of the existing services supplied to other tenants or parts of the Building; and
 - (d) is otherwise feasible.
- (2) The Tenant shall pay in advance to the Landlord all costs, both non-recurring and recurring, of providing all such excess Utilities and Services. Such cost shall be determined by the Landlord in a reasonable manner, which may, but not necessarily, include installation (if none already exist), at the Landlord's expense, of separate meters or other measuring devices in the Premises or elsewhere.

6.3 Interruption of Utilities and Services

- (1) In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, students or guests, or to the Premises, or to any property of the Tenant or anyone else, or for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind caused by or arising from any interruption or failure in the supply of any Utilities or Services to the Premises.
- (2) Notwithstanding the foregoing, in the event that the Tenant, through no fault or negligence of its own, or those for whom it is responsible, is unable to carry-on business for six consecutive business days as a result of the interruption or failure in the supply of any Utilities or Services to the Premises, which the Landlord is obliged to provide, then rent shall abate at the rate of \$60.00 per diem until such time as the provision of Utilities or Services resumes.

6.4 Interior Heating

The Landlord shall maintain in the Premises at a reasonable temperature for normal occupancy of a building of similar style and age during business hours as determined by the Landlord (which hours shall be, until changed by the Landlord by notice in writing to the Tenant, 8:30 a.m. to 5:00 p.m. from Monday to Friday (except holidays)). The Landlord shall not be liable for any inadequacy in performance of the interior heating system that falls materially outside of the reasonable temperature for normal occupancy of a building of a similar style and age resulting from reasonable repairs and servicing from time to time. Landlord may, and at the written request of the Tenant shall, make any changes which are reasonably necessary and feasible to improve or alter the system so as to compensate for any use of the Premises by the Tenant not in accordance with the foregoing standards, all at the Tenant's cost and expense.

6.5 No Portable Heaters

The Tenant shall in no instance use portable heaters.

6.6 Air Conditioning

The Tenant shall in no instance use air conditioners at the premises without specific written permission of the Landlord, which may be arbitrarily denied.

Article 7 — Quiet Enjoyment

7.1 Quiet Enjoyment

The Landlord covenants with the Tenant that if the Tenant pays the Rent and performs its covenants and obligations herein contained, the Tenant shall and may peaceably possess and enjoy the Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under it, save as herein provided.

PROVIDED THAT notwithstanding the foregoing, there will be interior and exterior renovations conducted by the Town of Lunenburg (and/or a third party on its behalf) during the term of the Lease and it is acknowledged and agreed that any disruptions or interference of the Tenant's use of the premises and common areas during this term due to the renovations shall not justify termination of the Lease or any reduction in rent or any damages or remedy of any nature. Specifically, the Tenant acknowledges that the Landlord shall be carrying out renovations to the front (east) façade which will cause some level of noise and covering of windows during the first year of the term.

ALSO PROVIDED that it is understood that the Lunenburg Academy of Music Performance (LAMP) operates in the building and it is hereby agreed that music or other noises created by LAMP shall not constitute an interruption or disturbance of the peaceable possession and enjoyment of the Tenant's premises.

Article 8 — Common Areas and Facilities

8.1 Use of Common Areas and Facilities

- (1) Subject to and in accordance with this Lease and the Rules and Regulations, the Tenant shall have a non-exclusive right to the use of only such part of the Common Areas and Facilities on the 1st and 2nd Floor of the Building, including those which provide access by the most direct route to the 2nd Floor from the West side stairway (adjacent to Room 204a) and in the case of an emergency to such of the Common Areas and Facilities as may be necessary for the purposes of exiting the building. The tenant will have non-exclusive right to use only such parts of the common areas and facilities as approved by the landlord, acting reasonably, with the preferred access doors being the east front entrance together with the south side entrance all as depicted on the plans attached hereto.

The Tenant shall be entitled to the non-exclusive use of the west stairwell adjacent to Room 204a. On days that the Tenant is using the Premises, the Tenant shall be responsible for unlocking the exterior west stairwell door adjacent to Room 204a when they enter in the morning and locking the exterior door at the end of the day.

The Tenant acknowledges that there are times when all three floors of the building are open to the public and accordingly the Tenant shall be responsible to ensure that its premises are secure at all times.

The Tenant shall have the use of two (2) reserved parking spaces at the Academy located on the west and/or north side of the Building to be assigned by the Landlord. The use of all other parking spaces is at the discretion of the Landlord.

- (2) The regulation and management of the Common Areas and Facilities (including the washrooms) shall be under the exclusive control of the Landlord.

8.2 Tenant not to Interfere

The Tenant shall not, without the written permission of the Landlord, at its sole discretion, keep or display any merchandise, sign or other thing on or about, or solicit or conduct business on, or obstruct any of the Common Areas and Facilities.

8.3 Interruption and Alteration of Common Areas and Facilities

The Landlord may, from time to time, effect changes, alterations, enclosures, expansions, reductions, replacements or repairs to all or any part of the Common Areas and Facilities (including the washrooms) and other parts of the Building, and also conduct renovations on all floors of the building. In so doing, the Landlord shall not disturb the operation of the Tenant's business any more than is reasonably necessary in

the circumstances, but shall not be liable for any damages whether direct, indirect or consequential to any person or property in respect of any temporary interference with or denial of access during the performance of such work, or in any other way in respect of the performance of such work, or for failure to perform such work, or for any interference with the business of the Tenant, while any portion of the Common Areas and Facilities (including the washrooms) is in need of repair, inoperable or otherwise not in its normal operating condition, or while any portion of the building is undergoing the foregoing renovations. In no event shall there be a reduction or elimination of rent notwithstanding any disturbance to the operation of the Tenant's business.

8.4 Use of Shared Kitchen

Not applicable.

8.5 Tenants Work

The Tenant may reconfigure the premises to a smaller classroom space inside of each of the two (2) larger classrooms all in accordance with this Lease.

Article 9 — Use of Premises

9.1 Use of Premises

The Tenant shall use the Premises solely for the purposes of an English as a second language school and uses and ancillary thereto.

If there is any personal property of the Landlord in the premises (such as furniture), the Landlord may allow the use thereof by the Tenant during the term of the lease, but it shall remain the property of the Landlord and shall be left in the premises upon the termination of the lease (and in the same condition as at the start of the lease, subject to wear and tear), and provided nevertheless that the Landlord may remove this personal property from the premises at any time during the term of the lease and the Tenant shall have no claim in relation thereto.

Neither the Tenant (nor the pre-primary students nor other persons for whom the Tenant is responsible) shall use the playground equipment at the Lunenburg Academy site. The Tenant and the pre-primary students and staff shall be allowed to use the lawn area on the north side of the building on a non-exclusive basis, at the sole risk of the Tenant and on the understanding that the only maintenance provided will be mowing at least once a month during months of the year when it is required.

Article 10 — Tenant's Behaviour

10.1 Nuisance

Neither the Tenant, nor any one for whom it is responsible, shall do nor suffer any waste, damage, disfiguration or injury to the Premises or the Common Areas and Facilities (including the washrooms) or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business or other purpose, and shall not cause or permit any nuisance in, at, or on the Premises.

The parties acknowledge that there are other tenants in the Lunenburg Academy. Accordingly, the Tenant will use all reasonable and best efforts to ensure that the use of the Premises (including, without limiting the foregoing, the foot traffic generated by its use of the Premises) is such that it will not disrupt or disturb the other tenants in the Building.

10.2 Rules and Regulations

The Rules and Regulations contained in Schedule "C" shall form a part of this Lease and the remedies available to the Landlord for enforcement thereof shall be the same as for enforcement of any other provision of this Lease. The Landlord may, from time to time, in its sole discretion, promulgate additional reasonable Rules and Regulations, which shall, as soon as the Tenant is given notice of them, have full force and effect as if originally embodied in this Lease. Any such additional Rules and Regulations may

effect alterations to existing Rules and Regulations and may deal with the matters dealt with in the Rules and Regulations contained in Schedule "C" and any other matters of a similar or dissimilar nature as the Landlord deems advisable, but additional Rules and Regulations may not conflict with any specific provisions of this Lease. The Landlord shall be under no obligation to enforce the Rules and Regulations against the Tenant, or against any other tenant of the Building or any other person, and shall be under no liability for failure to enforce the Rules and Regulations.

10.3 Environmental Obligations

- (1) Without limiting the generality of the obligations of the Landlord as set out elsewhere in this Lease, the Landlord and Tenant agree that the Tenant is subject to the obligations of the Tenant set out in this Section (the "Environmental Obligations").

In this section:

- (i) "Hazardous Substance" means any product of waste, contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive, radioactive material, chlorofluorocarbons (CFC's), radon gas, urea formaldehyde foam insulation, asbestos, PCBs, gasoline, fuel oil, and any other substances or materials, and includes any Container (as hereinafter defined), declared or defined, at any time and from time to time, to be or to potentially be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial, municipal or quasi-governmental law, statute, regulation, order, bylaw or requirement in force from time to time (collectively, in this Section, 'Legislation') including, without limitation, environmental, land use, building, occupational, or health and safety Legislation, Legislation in respect to demolition of buildings, excavation of soil, building materials and component fixtures and fittings, and storage and disposal of waste or effluent, and Legislation with respect to the maintenance, conversion and replacement of Containers; and
- (ii) "Container" means any equipment, plant, pump, tank, container, receptacle, and any manner, method or procedure, which generates, manufactures, refines, treats, transports, stores, contains, uses, handles, disposes of, transfers, produces or processes Hazardous Substances; and
- (iii) "Remove" means to remove any Hazardous Substance from all or part of the Premises, Common Areas and Facilities and includes, without limitation, the removal, cleanup, treatment, transportation, storing, containment, handling, disposal, transfer and/or processing thereof, and "Removed" and "Removals" have similar meanings.

The Tenant shall not use or permit or suffer the use, directly or indirectly, of all or part of the Premises for any acts or omissions ("Activities") that are not in compliance with all Legislation and permits granted thereunder. It shall be the responsibility of the Tenant to obtain all permits necessary for the use of any Hazardous Substances on the Premises.

- (2) Notwithstanding the foregoing, the Tenant shall not cause or allow any hazardous or toxic waste or substances to be used, generated, stored or disposed of on, under or about, or transported to or from, the premises. The Tenant covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with all environmental laws, including those of any federal, provincial and municipal government or other body relating to pollution or the protection of human health or the environment dealing with filings, registrations, emissions, discharges, releases or threatened releases of hazardous substances or materials containing hazardous substances, and hazardous substances shall include, but not be restricted to, any substance capable

of posing a risk or damage to health, safety, property or the environment, and any substance from material now or hereafter declared, defined, or deemed to be regulated or controlled under any environmental law. In the event that the Landlord determines that the Tenant is in breach of its obligations in this article, the Landlord may without limiting any other rights or remedies, provide the Tenant with notice of breach and the Tenant shall commence to rectify such breach at the Tenant's sole cost and expense, and shall complete such rectification as soon as reasonably possible. If the Tenant creates or brings to the premises or other part of the Building any hazardous substance, it shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding a degree of affixation to the premises or Building; and notwithstanding the expiry of the lease, the Tenant agrees to indemnify and save harmless the Landlord, its successors and assigns from and against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses (including without limitation reasonable costs of professional advisors, consultants and experts and costs of remediation and clean-up) arising in any manner whatsoever out of any breach by the Tenant of this article, or any non-compliance by the Tenant of any environmental laws. This obligation shall survive the expiration or earlier termination of this lease.

PROVIDED nevertheless that it is understood that the Tenant will be using certain substances which are ordinarily used in an office environment including without limiting the foregoing photocopy toner and some cleaning products in common use in their work place - The Tenant will store, keep and use any such substances in strict compliance with all environmental laws and occupational health and safety laws and shall otherwise be bound by this Article 9.3 with respect to such substances.

(3) **ADDITIONAL CLAUSE REGARDING ENVIRONMENTAL MATTERS AND AIR QUALITY**

In consideration of the sum of \$5.00 paid by the Landlord to the Tenant, receipt whereof is hereby conclusively acknowledged:

A. No Representation or Warranty

- (i) The Landlord makes no warranty, representation or covenant with the Tenant that the Landlord is maintaining and at all times has maintained the building or property at 97 Kaulback Street, Lunenburg, N.S. (collectively referred to as the "Property") in accordance with and in compliance with all applicable requirements of federal, provincial, municipal, and local environmental, public health, and safety laws, occupational health and safety laws, regulations, orders, permits, licenses, approvals, ordinances, policies, guidelines, the Environment Act, S.N.S. 1994-95. c 1, as amended, standards and directives including without limitation all applicable requirements with respect to the ambient air quality of the Property or the quality of any materials or substances at the Property (hereinafter collectively referred to as the "Environmental Obligations"). Without limiting the foregoing, the Landlord makes no representations as to air quality within the premises. The Landlord makes no representations that there are no hazardous or dangerous substances in or about the premises and makes no representations as to air or material or substances quality in or about the premises. If an issue is raised by the Tenant with respect to air or materials or substances quality in or about the premises or hazardous or dangerous substances (not brought to the site by the Tenant) either of the parties may terminate the Lease upon 30 days written notice. This clause does not restrict the Landlord with respect to any remedies under Article 9.3 of this Lease.

B. Tenant's Investigations

- (ii) The Tenant shall and does hereby acknowledge, represent and warrant to the Landlord, which representation, warranty and acknowledgement shall survive the closing that:
- (a) that Landlord has afforded the Tenant the opportunity to conduct whatever inspections and investigations it deems advisable with respect to the Property, including without limitation, physical inspections, environmental inspections, air quality tests, soil and subsurface tests; investigations regarding any substances in or about the Property; and other investigations that it deems necessary.
 - (b) The Tenant has, to its complete satisfaction, conducted all investigations, inspections, searches and test with respect to the Property that it has deemed necessary in its interest and has determined to lease the Property solely on the basis of such investigations, inspections, searches and tests; and
 - (c) the Landlord has not made, does not make, and shall not be required to make or provide any warranty, representation or covenants and has and shall have no obligation, explicit or implied, to inform or advise the Tenant, with respect to any matters relating to the Property, including, without limitation, the fitness or suitability of the Lands for the uses intended by the Tenant or potential or existing environmental liabilities in relation to the Property, latent or otherwise (whether known or not), or with respect to the quality or condition of the Property, and the Landlord shall have no liability or obligation with respect to the value, state or condition of the Property, any deficiencies therein or repairs, replacements or other work required with respect thereto (environmental, structural or otherwise).

C. Indemnity

- (iii) The Tenant hereby releases and agrees to indemnify, defend and hold harmless the Landlord, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns, to the fullest extent permitted by law, from and against any and all claims, causes of action, or demands, in law or in equity, including but not limited to, all lien claims, administrative claims, claims for injunctive relief, claims of property damage, natural resources damages, nuisance claims, bodily injury (and/or death) claims, emotional distress claims, punitive damages, environmental response and cleanup costs, fines, penalties and expenses (including without limitation, counsel fees, legal fees on a solicitor and client basis, party and party costs, consultant fees and expert fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities), which may be sustained, suffered or incurred by the Landlord, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns and that arise out of or relate in any way to the Property, (and by whomsoever made, including without limiting the foregoing, by employees, licensees, or invitees of the Tenant) including, without limitation:
- (a) any breach of Environmental Obligations;
 - (b) the release of any hazardous substances or contaminants or the presence of any hazardous substances or contaminants affecting the Property, including any loss of value of the Property to the Tenant (or affecting the health of any employee, licensee, or invitee or any other person) as a result of any of the foregoing;
 - (c) any costs or removal or remedial action incurred by any authority having jurisdiction;
 - (d) any matter relating to the air quality of the Property; or
 - (e) any other environmental matter affecting the leased premises or the Property or the Tenant (or affecting the health of any employee, or licensee or invitee or any other person) within the jurisdiction of any lawful authority whether federal, provincial, municipal or otherwise.
- (iv) The foregoing indemnity shall survive the termination of the Lease.

D. Allocation of Liability

- (v) Except as otherwise provided herein, the Tenant shall be solely liable and shall indemnify, defend and hold harmless the Landlord from all obligations, claims and liabilities, whether asserted or unasserted, known or unknown, which in any manner result from or apply or relate to the Premises and all present and past uses thereof and operations and activities thereon of any person or entity, including the Landlord.
 - (vi) In particular, but not by way of limitation, the Tenant shall be solely liable and assume full responsibility for all obligations relative to environmental sampling, monitoring, reclamation, remedial activities, stabilization and maintenance of the Premises (and any other part of the Building for which it has a liability or responsibility under this Clause 9.3) as now or hereafter required by all federal, provincial or local regulatory agencies or authorities, and shall comply with all terms, conditions and requirements of any and all governmental permits, licenses, consents, approvals and authorizations transferred to the Tenant from Landlord or hereafter granted to the Tenant with regard to the Premises.
- (4) The provisions set out in this Clause 9.3 shall survive the expiration or earlier termination of the Term of this Lease.
 - (5) Notwithstanding the generality of this Section 9.3, including the indemnities therein, in no circumstance shall the Tenant be responsible for any hazardous substances, Environmental Obligations, any costs of removal or remedial action, or any other environmental matter affecting the Premises or the Property or the Landlord which arose prior to the Tenant taking possession of the Premises.

10.4 Recycling

- (1) The Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, by-laws, orders, and regulations of all provincial, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse, and trash shall be placed in separate receptacles reasonably approved by the Landlord at such location at or near the Building as may be designated by the Landlord. Such separate receptacles may, at the Landlord's option, be removed from the Premises in accordance with a collection schedule prescribed by law. Also, at the Landlord's option, the Landlord may sort and separate all waste products, garbage, refuse and trash and charge the Tenant all costs involved in such recycling.

10.5 Signs and Exterior Installations

- (1) The Tenant shall be entitled to one (1) identification sign at or near the entrance to the Building, subject to the prior written approval of the Landlord as to design, size and location, and to be installed at the Tenant's expense and in accordance with any uniform pattern of signs which may be adopted by the Landlord. The Landlord reserves the right to attend to such installation and bill the Tenant therefor. The Tenant shall, in respect of such sign, comply with all by-law requirements of the Town of Lunenburg.
- (2) The Tenant shall not, without the prior written consent of the Landlord, erect, install or maintain any sign, lettering, placard or any other advertising material of whatsoever nature or size, painted on, posted on or otherwise affixed to the exterior of the Building or the exterior of the Premises,

or within the Common Areas and Facilities, or affixed to either side of any glass on the windows or doors of the Premises.

- (3) Interior and exterior directory signs shall be in accordance with the standard and design developed by the Town. Any such sign shall be procured by the Town and the Tenant shall reimburse the Town for the cost thereof, in the same manner as (and as additional) rent, and shall be added to the next monthly rental.

10.6 Tenant Responsibility

Notwithstanding any requirement for insurance in this Lease:

The Tenant shall be legally responsible for the actions and omissions of all persons using the Premises and the Building and the Property at 97 Kaulback Street through or under (or at the invitation of) the Tenant [including, without limiting the foregoing, Pre-Primary students, employees, guests, invitees and parents of students with the intent that an act or omission of any of them shall be, by virtue of this clause, treated as if it were the act or omission of the Tenant.

This clause shall be in addition to, and not in substitution for, any remedies the Landlord may have against the other persons referred to herein.

Article 11 — Maintenance, Repairs, Alterations

11.1 Tenant's Maintenance and Repair

- (1) The Tenant shall, at all times and at its own expense, keep the Premises (including, without limitation, the plate glass in the windows and doors) and its contents, in a good and reasonable state of repair consistent with the general standards applicable to public buildings which are historically significant, [but shall not be responsible for any items that are within the Landlord's obligations pursuant to Article 10.1(2) or (3)], in a neat and tidy condition, painted and decorated. The Tenant recognizes that the Premises are in a heritage building which is historically significant and that it will be sensitive thereto.
- (2) The Landlord shall, at its own expense, make all reasonably needed repairs and replacements to the Premises and the Building arising from structural defects or weaknesses and all exterior repairs to the Building, and shall perform all such repairs and replacements with due diligence.
- (3) The Landlord shall be responsible, at its own expense, for any required replacement and for any required major capital repairs to all service and utility lines serving the Premises and to all heating, ventilation equipment that existed at the beginning of the Term, provided that all service and utility lines related thereto and any heating apparatus installed in the washroom constructed in Room 204b shall be the sole responsibility of the Tenant.

11.2 Alterations by Tenant

The Tenant acknowledges that the Building is a historical property and therefore the Tenant may not install leasehold improvements, alter existing leasehold improvements nor alter the Premises in any way (the "Alterations"), save and except for minor alterations which do not affect the structure, exterior walls, windows, roof or any of the Building systems or the aesthetics of the Premises, without the express prior written approval of the Landlord, which shall be at the Landlord's sole and absolute discretion and may be arbitrarily withheld. The Landlord confirms that the Tenant is entitled to construct a washroom to service the Premises in Room 204b. Notwithstanding anything to the contrary in this Lease, the Tenant shall not be obligated to remove or restore the washroom at the end of the Term.

All work done by the Tenant requires compliance with all Federal, Provincial and Municipal legislation, regulations and by-laws (and without limiting the foregoing, the Tenant shall obtain a Development Permit, Building Permit, and any other Permits, when required).

It is agreed that the Landlord has no obligation to make any interior renovations, and the Tenant shall be solely responsible for the fit up of the Premises.

11.3 Construction Liens

If any builder's lien or similar lien is filed or registered against the Leased Premises at any time as a result of the Tenant or any persons, individuals or corporation, claiming through, under or by virtue of the Tenant, the Tenant shall procure its discharge within thirty (30) days after the lien has come to the notice of the Tenant, provided however, that if the Tenant desires to contest in good faith the amount or validity of the lien and shall have so notified the Landlord, and if the Tenant shall have paid into Court to the credit of any lien action the amount required to have the lien discharged plus costs if required, then the Tenant may defer payment of such lien claim for a period of time sufficient to enable the Tenant to contest the claim with due diligence, provided always that neither the Leased Premises nor the Tenant's leasehold interest therein shall thereby become liable to forfeiture or sale. The Landlord may, in its sole discretion, if the Tenant has failed to do so within such thirty (30) day period, pay into Court the amount required to discharge any lien filed or registered at any time against the Leased Premises and any amount paid by the Landlord in so doing together with all reasonable costs and expenses of the Landlord, including its legal costs on a solicitor-client basis, shall be paid to the Landlord by the Tenant forthwith upon demand.

11.4 Entry

The Landlord and persons authorized by it may enter the Premises at all reasonable times to examine the condition thereof. The Landlord and persons authorized by it may enter the Premises at all reasonable times, and at any time in case of emergency, for the purpose of effecting changes, repairs or alterations to any of the fixtures, equipment or systems contained in the Premises or adjacent thereto, or for the purpose of access to other parts of the Building, and may install fixtures, equipment and systems in the Premises for service to the Premises or other parts of the Building. [In addition, the Landlord and its employees, workmen and independent contractors, shall have access at all times without notice throughout the common areas to the attic and the roof. (Without restricting the generality of this right, this shall include but not be restricted to access for repairs, maintenance, servicing and/or operation of the paging and power system.)] In so doing, the Landlord shall interfere as little as possible with the Premises and the business of the Tenant, but shall not be liable to the Tenant with respect to any interference.

Without restricting the foregoing, the Landlord and persons authorized by it are authorized to do major renovations on the Building and/or the Premises during the Term and the Landlord shall not be liable to the Tenant or any third party for any interruptions to or disruption of the use of the Premises by the Tenant or third party.

AND FURTHER PROVIDED THAT if the Tenant and Landlord have not agreed to a new (or renewal of) Lease six months prior to the end of the Term or renewal period, as the case may be, the Landlord shall be entitled at any time upon reasonable prior notice to enter on the premises during normal business hours for the purpose of exhibiting same to prospective Tenants.

11.5 Landlord's Repairs

The Landlord shall make repairs to the structural elements of the Building, consisting of the foundations, exterior walls, structural floor, columns and bearing walls supporting or surrounding the Premises as, in the sole opinion of the Landlord, shall be required. The Landlord shall also service and repair the elevator. The Landlord shall effect any repairs for which it is responsible expeditiously in the circumstances, but shall not be liable for any damages, whether direct, indirect or consequential, to any person or property in respect of any non-repair or for failure to carry out repairs.

There shall be no abatement of Rent pending completion of or during the performance of repairs, (or during the renovations as referred to herein).

11.6 Notice of Damage

The Tenant shall endeavor to notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building as soon as the Tenant becomes aware thereof, regardless of whether or not the Landlord has any obligation to repair such damage.

11.7 Damage to Building

Notwithstanding any other clause of this Lease, if the Building, (including the lands on which the Building is situated) or any part thereof becomes damaged through the negligence, carelessness or misuse of the Tenant, its employees or agents, Pre-Primary students, licensors, guests or invitees, the Tenant shall be responsible for rectifying such damage, which rectification shall be performed by the Landlord at the cost and expense of the Tenant.

Article 12 — Insurance and Liability**12.1 Tenant's Insurance**

- (i) General Liability Insurance - The Tenant will procure and maintain in full force throughout the term of the Lease or any renewal thereof, commercial general liability insurance with insurance companies acceptable to the Landlord protecting the Landlord and the Tenant against liability for bodily injury and death and for damage to and/or destruction of property by reason of any occurrence or accident in, or about the leased premises and Property, with liability coverage in an amount not less than Ten Million Dollars (\$10,000,000.00) (and such higher limits as the Landlord may reasonably require from time to time). The Landlord shall be added as an additional insured on the policy.
- (ii) Tenant's Legal Liability Insurance – The Tenant will procure and maintain through the term of this Lease or any renewal thereof, legal liability insurance with a limit of not less than Five Million Dollars (\$5,000,000.00).
- (iii) Subrogation – The Tenant shall have no claim against the Landlord's insurance for any damage the Tenant may suffer, and the Tenant shall require the insurers under the insurance in subsection (A) and (B) above to waive any rights of subrogation by the respective insurers against the Landlord, its officers, councilors, mayor, agents and employees. All such policies shall also contain a severability of interest clause, a cross-liability clause, and shall be primary and not call into contribution any other insurance available to the Landlord or any mortgagee of the Tenant.
- (iv) Evidence of Insurance – The Tenant shall annually provide to the Landlord a Certificate of Insurance demonstrating that such insurance has been obtained and maintained, as herein provided and such insurances shall not be subject to cancellation or amendment except after at least thirty days prior written notice to the Landlord. All policies of the Tenant shall contain a term that the insurer will endeavor to give to the Landlord 30 days' notice of intent to cancel or amend. If the Tenant fails to comply with the requirements hereof to obtain or maintain insurance, the Landlord may, but is not required to, obtain such insurance and keep the same in effect and the Tenant shall pay to the Landlord the premium cost thereof as additional rent upon demand therefor. If the Landlord fails to obtain such insurance, the Tenant shall not have any claim or action against the Landlord for failing to obtain such insurance. Furthermore and notwithstanding the foregoing, if the Tenant fails to obtain such insurance after the expiration of ten days after notice of default by the Landlord in writing, then the Lease shall, at the option of the Landlord, forthwith be forfeited and determined.

- (v) Premiums and Notification – The Landlord shall not be responsible for the payment of any premiums with respect to any such insurance and shall not be responsible for notifying the insurer of the Tenant of any occurrence of accident in or around the leased premises.
- (vi) The Tenant agrees to pay any increased premiums, costs, charges or rates assessed for commercial broad form property insurance of the Landlord which are attributable to or in any way arise out of the occupancy of the Premises by the Tenant, and further agrees to indemnify the Landlord from any such premiums, costs, charges or rates, and the Landlord may collect the same if unpaid as additional rent.

12.2 Compliance with Landlord's Insurance

The Tenant agrees that it and its employees, agents and invitees shall not keep, use, sell or offer for sale in or on the Premises any article or substance which may be prohibited by the insurance policies of the Landlord covering the Building, or do or omit, or permit to be done or omitted, anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy of the Landlord. In the event any increase in premiums is caused by any breach of the foregoing or by any other activity of the Tenant, its employees, agents, Pre-Primary students, guests or licensees, or invitees outside of the use permitted under this Lease, the Tenant shall pay such increase to the Landlord forthwith on demand. If any insurance policy is cancelled or the coverage reduced or a threat of cancellation or reduction of coverage is made by reason of anything arising out of the use and occupation of the Premises (except the permitted use), whether or not the first sentence of this Section has been complied with, and if the Tenant fails to forthwith remedy the condition giving rise to such cancellation, reduction or threat, on notice thereof by the Landlord, the Landlord may enter the Premises and remedy the condition at the sole cost and expense of the Tenant, and in addition or in the alternative, the Landlord may exercise any other remedies provided in this Lease or by law for default by the Tenant without further notice, any other provision in this Lease notwithstanding.

12.3 Indemnity

The Tenant shall indemnify and save harmless the Landlord against any and all claims, actions, causes of action, damages, demands for damages, losses, costs and other liabilities and expenses [including, without limitation, those in connection with bodily injury [including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomfort or damage to (or loss of or destruction of) property (including the Landlord's property) and legal fees on a solicitor and client basis] due to or arising from or out of any occurrence in, on or at the Premises, Common Areas or Facilities or Property occasioned or caused wholly or in part by any act or omission (whether negligent or not) of the Tenant or any person for whom in law it is responsible [or any licensee, invitee (including, without limiting the foregoing, Pre-Primary Student, parent, or other person in charge of or visiting, or there in connection with or picking up or dropping off a Pre-Primary student or there in connection with the program or the Tenant), or guest or anyone attending at the Lunenburg Academy property related to the Tenant's use of (or lease of) the Premises); except only to the extent that it is caused by the negligence or willful act of the Landlord or any person for whom the Landlord is in law responsible.

12.4 Landlord Not Liable

Notwithstanding anything else contained in this Lease, in no event, whether or not the result of the wilful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:

- (a) damage to property of the Tenant or others located on the Premises or in the Building;
- (b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Building or

- from the water, steam or drainage pipes or plumbing works of the Building or from any other place or quarter; or
- (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
 - (d) any indirect or consequential damages suffered by the Tenant (or any other person).

12.5 Landlord's Insurance

The Landlord shall, throughout the Term, maintain insurance on the Building, and the machinery, boilers, pressure vessels and equipment contained therein (other than insurance on any property which the Tenant is obliged to insure under the provisions of Section 11.1 and other than any insurance which other tenants are obliged to maintain under the provisions of their leases) against damage by fire, explosion, rupture and such other perils and in such amounts and with such insurers as the Landlord may, in its sole discretion, determine. The Landlord shall carry liability insurance for injury, death and property damage in such amounts as it deems prudent. The Tenant shall not be an insured under the Landlord's policies, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds. The Landlord shall annually provide to the Tenant a Certificate of Insurance demonstrating that such insurance has been obtained and maintained as herein provided.

12.6 Extended Meaning

Any and all release and indemnity clauses included in this Lease are for the benefit of the Landlord, its officers, mayor, councilors, employees and independent contractors, and agents of each one of them and, for the purposes of such clauses, the Landlord is acting as agent or trustee on behalf of and for the benefit of the persons mentioned above.

Article 13 — Transfers by Tenant

13.1 Consent Required

The Tenant shall not assign, sublet, transfer, set over, mortgage, charge or part with or share possession of all or any part of the Premises or of this Lease (any of the foregoing being a "Transfer") without the Landlord's written approval, at its sole and absolute discretion (and which may be arbitrarily refused).

Article 14 — Default

14.1 Defaults and Remedies

If any of the following shall occur:

- (a) the Tenant fails to pay any Rent or other sums due hereunder when due, and if such Rent or other sums are not paid within five (5) days after written notice is given by the Landlord to the Tenant of such non-payment;
- (b) the Tenant breaches any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord:
 - (i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach or thereafter fails to proceed diligently to remedy such breach;
- (c) a writ of execution issues against the Tenant, or if the Term or any of the goods, chattels or equipment of the Tenant are taken in execution or attachment or seized by any creditor of the Tenant, whether secured or otherwise; or
- (d) the Tenant becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors,

or becomes involved in voluntary or involuntary winding up proceedings, or if a receiver is appointed by the court or by any creditor for the business, property, affairs or revenues of the Tenant,

then, and in every such case, the Landlord may, in addition to any other rights or remedies it may have under other provisions of this Lease or by law, at its option, exercise all or any of the following remedies:

- (e) the Landlord may perform any obligation which the Tenant should have performed or cause the same to be performed, and for such purpose may enter on the Premises and do such things thereon as the Landlord considers requisite without effecting a termination of this Lease;
- (f) the Landlord may enter the Premises and distrain on the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Landlord may seize and sell the goods and chattels and the equipment, whether they are within the Premises or 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 on in the Premises, and the Landlord may follow the goods and chattels for the maximum period permitted by law, and any sale by the Landlord may, in its sole discretion, be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other;
- (g) the Landlord may remove the goods, chattels, equipment and fixtures of the Tenant from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Tenant;
- (h) in order to relet, the Landlord may take possession of the Premises as agent of the Tenant and effect such alterations and repairs as it deems necessary or advisable for the purpose of such reletting, and it may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and on such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first to the payment of the Landlord's costs and expenses of such reletting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Tenant to the Landlord; third to the payment of arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Landlord without interest until the end of the Term and applied from time to time in payment of Rent as the same may become due and payable, and any residue remaining at the end of the Term shall be held for the Tenant. No such reletting nor the receipt of any such rentals from any new tenant, nor the creation of the relation of landlord and tenant between the Landlord and any party to whom the Premises may have been relet, shall have the effect of exonerating the Tenant from its obligations to pay Rent hereunder as it falls due or of in any way terminating this Lease;
- (i) the Landlord may terminate this Lease by commencing an action for possession or for termination of the Lease or by notice to the Tenant. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Landlord may have exercised any of its other remedies, including that set out under Section 13.1(i). In the event that the Landlord or anyone claiming under it or to whom it has rented the Premises is in possession under the provisions of Section 13.1(i), the Landlord may at any time terminate this Lease by notice to the Tenant, and thereafter any then existing or later lease of the Premises shall be for the account of the Landlord notwithstanding that such Lease may originally have been entered into as agent for the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under Section 13.1(j) or proceeding under Section 13.1(i) or any

other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 13.1(i) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;

- (j) at the option of the Landlord, the full amount of the current month's Rent and the next ensuing three (3) months' Rent shall accelerate and shall immediately become due and payable. For the purpose of this Section 13.1(k), where any of the items of Rent are not known, definite or established at the time of the exercise of such option by the Landlord, the acceleration in respect of such items shall be equal to three (3) times the average monthly instalment during the full twelve (12) month period preceding such acceleration, or if there has not been a full twelve (12) month period, it shall be equal to three (3) times the average monthly instalment since the beginning of the Term; and
- (k) on any termination for default, all fixtures, Tenant's improvements or other installations in the Premises which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immovable properties situated in or on the Building, and which are not the property of the Landlord, shall, at the Landlord's option, forthwith become the property of the Landlord, and whether or not such fixtures are in the nature of Tenant's trade fixtures and whether or not they would be removable by the Tenant at the expiry of the Term if there had been no default.

14.2 Interest and Costs

Whenever the Landlord takes any proceedings, sends any notices, does any work, or otherwise incurs any expense or trouble or takes any action with respect to any default by the Tenant, and whether or not legal proceedings are commenced or considered in consequence of such default, and whether or not this Lease is terminated, the Landlord shall be entitled to be paid by the Tenant forthwith on demand, in addition to any other amounts which may be payable or owing hereunder, all of the following:

- (a) the cost of effecting any repairs or performing any obligation of the Tenant;
- (b) the Landlord's costs and expenses in preparing the Premises for reletting in such manner as, in its sole discretion, it deems necessary or advisable;
- (c) unless established by an independent third party to be an unreasonable claim on the part of the Landlord or unless agreed to otherwise by agreement between the parties, the Landlord's court costs, collection costs and legal fees on a solicitor and his own client basis;
- (d) interest on rent or any other amounts overdue under the terms of this Lease and on any moneys expended by the Landlord in consequence of any default by the Tenant at the rate per annum equal to the prime rate of interest charged by the Landlord's chartered bank plus two percent (2%); and
- (e) a charge of fifty dollars (\$50) for each cheque of the Tenant which is returned to the Landlord because of insufficient funds in the Tenant's account; and
- (f) any other costs, charges or expenses which the Landlord incurs or to which it is put, and which would not have been necessary at the time at which they were incurred but for the default of the Tenant.

Without restricting the generality of the foregoing, and in addition to the foregoing: The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

14.3 Waiver by Tenant

Notwithstanding anything contained in any statute at the present time or in the future in force, the Tenant agrees with the Landlord that none of the Tenant's goods or chattels on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and that the Landlord may follow the Tenant's goods or chattels without limitation of time, and that on any termination of this Lease by the Landlord under the terms hereof, the Landlord may enter or take possession of the Premises without judicial order, a writ of possession or any other legal process, and without notice to the Tenant except as provided under this Lease. The Tenant waives all and every benefit that could or might have accrued to the Tenant, but for this Section, by virtue of any present or future statute dealing with the matters set out in this Section. The Tenant agrees that on any claim being made for an exemption from levy by distress, or that the Landlord must proceed by judicial process to obtain possession, or with respect to any of the other rights dealt with herein, this Section may be pleaded as an estoppel against the Tenant in any action brought in which the rights of the Landlord to take the steps set out in this Section are in question.

14.4 Enforcement by Landlord

The failure by the Landlord to enforce any term, covenant or obligation of the Tenant contained herein shall not be deemed to be a waiver of such term, covenant or obligation, or permission for any subsequent breach of the same, and the Landlord may at any time enforce such term, covenant or obligation. The waiver by the Landlord of any breach of any term, covenant or obligation hereof shall not be deemed to be a waiver of such term, covenant or obligation with respect to any subsequent breach. No term, covenant or obligation of the Tenant contained in this Lease may be waived by the Landlord, unless such waiver is in writing executed by the Landlord. The acceptance of Rent by the Landlord subsequent to any such breach shall not be deemed to be a waiver of such breach, whether or not the Landlord had knowledge of the breach at the time of acceptance of the Rent.

14.5 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Landlord may, from time to time, resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

Article 15 — End of Term

15.1 Expiration

On the expiration of the Term, the Tenant shall surrender and yield up the Premises to the Landlord in as good condition as the Tenant is required to maintain the Premises throughout the Term and the Tenant shall deliver to the Landlord all keys to the Premises and the Building and the combination of all locks, safes and vaults, if any, in the Premises.

15.2 Removal at End of Term

Subject to any alterations or leasehold improvements made to the Premises that have been approved by the Landlord prior to or during the Term of the Lease, the Tenant shall on any surrender of possession of the Premises remove such of its fixtures, leasehold improvements and equipment which are incorporated into, affixed or attached with permanency to and which have become a part of the realty or immoveable property comprising the Building, as the Landlord may require. In effecting such removal the Tenant shall repair any damage caused to the Premises or any parts of the Building. Any of the fixtures, leasehold improvements and equipment which are not required to be removed by the Landlord shall on surrender of possession by the Tenant become the sole and exclusive property of the Landlord without payment to the Tenant. Notwithstanding the foregoing, where required by the Landlord, the Tenant shall return the

Premises to the condition in which it existed at the beginning of the Term. Subject to the foregoing, when not in default at the expiration of the Term, the Tenant may remove its furniture and trade fixtures.

15.3 Surviving Obligations

On any termination of this Lease, the Tenant's right of possession shall cease and terminate, but the obligations of the parties with respect to payment of Rent, covenants not performed at the date of such termination, indemnification, or any other obligations which, by their nature or by reason of the circumstances at the time of such termination, are not completely performed prior to such termination, shall remain in full force and effect until satisfied. It is agreed, however, that in no event shall the Tenant have any interest in or right to possession of the Premises or any part of the Building after the termination of this Lease.

15.4 Overholding

If the Tenant remains in possession of the Premises after the end of the Term with the consent of the Landlord and without the execution and delivery of a new lease or without having entered into negotiations for a new lease, which negotiations will be evidenced in writing, then there shall be no tacit renewal of the Lease or renewal or extension of the Term, nor shall a tenancy from year to year be created, but notwithstanding any statutory provisions to the contrary, a monthly tenancy shall be created, which may be terminated by either party on one (1) month's notice. Rent shall be payable in advance on the first day of each month equal to the sum of:

- (a) two hundred percent (200%) of the monthly instalment of Gross Rent payable during the last year of the Term; and
- (b) one twelfth (1/12) of the amount of all other items of Rent determined in the same manner as if the Lease had been renewed for the year of which any such month is a part, and otherwise on the terms and conditions set out in this Lease, insofar as they are applicable; and
- (c) HST on the foregoing.

Article 16 — Miscellaneous

16.1 Force Majeure

Notwithstanding anything herein contained, neither the Landlord nor the Tenant shall be in default with respect to the performance of any of the terms of this Lease if any non-performance is due to any strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the control of the party relying on this Section (other than lack of or inability to obtain financial resources by such party) provided nevertheless that notwithstanding the foregoing, the discontinuance by the Province of Nova Scotia of the pre-primary program shall not excuse the Tenant from the performance of the terms of the lease (including, without limiting the foregoing, the payment of rent). Otherwise, time shall be of the essence of this Lease and all the obligations contained herein. The provisions of this Section 15.1 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

16.2 Entire Agreement

This Lease contains the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth herein. Notwithstanding the terms thereof, this Lease fully replaces and supersedes any offer, agreement, letter, letter of intent or other contractual arrangement between the parties related to the Premises or the Building in existence at the time of execution of this Lease.

16.3 Severability

If any term, article, section, subsection, paragraph, clause or subclause or any of the words contained in this Lease shall be held wholly or partially invalid or unenforceable by any court of competent jurisdiction, the Landlord and Tenant agree that the remainder of this Lease shall not be affected by such judicial holding, but shall remain in full force and effect.

16.4 Captions

The captions, Article and Section names and numbers and table of contents appearing in this Lease are for convenience of reference only, and in no way define, limit or describe the scope or intent of any portion of this Lease and have no effect on its interpretation.

16.5 Extended Meanings

The word "Tenant" as used herein shall include each and every person or corporation mentioned as Tenant herein and its successors and permitted sub-tenants or permitted assigns. Where the context allows, with respect to obligations of the Tenant the word "Tenant" shall include the servants, employees, agents, invitees, Pre-Primary students and their parents, and licensees of the Tenant and all others over whom the Tenant might reasonably be expected to exercise control. This extended meaning shall not confer any rights where any required consent has not been duly obtained. The word "Landlord" as used in this Lease shall be deemed to include the successors and assigns of the Landlord. The Landlord may act through such managers, representatives, officers, agents or employees as it may from time to time appoint. All references to the Landlord or the Tenant or others under this Lease shall be construed and adjusted for the applicable gender and number, regardless of the gender and number in which they are expressed. All provisions of this Lease creating obligations on any party shall be deemed to be and shall be construed as covenants.

16.6 Notices

- (1) Any notice required or permitted under this Lease may be sufficiently given to the following addresses:

To the Landlord: PO Box 129
119 Cumberland St
Lunenburg, Nova Scotia B0J 2C0
Attention: Chief Administrative Officer

To the Tenant: New Voice Language & Tutoring Inc.
22 King Street
Lunenburg, NS B0J 2C0
Attention: Michael Gross, Recognized Agent

- (2) Any party may by notice in writing to the others from time to time designate another address in Canada to which notices given more than ten (10) days thereafter shall be addressed. Notices shall be sufficiently given if delivered or if sent by prepaid registered mail from any place in Canada to such address. Service on the Regional Executive Director or the Director of Finance or the Coordination of Assessment and Quality Instruction or the Coordination of Operations of the Tenant shall be deemed service on the Tenant. Any notice so delivered shall be deemed to have been given when delivered, and any notice so mailed shall be deemed to have been given on the third day after mailing; provided, however, that in the event of an interruption of mail services at the time of such mailing or within three (3) days thereafter, by reason of strike, wildcat strike, lock-out, industrial dispute or other reason, whether of the foregoing nature or not, the notice shall not be deemed to have been received until it is actually delivered, whether by mail or otherwise.
- (3) The contact information for the Tenant should issues arise concerning the premises is:
Andy Selig (Coordinator of Operations) at 902-523-4063

16.7 No Lease Prior to Execution

The submission of this Lease for examination by the Tenant, whether or not executed by the Landlord, shall not constitute an offer or agreement. Nor shall there be any obligation on the part of the Landlord towards the Tenant hereunder, until the Lease has been fully executed and delivered by both the Landlord and the Tenant.

16.8 Governing Law

This agreement shall be construed in accordance with and governed by the laws of the Province of Nova Scotia.

16.9 No Joint Venture

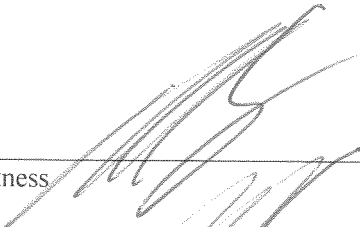
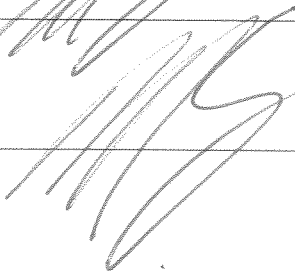
Nothing herein contained shall be deemed or construed by the parties hereto or any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the parties hereto stand in the relationship of Landlord and Tenant only.

16.10 Legal Costs

The Tenant shall pay to the Town forthwith upon the execution of this lease an amount equal to the Town's legal costs associated with the negotiation, preparation, and execution of this lease to a maximum of \$1000.00.


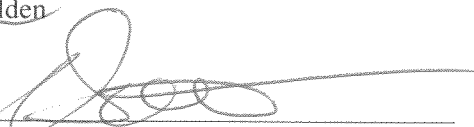
[Signature page to follow]

IN WITNESS WHEREOF the parties have duly executed this Lease as of the day and year first written above.



Witness 
 Witness 

Witness Kelly Jardine
 Witness Kelly Jardine

NEW VOICE LANGUAGE & TUTORING INC.

Per: 
 Name: Alden
 Title:
 Per: 
 Name: Nicola
 Title:

TOWN OF LUNENBURG

Per: 
 Name: Rachel Bailey
 Title: Mayor
 Per: 
 Name: BEA RENTON
 Title: CAO / CLERK
 [Affix Municipal Seal]

Canada
Province of Nova Scotia
County of Lunenburg

Affidavit

I, Nicola Sattler, of Pleasantville, in the County of Lunenburg and Province of Nova Scotia, make oath and say as follows:

1. That I am the Director/Owner of the New Voice Language & Tutoring Inc.
2. The New Voice Language & Tutoring Inc. has the capacity to enter into the attached Lease, and I have authority to execute this Lease on behalf of New Voice Language & Tutoring Inc. and thereby bind it.
3. That the undersigned acknowledges that the foregoing Lease was executed on the 29th day of September, 2019;
4. That New Voice Language & Tutoring Inc. has given authorization that this Lease can be signed without a corporate seal (or other seal for the said body) and it is to have effect as if said seal was embossed over the signature.

Sworn to at Bridgewater, in the Province of Nova Scotia on this 27th day of September, 2019 before me:



A Barrister of the Supreme
Court of Nova Scotia



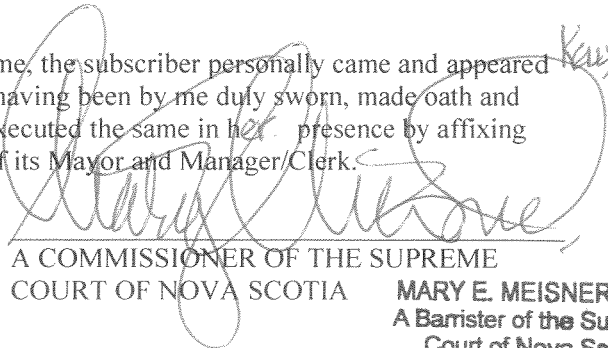
Nicola Sattler

Canada
Province of Nova Scotia
County of Lunenburg

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

ON this 24th day of October, 2019 before me, the subscriber personally came and appeared Kelly Jardine,
, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and
said that the Town of Lunenburg, therein named, duly executed the same in her presence by affixing
thereto its Municipal Seal, identified by the signatures of its Mayor and Manager/Clerk.


A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

MARY E. MEISNER, Q.C.
A Barrister of the Supreme
Court of Nova Scotia

CERTIFICATE OF EXECUTION

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

I certify that on this _____ day of _____, 2019, the Town of Lunenburg one of the parties mentioned
in the foregoing and annexed Indenture, signed and sealed the said Indenture in my presence by affixing
its Municipal Seal, identified by the signatures of its Mayor and Manager/Clerk.

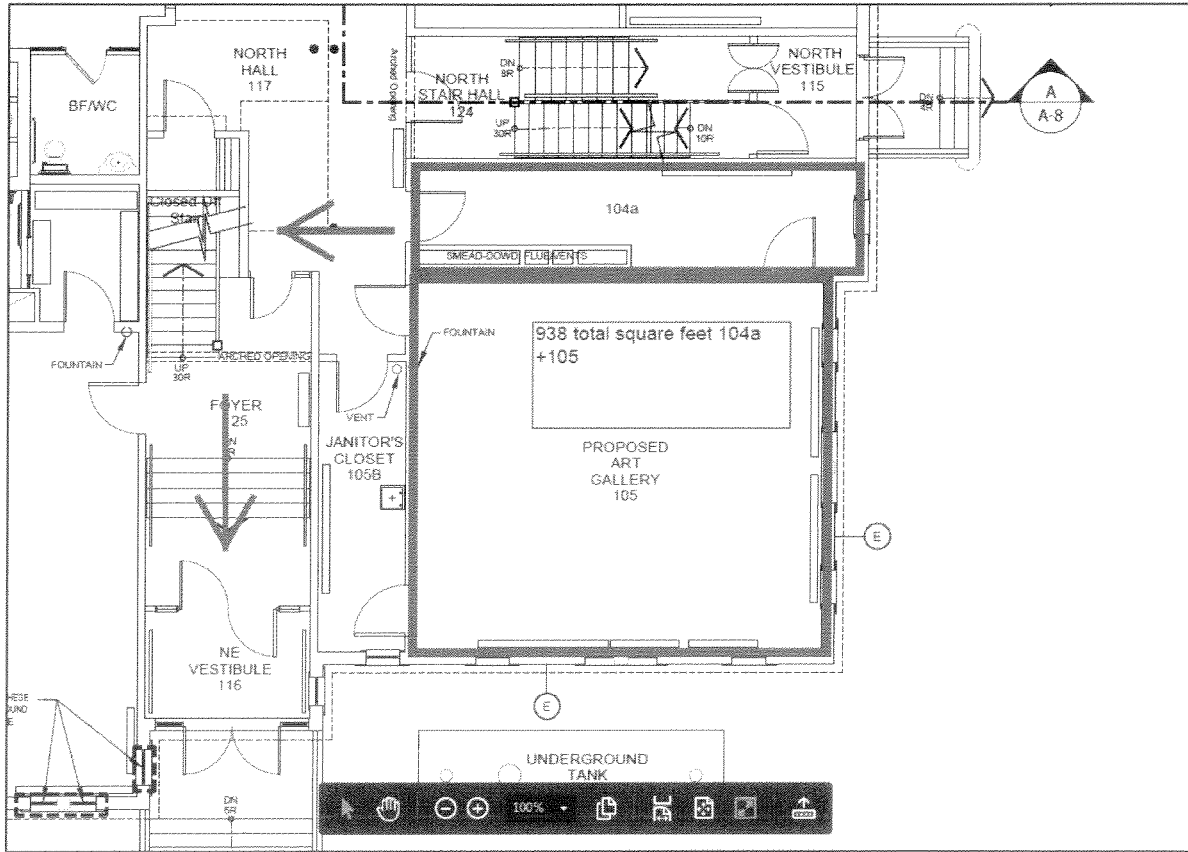
A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

Schedule "A"
Description of Building

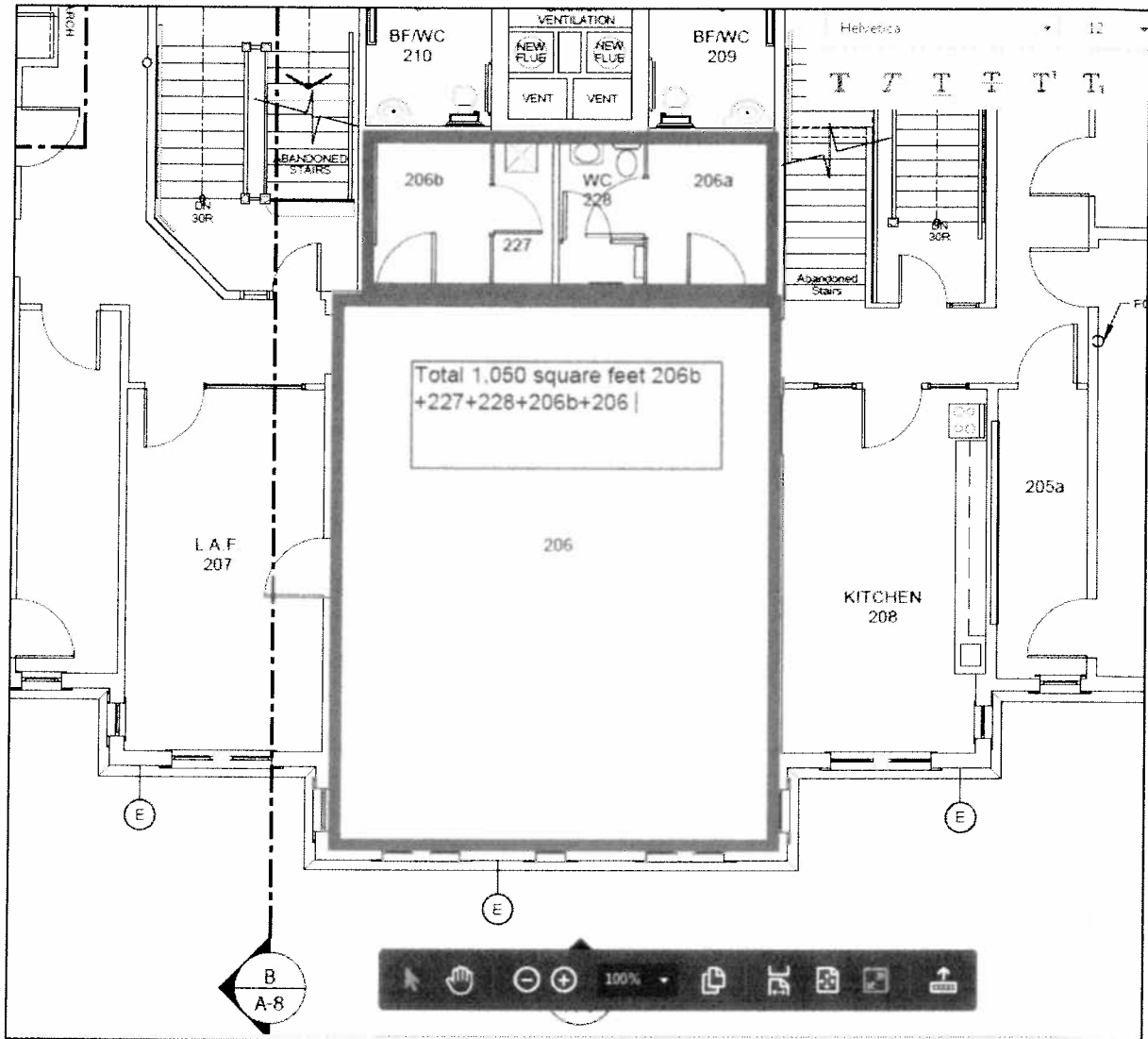
The building located at 97 Kaulback Street, Lunenburg, Nova Scotia B0J 2C0 known as Lunenburg Academy located on property shown as PID 60058831 in Nova Scotia Property Online.

Schedule "B"
Description/Plan of Premises

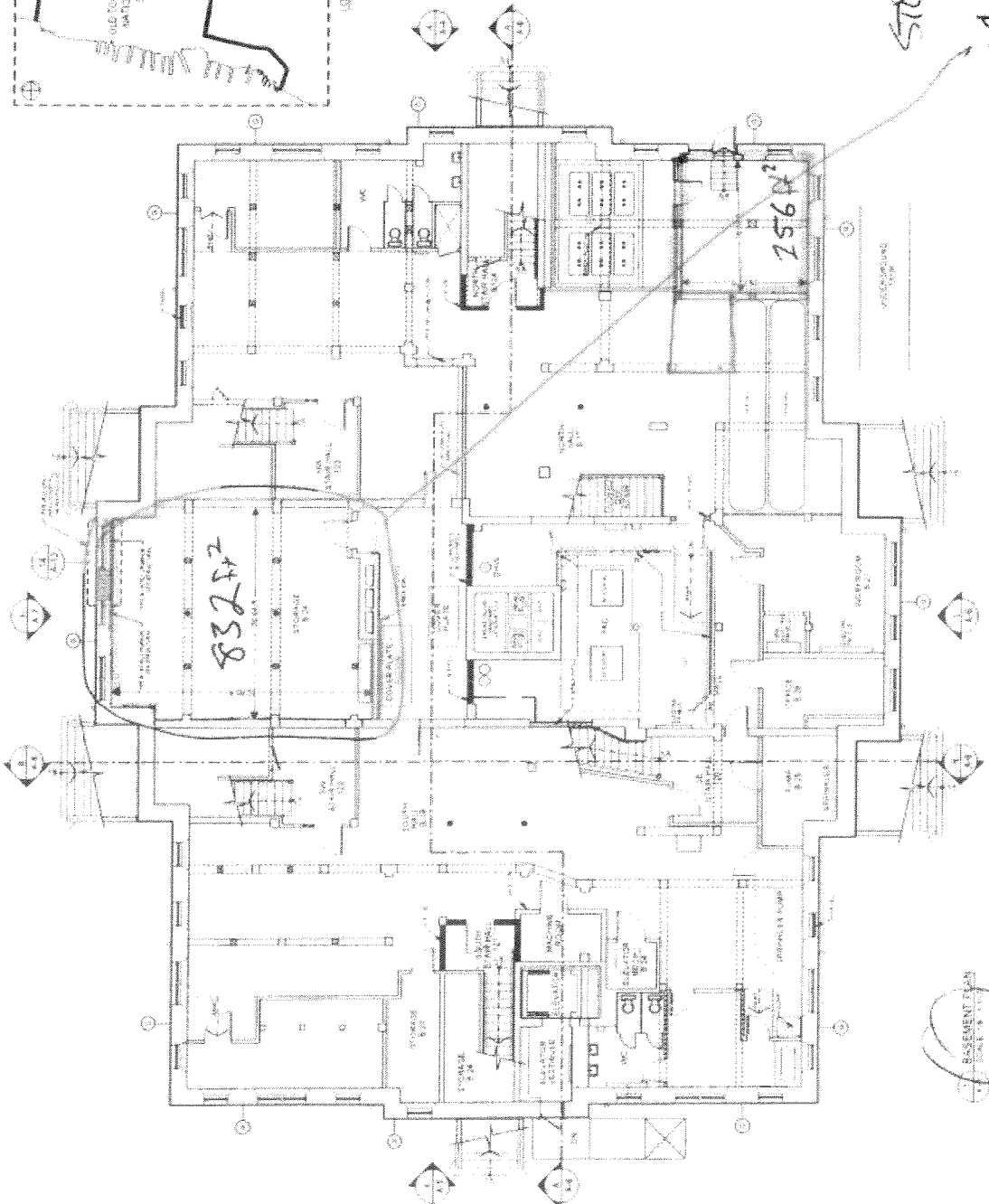
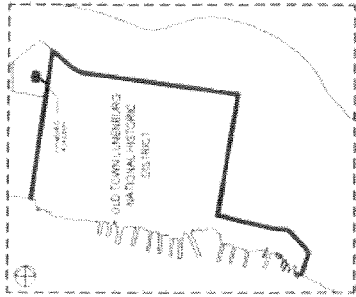
Room 105



Room 206



Basement Storage Area



STORAGE
165/1050
2547

Schedule "C"
Rules and Regulations

1. Ingress or Egress
The sidewalks, entrances, elevators, stairways or corridors of the Building shall not be obstructed by the Tenant or used by it for any purpose other than ingress and egress to and from the Premises. The Tenant shall not place or allow to be placed in the hallways, corridors or stairways any waste paper, dust, garbage, refuse or anything whatsoever that tends to make them appear unclean or untidy.
2. Windows
Windows that reflect or admit light into halls or corridors in the Building shall not be covered or obstructed by the Tenant or any of its employees and no awning shall be erected over any window without the written consent of the Landlord. The Tenant shall observe strict care not to allow windows admitting light into the Premises to be opened or remain open so as to admit rain or snow, or so as to interfere with the heating of the Premises or of the Building.
3. Washrooms
The toilets and other plumbing apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to the toilets and other plumbing apparatus from misuse shall be borne by the Tenant who or whose employees [or students or other persons attending the premises] caused it.
4. Locks
The Tenant shall not place or allow to be kept or placed on any door in, on or leading into the Premises any lock or bolt except such locks or bolts as the Landlord shall, in the exercise of reasonable discretion, provide. The Tenant shall bear the cost of repairing all locks damaged or destroyed by the Tenant, its employees and agents.
5. Heavy Articles
The Tenant agrees that it shall not bring into the Building or the Premises any safes or other heavy articles without having first obtained the consent in writing of the Landlord, which consent shall be subject to such conditions, directions and stipulations as the Landlord may in its sole and absolute discretion deem proper to impose.
6. Machines and Mechanical Devices
The Tenant shall not bring or allow to be brought into the Premises any machine or mechanical device of a nature to occasion noise or vibration which, in the opinion of the Landlord, is objectionable or would be injurious to the Building.
7. Caretaking
The Landlord will only provide cleaning services for the common areas (including washrooms). The Tenant shall be responsible for the cleaning of the premises.
8. Walls
The Tenant shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors, wood, stone or ironwork. Boring, cutting or stringing of wires or pipes shall not be permitted, except with the prior written consent of the Landlord.
9. Wiring
Wiring for all purposes is to be run in the under floor ducts provided for that purpose. Inserts and stand-pipes for each telephone will be installed by the Landlord. Other services required by the

Tenant, and to which the Landlord has given its consent, will be supplied and installed by the Landlord at the Tenant's expense. Changes and additions required by the Tenant will be made by the Landlord at the Tenant's expense. Additional lighting fixtures and changes in position of fixtures already installed to which the Landlord has given its consent will be made at the expense of the Tenant.

10. Use of Premises

No person shall use the Premises or any part thereof for sleeping apartments or for residential or any immoral or unlawful purpose (or for any purpose other than the purposes specifically provided in its Lease).

11. Glass, Locks and Trimmings

All glass, locks and trimmings in or on the doors or windows affording access to or admitting light into the Premises or any part thereof shall be kept whole by the Tenant. Whenever any part thereof shall become broken, the Tenant shall immediately cause the same to be replaced or repaired by some person or persons selected by the Landlord to the satisfaction of the Landlord, and such replacement or repairs shall be paid for by the Tenant.

12. Bicycles

No bicycles or other vehicles shall be brought within the Building.

13. Musical or Sound-Producing Devices

The Tenant shall not operate or permit to be operated any musical or sound-producing instrument or device inside or outside the Premises which may be heard outside the Premises.

14. Window Drapes

The lining of all window drapes of exterior windows shall be subject to the prior approval of the Landlord as to colour and material and the Tenant shall not hang, and will remove, any draperies which, in the Landlord's opinion, do not conform to a uniform scheme of window coverings established for the Building.

15. Name of Building

The Tenant shall not refer to the Building by any name other than that designated from time to time by the Landlord nor use the name of the Building for any purpose other than that of the business address of the Tenant.

16. The Tenant shall not use any open flame including, without limiting the generality of the foregoing, blow torch(es) in the building.

17. The primary contact for the Landlord when the Tenant has building maintenance issues or questions shall be Paul Bracken, Facilities Superintendent 902-523-4979 (email: pbracken@explorelunenburg.ca) or Peter Baker 902-523-4114 (email: pbaker@explorelunenburg.ca). Any questions on the substance of the lease shall be directed to Bea Renton, Manager/Clerk 902-527-7604 (email: brenton@explorelunenburg.ca).