

**SPECIAL AGENDA – AGENDA 14 CORPORATION OF
THE TOWNSHIP OF LAIRD October 5, 2023 at 6:00 pm
Laird Township Fairgrounds - 127 Lake George Rd East**

- 1. Call to Order**
- 2. Declaration of Pecuniary Interest**
- 3. Agenda Approval**
Recommendation: BE IT RESOLVED THAT Council hereby approves the October 5, 2023 agenda as presented.
- 4. Delegations and Presentations**
 - a. Donnie Varcoe, Laird International Raceway (LIR) at 6:30 p.m.
 - i. Annual Lease Agreement Site Meeting
- 5. Adoption of Minutes of Previous Meeting**
- 6. Adoption of Accounts**
- 7. Staff and Committee Reports**
- 8. Unfinished Business**
- 9. New Business**
 - a. Wingman Productions – Renting Fairgrounds and Racetrack October 21 & 22, 2023 (*encl*)
Recommendation: BE IT RESOLVED THAT Council rents the fairgrounds, grounds and gazebo, in the amount of \$650.00 plus \$325.00 deposit to Wingman Productions for October 21 and 22, 2023; and Further that Council consents to Laird International Raceway to sublet the Premises to Wingman Production for October 21, 2023 and October 22, 2023.
- 10. Notices of Motion**
- 11. Closed Session**
- 12. Communications and Correspondence**
- 13. Mayor and Council Comments**
- 14. By-laws**
 - a. 1098-23 Conformity By-law (*encl*)
Recommendation: BE IT RESOLVED THAT Council adopts By-law 1098-23 being a by-law to confirm the proceedings of the meeting of Council held on September 21, 2023.
- 15. Adjournment**
Recommendation: BE IT RESOLVED THAT this Council shall now adjourn to meet again on October 19, 2023 at 6:00 p.m. or until the call of the chair.

TOWNSHIP OF LAIRD REPORT TO COUNCIL

Date: October 5, 2023
To: Mayor Evoy and Council
From: Jennifer Errington, Clerk Administrator
Subject: Laird Fairgrounds Rental – October 21 & 22, 2023

Background/Overview

Wingman Productions has been in contact with Laird International Raceway (LIR) to rent the fairgrounds and racetrack area. It was brought to the Township's attention when a representative from Wingman Productions was at the Laird Fairgrounds on September 29, 2023, conducting a site visit. At this time the representative of Wingman Productions was encouraged to speak with staff at the Township Office. On Monday, October 2, 2023, the Mayor and Clerk sat with a representative of Wingman Productions.

Wingman Productions would like to rent the fairgrounds and racetrack area on October 21 and 22, 2023 to film simulated racing scenes. They would require the fairgrounds and gazebo area for production crew space. There will be 100 crew on site to do the scenes, the production company will supply their own security and have Township named as insured.

The LIR Lease Agreement states that the following:

- The Premises shall not be used during the Term for any purpose other than a motor vehicle race track and concessions without the express written consent of the Landlord. S. 2.1 (3)
- The Tenant acknowledges that the Tenant is not obtaining exclusive possession of the Premises during the term and acknowledges that the Landlord may lease all or part of the Premises to third parties provided that the same does not interfere with the Tenant's use of the Premises pursuant to the terms of this Lease. S. 2.2 (2)
- Assignment and Subletting by Tenant: The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless the Tenant first obtains the consent of the Landlord in writing, which consent shall be determined at the sole discretion of the Landlord and the Tenant hereby waives the Tenant's right to the benefit of any present or future Act of Ontario which would allow the Tenant to assign this lease or sublet the Premises without the Landlord's consent. S. 11.1

After speaking with the owner of LIR, it was communicated that they had intended to let the Township (landlord) know what was going on and wanted to put together a package deal for fairgrounds and racetrack.

RECOMMENDATION

Council needs to decide if they will give consent to LIR to sublet (rent) the racetrack to Wingman Productions, or decide as the Township to lease the racetrack portion to Wingman.

It is the staff's recommendation that the appropriate amount for the rental of the fairgrounds portion, as Wingman Production would like to rent the gazebo and the kitchen, which is still under renovation, so it would be appropriate to adjust the rental rate for the gazebo from \$150.00 per day to \$75.00 per day. The commercial rate for the grounds for Friday (set up day), Saturday and Sunday is \$500.00, extra days will be charged out at \$100.00 per day. It would also be advised to allow LIR to sublet (rent) the racetrack to Wingman Productions for October 21, 2023 and October 22, 2023.

Recommended Resolution:

BE IT RESOLVED THAT Council rents the fairgrounds, grounds and gazebo, in the amount of \$650.00 plus \$325.00 deposit to Wingman Productions for October 21 and 22, 2023; and Further that Council consents to Laird International Raceway to sublet the Premises to Wingman Production for October 21, 2023 and October 22, 2023.

ATTACHMENT

- Laird Fairgrounds Rental Fees (2022)
- COLES NOTES: LIR Lease Agreement – June 1, 2022 to May 31, 2027
- By-law 1064-22 Lease Agreement with LIR

Laird Fairgrounds

RENTAL FEES (2022)

WHOLE FACILITY: \$475 for weekend (Saturday and Sunday.) Includes gazebo, kitchen and surrounding grounds inside fence, excluding race track. A security deposit of \$175 will be required and refunded should grounds be left in good condition.

GAZEBO: Includes kitchen, washroom, dance area and bar facilities – \$150 per day. A security deposit of \$75 will be required and refunded should area be left in good condition.

2023 Gazebo will be undergoing a renovation and not available for use.

HORSE FACILITY: Two barns, arena and one small concession booth – \$350 for weekend (Saturday and Sunday.) One day – \$175; after 6 p.m. – \$35. A security deposit of \$150 for weekend rental and \$65 for one day will be required and refunded should grounds be left in good condition. Should gazebo area be required, with horse facilities, an additional \$125 per day is to be charged.

WINTER STORAGE: \$15/ft, including tongue length for indoor, \$50 for outdoor storage. Must fill out information sheet and agree to remove boats, trailers, etc. on a specific date. Fee to be paid upon storage of units in October of each year. Form absolving Laird Fairgrounds Management Board of any liability must also be signed prior to depositing items.

COMMERCIAL: \$500 For Friday (set up day), Saturday and Sunday. Extra days will be charged out at \$100 per day. A deposit of \$250 will be required and refunded should grounds be left in good condition.

TABLE RENTALS: Tables may be rented from the facility only if not required for another rental. The fee per day would be \$30.00. With a security deposit of \$150, refunded when tables are returned in same condition as when rented. Should the Grounds Supervisor advise that tables are not fit to be moved, no rental shall be made.

NOT FOR PROFIT ORGANIZATIONS: Sunday Schools, 4H, Boy Scouts, etc. No charge. A deposit of \$25 is required and will be reimbursed if grounds left in good condition. May only be rented out at this rate, should no one else ask for dates.

LAYOVER Fees: Travelers with horses that wish to use the fairgrounds/barns for an overnight layover will be charged \$50.00 providing grounds are not previously rented.

RENTAL FEES will be re-visited every 2 (two) years or as deemed necessary by the Laird Fairgrounds Committee.

THE GROUNDS ARE NOT TO BE RENTED WITHOUT A SIGNED RENTAL AGREEMENT and CERTIFICATE OF INSURANCE, PAYMENT IN FULL IN ADDITION TO REQUIRED SECURITY DEPOSIT.

COLES NOTES:

LIR Lease Agreement – June 1, 2022 to May 31, 2027

- The Premises shall not be used during the Term for any purpose other than a motor vehicle race track and concessions without the express written consent of the Landlord. S. 2.1 (3)
- The Tenant acknowledges that the Tenant is not obtaining exclusive possession to the Premises during the Term and acknowledges that the Landlord may lease all or part of the Premises to third parties provided that the same does not interfere with the Tenant's use of the Premises pursuant to the terms of this Lease. S. 2.2 (2)
- Public Washrooms: The Landlord and Tenant agree that the Public Washrooms located at the Premises are to be shared. The Tenant shall maintain the Public Washrooms in accordance with all regulatory requirements. S. 5.1
- Improvements: The Landlord and Tenant to agree to share equally the cost of renovating/repairing the Public Washrooms located at the Premises. S. 5.2
- The Tenant shall not undertake any other improvements to the Premises without first obtaining the consent of the Landlord. S. 6.1 (5)
- The Tenant shall schedule races on the Premises only on Thursdays and Saturdays for the race area, May to September, and the Final Show weekend is able to be on a Friday and Saturday. The schedule must be established and submitted to the Landlord prior to the start-up of the racing season to secure dates. 6.1 (10)
- The Tenant shall cause proper drainage from the center of the track to be properly maintained and repaired as may be required. 6.1 (14)
- The Tenant shall schedule with the Landlord an annual site meeting at the Premises at the end of September of each year of the Term to ensure the Premises is left in good condition and not in disrepair. 6.1 (16)
- Maintenance and Repair of Premises: The Tenant shall, at its own cost and expense, during the entire Term, keep in good order and condition the Premise, and the appurtenances and equipment thereof, and all fixtures in and appurtenances to the Premises and machinery and equipment used or required in the use of the Premises by the Tenant, whether or not enumerated herein, and shall make any and all necessary repairs, replacements, substitutions, improvements and additions, ordinary or extraordinary, foreseen or unforeseen, structural, or otherwise, subject to reasonable wear and tear and force majeure

as set out in Section 14.1. Such repairs shall be completed in a good and workmanlike manner and shall meet the requirements of municipal or governmental regulations and insurance. S. 7.2

- Major Repairs or Replacements: The Tenant shall not make any repairs, additions, alterations, replacements or improvements (“Changes”) to or of any part of the Premises where the Changes materially affect the appearance or character of the Premises and its buildings, without first obtaining the Landlord’s written approval, which shall not be unreasonably withheld. S. 7.4 (1)

- Assignment and Subletting by Tenant: The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless the Tenant first obtains the consent of the Landlord in writing, which consent shall be determined at the sole discretion of the Landlord and the Tenant hereby waives the Tenant’s right to the benefit of any present or future Act of Ontario which would allow the Tenant to assign this lease or sublet the Premises without the Landlord’s consent. S. 11.1

THE CORPORATION OF THE TOWNSHIP OF LAIRD
By-Law No. 1064-22

BEING A BY-LAW TO ENTER INTO A LEASE AGREEMENT

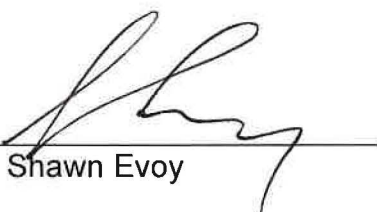
WHEREAS the Municipal Act, 2001 c. 25 S.O. 2001 section 8 allows for the Powers of a Natural Person and those powers may include the entering into an agreement;

AND WHEREAS the Council of the Corporation of the Township of Laird deems it expedient to enter into a Lease Agreement with Laird International Raceway;

NOW THEREFORE the Council of the Township of Laird hereby enacts as follows that:

1. THAT the Clerk and Mayor are hereby authorized to sign the Lease Agreement on behalf of the Corporation of the Township of Laird
2. THAT The Lease Agreement is hereby attached hereto as Schedule "A" and forming part of this By-law.
3. THAT this By-law come into full force and effect as of December 15, 2022.

Read and Passed in Open Meeting this 15th day of December 2022.

Mayor 
Shawn Evoy

Clerk 
Jennifer Errington

Seal

THIS LEASE made the 1st day of June, 2022

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LAIRD
(the "Landlord")

AND

LAIRD INTERNATIONAL RACEWAY INC.
(the "Tenant")

WITNESSETH AS FOLLOWS:

Article 1 — Basic Terms, Definitions

1.1 Basic Terms and 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) "Business Day" means a day other than a Saturday, Sunday or other day which is a statutory holiday in the Province of Ontario;
- (b) "Event of Default" has the meaning set out in Article 12;
- (c) "Premises" means Part of Lot 16, RCP H-746 in the Township of Laird and being those lands presently known as the "Laird Fairgrounds", which is on part of the lands of PIN 31470-0196 as in Schedule A;
- (d) "Lease" means this lease, as amended from time to time;
- (e) "Rent" means all Rent as herein defined and includes Additional Rent;

Article 2 — Demise and Term

2.1 Demise

- (1) In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord, the Premises.
- (2) The Landlord covenants that the Landlord has the right to grant the leasehold interest in the Premises free from encumbrances except as registered as against the Premises.
- (3) The Premises shall not be used during the Term for any purpose other than a motor vehicle race track and concessions without the express written consent of the Landlord.

(4) The use of the Premises and the facilities located thereon during the third weekend of August of every year during the Term shall be reserved for use by the North Shore Agricultural Society and the Landlord. The Tenant may have use of the Premises and facilities on this weekend with the consent of both the Landlord and the North Shore Agricultural Society.

2.2 Term

(1) The Term shall commence on the 1st day of June, 2022 and ending on the 31st day of May, 2027 unless terminated earlier pursuant to the provisions of this Lease.

(2) The Tenant acknowledges that the Tenant is not obtaining exclusive possession to the Premises during the Term and acknowledges that the Landlord may lease all or part of the Premises to third parties provided that the same does not interfere with the Tenant's use of the Premises pursuant to the terms of this Lease.

(3) The Tenant agrees to permit the Landlord during the last three months of the Term of this Lease to display "For Rent" or "For Sale" signs or both at the Premises and to show the Premises to prospective new tenants or purchasers and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.

(4) Upon the expiry date of the Term, the Tenant shall leave intact on the Premises any fixtures constructed by the Tenant saving and excepting any public address system and the light fixtures and releases all interest in all the fixtures saving and excepting the public address system and the light fixtures, in favour of the Landlord.

2.3 Overholding

If, at the expiration of the Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only, and may be terminated by either party on one (1) month's notice and all terms and conditions of this Lease shall, so far as applicable, apply to such monthly tenancy.

Article 3 — Rent and Utilities

3.1 Covenant to Pay

The Tenant covenants to pay to the Landlord Rent as provided in this Lease, during the five years of the term of this Lease in the sum of \$25,000.00 (CAN) per annum. The sum of \$12,500.00 shall be paid on each of the 15th day of July and the 15th day of August in each year during this Lease commencing the 15th day of July, 2022 and ending the 31st day of May, 2027.

3.2 Payment Method

The Landlord may, at any time and from time to time, require the Tenant to provide to the Landlord either:

- (a) a series of post-dated cheques, each cheque in the amount of the installment of Rent as provided for in paragraph 3.1; or
- (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

3.3 Utilities

The Tenant hereby covenants to upgrade or maintain the electrical service to comply with the requirements of the Electrical Safety Authority and to pay all charges for electrical energy consumed upon the Premises for the Tenant's operations. The Tenant shall be solely responsible for and shall promptly pay to the appropriate utility suppliers all charges for water, gas, electricity, telephone and other utilities and services used or consumed in, and any other charges levied or assessed on or in respect of or services supplied to the Premises for the Tenants use of the Premises. In no event is the Landlord liable for, nor has the Landlord any obligation with respect to, an interruption or cessation of or a failure in the supply of any utilities, services or systems in, to or serving the Premises.

Article 4 — Additional Rent

4.1 Additional Rent

(1) In addition to the Rent to be paid to the Landlord, the Tenant during the Term shall pay to the Landlord or as otherwise provided in this Lease, in lawful money of Canada, without any deduction, abatement or set-off whatsoever, as Additional Rent, the following costs incurred and attributable to the Premises:

- (a) all charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services to the Premises as set out in paragraph 3.3 of this Lease; and
- (c) all other sums, amounts, costs, cost escalations and charges specified in this Lease to be payable by the Tenant.

(2) All of the payments set out in this Lease shall constitute Rent or Additional Rent, and shall be deemed to be and shall be paid as rent, whether or not any payment is payable to the Landlord or otherwise, and whether or not as compensation to the Landlord for expenses to which it has been put. The Landlord has all the rights against the Tenant for default in payment of Additional Rent that it has against the Tenant for default in payment of Rent.

Article 5 — Shared Facilities

5.1 Public Washrooms

The Landlord and Tenant agree that the Public Washrooms located at the Premises are to be shared. The Tenant shall maintain the Public Washrooms in accordance with all regulatory requirements.

5.2 Improvements

The Landlord and Tenant agree to share equally the cost of renovating/repairing the Public Washrooms located at the Premises.

Article 6 — Additional Covenants by Tenant

6.1

(1) The Tenant shall arrange for appropriate fire and medical services to be in attendance at the Premises during each race.

(2) The Tenant shall comply with all Municipal By-Laws and the requirements of all other regulatory authorities.

(3) The Tenant shall review and comply with all Ministry of Environment requirements with respect to the use of fuel on the Premises. The Tenant further covenants and agrees not to install or permit to be installed underground fuel tanks on the Premises. The Tenant agrees to correct, repair and restore any soil contamination which may occur on the Premises during the Term. The Tenant further agrees to save harmless and indemnify the Landlord from all claims made against the Landlord as a result of soil contamination of the Premises during the Term caused by the Tenant or the Tenant's use of the Premises.

(4) The Tenant shall maintain both the existing grandstands and the grandstands and concession buildings which have been constructed by the Tenant. A yearly inspection of all grandstands by a structural engineer approving the grandstands shall be completed and submitted to the Landlord prior to the first race each year. Notwithstanding any other terms contained in this lease in the event that the Tenant fails to provide the engineer's report prior to the first race, the Landlord may terminate the Lease upon seven (7) days written notice to the Tenant and the Tenant shall remain liable for payment of Rent and all other amounts payable to the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises.

(5) The Tenant shall not undertake any other improvements to the Premises without first obtaining the consent of the Landlord.

(6) The Tenant shall construct and maintain a signage fence around the perimeter of the track and any existing signage shall remain.

(7) The Tenant shall wherever possible, employ residents of the Township of Laird to satisfy staffing requirements.

(8) The clean up operations shall be carried out by the Tenant upon agreement with the disposal site caretaker. At least one recycling bin for cans and plastic bottles shall be provided adjacent to the grandstands.

(9) The Tenant shall not permit vehicles to race if the noise level of the vehicle exceeds 100 decibels measured from the start line to the centre of the grandstand. ("noise tolerance level") Provided further, the Tenant shall cause each vehicle to be examined for noise level prior to each race in order to determine compliance with the noise tolerance level.

(10) The Tenant shall schedule races on the Premises only on Thursdays and Saturdays for the race year, May to September, and the Final Show weekend is able to be on a Friday and Saturday. The schedule must be established and submitted to the Landlord prior to the start-up of the racing season to secure dates.

(11) The Tenant shall not permit vehicles to race later than 11:00 p.m. on a race day, however music for the Final Show weekend can play until 12:00 midnight. One day shall be established prior to the start of the racing season, and two mid-season, to allow for weight-in and test and tune. Weight-in and test schedule must be established and submitted to the Landlord prior to the start-up of the racing season to secure dates.

(12) The Tenant shall not conduct more than sixteen (16) races per year during the Term without the written consent of the Landlord.

(13) The Tenant shall assume full responsibility for security and traffic control and shall cause the Premises and facilities to be operated in a safe manner.

(14) The Tenant shall cause proper drainage from the centre of the track to be properly maintained and repaired as may be required.

(15) The Tenant shall maintain the grounds on the Premises and assume full responsibility for the grass cutting on the Premises.

(16) The Tenant shall schedule with the Landlord an annual site meeting at the Premises at the end of September of each year of the Term to ensure the Premises is left in good condition and not in disrepair.

Article 7 — Ownership, Maintenance and Repair

7.1 Ownership of Improvements and Fixtures

(1) The Landlord and the Tenant agree that any Improvements are intended to be and become the absolute property of the Landlord upon the expiration or termination of the Lease,

but shall be deemed, as between the Landlord and the Tenant during the Term, to be the separate property of the Tenant and not of the Landlord, but subject to and governed by all the provisions of this Lease applicable thereto. The Landlord's absolute right of property in the Improvements which will arise upon the termination of this Lease takes priority over any other interest in the Improvements which may now or hereafter be created by the Tenant, provided that all dealings by the Tenant with the Improvements which in any way affect title thereto shall be made expressly subject to this right of the Landlord, and the Tenant shall not assign, encumber or otherwise deal with the Improvements separately from any permitted dealing with the leasehold interest under this Lease, to the intent that no person who does not at the same time hold a like interest in the Improvements shall hold or enjoy any interest in this Lease acquired from the Tenant.

(2) The provisions of Section 7.1(1) shall not be construed to prevent the Tenant from conferring on lessees or on occupants of the Improvements the right of property in, or the right to remove, fixtures or improvements which are of the nature of usual Tenant's fixtures and normally removable by lessees, and which are not part of the structure or any essential part of the Improvements or any buildings on the Premises. The Tenant shall make good, or shall cause the lessees to make good, all damage to the Improvements or buildings on the Premises caused by any removal of the Tenant's fixtures.

(3) The Tenant shall, at or immediately before the expiration of the Term, remove its furniture, chattels and other usual tenants' fixtures not forming any part of the structure of the Improvements or any buildings on the Premises and, provided the Tenant is not in default, the Tenant may from time to time remove such tenants' fixtures in the ordinary course of its business or in the event of any Changes made pursuant to this Lease, provided that the Tenant shall, except upon the expiration of the Term, cause the Tenant's fixtures to be replaced with fixtures having a value and utility at least equal to that of the fixtures so removed, considering the need to replace obsolete or defective fixtures and to substitute improved fixtures, and the consequences of any reconstruction, changes and alterations to the Improvements.

7.2 Maintenance and Repair of Premises

The Tenant shall, at its own cost and expense, during the entire Term, keep in good order and condition the Premises, and the appurtenances and equipment thereof, and all fixtures in and appurtenances to the Premises and machinery and equipment used or required in the use of the Premises by the Tenant, whether or not enumerated herein, and shall make any and all necessary repairs, replacements, substitutions, improvements and additions, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, subject to reasonable wear and tear and force majeure as set out in Section 14.1. Such repairs shall be completed in a good and workmanlike manner and shall meet the requirements of municipal or governmental regulations and insurance.

7.3 Inspection by Landlord

The Landlord, its servants, agents and contractors shall be entitled to enter upon the Premises at any time during normal business hours, on reasonable prior notice, for the purpose of inspecting the Premises. The Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord shall take

reasonable precautions and attempt to schedule such inspections so as not to unreasonably interfere with the operation of the Tenant's use and to minimize interference with the Tenant's use and enjoyment of the Premises.

7.4 Major Repairs or Replacements

(1) The Tenant shall not make any repairs, additions, alterations, replacements or improvements ("Changes") to or of any part of the Premises where the Changes materially affect the appearance or character of the Premises and its buildings, without first obtaining the Landlord's written approval, which shall not be unreasonably withheld.

(2) The Changes shall be constructed by the Tenant, without cost to the Landlord, in a good and workmanlike manner, using first-class materials. Before requesting (where required) the Landlord's approval of any Changes, the Tenant shall submit to the Landlord conceptual plans of the proposed Changes for the Landlord's approval. Within thirty (30) days after receiving such plans from the Tenant, the Landlord shall advise the Tenant in writing whether or not it approves of the Changes, and if not, request modifications to such plans and other items. Within thirty (30) days after the Tenant receives the Landlord's request, the Tenant shall submit revised plans and other similar material for the Landlord's approval, and the parties agree to negotiate in good faith to modify the proposed Changes in order to obtain the Landlord's consent thereto within the limits of the Landlord's rights to withhold consent set out in this Section 7.4.

7.5 Waste, Nuisance

The Tenant shall not commit or suffer any waste or injury to the Premises, and shall not use or occupy or permit to be used or occupy the Premises or any part thereof so as to constitute a nuisance or for any illegal or unlawful purpose, nor in any manner which may contravene any lawful restrictions of the use thereof by any municipal or governmental authorities.

7.6 Lien Claims

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

Article 8 — Use, Compliance with Laws

8.1 Use

The Tenant covenants that at all times the use of the Premises shall be solely for the use set out in Section 2.1 and for no other purposes.

8.2 Compliance with Laws

The Tenant covenants that at all times the use of the Premises shall be in conformity with all of the requirements of the zoning by-laws and any other municipal or governmental regulations which may affect the Premises. The Tenant shall comply with all police, fire and sanitary regulations imposed by any municipal or provincial or federal authorities or recommendations or requirements made by fire insurance underwriters, and observe and obey all municipal and governmental regulations governing the conduct of any businesses and operations with respect to the use of the Premises. The Tenant shall indemnify and save the Landlord harmless against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever (including, without limitation, counsel and solicitor's fees on a substantial indemnity basis, reasonable costs of professional advisors, consultants and experts) arising out of non-compliance with or violation of any of the said laws and regulations or from any liability for costs for damage or injury to any person or property resulting therefrom.

8.3 COVID-19 Pandemic

(1) The Tenant shall abide by and follow all public health measures and protocols as required by the local, provincial and/or federal health regulatory authorities in response to a pandemic/COVID-19 pandemic.

(2) The Tenant acknowledges and agrees that in response to a pandemic or a COVID-19 pandemic, the Landlord shall have the right to: (a) impose new rules and regulations related to the Premises; (b) restrict access to the Premises; (c) require the Tenant to decontaminate the Premises; (d) require the Tenant and visitors to be subject to health screening upon entry to the Premises; (e) require the Tenant to participate in emergency drills; and, (f) minimize obligations of the Landlord.

(3) The Landlord shall not be responsible for any claims or liabilities that may be brought against it by the Tenant or any other person or entity as a result of any action or inaction on the part of the Landlord in connection with a pandemic/COVID-19 pandemic.

Article 9 — Insurance and Indemnity

9.1 Tenant's Indemnity

Subject to the Landlord's obligations under this Article 9, throughout the Term the Tenant covenants and agrees to indemnify and save the Landlord harmless against any and

all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever (including, without limitation, counsel and solicitor's fees on a substantial indemnity basis, reasonable costs of professional advisors, consultants and experts) arising from injury to property or injury to any person, firm, partnership or corporation, caused by the use, occupancy or presence of the Tenant or any other person, employee, race participant, spectator, firm, partnership or corporation at, in, on or upon the Premises.

9.2 Tenant's Insurance

(1) The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (i) Comprehensive liability including contractual liability coverage for liability assumed under paragraph 9.1 in an amount not less than \$5,000,000.00 combined single limit.
- (ii) Automobile liability insurance on all motor vehicles owned by the Tenant engaged in the operations of the Tenant which shall include contractual liability coverage for liability assumed under paragraph 9.1 above in an amount not less than \$5,000,000.00 combined single limit.
- (iii) Automobile non-owned liability insurance on all motor vehicles not owned by the Tenant engaged in operations of the Tenant which shall include contractual liability coverage for liability assumed under paragraph 9.1 above in an amount not less than \$5,000,000.00 combined single limit. The Tenant shall provide a copy of the insurance policy to the Landlord upon the execution of this Lease together with a letter from the Tenant's broker stating that the policy will not be terminated, cancelled or altered without prior written thirty (30) days notice by the Broker (Insurer) to the Landlord.

(2) All public liability insurance shall contain a provision for cross liability or severability of interest as between the Landlord and the Tenant. All the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or its contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its contractors, agents or employees. The Tenant shall furnish to the Landlord, upon written request, certificates of all such policies. The Tenant agrees that if the Tenant fails to take out or to keep in force such insurance or provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and to pay the premium thereof and, in such event, the Tenant shall pay to the Landlord the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Rent payable on the first day of the next month following the said payment by the Landlord.

9.3 Insurers

All contracts of insurance required to be maintained under the provisions of this Lease shall be with a company or companies licensed to do business within the province in which the Premises are located and ordinarily engaged, *inter alia*, in the business of insuring against the risks herein described.

9.4 Landlord's Right to Insure

If the Tenant fails to obtain the policies of insurance required hereunder, the Landlord may itself, obtain such policies and shall give the Tenant a notice setting out the amount and dates of payment of all costs and expenses incurred by the Landlord in connection therewith; the Tenant shall pay the same to the Landlord with interest, calculated on the various amounts from the respective dates of payment thereof by the Landlord as provided herein in paragraph 9.2 (2).

9.5 Evidence of Insurance

The Tenant shall furnish the Landlord with certificates or other acceptable evidence of all required insurance promptly upon request. Such insurance shall show the Landlord as a named insured and shall provide for a waiver of subrogation among insureds, and liability insurance shall provide for severability of interests and cross liability among insureds. All proceeds of any insurance shall first be used by the Tenant for the costs of repairing, reconstructing or replacing, as the case may be, the damaged or destroyed portions of the Premises to the standard as required by the Landlord, except as otherwise provided for in this Lease.

9.6 Additional Covenants by Landlord

The Landlord shall insure the property where the Premises is located against damage at replacement cost. In the event of an insurable loss, the proceeds shall be used to replace or restore the damaged property in order to permit a continued operation of the racetrack at the Premises provided the Landlord shall have no financial obligation beyond the application of such proceeds.

Article 10 — Quiet Enjoyment

10.1 Quiet Enjoyment

The Tenant, upon paying the Rent hereby reserved and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term.

Article 11 — Assignment and Subletting

11.1 Assignment and Subletting by Tenant

The Tenant shall not assign this Lease or sublet the whole or any part of the Premises unless the Tenant first obtains the consent of the Landlord in writing, which consent shall be determined at the sole discretion of the Landlord and the Tenant hereby waives the Tenant's right to the benefit of any present or future Act of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.

11.2 Subletting by Tenant

The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

11.3 Status of Tenant after Assignment or Subletting

No assignment or sublease shall release the Tenant from its obligations and covenants under this Lease.

Article 12 — Default

12.1 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- (a) the Tenant has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment has been made or not;
- (b) the Tenant fails to observe or perform any other of the terms, covenants, obligations or conditions of this Lease to be observed or performed by the Tenant under the Lease and,
 - (i) the Landlord has given written notice specifying the nature of the default, steps required to correct it and a time frame as determined by the Landlord acting reasonably to correct the default; and
 - (ii) the Tenant has failed to correct the default as required by the notice;
- (c) The Tenant has
 - (i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
 - (ii) had its property seized or attached in satisfaction of a judgement;
 - (iii) had a receiver appointed;
 - (iv) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property which is not discharged within 60 days of registration;

- (v) without the consent of the Landlord, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies; or
- (vi) taken action if the Tenant is a corporation, with a view of winding up, dissolution or liquidation; or
- (e) Any insurance policy is canceled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums.
- (f)

12.2 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. If the Landlord enters the Lands without notice to the Tenant as to whether it is terminating this Lease under this Section 12.2(a) or proceeding under Section 12.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 12.2(b), 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 shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Premises as agent of the Tenant to do any or all of the following:
 - (i) relet the Premises for whatever length of time and on such terms as the Landlord, in its discretion, may determine, and to receive the Rent therefor;
 - (ii) take possession of any property of the Tenant on the Premises, store such property at the expense and risk of the Tenant, or sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant;
 - (iii) make alterations to the Premises to facilitate their reletting; and
 - (iv) apply the proceeds of any such sale or reletting, first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and, third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment

of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;

- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter upon the Premises for such purposes. No notice of the Landlord's intention to remedy or attempt to remedy such default need be given to the Tenant unless expressly required by this Lease, and the Landlord shall not be liable to the Tenant for any loss, injury or damages caused by acts of the Landlord in remedying or attempting to remedy such default. The Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection therewith;
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises; and
- (e) to recover from the Tenant the full amount of all Rent accrued to the date of default together with Rent accruing to the end of the year, all of which shall immediately become due and payable as accelerated rent.

12.3 Distress

Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Tenant on the Premises at any time shall be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

12.4 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity 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.

12.5 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, by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease 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.

12.6 Waiver

If, when an Act of Default has occurred, the Landlord chooses to waive his right to exercise the remedies available to it under this Lease or at law, the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent the Landlord exercising remedies with respect to a subsequent Act of Default and no covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

Article 13 — Settlement of Disputes

13.1 Settlement by an Expert

Where any dispute arises between the parties hereto as to any matter contemplated by or arising from the terms of this Lease, the parties may determine that the resolution of such dispute ought to be by recourse to a person generally recognized in the business community as having familiarity with and expertise in the matter which is the subject of the dispute (an "Expert"). If either party is of such view, it may give written notice to the other party to that effect, listing its choice of Expert. If, within ten (10) days after delivery of such written notice, the parties are able to agree to the use of an Expert for the resolution of the matter in dispute, to the person or persons to be the Expert(s) for such purpose, and as to the time period within which the Expert(s) is (are) to determine such matter, the matter shall be resolved on such basis and the decision of such Expert(s) shall be final and binding on the parties who shall bear equally the costs related to the procedures. If the parties do not agree to any or all of such items within the prescribed time period, the dispute shall not be resolved by an Expert.

13.2 Disputes Subject to Arbitration

Any dispute arising between the Landlord and the Tenant hereunder where recourse is expressly provided to arbitration, or any other dispute arising between the Landlord and the Tenant with regard to this Lease which the parties jointly determine in writing shall be resolved by arbitration, shall be resolved in accordance with Sections 13.3 and 13.4.

13.3 Initiation of Proceedings

Wherever any arbitration is permitted or required under this Lease, arbitration proceedings shall be commenced by the party desiring arbitration (the "Initiating Party") giving notice to the other party (the "Responding Party") specifying the matter in dispute and requesting that it be resolved. Within ten (10) days of receipt of such notice, the parties shall meet and shall consider whether they wish to have the dispute in question resolved by an Expert pursuant to Section 13.1 (unless the parties have already disagreed as to the

use of an Expert). In the event that, within ten (10) days after such meeting, the parties agree to the use of an Expert and agree to the other matters referred to in Section 13.1, the dispute in question shall be resolved pursuant to Section 13.1. In the event that the parties do not agree as to the use of an Expert within such ten (10) day period, the parties shall attempt to agree upon an arbitration procedure within fifteen (15) days after the expiry of such ten (10) day period. If the parties cannot agree upon an arbitration procedure within such fifteen (15) day period, the Initiating Party shall, by written notice to the Responding Party, designate an arbitrator. The Responding Party shall, within fifteen (15) days thereafter, be entitled to appoint an arbitrator by written notice to the Initiating Party, and the two (2) arbitrators so appointed shall meet and select a third arbitrator acceptable to both of them. If the Responding Party fails to appoint an arbitrator within the fifteen (15) day period, then the arbitration will proceed before the arbitrator appointed by the Initiating Party who will act as a sole arbitrator. If the two (2) arbitrators so appointed are unable to agree upon a third arbitrator, then the Initiating Party shall make an application to the appropriate court pursuant to the *Arbitration Act*, (Ontario) for the selection of a third arbitrator, and the provisions of the *Arbitration Act*, (Ontario) shall govern such selection.

13.4 Arbitration Procedure

When the conditions set out in Section 14.3 have been fulfilled, the resulting arbitration panel shall thereupon proceed to hear the submissions of the parties and shall render a decision within thirty (30) days after the appointment of the third arbitrator, if applicable. The decision of a majority of the arbitration panel shall be deemed to be the decision of the arbitration panel, and that decision shall be final and binding upon the parties and not subject to appeal. The arbitration panel shall have the authority to assess the costs of the arbitration panel against either or both of the parties; however, each party shall bear its own witness and counsel fees.

Article 14 — General

14.1 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God, a pandemic and government restrictions in connection with such events or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 14.1 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

14.2 Effect of Waiver or Forbearance

No waiver by any party hereto of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of

any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party hereto to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Tenant to the Landlord hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Tenant hereby waives the benefit of any statutory or other right in respect of abatement or set off in its favour at the time hereof or at any future time.

14.3 Notices

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

To the Landlord at:
The Corporation of the Township of Laird
R.R. #4
Echo Bay, Ontario P0S 1C0

To the Tenant at the Premises or at:
c/o Lakeway Truck Centre
1230 Great Northern Road
Sault Ste. Marie, ON P6A 5K7
Attention: Donald Varcoe

(2) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

(3) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next business day following if the last day of the period is not a business day.

14.4 Registration

(1) Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register in full this Lease or any Transfer against the Premises and the lands where the Premises is located. The Tenant may register a notice of this Lease provided that:

- (a) a copy of the Lease is not attached; and
- (b) the Landlord gives its prior written approval of the notice or caveat.

(2) Upon the expiration or earlier termination of the Term, the Tenant shall immediately discharge or otherwise vacate any such notice.

14.5 Number, Gender, Effect of Headings

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

14.6 Severability

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

14.7 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties hereto, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties hereto.

14.8 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by the Landlord hereunder.

14.9 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound thereby.

15.10 Governing Law

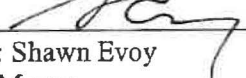
(1) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and each of the parties irrevocably attorns to the jurisdiction of the Courts of Ontario.


(2) A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute, regulations or rule which amends, supplements or supersedes any such statute, regulation or rule.

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next business day following if the last day of the period is not a business day.

IN WITNESS WHEREOF the parties hereto have duly executed this Lease.

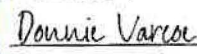
The Corporation of the Township of Laird

Per: 
Name: Shawn Evoy
Title: Mayor

Per: 
Name: Jennifer Errington
Title: Clerk Administrator

c/s

Laird International Raceway Inc.

DocuSigned by:
Per: 
Name: Donnie Varcoe
Title: Track Owner/Promoter

SCHEDULE A

Legal Description



THE CORPORATION OF THE TOWNSHIP OF LAIRD

By-law Number 1099-23

BEING A BY-LAW to confirm proceedings of the meeting of Council, October 5, 2023.

WHEREAS Section 5(3) of the *Municipal Act, R.S.O. 2001*, as amended requires a municipal council to exercise its power by by-law except where otherwise provided;

AND WHEREAS in many cases, action which is taken or authorized to be taken by a Council or a Committee of Council does not lend itself to an individual by-law;

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF LAIRD HEREBY ENACTS AS FOLLOWS:

1. **THAT** the action of the Council at its meeting on October 5, 2023, in respect to each motion, resolution and other action passed and taken by the Council at its said meeting, is, except where prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed.
2. **THAT** the Mayor and the proper officers of the Township are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and to execute all documents as may be necessary and directed to affix the Corporate Seal to all such documents as required.

READ and passed on Open Council this 5th day of October 2023.

Mayor _____
Shawn Evoy

Seal

Clerk _____
Jennifer Errington