

AGREEMENT

Made this 7th day of July 2003,

BETWEEN:

The Corporation of Norfolk County
hereinafter referred to as "Norfolk"

- and -

Lynnwood Arts Centre Corporation
hereinafter referred to as "Lynnwood"

AND WHEREAS Norfolk recognizes the valuable contribution that Lynnwood has made towards raising the quality of life in Norfolk to create exhibitions, education programmes, special events and community outreach activities;

AND WHEREAS Norfolk enters into this Agreement as a means to support and sustain and higher quality of life for the people of Norfolk by the operation of an arts centre at Lynnwood National Historic Site;

The parties hereto acknowledge and agree to:

1. Effective June 30, 2003, Norfolk shall assume and be responsible for all operations of the arts centre at 21 Lynnwood Avenue.
1. Effective June 30, 2003, Lynnwood agrees to convey title to and Norfolk agrees to accept and be responsible for:
 - (a) the entire art collection
 - (b) all office equipment
 - (c) all other contents, including the piano.
2. Lynnwood conveys to Norfolk the art centre operation free and clear of all encumbrances save and except for federal or provincial heritage or historical designations registered thereon and any other provisions contained in this agreement.
3. Lynnwood provides audited financial statements.

4. Lynnwood Arts Foundation agrees to provide monies to cover current debt of Lynnwood.
5. Lynnwood continuing as a dormant corporation for the express purposes of:
 - a) Administration of the Lynnwood Arts Endowment Fund with the assurance that interest generated will be contributed to the operating budget of Lynnwood or any renamed Centre, should funds continue to be available under the new governance model.
 - b) Taking back rent free, the operation of Lynnwood (or any renamed Centre) and the Art Collection should Council decide, at any time in the future, to cease operations of the Arts Centre. In order to ensure continued delivery of Arts programming in the future and recognizing that there is a possibility that Norfolk could cease operation of an Arts Centre upon a 5 year review, it is important that Lynnwood have the necessary facilities to resume the Arts programming. Accordingly, Norfolk agrees that if it ceases operation of an Art Centre, Lynnwood be provided facilities at 21 Lynnwood Avenue, Simcoe, Ontario or such other mutually approved facility rent free and on the terms and conditions of the original Lease which was dated April 1, 2002 between Lynnwood and Norfolk. This simply recognizes that substantial value has been transferred to Norfolk and as a result, Norfolk should revive the Lease terms should these certain events occur.
 - c) Agreeing with Norfolk upon a new location for Lynnwood (or any renamed Centre) in consideration of paragraph 6 (b) and in the event of Lynnwood Historical Building being declared unfit for occupancy and impossible to repair and rebuild as determined by a registered architect or engineer.
6. The transfer of the art collection be with the undertaking of Norfolk not to dispose of the collection either in whole or in part without the consent of Lynnwood, and further that if Norfolk ceases the operation of an Arts Centre, that it will reconvey the collection without charge to Lynnwood or to any such body in Norfolk County which Lynnwood may direct.

7. Lynnwood warranting that the Sports Hall of Recognition is not a tenant, has no right of occupancy in the premises, no tenants rights, and is in fact considered an exhibitor without any rights of access or occupation other than as granted by and controlled by Norfolk.
8. The Acknowledgment dated the 1st day of April 2002, between the Corporation of Norfolk County and Lynnwood Arts Centre becomes null and void.
9. The Lease agreement dated the 1st day of April 2002, between the Corporation of Norfolk County and the Lynnwood Arts Centre becomes null and void.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals

The Corporation of Norfolk County
Per:

(Mayor) *Rita Kalmus*

(Clerk) *Beverly Wood*

Lynnwood Arts Centre Corporation
Per:

(Chair) *Angel Andrews*

(Director) *[Signature]*