

The City of Saint John
15 Market Square
Saint John, NB
E2L 4L1

Board of Trustees of the Lord Beaverbrook Rink at Saint John, Inc.
536 Main Street
Saint John, NB
E2K 1J4

Re: Letter of Intent for the Peter Murray Arena

This Letter of Intent (the “LOI”) will confirm the following general terms upon which the City of Saint John (the “City”), of the first part, and the Board of Trustees of the Lord Beaverbrook Rink at Saint John, Inc. (the “LBR”), of the second part, will adopt a License Agreement (the “License”) to access the Peter Murray Arena (the “Facility”).

In the License, the City will provide access to the Facility to the LBR from approximately July 1st, 2021 through approximately September 30th, 2021 (the “Term”). As compensation, the LBR will pay to the City a monthly fee of between \$17,000 and \$20,000 plus HST.

The City will prepare the Facility with ice prior to the start of the License Term so it can be used for Ice Sports throughout the Term. The City will pay for utilities and contracted services, including to the Facility’s Ice Resurfacer.

The LBR will provide miscellaneous materials such as cleaning supplies for the Facility. The LBR will carry out day-to-day inspection and maintenance activities at the Facility except for work performed by third parties such as contracted work and/or activities provided by specialty labour such as mechanics; the work to be performed by the LBR as opposed to third parties will be clearly defined in the License. The LBR will manage users of the Facility, including users’ access and behavior, and the collection and retention of rental revenues.

The general purpose of the License is that the Facility will be managed by the LBR in a similar fashion as it is currently operated by the City in order to achieve a seamless transition at the expiration of the Term. The LBR will ensure that the Facility is in substantially the same condition as it was at the start of the Term.

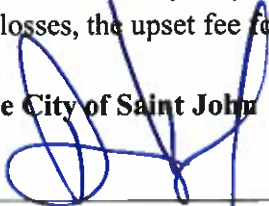
The LBR will be responsible for the creation and execution of inspection, maintenance, safety and supervision plans or any other operational plan related to COVID-19. The LBR will submit said plans to the City for approval prior to the start of the Term and the City will have the right to enter the Facility at any time during the Term to ensure LBR’s compliance with said plans. Further, the LBR will follow the City’s COVID-19 Operational Plan for the Facility at all times.

The City will continue to manage contracts for work required to the Facility by third parties. The LBR will advise the City when such work is required and the City will arrange required resources.

The City will carry out an Orientation for the benefit of LBR. Said Orientation will focus on explaining the differences between the day-to-day inspection and maintenance activities at the Facility as opposed to the Lord Beaverbrook Rink.

COVID-19 restrictions may impact the use of the Facility during the Term. In such event, the LBR may provide seven (7) days written notice of termination of the License to the City. If the LBR exercises this option to terminate the License, the City will refund paid fees on a pro-rated basis. However, the City may charge to the LBR the cost to remove the ice from the Facility to mitigate its losses, the upset fee for said work would not exceed \$5,000.00.

The City of Saint John


Name: Don Darling
Title: Mayor



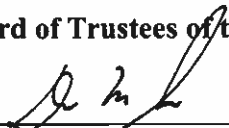

Name: Jonathan A. Taylor
Title: City Clerk

Common Council Resolution:

May 17, 2021

Accepted this 26 day of May, 2021 by

Board of Trustees of the Lord Beaverbrook Rink at Saint John, Inc.


Name: Dr. M. Simon
Title: Chairman, LBR Board