

THIS AGREEMENT dated this 14th day of May,
, 1982.

BETWEEN:

HER MAJESTY THE QUEEN IN THE RIGHT OF THE
PROVINCE OF NOVA SCOTIA, as represented by
the Minister of Government Services -
(hereinafter called "the Province")

OF THE FIRST PART

- and -

CITY OF HALIFAX, a body corporate,
(hereinafter called "the City")

OF THE SECOND PART

- and -

TRADE CENTRE LIMITED, a body corporate,
incorporated under the laws of the Province
of Nova Scotia
(hereinafter called "Trade Centre")

OF THE THIRD PART

WHEREAS Her Majesty, the Queen in the Right
of Canada as represented by the Minister of Industry, Trade
and Commerce, (Canada), entered into an agreement dated
March 28, 1981 with the Province and the City with respect
to financing the cost of the construction of a convention
centre to be erected on a site in the City and County of
Halifax in the Province of Nova Scotia (the Financing
Agreement);

AND WHEREAS Trade Centre is a Crown
Corporation, having an authorized share capital of 40,000
common shares without par value of which 100 shares have
been issued to date and are beneficially owned by the

Province of Nova Scotia, incorporated to plan, market and manage the convention centre and related facilities including an existing sports complex known as Metro Centre;

AND WHEREAS the City and the Province have agreed that the proposed convention centre should also be a world class trade centre providing centralized accommodations for firms carrying on international business and related government agencies;

AND WHEREAS the City and the Province have reached a mutual understanding respecting the financing and construction of the convention and world trade centre;

AND WHEREAS the parties hereto acknowledge and understand that Canada, pursuant to the Financing Agreement dated March 28, 1981, will contribute to the capital costs of the convention centre;

AND WHEREAS this agreement is intended to establish the rights and obligations of the City and the Province with respect, inter alia, to their respective financial contributions to the convention centre and Metro Centre and for the ownership and operation of the same and the role of Trade Centre.

NOW THIS INDENTURE WITNESSETH that in consideration of the mutual covenants, promises and agreements herein contained and other good and valuable consideration the parties hereto agree each with the other as follows:

1.

In this Agreement:

(a) "Canada" means Her Majesty the Queen in the Right of Canada as represented by the Minister of Industry, Trade and Commerce;

(b) "Council" means the elected Council of the City of Halifax;

(c) "City" means the City of Halifax, a body corporate;

(d) "The Convention Centre" means the Convention facilities proposed to be erected on a site in the City and County of Halifax, Province of Nova Scotia pursuant to the Financing Agreement and contemplated by this Agreement;

(e) "Financing Agreement" means that Agreement made between Canada, the Province and the City bearing date the 28th day of March, 1981;

(f) "Metro Centre" means that sports complex known as Metro Centre and located on Brunswick Street in the City and County of Halifax and related facilities;

(g) "Province" means Her Majesty the Queen in the Right of the Province of Nova Scotia as represented by the Minister of Government Services;

(h) "Site No. 1" means that certain piece, block and parcel of land located in the City of Halifax and bounded on the east by Argyle Street, on the north by Duke Street, on the south by George Street, and on the west by Metro Centre;

(i) "Site No. 2" means that certain piece, block and parcel of land owned by the City located in the City of Halifax, currently being used as a parking lot and bounded on the east by Grafton Street, on the north by George Street, on the west by Market Street, and on the south by Prince Street, which lot is commonly known as the Grafton Street Parking Lot;

(j) "Trade Centre" means Trade Centre Limited, a body corporate.

2. The City shall provide funding, by way of grant, to Trade Centre in the capital amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) as its

financial contribution toward the cost of the construction of the Convention Centre to be located on Site No. 1.

3. The City's financial contribution of One Million Five Hundred Thousand Dollars (\$1,500,000.00) toward the cost of the construction of the Convention Centre on Site No. 1 shall be paid to Trade Centre by installments in accordance with the progress of construction as certified from time to time in writing by the Project Architects in the same ratio that the City's said financial contribution is to the proposed capital cost of the Convention Centre.

4. Upon the execution of this Agreement Metro Centre shall be managed and operated by Trade Centre and the City shall continue to finance the operation of Metro Centre, *And all Profits from the Metro Centre shall accrue to the* Notwithstanding the foregoing the financial records and accounts of Metro Centre will be kept separate from those of the Convention Centre. *the accounts of the City.*

5. Pursuant to the Financing Agreement, upon completion of the Convention Centre the City will pay in arrears the first of the per annum payments to the operating deficit of the Convention Centre excluding debt service costs, which payments shall not exceed the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) calculated in 1981 dollars, as adjusted in accordance with the then existing All Items Consumer Price Index for Halifax.

6. Upon the request of Trade Centre, the City shall transfer to Trade Centre Site No. 2 upon payment by Trade Centre to the City of a sum equal to the developmental

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market value of Site No. 2. If the Trade Centre and the City cannot agree on the developmental market value of Site No. 2, then they shall each appoint an appraiser to determine the development market value and if the appraisers so appointed cannot agree they shall between them appoint a third appraiser whose decision as to the developmental market value shall be final and binding. If the two appraisers initially appointed by the City and Trade Centre cannot agree upon a third appraiser or if any other difference or dispute should arise between the City and Trade Centre with respect to this clause then the same shall be submitted to arbitration as hereinafter provided.

7. The City represents, warrants, covenants and agrees:

(a) That it will expeditiously take such procedural action as is necessary to enable it to enter the transaction provided for in this Agreement and the Financing Agreement and that it has sufficient power and authority to convey, and that it shall convey, Site No. 2 to Trade Centre in accordance with the terms and conditions of this Agreement;

(b) That the necessary resolutions of the City will be duly passed at properly convened meetings of the Council and that approval of the Minister of Municipal Affairs will be

sought and that all necessary action has been or will be taken with respect to the sale and ownership of Site No. 2 and the execution of this Agreement;

(c) That all necessary resolutions of Council will be duly passed at properly convened meetings of Council and that such other approvals that may be necessary will be sought or will be obtained to enable the City to transfer to Trade Centre, upon the request of Trade Centre all and any documents, matters and things owned or controlled by Metro Centre which will be necessary to enable Trade Centre to continue to operate and manage both the Convention Centre and Metro Centre in accordance with the provisions of this Agreement;

(d) The City will co-operate with Trade Centre so as to enable it to connect the Convention Centre to sewer, water, electrical, heating, cooling, mechanical steam, sprinkler and control systems, sidewalks, curbs, gutters and other services installed in, and/or relating to Metro Centre and the land underneath the same; PROVIDED

HOWEVER that nothing herein contained shall be construed so as to relieve Trade Centre from paying the costs of connecting these services;

(e) That the City will provide the solicitors for Trade Centre with a legal opinion in form satisfactory to the said solicitors that this Agreement is a legal and binding obligation of the City, enforceable against the City in accordance with its terms.

8. Trade Centre represents, warrants, covenants and agrees:

(a) That so long as the Province or an Agent or a Commissioner thereof holds the majority of issued shares of Trade Centre to appoint four nominees of the city to its Board of Directors;

(b) That it will proceed immediately with the investigation, planning, construction and management of the Convention Centre and further that it will proceed diligently with the construction of the Convention Centre in a good and workmanlike manner using only

qualified personnel and first quality materials.

9. The Province represents, warrants, covenants and agrees that so long as the Province or an Agent or a Commissioner thereof holds the majority of the issued shares of Trade Centre to cause Trade Centre to appoint four nominees of the City to its Board of Directors.

10. The Province and the City further represent, warrant, covenant and agree each with the other and with Trade Centre that the provisions of the Financing Agreement apply and pertain to the provisions of this Agreement and to the incorporation, operation and benefit of Trade Centre and the convention facilities in the Convention Centre.

11. Time shall be of the essence of this Agreement.

12. This Agreement shall enure to the benefit of the parties hereto and their respective successors and assigns.

13. All notices and communications to the parties in connection with this Agreement shall be addressed as follows:

To the Province:

Deputy Minister
Department of Government Services
9th Floor, Maritime Centre
P. O. Box 54
Halifax, Nova Scotia
B3J 2L4

To the City:

The City Clerk
City Hall
P. O. Box 1749
1841 Argyle Street
Halifax, Nova Scotia
B3J 3A5

To Trade Centre:

Trade Centre Limited
Suite 508, Market Mall
Scotia Square
Halifax, Nova Scotia
B3J 3A5

Attention: The President

or to such other address as the parties hereto may advise the others in writing from time to time. Such notices and communications shall effectively be given if sent by letter, or by telegram, or telex, addressed to the intended party at the appropriate address as given in this section and shall be deemed to have been received by the intended party at the time when in the ordinary course the letter, telegram or telex would have reached its destination.

14. If any dispute or difference shall at any time arise between the parties hereto in respect of the construction or interpretation of this Agreement or where arbitration is called for under the terms hereof the same shall be submitted to arbitration pursuant to the Arbitration Act Chapter 12 R.S.N.S. 1967 and any amendments thereto.

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

SIGNED, SEALED and DELIVERED
in the presence of:

) HER MAJESTY THE QUEEN IN
) THE RIGHT OF THE PROVINCE
) OF NOVA SCOTIA

) Per: *[Signature]*

) Per: *[Signature]*

) CITY OF HALIFAX

) Per: *[Signature]*

) Per: *[Signature]*

) TRADE CENTRE LIMITED

) Per: *[Signature]*

) Per: *[Signature]*

Arthur R. Donaldson

