

THIS AGREEMENT made this 15th. day of October, 1990 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM
Hereinafter referred to as the "Lessor"
OF THE FIRST PART

- and -

THE FONTHILL PLATFORM TENNIS CLUB INC.
Hereinafter referred to as the "Lessee"
OF THE SECOND PART

WHEREAS the parties entered into a lease agreement dated November 21st., 1988 (the "Lease Agreement");

AND WHEREAS the Lessee has requested and the Lessor has agreed to contribute a portion of the cost of the installation of the sanitary sewers, water and hydro for the building and courts used by the Lessee as a tennis club (the "Services");

AND WHEREAS it is necessary to increase the amount of rent payable by the Lessee pursuant to the Lease Agreement;

AND WHEREAS both parties wish to amend the Lease Agreement accordingly;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained the parties hereto covenant, promise and agree to as follows:

(1) The Lessor agrees to contribute the payment of a portion of the costs of the installation of the Services provided that the Lessee has submitted to the Lessor valid invoices for all the costs of such installation.

(2) The contribution of the Lessor shall be the sum of FOUR THOUSAND FOUR HUNDRED (\$4,400.00) DOLLARS (the "Contribution") which said amount shall be paid directly to the contractors in accordance with the terms of the invoices or shall be paid to the Lessee if it has paid said invoices and has provided the Lessor with valid proof of payment. In no circumstances shall the Lessor be required to pay any sum greater than the Contribution.

(3) It is agreed that the amount of rent to be paid pursuant to paragraph 2 if the Lease Agreement shall be increased to FIVE HUNDRED AND FIFTY (\$550.00) DOLLARS commencing as of December 19th., 1990 (which is the second anniversary of the Start Date) and all subsequent payments shall be made on those dates as set out in paragraph 2 of the Lease Agreement. These payments shall continue during the initial ten year term (the "Initial Term") of the Lease Agreement. If the Lease Agreement is renewed in accordance with paragraph 4 therein then the amount of rent payable shall be reduced to ONE (\$1.00) DOLLAR unless otherwise mutually agreed.

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(4) In the event that either this agreement is terminated or the Lease Agreement is terminated during the Initial Term or if the Lessee is required to remove, or chooses to remove on its own, the buildings and courts during the Initial Term, then the full amount of rent owing for the remainder of the Initial Term shall become immediately due and payable by the Lessee.

(5) It is acknowledged by both parties that the address of the Lessee was omitted from paragraph 16 of the Lease Agreement and that this address should be:

The Fonthill Platform Tennis Club Inc.
c/o Mr. Ron Ferguson
21 Petronella Parkway
FONTHILL, Ontario
L0S 1E0

(6) This agreement is acknowledged to be an amendment to the Lease Agreement, in accordance with paragraph 18 therein, and all covenants, terms and conditions of the Lease Agreement shall, subject to the amendments contained herein, continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested to by their proper officers authorized in that regard.

(THE CORPORATION OF THE TOWN OF PELHAM
(L. J. Lollins
(MAYOR
(Murray Hackett
(CLERK
(
(THE FONTHILL PLATFORM TENNIS CLUB INC.
(R. Ferguson
(PRESIDENT
(I have the authority to bind the
(Corporation.
(B. Ball
(TREASURER
(I have the authority to bind the
(Corporation.
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