

THIS AGREEMENT made, in triplicate, the 21st day of JUNE, 1993.

B E T W E E N:

THE HIGHLAND HOUSE RESTAURANTS LTD
(Hereinafter called the "Lessee")

of the FIRST PART

-and-

THE CORPORATION OF THE TOWN OF PELHAM
(Hereinafter called the "Town")

of the SECOND PART

WHEREAS the Lessee has applied for and has been granted the right to operate the Food Concession located at Harold Black Park and Fonthill Park.

NOW, THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises, the Lessee covenants and agrees with the Town as follows:

1. The Lessee is hereby given the right during the term of this Agreement to operate the Food Concession at Harold Black Park and Fonthill Park and he is to procure all necessary licences to authorize the operation of such Concessions.
2. The Lessee agrees:
 - (a) to supply all equipment necessary for the proper operation of the described Concessions, and
 - (b) to deposit with the Town Clerk a certified copy of an insurance policy (\$1,000,000.00) where the Town is indemnified and saved harmless against all claims, actions, causes of action, demands, costs and expenses which arise either directly or indirectly by reason of the operation of the described Concessions and the Lessee agrees to keep the said Policy in force during the term of this Agreement, and
 - (c) to submit to the Town one cheque dated June 21, 1993, in the amount of \$83.40 (\$4.17 per day for ten days) for both concessions and three post dated cheques in the amount of \$250.00 (July 1, 1993; August 1, 1993; September 1, 1993) for the Concession Privilege (\$125.00 for each concession).

- (d) to submit payment to the Town on the tenth (10) day following the end of each calendar month 7.5% of the gross revenue received from each concession. The Lessee will also furnish the Town with a complete revenue statement showing a listing of gross revenues received for the previous calendar month.
 - (e) to grant to the Town to have the right, on reasonable notice, to audit the Lessee's books.
 - (f) to submit to the Town's Leisure Services Co-ordinator, a list of hours during which the Concessions will be open. These hours will be agreeable to both parties and posted at each Concession.
 - (g) not to put up or exhibit or permit or allow to be put up or exhibited in or on the Concession any sign, notice, notice board, painting, design or advertisement without the consent in writing of the Leisure Services Co-ordinator of the Town first having been obtained.
 - (h) at his own expense to keep and maintain the Concessions in a clean, sanitary, attractive condition that is satisfactory to the Leisure Services Co-ordinator and the Niagara Regional Health Unit.
 - (i) to regularly dispose of all garbage, waste material and rubbish accumulating in connection with the exercise of the Concessions. At all times ensure that such garbage, waste material and/or rubbish is not dropped or left in or upon any part of the public park property hereinbefore recited, and keep the land surrounding the concessions free from papers, empty boxes, containers and other rubbish and debris of all kinds.
3. In the event of the failure of the Lessee to comply with any of the terms of this Agreement, this Agreement may be terminated by the Town on the giving of ten (10) days written notice.

4. Subject to Section 3 hereof, this Agreement takes effect June 21, 1993 and terminates October 5, 1993. All equipment and supplies of the Lessee must be removed from the Concession buildings by October 9, 1993.

IN WITNESS WHEREOF the Parties hereto have duly executed these presents.

SIGNED, SEALED AND DELIVERED

in the presence of

THE HIGHLAND HOUSE REST. LTD


WITNESS


RENE LAVIOLETTE

**THE CORPORATION OF THE
TOWN OF PELHAM**


MAYOR


CLERK

14168921608 MAINMUDIEACKLES P01
ALLIANZ INSURANCE COMPANY OF CANADA
CORNHILL-CANADIAN PROVINCIAL INSURANCE GROUP
HEAD OFFICE - TORONTO, ONTARIO

CORNHILL INSURANCE COMPANY OF CANADA

CO. NO.

THE CANADIAN PROVINCIAL INSURANCE COMPANY

NUMBER IDENTIFIED INSURING COMPANY
(HEREINAFTER CALLED THE INSURER)

This is to certify to:

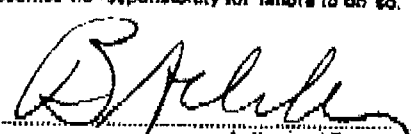
TOWN OF PELHAM

that policies of insurance as herein described have
been issued to the insured named below and are in
force at this date.

Name: THE HIGHLAND HOUSE RESTAURANTS LTD.

Address of Insured - 115 Hwy #20 East,
Fonthill, Ontario

Location and Operations to - Concession Booths at Fonthill Park & Harold Black Park
which this Certificate applies

KIND OF POLICY	POLICY NUMBER	EXPIRY DATE			LIMITS OF LIABILITY	
		D	M	Y		
COMPREHENSIVE GENERAL LIABILITY	CP10003747	23	7	93	\$ 2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY AGGREGATE LIMIT	
Products INCLUDED <input checked="" type="checkbox"/> and/or Completed Operations EXCLUDED <input type="checkbox"/>					EACH OCCURRENCE LIMIT \$	PERSONAL INJURY LIMIT \$
					TENANTS' LEGAL LIABILITY LIMIT \$ 100,000 ANY ONE PREMISES	MEDICAL EXPENSE LIMIT \$ 2500 ANY ONE PERSON
AUTOMOBILE LIABILITY					BODILY INJURY AND PROPERTY DAMAGE COMBINED	
All owned vehicles <input type="checkbox"/> *Specific vehicles only <input type="checkbox"/> Standard Non-Owned <input type="checkbox"/> Hired vehicles <input type="checkbox"/> Leased vehicles <input type="checkbox"/>					*DESCRIBE SPECIFIC VEHICLES	
OTHER (DESCRIBE) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						
Town of Pelham as additional Named Insured						
The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the insurer. The insurer will endeavour to mail to the holder of this Certificate days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.						
Date: June 17, 1993		 Authorized Representative				

FORM NO. 1410 (6-89)

06.17.93 02:10 PM P01