

THIS AGREEMENT made this 22nd day of August, 2016 A.D.

BETWEEN:

FONTHILL GARDENS INC.

Hereinafter called the "Owner"

OF THE FIRST PART

- and -

MERIDIAN CREDIT UNION

Hereinafter called the "Mortgagee"

OF THE SECOND PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter called the "Town"

OF THE THIRD PART

WHEREAS the Owner represents and warrants that it is the owner of the lands in the Town of Pelham described in Schedule 'A' attached hereto (the "Lands");

AND WHEREAS the Town has previous entered into a site plan agreement, dated the 21st day of March, 2016, with Fonthill Gardens Inc.;

AND WHEREAS the Owner has assumed and agreed to be bound by the terms and conditions of the Site Plan Agreement;

AND WHEREAS the Owner is desirous of constructing a one storey building for commercial purposes in accordance with Schedule 'B' attached hereto, being a Site Plan filed in the Town's offices;

AND WHEREAS the Town has agreed to permit the said construction subject to certain terms and conditions;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. The site plan agreement is hereby amended by adding to Schedule 'B' the elevations attached to this agreement.
2. The site plan agreement is hereby further amended by replacing the following clauses:

21. NOTICES

Any notice, demand, acceptance or request provided for in this Agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Town at:

Clerk
Town of Pelham
P. O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

To the Owner at: Fonthill Gardens Inc.
4211 Yonge Street #230
Toronto, ON M2P 2A9

To the Mortgagee: Meridian Credit Union
1567 Niagara Stone Road
Virgil, ON L0S 1T0

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this Section 21. Any notice delivered to the party to whom it is addressed in this Section 21 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.

21. SCHEDULES

The originals of the plan set out in Schedule 'B' are available at the offices of the Town at the address set out in Section 21.

22. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

WITNESS

DAVID AUEL
(printed name)


(signature)

SEP. 8. 2016
(date)

FONTHILL GARDENS INC.

NEIL SOBERMAN
(printed name)



(signature)

SEPTEMBER 8. 2016
(date)

☐ I have the authority to bind the Corporation

WITNESS

Matthew Mahler, Relationship Manager
Meridian Credit Union Limited
Commercial Business Centre
(printed name)


(signature)

AUG 25, 2016
(date)

MERIDIAN CREDIT UNION

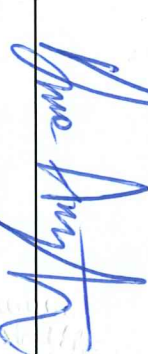
Stephen Otten, Senior Director and Regional Manager
Meridian Credit Union Limited
Commercial Services
(printed name)


(signature)

AUG. 25/16
(date)

☒ I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF
PELHAM


Mayor Dave Augustyn


Clerk Nancy J. Bozzato

SCHEDULE 'A'

LEGAL DESCRIPTION

PIN 64063-0273 (LT)

Block 2 59M-432

SCHEDULE 'B'
ELEVATIONS-PAD 2

Exterior Elevations, A5, prepared by K Paul Architect Inc.,
dated August 2016, revised August 12, 2016.

