

Appendix A - Amendment to Lease

The Lease, as previously approved, includes the following as Section 5.1:

Permitted Use - The Leased Property shall not be used by the Tenant for any purpose other than as a banquet facility with the ability to offer food and beverage events (the "Principal Use"). In carrying out the Principal Use, the Tenant agrees that:

It will comply with all governing policies, bylaws, regulations and conditions that may be imposed from time to time by the Landlord and the Board and, in particular, that the Tenant will comply with the regulations as set out in the food handler's policy of the Board and the SMART serve policies of the Ontario Alcohol and Gaming Commission; and the Tenant will obtain its own liquor license for the sale of alcoholic beverages and must comply with all regulations, bylaws, and policies related to that license.

The Tenant acknowledges that an existing lease of premises in the Horticulture Building (the "Horticulture Building Lease") gives to the tenant thereunder an exclusive right to use the premises leased to it as a permanent liquor licensed venue solely for the purpose of providing live and recorded musical entertainment for standing room crowd capacities of greater than 500 persons but less than 2,999 persons; "permanent use" shall mean continuous marketing and operation for the leased premises for the sole purpose of live musical performances and dancing in the manner set out above, and shall not preclude other events on the lands such as weddings, banquets, or public gatherings which may include dancing and other forms of entertainment (the "Horticulture Building Restriction"). The Tenant acknowledges that in its use and occupation of the Leased Property it is not permitted to violate the Horticulture Building Restriction, and that if it does so it and/or the Board may be exposed to a claim or claims by the tenant under the Horticulture Building Lease, its subtenants, licensees, invitees, successors, assignees and persons or entities having business with one or more of them, and by the Landlord (collectively, the "Claims"). The Tenant agrees to indemnify the Board from every claim whatsoever arising by reason of or in connection with the Claims and to release the Board from every claim whatsoever the Tenant might have against the Landlord arising by reason of or in connection with the Claims. The Tenant acknowledges and agrees that the restrictions outlined in this Section 5.1 apply equally to any events which are held, conducted or otherwise occur in any way using or occupying a combination of the Leased Property leased to the Tenant under this Lease and any other venue located on the Lands whether leased to the Tenant or any other party, and that the Horticulture Building Restriction and the indemnity herein provided will apply to any such combined usage.

The Tenant has requested an amendment to this clause, as follows (proposed added language is in bold text):

Permitted Use - The Leased Property shall not be used by the Tenant for any purpose other than as a banquet facility **and as a private event/function space** with the ability to offer food and beverage events (the "Principal Use"). In carrying out the Principal Use, the Tenant agrees that:

It will comply with all governing policies, bylaws, regulations and conditions that may be imposed from time to time by the Landlord and the Board and, in particular, that the Tenant will comply with the regulations as set out in the food handler's policy of the Board and the SMART serve policies of the Ontario Alcohol and Gaming Commission; and the Tenant will obtain its own liquor license for the sale of alcoholic beverages and must comply with all regulations, bylaws and policies related to that license.

The Tenant acknowledges that an existing lease of premises in the Horticulture Building (the "Horticulture Building Lease") gives to the tenant thereunder an exclusive right to use the premises leased to it as a permanent liquor licensed venue solely for the purpose of providing live and recorded musical entertainment for standing room crowd capacities of greater than 500 persons but less than 2,999 persons; "permanent use" shall mean continuous marketing and operation for the leased premises for the sole purpose of live musical performances and dancing in the manner set out above, and shall not preclude other events on the lands such as weddings, banquets, or public gatherings which may include dancing and other forms of entertainment (the "Horticulture Building Restriction"). The Tenant acknowledges that in its use and occupation of the Leased Property it is not permitted to violate the Horticulture Building Restriction, and that if it does so it and/or the Board may be exposed to a claim or claims by the tenant under the Horticulture Building Lease, its subtenants, licensees, invitees, successors, assignees and persons or entities having business with one or more of them, and by the Landlord (collectively, the "Claims"). The Tenant agrees to indemnify the Board from every claim whatsoever arising by reason of or in connection with the Claims and to release the Board from every claim whatsoever the Tenant might have against the Landlord arising by reason of or in connection with the Claims. The Tenant acknowledges and agrees that the restrictions outlined in this Section 5.1 apply equally to any events which are held, conducted or otherwise occur in any way using or occupying a combination of the Leased Property leased to the Tenant under this Lease and any other venue located on the Lands whether leased to the Tenant or any other party, and that the Horticulture Building Restriction and the indemnity herein provided will apply to any such combined usage.