

THIS INDENTURE made in duplicate the 1st day of November, 1999.

In Pursuance of the Short Forms of Leases Act

BETWEEN:

THE CORPORATION OF THE TOWN OF DUNNVILLE
hereinafter called the "Lessor"

OF THE FIRST PART

and

THE DUNNVILLE SOCCER PARK CORPORATION and
HALIDMAND YOUTH SOCCER CLUB
hereinafter called the "Lessee"

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee to be paid, observed and performed, the said Lessor hath demised and leased and by these presents DOTH demise and LEASE unto the said Lessee ALL THAT messuage and tenement located in the following municipality, namely,

in the Town of Dunnville, in the Regional Municipality of Haldimand-Norfolk, in the former geographical Township of Moulton, formerly in the County of Haldimand and Province of Ontario,

and being composed of that part of Lot 5, in the Second Range from the Grand River, in the said former Township, containing about 16 acres and being parcel 1 on the sketch attached hereto as Appendix "A"

(hereinafter called the "premises"), upon the following terms and conditions:

TO HAVE AND TO HOLD the premises for and during the term of

Thirty-nine years, five months

to be computed from the 1st day of November, 1999, and ending on the 31st day of March, 2039.

YIELDING AND PAYING unto the said Lessor the total sum of \$40.00 of lawful money of Canada, the receipt of which is hereby acknowledged by the Lessor, and the Lessor therefore agrees that all rent payable by the Lessee for the entire term of this lease has been paid by the Lessee to the Lessor.

THE LESSEE covenants with the Lessor:

to pay rent

not to assign or sublet without the consent of the Lessor, which may be unreasonably withheld, provided that the Lessee may assign or sublet to another soccer organization for youth living in the Dunnville area, with the consent of the Lessor which will not be unreasonably withheld

to actively and diligently use and occupy the said premises during the soccer season when weather permits, as a sports facility for soccer and other soccer related activities, including a food stand, and not to carry on or permit to be carried on thereon any trade or business other than those directly related to a soccer facility

PROVISO for re-entry by the Lessor on non-performance of covenants, provided that such re-entry shall, at all times, be in accordance with the provisions of the Commercial Tenancies Act.

PROVIDED that, if the term hereby granted shall be at any time seized or taken in execution or attachment, by any creditor of both Lessees, or if both Lessees shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of an Act that may be in force for bankrupt or insolvent debtors, the then current rent, shall immediately become due and payable, all subject to the provisions of the Commercial Tenancies Act, as amended.

THE LESSOR covenants with the said Lessee for quiet enjoyment, except as otherwise provided herein.

IT IS HEREBY agreed between the parties hereto that if, upon the determination of the lease by effluxion of time, the Lessor permits the Lessee to remain in possession of the premises and accepts rents in respect thereto, a tenancy from month to month shall be created by implication of law, and the Lessee shall be deemed to be a monthly tenant.

THE LESSEE also covenants not to knowingly allow consumption of alcohol nor the use of illegal drugs upon the premises by any person at any time.

THE LESSOR AND THE LESSEE agree that the sale of alcohol shall only be allowed on the premises during properly licenced and policed events.

THE LESSEE agrees to be totally responsible, financially and otherwise, for the construction of the soccer playing fields and all other improvements to the premises. The Lessee also agrees that it shall not construct any soccer playing fields, entranceways, roadways, buildings, nor any other improvements on the premises without the Lessor first approving the location, design and layout of any such improvements, which approval shall not be unreasonably withheld by the Lessor.

THE LESSOR agrees that the Lessor shall be solely responsible for the maintenance of the soccer playing fields, including the roadways, parking lots, permanent goal posts, and bleachers, upon them being constructed by the Lessee respectively, except as hereinafter provided. The Lessor shall not be responsible for maintaining any buildings built on the premises by the Lessee, nor shall the Lessor be responsible for the lining of the soccer playing fields. The maintenance to be performed by the Lessor shall be at no cost to the Lessee and shall include grass cutting, trimming, portable toilets and garbage removal, provided that the Lessee agrees to be responsible for the picking up of all garbage and refuse, and placing it in proper garbage containers, on a regular basis, and prior to each grass cutting by the Lessor. The Lessee agrees not to dispose of any garbage or refuse in any manner other than the placing of it in garbage bins to be provided by the Lessor.

THE LESSOR agrees that the Lessee shall not be required to pay rent, other than the \$40.00, mentioned above, or any fees for the use of the premises, from time to time, provided that the Lessee has paid all of the capital costs of improving the premises and constructing the soccer fields and related improvements to the property.

THE LESSEE shall be entitled to retain all revenue from the sale of food or beverages on the premises.

THE LESSEE agrees to obtain all necessary permits for the improvements to be made by it to the premises, and also agrees to comply with all local and other by-laws and regulations in this regard.

THE LESSEE shall be solely responsible for the scheduling of the use of the facility. The Lessee agrees to keep the Community Services Department of the Lessor informed as to those times of each week that the Lessee is actually using the premises, from time to time.

THE LESSEE shall give the Lessor prompt written notice of any accident occurring on any part of the premises.

DURING THE TERM of this lease and any renewals thereof, the Lessee shall insure or cause to be insured at its own cost and expense and shall take out and keep in force, public liability and property damage liability insurance in respect of the premises (naming the Lessor and the Lessee as named insureds), in the amount of at least \$2,000,000.00, for injury or damage to one person; and \$2,000,000.00 for injury or damage arising out of one accident, the whole with recognized insurance companies acceptable to the Lessor. The Lessee shall furnish to the Lessor copies of the insurance policies covering the above risks. Should the Lessee fail to keep such insurance in full force, the Lessor shall have the right, after 48 hours' written notice to the Lessee, to effect such insurance at the cost of the Lessee, without prejudice to any other rights and recourses of the Lessor hereunder.

THE LESSEE shall require as a condition of the aforementioned policies that the insurer give 15 days' prior written notice to the Lessor before cancellation of any such policy.

THE LESSOR shall not, in any event whatsoever, be liable or responsible in any way for any personal injury or death that may be suffered or sustained by any employee, agent or customer of the Lessee or any third person who may be upon the leased premises or for any loss of or damage or injury to any property belonging to any of such persons.

THE LESSEE agrees that it will indemnify and save the Lessor harmless from and against all liabilities, fines, suits, claims, demands and actions of any kind or nature arising out of the non-performance by the Lessee of any covenant herein contained or arising out of any injury or death resulting from, occasioned to or suffered by any person or persons or any damage to any property by reason of any act, neglect or default on the part of the Lessee or any of its agents, employees, licenses, visitors or customers or by reason of the use, occupation or operation of the premises by the Lessee.

THE LESSOR AND THE LESSEE shall each have the right to terminate this lease by giving the other party one hundred eighty (180) days written notice of such termination. In the event that this lease is terminated by either party, all monies owing by either party to the other shall be prorated on a daily basis, if applicable, to the date of termination.

IN THE EVENT that the Lessor terminates this lease at any time during its term, the Lessor agrees to provide, at its own expense, another reasonably similar soccer facility, including all improvements, buildings, drainage, grass and landscaping, at another location in the Town of Dunnville, provided that the Lessor shall not be required to provide any part of such alternate soccer facility which cannot be provided by the Lessor with reasonable due diligence and expense.

THE PARTIES AGREE that all improvements made to, and buildings or other structures built on, the premises shall belong to the Lessor at all times, and shall not be removed from the premises by the Lessee at any time during, or at the expiration or termination of, the term of the lease.

ALL NOTICES, requests, demands or other communications (collectively, "Notices") by the terms hereof required or permitted to be given by one party to the other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, or by facsimile transmission to such other party as follows:

- (a) To the first Lessee at: The Dunnville Soccer Park Corporation
P.O. Box 284
Dunnville, Ontario
N1A 2X5
- (b) To the second Lessor at: Haldimand Youth Soccer Club
P.O. Box 746
Cayuga, Ontario
N0A 1E0

(c) To the Lessor at:

The Corporation of the Town of Dunnville
P.O. Box 187, 111 Broad Street East
Dunnville, Ontario
N1A 2X5

Fax: (905) 774-4294

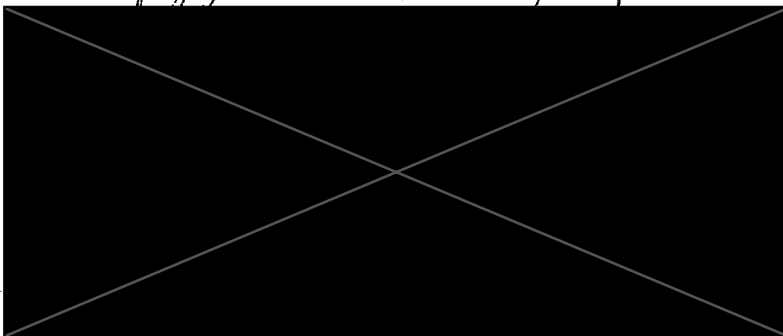
or at such other address or facsimile number as may be given by such party to the other party hereto in writing from time to time.

ALL SUCH NOTICES shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

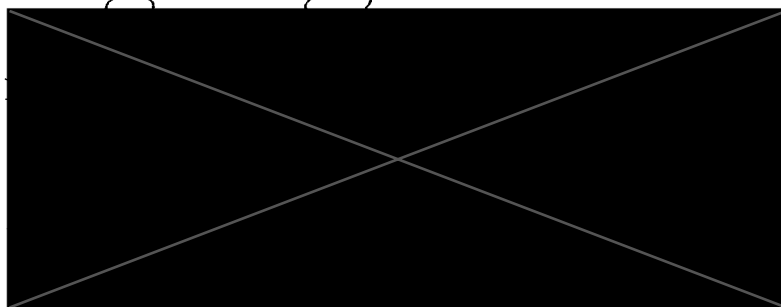
IT IS HEREBY declared and agreed that the expressions "Lessor" and "Lessee", wherever used in this Indenture, shall, when the context allows, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this lease.

THE CORPORATION OF THE TOWN OF DUNNVILLE



THE DUNNVILLE SOCCER PARK CORPORATION



HALDIMAND YOUTH SOCCER CLUB

