

Schedule "A"

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made this 14th day of July, 2025.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

1848626 ONTARIO INC O/A ICEBREAKERS SPORTS BAR AND GRILL

(hereinafter referred to as "Tenant")

WHEREAS the City and the Tenant entered into an Agreement dated the 1st day of September 2018, as approved by City Council pursuant to By-law 2018-179;

AND WHEREAS the Tenant, formally known as Jody Wilson, carrying on business as Icebreakers Sports Bar and Grill is now registered as 1848626 Ontario Inc O/A Icebreakers Sports Bar and Grill.

AND WHEREAS Subsection 12 b) of the aforesaid Lease permits the Lease to be modified by written agreement signed by the parties hereto;

AND WHEREAS the parties hereto wish to make certain amendments to the Lease in accordance with the provisions set forth below;

NOW THEREFORE THIS AMENDING LEASE WITNESSETH that in consideration of the promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Section 3 b) iv) is added below section 3) b) iii):

Grease trap storage and maintenance:

- a. The Tenant shall be solely responsible, at the Tenant's sole expense, for the proper care, cleaning, maintenance, and repair of the grease traps and any piping for the Demised Area impacted by grease. Tenant, at Tenant's sole expense, shall cause such grease traps to be cleaned at least once every three (3) months and maintained so as to prevent the discharge of any grease into the waste system of the John Rhodes Community Centre. The Tenant shall be able to produce records supporting the proper care, cleaning and maintenance of the grease traps upon demand by the Landlord. The Tenant shall be responsible for all loss occurred by the Landlord, including but not limited to programming, because of improper maintenance of the grease traps by the Tenant.

2. Section 3 e), is added:

Tenant not to unreasonably withhold the meeting rooms:

- a. Despite being include within the Demised Area, the Tenant shall not unreasonably without access to the Landlord or other facilitate users of the meeting room as depicted in Schedule A of this extension agreement.

3. Section 2 a) is removed and replaced with

Term:

- a. The Landlord hereby demises and leases the Demised Area to the Tenant for a term of Five (5) years commencing October 1, 2025, and expiring October 31, 2030, on the terms and conditions set out in this lease.

b. Section 2 b) is removed.

4. All other terms and conditions as set out in the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amending Agreement effective as of the date written above.

**THE CORPORATION OF THE CITY OF SAULT
STE. MARIE**

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

We have authority to bind the Corporation.

ICEBREAKERS SPORTS BAR & GRILL

JODY WILSON

O/A ICEBREAKERS SPORTS BAR & GRILL

Schedule A

