

## MEMORANDUM OF AGREEMENT

Between

Mill Bay Community League Society (the "Licensor")

And

Mill Bay Community Tennis League Society (the "Licensee")

The parties agree as follows:

1. This memo will supersede the agreement dated October 7, 2022 and any other previous agreements between the two parties.
2. The Licensor is the owner of the tennis courts and grants to the Licensee and its members and guests exclusive use of the tennis courts at times agreed upon between the Licensor and the Licensee. The licensee recognizes that the general public is entitled to use the tennis courts outside the agreed upon times.
3. The Licensee has exclusive use of the tennis courts seven days a week during the hours of 8:00am to 1:00pm (Licensee Hours).
4. The Licensee shall be responsible for cleaning, maintaining and taking care of the tennis courts during the term of this agreement.
5. Any improvement or expenditure for improvement or material alteration to the tennis courts shall be subject to the prior written approval of the Licensor.
6. The Licensor retains the right to make any improvements or material alteration to the tennis courts as needed but will give written notice to the Licensee in a timely manner.

7. The Licensee shall be entitled to organize its own internal constitution, bylaws and rules and to administer its own procedures.
8. The Licensee will obtain and sustain third-party liability insurance to cover the Licensee's tennis activities. The insurance purchased will cover a minimum of (\$2mm) two million per claim, and a copy of this policy will be provided to the Licensor.
9. The Licensor will obtain and sustain its own insurance to cover use of the courts outside the time used by the Licensee.
10. The Licensee may reserve the tennis courts for additional hours beyond the specified Licensee Hours for the purposes of holding tournaments on a total of eight calendar days per year. Tournaments may be scheduled to run consecutively to the limit or any way the licensee deems fit as long as the number of tournament days do not exceed the maximum agreed number.
11. Notice of the exclusive use of the tennis courts outside the agreed Licensee Hours for tournaments will be posted 7 days in advance on the locked door. The notice will include date(s) and scheduled time of tournament play.

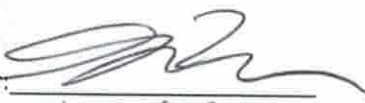
**12. Failure to Maintain**

If the Licensee fails to adequately clean, maintain and take care of the tennis courts as required under this Agreement, and such failure continues for thirty (30) days after written notice from the Licensor, this Agreement shall be deemed null and void at the option of the Licensor.

13. This agreement will commence on 10th of October 2025 and continue for a period of 10 years.

MBCL (Licensor)

MBTCS (Licensee)

Per: 

Date: 10 Oct 2025

Shane Ryan President MBCL

Per: 

Date: 10/0ct/2025

Jurgen Duewel President MBTCS