

COPY

**EXTENSION OF LEASE AGREEMENT
BY AND BETWEEN WAREHAM ECONOMIC DEVELOPMENT AND
INDUSTRIAL CORPORATION AND ONSET BAY GOLF, INC.**

LESSOR: WAREHAM COMMUNITY AND ECONOMIC DEVELOPMENT AUTHORITY, formerly known as the WAREHAM ECONOMIC DEVELOPMENT AND INDUSTRIAL CORPORATION, its heirs, successors and assigns;

LESSEE: MLG GOLF, LLC, its heirs, successors and assigns;

PREMISES: Approximately 5,440 square foot building, formerly known as the Wareham Golf Course Club House on one (1) acre of land located on Bay Pointe Drive off Onset Avenue in Onset, Massachusetts, together with a license over the approximately one (1) acre adjacent parcel to be used by Lessee for the purpose of parking, said adjacent parcel being shown as "Parking Area" on the plan attached as "Exhibit A" hereto.

WHEREAS the Lessor and Lessee by this agreement desire to further amend and extend the Lease Agreement previously amended by the Amendment to Lease Agreement By and Between Wareham Economic Development and Industrial Corporation and Onset Bay Golf, Inc., dated August 25, 2006 and recorded in the Plymouth County Registry of Deeds in Book 33358, Page 300 (the "Lease Agreement").

NOW THEREFORE, the Lessor and the Lessee, in mutual consideration of the covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, covenant and agree as follows:

1. The term of the Lease Agreement shall be extended until December 31, 2018 (the "Termination Date") unless the parties hereto (and their successors and assigns) mutually agree to extend such Termination Date.

2. The Lease Amendment can be terminated by the Lessor or Lessee with ninety (90) days notice provided the so-called "development parcel" upon which the leased premises sits is sold or leased to a third party. This paragraph is not intended to affect or modify any other agreement between the parties that may pertain to such sale or lease.

3. Pursuant to the Note dated April 1, 2010, Lessee and its cosigner Mark A. Gibson have agreed to pay to Lessor the sum of \$36,000.00 over three years, without interest, in regular monthly installments of \$1,000.00. The purpose of this Note is to arrange for the payment of rent owed for the term from January 1, 2009 through March 14, 2010. The Lessor hereby waives any claim that the failure to timely pay rent during this term constitutes a default of the Lease Agreement; provided, however, that performance by Lessee or its cosigner of the terms of the Note is hereby made a term of the Lease Agreement, and any default under the terms

of the Note also shall be considered a default under the Lease Agreement. Accordingly, in the event that Lessee and its cosigner fails to make payment of any installment pursuant to the terms of the Note and such default shall continue for ten (10) days after written notice thereof, then Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of the lease ended, and remove the Lessee's effects without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Lessee shall indemnify the Lessor against all loss of rent and other payments that the Lessor may incur by reason of such termination during the residue of the term.

4. Lessee shall immediately upon execution of this Lease Amendment deliver to Lessor the rental payment of \$7,200 for the quarter of 2010 beginning March 15, and the initial payment of \$1,000 pursuant to the Note.

5. Except as expressly amended by the foregoing, the terms of the Lease Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and the Lessee have hereunto set their respective hands and seals as of the 1st day of April, 2010.

The Wareham Community and
Economic Development Authority
By Its Board of Officers

John F. Connerly, Chair

Shandra Besse

Walter A. Star

David A. Smith

Jeffrey

MLG Golf, LLC

Mark A. Gibson

Mark A. Gibson, Manager
MLG Golf, LLC

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

On this day of , 2010, before me, the undersigned notary public, personally appeared Jan P. Commeyton, Sandra Beale, Mark Dechenmayer, David Smith, Joan Jeffries, Members of the Board of Officers of the Wareham

Community and Economic Development Authority and proved to me through satisfactory evidence of identification, which were , to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



ROBERT L. DEVIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 29, 2015

[Signature]

Notary Public:
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

On this 12th day of April, 2010, before me, the undersigned Notary Public, personally appeared the above-named Mark A. Gibson, Manager of MLG Golf, LLC, proved to me by satisfactory evidence of identification, which was

MLA Driver License, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose as the duly authorized Manager of MLG Golf, LLC.

[Signature]

Notary Public
My Commission expires:



ROBERT L. DEVIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 29, 2015