

**ADDENDUM TO AGREEMENT OF LEASE**

**THIS ADDENDUM** made this \_\_\_ day of \_\_\_\_\_, 2023, by and between the **BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN** (hereinafter called “Lessor”) and **SPORTS ENTERPRISES, INC.**, a non-profit organization (hereinafter called “Lessee”).

**BACKGROUND:**

- A. Lessor and Lessee entered into a Lease dated January 24, 2017, for property owned by Lessor known as Sundstrom Field (hereinafter called “Lease”).
- B. Lessor and Lessee wish to amend the Lease Agreement.
- C. Lessor and Lessee agree to execute this Addendum to modify and amend Paragraph 1 of the Lease.

**NOW, THEREFORE**, intending to be legally bound, the parties hereby agree as follows:

- 1. The Background provisions above described are hereby incorporated into this Addendum by reference.
- 2. Subparagraphs 1(A), 1(B), 1(D), and 1(G) of the Lease are hereby amended to read as follows:
  - 1(A) Lessee shall have the use of the premises at all times during the term of this lease except as noted in the following Paragraph but said use shall be restricted for recreational purposes primarily to benefit and serve residents of the Borough of Pottstown. Specifically, Lessee shall field baseball teams associated with the American Legion Leagues.
  - 1(B) Lessee shall agree to allow Lessor to use the field and related facilities without charge when requested except during regularly scheduled games and practices. Specifically, Lessee agrees in advance to allow Lessor to use the field and related

facilities every June for a full week of Lessor's choice beginning at 12:01 am Thursday morning and concluding 12:01 am Tuesday morning for the Pottstown Rumble Volleyball Tournament, and in doing so shall not allow for the scheduling of any games, practices or other events for the premises during said weekend. When utilized for the Pottstown Rumble Volleyball Tournament, Lessee shall receive a field use fee in the amount of \$1,200.00. In the event that the facility use on behalf of the Pottstown Rumble Volleyball Tournament results in more than two 6-hour periods of nighttime field lighting use (12 hours), Lessee shall receive a field use fee in the amount of \$1,400.00

1(D) Lessee has the right to allow other organizations, including but not limited to, the Pine Ford Little League, to use the premises for recreational purposes only after receiving permission from the Lessor, which shall not be unreasonably withheld.

1(G) In the event that Lessee fails to actively use said demised premises for a complete season or if Lessee fails to demonstrate to Lessor's reasonable satisfaction that the use of the premises primarily benefits Pottstown residents, said conduct shall result in termination and forfeiture of this lease.

3. To the extent not inconsistent with this Addendum, all other conditions of the Lease dated January 24, 2017, are hereby ratified and confirmed and shall remain in full force and effect. A true and correct copy of the Lease is attached hereto, marked as Exhibit A.

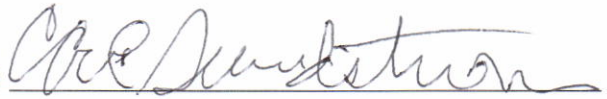
**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum the day and year first above written and intent to be legally bound hereby.

**LESSOR:  
BOROUGH OF POTTSTOWN**

BY: \_\_\_\_\_  
Dan Weand, President

ATTEST: \_\_\_\_\_  
Virginia L. Takach, Secretary

**LESSEE:**  
**SPORTS ENTERPRISES, INC.**

BY:  \_\_\_\_\_  
President

ATTEST: \_\_\_\_\_  
Secretary