

EXHIBIT A

FIRST AMENDMENT TO WADE STADIUM LEASE AGREEMENT BETWEEN THE CITY OF DULUTH, NORTHWOODS LEAGUE, INC. AND RPK BASEBALL, LLC

The Lease Agreement #22581 ("Lease Agreement") between the City of Duluth ("City"), Northwoods League, Inc. ("Northwoods League"), and RPK Baseball, LLC, d/b/a Duluth Huskies Baseball Club ("RPK") (hereinafter collectively referred to as the "Parties") is amended as set forth below. Capitalized terms used in this Amendment, but not defined herein, shall have the same meaning ascribed to them as in the Lease Agreement.

WHEREAS, the Parties wish to amend the Lease Agreement to: (a) reduce the Annual Contribution and (b) provide for the payment of taxes and related charges arising of Northwoods League and RPK's use of the Stadium.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the Parties agree to amend the Lease Agreement as follows:

A. Section V(B)(1) is amended as follows (deleting the strike-through language and adding the underlined language):

During the Term of this Lease Agreement, RPK, or its assigns, shall provide ~~Twenty-five Thousand and no/100ths dollars (\$25,000.00)~~ Twenty Thousand and no/100ths dollars (\$20,000.00) in capital improvements in actual expenditures for improvements to the Stadium that benefit all Stadium users.

B. Section V(B)(2) is amended as follows (deleting the strike-through language and adding the underlined language):

RPK shall carry out the provisions of this Section by depositing ~~Five~~ Four Thousand and no/100ths dollars (~~\$5,000~~) (\$4,000.00) annually to the City in each year of this agreement no later than December 1 of each calendar year ("Annual Contribution"). Said Annual Contribution shall be deposited into the City's Special Leagues Fund 210-030-3190-4625-04 and specifically earmarked for improvements at the Stadium.

C. Section XXIV is added to the Lease Agreement as follows:

XXIV. Taxes.

RPK, or Northwoods League should it assume all of the terms and obligations of the Lease Agreement pursuant to its Section III. B, hereby agrees to pay such taxes as are required for leases of this sort under Minnesota state law that arise because of, out of, or in the course of RPK or Northwoods League's lease, operation, and activities under this Lease Agreement, including sales and

personal property taxes, if applicable. It is further agreed that City may pay the same on behalf of RPK or Northwoods League and may collect the same from the RPK or its successor or assigns, if necessary. RPK and its successor or assigns shall further be obligated to collect and/or pay any sales taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date.

Except as specifically amended pursuant to this First Amendment, the Lease Agreement remains in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Lease Agreement, the provisions of the First Amendment shall govern.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and date first shown below.

CITY OF DULUTH

RPK BASEBALL, LLC
d/b/a/ The Duluth Huskies Baseball Club

By: _____
Mayor

By: Michael S Rosenzweig

Its: President

Attest: _____
City Clerk

Printed Name: Michael S Rosenzweig

Dated: _____

Countersigned:

NORTHWOODS LEAGUE, INC.

City Auditor

By: Gary Hoover

Its: President

Printed Name: GARY HOOVER

Approved as to form:

City Attorney