

**FIRST AMENDMENT TO  
LEASE AND OPERATION AGREEMENT  
BETWEEN THE CITY OF DULUTH  
AND DULUTH FRIENDS OF TENNIS, INC.**

WHEREAS, this FIRST AMENDMENT TO LEASE AND OPERATION AGREEMENT (this “First Amendment”) is entered into by and between the City of Duluth, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”) and DULUTH FRIENDS OF TENNIS, INC., a Minnesota non-profit corporation (“DFOT”).

WHEREAS, the parties entered into a Lease and Operation Agreement dated September 16, 2013 (the “Agreement”), which provides for the operation, management, and use of certain portions of the Longview Courts (as defined in the Lease and Operation Agreement) by DFOT for the advancement of its Mission (as defined in the Lease and Operation Agreement).

WHEREAS, the Agreement may, by its terms, be amended by written agreement and upon approval by resolution of City Council; and

WHEREAS, the Term of the Agreement is set to expire on December 31, 2023; and

WHEREAS, both parties desire to extend the Term of the agreement for one (1) additional year.

NOW, THEREFORE, the City and DFOT agree to amend the Agreement as follows:

In this First Amendment, the deleted items will be ~~struck out~~ and added terms will be underlined.

I. That the first paragraph of Section 3 of the Agreement will be amended as follows:

**3 Term and Termination of Agreement:**

This Agreement shall begin on the Effective date, and shall terminate on ~~December 31, 2023~~ December 31, 2024, unless earlier terminated as provided for herein. Either party may terminate this Agreement with or without cause by providing sixty (60) days written notice to the other party. Considering the seasonal nature and use of the Premises, DFOT shall annually staff and operate the Premises between the approximate dates of May 15 and September 15, weather permitting (the “Operating Season”). DFOT may extend the Operating Season by a one (1) month period on either side of the Operating Season if DFOT determines in good faith that the extension of Operating will benefit both the users of the Premises and DFOT. Any extension beyond the forgoing 1 month period must have the prior written approval of the Manager. Notwithstanding the seasonal nature and use of the Premises, DFOT shall respond to inquiries on a year-round basis.

II. This First Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon,

Exhibit A

but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (.pdf), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

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

IN WITNESS WHEREOF, the City and DFOT have executed this First Amendment as indicated below.

CITY OF DULUTH

DULUTH FRIENDS OF TENNIS, INC.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Dated: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney