

10-719C

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is entered into this 30 day of September 2015 by the City of Pleasanton ("City") and Lifetime Tennis, Inc. a California corporation ("Lifetime").

Whereas, on January 1, 2011 the City and Lifetime entered into Operator Agreement for tennis services ("Agreement"); and

Whereas, while the Agreement's term (§2.01) expires on December 31, 2016, the schedule for compensation (§7.0) omitted compensation rates for 1/1/16 – 12/31/16, and

Whereas, the parties desire to amend to the Agreement to clarify compensation for this 1/1/16 to 12/31/16 period, and also desire to have compensation alternatives for this period depending upon whether two additional courts are constructed and put into service.

NOW, THEREFORE, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Section 7.0 of the Agreement, "Compensation" is amended to add:

f) January 1, 2016 – December 31, 2016 - Compensation shall be 10% of all revenue up to \$525,000; and 5% of all gross revenue over \$525,000 shall be paid to the City;

- 2. All other terms and conditions of the Agreement shall remain in full force and effect.

This First Amendment is executed as of the date written above.

City of Pleasanton

[Handwritten signature of Nelson Fialho]

Nelson Fialho, City Manager

Lifetime Tennis, Inc.

By: [Handwritten signature of Dana Gill]

Signature

[Handwritten name: DANA GILL]

Print name

Title: [Handwritten name: PRESIDENT]

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]

ATTEST:

[Handwritten signature of Karen Diaz]

Karen Diaz, City Clerk

APPROVED AS TO FORM:

[Handwritten signature of Jonathan P. Lowell]

Jonathan P. Lowell, City Attorney

By: _____

Signature

Print name

Title: _____