

**SECOND ADDENDUM TO PROGRAM AGREEMENT
DULUTH HERITAGE SPORTS CENTER – DULUTH SCHOOL DISTRICT**

This SECOND Addendum to Program Agreement (“**Addendum**”) is between Duluth Heritage Sports Center, a Minnesota non-profit corporation (the “**Center**”) and Independent School District 709, Duluth, Minnesota (the “**District**”).

RECITALS

A. Under date of June __, 2007, the parties entered into a Program Agreement (the “**Agreement**”) a true and correct copy of which is attached and made a part of this Addendum. The Agreement was previously amended by a First Addendum to Program Agreement.

B. The parties now desire to amend and supplement the Agreement as provided in this Addendum.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises set forth below and in the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Center and the District agree to amend and supplement the agreement in the following respects (with capitalized terms below not defined in this Addendum having the meanings set forth in the Agreement):

1. Of the 586 Exclusive Use Hours for the District, the District shall be provided scheduling priority for the following Exclusive Use Hours from October 1 of each year through March 31 of the following year:

(a) Practices:

(1) 3:45 o’clock p.m. to 6:30 o’clock p.m. on each weekday, Monday through Friday for Sill Arena and 4:00 o’clock p.m. to 6:45 o’clock p.m. on each weekday, Monday through Friday, for Seitz Arena.

(2) 7:00 o’clock p.m. to 9:45 o’clock p.m. on each weekday, Monday through Friday. This is for the use of either Sill Arena or Seitz Arena but not for concurrent use of both Arenas. Assignment of the Arena to be used will be made by the Center.

(3) 6:00 o’clock a.m. to 9:00 o’clock a.m. on each Saturday. This is for concurrent use of Sill Arena and Seitz Arena except on those Saturdays when the District has scheduled games in Sill Arena. When such games are scheduled, the use of the practice hours defined in this section (a) (3) is limited to Seitz Arena only.

(b) Games:

(1) 5:30 o'clock p.m. to 9:30 o'clock p.m. or from 6:00 o'clock p.m. to 10:00 o'clock p.m. on selected Tuesdays and Thursdays. This applies to concurrent use of both Sill Arena and Seitz Arena.

(2) 5:30 o'clock p.m. to 9:30 o'clock p.m. or from 6:00 o'clock p.m. to 10:00 o'clock p.m. on selected Fridays for high school hockey games. This applies to concurrent use of both Sill Arena and Seitz Arena, except as otherwise stipulated in section (c) below.

(3) 12:00 o'clock p.m. to 4:00 o'clock p.m. or from 1:00 o'clock p.m. to 5:00 o'clock p.m. on selected Saturdays for high school hockey games. This applies to concurrent use of both Sill Arena and Seitz Arena except as otherwise stipulated in section (c) below.

(c) Notwithstanding the foregoing, the District's usage for games scheduled on Fridays or Saturdays shall be limited to the use of Sill Arena during the following invitational tournaments held by DAHA:

(1). The "Up North" invitational tournament held on the first full or partial weekend in December, and

(2) The "Spirit of Duluth" invitational tournament held on the second weekend in December, and

(3) The "Head of the Lakes" invitational tournament held on the third weekend in December, and

(4) The "IceBreaker's Invitational" invitational tournament held on the weekend prior to Martin Luther King Day, and

(5) The "Skate on the Edge" invitational tournament held on the last full weekend in January.

(d) Notwithstanding the foregoing, the District agrees to use its best efforts to avoid scheduling the concurrent use of both Sill Arena and Seitz Arena for any Friday and/or Saturday games.

2. It is specifically understood that only those hours that are scheduled and paid for by the District shall be credited toward the fulfillment of the 586 hours that the District has agreed to use.

3. It is understood that the Exclusive Use Hours set forth in Section 1(a) of this Addendum may conflict with the exclusive use hours of the City pursuant to that certain Program Agreement between the Center and the City. Accordingly, this Addendum is not intended to modify the last paragraph of Section 3 of the Agreement, which paragraph states as follows: Notwithstanding the foregoing, the District understands that the City may be entitled to certain exclusive use hours pursuant to that certain Program Agreement between the Center and the City

and that such exclusive use hours of the City will have priority over any needs of either the District of DAHA.

4. It is understood that, in consideration for the provisions of Section 1 of this Addendum, the District shall waive any obligation the Center may have to keep the rates paid by the District and the rates paid by DAHA the same.

5. Notwithstanding relevant language contained in Section 4 of the Agreement, which sentence states as follows: "It is the intent of the Center that the hourly rates of the District and DAHA will be the same unless a different agreement is made.", the District understands that for the scheduling consideration it receives herein, the Center reserves the right to amend hourly rates of DAHA severally from the hourly rates of the District.

6. This Second Addendum to the Program Agreement between the District and the Center shall expire on September 1, 2013 unless previously extended by DAHA, the District and the Center. Upon expiration of this Second Addendum, the Agreement as previously modified shall continue in full force and effect but without the modifications as set forth in this Addendum.

In all other respects, the Agreement as previously modified is hereby republished, ratified, confirmed and approved.

IN TESTIMONY WHEREOF, the parties have signed this Second Addendum to Program Agreement this ___ day of _____, 2012.

DULUTH HERITAGE SPORTS CENTER, Inc

By: _____
Gerald R. DeMeo, President

**INDEPENDENT SCHOOL DISTRICT 709,
Duluth, Minnesota**

By: _____
Its _____

Consent

Duluth Amateur Hockey Association, Inc., a Minnesota nonprofit corporation, in consideration for a reduction of its Exclusive Use Hours from 2,000 hours to 1,200 hours, as defined in Section 1 of its Program Agreement with the Center, hereby consents to the foregoing

and attached Second Addendum to Program Agreement between Duluth Heritage Sports Center and Independent School District 709, Duluth, Minnesota. To the extent the foregoing and attached Second Addendum has the effect of modifying that certain Program Agreement between Duluth Heritage Sports Center and Duluth Amateur Hockey Association, Inc., the undersigned hereby consents and agrees to such modification.

**DULUTH AMATEUR HOCKEY
ASSOCIATION, INC.**

By: _____
Its President