

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("AMENDMENT") is made and entered into this 5TH day of May, 2010, by and between USTA Player Development Incorporated, a New York not-for-profit corporation, with offices at 70 West Red Oak Lane, White Plains, New York 10604-3602 ("USTAPD") and the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, acting by and through its Department of Leisure Services, having an address at 749 Veterans Memorial Drive, Las Vegas, Nevada (collectively the "Center").

RECITALS

WHEREAS, USTAPD and the Center entered into that certain Agreement dated April 5, 2010, which engaged the services of the Center to develop and operate a tennis training program to help develop elite tennis players at the Darling Tennis Center located in the City of Las Vegas under the guidance, direction and funding of USTAPD; and

WHEREAS, pursuant to the provision of the Agreement, the parties agreed to use commercially reasonable efforts to seek an amendment of the Agreement from the City Council which will provide for the limited indemnification of USTAPD on the part of the City in the proposed language set forth in the Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties agree to amend the Agreement as follows:

1. Section 9, Indemnification, of the Agreement is hereby deleted in its entirety and the following provision inserted in lieu thereof:

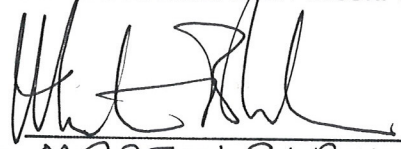
"Without waiving the Center's statutory limit of liability set forth in NRS Chapter 41 as to any third party claims, and subject to the limit of liability set forth therein, the Center shall indemnify, defend and hold harmless USTAPD, USTA, and their respective agents, directors, officers, servants and employees (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against all liability (statutory or otherwise), claims, suits, demands, damages, losses, judgments, costs, fines, penalties, interest and expenses, including without limitation, reasonable attorneys' fees and disbursements, resulting from any acts, errors, omissions or conduct of Center or its principals, officers, agents, contractors, servants and employees or the Coaches (each, a "Center Party" and collectively, the "Center Parties") in connection with its performance of any obligation of the Center under this Agreement or any material breach by any Center Party of any term of this Agreement, including, without limitation, any claims against any Indemnified Party by the Center's employees, subcontractors or agents (including, without limitation, the Coaches). In case any claim shall be brought against an Indemnified Party based upon any of the above and in respect of which indemnity may be sought against the Center, such Indemnified Party shall promptly notify the Center in writing.

Upon the written request of the Indemnified Party, the Center shall assume the defense of said claim, with counsel reasonably satisfactory to such Indemnified Party. After assumption of the defense by the Center as specified above, the Indemnified Party shall continue to have the right to employ its own counsel in and participate in the defense of any such action, but at its own cost and expense."

2. Except as modified by this Amendment, all other provisions of the Agreement shall remain in effect between the parties hereto.
3. This Amendment may be executed in counterparts, each of which is deemed to be an original, but all of which together shall constitute one and the same document.

IN WITNESSES WHEREOF the parties hereto have executed this Amendment effective on the date and year first set forth above by their duly authorized officers and representatives.

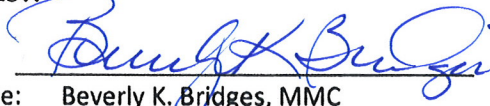
USTA PLAYER DEVELOPMENT INCORPORATED

By: 
Name: MARTIN BLACKMAN
Title: Senior Director,
Talent ID & Development

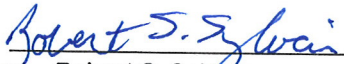
CITY OF LAS VEGAS

By: 
Names: Elizabeth N. Fretwell
Title: City Manager

ATTEST:

By: 
Name: Beverly K. Bridges, MMC
Title: City Clerk

APPROVED AS TO FORM:

By:  12-8-10
Name: Robert S. Sylvain
Title: Deputy City Attorney