

**EXTENSION OF AND FIRST AMENDMENT TO  
LEASE AGREEMENT DATED MARCH 20, 2018**

THIS EXTENSION OF AND FIRST AMENDMENT TO LEASE AGREEMENT (the “First Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Winona, a municipal corporation under the laws of the State of Minnesota (hereinafter the “Lessor”), and Boathouse L.L.C., a limited liability company under the laws of the State of Minnesota (hereinafter the “Lessee”); (collectively the “Parties”).

WITNESSETH:

WHEREAS, on March 20, 2018, Lessor and Lessee originally entered into an agreement to lease and operate the Lessor’s boathouse building and immediately surrounding situated in Levee Park for purposes of operating a restaurant (the “Agreement”); and

WHEREAS, the Agreement, as subsequently renewed pursuant to paragraph 2 thereof, will expire on February 28, 2022; and

WHEREAS, the Parties desire to extend the term of and amend the Agreement from the current expiration date of February 28, 2022 for an additional eighteen (18) months thereby having a new expiration date of August 31, 2023.

NOW, THEREFORE, for valuable consideration, the Agreement is hereby amended as follows:

1. Extension. Notwithstanding paragraph 2, Term, of the Agreement, and pursuant to paragraph 20.e. thereof, the Agreement is hereby extended from the current expiration date of February 28, 2022 for an additional eighteen (18) months thereby having a new expiration date of August 31, 2023.
2. Amendment No. 1. That paragraph 20.c. of the Agreement is amended to change the contact information for the Lessee as follows:

LESSEE:

Name: Leo (Lyon) R. Smith IV  
Address: 2 Johnson Street  
Winona, MN 55987  
Phone: 917-572-4062  
Email: lyon@lyonsmith.com

3. Recitals. The recitals hereto are made a part hereof.
4. Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this document are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of

this document against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

5. Ratification. Except as amended herein, all provisions of the Agreement are ratified and confirmed by both Parties.
6. Execution. This First Amendment may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document.

*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date and year first above written.

LESSOR:

CITY OF WINONA

By: \_\_\_\_\_  
Scott D. Sherman  
Its: Mayor

By: \_\_\_\_\_  
Monica Hennessy Mohan  
Its: City Clerk

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF WINONA    )

On this \_\_\_\_\_, day of \_\_\_\_\_, 2022, before me, a Notary Public within and for said County, personally appeared Scott D. Sherman and Monica Hennessy Mohan, to me personally known, who being each by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Winona, a municipal corporation under the laws of the State of Minnesota, named in the foregoing instrument and that said instrument was signed on behalf of said municipal corporation by authority of its City Council and that said Scott D. Sherman and Monica Hennessy Mohan acknowledged that said instrument is the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public

LESSEE:

BOATHOUSE L.L.C.

By: \_\_\_\_\_  
Leo R. Smith IV  
Its: Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_, day of \_\_\_\_\_, 2022, before me, a Notary Public within and for said County, personally appeared Leo R. Smith IV, to me personally known, who being each by me duly sworn, did say that he is the Manager of Boathouse L.L.C., a Minnesota limited liability company, named in the foregoing instrument and that said instrument was signed on behalf of said company by authority of its Board of Governors and that said Leo R. Smith IV acknowledged that said instrument is the free act and deed of said company.

\_\_\_\_\_  
Notary Public