

THIRD ADDENDUM TO AGREEMENT OF PURCHASE AND SALE

THIS THIRD ADDENDUM TO AGREEMENT OF PURCHASE AND SALE ("Third Addendum") is dated as of the ___ day of December, 2006, between GRIZZLY GOLF CENTER, INC., an Ohio corporation ("Seller") and CITY OF MASON, OHIO, a political subdivision existing under the laws of the State of Ohio ("Purchaser"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement of Purchase and Sale ("Purchase Agreement") dated July 11, 2006 between Seller and Purchaser.

RECITALS

WHEREAS, Seller and Purchaser entered into the Purchase Agreement pursuant to which Seller agreed to sell its interest in the Property commonly known as "The Golf Center At Kings Island" (the "Center") to Purchaser; and

WHEREAS, Seller and Purchase have previously entered into an Addendum to Agreement of Purchase and Sale (the "First Addendum") regarding the purchase of certain VIP passes and a Second Addendum to Agreement of Purchase and Sale (the "Second Addendum") extending the closing date of the purchase; and

WHEREAS, Seller and Purchaser now desire to enter into this Third Addendum to amend the Purchase Agreement as provided for herein below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Seller and Purchaser agree that the terms and conditions of the First Addendum are hereby waived and rescinded.

2. Seller and Purchaser hereby re-affirm that as a condition to Purchaser closing, pursuant to Section 7.5.8 of the Purchase Agreement, Seller is obligated to obtain documentation that continues in full force and effect the Cintas/Neyer Agreements and the TFC/GAIC Amendment as described in Sections 7.5.8(a) and (b) of the Purchase Agreement for the full benefit of Purchaser or that is otherwise reasonably satisfactory to Purchaser.

3. Seller and Purchaser hereby mutually agree to extend the closing date to a mutually agreeable date not more than fifteen (15) days after both Seller and Purchaser have produced any and all necessary documents and provided any and all necessary approvals.

4. This Third Addendum, taken together with the Second Addendum and the Purchase Agreement, constitutes the entire agreement and understanding of Seller and Purchaser with respect to the subject matter hereof and thereof. Except as expressly amended by this Third Addendum, the Second Addendum and the Purchase Agreement remain in full force and effect as originally executed and delivered. This Addendum shall be construed under, and governed

by, the internal substantive laws of the State of Ohio. This Third Addendum may be executed in counterparts.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the date and year first above written.

PURCHASER:

THE CITY OF MASON, a political subdivision existing under the laws of the State of Ohio

By: _____
Name:
Title:

SELLER:

GRIZZLY GOLF CENTER, INC, an Ohio corporation

By: _____
Name:
Title:

STATE OF OHIO)
 : SS
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, _____ of The CITY OF MASON, a political subdivision existing under the laws of the State of Ohio on behalf of such port authority.

Notary Public

STATE OF OHIO)
 : SS
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, _____ of GRIZZLY GOLF CENTER, INC., an Ohio corporation, on behalf of said corporation.

Notary Public