

GOLF FACILITY LEASE AGREEMENT

This Golf Facility Lease Agreement (the "Agreement") is entered into this 18th day of October, 2010, by and between Tennis for Charity, Inc. ("TFC"), an Ohio non-profit corporation, and the City of Mason, Ohio ("Mason"), an Ohio municipal corporation.

WHEREAS, TFC is the owner of certain real property located in Warren County, Ohio, consisting of vacant land and a golf course more commonly known as the "Bruin" course; and

WHEREAS, Mason is the owner of certain real property located in Warren County, Ohio, consisting of an eighteen (18) hole golf course more commonly known as the "Grizzly" course, a four (4) hole Academy Course, and related buildings including a restaurant, banquet facility, and pro shop, collectively known as the "Golf Center"; and

WHEREAS, the parties agree that a driving range facility (the "Driving Range") located on TFC property will enhance golf operations on both the Bruin and the Golf Center; and

WHEREAS, the parties desire to memorialize the terms of an agreement whereby Mason will continue to operate and maintain the Bruin course, as well as a driving range facility located on TFC property.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

1. Premises. TFC hereby leases and lets to Mason, and Mason hereby leases from TFC, the Leased Premises described in Exhibit A of this Agreement together with the easements and other rights appurtenant to the Leased Premises, for the periodic rent and during the term set forth below in this Agreement according to the other terms and conditions contained herein.

2. Term. The initial term of this Agreement shall commence on January 1, 2011, and shall end on December 31, 2011. This Agreement shall automatically renew for successive additional one (1) year terms. Either party shall have the option to terminate the Agreement as of December 31 of the initial term or any renewal term, provided that written notice of termination is provided to the other party by October 1 of the initial term or any renewal term of the Agreement. The parties acknowledge that future renewals may be amended to reflect a negotiated sharing of revenue from the Golf Facilities (as defined hereinafter).

3. Right of Access. Immediately upon execution of this Agreement, and prior to the initial term commencement date of January 1, 2011, TFC hereby grants a right of access to Mason, its employees, agents, and contractors for the purpose of constructing a Driving Range on a portion of the Leased Premises as approximately shown on Exhibit A.

4. Mason's Operational Responsibilities. Mason shall commence providing and paying for the Operational Services (as defined hereinafter) pursuant to this Agreement. The "Operational Services" shall consist of all direct and indirect operational (as opposed to

ownership related) services and materials relating to and/or required for the management, supervision, maintenance and operations of the Bruin course located on the Leased Premises as a public daily fee golf course, as well as the Driving Range to be located on the Leased Premises. The Bruin course and the Driving Range shall collectively be referred to as the "Golf Facilities." Direct and indirect Operational Services include all services related to the normal operation and maintenance of the Golf Facilities located on the Leased Premises, but specifically exclude property taxes, assessments, licenses and insurance to be carried by TFC for the Leased Premises, as well as TFC created expenses, such as costs to repair the Leased Premises created by or arising from TFC's use of the Leased Premises for parking or other purposes other than as a public daily fee golf course and driving range (collectively, "Lessor's Expenses"). TFC shall directly pay the cost of all items of Lessor's Expenses. The Operational Services shall be provided by Mason in compliance in all material respects with applicable laws and regulations. The Operational Services shall include:

(a) Furnishing all direct and indirect operational labor, material and services necessary for the management and supervision of the Golf Facilities and the physical maintenance of the Golf Facilities located on the Leased Premises;

(b) Taking and scheduling telephone reservations for individual tee times on the Bruin course at times when advance telephone reservations are permitted to be made (i.e., weekends and holidays);

(c) Taking and scheduling walk-up reservations on a first come, first served basis for individual tee times on the Bruin course;

(d) Taking and scheduling all reservations for all group outings and school teams. All such reservations shall be made through Grizzly's Group Sales Department;

(e) Requiring all players on the Bruin course to check in at the Grizzly's Pro Shop prior to play on the Bruin course;

(f) Providing computer reservations software necessary to handle tee time reservations for Bruin course patrons;

(g) Collecting all greens fees paid for all tee times and cart fees for carts used on the Bruin course and all fees associated with the use of the Driving Range;

(h) Providing rangers and starters as needed;

(i) Furnishing all materials for the operation and maintenance of the Golf Facilities located on the Leased Premises including (without limitation) range balls, scorecards, pencils, seed, chemicals, fertilizer, sand, soil, turf, green flags, ball cups and liners, fencing, portable toilets, water coolers, irrigation repair parts and equipment repair parts;

(j) Furnishing irrigation water necessary to maintain the Golf Facilities located on the Leased Premises in a condition equivalent to conditions maintained by other area municipal golf courses and driving ranges;

(k) Scheduling and performing normal maintenance to the Golf Facilities located on the Leased Premises, including mowing, top dressing, aerification, irrigation repair, bunker, fairway, tee and green repair. Mason shall have authority to schedule such maintenance services and shall use its best efforts to do so in a manner that limits interruption of play and loss of available tee times, provided that if TFC desires that Mason should mow the Bruin Vacant Property (as depicted on Exhibit A), Mason will perform such work as part of its Operational Services at its expense only if the Bruin Vacant Property has first been cleared of brush and trees by TFC and TFC has taken steps to minimize other mowing impediments such as unused greens, bunkers, etc., and such mowing will be of lower priority and will be performed only after all necessary seasonal mowing of the Grizzly golf course and the Bruin course;

(l) Furnishing all equipment for the operation and maintenance of the Golf Facilities located on the Leased Premises, including (without limitation) mowers, sprayers, aerifiers, blowers, ranger carts, player carts, small tools and disposables;

(m) Maintaining and enforcing an industry standard code of conduct and etiquette. Grizzly's Pro Shop staff shall at all times have the authority to address, in their reasonable business judgment, issues of improper etiquette and behavior by individuals or groups on the Golf Facilities located on the Leased Premises and further shall at all times have authority to remove players from the Golf Facilities located on the Leased Premises and make decisions regarding whether or not refunds are in order;

(n) Maintaining and enforcing a slow play policy during peak periods of play;

(o) Entering into contracts for water, electricity, gas, telephone, trash removal, snow removal and other necessary services, or such of them as Mason shall deem advisable in Mason's own name, and not as agent for TFC; and

(p) Providing the personnel necessary to properly manage, maintain and operate the Golf Facilities located on the Leased Premises.

5. Rent. During the term of this Agreement, Mason shall pay to TFC, as rent for the lease of the Leased Premises, the annual sum of Fifty Thousand Dollars (\$50,000.00) (the "Rent").

6. Additional Consideration. During the term of this Lease, Mason and TFC shall each contribute the annual sum of Ten Thousand Dollars (\$10,000.00) (the "Additional Consideration") into a joint use fund to be held and maintained by Mason. The administration of such funds shall be subject to joint approval of the parties. The funds contributed shall be used for the purposes of joint long-term land use planning, long-term master planning, and future capital improvements of mutual benefit.

7. Golf Facilities Revenue. In exchange for the payment of Rent and Additional Consideration, as well as the performance of the Operational Services, Mason shall retain all revenue generated from the operation of the Golf Facilities.

8. TFC Interruption of Use of Leased Premises. The parties acknowledge that TFC retains the right to use the Leased Premises for parking and other purposes related to the professional tennis tournaments historically held during the month of August. TFC agrees that if it interrupts play or use of the Golf Facilities, other than during a period of eighteen (18) consecutive days related to the tennis tournaments, that TFC will compensate Mason in the amount of Five Hundred Dollars (\$500.00) per day for each of the facilities interrupted. For example, if play on the Bruin is interrupted, TFC shall compensate Mason in the amount of Five Hundred Dollars (\$500.00) per day for each day of interruption. If the use of the Driving Range is interrupted, TFC shall pay Five Hundred Dollars (\$500.00) per day to Mason for each day of interruption. If TFC actions interrupt use of the both the Bruin course and the Driving Range, TFC shall compensate Mason in the amount of One Thousand Dollars (\$1,000.00) per day for each day of interruption.

9. Indemnification and Insurance.

(a) TFC covenants that it will indemnify Mason and hold Mason harmless from and against all claims, suits, actions, costs, reasonable attorneys' fees, damages, judgments, decrees and other expenses arising as a result of any third person or persons suffering bodily injury, death and/or property damage at the Leased Premises, as a result of the use of the Leased Premises by such persons, except that TFC shall not be obligated to indemnify or hold Mason harmless against any such claims, suits, actions, costs, reasonable attorneys' fees, damages, judgments, decrees or other expenses which arise as a result of (i) the actions or omissions of Mason, its agents, employees, contractors, licensees, invitees or guests, (ii) the failure of Mason to perform its obligations under this Agreement, or (iii) the management, maintenance, or operation of the Leased Premises by Mason.

(b) TFC, at its expense, will maintain the following insurance coverages:

(i) Commercial general liability insurance insuring TFC against liability for bodily injury, property damages (including loss of use of property) and personal injury at the Leased Premises and the easements appurtenant to it, including contractual liability. Such insurance shall name Mason as an additional insured. The initial amount of such insurance will be Five Million Dollars (\$5,000,000.00) per occurrence and will be subject to periodic increases reasonably specified by Mason based upon inflation, increased liability awards, recommendation of Mason's professional insurance advisors and other relevant factors. The liability insurance obtained by TFC under this Section will be secondary and excess to the insurance carried by Mason.

(ii) Automobile Liability Insurance including, but not limited to, passenger liability on all owned, non-owned, and hired vehicles used in connection with the Leased Premises and the easements appurtenant to it, with a combined single limit per

occurrence of not less than One Million Dollars (\$1,000,000.00) for injuries of death of one or more persons or loss or damage to property.

(iii) Property and casualty insurance, including "all risks" coverage, on the Leased Premises in an amount, from time to time determined by TFC in its reasonable discretion, not less than replacement value of all permanent improvements on the Leased Premises from time to time.

(c) Any insurance TFC is required to maintain under this Agreement will include a provision which requires the insurance carrier to give Mason not less than 30 days' written notice prior to any cancellation or modification of such coverage.

(d) Mason, at its expense, will maintain the following insurance coverages:

(i) Commercial general liability insurance insuring Mason against liability for bodily injury, property damages (including loss of use of property) and personal injury at the Leased Premises and the easements appurtenant to it, including contractual liability. Such insurance shall name TFC as an additional insured. The initial amount of such insurance will be Five Million Dollars (\$5,000,000.00) per occurrence and will be subject to periodic increases reasonably specified by TFC based upon inflation, increased liability awards, recommendation of TFC's professional insurance advisors and other relevant factors. The liability insurance obtained by Mason under this Section will be secondary and excess to the insurance carried by TFC.

(ii) Automobile Liability Insurance including, but not limited to, passenger liability on all owned, non-owned, and hired vehicles used in connection with the Leased Premises and the easements appurtenant to it, with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000.00) for injuries of death of one or more persons or loss or damage to property.

(iii) Property and casualty insurance, including "all risks" coverage, on the Leased Premises in an amount, from time to time determined by Mason in its reasonable discretion, not less than replacement value of all permanent improvements on the Leased Premises from time to time.

(e) Any insurance Mason is required to maintain under this Agreement will include a provision which requires the insurance carrier to give TFC not less than 30 days' written notice prior to any cancellation or modification of such coverage.

10. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been given if mailed postage prepaid by certified mail, return receipt requested, or sent by an overnight express delivery service to the following address or to such other address as either party may from time to time designate in writing to the other party in accordance with the foregoing provisions:

If to TFC: Ken Berry
Tennis For Charity, Inc.
250 East Fifth Street, Suite 1310
Cincinnati, Ohio 45202

If to Mason: Eric Hansen
City of Mason
6000 Mason-Montgomery Road
Mason, Ohio 45040

11. Amendments. No change, modification, termination, amendment or waiver of any provision of this Agreement shall be of any force or effect unless the same is in writing and signed by each of the parties hereto.

12. Governing Law. The parties hereto expressly agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.


13. Counterparts. This Agreement may be executed in one or more counterparts, each of which counterpart, when executed by all parties, shall be deemed to be an original and all of which, when taken together, shall constitute a single agreement.

14. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, such provision shall be deemed modified to the extent necessary to permit its enforcement under applicable law and the validity, legality or enforceability of the remaining provisions hereof shall not be affected nor impaired and shall remain in full force and effect.

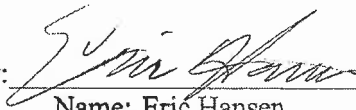
15. Entire Agreement. The parties hereto agree that this Agreement, together with the exhibits attached hereto, sets forth the entire Agreement with respect to the subject matter hereof and that they supersede and cancel any and all prior negotiations, arrangements, agreements and understandings, whether oral or written, between them respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

TENNIS FOR CHARITY, INC.

By: 
Name: Kenneth Berry
Title: Board President

CITY OF MASON

By: 

Name: Eric Hansen

Title: City Manager

11/2/10

Ord. #2010-118

JDF/jikn

801160.1

EXHIBIT A



ADDENDUM TO GOLF FACILITY LEASE AGREEMENT

THIS ADDENDUM TO GOLF FACILITY LEASE AGREEMENT ("Addendum") is dated as of the 5th day of December, 2010, between TENNIS FOR CHARITY, INC., an Ohio corporation ("TFC") and the CITY OF MASON, OHIO, a political subdivision existing under the laws of the State of Ohio ("Mason"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Golf Facility Lease Agreement ("Lease Agreement") dated OCT. 18, 2010 between TFC and Mason.

RECITALS

WHEREAS, TFC and Mason entered into the Lease Agreement pursuant to which Mason will continue to operate and maintain the Bruin course, as well as a driving range facility located on TFC property; and

WHEREAS, TFC and Mason now desire to enter into this Addendum to amend and clarify the Lease 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. Paragraph 5 of the Lease Agreement shall be eliminated in its entirety and replaced with the following new Paragraph 5:

"5. Rent. During the term of this Agreement, Mason shall pay to TFC, as rent for the lease of the Leased Premises, the annual sum of Fifty Thousand Dollars (\$50,000.00) (the "Rent"). The Rent shall be payable by Mason to TFC as follows: Fifty per cent (50%) of the Rent shall be due and payable during the first quarter of each Lease year, and the remaining fifty per cent (50%) shall be due and payable during the third quarter of each lease year."

2. Paragraph 6 of the Lease Agreement shall be eliminated in its entirety and replaced with the following new Paragraph 6:

"6. Additional Consideration. During the term of this Lease, Mason and TFC shall each contribute the annual sum of Ten Thousand Dollars (\$10,000.00) (the "Additional Consideration") into a joint use fund to be held and maintained by Mason. The administration of such funds shall be subject to joint approval of the parties. The funds contributed shall be used for the purposes of joint long-term land use planning, long-term master planning, and future capital improvements of mutual benefit. The Additional Consideration shall be payable by Mason and TFC as follows: Fifty per cent (50%) of the Additional Consideration shall be due and payable during the first quarter of each Lease year, and the remaining fifty per cent (50%) shall be due and payable during the third quarter of each lease year."

3. This Addendum, taken together with the Lease Agreement, constitutes the entire agreement and understanding of TFC and Mason with respect to the subject matter hereof and

thereof. Except as expressly amended by this Addendum, the Lease Agreement remains 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 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.

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

By: 

Name: Eric Hansen

Title: City Manager

TENNIS FOR CHARITY, INC.,
an Ohio corporation

By: 

Name: Kenneth Berry

Title: Board President

STATE OF OHIO)
 : SS
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 20TH day of DECEMBER, 2010, by Eric Hansen, City Manager of The CITY OF MASON, a political subdivision existing under the laws of the State of Ohio on behalf of the City.


Notary Public

STATE OF OHIO)
 : SS
COUNTY OF WARREN)

JOAN BERNARD
Notary Public, State of Ohio
My Commission Expires May 7, 2015

The foregoing instrument was acknowledged before me this 15TH day of December, 2010, by Kenneth Berry, Board President of TENNIS FOR CHARITY, INC., an Ohio corporation, on behalf of said corporation.


Notary Public

815332.1



Gary R. Menchen
Notary Public, State of Ohio
My Commission Expires 09-21-2012