

AGREEMENT BETWEEN THE CITY OF MASON AND TENNIS FOR CHARITY, INC.

This Agreement ("Agreement") is by and between the City of Mason, Ohio, an Ohio municipal corporation ("Mason"), and Tennis for Charity, Inc. an Ohio nonprofit corporation ("Tennis for Charity").

WHEREAS, Tennis for Charity has annually produced the ATP Tennis Masters Series professional tennis tournament ("Tournament") at the tennis stadium and tennis courts (as it may be expanded, remodeled and/or reconfigured, the "Tennis Stadium") located on certain property in the City of Mason, and by purchasing the property on which the Tournament is held including the Tennis Stadium and a golf course (the "Bruin Golf Course"), Tennis for Charity has committed to make a major investment in the City of Mason; and

WHEREAS, the City of Mason, and the region surrounding it, has benefited from the production of this annual professional tennis tournament, including an estimated \$23,000,000.00 in financial impact to the regional economy, \$29,000.00 in annual contributions to Mason City and other local school projects, at the time of this agreement approximately \$25,000.00 in annual earnings taxes from the professional tennis players who compete in the Tournament, and a \$5,000.00 all day clinic conducted by professionals for children; and

WHEREAS, the continued retention, viability and success of the Tournament at the Tennis Stadium in Mason is of great interest to Mason, and the development of the land immediately surrounding it is of long-term economic development interest to the City of Mason; and

WHEREAS, the City Manager of the City of Mason has been authorized to enter into this Agreement on behalf of the City of Mason, and Robert Slattery, President of Tennis for Charity has been authorized by resolution of its Board of Directors to enter into this Agreement.

NOW, THEREFORE, in consideration of the economic benefits to the City of Mason recited above and the mutual representations hereinafter contained, Mason and Tennis for Charity agree as follows:

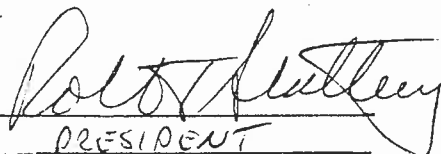
1. Subject to the terms and conditions set forth herein, Mason shall pay Tennis for Charity the sum of \$125,000.00 each year, commencing in the year 2003 and ending in the year 2027. These annual payments shall be due and payable within 30 calendar days of the completion of the Tournament or its competitive equivalent played at the Tennis Stadium and its surrounding area within the City of Mason each year. If, for reasons beyond the control of either party, neither the Tournament, nor its competitive equivalent is held at the Tennis Stadium and its surrounding area within the City of Mason during a particular year of this agreement, the parties will negotiate, and in good faith determine, any amount to be paid for that year.
2. The obligations of Mason set forth herein shall be subject to the fulfillment of each of the following conditions, unless waived by Mason:

- (a) Tennis for Charity shall have purchased the real property within the City of Mason on which the Tournament is held, including the Tennis Stadium and the Bruin Golf Course which property is more fully described in Exhibit A (the "Property"); and
 - (b) Tennis for Charity shall have applied for, and proceeded to a decision by the Mason City Council, a change of zone for the Property consistent with the City of Mason's 2001 Comprehensive Plan.
3. Subject to the terms and conditions herein set forth, and during the term of this Agreement and provided Mason is not in default hereunder, Mason shall have the right to use exclusively, without additional cost to Mason, a stadium suite ("Suite") during the Tournament or its competitive equivalent for three days of competition during the "Main Draw." Mason shall use the Suite for the purpose of fostering economic development and good public relations for the City of Mason. If Mason desires food and beverage in the Suite, Mason shall procure such services through Tennis for Charity's concessionaire and shall pay the concessionaire in accordance with the established terms and conditions as other Suite users. Mason further agrees to comply with all stadium rules, regulations, policies (including ticket policies) and directives and with all applicable governmental requirements, laws and regulations. Mason shall use and occupy the Suite in a safe and careful manner and shall be liable for costs resulting from unusual wear and tear on the Suite.
4. During the term of the Agreement, and provided Mason is not in default hereunder, Mason and its invitees shall be entitled to the possession and use of the Tennis Stadium for a reasonable number of days (hereinafter referred to as "Mason Use Days") for bona fide events sponsored by Mason, related to operations of Mason and not in the nature of a for-profit public entertainment event; provided that Mason Use Days (a) shall be scheduled in a manner which will minimize interference with the Tournament or its competitive equivalent tournament and (b) shall require Tennis for Charity's prior written consent, which consent shall not be unreasonably withheld. Mason further agrees to pay Tennis for Charity, as invoiced, all actual operating and maintenance costs and expenses incurred by Tennis for Charity in connection with conducting the event on a Mason Use Day. In connection with its use of the Tennis Stadium, Mason agrees (i) to comply with all stadium rules, regulations and policies, (ii) to comply with all applicable governmental requirements, laws and regulations, and (iii) to assure that Tennis for Charity remains in compliance with all of its obligations under or with respect to all matters of record relating to the Property and all agreements and contracts relating to the Property which have been provided to Mason, including by means as an example and not limited to, the agreements and contracts relating to the property which have been provided to Mason, including but not limited to, the agreements set forth on Exhibit B attached hereto.
5. The signatories of this Agreement hereby represent and warrant to the parties, and to one another, that they have the authority to bind their respective entities to this Agreement.

- 6. Tennis for Charity shall not assign its rights and/or obligations hereunder without the prior written consent of Mason, provided, however, Tennis for Charity may assign the rights under this Agreement to an entity controlled by, controlling or under the control of Tennis for Charity without Mason's prior written consent. Mason shall not assign its rights and/or obligations hereunder without the prior written consent of Tennis for Charity.
- 7. This Agreement may be executed in two or more counterparts, each of which shall be considered an original.
- 8. This Agreement and (unless otherwise provided) all amendments hereof and waivers and consents hereunder shall be governed by the laws of the State of Ohio.
- 9. This Agreement supercedes all prior agreements among the parties with respect to its subject matter, is intended as a complete and exclusive statement of the terms of the agreement among the parties with respect thereto and cannot be changed or terminated except by a written instrument executed by the party or parties against whom enforcement is sought.

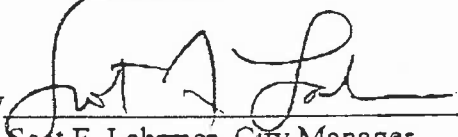
IN WITNESS WHEREOF, Mason and Tennis for Charity have each caused this Agreement to be duly executed in their respective named, all as of the date set forth below.

TENNIS FOR CHARITY, INC.

By 
 Its PRESIDENT

Date: 12/30/02

CITY OF MASON

By 
 Scot F. Lahrmer, City Manager

Date: December 25 2002
effective

Certificate

The undersigned Fiscal Officer of the City of Mason, Ohio, hereby certifies that the moneys required to meet the obligations of the City of Mason during the year 2002 under the aforesaid Agreement have been lawfully appropriated by the City Council of the City of Mason, Ohio for such purposes and are in the treasury of the City or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Effective

12/31/02

Date

Finance Director

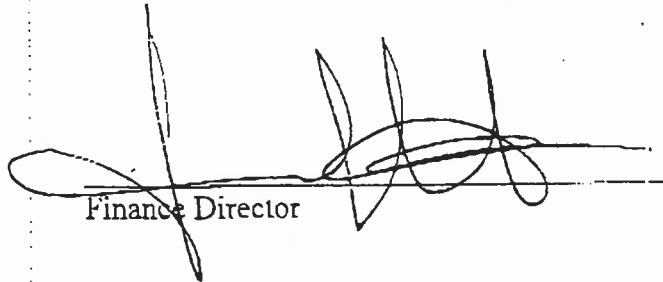


Exhibit A (Legal Description of the Property)

Tennis\Agt-8.doc
159062.1

Exhibit A

LEGAL DESCRIPTION
FOR
GREAT AMERICAN INSURANCE COMPANY
72.7908 Acre Parcel


Being a parcel of land situated in Deerfield Township, City of Mason, Warren County, Ohio; Sections 23 and 24, Town 4, Range 2 and being part of the properties as conveyed by deed recorded in O.R. Volume 1067, Page 470 O.R. Volume 1067, Page 999, O.R. Volume 598, Page 759 of the deed records of the Recorders' Office of Warren County, Ohio and being located within the following described points in the boundary thereof:

Commencing at the northeast corner of Section 23, said point also being the REAL POINT OF BEGINNING of the parcel herein described; thence on the east line of said Section 23 and the lines of O.R. Volume 1067, Page 470 on the following courses: (1) South $05^{\circ}10'00''$ West, 296.99 feet to the west limited access line of Interstate 71; (2) on the west line of said limited access line South $38^{\circ}36'45''$ West, 2,015.80 feet; (3) on the west line of said limited access line on a curve deflecting to the left having a radius of 12,427.67 feet, an arc length of 887.83 feet, a chord bearing South $36^{\circ}33'57''$ West, 887.64 feet; (4) leaving said west line North $37^{\circ}26'06''$ West, 93.56 feet; on a new division line on the following courses: (1) North $74^{\circ}55'09''$ West, 140.18 feet; (2) North $2^{\circ}29'13''$ East, 157.53 feet; (3) North $0^{\circ}48'05''$ West, 203.97 feet; (4) North $2^{\circ}57'29''$ West, 199.58 feet; (5) North $11^{\circ}35'03''$ West, 370.26 feet; (6) North $19^{\circ}50'02''$ West, 148.97 feet; (7) North $6^{\circ}27'14''$ West, 199.41 feet; (8) North $17^{\circ}02'52''$ East, 156.06 feet; (9) North $9^{\circ}00'42''$ West, 730.76 feet; (10) South $85^{\circ}38'00''$ East, 292.07 feet; (11) South $36^{\circ}34'28''$ East, 132.96 feet; (12) South $21^{\circ}01'34''$ East, 214.89 feet; (13) South $68^{\circ}57'26''$ east, 50.76 feet; (14) South $10^{\circ}08'01''$ West, 314.93 feet; (15) South $76^{\circ}34'29''$ East, 171.52 feet; (16) North $53^{\circ}03'12''$ East, 71.66 feet to the southwest corner of O.R. Volume 1067, Page 475; thence on the lines of said O.R. Volume 1067, Page 475 on the following courses: (1) South $80^{\circ}20'40''$ East, 475.42 feet; (2) North $10^{\circ}30'37''$ East, 417.72 feet; (3) North $54^{\circ}55'28''$ East, 76.25 feet; (4) North $27^{\circ}13'12''$ East, 103.97 feet; (5) North $7^{\circ}17'53''$ West, 50.87 feet; (6) North $51^{\circ}39'59''$ West, 80.64 feet; (7) South $82^{\circ}03'16''$ West, 108.66 feet; (8) North $78^{\circ}42'09''$ West, 373.84 feet; (9) South $9^{\circ}48'06''$ West, 252.76 feet; (10) South $11^{\circ}28'15''$ West, 171.34 feet; (11) South $9^{\circ}11'26''$ West, 211.67 feet; thence leaving the lines of said O.R. Volume 1067, Page 475 on the following courses: (1) North $7^{\circ}20'15''$ East, 321.11 feet; (2) North $16^{\circ}12'48''$ East, 77.98 feet; (3) North $7^{\circ}27'03''$ East, 72.89 feet; (4) North $3^{\circ}07'15''$ East, 78.63 feet; (5) North $3^{\circ}03'26''$ East, 92.25 feet; (6) North $74^{\circ}06'51''$ West, 207.83 feet; (7) on a non tangent curve deflecting to the right having a radius of 121.25 feet, an arc length of

88.27 feet, and a chord bearing North 11°24'12" West, 86.34 feet; (8) North 13°15'02" East, 114.91 feet; (9) on a non tangent curve deflecting to the right having a radius of 125.81 feet, an arc length of 115.63 feet, and a chord bearing North 50°48'08" East, 111.65 feet; (10) North 86°42'44" East, 54.87 feet; (11) North 80°01'58" East, 223.49 feet; (28) North 83°00'15" East, 207.30 feet; (12) North 3°00'07" West, 247.82 feet to the north line of O.R. Volume 1067, Page 470; thence on the north line of O.R. Volume 1067, Page 470 on the following courses: (1) North 58°11'42" East, 184.45 feet; (2) North 05°07'55" East, 210.00 feet; (3) South 84°50'48" East, 991.50 feet to a point in the east line of Section 24; (5) on the east line of Section 24 South 05°00'54" West, 498.91 feet to the REAL POINT OF BEGINNING containing 72.7908 acres more or less. Of the 72.7908 acres, 60.7073 acres are in Section 23 and 12.0835 acres are in Section 24.

The above description is a result of a survey prepared by Carl D. Walker of Savage, Walker & Associates, Inc., Ohio Registered Surveyor No. 6260 dated November 16, 2000, the survey plat which is filed in Volume 118, Plat No. 77 of the Warren County Engineer's Record of Land Division.

Old: 16-23-200-018 5.1885 AC
 Old: 16-23-200-019 123.7995 AC
 Old: 16-23-238-004 72.7908 AC
 New: 16-23-238-006 72.7908 AC
 Rem: 16-23-200-020 5.1291 AC.R
 Rem: 16-23-200-021 119.9695 AC.R
 Rem: 16-23-238-007 3.8894 AC.R

APPROVED
 WARREN CO. MAP DEPT.
 DATE 12-3-02
 BY 

TRANSFERRED

DEC 05 2002
 SEC. 319.202 COMPLIED WITH
 NICK NELSON, Auditor
 WARREN COUNTY, OHIO

BETH DECKARD - WARREN COUNTY RECORDER
 Doc #: 352839 Type: DEED
 Filed: 12/05/2002 11:13:18 \$ 18.00
 UR Volume: 2795 Page: 853 Return: M
 Rec#: 31806 Pages: 3
 SAVAGE WALKER & ASSOC

EXHIBIT 'A'

**LEGAL DESCRIPTION
FOR
GREAT AMERICAN INSURANCE COMPANY
72.7908 Acre Parcel**

Being a parcel of land situated in Deerfield Township, City of Mason, Warren County, Ohio; Sections 23 and 24, Town 4, Range 2 and being part of the properties as conveyed by deed recorded in O.R. Volume 1067, Page 470 O.R. Volume 1067, Page 999, O.R. Volume 598, Page 759 of the deed records of the Recorders Office of Warren County, Ohio and being located within the following described points in the boundary thereof:

Commencing at the northeast corner of Section 23, said point also being the REAL POINT OF BEGINNING of the parcel herein described; thence on the east line of said Section 23 and the lines of O.R. Volume 1067, Page 470 on the following courses: (1) South 05°10'00" West, 296.99 feet to the west limited access line of Interstate 71; (2) on the west line of said limited access line South 38°36'45" West, 2,015.80 feet; (3) on the west line of said limited access line on a curve deflecting to the left having a radius of 12,427.67 feet, an arc length of 887.83 feet, a chord bearing South 36°33'57" West, 887.64 feet; (4) leaving said west line North 37°26'06" West, 93.56 feet; on a new division line on the following courses: (1) North 74°55'99" West, 140.18 feet; (2) North 2°29'13" East, 157.53 feet; (3) North 0°48'05" West, 203.97 feet; (4) North 2°57'29" West, 199.58 feet; (5) North 11°35'03" West, 370.26 feet;

(6) North 19°50'02" West, 148.97 feet; (7) North 6°27'14" West, 199.41 feet; (8) North 17°02'52" East, 156.06 feet; (9) North 9°00'42" West, 730.76 feet; (10) South 85°38'00" East, 292.07 feet; (11) South 36°34'28" East, 132.96 feet; (12) South 21°01'34" East, 214.89 feet; (13) South 68°57'26" east, 50.76 feet; (14) South 10°08'01" West, 314.93 feet; (15) South 76°34'29" East, 171.52 feet; (16) North 53°03'12" East, 71.66 feet to the southwest corner of O.R. Volume 1067, Page 475; thence on the lines of said O.R. Volume 1067, Page 475 on the following courses: (1) South 80°20'40" East, 475.42 feet; (2) North 10°30'37" East, 417.72 feet; (3) North 54°55'28" East, 76.25 feet; (4) North 27°13'12" East, 103.97 feet; (5) North 7°17'53" West, 50.87 feet; (6) North 51°39'59" West, 80.64 feet; (7) South 82°03'16" West, 108.66 feet; (8) North 78°42'09" West, 373.84 feet; (9) South 9°48'06" West, 252.76 feet; (10) South 11°28'15" West, 171.34 feet; (11) South 9°11'26" West, 211.67 feet; thence leaving the lines of said O.R. Volume 1067, Page 475 on the following courses: (1) North 7°20'15" East, 321.11 feet; (2) North 16°12'48" East, 77.98 feet; (3) North 7°27'03" East, 72.89 feet; (4) North 3°07'15" East, 78.63 feet; (5) North 3°03'26" East, 92.25 feet, (6) North 74°06'51" West, 207.83 feet; (7) on a non tangent curve deflecting to the right having a radius of 121.25 feet, an arc length of 88.27 feet, and a chord bearing North 11°24'12" West, 86.34 feet; (8) North 13°15'02" East, 114.91 feet; (9) on a non tangent curve deflecting to the right having a radius of 125.81 feet, an arc length of 115.69 feet, and a chord bearing North 50°48'08" East, 111.65 feet; (10) North 86°42'44" East, 54.87 feet; (11) North 80°01'58" East, 223.49 feet; (12) North 83°00'15" East, 207.30 feet; (13) North 3°00'07" West, 247.82 feet to the north line of O.R. Volume 1067, Page 470; thence on the north line of Volume 1067, Page 470 on the following courses: (1) North 58°11'42" East, 184.45 feet; (2) North 05°07'55" East, 210.00 feet; (3) South 84°50'48" East, 991.50 feet to a point in the east line of Section 24; (4) on the east line of Section 24 South 05°00'54" West, 498.91 feet to the REAL POINT OF BEGINNING containing 72.7908 acres more or less. Of the 72.7908 acres, 60.7073 acres are in Section 23 and 12.0835 acres are in Section 24.

The above description is a result of a survey prepared by Carl D. Walker of Savage, Walker & Associates, Inc., Ohio Registered Surveyor No. 6260 dated November 16, 2000, the survey plat which is filed in Volume _____, Plat No. _____ of the Warren County Engineer's Record of Land Division.

**LEGAL DESCRIPTION
FOR
GREAT AMERICAN INSURANCE COMPANY
4.5000 Acre Parcel**

Being a parcel of land situated in Deerfield Township, City of Mason, Warren County, Ohio; Sections 24, Town 4, Range 2 and being all of lot 8 of Kings Mill Road Subdivision, Phase III, Part 2 as recorded in Plat Book 23, Page 32 & 33 of the deed records of the Recorder's Office of Warren County, Ohio and being located within the following described points in the boundary thereof:

Commencing at the southwest corner of said lot 8, said point being the REAL POINT OF BEGINNING of the parcel herein described; thence on the lines of said lot 8 on the following courses: (1) North 05°38'29" East, 512.13 feet; (2) North 83°34'48" East, 128.98 feet; (3) on a curve deflecting to the right having a radius of 490.00 feet, an arc length of 103.75 feet, and a chord bearing North 89°38'45" East, 103.56 feet; (4) South 84°17'18" East, 113.55 feet; (5) on a curve deflecting to the left having a radius of 515.00 feet, an arc length of 19.88 feet, and a chord bearing South 85°23'40" East, 19.88 feet; (6) South 5°38'29" West, 550.57 feet; (7) North 84°17'18" West, 362.55 to the REAL POINT OF BEGINNING containing 4.5000 acres more or less.

The above description is a result of a survey prepared by Carl D. Walker of Savage, Walker & Associates, Inc., Ohio Registered Surveyor No. 6260 dated November 16, 2000.

LEGAL DESCRIPTION
FOR
GREAT AMERICAN INSURANCE COMPANY
4.1751 Acre Parcel

Being a parcel of land situated in Deerfield Township, City of Mason, Warren County, Ohio; Sections 24, Town 4, Range 2 and being part of the properties as conveyed by deed recorded in O.R. Volume 2003, Page 989 and being part of lot 9 of Kings Mill Road Subdivision, Phase III, Part 2 as recorded in Plat Book 23, Page 32 & 33 of the deed records of the Recorders Office of Warren County, Ohio and being located within the following described points in the boundary thereof:

Commencing at the southeast corner of said lot 9, said point being the REAL POINT OF BEGINNING of the parcel herein described; thence on the south line of said lot 9 North 84°17'18" West, 576.07 feet; thence leaving the south line of lot 9 on a new division line on the following courses: (1) North 30°22'33" East, 49.30 feet; (2) on a curve deflecting to the right having a radius of 181.62 feet, an arc length of 78.82 feet, and a chord bearing North 42°10'41" East, 74.30 feet; (3) North 53°58'50" East, 278.28 feet; (4) on a curve deflecting to the left having a radius of 218.38 feet, an arc length of 97.22 feet, and a chord bearing North 41°13'38" East, 96.42 feet; (5) North 28°28'26" East, 127.15 feet to the north line of said lot 9 and the south line of Courseview Drive; thence on the north line of said lot 9 and the south line of Courseview Drive on the following courses: (1) on a curve deflecting to the left having a radius of 435.00 feet, an arc length of 116.67 feet, and a chord bearing South 88°44'12" East, 116.32 feet; (2) North 83°34'48" East, 83.74 feet; thence leaving the south line of Courseview Drive on east line of lot 9 North 5°38'29" East, 512.13 feet to the REAL POINT OF BEGINNING containing 4.1751 acres more or less.

EXHIBIT A
LEGAL DESCRIPTION
FOR
GREAT AMERICAN INSURANCE COMPANY

7.2544 Acres

Being a parcel of land situated in Deerfield Township, City of Mason, Warren County, Ohio, Section 23, Town 4, Range 2 and being all of the property as conveyed in O.R. Volume 598, Page 759, and being part of the property as conveyed in O.R. Volume 543, Page 87 of the deed records of the Recorders Office of Warren County, Ohio and being located within the following described points in the boundary thereof:

Commencing at the northeast corner of Section 23; thence with the north line of said section North 84°46'48" West, 1,094.02 feet; thence leaving said north line South 05°13'12" West, 533.90 feet to the Real Point of Beginning of the parcel herein described; thence South 78°42'09" East, 52.13 feet; thence North 82°03'16" East, 108.66 feet; thence South 51°39'59" East, 80.64 feet; thence South 07°17'53" East, 50.87 feet; thence South 27°13'12" West, 103.97 feet; thence South 54°55'28" West, 76.25 feet; thence South 10°30'37" West, 417.72 feet; thence North 80°20'40" West, 475.42 feet; thence North 09°11'26" East, 211.67 feet; thence North 11°28'16" East, 171.34 feet; thence North 09°48'06" East, 252.76 feet to the northwest corner of the parcel herein described; thence South 78°42'09" East, 321.71 feet to the Real Point of Beginning containing 7.2544 acres, more or less.

The above description is a result of a survey prepared by Carl D. Walker of Savage, Walker & Associates, Inc., Ohio Registered Surveyor No. 6260 dated September 9, 1994, the survey plat which is filed in Volume 92, Plat No.32 of the Warren County Engineer=s Record of Land Division.

EXHIBIT B

1. Declaration of Easements, Identification and Modification Agreement among Great American Insurance Company, Grizzly Golf, Inc. and Mortgagor.
2. Tennis Stadium Access and Parking Easement Agreement among Great American Insurance Company, Grizzly Golf, Inc. and Mortgagor.
3. Tournament and Special Events Access Easement among Great American Insurance Company, Grizzly Golf, Inc. and Mortgagor.
4. Tournament and Special Events Parking Easement Agreement among Great American Insurance Company, Grizzly Golf, Inc. and Mortgagor.
5. Easement Agreement among Cintas Sales Corporation, Great American Insurance company and Al. Neyer, Inc., as amended.