



SECOND ADDENDUM TO AGREEMENT OF PURCHASE AND SALE

THIS SECOND ADDENDUM TO AGREEMENT OF PURCHASE AND SALE ("Second Addendum") is dated as of the 27th day of November, 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"); and

WHEREAS, Seller and Purchaser now desire to enter into this Second 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 date for closing shall be extended until January 15, 2007.

2. This Second Addendum, taken together with the First 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 Second Addendum, the First 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 Sate of Ohio. This Second 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: [Signature]
Name: Eric Hansen
Title: Acting City Manager

SELLER:

GRIZZLY GOLF CENTER, INC, an Ohio corporation

By: [Signature]
Name: James C. Ashworth
Title: President

STATE OF OHIO)
: SS
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 27 day of NOVEMBER 2006, by ERIC HANSEN, ACTING CITY MANAGER of The CITY OF MASON, a political subdivision existing under the laws of the State of Ohio on behalf of such port authority.

[Signature]
JOAN BERNARD
Notary Public

Notary Public, State of Ohio
My Commission Expires May 7, 2010

STATE OF OHIO)
: SS
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 27th day of November 2006, by JAMES C. ASHWORTH, PRESIDENT of GRIZZLY GOLF CENTER, INC., an Ohio corporation, on behalf of said corporation.

[Signature]
Notary Public

ANDREA S POLAN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 26, 2007