

**AGREEMENT FOR
GOLF COURSE MANAGEMENT SERVICES**

THIS AGREEMENT is made by and between The CITY OF MASON, OHIO, a political subdivision existing under the laws of the State of Ohio (“Owner”) and RECREATION MANAGEMENT SERVICES, INC., an Ohio corporation (“The Management Firm”).

WITNESSETH:

WHEREAS, Owner owns and controls a public golf facility located in Mason, Ohio, which is more commonly known as The Golf Center At Kings Island (“Center”), consisting of approximately 209 acres of land together with all buildings, fixtures, personal property, intangible property, fixtures and machinery; furnishings and furniture and other equipment and improvements located thereon, or used in connection therewith in the operation of Center; and,

WHEREAS, Center includes (i) an eighteen (18) hole golf course commonly known as the “Grizzly Golf Course”, (ii) a four (4) hole “Academy Course”, (iii) a storage building for golf carts, (iv) a maintenance building, (v) a building used to host golf outings, weddings, parties banquets and meetings commonly known as the “Courseview Pavilion”, (vi) a clubhouse building containing: (A) a golf merchandise and pro shop; (B) a restaurant commonly known as the “Courseview Restaurant”; (C) administrative offices and business files; and (D) food and beverage and merchandise inventories, (vii) a outdoor food service patio and bar area commonly known as “Jack’s Patio”, (viii) three food service buildings on the Grizzly Golf course, two of which contain restrooms, (ix) a covered outdoor shelter for private functions, a driving range located on the southern portion of the property, and (x) all furnishings and equipment including all furniture, trade fixtures, apparatus, maintenance vehicles and equipment, golf carts, rental golf clubs and bags, ball washers, benches, kitchen equipment, appliances, china, glassware, silverware, office equipment, operational manuals, computers, point of sale systems, copy machines facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of Center, including all operating inventories as of the effective date of this Agreement (“Property”); and,

WHEREAS, the legal description of the Center is more fully described in Exhibit “B” which is attached hereto and incorporated herein and,

WHEREAS, Owner and the MANAGEMENT FIRM have previously entered into an Agreement for Golf Course Management, which both parties desire to terminate in order to enter into this Agreement; and

WHEREAS, Owner desires to engage THE MANAGEMENT FIRM to operate and manage Center, all on the terms and conditions contained hereinafter; and,

WHEREAS, THE MANAGEMENT FIRM desires to be so engaged, all on the terms and conditions contained hereinafter;

1. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and

agreements contained herein, Owner hereby retains, engages and appoints THE MANAGEMENT FIRM to supervise, manage, direct, and operate Center on behalf of Owner during the Term of this Agreement, and any extensions thereof, in a manner typical of other public golf courses in the Mason, Ohio area, and THE MANAGEMENT FIRM hereby accepts said appointment upon and subject to the terms and conditions contained herein.

Section 1. Definitions. As used in this Agreement, the following shall have the respective meanings indicated below:

(a) Capital Expenditures. “Capital Expenditure” means any course expense which qualifies under United States generally accepted accounting principles (“GAAP”) as a capital expenditure. GAAP normally requires an expenditure which involves the purchase of an asset used in Center or an alteration, addition, improvement, repair, replacement, rebuilding or renovation to an asset used in Center, and which (i) has a useful life beyond one (1) year; or (ii) extends the useful life of an existing asset; and (iii) the cost or expense of which exceeds Five Thousand Dollars (\$5,000.00), to be capitalized and the cost to be depreciated over a certain term as determined by GAAP and applicable tax law.

(b) Designated Representatives.

(i) Owner’s Representative means a person or persons designated from time to time by Owner to which THE MANAGEMENT FIRM shall direct reports, questions and requests for action. Owner’s Representative shall be designated by Owner and communicated in writing to THE MANAGEMENT FIRM from time to time.

(ii) THE MANAGEMENT FIRM’S Representative means a person or persons to be designated by the THE MANAGEMENT FIRM from time to time, to which Owner shall direct questions and requests for information or action. The initial MANAGEMENT FIRM Representative shall be Peter K. Ryan.

(c) Center Expenses. “Center Expenses” means all costs and expenses incurred in the operation, management and maintenance of Center, excluding Payroll Expenses, cost of insurance required to be maintained by THE MANAGEMENT FIRM, costs of payroll processing, training, professional memberships for personnel of THE MANAGEMENT FIRM, and any other general business expense of THE MANAGEMENT FIRM incurred in its operation of the Center, but including (a) all other expenditures made by THE MANAGEMENT FIRM on Owner’s behalf, as authorized through Owner’s purchasing process, in the performance of THE MANAGEMENT FIRM’s obligations under this Agreement; (b) all expenses specifically identified as “Center Expenses” in this Agreement; (c) all direct operation and maintenance

costs associated with the Bruin Course located on property owned by Tennis For Charity to the east of Center (the "Bruin Course"), excepting any rental or lease payment expense due to the owner of the Bruin course, which direct operation and maintenance expenses shall be separately estimated and recorded by THE MANAGEMENT FIRM, to the best of its ability, and reported to Owner; (d) all direct operation and maintenance costs associated with the driving range located on the Tennis for Charity property to the east of the Center (the "TFC Driving Range"), excepting any rental or lease payment expense due to the owner of the TFC Driving Range, which direct operation and maintenance expenses shall be separately estimated and recorded by THE MANAGEMENT FIRM, to the best of its ability, and reported to Owner; (e) all other expenses incurred by THE MANAGEMENT FIRM in connection with this Agreement and the management, operation and maintenance of Center, which expenses were not reasonably anticipated by the parties or otherwise provided for in this Agreement and which, if made by THE MANAGEMENT FIRM on behalf of Owner, would be consistent with expenses incurred by a party having the authority and responsibilities of a golf course manager. If, and to the extent that, Owner is not exempt from the collection and/or payment of sales or other taxes affecting operation of Center, THE MANAGEMENT FIRM shall collect all taxes due on taxable sale transactions conducted at Center and shall forward all such sales tax amounts collected to Owner in accordance with the terms of Paragraph 3.(f)(i) and 3.(f)(ii). THE MANAGEMENT FIRM shall not be obligated to collect any sales or other taxes normally due as Center Expenses in the event and to the extent that Owner is eligible for tax exempt status on such expenditures.

(d) Gross Center Revenues. "Gross Center Revenues" means all revenues associated with or arising from the operation of Center, to the extent collected by THE MANAGEMENT FIRM on behalf of Owner pursuant to this Agreement, including, but not limited to, green fees, electric cart rental fees, pull cart rental fees, merchandise sales, food and beverage sales, tournament, outing and event sales and fees, league fees, membership fees, sponsorship fees, sales of gift certificates redeemable for green fees, cart rentals, merchandise, ten percent (10%) of individual and five per cent (5%) of group golf lessons revenue realized by teaching golf professionals, all revenue associated with the Bruin Course and the TFC Driving Range and all sales taxes collected on taxable items. If applicable THE MANAGEMENT FIRM will maintain supporting point of sale reporting documentation that corroborates lesson rosters and receipt of lesson revenue and which may be reviewed by Owner upon Owner's request. The balance of the individual and group lesson revenue will be paid to the teaching professionals and none will be retained by THE MANAGEMENT FIRM. Gross Center Revenues, with the exception of membership dues and other amounts due from members, which will be measured when paid, will be on a cash basis and measured based on the daily deposits for the contract period.

(e) Maintenance and Repairs. "Maintenance and repairs" means the continuous proper maintenance, repair and upkeep of Center, including, but not limited to, the Grizzly course, the Bruin course (if applicable), the TFC Driving

Range (if applicable), all structures and buildings, all irrigation systems, irrigation wells, turf on greens, tees, fairways and other public areas, furnishings and equipment, including all furniture, trade fixtures, apparatus, course maintenance vehicles and equipment, golf carts, rental golf clubs and bags, ball washers, benches, uniforms, kitchen equipment, appliances, office equipment, computers, point of sale systems, copy machines, facsimile machines, telephone systems (not including pay telephones), and all other property, both personal and real, used or in storage for use in the operation of Center necessary, without limitation, to assure proper day-to-day operations of Center consistent with **EXHIBIT "A", SCOPE OF SERVICES AND STANDARDS**, attached hereto and incorporated herein.

(f) Operating Inventory. "Operating Inventory" means consumable items used in or held in storage for use in the operation of Center, including, but not limited to, score cards, pro shop merchandise, food and beverage inventory, kitchen supplies, paper and plastic ware, locker room and bathroom supplies, towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies and other similar items.

(g) Operating Year/Fiscal Year. "Fiscal Year" means a twelve (12) month period commencing on January 1 and continuing through to the following December 31. "Operating Year" means a period mutually agreeable to THE MANAGEMENT FIRM and Owner during which time Center is open to the public.

(h) Payroll Expense. "Payroll Expense" means: (i) the direct wage and salary expense of THE MANAGEMENT FIRM'S permanent and seasonal employees, with all salary expense of seasonal employees being subject to all state and federal minimum wage rates in effect at the time of payment, (ii) all payroll related overhead, including the expense of payments related to payroll processing services and direct deposit charges for THE MANAGEMENT FIRM'S permanent and seasonal employees, FICA, FUTA and Medicare taxes, State of Ohio unemployment taxes or insurance premia, worker's compensation insurance premium (excluding retroactive assessments), and all other federal, state and municipal payroll related taxes, all at current rates then in effect as mandated by law or statute at time of payment, borne by THE MANAGEMENT FIRM and not by THE MANAGEMENT FIRM'S employees, and (iii) THE MANAGEMENT FIRM'S employee benefits and their cost of administration.

(i) Unanticipated Expenditures. "Unanticipated Expenditures" means unbudgeted, unanticipated emergency expenditures that were unforeseen at the time of preparation of the Annual Budget, and which are deemed commercially reasonable and necessary by THE MANAGEMENT FIRM, after consultation with Owner, to (i) protect Owner's interest in Center; (ii) protect the safety of Center employees and customers; and (iii) avoid business interruption of Center. "Unanticipated Expenditures" shall be Center Expenses and may be made by THE MANAGEMENT FIRM without Owner's prior authorization except that

Unanticipated Expenditures aggregating more than \$15,000.00 per incident may not be made without Owner's prior approval; provided, that THE MANAGEMENT FIRM shall use good faith efforts to minimize the amount of any Unanticipated Expenditures. THE MANAGEMENT FIRM shall promptly notify Owner of the need for or incurrence of all Unanticipated Expenditures and obtain Owner's approval prior to any Unanticipated Expenditure in excess of \$15,000.00. In order to facilitate THE MANAGEMENT FIRM'S efforts to notify Owner and gain Owner's approval in such instances, Owner shall at all times furnish THE MANAGEMENT FIRM with the name and contact information of a representative of Owner who shall be available to THE MANAGEMENT FIRM on a twenty-four (24) hour, seven (7) day a week basis.

(j) **Net Revenue.** "Net Revenue" means Gross Center Revenues less any refunds, returns and sales taxes collected on taxable items. Net Revenue shall exclude all tips and lesson fees paid directly to THE MANAGEMENT FIRM employees.

Section 2. Scope of Services and Standards.

During the Term of this Agreement, and any extensions thereof, THE MANAGEMENT FIRM shall use commercially reasonable efforts to perform any act that is necessary to operate and manage Center, subject to the terms and conditions contained herein, on behalf of and for the account of, and at the sole cost of Owner, and THE MANAGEMENT FIRM shall further provide the services set forth in **EXHIBIT "A", SCOPE OF SERVICES AND STANDARDS**, attached hereto, and incorporated herein.

In providing any and all management services to Owner of any kind or nature, including, but not limited to, all of the services set forth in the attached EXHIBIT "A", THE MANAGEMENT FIRM'S: (i) standards and levels of maintenance of all Golf Center grounds and physical facilities and (ii) supervisory management and operational services for Center shall be typical of other public golf courses in the Mason, Ohio area.

Section 3. Conformance to Owner's Accounting Control and Practices.

(a) THE MANAGEMENT FIRM acknowledges that Owner has established certain accounting and control policies and procedures ("Owner's Controls"), some of which Owner is subject to by law due to Owner's status as a political subdivision of the State of Ohio. THE MANAGEMENT FIRM agrees to comply with Owner's Controls including those related to depository and expenditure matters. THE MANAGEMENT FIRM specifically agrees to comply with Owner's polices regarding the use of purchase orders, emergency purchase orders and blanket purchase orders with respect to THE MANAGEMENT

FIRM'S purchase of goods and services necessary for the operation of Center. THE MANAGEMENT FIRM will cause all Center Expenses and Capital Expenditures approved by Owner to be invoiced directly to Owner and Owner agrees to pay such invoices in a timely manner. THE MANAGEMENT FIRM acknowledges and agrees that it shall notify Owner of any request for a single purchase/purpose of Fifteen Thousand Dollars (\$15,000.00) or higher, and the public bidding procedures of Owner shall be followed to procure such item or items.

(b) Owner acknowledges that THE MANAGEMENT FIRM and Owner may find it necessary, in the course of the operation of Center by THE MANAGEMENT FIRM, to periodically review Owner's Controls with respect to the purchase of goods and services by THE MANAGEMENT FIRM necessary for the efficient and uninterrupted operation of Center by THE MANAGEMENT FIRM on Owner's behalf. Specifically, Owner agrees to cooperate with THE MANAGEMENT FIRM in establishing a cash fund to be maintained by THE MANAGEMENT FIRM'S Controller for the purchase of goods and services which can only be purchased or obtained on a cash basis, could not have been anticipated or for which the use of purchase orders, emergency purchase orders or blanket purchase orders is not applicable. Such cash expenditures include, but are not limited to, cash payments for emergency and unanticipated purchases from vendors who accept only cash payment. THE MANAGEMENT FIRM agrees that in maintaining such cash funds, it will comply with all control, audit, reporting, documentation and replenishment procedures and requirements that are established by Owner's Finance Director concerning such funds and further agrees that the maintenance of such cash fund is subject to Owner's ongoing review and approval.

(c) THE MANAGEMENT FIRM shall use commercially reasonable efforts to perform any act that is necessary to operate and manage Center during the term of this Agreement, subject to the terms and conditions herein, and subject to the ultimate approval of Owner on all issues of operation of the Center. In fulfilling its operational and managerial responsibilities hereunder, THE MANAGEMENT FIRM shall have all rights ordinarily accorded to a manager in the ordinary course of business including, without limitation, the collection of proceeds from the operation of Center. THE MANAGEMENT FIRM shall not be obligated to advance any of its own funds to, or for the account of, Owner nor to incur any liability, unless Owner shall have furnished THE MANAGEMENT FIRM with funds necessary for the full discharge thereof. However, if for any reason THE MANAGEMENT FIRM shall have advanced funds in payment of any reasonable expense after prior notice to and approval by Owner in connection with the maintenance and operation of Center, Owner shall reimburse THE MANAGEMENT FIRM within thirty (30) days of Owner's receipt of THE MANAGEMENT FIRM'S invoice for the full amount of such payments made by THE MANAGEMENT FIRM. This provision for the advancement of funds shall be limited to expenditures of less than \$15,000.00

(d) **Business Plan.** By September 15th of each year, THE MANAGEMENT FIRM shall develop and submit to Owner a business plan for Center (the "Business Plan") for the coming year, which shall include (i) proposed marketing, sales, promotion, advertising, and public relations concepts for Center, (ii) a schedule of proposed fees, (iii) a preliminary annual operating and capital budget for Center, the content of which shall conform to the ANNUAL BUDGET CONTENT section contained in Section 2. of the attached **EXHIBIT "A", SCOPE OF SERVICES AND STANDARDS** and (iv) a description of the assumptions upon which the Business Plan is based. Owner shall give its comments and/or approval of the Business Plan in a commercially reasonable manner as soon as practicable as part of the Owner's annual budget process. In the event of disapproval of any Business Plan (or any portion thereof), Owner, in its sole discretion and in a good faith and diligent manner, shall approve a commercially reasonable Provisional Business Plan until such time as Owner and THE MANAGEMENT FIRM agree upon a replacement Business Plan. THE MANAGEMENT FIRM shall not be deemed to have made any guarantee or warranty in connection with the results of the operations or performance set forth in the Business Plan or Provisional Business Plan since the parties acknowledge that the Business Plan or Provisional Business Plan is intended to set forth objectives and goals based upon THE MANAGEMENT FIRM'S and Owner's judgment and the facts and circumstances known by THE MANAGEMENT FIRM and Owner at the time of preparation.

Owner agrees that the Annual Budget is intended to be a reasonable estimate, and accordingly, THE MANAGEMENT FIRM shall be entitled from time to time to request revisions to the annual operating budget to cover any expenditures that were unanticipated at the time of the preparation of the annual operating budget, or have become necessary as a result of current economic conditions, but are nonetheless reasonable and necessary to carry out THE MANAGEMENT FIRM'S obligations contained in this Agreement. THE MANAGEMENT FIRM shall be required to obtain Owner's prior written approval of any expenditures resulting from any request by THE MANAGEMENT FIRM to revise the annual operating budget which would result in total expenditures exceeding the total Annual Budget and/or Capital Budget appropriation for the operation of Center.

(e) Owner and THE MANAGEMENT FIRM hereby agree to cooperate with one another in a good faith and diligent manner to develop systems, procedures and controls that will maximize the efficiency of Center operations as they relate to the daily payment and procurement of goods and services necessary for the efficient and uninterrupted operation of Center while providing Owner with the controls and reporting and accounting practices to which it is subject under the laws of the State of Ohio.

(f) Owner and THE MANAGEMENT FIRM agree on the following procedures:

(i) All funds collected by THE MANAGEMENT FIRM in connection with Center's operation shall be deposited into a depository account designated by Owner no later than 12:00 Noon on the first business day that is not a banking holiday following the collection of such funds. THE MANAGEMENT FIRM shall provide Owner with a copy of each daily deposit slip. In the event that THE MANAGEMENT FIRM suffers a loss of monies related to the transportation and deposit of funds due to theft or other unlawful activity not committed by THE MANAGEMENT FIRM or its employees, the loss shall be submitted as a claim under THE MANAGEMENT FIRM's crime coverage insurance as provided for hereafter. Owner agrees to reimburse THE MANAGEMENT FIRM for any required deductible related to any such claim.

(ii) THE MANAGEMENT FIRM will maintain current and accurate records of cash receipts onsite, including cash register tapes and a summary of daily receipts which shall be available for inspection by Owner at any time.

Section 4. Insurance.

THE MANAGEMENT FIRM shall procure and maintain, at its own expense, for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise or in connection with the performance of the work hereunder and the results of that work by THE MANAGEMENT FIRM and its employees. Coverage should be at least as broad as:

(a) **Commercial General Liability (CGL):** on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence.

(b) **Automobile Liability (AL):** covering any auto, or if THE MANAGEMENT FIRM has no owned autos, hired and non-owned autos, with limit of no less than \$1,000,000 per accident for bodily injury and property damage.

(c) **Liquor Liability (LL):** liquor liability coverage to cover the sale of alcohol with limits no less than \$2,000,000 per occurrence.

(d) **Workers' Compensation:** THE MANAGEMENT FIRM shall procure and maintain at all times during the term of this Agreement State of Ohio Worker's Compensation Insurance.

(e) **Crime Coverage:** protection against the loss of monies by reason of burglary, larceny, robbery or other causes with limits no less than \$25,000 per occurrence and protection against employee dishonesty or embezzlement with limits of no less than \$100,000 per occurrence.

(f) The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) ***Additional insured Status***

The Owner, its officers, elected and appointed officials, all employees and volunteers are to be covered as additional insureds on the CGL, AL and LL policy with respect to liability arising out of work or operations performed by or on behalf of THE MANAGEMENT FIRM.

(ii) ***Primary Coverage***

For any claims related to this Agreement, THE MANAGEMENT FIRM's insurance coverage shall be primary insurance as respects the Owner, its officials, employees and volunteers. Any insurance or self-insurance or similar protection maintained by the Owner, its officers, officials, employees or volunteers shall be excess of THE MANAGEMENT FIRM'S insurance and shall not contribute with it.

(iii) ***Notice of Cancellation***

Each insurance policy required above shall include a notice of cancellation clause requiring notification to be sent to Owner. Owner shall promptly be notified by THE MANAGEMENT FIRM in the event of any cancellation or any changes in such policies.

(iv) ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Owner.

(v) ***Verification of Coverage***

THE MANAGEMENT FIRM shall furnish the Owner with certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required herein. Failure to obtain the required documents prior to the work beginning shall not waive THE MANAGEMENT FIRM'S obligation to provide them.

(vi) ***Special Risks or Circumstances***

The Owner, at its sole expense, reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Section 5. Independent Contractor.

(a) THE MANAGEMENT FIRM shall perform all work and services described herein as an independent contractor and not as an officer, agent or employee of Owner except where specially authorized in this agreement. Nothing herein shall be construed as creating a partnership or joint venture between Owner and THE MANAGEMENT FIRM. No person performing any of the work or services described hereunder shall be considered an officer, agent or employee of Owner, nor shall any such person be entitled to any benefits available or granted to employees of Owner.

(b) None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

(c) Except were specifically authorized in this agreement, none of the parties hereto is an agent, employee, or representative of the other.

(d) None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any rights hereunder to third parties or other persons, or to increase the duties or responsibility of the parties to other persons; the sole purpose of this Agreement is to establish the relationships and the respective rights or duties of the parties hereto, each to the other.

(e) **The MANAGEMENT FIRM acknowledges and agrees that the Owner maintains complete control of the CENTER which shall only be used exclusively for the public use and purpose as determined by the Owner's legislative authority.**

Section 6. Default, Cure, Remedies and Termination.

(a) Events of Default.

The occurrence of any one or more of the following events which is not cured in any applicable grace or notice and cure period shall constitute a default under this Agreement (hereinafter referred to as an "Event of Default"):

(i) THE MANAGEMENT FIRM's or Owner's failure to pay any sums payable under this Agreement when and as the same shall become due and payable and such failure shall continue for a period of five (5) business days after written notice (specifying the item not paid) thereof from the other party to the defaulting party.

(ii) THE MANAGEMENT FIRM's or Owner's failure to comply with any of the covenants, agreements, the Management Firm, or conditions contained in this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof from the other party to the defaulting party specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any failure cannot with due

diligence be cured within such thirty (30) day period, if the defaulting party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be necessary for the defaulting party to cure the failure.

(iii) If THE MANAGEMENT FIRM or Owner (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by said party for the purpose of effecting any of the foregoing.

(iv) An order, judgment, or decree is entered without the application, approval, or consent of either party by any court of competent jurisdiction approving a petition seeking reorganization of said party or appointing a receiver, trustee, or liquidator of said party, or of all or a substantial part of any of the assets of said party, and such order, judgment, or decree remains unstayed and in effect for a period of ninety (90) days from the date of entry thereof.

(b) Cure.

(i) If, after the expiration of any applicable grace period or notice and cure period, THE MANAGEMENT FIRM or Owner shall have failed to cure any default in the performance of any representation, covenant, or obligation on its part to be performed, then the other party may, at any time thereafter, without further notice, perform the same for the account and at the expense of the other party. Notwithstanding the above, in the case of an emergency, either party may, after notice to the other party, so reasonably perform in the other party's stead prior to the expiration of any applicable grace period or notice and cure period; provided, however, the other party shall not be deemed in default under this Agreement.

(ii) If, pursuant to this Article, either THE MANAGEMENT FIRM or Owner at any time is compelled or elects (as permitted by the immediately preceding Section) (i) to pay any sum of money, (ii) to do any act which will require the payment of any sum of money, or (iii) to incur any expense (including reasonable attorneys' fees) in instituting, prosecuting, and/or defending any action or proceeding instituted by

reason of the other party's failure to perform, as described in the immediately preceding Section, the sum or sums paid or payable by such party, shall be immediately due from the other upon receipt of a statement and reasonable documentation therefore.

(c) Owner's Remedies. Upon the occurrence of an Event of Default by THE MANAGEMENT FIRM, Owner may:

(i) Seek specific performance of THE MANAGEMENT FIRM'S obligations or injunctive relief, as applicable;

(ii) Demand payment of all amounts due Owner under the terms of this Agreement and demand the payment of all costs, damages, expenses, and reasonable attorneys' fees of Owner arising due to THE MANAGEMENT FIRM'S Event of Default;

(iii) Proceed to remedy the Event of Default, and in connection with such remedy, Owner may pay all reasonable expenses and employ counsel. All sums so expended or obligations incurred by Owner in connection therewith shall be paid by THE MANAGEMENT FIRM to Owner, upon demand by Owner, and on failure of such reimbursement, Owner may, at Owner's option, deduct all costs and expenses incurred in connection with remedying the Event of Default from the next sums becoming due to THE MANAGEMENT FIRM from Owner under the term of this Agreement;

(iv.) Withhold any and all sums becoming due to THE MANAGEMENT FIRM until such time as THE MANAGEMENT FIRM remedies the Event of Default, provided that such Event of Default is not beyond the control of THE MANAGEMENT FIRM due to lack of approved budget amounts for Center Expenses and/or Guaranteed Management Fee or other lack of government approval;

(v) Terminate this Agreement by written notice of termination to THE MANAGEMENT FIRM. Upon proper termination of this Agreement THE MANAGEMENT FIRM shall surrender possession of the Property to Owner and transfer all contracts, licenses, unearned accounts receivable, furniture, fixtures, and equipment to Owner and assist in an orderly transfer of the operation to another management entity or Owner;

(vi) No remedy granted to Owner is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy hereunder, now or hereafter existing at law, in equity, or by statute. No delay or omission by Owner to exercise any right accruing upon an Event of Default shall impair Owner's

exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

(d) THE MANAGEMENT FIRM'S Remedies.

(i) Seek specific performance of Owner's obligations or injunctive relief, as applicable;

(ii) Demand payment of all amounts due THE MANAGEMENT FIRM under the terms of this Agreement and demand the payment of all costs, damages, expenses, and reasonable attorney's fees of THE MANAGEMENT FIRM due to Owner's Event of Default;

(iii) Proceed to remedy the Event of Default, and in connection with such remedy, THE MANAGEMENT FIRM may pay all reasonable expenses and employ counsel. All sums so expended or obligations incurred by THE MANAGEMENT FIRM in connection therewith shall be paid by Owner to THE MANAGEMENT FIRM, upon demand by THE MANAGEMENT FIRM, and on failure of such reimbursement, THE MANAGEMENT FIRM may, at THE MANAGEMENT FIRM'S option, deduct all costs and expenses incurred in connection with remedying the Event of Default from the next sums becoming due to Owner from THE MANAGEMENT FIRM under the terms of this Agreement;

(iv) Terminate this Agreement by THE MANAGEMENT FIRM's written notice of termination to Owner.

(v) No remedy granted to THE MANAGEMENT FIRM is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law, in equity, or by statute. No delay or omission by THE MANAGEMENT FIRM to exercise any right accruing upon an Event of Default shall impair THE MANAGEMENT FIRM'S exercise of any right or shall be construed to be a waiver of any Event of Default or acquiescence thereto.

(e) Events of Termination.

This Agreement shall terminate on the occurrence of any of the events set forth below:

(i) An Event of Default by THE MANAGEMENT FIRM, and Owner sends to THE MANAGEMENT FIRM a notice of termination for cause (after expiration of the applicable cure period);

(ii) An Event of Default by Owner, and THE MANAGEMENT FIRM sends to Owner a notice of termination for cause (after expiration of the applicable cure period);

(iii) Both parties agree in writing to terminate this Agreement;

(iv) Upon the expiration or termination of this Agreement according to its terms; or

(v) At any time after December 31 of the first year of the Term, or December 31 of the first year of any renewal Term of the initial Term thereafter, Owner may exercise the right to cease operation of Center as a municipal golf course and terminate this Agreement by giving THE MANAGEMENT FIRM ninety (90) days written notice, which notice may only be given effective the last day of any month (the "Termination Notice").

In the event Owner elects to terminate the Agreement pursuant to this provision within the Initial Term, THE MANAGEMENT FIRM shall be entitled to a Termination Payment in the amount of \$300,000.00

At Owner's option, THE MANAGEMENT FIRM would continue to manage, operate and maintain Center for consecutive periods of not less than thirty (30) days each, following the date of the Termination Notice (the "Requested Services"). THE MANAGEMENT FIRM would provide the Requested Services in accordance with its obligations contained in this Agreement, subject to THE MANAGEMENT'S FIRM'S ability to retain employees necessary to carry out the Requested Services during any period(s) following the date of the Termination Notice.

If Owner elects to have THE MANAGEMENT FIRM provide the Requested Services following the date of the Termination Notice, Owner shall pay THE MANAGEMENT FIRM a sum equal to one tenth (1/10) of the annual budgeted amount of the Fixed Management Fee in effect on the date of the Termination Notice for each thirty (30) day period that Owner desires the Requested Services to be provided.

(vi.) If THE MANAGEMENT FIRM fails to reach 70% of the Net Revenue Base by September 30 of any year of the Agreement, Owner may give written notice (the "Notice") of its desire to negotiate new terms and conditions of this Agreement (the "Amended Terms") for the remainder of the term of the Agreement. The parties shall then have an obligation, each to the other, to negotiate in a good faith manner to reach mutual agreement on the Revised Terms within 60 days of the Initial Notice (the "Negotiation Period"). If at the end of the Negotiation Period the parties have been unable to reach mutual agreement on the Amended Terms, the parties may mutually agree to enter into an additional 30 day period (the "Extended Negotiation Period") during which the parties shall have a continuing obligation, each to the other, to continue to negotiate in a good faith manner to reach mutual agreement on the Amended Terms. If, at the end of the Negotiation Period, or Extended Negotiation Period if the

parties have mutually agreed to enter into such Extended Negotiation Period, the parties have been unable to reach mutual agreement on the Amended Terms, Owner may elect to terminate the Agreement.

In the event Owner elects to terminate the Agreement pursuant to this provision within the Initial Term, THE MANAGEMENT FIRM shall be entitled to a Termination Payment in the amount of \$300,000.00.

(vii.) If THE MANAGEMENT FIRM fails to reach 80% of the Net Revenue Base by December 31 of any year of the Agreement, Owner may give written notice (the "Notice") of its desire to negotiate new terms and conditions of this Agreement (the "Amended Terms") for the remainder of the term of the Agreement. The parties shall then have an obligation, each to the other, to negotiate in a good faith manner to reach mutual agreement on the Revised Terms within 60 days of the Initial Notice (the "Negotiation Period"). If at the end of the Negotiation Period the parties have been unable to reach mutual agreement on the Amended Terms, the parties may mutually agree to enter into an additional 30 day period (the Extended Negotiation Period") during which the parties shall have a continuing obligation, each to the other, to continue to negotiate in a good faith manner to reach mutual agreement on the Amended Terms. If, at the end of the Negotiation Period, or Extended Negotiation Period if the parties have mutually agreed to enter into such Extended Negotiation Period, the parties have been unable to reach mutual agreement on the Amended Terms, Owner may elect to terminate the Agreement.

In the event Owner elects to terminate the Agreement pursuant to this provision within the Initial Term, THE MANAGEMENT FIRM shall be entitled to a Termination Payment in the amount of \$300,000.00.

(viii.) In the event of any changes or determinations in State or Federal laws, rules, or regulations, whether arising from legislation, decision of the courts or otherwise, including any final determination that would serve to deny or terminate any property tax exemption for the Center, which impact either party's ability to fulfill its obligations under this Agreement, either party may provide written notice (the "Initial Notice") to the other of its desire to negotiate a suitable revision to this Agreement (the "Amended Terms"). The parties shall then have an obligation, each to the other, to negotiate in a good faith manner to reach mutual agreement on the Amended Terms within 60 days of the Initial Notice (the "Negotiation Period"). If at the end of the Negotiation Period the parties have been unable to reach mutual agreement on the Amended Terms, the parties may mutually agree to enter into an additional 30 day period (the Extended Negotiation Period") during which the parties shall have a continuing obligation, each to the other, to continue to negotiate in a good faith manner to reach mutual agreement on the Amended Terms. If, at the end of the Negotiation Period, or Extended Negotiation Period if the parties

have mutually agreed to enter into such Extended Negotiation Period, the parties have been unable to reach mutual agreement on the Amended Terms, either party may elect to terminate the agreement by providing the other party with 30 days written notice of its intent to terminate the Agreement.

In the event Owner elects to terminate the Agreement pursuant to this provision within the Initial Term, THE MANAGEMENT FIRM shall be entitled to a Termination Payment in the amount of \$300,000.00.

Section 7. Management Fee to THE MANAGEMENT FIRM.

(a) The Total Management Fee shall be comprised of a Guaranteed Fee plus a Variable Fee. The Guaranteed Fee shall be \$1,350,000 for each year of the agreement's term and shall be adjusted based upon the annual Cost-of-Living Adjustment authorized by the Owner's City Council. The Variable Fee shall be \$300,000 for each year of the agreement's term and shall remain the same amount for the entire term.

(b) As part of the required Business Plan, THE MANAGEMENT FIRM shall submit an annual budget including the proposed Total Management Fee plus proposed Center Expenses. Owner shall determine the final budget for the Center including the Total Management Fee. Based on the final budget and Total Management Fee, the parties will determine the Net Revenue Base.

The parties further agree that the Net Revenue Base for the first year of this Agreement shall be \$2,375,000 and shall then automatically be adjusted based upon the annual Cost-of-Living Adjustment authorized by Owner's City Council. This provision shall not prohibit the parties from establishing a new Net Revenue Base in subsequent Agreement years through Owner's annual budgeting process.

(c) The Guaranteed Fee portion will be paid monthly on the first day of each month from January through October by means of electronic transfer of funds due to a banking institution designated by THE MANAGEMENT FIRM in an amount equal to one-tenth (1/10) of the Guaranteed Fee.

(d) The Variable Fee will be made by means of electronic transfer of funds due to a banking institution designated by THE MANAGEMENT FIRM within ten (10) business days after the Net Revenue Base ("NRB") is reached on the following non-cumulative schedule:

Less than 80% of NRB	-	0% of the Variable Fee
80% to 84% of NRB	-	10% of the Variable Fee
85% to 89% of the NRB	-	25% of Variable Fee
90% to 94% of NRB	-	50% of Variable Fee

95% to 99% of the NRB	-	90% of Variable Fee
100% to 104% of NRB	-	100% of Variable Fee
105% or more of the NRB	-	110% of Variable Fee

Any amount of the Variable Fee not paid to THE MANAGEMENT FIRM will be set aside by Owner for capital improvement re-investment in the Center as part of Owner's normal budgetary process.

(e) For illustration purposes only, a model of the Management Fee payment schedule is attached as Exhibit C.

Section 8. Term.

(a) The Initial Term of this Agreement shall commence upon the Effective Date, as defined herein, and extend until December 31, 2024, unless sooner terminated as provided hereunder.

(b) This Agreement may be renewed for additional 12 month periods or longer, upon the mutual agreement of each such renewal period, including but not limited to a Net Revenue Base to be mutually agreeable to both Owner and THE MANAGEMENT FIRM.

Section 9. Service Purchase Credit. Prior to September 30 of each year of this Agreement, Owner agrees to purchase no less than \$30,000.00 of services for Center related activities. Such purchases may be in several forms, including but not limited to gift cards, complimentary rounds of golf, or other services to be packaged with other Owner-provided amenities. This Service Purchase Credit shall be included as Net Revenue of the Center and shall be included when calculating THE MANAGEMENT FIRM's achievement of the agreed upon Net Revenue Base.

Section 10. Addresses for Notice.

To Owner:

City of Mason
6000 Mason Montgomery Road
Mason, Ohio 45040
Attention: City Manager

With a required copy (which shall not constitute notice) to:

Wood & Lamping, LLP
600 Vine Street – Suite 2500
Cincinnati, Ohio 45202
Attention: Jeffrey D. Forbes
Telephone: (513) 852-6092
Facsimile: (513) 419-6492

To THE MANAGEMENT FIRM:

Recreation Management Services, Inc.
3100 Fischer Rd.
Morrow, Ohio 45152
Attention: James C. Ashworth

With a required copy (which shall not constitute notice) to:

Keating, Muething & Klekamp, PLL
One East Fourth St.
Suite 1400
Cincinnati, Ohio
Attention: Edward E. Steiner
Telephone: (513) 579-6400
Facsimile: (513) 579-6457

Section 11. Notices. All notices, demands, consents, statements, requests, or other communications hereunder, or required by law, shall be in writing, and shall be deemed properly delivered when and if: (a) personally delivered; (b) sent to the telecopier number listed herein (with oral telephonic confirmation of receipt); (c) delivered by overnight private courier service which in the ordinary course of business maintains a record of receipt of each of its deliveries; or (d) five (5) days after being mailed United States, mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto and other persons, at their respective addresses set forth above or as they may hereafter specify by written notice delivered in accordance herewith.

A person receiving a notice which does not comply with the technical requirements for notice under this section may elect to waive any deficiencies and treat the notice as having been properly given.

Section 12. Assignment. This Agreement and all the terms and conditions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign or otherwise transfer this Agreement hereunder to any entity (other than one controlling, controlled by or under common control with the party deeming to assign or transfer this Agreement) without the prior written consent of the other party and any proposed assignment or other

transfer without the other party's consent shall be null and void and of no legal force or effect. No such assignment shall relieve the assigning or transferring party of its primary liability under this Agreement.

Section 132. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 14. Entirety. This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

Section 15. Severability. This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 16. Waiver. This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 17. Miscellaneous.

(a) **Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender, any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(b) **Attorneys Fees.** If either party commences an action against the other to enforce any of the terms of this Agreement or because of the breach by either party of any of the terms hereof, the losing or defaulting party shall pay to the prevailing party its reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

(c) **Captions.** The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

(d) **Construction.** No provisions of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

(e) **Entire Agreement.** This Agreement (together with the Exhibits hereto) constitutes the entire contract between the parties hereto and supersedes

all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

(f) **Time of Essence.** Time is of the essence in this transaction.

(g) **Original Document.** This Agreement may be executed by both parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

(h) **Governing Law.** This Agreement is delivered in the State of Ohio and is to be governed by and construed in accordance with the internal substantive laws of the State of Ohio. THE MANAGEMENT FIRM and Owner hereby irrevocably consent to, and by execution of this Agreement, submit to the personal jurisdiction of the Court of Common Pleas of Warren County, Ohio and the United States District Court sitting in Cincinnati, Ohio for the purposes of any judicial proceedings which are instituted for the interpretation or enforcement of this Agreement.

(i) **Compliance with Law.** THE MANAGEMENT FIRM shall (i) comply with all laws, ordinances, rules, or governmental regulations now or hereafter in force, or by order of any governmental or municipal power, department, agency, authority, or officer (collectively "Laws") in respect of the use, operation, maintenance, repair and restoration of Center, whether or not compliance therewith shall interfere with the use and enjoyment of Center; and (ii), except for those specifically deemed the obligation of Owner to procure, maintain and comply with all licenses and other authorizations required for any use of Center then being made, and for the proper installation, operation, and maintenance of Center or any part thereof.

(j) **Final Payments.** Upon termination of this agreement, all sums owed by either party to the other shall be paid within thirty (30) days of the effective date of such termination.

Section 18. Effective Date. This Agreement shall become effective upon the 1 day of January, 2015

(Remainder of page intentionally blank; signature page follows)

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

OWNER:

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

By: [Signature]
Name: Eric Hansen
Title: City Manager Acting City Manager

THE MANAGEMENT FIRM:

RECREATION MANAGEMENT SERVICES,
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 24th day of December 2014, 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 such political subdivision.

STATE OF OHIO)
: SS
COUNTY OF WARREN)

[Signature]
Notary Public
Kendra L Taylor, Notary Public
In and for the State of Ohio
My Commission Expires June 30th, 2015

The foregoing instrument was acknowledged before me this 11th day of December 2014, by James C. Ashworth, President of RECREATION MANAGEMENT SERVICES, INC., an Ohio corporation, on behalf of said corporation.

[Signature]
Notary Public

EXHIBIT A

Scope of Services and Standards

**EXHIBIT A
CITY OF MASON
GOLF COURSE MANAGEMENT SERVICES
SCOPE OF SERVICE AND STANDARDS**

Section 1. General

Capitalized terms used herein without specific definition shall have the meanings respectively ascribed thereto in the Agreement for Golf Course Management Services. The Management Firm shall be responsible for all areas and structures within the boundaries of Center.

THE MANAGEMENT FIRM's services shall include, but are not limited to; those described below. In providing any and all management services to Owner of any kind or nature, including, but not limited to, all of the services below, THE MANAGEMENT FIRM'S: (i) standards and levels of maintenance of all Center grounds and physical facilities and (ii) supervisory management and operational services for Center shall be typical of other public golf courses in the Mason, Ohio area. THE MANAGEMENT FIRM shall:

1. Operate Center in accordance with the standards set forth in the preceding Paragraph above and in conformance in all material respects with: (i) all applicable health, building and fire codes; (ii) all OSHA requirements, and (iii) all other municipal, state and federal reporting laws and license and permit requirements affecting Center. THE MANAGEMENT FIRM shall promptly notify Owner upon the receipt of notice from any government entity of a violation of any applicable law, ordinance, regulation, statute or government requirement, permit, certificate or rule with respect to Center and provide Owner with THE MANAGEMENT FIRM's plan to cure such violation or with evidence that the violation has been cured.
2. Use its commercially reasonable best efforts to maximize revenues and minimize expenses consistent with a safe, proper, competitive and efficient operation consistent with the budget.
3. Provide experienced and well-qualified on-site management to oversee all phases of Center operation.
4. Supervise all club house operations, including the sale of golf merchandise and food and beverage, pro-shop operations, golf cart storage operations and golf programs.
5. Establish and implement a grounds maintenance program and agronomic and horticultural operations to assure proper playing conditions.
6. Maintain in good operating condition and make, or cause to be made, all necessary and proper repairs (ordinary wear and tear and obsolescence excepted) to (i) all Center structures, including but not limited to fences, cart paths, buildings, garages, and storage

spaces, and (ii) all equipment, including, but not limited to, golf carts, vehicles, turf equipment, kitchen equipment and office equipment. THE MANAGEMENT FIRM will establish and administer a preventative maintenance program for all golf carts, grounds maintenance equipment, restaurant equipment, computers and other Center equipment under its care. Such maintenance shall be performed no less frequently than that recommended by the manufacturer. Such maintenance shall be performed by THE MANAGEMENT FIRM personnel or by approved contracted vendors. All preventative maintenance and related repairs shall be documented and such documentation shall be retained on Center Property and subject to review by Owner during normal business hours. Owner shall be provided with a record of all maintenance of all golf maintenance equipment, golf carts and kitchen equipment. THE MANAGEMENT FIRM shall make recommendations for all equipment replacements including costs and the basis for being replaced, including an analysis of the advantages and disadvantages of the purchase or lease of equipment.

7. Pay all of the salaries, wages, payroll taxes and benefits due and owing to and/or on account of all THE MANAGEMENT FIRM employees associated with the management, operation and maintenance of Center, deduct and withhold from such employees' salaries all required taxes and other charges and make and file all payroll related reports as may be required by federal, state and local government agencies.
8. Determine the amount and frequency of purchases for all needed Center operating supplies and services, maintenance supplies and services, resale inventories and equipment and procure same as a Center Operating Expense in accordance with the Annual Budget in an economical manner.
9. Determine, acquire and supervise, in accordance with the approved Center Expense Budget, all vendor services necessary for the day-to-day function of Center.
10. If THE MANAGEMENT FIRM becomes aware of the presence of any Hazardous Material in a quantity sufficient to require remediation or reporting under any Environmental Law in, or under the Property or if THE MANAGEMENT FIRM, Center or Owner become subject to any order of any federal, state or local agency to investigate, remove, remediate, repair, close, detoxify, decontaminate or otherwise clean up the Property, THE MANAGEMENT FIRM shall, at Owner's sole expense and approval, use all commercially reasonable efforts to carry out and complete any required investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup of the Property; provided that such remediation activities shall be at THE MANAGEMENT FIRM's expense if such activities are required as a direct consequence of Hazardous Material being present in, on or under the Property as a result of negligent actions undertaken by THE MANAGEMENT FIRM.

Section 2. Personnel

1. THE MANAGEMENT FIRM shall from time to time provide Owner with THE MANAGEMENT FIRM's personnel policies and procedures presently in effect.
2. All personnel shall be employees of THE MANAGEMENT FIRM and not of Owner. THE MANAGEMENT FIRM agrees to provide written notice to The City regarding its organizational chart and to notify The City within thirty (30) days of any changes.
3. THE MANAGEMENT FIRM shall provide skilled staff as needed to provide for, the efficient operation of Center including the golf course, pro-shop and restaurant operations, including all marketing, accounting and other business activities of Center, the maintenance of the grounds, equipment, and facilities as appropriately required for the proper care and efficient operations of Center.

Included in the staff shall be:

A Golf Professional who shall be a PGA Class A Professional, and who is a member of the Professional Golfers Association of America ("PGA").

A Director of Grounds and Maintenance who shall have a Golf Course Superintendents' Association of America (GCSAA) Class SM, or A membership.

4. THE MANAGEMENT FIRM will (i) assume sole responsibility for the supervision, hiring and termination of Center employees, (ii) determine personnel requirements, recruitment schedules and compensation levels and (iii) establish job descriptions, performance appraisal procedures, employee benefit programs and employee operational and procedural manuals.
5. THE MANAGEMENT FIRM will establish a Standard of Conduct for all of its employees. Such standards shall include, but shall not be limited to:
 - (a) All maintenance crewmembers will wear safety headgear, safety eye protection and safety hearing protection as appropriate to the job being performed in accordance with OSHA standards.
 - (b) Absolutely no consumption of alcoholic beverages during an employee's scheduled working hours, or any use of controlled substances at any time, will be permitted on Center premises by any employee of THE MANAGEMENT FIRM. Violation of this policy will be grounds for immediate dismissal.
 - (c) Employees of THE MANAGEMENT FIRM who desire to play the golf course may do so at off peak hours and in accordance with guidelines governing such employee play furnished by THE MANAGEMENT FIRM to Owner, providing

the employee has changed out of work clothes into appropriate attire, and follows all rules in place for other customers of Center.

- (d) Carrying out THE MANAGEMENT FIRM's philosophy that Center exists for the enjoyment of Center's customers. All THE MANAGEMENT FIRM employees will treat all Center customers as guests and will make every reasonable effort to enhance each guest's general enjoyment of Center.
- (e) Theft or willful destruction of any Center property, any property of a fellow employee or any property of a customer or guest must be reported to Owner and the Mason Police Department.

Section 3. Accounting and Reporting

1. **BUSINESS PLAN.** THE MANAGEMENT FIRM shall develop and submit a business plan in accordance with the terms of Section 3. (d) of the Management Agreement For Golf Course Services between THE MANAGEMENT FIRM and OWNER.

2. Annual Budget Content

The Annual Budget shall include a projected monthly and annual profit and loss statement broken down by operating month and reflecting:

- (a) Projected revenues by source, including, but not limited to, greens fees, cart rental fees, membership dues, club rental fees, merchandise sales, food and beverage sales, locker fees, interest income and miscellaneous income.
- (b) Projected Guaranteed Management Fee expenses and line item Center Expenses, as defined in the Management Agreement, by operating department.
- (c) Projected greens fee and cart pricing and revenues
- (d) Projected golf rounds by category.
- (e) A Capital Expenditure plan for the coming five (5) years which will identify (i) Capital Expenditures required to replace and/or repair aging plant and equipment items; (ii) safety and loss prevention related capital expenditures which are necessary, in THE MANAGEMENT FIRM'S judgment, to protect plant, property, customers or employee; (iii) Capital Expenditures which will produce incremental revenue and profit accompanied by supporting return on investment projections and (iv) revenue and market protection related Capital Expenditures which, in THE MANAGEMENT FIRM's judgment, are necessary to protect Center's market share and competitive position in the marketplace.

3. Reporting

THE MANAGEMENT FIRM will have the following Accounting and Reporting responsibilities:

- (a) THE MANAGEMENT FIRM shall establish and supervise an appropriate accounting and cost control system, supplies and personnel. Charts of accounts and all accounting systems shall be maintained in accordance with GAAP. THE MANAGEMENT FIRM shall retain all financial and administrative records for a period of three (3) years after the expiration or termination of this Agreement, and shall permit Owner or any of its representatives or auditors access to such records.
- (b) **Daily accounting shall consist of:**
 - (1) Daily processing of receipts and disbursements for goods and services.
 - (2) Maintenance of adequate books of accounts and other records reflecting the operations of the sale of golf services and programs, banquet facility, pro shop, and all other golf course operations, in accordance with Generally Accepted Accounting Principles (GAAP).

(c) **Monthly Reports**

THE MANAGEMENT FIRM shall deliver to Owner on the 10th business day of each month the following monthly reports:

- (1) An income and expense statement detailing Center's results for the preceding calendar month and for the portion of the operating year ended on the last day of such preceding calendar month.
- (2) A report detailing Center's actual expense to budgeted expense reflecting line item variances for the preceding calendar month and for the portion of the operating year ended on the last day of such preceding month, including explanations and any necessary corrective actions taken for line item expenditures exceeding budget estimates by more than five percent (5%). THE MANAGEMENT FIRM may reallocate up to fifteen percent (15%) of any amount budgeted with respect to any one item in the Annual Budget to another item budgeted therein elsewhere, provided that the aggregate expenditures in the Annual Budget are unaffected.
- (3) A report detailing the number of rounds at Center by category.

(d) **Annual Statements**

On or before the fifteenth (15th) day after the end of each year, THE MANAGEMENT FIRM shall provide to Owner, or any persons designated by Owner, a profit and loss statement.

(e) **Special Reports**

THE MANAGEMENT FIRM shall:

- (1) Prepare additional special reports from time to time at the request of Owner to the extent such reports cover subject matters which are within the normal scope of THE MANAGEMENT FIRM's services under this Agreement.
 - (2) Assist Owner, and any persons designated by Owner, in the preparation of an audited financial statement prepared by accountants and auditors designated by Owner.
- (f) Record Retention and Inspection. At any time during the term of this Agreement and for ninety (90) days following the termination of the Agreement, Owner shall have the right, after reasonable notice to THE MANAGEMENT FIRM, to inspect the books, records, invoices, deposits, cancelled checks, or other financial data or transactions of Center at reasonable times and during normal business hours. Such right shall not extend to any inspection of records at THE MANAGEMENT FIRM's corporate offices.

Section 4. Course Operation, Maintenance and Turf Standards

THE MANAGEMENT FIRM shall establish and implement agronomic and horticultural operations to assure proper course maintenance and playing conditions and will maintain the course in a condition typical of other public golf courses in the Mason, Ohio area in order to provide quality playing conditions while protecting Owner's asset.

THE MANAGEMENT FIRM will, as a Center Expense, and if so instructed by Owner, engage the services of the United States Golf Association's Greens Section Department for the purpose of conducting a semi-annual, on-site inspections and evaluations of The Golf Center's turf grass conditions and turf management practices. From time to time, the USGA may make recommendations for the management, care and maintenance of turf grass areas, including, but not limited to greens, fairways, tees and roughs, based on industry trends and regional and local weather and climate conditions that may vary from those contained in this Exhibit A. THE MANAGEMENT FIRM will share the USGA agronomist's report with Owner following any visit and will consult with Owner prior to implementing any turf grass management practices and standards recommended by the USGA that vary from those recommended in this Exhibit A.

The following are Owner's recommended standards. THE MANAGEMENT FIRM's general guidelines for the maintenance of Center shall be consistent with, and typical of, maintenance guidelines and standards that are typical of other public golf courses in the Mason, Ohio area.

1. **Greens**

- (a) Greens will be kept consistent in speed, appearance and playability.
- (b) Mowing - A minimum of five days per week at a height of 1/8" - 7/32". Mowing height of collar or apron of green will be the same as height of cut for tees.
- (c) Cup locations will be changed on all greens daily during the active season. Cup location will be moved at least twenty (20) feet from the previous placement and will be determined by the weekly/daily cut placement plan.
- (d) Ground crews will spend time daily to repair ball marks, divots or any other damaged turf on or near all greens.
- (e) All greens will receive aerification a minimum of two (2) times annually, or more frequently as dictated in THE MANAGEMENT FIRM's reasonable business judgment by conditions.
- (f) All greens will be top dressed as needed to maintain a smooth putting surface and manage thatch. Topdressing will only be of 100% sand meeting the specifications for a USGA root zone.
- (g) Light vertical mowing/grooming of all greens will be performed as appropriate to smooth and true the putting surfaces.
- (h) Spiking of all greens will be performed as needed between aerifications to maintain water infiltration and algae control.
- (i) All greens will receive a complete fertilizer in a consistent manner to deliver 3 to 5 pounds of Nitrogen per year.
- (j) All greens will have appropriate fungicide applications to prevent and/or control fungal disease activity.
- (k) Pre-emergent herbicides will be used in the appropriate amounts and at appropriate times to prevent intrusion into turf areas of weeds difficult to eradicate.
- (l) All greens will be maintained virtually free of undesirable weedy plant types. When necessary, turf will be treated with plant protectants to protect turf grass health in accordance with the IPM philosophy. All plant protectant applications will be administered and recorded in material compliance with applicable federal and state laws.
- (m) All greens will be treated as necessary to prevent or halt insect damage. This shall be accomplished by using an integrated pest management philosophy.

2. **Tees, including the driving range tees**

- (a) All tee areas will be maintained for proper appearance and function, which includes the daily, weekly or annual repair, replacement and maintenance of said tees.
- (b) All tees will be mowed at a height of .35" - .50" at least three times per week during growing season.
- (c) Tee markers and all tee equipment will be moved daily for proper teeing and control of turf wear. Placement of tees will be done in conjunction with pin positions and per a weekly plan.
- (d) Tees will be kept weed free to an extent of at least 98% of the area by the proper and timely application of post-emergence herbicides.
- (e) All tees will be vertically mowed as necessary to control mat or thatch build-up or uneven growth.
- (f) All tees will receive core aeration a minimum of once per growing season, or more frequently as conditions dictate, in THE MANAGEMENT FIRM's reasonable business judgment.
- (g) All tees will receive fertilizer at a rate, which promotes consistent, healthy growth and recuperation.

3. **Fairways** (All Turf Areas of Play except Greens, Tees and Natural Growth Areas)

- (a) All fairways will be mowed at least three (3) times per week between 7/16"-9/16" during growing season, and as needed for the balance of the year.
- (b) All fairways will receive core aeration a minimum of once per growing season, or as conditions dictate.
- (c) All fairways will be fertilized with a complete fertilizer per soil test results to promote healthy growth and recuperation.
- (d) All fairways will be vertically mowed as necessary to control mat or thatch buildup.
- (e) Undesirable weedy plant types, diseases and insects will be monitored and assessed regarding their affects on conditions. When necessary, fairways will be treated with plant protectants to protect turf grass health and vigor, in accordance with the Integrated pest management (IPM) philosophy. All plant protectant applications will be administered and recorded according to state laws.

- (f) Divots will be filled with sand to promote healing and playability of the surface.
4. **Roughs** (All turf areas of play except greens, tees, fairways, and natural growth areas.)
- (a) All roughs will be mowed as necessary during the year to maintain a height between 2.5" to 3.5", with the exception of natural areas as defined by Owner's Storm Water Engineer.
 - (b) Fairway-to-tree line play areas will be aerated at least once per year.
 - (c) Roughs will be fertilized as necessary to maintain turf vigor.
 - (d) Weed Control will be performed as necessary to control weed establishment and to allow proper play.
5. **Planters and beds** (All areas planted with ornamental plants, not intended for golf play and having a definable border)
- (a) Planters and beds shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs and leaves, etc.
 - (b) Planters and beds shall be maintained free of weeds or grass whether by mechanical, manual or chemical means.
 - (c) The plant material (trees, shrubbery and ground covering) shall be trimmed for protection from wind and insect damage and for appearance.
6. **Trees** (All trees within the property lines of Center)
- (a) Trees shall be staked as necessary until of sufficient size to stand unassisted. Stakes shall be removed as soon as possible.
 - (b) All trees shall be properly pruned for protection from wind and pests, as well as for appearance and safety by using established arboricultural practices.
 - (c) Large area mowers shall not be used within one (1) foot of the trunk of any tree.
 - (d) All dead trees, for whatever cause, shall be removed, and replaced if weather conditions permit or during the period from November through March. Replacement shall be made with a tree of appropriate type and size whenever practically and economically feasible.
7. **Irrigation**
- (a) All heads, valves, control equipment, wiring and pipe including systems of pipes and pumps bringing water to Center will be replaced and/or repaired as needed to

maintain the proper operation of the entire golf course irrigation system, including, but not limited to, greens, tees, fairways, roughs and beds on an ongoing basis.

- (b) The golf course shall be irrigated in amounts and at times as necessary to support proper growth of golf turf and associated landscaping including but not limited to trees, shrubs, and flowers.

8. **Sand Traps**

All sand traps shall be edged as necessary to maintain an appropriate lip, raked daily and filled with fresh sand as needed to maintain a minimum of 4" depth on slopes and in the bottom. Replacement sand will be a Center Expense and will be of a dust-free type, suitable for trap use and compatible with the original course sand in appearance and playability.

9. **Chemical Storage and Application.**

All chemicals, pesticides and fungicides used in the maintenance of the course shall be stored in compliance in all material respects with all local, state and federal storage regulations. THE MANAGEMENT FIRM, as a Guaranteed Management Fee expense, shall require all employees who work with or apply fungicides, herbicides and insecticides to maintain a current certification and operator's license as required by the Ohio Department of Agriculture and to comply with all EPA and OSHA safety standards.

10. **Snow Removal**

All Center roadways and parking lots will be kept clear of snow as needed to allow employee and customer ingress, egress and parking.

11. **Golf Course Restrooms**

Restrooms will be open and available at two (2) locations on the course (one on the north nine and one on the west nine) and will be checked at least daily and maintained in a manner so as to provide clean and sanitary facilities for the public. Soap, towels, toilet tissue, etc., shall be provided in adequate quantity at all times.

12. **Records**

THE MANAGEMENT FIRM will keep true, accurate, and complete records of fertilizer, chemical and pesticide applications and make those records available for inspection by Owner for a minimum of three (3) years.

13. **Operations**

- (a) Hole signs with yardage, par, and other signs will be properly positioned.
- (b) Ball washers will be operational and kept full of solution.
- (c) Towels will be available at ball washers.
- (d) Benches will be adequate in number and well placed.
- (e) Trash containers will be available on the course and emptied at appropriate intervals.
- (f) Free drinking water will be available on the Grizzly course at seven (7) drinking fountains located appropriately; presently they are located adjacent to (1) Snack Shack #1, (2) #1 North green, (3) #7 North tee, (4) #9 North tee, (5) #3 West tee, (6) #5 West tee and (7) #7 West tee.
- (g) Cart paths will be maintained in a smooth and clean condition and repaired promptly as needed subject to Owner's allocation of funds (either as Center Expenses or as Capital Funds) in amounts necessary for THE MANAGEMENT FIRM to perform the requirements of this paragraph.
- (h) Rangers will be present on the course during peak periods to monitor appropriate conduct and dress and to monitor pace of play to prevent slow play.
- (i) Starters will be present on the course during peak periods to ensure an adequate pace of play and to verbally provide course rules and information to the customer.

Section 5. General Center Operation, Maintenance and Standards

1. **General**

- (a) Center entrance will be clearly visible and well landscaped.
- (b) Center parking lots will be kept clean and well maintained.
- (c) Designated handicapped parking spaces will be available.
- (d) Grounds and area surrounding clubhouse will be neatly groomed and landscaped.
- (e) All lakes, ponds and streams shall be maintained in a safe and sanitary manner and in good appearance through the application of appropriate aquatic vegetative controls.

- (f) All buildings shall be maintained in compliance in all material respects with fire and safety regulations.
- (g) All storage tanks above ground must comply with containment requirements.
- (h) Color Areas - various planting areas throughout the course will be cultivated, weeded, pruned and fertilized regularly, with at least two replanting programs for annuals scheduled yearly.
- (i) Trash and refuse shall be collected daily and removed from the property as necessary to ensure minimal problems from refuse odors, insects, etc.
- (j) Pest control will be routinely performed throughout Center on an on-going basis, in such a manner that pest populations are reduced and controlled, in a fashion consistent with applicable state laws.
- (k) Owner may give notice to THE MANAGEMENT FIRM of any perceived deficiency in Center's operations or maintenance. Any such notice to THE Management FIRM by Owner shall be in writing and shall specify in detail the nature of such deficiency. THE MANAGEMENT FIRM shall have thirty (30) days to contest the validity and commercial reasonableness of such deficiency, cure such deficiency or notify Owner that: (i) such deficiency is not curable within thirty (30) days or (ii) approved budget amounts for Center Expenses and/or the Guaranteed Management Fee are not sufficient for the cure of such deficiency. In the event such deficiency is not curable within thirty (30) days or funds contained in the approved Guaranteed Management Fee and Center Expense budgets are insufficient to cure such deficiency, THE MANAGEMENT FIRM shall provide Owner with documentation regarding its prompt and diligent efforts to cure such deficiency and an estimated date by which such deficiency shall be cured and inform Owner of any additional appropriations that Owner may be required to make to the Guaranteed Management Fee or Center Expense budgets in order to allow THE MANAGEMENT FIRM to cure any such deficiency.

2. Structures

THE MANAGEMENT FIRM shall maintain and keep in good repair (ordinary wear and tear and obsolescence excepted) at all times all structures at Center, including but not limited to fences, cart paths, buildings, garages, and storage spaces. Owner's representatives shall have unlimited access to inspect premises and facilities at any time. Owner reserves the right to

enter upon the facilities for purposes of making emergency repairs.

3. **Club House**

(a) **General**

The following items shall be performed for all buildings daily:

- (1) All litter will be removed and walkways will be cleaned and kept free of spills and stains.
- (2) Carpets will be kept spot-free and vacuumed.
- (3) Parking lots will be cleaned and debris removed.
- (4) Windows will be cleaned.

(b) **Restrooms**

- (1) Tile, toilet bowls, urinals and mirrors will be cleaned.
- (2) Soap and towel dispensers will be cleaned and filled
- (3) Trash receptacles will be cleaned and lined.
- (4) Floors will be swept, wet mopped and dried.

(c) **Pro Shop**

- (1) The Pro-shop will be staffed with knowledgeable staff with helpful attitude and adequately stocked with attractively displayed merchandise including gloves, hats, visors, shoes, apparel, clubs and balls with and prices clearly marked and competitively priced to other comparable area golf courses.
- (2) Pro Shop staff will consistently greet customers and will present a neat, clean and professional appearance.
- (3) Tee times will be promptly and efficiently scheduled.
- (4) A bag stand will be located near clubhouse for the drop off of clubs.
- (5) Signs showing all prices for goods and services will be posted.
- (6) Receipts will be given for all transactions.
- (7) Rules and regulations, including dress codes, will be attractively and prominently displayed.

- (8) Information on promotions, leagues, lessons, etc., will be readily available.
- (9) Scorecards and pencils will be readily available.
- (10) Spike cleaners will be available at Pro Shop entrance.
- (11) An adequate number of pull carts and clubs will be available for rental.
- (12) The Pro Shop will provide a golf handicapping system that would provide customers with a USGA Certified Handicap that would allow customers to participate in USGA sanctioned tournaments nationwide.

4. **Golf Carts**

- (1) An adequate quantity of electric rental golf carts and pull carts will be available for rental by customers
- (2) Carts will be clean and charged
- (3) Carts will be undamaged (seats, body dents, etc.)
- (4) Carts will be are equipped with scorecards and pencils

5. **Golf Programs**

Pro Shop personnel will offer special interest programs that will include, but will not be limited to, golf leagues, company outings, tournaments and clinics and programming for young golfers that will introduce them to the game and develop their golfing skills. Private lessons will offered for both for individuals and groups

6. **Restaurant Operations**

- (1) The Courseview Restaurant, Jack's Patio, The Courseview Pavilion, course beverage carts and course snack shacks will all be operated in a sanitary manner in compliance in all material respects with all local and state health codes.
- (2) Food service staff will be courteous to customers at all times and will be in clean and neat uniform s with name tags.
- (3) Kitchen areas and equipment will be cleaned daily and all freezers and refrigerators will be set at correct temperatures at all times
- (4) Menus will be available to all customers with prices clearly stated.
- (5) Table tops will be cleaned as needed after each use and tables and chairs will be neatly arranged. Carpets and floors will be cleaned daily.

- (6) Condiments will be fresh and in clean containers.
- (7) THE MANAGEMENT FIRM will develop food and beverage, menus and food and beverage control systems for review and approval by Owner, such approval to not be unreasonably withheld or delayed.
- (8) THE MANAGEMENT FIRM, as a Center Expense, shall conduct necessary training of personnel to insure full knowledge of the State of Ohio liquor laws as they apply to the serving of alcohol on Center premises, shall document such training and provide a copy of all training materials and a list of personnel who are trained to serve liquor to Owner on an annual basis.

7. **Licenses, Permits and Accreditation**

THE MANAGEMENT FIRM, as a Center Expense, shall apply for, obtain and maintain, in Owner's name (or if otherwise required by law, in THE MANAGEMENT FIRM's name) all licenses, permits, and accreditations required in connection with the management and operation of Center. Owner will reasonably cooperate with THE MANAGEMENT FIRM in applying for, obtaining and maintaining such licenses (including liquor licenses), permits and accreditations.

Section 6. Other

1. Any change in the physical characteristics of any area of Center, such as changes to the course exceeding 20 cubic yards in any single area, or the major modification of any Center structures, shall only be undertaken with the prior approval of Owner.
2. THE MANAGEMENT FIRM shall work with Owner to create positive publicity for Center, and will, upon request by Owner, recommend marketing programs linked to the overall marketing and publicity program of Owner including, but not limited to, Center and other suggestions for use of Center for municipally and/or privately sponsored special events, festivals, exhibitions, displays or other public gatherings. A marketing plan shall be included in the annual budget. With the prior approval of Owner, THE MANAGEMENT FIRM shall indicate on the Center Premises and on all Center marketing materials that Center is owned by Owner and operated and managed by THE MANAGEMENT FIRM on Owner's behalf.
3. Upon prior approval by Owner, THE MANAGEMENT FIRM shall negotiate, consummate, enter into and perform Contracts and Agreements in the name of Owner, including those that THE MANAGEMENT FIRM may deem necessary or advisable for the furnishing of all food, beverages, utilities, concessions, operating supplies, equipment and all other materials and services that THE MANAGEMENT FIRM determines that are from time to time needed for the management and operation of Center.

4. THE MANAGEMENT FIRM will not institute any legal action by or on behalf of Owner without the prior written consent of Owner.
5. In connection with any purchases made by THE MANAGEMENT FIRM for the account of or on behalf of Owner, THE MANAGEMENT FIRM may establish national accounts to secure the benefit of lower costs and that any resulting savings shall accrue to Owner. All trade discounts, rebates and refunds pertaining directly to purchases made for Center shall accrue to the benefit of Owner.
6. THE MANAGEMENT FIRM warrants that with respect to all purchases and suppliers related to Center operations, THE MANAGEMENT FIRM shall have no conflict of interest or self dealing with respect to same.
7. THE MANAGEMENT FIRM shall follow Owner's fixed asset process as prescribed by Owner's Finance Director. THE MANAGEMENT FIRM will prepare appropriate fixed asset forms to accompany Owner's purchase orders to purchase Owner defined capital items. In addition, THE MANAGEMENT FIRM shall, in conjunction with Owner's Finance Department, track all deletions and transfers of Owner's defined fixed assets.
8. THE MANAGEMENT FIRM shall participate in and cooperate with Owner's yearend inventory of supplies and materials.
9. THE MANAGEMENT FIRM and Owner agree that Owner may elect to take an inventory of all equipment, materials, products and merchandise prior to commencement of this Agreement and that on the date of commencement of this Agreement, Owner and THE MANAGEMENT FIRM shall execute a document of inventory and THE MANAGEMENT FIRM shall accept same with the understanding that all property contained in the document of inventory and located on Center property, with the exception of the personal artwork, computer , printer and other personal effects located in the office currently occupied by James C. Ashworth, is that of Owner and shall remain so and shall be the responsibility of THE MANAGEMENT FIRM while said property is in its possession as part of this Agreement.

893624.1

EXHIBIT B

The Legal Description shall be the same as the Legal Description identified as Exhibit B to the Agreement of Purchase and Sale, between Grizzly Golf Center, Inc. and the City of Mason, Ohio, dated July 11, 2006. The same shall be incorporated by reference as if fully set forth herein.

EXHIBIT C

Management Fee Illustration

2007386.1

EXHIBIT C

Management Fee Illustration

The City and THE MANAGEMENT FIRM agree to the following fee, budget and revenue base:

-	Revenue Base	\$2,375,000*
-	Management Fee (includes personnel cost)	
-	Guaranteed Fee	\$1,350,000*
-	Variable Fee	\$ 300,000**
		\$1,650,000
-	Other operating cost	\$ 950,000
-	Total golf course operating budget	\$ 2,600,000
-	Projected Gain/(Loss)	\$ -225,000

* Amount would be adjusted each year based upon the annual Cost of Living Adjustment approved by City Council for the City's Salary Administration Plan and adjustments to Fees.

** Any amount of the variable fee not paid will be set-aside by the City for capital improvements to re-invest into the golf course

Based on the following revenue levels THE MANAGEMENT FIRM would receive the following fee:

% of Base		<80%	80% - 84%	85% - 89%	90% - 94%	95%-99%	100%- 104%	105%-or more
Revenue	\$0	\$1,900,000	\$2,018,750	\$2,137,500	\$2,256,250	\$2,375,000	\$2,493,750	\$2,493,750
Range	\$1,899,999	\$2,018,749	\$2,137,499	\$2,256,250	\$2,374,999	\$2,493,749	or more	or more
Guaranteed Fee	\$1,350,000	\$1,350,000	\$1,350,000	\$1,350,000	\$1,350,000	\$1,350,000	\$1,350,000	\$1,350,000
Variable Rate	0%	10%	25%	50%	90%	100%	110%	110%
Variable Fee	\$ 0	\$ 30,000	\$ 75,000	\$ 150,000	\$ 270,000	\$ 300,000	\$ 300,000	\$ 330,000
Total Fee	\$1,350,000	\$1,380,000	\$1,425,000	\$1,620,000	\$1,620,000	\$1,650,000	\$1,650,000	\$1,680,000
Variable % of Total	0%	2%	5%	9%	17%	18%	20%	20%