

SECOND ADDENDUM TO GOLF FACILITY LEASE AGREEMENT

This Second Addendum to Golf Facility Lease Agreement ("Second Addendum") is dated this ___ day of _____, 2016, between TENNIS FOR CHARITY, INC., an Ohio corporation ("TFC") and the CITY OF MASON, OHIO, a political subdivision existing under the laws of the State of Ohio ("Mason"). Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Golf Facility Lease Agreement ("Lease Agreement") dated October 18, 2010 between TFC and Mason.

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

WHEREAS, due to a change in circumstances, TFC and Mason now desire to enter into this Second Addendum to amend and clarify the lease agreement as provided for herein below.

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

1. Upon the Effective Date of this Second Addendum, and until superseded by a future amendment, the parties hereto acknowledge and agree that Mason shall no longer operate or maintain the Bruin course as part of Mason's Operational Services. Mason shall continue to operate the driving range pursuant to the terms of the Lease Agreement and the Addendum.
2. Upon the Effective Date of this Second Addendum, Paragraph 5 of the Lease Agreement shall be eliminated in its entirety and replaced with the following new Paragraph 5:
 5. Rent. During the term of this Agreement, Mason shall contribute the annual sum of Fifty Thousand Dollars (\$50,000) (the "Rent") into a joint use fund to be held and maintained by Mason. The administration of such funds shall be by the same method as set forth in Paragraph 6 of this Agreement. The Rent shall be payable by Mason as follows: fifty percent (50%) of the Rent shall be due and payable during the first quarter of each Lease year, and the remaining fifty percent (50%) shall be due and payable during the third quarter of each Lease year.
3. The Effective Date of this Second Addendum shall be January 1, 2017.
4. This Second Addendum, taken together with the Lease Agreement and the first Addendum, constitutes the entire agreement and understanding of TFC and Mason with respect to the subject matter hereof and thereof. Except as expressly amended by this Second Addendum, the Lease Agreement and first Addendum remain in full force and effect as originally executed and delivered. This Second Addendum shall be

construed under, and governed by, the internal substantive laws of the State 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.

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

By: _____
Name: Eric Hansen
Title: City Manager

TENNIS FOR CHARITY, INC.,
an Ohio corporation

By: _____
Name: Kenneth Berry
Title: Board President

STATE OF OHIO)
 : SS
COUNTY OF WARREN)

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

Notary Public

STATE OF OHIO)
 : SS
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Kenneth Berry, Board President of TENNIS FOR CHARITY, INC., an Ohio corporation, on behalf of said corporation.

Notary Public