AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH AND MATCH POINT, INC.

THIS AMENDMENT NO. 1 to the Amended and Restated Agreement between the **CITY OF DELRAY BEACH (CITY)** and **MATCH POINT, INC. (MP)** is made this 19th day of June, 2008.

WITNESSETH:

WHEREAS, the **CITY** and **MP** entered into an Agreement dated October 12, 2005 (the Agreement);

WHEREAS, the Agreement currently allows for the Chris Evert Charity Event to be held in the month of December;

WHEREAS, the parties wish to amend the Agreement to allow for the Event to take place in the months of November or December of each year.

NOW, THEREFORE, for good and valuable consideration, herein provided, the **CITY** and **MP** agree as follows:

1. The recitations set forth above are hereby incorporated as if fully set forth herein.

2. Section 1.02 Exclusive License to MP is hereby amended to provide that the Chris Evert Charity Event shall not be prohibited by this Agreement so long as it is held in the months of November or December of each year.

3. The original agreement dated October 12, 2005 and this Amendment No. 1, constitute the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior verbal or written agreements between the parties with respect thereto.

4. This Amendment No. 1 to the Agreement shall be effective upon the approval by the **CITY** and by **MP**.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 the day and year first above written.

ATTEST:

By: Lauralee D. Gale
Acting Deputy City Clerk 6/19/08

Approved as to legal sufficiency and form:

By: Susan A. Ruby Esq
City Attorney

CITY OF DELRAY BEACH, FLORIDA

By: Rita Ellis
Rita Ellis, Mayor

WITNESSES:

Print Name: R. Brian Shutt

Print Name:

MATCH POINT, INC.

By: Mark Baron

Title: President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of May, 2008 by Mark Baron, as President (name of officer or agent, title of officer or agent), of Match Point, Inc (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Susan Kiminas
Notary Public – State of Florida

Susan Kiminas
Commission # DD389500
Expires February 7, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH AND MATCH POINT, INC.

THIS AMENDMENT NO. 2 to the Amended and Restated Agreement between the **CITY OF DELRAY BEACH (CITY)** and **MATCH POINT, INC. (MP)** is made this 17th day of June, 2009.

WITNESSETH:

WHEREAS, the CITY and MP entered into an Agreement dated October 12, 2005 (the Agreement); and

WHEREAS, MP has offered to provide an "ATP Champions Tour" event at the Tennis Center as well as manage sponsorships that are sold; and

WHEREAS, the "ATP Champions Tour" event shall run concurrently with the current ATP World Tour event held at the Tennis Center; and

WHEREAS, the CITY is the Co-Title Sponsor for the ATP World Tour event and shall now be a Co-Title Sponsor of the ATP Champions Tour event; and

WHEREAS, MP shall administer (management and handling of sponsorship) all CITY sponsorships sold, which sponsorships shall include both tour events and MP shall receive a 5% fee of each sponsorship sold; and

WHEREAS, the parties wish to amend the Agreement to allow for the "ATP Champions Tour" event as well as the administration of the sponsorships and to clarify the payments due for both events.

NOW, THEREFORE, for good and valuable consideration, herein provided, the CITY and MP agree as follows:

1. The recitations set forth above are hereby incorporated as if fully set forth herein.

2. Section 1.01. *GRANT AND TERM*, is hereby amended to provide that an event currently called "ATP Champions Tour" event shall also be included in the term "Event". The "ATP Champions Tour" shall be a three to five day event, plus additional days for a rain delay, and shall run concurrently with the ATP World Tour event. The start of the "ATP Champions Tour" event shall coincide with the start of the qualifying rounds of the ATP World Tour event. The initial term of the ATP Champions Tour event shall begin upon the execution of this Amendment and conclude on March 31, 2014. The ATP Champions Tour event shall be renewed for two five year and one six year period, (2015-2019, 2020-2024, 2025-2030), unless, either party, by April 1 of the year preceding the start of a renewal period [April 1, 2014; April 1, 2019; April 1, 2024] provides notice to the other party of its intent to, not provide the event in MP's case, or of its wish to not fund the event in the case of the CITY. This cancellation provision only applies to the actual holding and funding of the ATP Champions Tour event and not to any other provisions of this Amendment or the underlying agreement.

3. Section 1.06. *CITY MARKETING SUPPORT* is amended as follows:

A. CITY will at no cost to MP assist in the promotion of the Event by using its available marketing resources which may include advertising, newsletters to tennis center members, brochures, and other printed materials, such as authorized by MP. The CITY is not required to create new advertising programs.

B. MP shall provide a revocable license to CITY for the use of the Event name and logo, including photographs for the purpose of promoting its association with the Event, but shall have no ownership interest in any intellectual property rights which may arise from the Event, including without limitation the Event name and logo. All advertising and promotional materials pertaining to the Event must be preapproved in writing by MP for purposes of quality control, which shall not be unreasonably withheld. The CITY may

not use photographs, biographies, or any Event materials in any way which could be interpreted as an endorsement of the Tennis Center or CITY by a player, without such player's prior written consent or MP's consent as the case may be.

C. CITY shall be the Co-Title Sponsor for the ATP World Tour event, as provided by Exhibit "D", and shall have the right and responsibility to be the designated originator of three Emerald and three Diamond City Sponsorships as provided in the Composite Exhibit "E". The CITY may request changes to items listed in Exhibit "E" provided that MP consents to the change, which consent shall not be unreasonably withheld, and the proposed change represents a similar dollar value. MP shall not give, transfer or sale any sponsorships to any other Co-Title Sponsor during the term of this Agreement. If for any reason the Event is not televised, MP shall pay CITY $30,000.00 (which will increase by the same percentage each year as the CITY's payment to MP as set forth in Paragraph 3.01(A)) as a refund toward lost advertising. Notwithstanding the foregoing, MP shall not be obligated to pay the CITY the $30,000.00, including any applicable increase, sum where any such failure or inability to televise the Event was caused by casualties, acts of God, material shortages, war, weather, utilities blackout, water shortages, governmental regulation, strikes or labor disputes, or MP's inability to secure necessary governmental permits after a reasonable effort by MP to so obtain said permits, if any.

D. CITY shall also be the Co-Title Sponsor for the "ATP Champions Tour" event, as provided by Exhibit "F". The CITY may request changes to items listed in Exhibit "F" provided that MP consents to the change, which consent shall not be unreasonably withheld, and the proposed change represents a similar dollar value. If for any reason the Event is not televised, MP shall pay CITY $100,000.00 (which will increase by the same percentage each year as the CITY's payment to MP as set forth in Paragraph 3.01(E)) as a refund toward lost advertising. Notwithstanding the foregoing, MP shall not be obligated to pay the CITY the $100,000.00 sum, including any applicable increase, sum where any such failure or inability to televise the Event was caused by casualties, acts of God, material shortages, war, weather, utilities blackout, water shortages, governmental regulation, strikes or labor disputes, or MP's inability to secure necessary governmental permits after a reasonable effort by MP to so obtain said permits, if any.

If funds are required to be refunded to the City, they will be refunded within 60 days of the conclusion of the event. If such funds are not returned to the CITY within the 60 day period, the CITY shall have all legal remedies at law as well as the ability to withhold the amount due to the CITY from MP from future payments made to MP related to the ATP World Tour event.

4. Section 2.01. *ORGANIZATION*, Subsection (J), is hereby amended as follows:

J. MP, for the ATP World Tour event, shall spend at least $150,000.00 annually for player appearance fees and such fees shall increase by the same percentage as the CITY's payment to MP as set forth in Section 3.01(A). In the event that MP fails to pay a fee of $150,000.00, or as it may be increased, which fee shall not include any prize money awarded, for player appearance fees in a given year, MP shall, within 30 days, refund the amount that it did not pay to the CITY. MP shall consult with the CITY regarding players and appearance fees prior to the signing of a player by MP and to the extent reasonable shall endeavor to secure players the CITY and MP agree will be most beneficial for the Event. MP shall provide proof of payment of the appearance fees to the City within 45 days of the conclusion of the event; and

MP, for the ATP Champions Tour, shall spend at least $250,000.00 annually for player appearance fees and such fees shall increase by the same percentage as the CITY's payment to MP as set forth in Section 3.01(E). In the event that MP fails to pay a fee of $250,000.00, or as it may be increased, which fee shall not include any prize money awarded, for player appearance fees in a given year, MP shall, within 30 days, refund the amount that it did not pay to the CITY. MP shall consult with the CITY regarding players and appearance fees prior to the signing of a player by MP and to the extent reasonable shall endeavor to secure players the CITY and MP agree will be most beneficial for the Event MP shall provide proof of payment of the appearance fees to the City within 45 days of the conclusion of the event;

If funds are required to be refunded to the City, they will be refunded within 30 days of the conclusion of the event. If such funds are not returned to the CITY within the 30 day period, the CITY shall have all legal remedies at law as well as the ability to withhold the amount due to the CITY from MP from future payments made to MP related to the ATP World Tour event.

5. Section 2.01. *ORGANIZATION*, Subsection (S), is hereby added as follows:

S. The standards of the ATP Champions Tour shall apply to this Agreement regarding the quality of the players and the format of the play. There will be a minimum of 8 players to participate in the ATP Champions Tour event and 6 of the 8 players must meet one of the following criteria: (1) must have been ranked no. 1 in the world, (2) champion or finalist of a grand slam event, (3) must have been a participating member of a Davis Cup team that won the Davis Cup for a particular year; or (4) must have achieved "marquee" status." MP shall provide a list of the proposed players to the CITY at least 2 months prior to the event.

6. Section 3.01. *PAYMENTS AND REVENUE*, is hereby amended as follows:

3.01 PAYMENTS AND REVENUE

A. Payment to MP by the CITY for the ATP World Tour event shall be as follows:

1. $875,000.00 to MP minus $180,250.00 (previously paid by the CITY) or $694,750.00 paid in four equal installments of $173,687.50 payable November 1, 2005; December 1, 2005; January 1, 2006 and February 1, 2006.

2. $35,000.00 to MP payable on March 1, 2006 and on the first day of each month thereafter up to and including September 1, 2006. $134,750.00 to MP payable on October 1, 2006 and on the first day of each month thereafter up to and including February 1, 2007. Thereafter, the monthly base payment amounts provided above shall be increased by the percentages listed below for the applicable year of the Agreement.

3. Beginning on March 1, 2006 and continuing for 10 years the base fee shall increase by 5% each year.

4. Beginning on March 1, 2016 and continuing for 4 years the base fee shall increase by 4.5%.

5. Beginning on March 1, 2020 and continuing for 3 years the base fee shall increase by 4%.

6. Beginning on March 1, 2023 and continuing for 4 years the base fee shall increase by 3.5%.

7. Beginning on March 1, 2027 and continuing for 3 years the base fee shall increase by 3%.

B. The CITY shall retain all proceeds from Palm Beach County regarding this Event, however, excluding any proceeds from the Convention Business Bureau and excluding any funds that are a result of an application made directly by MP to Palm Beach County. The CITY shall also retain any revenue received from parking, excluding valet service offered by MP.

C. Naming Rights - The CITY may sell the Naming Rights to the Tennis Stadium, Center or any other part of the facility, without the permission of MP and shall retain all proceeds from such sale.

D. CITY Sponsorships - The CITY may sell 3 Diamond and 3 Emerald sponsorships pursuant to Exhibit "E." ~~The CITY shall retain all proceeds.~~ MP shall receive a 5% administrative fee on all sponsorships sold, excluding any funds received from the CRA, for managing and handling the sponsorships, after the CITY receives full payment for

such sponsorship. The duties that MP will be required to perform in administering the sponsorships are listed on Exhibit "G", attached hereto and incorporated herein.

E. Payment to MP by the CITY for the ATP Champions Tour Event shall be as follows:

1. $375,000.00 by October 1, 2010, (this amount shall increase by 3% each year thereafter and shall be due on October 1 of each year) which is payment for the 2011 event.

2. $93,750.00 by January 15, 2011, (this is ¼ of $375,000.00 and shall be paid over 4 years, three other payments of $93,750.00 shall be made on January 15 for the 3 following years), which is payment for the 2010 event.

7. Section 4.01. *TERMINATION* is amended by adding the following:

C. The CITY may terminate its funding of the ATP Champions Tour event if it has not received, at a minimum, $750,000.00, from the sale of sponsorships, naming rights, corporate, personal or other funding specifically given for the Event (excluding any funds received from the Delray Beach Community Redevelopment Agency or any State or county funds given to the CITY), as determined by the CITY in its sole discretion, by April 1, 2011. Funds shall only be deemed received if the CITY has actually received the money, a promise or contractual agreement to deliver the funds at a future date is not funds received. The CITY may terminate its funding of the ATP Champions Tour event, if it has not received, at a minimum, $750,000.00, from the sale of sponsorships, naming rights, corporate, personal or other funding specifically given for this Event (excluding any funds received from the Delray Beach Community Redevelopment Agency or any State or county funds given to the CITY) during the time period from April 2, 2011 to April 1, 2013, as determined by the CITY in its sole discretion, by April 1, 2013. Funds shall only be deemed received if the CITY has actually received the money, a promise or contractual agreement to deliver the funds at a future date is not funds received. If the CITY decides to terminate its funding of the ATP Champions Tour event, as described in this paragraph (C), it must provide written notice to MP by May 1, 2011 or May 1, 2013. If the CITY terminates its funding of the ATP Champions Tour event after the 2011 event it shall be required to make a final payment of $281,250.00 (which represents the balance owing for the 2010 event) to MP by October 1, 2011. If the CITY terminates the ATP Champions Tour event after the 2013 event it shall still be required to make the final ¼ payment for the 2010 event, which is $93,750.00, to MP by October 1, 2013.

8. Section 4.02. *DEFAULT BY MP*, is hereby amended by amending Subsection (A) to provide that the language listed in Subsection (A) referring to funds

payable to the City if MP moves the Event shall not apply to the ATP Champions Tour event.

9. A new Section 4.06. *RELOCATION OF THE ATP CHAMPIONS TOUR BY MP*, is hereby added as follows:

If MP relocates the ATP Champions Tour event to another location, within a 2 year period of the date of the last event, MP shall refund to the CITY all funds paid to MP by the CITY for the ATP Champions Tour event, up to the date of relocation, minus any funds received by the CITY from the sale of sponsorships, naming rights, corporate, personal or other funding specifically given for the Event (excluding any funds received from the Delray Beach Community Redevelopment Agency).

If funds are required to be refunded to the City, they will be refunded within 60 days of the date the event was moved. If such funds are not returned to the CITY within the 60 day period, the CITY shall have all legal remedies at law as well as the ability to withhold the amount due to the CITY from MP from future payments made to MP related to the ATP World Tour event.

10. All terms and conditions contained in the Agreement, dated October 12, 2005, between the parties will apply to the "ATP Champion Tour" event unless otherwise provided for in this Amendment.

11. The original agreement dated October 12, 2005, amendment no. 1 dated June 19, 2008 and this Amendment No. 2, constitute the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior verbal or written agreements between the parties with respect thereto.

12. This Amendment No. 2 to the Agreement shall be effective upon the approval by the **CITY** and by **MP**.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 the day and year first above written.

ATTEST:

By: _____
City Clerk

Approved as to legal sufficiency and form:

By: _____
City Attorney

CITY OF DELRAY BEACH, FLORIDA

By: _____
Nelson S. McDuffie, Mayor

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

MATCH POINT, INC.

By: _____
Mark S. Baron

Title: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of June, 2009, by Mark S. Baron, as President (name of officer or agent, title of officer or agent), of Match Point, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/~~She~~ is personally known to me ~~or has produced _____ (type of identification) as identification.~~

_____
Notary Public – State of Florida

JOANNA M. WEAVER
Commission DD 750069
Expires February 6, 2012
Bonded Thru Troy Fain Insurance 800-385-7019

AMENDMENT NO. 3 TO THE AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH AND MATCH POINT, INC.

THIS AMENDMENT NO. 3 to the Amended and Restated Agreement between the CITY OF DELRAY BEACH (CITY) and MATCH POINT, INC. (MP) is made this 10th day of May, 2011.

WITNESSETH:

WHEREAS, the CITY and MP entered into an Agreement dated October 12, 2005 (the Agreement) for the World Tour; and

WHEREAS, the Agreement was amended on June 17, 2009 to provide for the "ATP Champions Tour" event at the Tennis Center; and

WHEREAS, the parties wish to amend the Agreement to provide for a change in the term regarding the ATP Champions Tour, clarification regarding televising and appearance fees of the event and a reduction in the annual payment to MP by the City for the event.

NOW, THEREFORE, for good and valuable consideration, herein provided, the CITY and MP agree as follows:

1. The recitations set forth above are hereby incorporated as if fully set forth herein.

2. Section 1.01. *GRANT AND TERM*, is hereby amended to provide that the start of the "ATP Champions Tour" event shall coincide with the start of the qualifying rounds of the ATP World Tour event or on the preceding Friday. The initial term of the ATP Champions Tour event shall begin upon the execution of this Amendment and conclude on March 31, 2030.

3. Section 1.06. *CITY MARKETING SUPPORT* is amended as follows:

D. CITY shall also be the Co-Title Sponsor for the "ATP Champions Tour" event, as provided by Exhibit "F". The CITY may request changes to items listed in Exhibit "F" provided that MP consents to the change, which consent shall not be unreasonably withheld, and the proposed change represents a similar dollar value. If for any reason the Champions Tour ~~E~~event is not produced and televised via a highlight program (which, for the Champions Tour, means a production of the finals and highlights aired nationally via the Tennis Channel, or comparable cable channel, a minimum of two times and internationally via a worldwide satellite feed), MP shall pay CITY $100,000.00 (which will increase by the same percentage each year as the CITY's payment to MP as set forth in Paragraph 3.01(E)) as a refund toward lost advertising. Notwithstanding the foregoing, MP shall not be obligated to pay the CITY the $100,000.00 sum, including any applicable increase, sum where any such failure or inability to televise the Champions Tour ~~E~~event via a highlight program was caused by casualties, acts of God, material shortages, war, weather, utilities blackout, water shortages, governmental regulation, strikes or labor disputes, or MP's inability to secure necessary governmental permits after a reasonable effort by MP to so obtain said permits, if any. MP and the CITY agree that MP shall not be required to refund or pay the CITY any amounts regarding the 2010 and 2011 Champions Tour event as it relates to whether or not the ATP Champions Tour was televised.

If funds are required to be refunded to the City, they will be refunded within 60 days of the conclusion of the event. If such funds are not returned to the CITY within the 60 day period, the CITY shall have all legal remedies at law as well as the ability to withhold the amount due to the CITY from MP from future payments made to MP related to the ATP World Tour event.

4. Section 2.01. *ORGANIZATION*, Subsection (J), is hereby amended as follows:

J. MP, for the ATP World Tour event, shall spend at least $150,000.00 annually for player appearance fees and such fees shall increase by the same percentage as the CITY's payment to MP as set forth in Section 3.01(A). In the event that MP fails to pay a fee of $150,000.00, or as it may be increased, which fee shall not include any prize money awarded, for player appearance fees in a given year, MP shall, within 30 days, refund the amount that it did not pay to the CITY. MP shall consult with the CITY regarding players and appearance fees prior to the signing of a player by MP and to the extent reasonable shall endeavor to secure players the CITY and MP agree will be most beneficial for the Event. MP shall provide proof of payment of the appearance fees to the City within 45 days of the conclusion of the event; and

MP, for the ATP Champions Tour, shall spend at least $250,000.00 annually for player appearance fees and such fees shall increase by the same percentage as the CITY's payment to MP as set forth in Section 3.01(E). In the event that MP fails to pay a fee of $250,000.00, or as it may be increased, which fee shall not include any prize money awarded, for player appearance fees in a given year, MP shall, within 30 days, refund the amount that it did not pay to the CITY. MP shall consult with the CITY regarding players and appearance fees prior to the signing of a player by MP and to the extent reasonable shall endeavor to secure players the CITY and MP agree will be most beneficial for the Event MP shall provide proof of payment of the appearance fees to the City within 45 days of the conclusion of the event; and

If the total amount of appearance fees paid by MP exceed the amounts required above for both events, MP shall not be required to refund any amount to the CITY. The provision shall apply retroactively to the 2010 and 2011 Events.

If funds are required to be refunded to the City, they will be refunded within 30 days of the conclusion of the event. If such funds are not returned to the CITY within the 30 day period, the CITY shall have all legal remedies at law as well as the ability to withhold the amount due to the CITY from MP from future payments made to MP related to the ATP World Tour eEvent.

5. Section 3.01. *PAYMENTS AND REVENUE*, is hereby amended as follows:

3.01 PAYMENTS AND REVENUE

E. Payment to MP by the CITY for the ATP Champions Tour Event shall be as follows:

1. ~~$375,000.00 by October 1, 2010~~ $350,000 by October 1, 2011, (this amount shall increase by 3% each year thereafter and shall be due on October 1 of each year) which is payment for the ~~2011~~ 2012 event.

2. $93,750.00 by January 15, 2011, (this is ¼ of $375,000.00 and shall be paid over 4 years, three other payments of $93,750.00 shall be made on January 15 for the 3 following years), which is payment for the 2010 event.

6. Section 4.01. *TERMINATION* is hereby amended by deleting Section 4.01(C).

7. Section 4.02. *DEFAULT BY MP* is hereby amended to provide that this Section shall apply to the ATP Champions Tour event and is further amended as follows:

4.02. DEFAULT BY MP.

A. The following shall constitute default by MP: (i) failure to perform any of the non-financial terms and conditions of this Agreement, when such failure in performance is not remedied by MP within thirty (30) days after receiving notice in writing of such default or in cases where remedial measures may take longer than thirty (30) days, satisfactory remedial action must begin and be consistently undertaken within thirty (30) days after receiving notice in writing stating the nature of the failure of performance and the CITY'S intention to terminate if not corrected and which remedial measures must be completed within a reasonable time set forth in the notice from the CITY; (ii) failure to hold an Event, unless such failure is waived by the City or except for any force majeure, shall result in an automatic termination and notice shall not be provided; (iii) failure of MP to own the ATP sanction or fails to have the right to hold the Event when failure is not a result of any voluntary act or inaction by MP; (iv) bond limitation is exceeded pursuant to paragraph 5.11. Upon the occurrence of these events the City may declare that this agreement be terminated and in such event MP shall in addition to the requirements set forth in this Agreement, and any other remedy the CITY may have at law or equity, shall refund all monies paid by the CITY for the period after the Event last held and up to the date of the anticipated Event. As a further remedy that the CITY shall have in the case of a default, under items (i), (ii) or (iii), by MP and where the ~~Event~~ ATP World Tour is moved from the CITY within a 2 year period of such default, the CITY shall be entitled to a fee of five million dollars if the default occurs during the first five years of the Agreement; the CITY shall be entitled to four million dollars if the default occurs during years six through ten; the CITY shall be entitled to three million dollars if the default occurs during years eleven through fifteen; the CITY shall be entitled to two million dollars if the default occurs during years sixteen through twenty; and the CITY shall be entitled to one million dollars if the default occurs after year twenty. Also, as a further remedy that the CITY shall have in the case of a default, under items (i), (ii) or (iii), by MP and where the ATP Champions Tour is moved from the CITY within a 2 year period of such default, the CITY shall be entitled to a fee of one million dollars. These amounts are in addition to the refund of the funds that the CITY would receive based upon its payments to MP from the date of the last Event up to the date of default.

B. If funds are required to be refunded or paid to the City, they will be refunded or paid within 60 days of the date of the default, where it has not been remedied and where satisfactory remedial action is not occurring. If such funds are not returned or paid to the CITY within the 60 day period, the CITY shall have all legal remedies at law as well as the ability to withhold the amount due to the CITY from MP from future

payments made to MP related to either the ATP World Tour event or the ATP Champions Tour event.

BC. Notwithstanding anything to the contrary contained herein, this Section 4.02 shall not apply and MP shall not be in default of this Agreement where MP's failure or inability to perform was caused by casualties, acts of God, material shortages, war, weather, water shortages, utilities blackout, governmental regulation, strikes or labor disputes or MP's inability to secure necessary governmental permits after a reasonable effort by MP to so obtain said permits. Furthermore, a default, as referenced in Section 4.02(A), regarding one event shall not be a default of the entire Event, (for example, if the Champions Tour event is in default this will not mean that the World Tour event is in default and vice-versa).

8. Section 4.06. *RELOCATION OF THE ATP CHAMPIONS TOUR BY MP*, is hereby deleted in its entirety.

9. The original agreement dated October 12, 2005, Amendment No. 1 dated June 19, 2008 , Amendment No. 2 dated June 17, 2009 and this Amendment No. 3, constitute the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior verbal or written agreements between the parties with respect thereto.

10. This Amendment No. 3 to the Agreement shall be effective upon the approval by the CITY and by MP.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 the day and year first above written.

ATTEST:

By: _____
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: _____
Nelson S. McDuffie, Mayor

Approved as to legal sufficiency
and form:

By: _____
City Attorney

WITNESSES:

Susan Kiminas
Print Name: Susan Kiminas

Joanna Weaver
Print Name: Joanna Weaver

MATCH POINT, INC.

By: _____
Mark S. Baron

Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of April, 2011, by Mark S. Baron, as President (name of officer or agent, title of officer or agent), of Match Point, Inc. (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/~~She~~ is personally known to me ~~or has produced~~ _____ ~~(type of identification) as identification~~.

Catherine Inglese
Notary Public – State of Florida

CATHERINE INGLESE
Commission # DD 995516
Expires July 22, 2014

AMENDMENT NO. 4 TO THE AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH AND MATCH POINT, INC.

THIS AMENDMENT NO. 4 to the Amended and Restated Agreement between the **CITY OF DELRAY BEACH** (CITY) and **MATCH POINT, INC.** (MP) is made this 22nd day of October, 2012.

WITNESSETH:

WHEREAS, the CITY and MP entered into an Agreement dated October 12, 2005 (the Agreement); and

WHEREAS, MP provides an "ATP Champions Tour" event at the Tennis Center; and

WHEREAS, the parties wish to amend the Agreement to allow for a change in the required number of players for the "ATP Champions Tour" event.

NOW, THEREFORE, for good and valuable consideration, herein provided, the CITY and MP agree as follows:

1. The recitations set forth above are hereby incorporated as if fully set forth herein.

2. Section 2.01. *ORGANIZATION*, Subsection (S), is hereby amended as follows:

S. The standards of the ATP Champions Tour shall apply to this Agreement regarding the quality of the players and the format of the play. There will be a minimum of 8 players to participate in the ATP Champions Tour event and 6 of the 8 players must meet one of the following criteria: (1) must have been ranked no. 1 in the world, (2) champion or finalist of a grand slam event, (3) must have been a participating member of a Davis Cup team that won the Davis Cup for a particular year; or (4) must have achieved "marquee" status." MP shall provide a list of the proposed players to the CITY at least 2 months prior to the event. <u>However, for the 2013 Champions Tour Event, MP shall be allowed to provide a minimum of 6 players, who shall all be required to meet at least one of the criteria (1 thru 4) listed above.</u>

3. All terms and conditions contained in the Agreement, dated October 12, 2005, between the parties, and any amendments thereto, will apply to the "ATP Champion Tour" event unless otherwise provided for in this Amendment.

4. The original agreement dated October 12, 2005, Amendment No. 1 dated June 19, 2008, Amendment No. 2 dated June 17, 2009, Amendment No. 3 dated May 10, 2011 and this Amendment No. 4, constitute the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior verbal or written agreements between the parties with respect thereto.

5. This Amendment No. 4 to the Agreement shall be effective upon the approval by the CITY and by MP.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 the day and year first above written.

ATTEST:

By: _____
City Clerk

Approved as to legal sufficiency and form:

By: _____
City Attorney

CITY OF DELRAY BEACH, FLORIDA

By: _____
Nelson S. McDuffie, Mayor

WITNESSES:

Susan Kiminas
Print Name: Susan Kiminas

Joanna Weaver
Joanna Weaver

MATCH POINT, INC.

By: _____
Mark S. Baron

Title: President

Print Name: Mark S. Baron

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of October, 2002, by Mark S. Baron, as President (name of officer or agent, title of officer or agent), of Match Point Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/~~She~~ is personally known to me ~~or has produced~~ _____ ~~(type of identification)~~ as identification.

Catherine Inglese
Notary Public – State of Florida

CATHERINE INGLESE
Commission # DD 995516
Expires July 22, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

AMENDMENT NO. 5 TO THE AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH AND MATCH POINT, INC.

THIS AMENDMENT NO. 5 to the Amended and Restated Agreement between the **CITY OF DELRAY BEACH** (CITY) and **MATCH POINT, INC.** (MP) is made this 17th day of September, 2013.

WITNESSETH:

WHEREAS, the CITY and MP entered into an Agreement dated October 12, 2005 (the Agreement); and

WHEREAS, MP provides an "ATP Champions Tour" event at the Tennis Center; and

WHEREAS, the parties wish to amend the Agreement to allow for a change in the required number of players for the "ATP Champions Tour" event as well as the qualifications of some of the players.

NOW, THEREFORE, for good and valuable consideration, herein provided, the CITY and MP agree as follows:

1. The recitations set forth above are hereby incorporated as if fully set forth herein.

2. Section 2.01. *ORGANIZATION*, Subsection (S), is hereby amended as follows:

S. The standards of the ATP Champions Tour shall apply to this Agreement regarding the quality of the players and the format of the play. There will be a minimum of 8 players to participate in the ATP Champions Tour event and 6 of the 8 players must meet one of the following criteria: (1) must have been ranked no. 1 in the world, (2) champion or finalist of a grand slam event, (3) must have been a participating member of a Davis Cup team that won the Davis Cup for a particular year; or (4) must have achieved "marquee" status." MP shall provide a list of the proposed players to the CITY at least 2 months prior to the event. However, for the 2014 Champions Tour Event

through the 2018 Champions Tour Event, MP shall be allowed to provide a minimum of 6 players and 4 of the players shall be required to meet at least one of he criteria (1 thru 4) listed above. ~~However, for the 2013 Champions Tour Event, MP shall be allowed to provide a minimum of 6 players, who shall all be required to meet at least one of the criteria (1 thru 4) listed above.~~

3. All terms and conditions contained in the Agreement, dated October 12, 2005, between the parties, and any amendments thereto, will apply to the "ATP Champion Tour" event unless otherwise provided for in this Amendment.

4. The original agreement dated October 12, 2005, Amendment No. 1 dated June 19, 2008, Amendment No. 2 dated June 17, 2009, Amendment No. 3 dated May 10, 2011, Amendment No. 4 dated October 22, 2012 and this Amendment No. 5, constitute the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior verbal or written agreements between the parties with respect thereto.

5. This Amendment No. 5 to the Agreement shall be effective upon the approval by the CITY and by MP.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 the day and year first above written.

ATTEST:

By: _____
City Clerk

Approved as to legal sufficiency
and form:

By: _____
City Attorney

CITY OF DELRAY BEACH, FLORIDA

By: _____
Cary D. Glickstein, Mayor

WITNESSES:

Joanna M Weaver

Print Name: Joanna Weaver

Terrill Pyburn

Print Name: Terrill Pyburn

MATCH POINT, INC.

By: _____

Mark S. Baron

Title: President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of September, 2013, by MARK S. BARON, as President (name of officer or agent, title of officer or agent), of Match Point, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/~~She~~ is personally known to me ~~or has produced~~ _____ ~~(type of identification) as identification~~.

Catherine Inglese

Notary Public – State of Florida

CATHERINE INGLESE
Commission # DD 995516
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