

AGREEMENT

This Agreement (this "Agreement") is entered into this 5th day of April, 2010 between USTA Player Development Incorporated, a New York not for profit corporation with offices at 70 West Red Oak Lane, White Plains, New York 10604-3602 ("USTAPD") and the City of Las Vegas, a municipal corporation within the State of Nevada, acting through the Department of Leisure Services, having an address at 749 Veterans Memorial Drive, Las Vegas, Nevada, and operating the Darling Tennis Center located at 7901 West Washington Avenue, Las Vegas, Nevada (collectively, the "Center").

WHEREAS, Center operates a first class tennis facility dedicated to promoting the sport of tennis and training the next generation of tennis professionals;

WHEREAS, USTAPD operates the National Training Center Headquarters in Boca Raton, Florida, the West Coast Training Center in Carson, California, and the East Coast Training Center in Flushing, NY, which are first class tennis facilities for the development of elite tennis players; and.

WHEREAS, USTAPD desires to engage the services of the Center to develop and operate under the guidance, direction and funding of USTAPD one of several regional tennis training programs across the United States (each, a "Program") and the Center desires to provide such services, all on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

- I. **Services.** Center, at its expense unless otherwise stated herein, shall provide, on a non-exclusive basis, the following services ("Services") to USTAPD:
 - A. Exclusive access to the Center premises and all related facilities otherwise available to the Center's members or regular participants (e.g., tennis courts, bathrooms, showers, locker room space, food and beverage service, etc.) (the "Facility") on dates (the "Program Dates") to be mutually agreed upon by the parties, it being understood that the Program operated at the Facility shall be comprised of a minimum of six (6) sessions of three (3) or four (4) days annually during the Term with a minimum availability of 8 courts during the time specified. Center agrees to acquire and utilize the Dartfish (or other USTAPD pre-approved) video analysis system in connection with the Program. The parties agree that, with USTAPD's prior written consent in each instance, the Center may continue to utilize those parts of the Facility not being used by USTAPD during any particular Program Date;
 - B. The following coaches (the "Coaches") at all times during the Program Dates shall be available to host and administer the Program under the direction of the Center in consultation with the USTAPD National Coaching Staff and as otherwise set forth herein, it being acknowledged and agreed to that the Coaches expressly listed herein are material to this Agreement and may not be substituted without the express written

consent of USTAPD. Center acknowledges and agrees that the Coaches are a material element to the USTAPD in entering into this Agreement.

- (1) Saad Ashraf
- (2) Tim Blenkiron
- (3) Brian Wilson

C. The Center shall cause the Coaches to perform the following services and as otherwise reasonably requested by USTAPD:

(1) to assist the USTAPD National Coaching Staff and USTAPD Section Coaches Commissions with respect to the selection of tennis players invited to participate in the Program (the "Participants"), it being recognized that the Participants shall be between the ages 8-12 or as otherwise determined by USTAPD. Center shall provide a list of recommended invitees to USTAPD and USTAPD shall have approval rights over the selection of Participants;

(2) to attend a minimum of two (2) training sessions per year at the USTA National Training Center in Boca Raton, FL or at such other location(s) designated by USTAPD (reasonable and pre approved travel expenses to be paid to Center by USTAPD consistent with USTAPD reimbursement policies);

(3) to provide USTA Player Development with a completed Developmental Plan for each High Performance Player in the Program which shall be regularly updated on an as needed basis;

(4) to provide USTAPD designated players residing in the USTA Section in which the Facility is located with complimentary small-group training sessions with one or more of the Coaches (not to exceed a total of twenty [25] sessions annually during the Term). For purposes of clarity, such sessions are separate from the Program Dates;

(5) to mentor and train USTAPD designated coaches located in the USTA Section in which the Facility is located;

(6) to implement a QuickStart tennis program at the Facility and to assist with the promotion of QuickStart as mutually agreed upon by the parties (i.e., elementary school outreach programs with QuickStart events held at the Facility). USTAPD agrees to provide QuickStart training to the Center's coaches at the Facility at USTAPD's expense. Center shall host a minimum of four (4) QuickStart tournaments per year at the Facility; and

(7) to utilize the USTAPD's player management program at such time as implemented by USTAPD during the Term.

D. The on-site services of a trainer or physical therapist during times mutually agreed upon by the parties for each of the Program Dates to provide services to Participants;

E. Fire, safety and first aid facilities and equipment sufficient to meet applicable laws, regulations and codes;

F. An adequate supply of tennis balls, towels, and water for Participants replenished daily;

G. The on-site services of a maintenance and repair staff during the Program Dates sufficient to maintain the Facility (including, without limitation, court preparation) consistent with standards applicable to other first class tennis training facilities; and

H. At the request of USTAPD, Center be permitted to carry an assortment of USTA and US Open related merchandise ("USTA Merchandise") during the Term at the Center's pro shop (in-store only -- no internet sales). USTA will provide Center with a list of USTA licensees by which the Center may order USTA Merchandise at their discretion subject to availability. Any USTA Merchandise available for sale at the Center must be displayed in an organized and tasteful manner as reasonably determined by USTAPD.

I. At the request of USTAPD, Center shall provide mutually agreed upon USTA sponsors, partners, or third party vendors (collectively referred to as "TPV") with vendor space (i.e., display booth) at the Facility during the Program Dates. TPV shall be permitted to distribute from its vendor space USTA pre-approved promotional items. The exact size and location of the booth shall be determined by USTAPD and Center. TPV shall be responsible for all costs in connection with staffing and branding the booth, which such branding will require prior written approval of USTAPD and Center.

J. Center shall collaborate with other tennis facilities within the relevant USTA Section to identify additional elite tennis coaches of the skill, quality, and caliber required by the USTAPD (the "Select Coaches") to participate in the Programs. The Select Coaches shall be mutually agreed upon by the parties and shall be invited by the Center to actively participate in one or more Programs at the Facility annually during the Term. Center shall assist USTAPD in all aspects of securing the services of the Select Coaches; provided, however, any fees required to obtain the services of the Select Coaches shall be pre-approved and paid by USTAPD.

2. Term; Termination.

A. Term. The term (the "Term") of this Agreement shall commence on the date first set forth above and shall continue for a period of three (3) years. Provided this Agreement is not otherwise terminated as provided for in Section 2.B. below, the parties agree that, beginning no less than sixty (60) days prior to the expiration of this Agreement, they shall negotiate, in good faith, the extension of the Term of this Agreement.

B. Termination. At its sole option, USTAPD may terminate this Agreement effective at the end of any year of the Term (each, a "Term Year") upon written notice to the Center, which shall be given no less than sixty (60) days prior to the conclusion of the relevant Term Year. In addition, USTAPD may terminate this Agreement immediately in the event (1) any or all of the Coaches are no longer affiliated with the Center or no longer provide coaching services at the Center on a substantially similar schedule as on the date hereof; (2) of any default under or breach of this Agreement by the Center; or (3) of any act or omission by the Center which, in USTAPD's sole discretion, has impaired, or may impair, the reputation of USTAPD or the Program. Upon termination of this Agreement, the Center shall promptly return any and all USTAPD property, including any Confidential Information (as defined below), and USTAPD shall pay the Center any payments due under this Agreement actually rendered through the termination date, subject to an offset equal the reasonable cost of curing any material breach by the Center.

3. Payment. USTAPD shall pay the Center an annual sum of Fifty Thousand dollars (\$50,000) for the Services as follows:

\$25,000 Due on or before April 15 of each calendar year upon invoice by Center

\$25,000 Due on or before September 15 of each calendar year upon invoice by Center

Additionally, the USTAPD agrees to contribute up to an additional fifty thousand dollars (\$50,000) to the Center in the form of a matching grant for contributions made to the Center allocated to the Program during a calendar year during the Term (USTAPD contributions excluded). For the purposes of clarity, USTAPD will match said Program contribution(s) on a dollar for dollar basis with an annual cap of Fifty Thousand dollars \$50,000.

4. Intellectual Property; Signage.

A. License by Center. The Center hereby grants to USTAPD during the Term of this Agreement a non-exclusive, non-transferable, non-assignable, royalty-free, revocable license to use the Center's name, web site address, logo, trademarks, copyrights and trade names in connection with the Program; provided, however, that USTAPD shall not issue an initial press release disclosing the relationship between the parties without the prior consent of the Center, which consent shall not be unreasonably withheld.

B. Signage; License by USTAPD. During the Term of this Agreement, the USTAPD shall provide and the Center shall post, at its sole expense, at least one permanent sign in a prominent location at the main entrance to the Facility and one permanent sign in a prominent location at each tennis court "section" (fenced-in block of courts) that reads "[Facility], a USTA Certified Regional Training Center." Further, Center agrees to include the "[Facility], a USTA Regional Training Center" logo on all print and electronic promotional and marketing materials produced by the Center during the Term (to include, without limitation, registrations, flyers, brochures, websites, letterhead, etc.). USTAPD hereby grants the Center a limited, non-exclusive, non-transferable, non-assignable, royalty-free, revocable license to use the USTA name and logo in its pre-approved form solely for this purpose and in connection with promotional purposes of the Facility during the Term; provided, however, any such use shall be

pre-approved by the USTAPD. Except as expressly provided for herein, the Center shall not refer to this Agreement (or any of its terms) or use USTA's name, website addresses, logos, trademarks, copyrights or trade names in any for any purpose without the prior written consent of USTAPD.

C. Works Made for Hire. During the performance of this Agreement, the Center may create certain works for USTAPD that are copyrightable under the laws of the United States (the "Works"). To the extent that any such Works are created by the Center and are copyrightable under the laws of the United States, such Works are work made for hire as defined in 17 U.S.C. § 101, and USTAPD shall have sole right, title and interest in and to the Works, including any copyright therein. If for any reason any Work created by Contractor pursuant to this Agreement is not deemed to qualify as a work made for hire, the Center hereby assigns, without any right of reversion, its entire right, title and interest in the Work throughout the world, including a waiver of moral rights therein, for use without restriction in all forms of media now known or used or hereinafter developed, to USTAPD.

D. Release. The Center hereby grants, and agrees to obtain from all Coaches and Participants a duly executed general liability release and a release granting USTAPD and its designees the right in perpetuity, without additional compensation, to make, use, show and/or license for any and all purposes, in a commercial and/or non-commercial manner, still pictures, motion pictures, live or delayed on television and/or any other media, including the Internet, of the Facility or such Coach or Participant, as the case may be, relating to the Program.

5. Independent Contractor Status. The Center acknowledges that it is providing the Services as an independent contractor, and not an agent, employee, partner, or joint venturer of USTAPD, and that USTAPD shall not be required to withhold or pay federal, state or local income taxes or payroll taxes of any kind on behalf of the Center. The Center does not have any express, implied or apparent authority to make commitments on behalf of USTAPD pursuant to this Agreement or otherwise. Neither the Center's employees nor the Coaches will be entitled to receive any benefits which employees of USTAPD are entitled to receive on account of the Center's work for USTAPD. The Center understands that it is responsible to pay, according to law, any federal and state income tax that arises from payment for the Services.

6. Warranty by Center. The Center represents and warrants that (a) it has full legal capacity to enter into this Agreement and to perform the Services without violation of or conflict with any other agreement or instrument to which it is a party or may be bound; (b) it shall at all times comply with all applicable laws, rules and regulations in the performance of the Services; (c) it has all licenses, certifications, permits and other approvals required to perform the Services; (d) it has the full power and authority to make the assignment of rights in Section 4.B above; (e) the Services and the product of the Services (except the accurate reproduction of information or materials supplied by USTAPD) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy; and (f) all food and beverage supplied to the Participants at the Facility shall be fully compliant with the Tennis Anti-Doping Program.

7. Insurance. USTAPD hereby acknowledges and agrees that the City is a self-insured governmental entity with respect to general liability insurance, and statutory workman's compensation insurance required under the laws of the State of Nevada. To the extent permitted by law, the Center hereby waives all rights of recovery against USTAPD, USTA, their respective agents, volunteers, officers, directors, and employees for any losses.

8. Confidential Information. In the event and to the extent that the Center has access to information which is confidential or of a proprietary nature to USTAPD, including, but not limited to, membership lists and personal data, technical, marketing, product, and business affairs, and proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Center agrees to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without USTAPD's prior written consent. If the Center is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the USTAPD with prompt notice of the order or requirement, so that USTAPD may seek a protective order or otherwise prevent or restrict such disclosure.

9. Indemnification. The parties acknowledge and agree that the Center shall use commercially reasonable efforts to have the City of Las Vegas, Nevada City Council approve the following provision within thirty (30) days upon execution of this Agreement or prior to the first Program Date, whichever is earlier; it being understood that if such provision is passed, it shall become part of this Agreement; however if such provision is not passed, USTA shall have the option, in its sole discretion, to terminate this Agreement by providing written notice to the Center.

"Without waiving the Center's statutory limit of liability set forth in NRS Chapter 41 as to any third party claims, and subject to the limit of liability set forth therein, the Center shall indemnify, defend and hold harmless USTAPD, USTA, and their respective agents, directors, officers, servants and employees (each, an "Indemnified Party") and collectively, the "Indemnified Parties") against all liability (statutory or otherwise), claims, suits, demands, damages, losses, judgments, costs, fines, penalties, interest and expenses, including without limitation, reasonable attorneys' fees and disbursements, resulting from any acts, errors, omissions or conduct of Center or its principals, officers, agents, contractors, servants and employees or the Coaches (each, a "Center Party" and collectively, the "Center Parties") in connection with its performance of any obligation of the Center under this Agreement or any material breach by any Center Party of any term of this Agreement, including, without limitation, any claims against any Indemnified Party by the Center's employees, subcontractors or agents (including, without limitation, the Coaches). In case any claim shall be brought against an Indemnified Party based upon any of the above and in respect of which indemnity may be sought against the Center, such Indemnified Party shall promptly notify the Center in writing. Upon the written request of the Indemnified Party, the Center shall assume the defense of said claim, with counsel reasonably satisfactory to such Indemnified Party. After assumption of the defense by the Center as specified above, the Indemnified Party shall continue to

have the right to employ its own counsel in and participate in the defense of any such action, but at its own cost and expense."

10. INTENTIONALLY OMITTED

11. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters set forth herein and supersedes all other agreements, promises, representations, and negotiations pertaining thereto.

12. Amendment. No waiver or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.

13. Notices. All notices shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery, with signed receipt; (ii) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; or (iii) three (3) business days after the date of deposit in the U.S. mail, postage prepaid, return receipt requested, addressed as follows:

If to USTAPD: General Manager, USTA Player Development
USTA Player Development Incorporated
70 West Red Oak Lane
White Plains, New York 10604
Fax: 914-696-2057

With a copy to: Chief Legal Officer
United States Tennis Association Incorporated
70 West Red Oak Lane
White Plains, New York 10604
Fax: 914-696-7089

If to Center: City Manager
City Manager's Office
8th Floor, City Hall Complex
400 Stewart Avenue
Las Vegas, Nevada 89101
Fax: 702-388-1807

With a copy to: Department Director
Department of Leisure Services
City of Las Vegas
749 Veterans Memorial Drive
Las Vegas, Nevada 89101
Fax: 702-383-6306

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Center

may not assign this Agreement or delegate its duties without USTAPD's prior written permission. Any assignment in violation of this provision will be null and void. USTAPD may transfer or assign its rights and obligations under this Agreement without the prior written consent of the Center.

15. Waiver. The waiver by any party of any of its rights hereunder shall not operate or be construed as a waiver of that right or a waiver of any other right under this Agreement.

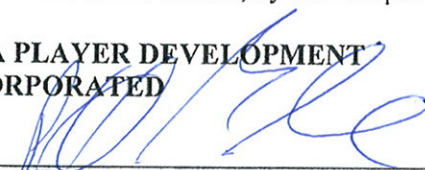
16. Survival. Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, including but not limited to Sections 4, 8 and 9, shall survive such expiration and/or termination and shall remain operative and in full force and effect.

17. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable, the remaining provisions of this Agreement will remain in full force and effect, provided that no party is, as a result thereof, deprived of the enjoyment of its substantial benefits under this Agreement.

18. Counterparts. This Agreement may be executed in a number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the date first above written, by their respective duly authorized officers or representatives.

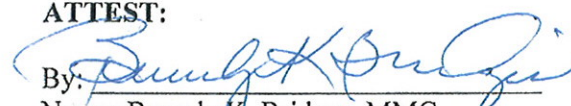
USTA PLAYER DEVELOPMENT
INCORPORATED

By: 
Name: Patrick McEnroe
Title: GENERAL MANAGER

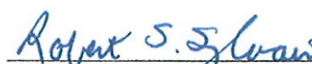
CITY OF LAS VEGAS

By: 
Name: Elizabeth N. Fretwell
Title: City Manager

ATTEST:

By: 
Name: Beverly K. Bridges, MMC
Title: City Clerk

APPROVED AS TO FORM:

By: 
Name: Robert S. Sylvain
Title: Deputy City Attorney