

Sportime

LETTER OF AGREEMENT

DATED APRIL 22, 2009

**LETTER OF AGREEMENT
BETWEEN
VILLAGE OF MAMARONECK
AND
SPORTIME**

This jointly prepared letter agreement ("Letter Agreement") memorializes the parameters of the resolution proposed during the February 26, 2009 meeting between Island Tennis d/b/a Sportime ("Sportime") and the Village of Mamaroneck ("the Village"). By signing below, the parties are acknowledging that this letter correctly reflects the understanding of the parties and that both parties and their respective counsel will work in good faith to negotiate and enter into a formal written agreement ("the 2009 Agreement"), it being understood that the following are intended to be binding in any event:

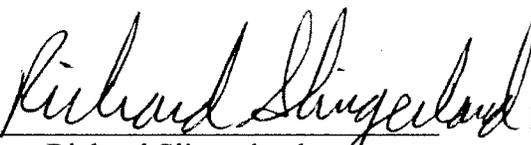
- (1) The parties hereby acknowledge and agree that the Tennis Program Term is extended until such time as Sportime and the Village mutually agree. The Village waives exercise of the Early Termination right described in Amendment #1 to the License Agreement dated February 11, 2002 (collectively, with Amendment #1 thereto, the "Original Agreement"; terms not otherwise defined herein to have the meanings set forth in the Original Agreement). The parties agree that, subject to the terms of this Letter Agreement, the terms and conditions of the Original Agreement remain in full force and effect.
- (2) Pursuant to discussions with the Village, Sportime and the Village have agreed to a program of outdoor recreation only, including tennis courts (which will be enclosed with tennis bubbles to extend the season), a related accessory building and possibly a playing field ("the Improvements"), in an alternative location behind the sewer treatment plant, the size and scope of which is to be determined by the Village and acceptable to Sportime.
- (3) The parties acknowledge the existence of certain easements and limitations on the use of the Harbor Island Park which may limit the type, usage and location of certain improvements. The Improvements shall be located behind the sewage treatment plant at a precise location physically suitable for the construction of the Improvements and not obstructed by easements or by underground piping other than those about which Sportime and the Village are presently aware and which would not materially impact the construction of the Improvements or the cost thereof. The Improvements shall otherwise comply with any restrictions imposed by any State or federal agency by prior agreement with the Village.

- (4) It is anticipated that Sportime will make application to the appropriate agencies to initiate the process for the necessary approvals to construct the Improvements, including the environmental review required by the State Environmental Quality Review Act ("SEQRA"), and construct the improvements outlined herein, and negotiated subsequently.
- (5) Sportime agrees to take all necessary steps to present a plan detailing the proposed improvements to the Board of Trustees at a public meeting.
- (6) The Village will cooperate fully with Sportime in developing an appropriate financing plan for the construction of the Improvements, which may include without limitation, causing the Village to issue private activity municipal bonds or other financial instruments, the purpose of which is to provide funds for the construction of the Improvements and other necessary infrastructure improvements at the Park at the most favorable cost then available. In such event, annual payments to the Village by Sportime will include the License Fee and an additional amount sufficient to serve a portion or all of the debt service relating to such bonds or instruments. In no event will the Village pay for any portion of the Improvements or financing costs or debt service related to them and Sportime will furnish appropriate bonds or other insurance and/or security to ensure that the Village has no liability.
- (7) The Village and Sportime will negotiate in good faith promptly after full execution of this Letter Agreement to agree on the details of the Improvements and the applicable License Fee to be paid by Sportime on account of the operation of the Improvements.

Acknowledged and Agreed to by the undersigned on behalf of the parties:

Village of Mamaroneck

Island Tennis, L.P. d/b/a Sportime

By 
 Richard Slingerland
 Authorized Signatory

By: Island Tennis, L.P. Inc.
 General Partner
 By 
 Claude Okin
 Authorized Signatory

Dated: 4-22-2009

Dated: 4/22/09