

RESOLUTION NO. 93- 6

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, DECLARING THAT THE EXECUTION OF THE ATTACHED ATP-ST. JOHNS COUNTY AGREEMENT #2 SERVES A COUNTY PURPOSE; AUTHORIZING THE EXECUTION THEREOF; AND DIRECTING THAT NEITHER THE BOARD NOR COUNTY STAFF UTILIZE OR AUTHORIZE THE BENEFITS SET FORTH IN SUBPARAGRAPHS L, M OR T OF PARAGRAPH 4 OF THE AGREEMENT WITHOUT PRIOR PASSAGE OF COUNTY RESOLUTIONS FINDING THAT THE USE OF SUCH BENEFITS WILL SERVE A PRIMARY PUBLIC PURPOSE BY PROMOTING TOURISM FOR ST. JOHNS COUNTY.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA as follows:

Section 1. The Board of County Commissioners of St. Johns County, Florida (the "Board") hereby find that the ATP-St. Johns County Agreement #2 as described in Commissioner Maguire's motion pertaining to that Agreement that passed immediately prior to the passage of this resolution is intended to and does serve a County public purpose by promoting tourism for St. Johns County, Florida.

Section 2. The Board hereby directs that neither the Board, individual county commissioners, nor County staff utilize or authorize the benefits set forth in subparagraphs l, m or t of paragraph 4 of the Agreement without the prior passage of County resolutions finding that the use of such benefits will serve a primary public purpose by promoting tourism for St. Johns County.

Section 3. The officers of the Board are authorized and directed to execute two or more duplicate originals of the ATP-St. Johns County Agreement #2 as described in Commissioner Maguire's motion pertaining to that Agreement that passed immediately prior to the passage of this resolution after they have been duly executed by the ATP and to deliver one such executed copy to the ATP.

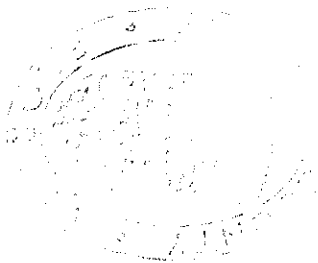
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 12th day of January, 1993.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Linda Balsavage
Its Chairman - Linda Balsavage

ATTEST: CARL "BUD" MARKEL, CLERK

By: Nienne Carter
Deputy Clerk



ATP - ST. JOHNS COUNTY AGREEMENT #2

WHEREAS, ATP TOUR, INC. ("ATP"), formerly the Association of Tennis Professionals, Inc., a Delaware corporation, and ST. JOHNS COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida entered into an Agreement dated as of the 8th day of March, 1988 (the "1988 Agreement"); and

WHEREAS, the ATP has duties under the 1988 Agreement that continue for 7 years after the date of issuance of the final certificate of occupancy for the ATP Headquarters located in the County, which duties have not expired as of the date of this Agreement #2; and

WHEREAS, the ATP and the COUNTY do not desire to change, modify, or terminate the 1988 Agreement, but desire instead to enter into an additional agreement setting forth additional duties and benefits to be performed and received by the parties.

NOW THEREFORE THIS AGREEMENT #2 is made and entered into as of the 12th day of January, 1993, by and between ATP TOUR, INC., a Delaware corporation and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida.

In consideration of the mutual promises, agreements and conditions contained herein, it is agreed:

1. THE 1988 AGREEMENT: This Agreement is separate from, independent of, and in addition to the 1988 Agreement.

2. COUNTY DUTIES: A. The county shall pay ATP, but solely from available tourist development tax revenues (as hereinafter defined) received by County pursuant to its Ordinances #86-72 and #91-44, as they are now in effect or hereafter amended, modified, or replaced by successor ordinance(s) pertaining to a tourist development tax, the following consideration for the benefits granted under this Agreement #2 to County:

\$125,000 due on or before December 31, 1993
\$150,000 due on or before December 31, 1994
\$175,000 due on or before December 31, 1995

County agrees to make all payments by check, drawn on County's account with a bank or financial institution, and delivered to ATP on or before the date due at the address stated hereafter for the furnishing of notices, or at such other address as ATP may hereafter designate in writing.

B. The County will provide or make available to ATP at no additional cost to ATP the services, products, and benefits described on Exhibit A attached hereto.

3. COUNTY FUNDING.

(a) County shall fund the payments required under this Agreement solely and only with "available tourist development tax revenues" as hereinafter defined generated by the tourist development tax that is levied and received by County in accordance with Section 125.0104, Florida Statutes, as such statute is now in effect, or may hereafter be amended, and by County Ordinances #86-72 and #91-44, as now in effect or

hereafter amended, modified, or replaced by successor ordinance(s) pertaining to a tourist development tax. It is agreed that the County will continue to use its best efforts to impose, levy and collect a tourist development tax to December 31, 1995, and to set aside as a line item on its tourist development tax budget the monies described herein to be used by the County to make the payments to ATP as specified herein. Tourist Development Tax revenues that are collected prior to December 31, 1995, that are budgeted for payment to ATP pursuant to this Agreement and that have not been obligated by the County to other parties prior to the date of this Agreement, whether by contract, prior appropriation or otherwise, shall be deemed to be "available tourist development tax revenues". If available tourist development tax revenues are insufficient to pay ATP the sums set forth in section 2A of this agreement, then the scheduled duties of ATP under this agreement shall be proportionately reduced in a fair and equitable manner.

(b) In the event the tourist development tax should cease to be levied or collected in St. Johns County for any reason beyond the control of the County at any time, then all collected available tourist development tax revenues budgeted for payment to ATP, and any tourist development tax revenues collected in excess of all budgeted or otherwise obligated amounts, shall be paid to ATP (without any acceleration in the payment dates), in accordance with the payment schedule contained herein. The amount of such available tourist development tax monies collected in excess of all budgeted amounts, shall be

determined as of the date the County Commission is informed or ascertains that the tourist development tax may no longer be levied or collected, and shall include all such excess non budgeted non obligated available tourist development tax monies received after said date. If the tourist development tax shall cease to be levied or collected, and the aforescribed monies are insufficient to pay ATP the sums set forth in section 2 of this Agreement, then the scheduled duties of the ATP under this Agreement shall be proportionately reduced in a fair and equitable manner.

(c) In the event any change in Florida law, or other legal cause, shall absolutely prohibit the County from paying tourist development tax revenues under this Agreement to ATP, then this Agreement, and all rights and liabilities arising hereunder, shall be terminated.

(d) COUNTY DOES NOT PLEDGE OR OBLIGATE ITS AD VALOREM TAXING POWERS OR PROCEEDS, GENERAL REVENUES, PROPERTY, OR ASSETS FOR THE PAYMENTS DUE UNDER THIS AGREEMENT, BUT LIMITS THE FUNDING OF THIS AGREEMENT SOLELY TO THE AVAILABLE TOURIST DEVELOPMENT TAX REVENUES IT DERIVES FROM THE TOURIST DEVELOPMENT TAX, PURSUANT TO COUNTY ORDINANCES #86-72 AND #91-44, AS NOW IN EFFECT OR HEREAFTER AMENDED, MODIFIED, OR REPLACED BY SUCCESSOR ORDINANCE(S) PERTAINING TO A TOURIST DEVELOPMENT TAX. THE PARTIES AGREE THAT PAYMENT AND SATISFACTION OF ANY JUDGMENTS THAT ATP MAY OBTAIN AGAINST COUNTY PERTAINING TO THIS CONTRACT SHALL BE PAID SOLELY AND ONLY FROM AVAILABLE TOURIST DEVELOPMENT TAX REVENUES.

4. ATP DUTIES: The ATP will provide or make available to the County - at no additional cost to the County - the following services, products and benefits:

(As used in this paragraph the word "unit" shall mean consecutive seconds of television broadcast time for County use and the words "ATP Tour Events" shall mean any televised major tennis tournament under the direction and control of the ATP.)

- a) Not Used.
- b) Forty-five separate 30 unit segments on first ESPN Telecasts of ATP Tour Events. The County shall prepare the segments. No more than four (4) 30 unit segments will be provided for any single event. Fifteen of the 30 unit segments will be provided between January 1, 1993 and December 31, 1993. Fifteen of the 30 unit segments will be provided between January 1, 1994 and December 31, 1994 and fifteen of the 30 unit segments will be provided between January 1, 1995 and December 31, 1995. On or before January 13, 1993 the ATP will advise the County of the names, dates and locations of the ATP Tour Events that will be televised by ESPN during 1993 and on or before December 1, 1993 and December 1, 1994, the ATP will advise the County of the names, dates and locations of the ATP Tour Events that will be televised by

ESPN during 1994 and 1995 respectively. The County will select the individual ATP Tour Events to be broadcast by ESPN that will be made available to the County for the broadcast of the County's 30 unit segments and the number of separate 30 unit segments that will be made available to the County for each such event. On or before January 24, 1993 the County will notify the ATP of its selection of the ESPN broadcasts that will telecast 30 unit County segments during 1993 and on or before December 31, 1993 and December 31, 1994 the County will notify the ATP of its selections of the ESPN broadcasts that will telecast 30 unit County segments during 1994 and 1995 respectively. Each notification shall specify the number of 30 unit County segments that are to be broadcast during each selected ESPN broadcast. Notwithstanding the above, all such selections by the County shall be subject to the approval of ATP which approval shall not be unreasonably withheld.

- c) Thirty separate 30 unit segments on first Prime Network Telecasts of ATP Tour Events. The County shall prepare the segments. No more than four (4) 30 unit segments will be

provided for any single event. Ten of the 30 unit segments will be provided between January 1, 1993 and December 31, 1993. Ten of the 30 unit segments will be provided between January 1, 1994 and December 31, 1994 and ten of the 30 unit segments will be provided between January 1, 1995 and December 31, 1995. On or before January 13, 1993 the ATP will advise the County of the names, dates and locations of the ATP Tour Events that will be televised by Prime Network Telecasts during 1993 and on or before December 1, 1993 and December 1, 1994 the ATP will advise the County of the names, dates and locations of the ATP Tour Events that will be televised by Prime Network Telecasts during 1994 and 1995 respectively. The County will select the individual ATP Tour Events to be broadcast by Prime Network Telecast that will be made available to the County for the broadcast of the County's 30 unit segments and the number of separate 30 unit segments that will be made available to the County for each such event. On or before January 24, 1993 the County will notify the ATP of its selection of the Prime Network Telecast broadcasts that will telecast 30

unit County segments during 1993 and on or before December 31, 1993 and December 31, 1994 the County will notify the ATP of its selections of the Prime Network Telecast broadcasts that will telecast 30 unit County segments during 1994 and 1995 respectively. Each notification shall specify the number of 30 unit County segments that are to be broadcast during each selected Prime Network Telecast broadcast. Notwithstanding the above, all such selections by the County shall be subject to the approval of ATP which approval shall not be unreasonably withheld.

- d) Two separate 3 minute features of the County - supplied by the County - broadcast each year in 1993, 1994 and 1995 on mutually agreeable broadcast dates during the telecast of ATP Tour Tennis, The Tour's Highlight Show, or its equivalent successor show, which will be broadcast in no fewer than 32 different nations.
- e) Six full-page advertisements per year in International Tennis monthly magazine in the years 1993, 1994 and 1995. No more than one full page advertisement will be provided for any single issue. The advertisement content will be supplied by the County. The County

shall select the issues in which the County advertisements will appear and shall notify the ATP that it will place an advertisement in a given issue at least 60 days prior to the first day of the month that such issue is published.

- f) One full-page advertisement in each of ten different ATP worldwide tournament programs published and distributed at ATP Tour Events during each of the years 1993, 1994 and 1995 for a total of 30 such advertisements. The advertisement content will be supplied by the County. The County shall select the ATP Tour Events at which the County advertisements will appear in the tournament program and shall notify the ATP that it will place an advertisement in the tournament program of a given event at least 60 days prior to the first day of the month that the event is to occur. The County selection shall be subject to the approval of ATP which approval shall not be unreasonably withheld.
- g) One full-page advertisement in the ATP annual Tour Guide published for 1994 and 1995. The advertisement content will be supplied by the County.

- h) County recognition on the cover of the Pro Tennis Classic Tournament (or its successor) programs for the 1993, 1994, and 1995 tournaments. Such recognition shall consist of prominent identification of St. Johns County, Florida and Ponte Vedra Beach as the location of the event.
- i) Distribution of advertising and promotional materials to be supplied by County during the 1993, 1994, and 1995 Gator Bowl Junior Championships.
- j) County recognition in the 1993, 1994, and 1995 ATP Tour Ball Sweepstakes, which recognition shall consist of an insert placed in not less than 2,000,000 cans of tennis balls circulated each year worldwide. The County recognition shall consist of wording and art describing St. Johns County, Florida and Ponte Vedra Beach as the headquarters of the ATP Tour. The ATP shall obtain the County's approval of the County recognition prior to its use; which approval shall not be unreasonably withheld by the County.
- k) Assistance to the County, on an as requested basis, in placing television and media ads that promote tourism in the County.

1) Complimentary box seat sponsorship packages to be used at the County's discretion for the ATP Pro Tennis Classic Tournament to be held during each of the years 1993, 1994 and 1995 at ATP headquarters at Ponte Vedra Beach, Florida, which packages shall each include the following:

- * Eight VIP box seats daily for each such championship tournament;
- * Special parking to accommodate 4 vehicles for each such championship tournament;
- * Authorization for County to select up to 4 persons that may participate in the Pro-Am golf tournament held during each such championship tournament;
- * Invitations for 12 people - to be selected by the County - to attend sponsor receptions at each such championship tournament;
- * Authorization for County to select up to 4 persons that may participate in the Pro-Am tennis tournament held during each such championship tournament; and
- * Access for up to 8 persons - to be selected by the County - to Clubhouse

and Hospitality areas at each such championship tournament.

- m) Tent space every day for the 1993, 1994, and 1995 Pro Tennis Classic Tournament. The County shall bear the cost and responsibility for furnishing and erecting the tent.
- n) Host and provide a special well known and currently popular player appearance in St. Augustine during each of the 1993, 1994 and 1995 Pro Tennis Classic Tournament.
- o) Provide at least two opportunities each 1993, 1994, and 1995 calendar year for the St. Johns County Tourist Development Council (the "TDC") and/or the St. Johns County Chamber of Commerce to make presentations at ATP Headquarters in the County to visiting dignitaries and executives to promote tourism.
- p) Use maximum efforts in 1993, 1994, and 1995 to encourage writers for sports and tennis magazines such as Tennis Magazine, Racquet Magazine, etc. to make - and to encourage familiarization trips - to the County.
- q) Host at least one St. Johns County Chamber of Commerce "After Hours" at a mutually agreeable time during each 1993, 1994 and 1995 calendar year.

- r) Make good faith efforts to contract with St. Johns County businesses regarding ATP Tour, Inc. capital improvement projects as well as miscellaneous ATP Tour, Inc. operational needs during 1993, 1994 and 1995.
- s) Provide the County with the use of ATP Tour club membership lists in 1993, 1994 and 1995 for selected solicitation purposes approved by the ATP Tour.
- t) Allow the County, the TDC, groups sponsored by the St. Johns County Chamber of Commerce and/or units of local government located within the County access to meeting space at ATP Tour facilities for at least six (6) meetings at mutually agreeable times during each 1993, 1994 and 1995 calendar years.

5. ADVERTISING CONTENT: The television units and print advertising space provided to the County pursuant to this Agreement shall be used solely to promote the County and tourist attractions within the County, and shall not be used to promote or endorse any other product or service. The television units and print advertising space provided to the County pursuant to this Agreement will not be content restricted in any manner except as may be required by applicable government regulation, or as edited by ESPN or Prime Network.

6. COORDINATION OF ADVERTISEMENT: ATP will do all things reasonably necessary and/or appropriate to enable the County to timely prepare the television and print advertisements contemplated by this Agreement and to enable the County to timely deliver such advertisements to the appropriate entity in the required form for broadcast and/or publication. In the event that the County is unable to timely use any of the television or print opportunities contemplated by this Agreement, the ATP, upon notice of such fact from the County, will use its best efforts to allocate such unused opportunities to itself or other parties and to obtain and provide the County with other equivalent opportunities.

7. TERMINATION OF AGREEMENT: Notwithstanding any other provision herein, the County shall have the option to terminate this Agreement in January 1994, and January 1995 if the County is not satisfied with the benefits provided by ATP pursuant to section 4 of this Agreement during the preceding year, by giving notice to ATP no later than January 15 of the applicable year which specifies the reason for the County's dissatisfaction and the County's intent to terminate this Agreement. ATP may respond to such notice at the next regularly scheduled meeting of the Board of County Commissioners of the County following ATP's receipt of such notice. If, after ATP's response or the expiration of the time therefor the County is still not satisfied with the benefits received under this Agreement, the County may in its sole discretion terminate this Agreement effective

immediately and shall have no obligation to make any payments due after the effective date of termination.

8. BREACH OF AGREEMENT:

(a) ATP shall have the right to recover from County interest at the rate of 6% per annum on delinquent payments until paid, (but such interest shall be payable solely from available tourist development tax revenues as defined in paragraph #3 above), but only if the County shall fail or refuse to make any payment required hereunder and such failure or refusal continues for twenty-one (21) days after the County receives written notice from ATP that the payment has not been timely paid.

(b) County shall have the right to sue for specific performance or to recover from ATP all payments made by County to ATP under this Agreement, plus interest thereon from the dates of payments at the rate of 6% per annum, if ATP shall fail or refuse to perform any of its obligations pursuant to paragraphs 4, 5 or 6 hereof and shall fail prospectively to cure such failure within thirty (30) days after written notice thereof. Such written notice from County shall specifically refer to or mention this paragraph in order to alert ATP that County may exercise its rights as set forth in this paragraph should ATP not cure such failure within the 30 day time period. Upon repayment by ATP to County at County request of all payments with interest this Agreement shall be terminated and both parties shall be released from performance of any future scheduled obligations arising under this agreement.

(c) In the event County shall willfully refuse to timely comply with this Agreement, or pay ATP the monies due under paragraphs 2 and 3 or interest required by this agreement when the County has on hand sufficient available tourist development tax revenues to make such payments and pay such interest, ATP may sue County for specific performance and for payment of such sums due and in addition to recovering such sums, but only from available tourist development tax revenues, may terminate this Agreement, whereupon both parties shall be released from performance of any future scheduled obligations arising under this Agreement.

(d) In any litigation arising hereunder, the prevailing party shall be entitled to recover from the losing party the reasonable attorney's fees and court costs incurred by the prevailing party.

9. NO AGENCY CREATED. This Agreement shall not constitute either party to be an agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority under this Agreement (i) to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other or ii) to bind the other or to make use of each others' name, logo or seal in any manner whatsoever except as specifically provided herein and for the purpose of this Agreement.

10. WAIVERS: The failure of either party at any time to require performance by the other party of any of the terms, covenants or conditions of this Agreement shall not affect the

right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by a party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any other right or remedy under this Agreement.

11. AMENDMENTS: The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party against whom enforcement of any such amendment, supplement, waiver or modification is sought, and making specific reference to this Agreement.

12. ASSIGNMENT: This Agreement may not be assigned by either party hereto without the prior written consent of the other party hereto, except that without County's consent ATP may assign its income rights hereunder as security for a loan or loans and the County may assign benefits described in subparagraphs l, m, n, o, q, s and t of paragraph 4 to such persons and entities as County shall deem proper.

13. GOVERNING LAW: This Agreement shall be construed according to the laws of the State of Florida.

14. NOTICES: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraph communication) and shall be (as elected by the person giving the notice) hand delivered by messenger or courier service, telecommunicated, mailed by registered or certified mail (postage prepaid), return

receipt requested, or sent by 24-hour guaranteed delivery service, addressed to:

For ATP:

CHIEF FINANCIAL OFFICER
ATP TOUR, INC.
200 ATP TOUR BOULEVARD
PONTE VEDRA BEACH, FLORIDA 32082

For County:

St. Johns County Administrator
St. Johns County Administration Bldg.
4020 Lewis Speedway (CR 16A)
St. Augustine, Florida 32095

or to such other address as either party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph, (c) on the date of transmission with confirmed answer back if by telex, (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if by mail and (e) on the date accepted or rejected by the party to whom it is addressed if sent by 24-hour guaranteed delivery service.

15. HEADINGS: The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

16. BINDING EFFECT: All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties

and their respective legal representatives, successors and permitted assigns.

17. Prior to January 1, 1996, neither the ATP nor any of its divisions or subsidiaries will enter into any agreement with the State of Florida, any political subdivision of the State of Florida other than St. Johns County, Florida, or any other government or governmental sponsored entity (collectively or singularly, the "Government") that is located within a 100 mile radius of St. Johns County to advertise or promote the ATP or that Government's proximity to the ATP facilities, services, tournaments or other activities located, provided or held in St. Johns County without the County's prior written consent. The County shall be exclusively promoted as the home of the ATP Headquarters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ATP Tour, Inc.

By: *Mark Markel*
Its President

ST. JOHNS COUNTY

By: St. Johns County
Board of County
Commissioners

By: *Linda Balavage* :
Its Chairman

ATTEST: Carl "Bud" Markel, Clerk

Carl "Bud" Markel
Its Clerk

By: *Richard H. Meizer*
County Administrator



Exhibit A to ATP-St. Johns County
Agreement #2

The County need provide no additional services,
products or benefits to ATP.