

November 21, 2013

Desert Champions LLC
78-200 Miles Avenue
Indian Wells, California 92210
Attention: Steve Simon

Dear Mr. Simon

This Amendment ("Amendment") is entered into this 21st day of November, 2013 concerning that certain Letter Agreement ("Host Sponsorship Agreement") made and effective as of March 23, 2006 by and between the City of Indian Wells, a charter city duly organized under the Constitution and laws of the State of California ("City"), and Desert Champions LLC, a California limited liability company ("DC"), with regard to City being a Host Sponsor for the tennis tournament currently known as the BNP Paribas Open, as it may be renamed (the "Tournament"), to be played annually at the Indian Wells Tennis Garden (the "Facility") in Indian Wells, California. The Host Sponsorship Agreement terminates at the conclusion of the 2026 Tournament. The reference to the "current Exhibit A" shall mean Exhibit A to the Host Sponsorship Agreement before this Amendment.

City and DC agree as follows:

1. The Host Sponsorship Agreement provides City with certain signage positions in the Stadium Court, Stadium 2 and Stadium 3 throughout the term of that agreement. The signage positions affected by this Amendment are as follows:

(a) Stadium Court: Two (2) wing signage positions, designated as SE3 and NW3 on the current Exhibit A.

(b) Stadiums 2 and 3: One (1) sidewall signage position on each of the west and east walls of those stadiums, designated as W1 and E8 on the current Exhibit A.

(c) A new Stadium 2 will be completed and used for the 2014 Tournament and City will be entitled to one (1) sidewall signage position on its west and east walls. Once new Stadium 2 is put into operation, the current Stadiums 2 and 3 will be renumbered "3" and "4," respectively.

Stadiums 1, 2, 3, and 4 shall be collectively referred to herein as the "Stadiums" and the signage positions described above in paragraphs 1(a), (b), and (c) shall be collectively referred to herein as the "City Signage Positions." Televised matches are broadcast from the Stadiums.

2. The parties agree that City may exchange the City Signage Positions for the signage position(s) on the court surface of each of the Stadiums in the locations, with the name, and in the size, color, and font shown on Exhibits A and B attached to this Amendment (the

“Court Signage”), which exchange becomes effective only upon satisfaction of the conditions specified below in Sections 3 and 5 (the “Exchange”).

3. The Court Signage must meet the standards imposed by ATP Tour, Inc. (“ATP”) and WTA Tour, Inc. (“WTA”) rules for name of the locality, location, size, color, and font (collectively, the ATP/WTA Court Surface Signage Rules”) and must be approved by ATP and WTA before installation.

4. DC will be responsible for complying with the ATP and WTA Court Surface Signage Rules and for submitting the Court Signage for approval by ATP and WTA in accordance with their rules. DC shall submit the Court Signage to the ATP and WTA for their approval promptly following execution of this Agreement.

5. The Exchange shall only become effective upon approval of the Court Signage by ATP and the WTA.

6. Since ATP and WTA can change their rules from year-to-year, or sooner, there could in the future be changes to the standards for court surface signage and/or whether it is even permitted. DC will be responsible for complying with any changes that affect the location, size, color, or font of the Court Signage and City agrees to accept such changes so long as they do not result in a change in name or materially and adversely change the visibility of the Court Signage in television broadcasts of the Tournament from the Stadiums. The City will notify DC in writing if the City does not accept such changes based upon its reasonable determination that the changes result in such change in name or materially and adversely change the visibility of the Court Signage in such television broadcasts (the “City’s Rejection Notice”). In this event, at the earliest time practicable, taking into account then existing signage arrangements with third parties, City will revert to the City Signage Positions. Should the City Signage Positions not be available for any Tournament held after the City’s Rejection Notice is delivered, DC and City will promptly discuss and attempt to find a mutually agreeable alternative to the City Signage Positions for such Tournament or Tournaments. If a mutually agreeable alternative is not reached within thirty (30) days after the City’s Rejection Notice is delivered to DC, City may exercise any and all of its rights under Section 8 of the Host Sponsorship Agreement.

7. Upon approval of the Court Signage by ATP and WTA, the Host Sponsorship Agreement shall be deemed amended as follows:

7.1 Paragraph 3(j) is amended by deleting its two (2) sentences in their entirety and replacing them with the following: “The signage position(s) on the court surface of each of Stadium 2, Stadium 3, and Stadium 4, in the locations, with the name, and in the size, color, and font shown on Exhibit A hereto.”

7.2 Paragraph 3(k) is amended by deleting: “Two (2) wing signage positions in the Stadium Court, in positions referenced as SE3 and NW3 as marked on Exhibit A hereto,” and by substituting therefor: “The signage position(s) on the court surface of the Stadium Court, in the locations, with the name, and in the size, color, and font as shown on Exhibit A hereto.

(For the purpose of this Agreement, the Stadium Court, Stadium 2, Stadium 3, and Stadium 4 will be collectively referred to as the "Stadiums")."

7.3 The exhibit attached to this Amendment, designated as "Exhibit A," shall be substituted for "Exhibit A" currently attached to the Host Sponsorship Agreement.

7.4 Section 3 is amended by adding the following unnumbered paragraph immediately after Paragraph 3(ff): "The court surface signage specified in Paragraphs 3(j) and (k) above (collectively, the "Court Signage") must meet the standards imposed by ATP Tour, Inc. ("ATP") and WTA Tour, Inc. ("WTA") rules for name of the locality, location, size, color, and font (collectively, the ATP/WTA Court Surface Signage Rules"). ATP and WTA approved the Court Signage before its installation by DC in accordance with Paragraphs 3(j) and (k). Since ATP and WTA can change their rules from year-to-year, or sooner, there could in the future be changes to the ATP/WTA Court Surface Signage Rules. DC will be responsible for complying with any changes that affect the location, size, color, or font of the Court Signage and City agrees to accept such changes so long as they do not result in a change in name or materially and adversely change the visibility of the Court Signage in television broadcasts of the Tournament from the Stadiums. City will notify DC in writing if City does not accept such changes based upon its reasonable determination that the changes result in such change in name or materially and adversely change the visibility of the Court Signage in such television broadcasts (the "City's Rejection Notice"). In this event, at the earliest time practicable, taking into account then existing signage arrangements with third parties, City will revert to the City Signage Positions. Should the City Signage Positions not be available for any Tournament held after the City's Rejection Notice is delivered, DC and City will promptly discuss and attempt to find a mutually agreeable alternative to the City Signage Positions for such Tournament or Tournaments. If a mutually agreeable alternative is not reached within thirty (30) days after City's Rejection Notice is delivered to DC, the change in the ATP/WTA Court Surface Signage Rules that gave rise to the City's Rejection Notice will be deemed an Event of Default and City may exercise any and all of its rights under this Section 8."

7.5 Paragraph 8(a) is amended by doing the following: (a) the period in subparagraph (iii) is deleted and substituted in its place are "; or" and (b) subparagraph (iv) is added as follows: (iv) As provided in Section 3 relating to the Court Signage."

8. City and DC reaffirm all terms and provisions set forth in the Host Sponsorship Agreement except insofar as they are expressly amended by this Amendment.

Very truly yours,

‘CITY’

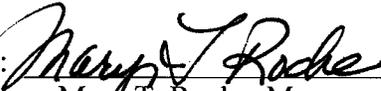
“DC”

ACKNOWLEDGED AND AGREED:

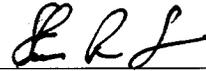
City of Indian Wells, a charter city duly
Organized under the Constitution and
Laws of the State of California

Desert Champions LLC, a California limited
liability company

By:


Mary T. Roche, Mayor

By:



Steven R. Simon, Chief Operating Officer

Attest:


Anna Grandys
Chief Deputy Clerk

Approved as to form:

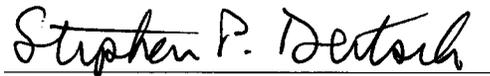

Stephen P. Deitsch
City Attorney

Exhibit A

