

**EIGHTH RENEWAL AND AMENDMENT TO CITY OF BROKEN ARROW GOLF  
COURSE PROFESSIONAL MANAGEMENT SERVICES AGREEMENT**

This Eighth Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement (the "Amendment"), dated July 15, 2024, is entered into by and between THE CITY OF BROKEN ARROW, OKLAHOMA, an Oklahoma municipal corporation (together with its successors and assigns, the "City"), and Greenway Golf Partners, L.L.C., an Oklahoma Limited Liability Company, (together with its successors and assigns, the "Greenway"). Terms used and not otherwise defined in this Eighth Renewal and Amendment shall be defined in the Agreement.

**RECITALS:**

**WHEREAS**, on July 1, 2016, City and Greenway Golf Associates, Inc. entered into a City of Broken Arrow Golf Course Professional Management Services Agreement ("Agreement"); and

**WHEREAS**, on June 13, 2017, City and Greenway Golf Associates, Inc. executed the Renewal of the City of Broken Arrow Golf Course Professional Management Services Agreement, which renewed the Agreement through the period from July 1, 2017 through June 30, 2018; and

**WHEREAS**, on May 25, 2018, City and Greenway Golf Associates, Inc. executed the Renewal of the City of Broken Arrow Golf Course Professional Management Services Agreement, which renewed the Agreement through the period from July 1, 2018 through June 30, 2019; and

**WHEREAS**, on September 18, 2018, City, Greenway Golf Associates Inc, and Greenway Golf Partners LLC executed the Consent to Assignment Agreement, which assigned all rights and obligations under the Agreement from Greenway Golf Associates Inc. to Greenway Golf Partners LLC; and

**WHEREAS**, on June 3, 2019, City and Greenway executed the Second Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement, which (1) renewed the Agreement through the period from July 1, 2019 through June 30, 2020, (2) amended Section 2.4 of the Agreement, and (3) repealed Section 6.2 of the Agreement in its entirety; and

**WHEREAS**, City and Greenway agree the title of the June 3, 2019 renewal, identified immediately above, is a scrivener's error and that such renewal was, in fact, the third renewal of the Agreement; and

**WHEREAS**, on June 15, 2020, City and Greenway executed the Fourth Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement, which (1) renewed the Agreement through the period from July 1, 2020 through June 30, 2021, (2) amended Section 2.4 of the Agreement, and (3) repealed Section 6.2 of the Agreement in its entirety; and

**WHEREAS**, on May 18, 2021, City and Greenway executed the Fifth Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement, which (1) renewed the Agreement through the period from July 1, 2021 through June 30, 2022, (2) amended Section 2.4 of the Agreement, (3) amended Section 6.1 of the Agreement, (4) amended Section 7.1.1 of the Agreement, (5) repealed Section 7.1.1.2 of the Agreement in its entirety, and (6) added a Section 7.4 to the Agreement; and

**WHEREAS**, on June 20, 2022, City and Greenway executed the Sixth Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement, which (1) renewed the Agreement through the period from July 1, 2022 through June 30, 2023, (2) amended Section 2.4 of the Agreement, and

**WHEREAS**, on June 19, 2023, City and Greenway executed the Seventh Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement, which (1) renewed the Agreement through the period from July 1, 2023 through June 30, 2024, (2) amended Section 2.4 of the Agreement, and

**WHEREAS**, City and Greenway wish to renew the Agreement, as amended, to become effective July 1, 2024 through June 30, 2025; and

**WHEREAS**, further, the parties have mutually agreed it is beneficial to renew and amend said Agreement; and

**NOW, THEREFORE**, in consideration of the covenants and mutual obligations set out herein and in the Agreement, as amended, and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree to the following:

**ARTICLE A  
RENEWAL AND AMENDMENT TO AGREEMENT**

**A.1 Renewal.** City and Greenway hereby agree to renew the Agreement, as amended, to be effective from July 1, 2024 through June 30, 2025.

**A.2 Amendment to Section 2.4 of the Agreement:** Section 2.4, Contract Year term is hereby amended to read as follows:

2.4 **Contract Year:** The period beginning on July 1, 2024, and ending on the following June 30, 2025.

**ARTICLE B  
CONTINUING TERMS OF AGREEMENT**

**B.1** Except as amended hereby, all terms of the Agreement, as previously amended, remain in full force and effect without modification or change. The Agreement, as amended by this Amendment and previously, is in all respects ratified and confirmed, and the Agreement, as so amended by this Amendment and previously, shall be read, taken and construed as one and the same instrument.

*-Signatures on Following Pages-*

IN WITNESS WHEREOF, each of the parties has caused this Eighth Renewal and Amendment to be executed by its duly authorized officials and its official seal to be impressed hereon, as of the date first above written.

THE CITY OF BROKEN ARROW,  
a municipal corporation

ATTEST: (SEAL)

By: \_\_\_\_\_  
Mayor Debra Wimpee

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

Rachufuler  
Attorney for City

**Greenway Golf Partners, LLC.**  
An Oklahoma Limited Liability Company

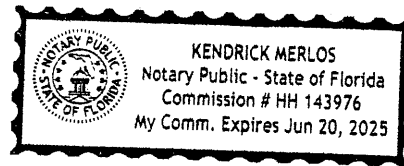
By: Ken Campbell

Verification

State of Florida )  
County of Broward ) ss:  
 )

Before me, A Notary Public, on this 26 day of June, 2024, personally appeared Kenneth Campbell as managing partner of Greenway Golf Partners, LLC an Oklahoma Limited Liability Company, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

[Signature] / kendrick merlos  
Notary Public



My Commission Expires: June 20 2025