

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

This Ninth Renewal and Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement (the "Amendment"), dated June 16, 2023, 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 Ninth 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Agreement through the period from July 1, 2019 through June 30, 2020, (2) amended Section 2.4 of the Agreement, and (3) repealed Section 6.2 of the Agreement in its entirety; and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, on July 15, 2024, City and Greenway executed the Eighth 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, 2024 through June 30, 2025, (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, 2025 through June 30, 2026; 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, 2025 through June 30, 2026.

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, 2025, and ending on the following June 30, 2026.

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 Ninth 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:

Rachmugula
Attorney for City

Greenway Golf Partners, LLC.
An Oklahoma Limited Liability Company

By: Kenneth Campbell

Verification

State of Texas)
) ss:
County of Liano)

Before me, A Notary Public, on this 4th day of June, 2025, personally appeared Kenneth Campbell as Managing Director 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.

Sherry Zimmerman
Notary Public

My Commission Expires: 12-18-2026

