

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

This Second Amendment to City of Broken Arrow Golf Course Professional Management Services Agreement (the "Amendment") made effective of this 3rd day of June, 2019, 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 Second Renewal and Amendment shall be defined in the Agreement.

RECITALS:

WHEREAS, on July 1, 2016, the City and Greenway entered into a Golf Course Professional Management Services Agreement ("Agreement") and most recently renewed on July 1, 2018; and

WHEREAS, the City and Greenway wish to renew the Agreement to become effective July 1, 2019, through June 30, 2020; and

WHEREAS, further, the parties have mutually agreed it is beneficial to 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 Amendments:

ARTICLE A RENEWAL OF AGREEMENT

A.1 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 1st, 2019, and ending on the following June 30, 2020.

ARTICLE B AMENDMENT TO AGREEMENT

B.1 Amendment to Section 6.2 of the Agreement: Section 6.2 under Section 6, "TERM, RENEWAL AND TERMINATION", is hereby repealed in its entirety.

ARTICLE C CONTINUING TERMS OF AGREEMENT

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

IN WITNESS WHEREOF, each of the parties has caused this Second 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: (S E A L)

By: _____
Mayor Craig Thurmond

By: _____
City Clerk

Approved as to Form:

Deputy City Attorney

Ken Caspell
Greenway Golf Partners, LLC
Member

A notary public or other officer completing this Certificate Verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Verification

State of CA)
County of Alameda) ss:

Before me, a Notary Public, on this 11 day of June, 2019, personally appeared Kenneth Campbell, as Secretary of Greenway Golf Associates, Inc., a California Corporation, 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.

lh

Notary Public

My Commission Expire: 09/10/2019

