

**FIRST AMENDMENT
TO
WILLOWICK GOLF COURSE
MANAGEMENT AGREEMENT**

This FIRST AMENDMENT TO WILLOWICK GOLF COURSE MANAGEMENT AGREEMENT (the "**First Amendment**") is effective as of the 24th day of October, 2023, by and between The City of Garden Grove, a California municipal corporation, ("**Owner**"), and Willowick Golf Management, L.L.C., a Virginia limited liability company ("**WGM**").

RECITALS:

A. Owner and WGM (pursuant to that certain Assignment and Assumption Agreement dated May 16, 2019 between Billy Casper Golf, LLC and Willowick Golf Management, LLC) are parties to that certain Management Agreement dated May 15, 2019 (the "**Management Agreement**"), concerning operation and management of that certain 18-hole golf course and related improvements known as "*Willowick Golf Course*" located in Santa Ana, California (the "**Club**").

B. Owner and WGM have agreed to modify the Management Agreement, all in accordance with the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Recitals. The foregoing recitals are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Management Agreement.

2. Effective Date. Notwithstanding anything to the contrary contained in the Management Agreement, the effective date of this First Amendment is August 1, 2023 (the "**Effective Date**").

3. Term. Notwithstanding anything to the contrary contained in the Management Agreement, pursuant to Section 3 of the Management Agreement, the parties agree to renew the Management Agreement for the first extension term of three (3) years (the "First Extension Term"). For the avoidance of doubt, the First Extension Term shall extend the expiration date of the Management Agreement to June 30, 2027.

4. Termination Fee; Owner's Termination for Convenience. Notwithstanding anything to the contrary contained in the Management Agreement, Section 11D shall be amended by removing reference to the "Termination Fee." For the avoidance of doubt, Owner shall not be required to pay a Termination Fee if the Agreement is terminated by Owner for convenience.

5. General.

(a) This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

(b) Each person signing below represents and warrants that he or she is fully authorized to execute and deliver this First Amendment in the capacity set forth beneath his or her signature.

(c) This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) This writing constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended only by written agreement signed by each party.

(e) This First Amendment may be executed in two or more counterparts (including facsimile), each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Golf Course Management Agreement to be executed on the day and year first written above.

OWNER:

CITY OF GARDEN GROVE

WGM:

Willowick Golf Management, L.L.C.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____