

**SECOND AMENDMENT
TO
LEASE AGREEMENT
BETWEEN
CITY OF JACKSONVILLE
AND
JAX GOLF MANAGEMENT, LLC**

THIS SECOND AMENDMENT to Lease Agreement is made and entered into this ____ day of _____, 2020, by and between CITY OF JACKSONVILLE, a municipal corporation existing under the laws of the State of Florida (the "CITY"), and JAX GOLF MANAGEMENT, LLC, a foreign limited liability company with principal address at 10440 Tournament Lane, Jacksonville, Florida 32222 (the "TENANT") for lease of the Bent Creek Golf Course.

WITNESSETH:

WHEREAS, on March 31, 2005, the parties made and entered into a Lease Agreement (the "Lease") for the lease of Bent Creek Golf Course and the personal property thereon; and

WHEREAS, said Lease has been amended once previously; and

WHEREAS, in Ordinance 2020-_____-E, the Jacksonville City Council approved the waiver of the Annual Rent Payment and the Annual Gross Revenue Payment set forth in the Lease for one year from _____, 2020, to _____, 2021, ; and

WHEREAS, said Lease should be amended further by waiving the Annual Rent Payment of \$200,000.00 and the Annual Gross Revenue Payment for one year from _____, 2020, to _____, 2021, to allow TENANT to use the funds for renovation of the greens, with all other provisions, terms, and conditions of said Lease remaining unchanged; now therefore

IN CONSIDERATION of the Lease and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Lease as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Subsection 4(a) and (b) of said Lease are amended by waiving the Annual Rent Payment of \$200,000.00 and the Annual Gross Revenue Payment for one year from _____, 2020, to _____, 2021, to allow TENANT to use the funds for renovation of the greens, and as amended shall read as follows:

“4. Rents and Payments and Other Requirements.

(a) Base Rent. Upon commencement of the Term, TENANT shall pay to the CITY a fixed annual payment of Two Hundred Thousand Dollars (\$200,000.00), payable in monthly installments of \$16,667.00 each, to be paid on the first day of each month during the term of this Lease (“Annual Payment”), beginning on April 1, 2005. Notwithstanding this schedule and amount, the rent for the initial month shall be prorated for the actual length of the month from the Commencement Date until the end of the month and any other period of less than a month shall be similarly prorated. Payment for the prorated initial month shall be made on the Commencement Date. The Annual Payment shall constitute the base rent (“Base Rent”) under this Lease and shall be payable to the CITY without notice, set off, deduction, or demand. TENANT may, in its sole discretion, prepay all or any portion of the Base Rent at any time and in any amount, including, without limitation, the prepayment of only that certain component of the Base Rent which may be drawn upon to pay for Improvement Items and/or Equipment Items as set forth more specifically in Article 5 below. Further, notwithstanding this schedule and amount, the annual rent payment of \$200,000.00 shall be waived for one year from _____, 2020, to _____, 2021, to allow such amount to be used by TENANT for renovations of the greens.

(b) Gross Revenue Payments and Additional Rent. In addition to the Annual Payment, TENANT shall annually during the Term of this Lease (as it may be renewed or extended) pay to the CITY on or before February 15 of each year an amount equal to (i) five percent (5%) of the annual gross revenues generated from golf shop retail sales during the prior year; (ii) five percent (5%) of the annual gross revenues generated from food and beverage sales during the prior year; and, (iii) thirty-eight and one-half percent (38.5%) of the aggregate annual gross revenues from green fees, cart fees, and driving range fees in excess of One Million Four Hundred Thousand Dollars (\$1,400,000.00), prorated for any period of the Lease less than one year. Subsections (i), (ii), and (iii) shall hereafter collectively be referred to as the “Annual Gross Revenue Payments.” Any and all other amounts required to be paid by TENANT hereunder in addition to the Base Rent shall be deemed to be additional rent payable as rent hereunder (the “Additional Rent”). Notwithstanding this schedule and amount, the Annual Gross Revenue Payments shall be waived for one year from _____, 2020, to _____, 2021, to allow such amount to be used by TENANT for renovations of the greens.”

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Lease, as previously amended, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, TENANT and CITY have caused this Second Amendment to be duly executed as of the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

Lenny Curry, Mayor

In compliance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Lease and that all of its exhibits and attachments and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance

Form Approved:

Office of General Counsel

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by Brian Hughes, for and on behalf of Lenny Curry and James R. McCain, Jr., the Mayor and Corporation Secretary respectively of the CITY OF JACKSONVILLE, a body politic and corporate, on behalf of the Department of Parks, Recreation and Community Services. Such person is personally known to me.

NOTARY PUBLIC

WITNESS:

JAX GOLF MANAGEMENT, LLC

By _____
Print name: _____

By: _____
Print Name: _____
Its: _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by _____ and _____, the _____ and _____ respectively of JAX GOLF MANAGEEMNT, LLC. Such persons: *(notary must check applicable box)*

- ___ are personally known to me; or
- ___ produced a current _____ driver's license as identification; or
- ___ produced _____ as identification

NOTARY PUBLIC

(sign)
(print)