

HOLLYWOOD BEACH GOLF AND COUNTRY CLUB

Notes to Statement of Gross Revenue and Expenses
Years ended April 30, 2011

Note 1 – Summary of Significant Accounting Policies

Organization and nature of activities

Southern Golf Appraisals, Inc. is a Florida corporation which has an agreement with the City of Hollywood, Florida to lease and operate the Hollywood Beach Golf and Country Club from May 2001 through April, 2011. The accompanying special-purpose statement of gross revenues and expenses has been prepared as required by that agreement, to present the gross revenue and expenses of the facility as defined in the lease.

Basis of Accounting

The accompanying statement has been prepared on the modified cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles. That basis differs from generally accepted accounting principles in that revenues are recognized when received instead of when the service is provided, and payments to vendors are recognized when paid instead of when goods or services are received.

Depreciation is presented using the method permitted for income tax purposes, which includes using accelerated methods based on useful lives of assets ranging from 3 to 7 years and the direct expense of equipment purchases of \$3,771.

Use of Estimates

The preparation of financial statements in conformity with the modified cash basis of accounting requires management to make estimates and assumptions that could affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Southern Golf Appraisals has elected to be taxed as an S corporation, whereby the stockholders are taxed on their proportionate share of income. Accordingly, no provision for income taxes is included in the accompanying statement.

HOLLYWOOD BEACH GOLF AND COUNTRY CLUB

Notes to Statement of Gross Revenue and Expenses
Years ended April 30, 2011

Note 2 – Restaurant License Agreement

The company has entered into a licensing agreement with an outside contractor for the operation of the restaurant and bar. In accordance with the terms of the agreement, which was approved by the City in 2004, the licensee paid \$50,000 in each year to reimburse expenses, principally utilities. These payments have been recorded as reductions in expenses in the statement. The restaurant and bar sales of the independent outside contractor are not included in gross revenue on the accompanying statement.

Note 3 – Lease Obligations

Under the terms of the agreement with the City of Hollywood, the company is obligated to pay an annual base rent of \$150,000 and a supplemental rent of the greater of \$45,000 or 7% of the gross revenues of the facility in excess of \$2,700,000. Rent incurred under the agreement in the year ended April 30, 2011 was \$195,000. The lease was extended for two additional years for which rent payments of \$150,000 per year are required.

The company is obligated to pay \$4,208 per month for the rental of the golf carts used at the facility under a four year operating lease agreement which expires November 15th, 2013.

Eco Grande Golf Course

Statement of Gross Revenues and Expenses

Year ended May 31, 2011

Mullen Howard Hammatt & Co., P.A.
Certified Public Accountants
7900 RED ROAD • SUITE 26 • SOUTH MIAMI, FLORIDA 33143

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Independent Auditors' Report

Board of Directors
Southern Golf Appraisals, Inc.

We have audited the accompanying special-purpose statement of gross revenues and expenses of Eco Grande Golf Course, a division of Southern Golf Appraisals, Inc. for the year ended May 31, 2011. This statement is the responsibility of the company's management. Our responsibility is to express an opinion on the statement based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement of gross revenues and expenses of Eco Grand Golf Course is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides reasonable basis for our opinion.

The accompanying special-purpose financial statement was prepared for the purpose of complying with the Lease Agreement between the City of Hollywood, Florida and Southern Golf Appraisals, Inc. as discussed in Note 1 to the statement and is not intended to be a presentation of Eco Grande Golf Course's gross revenue and expenses in conformity with generally accepted accounting principles.

In our opinion, the special-purpose statement of gross revenue and expenses presents fairly, in all material respects, the gross revenues and expenses of Eco Grande Golf Course for the year ended May 31, 2011, pursuant to the Lease agreement and on the basis of accounting described in Note 1 to the statement.

This report is intended solely for the information and use of the board of directors and management of Southern Golf Appraisals, Inc. and the City of Hollywood, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Mullen Howard Hammatt & Co., P.A.

August 29, 2011

ECO GRANDE GOLF COURSE

Notes to Statement of Gross Revenue and Expenses
Years ended May 31, 2011

Note 1 – Summary of Significant Accounting Policies

Organization and nature of activities

Southern Golf Appraisals, Inc. is a Florida corporation which has an agreement with the City of Hollywood, Florida to lease and operate the Eco Grande Golf Course from June 2009 through May, 2011. The accompanying special-purpose statement of gross revenues and expenses has been prepared as required by that agreement, to present the gross revenue and expenses of the facility as defined in the lease.

Basis of Accounting

The accompanying statement has been prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles. That basis differs from generally accepted accounting principles in that revenues are recognized when received instead of when the service is provided, and payments to vendors are recognized when paid instead of when goods or services are received.

Use of Estimates

The preparation of financial statements in conformity with the modified cash basis of accounting requires management to make estimates and assumptions that could affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Southern Golf Appraisals has elected to be taxed as an S corporation, whereby the stockholders are taxed on their proportionate share of income. Accordingly, no provision for income taxes is included in the accompanying statement.

Note 3 – Lease Obligations

Under the terms of the agreement with the City of Hollywood, the company is obligated to pay an annual base rent of \$25,000 and a supplemental rent of the greater of \$ 5,000 or 10% of the gross revenues of the facility in excess of \$475,000. Rent incurred under the agreement in the year ended May 31, 2011 was \$30,000.

The company is obligated to pay \$884 per month for the rental of the golf carts used at the facility under a four year operating lease agreement which expires in November, 2013.

ECO GRANDE GOLF COURSE
Statement of Gross Revenues and Expenses
For the Year ended May 31, 2011

Gross Revenue:

Green Fees and Rentals	\$ 357,993
Bar and restaurant	38,449
Pro shop sales	4,888
Other Income	7,286
Total Revenue	<u>408,616</u>

Expenses:

Advertising	320
Bank and credit card charges	953
Equipment Rental	12,808
Insurance	12,897
Other operating expenses	29,207
Payroll and benefits	212,177
Professional fees	14,825
Pro shop cost of sales	1,936
Rent	29,592
Repairs and maintenance	22,022
Utilities	26,929
Total Expenses	<u>363,666</u>

Excess of Revenue over expenses

\$ 44,950

The accompanying notes are an integral part of this financial statement

CITY OF HOLLYWOOD
SOUTHERN GOLF APPRAISALS
HOLLYWOOD BEACH GOLF & COUNTRY CLUB

	Un-audited 12/31/2012	Audited 4/30/2011	Audited 4/30/10	Audited 4/30/09	Audited 4/30/08	Audited 4/30/07	Audited 4/30/06	Audited 4/30/05	Audited 4/30/04	Audited 4/30/03	Audited 4/30/2002	TOTAL
Revenue	\$1,665,158	\$1,643,024	\$1,538,156	\$1,610,610	\$1,757,283	\$1,708,535	\$1,531,620	\$1,494,418	\$1,575,462	\$1,332,078	\$1,729,933.00	\$17,586,277
Expense	\$1,362,580	\$1,399,265	\$1,354,612	\$1,546,226	\$1,404,753	\$1,433,268	\$1,283,554	\$1,343,372	\$1,233,662	\$1,138,484	\$1,663,530.00	\$15,163,306
Profit/(Loss)	\$302,578	\$243,759	\$183,544	\$64,384	\$352,530	\$275,267	\$248,066	\$151,046	\$341,800	\$193,594	\$66,403.00	\$2,422,971

ECO GRANDE GOLF COUSE

Revenue	393648	408616	460615	484409								
Expense	458196	363666	454858	486546								
Profit/(Loss)	-64548	44950	0	5757	-2137	0	0	0	0	0	0	0

R-2011-065
4/6/11

**AMENDED AND RESTATED AGREEMENT
ECO GRANDE GOLF COURSE**

THIS AGREEMENT is made and entered into this 28th day of May, 2011, by and between the City of Hollywood, Florida (City) and Southern Golf Appraisals, Inc. (Southern Golf).

WITNESSETH:

WHEREAS, on July 17, 1991, the parties entered into an agreement for the Eco Grande Golf Course (the Golf Course), located at 1451 Taft Street, Hollywood, Florida and described on Exhibit "A" attached hereto, covering the period from October 1, 1991 to September 30, 1996 (the Original Agreement); and

WHEREAS, on September 18, 1996, the parties entered into an agreement for the period from October 1, 1996 to December 31, 1996;

WHEREAS, on December 18, 1996, the parties entered into an agreement for the period from January 1, 1997 to March 31, 1997;

WHEREAS, on April 1, 1997, the parties entered into an agreement for the period from April 1, 1997 to March 31, 2002;

WHEREAS, on April 1, 2002, the parties entered into an agreement for the period from April 1, 2002 and March 31, 2005;

WHEREAS, on or before March 31, 2005, the parties extended the term of said agreement from March 31, 2005 to May 31, 2005;

WHEREAS, on September 6, 2005, the parties entered into an agreement for the period from June 1, 2005 to May 31, 2007;

WHEREAS, on May 16, 2007, the parties entered into an Amended and Restated Agreement for the period from June 1, 2007 to May 31, 2009;

WHEREAS, on July 21, 2009, the parties entered into an Amended and Restated Agreement for the period from June 1, 2009 to May 31, 2011;

WHEREAS, the parties have agreed to extend the term of the agreement for an additional period of two (2) years on terms and conditions acceptable to the parties;

WHEREAS, Southern Golf's operation of the Golf Course as described above and as contemplated in this agreement maintains the use of the Golf Course for public purposes and has, in fact, served the public by improving the condition of the Golf Course and by increasing the use of the Golf Course by the public and City's revenues derived therefrom;

WHEREAS, Southern Golf's operation of the Golf Course also maintains the public purpose of the Golf Course as a buffer required by the United States Environmental Protection Agency between City's wastewater treatment plant and surrounding properties;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties agree as follows:

1. Property

City grants use and occupancy to Southern Golf of the golf course, and Southern Golf agrees to use and occupy, on the terms set forth herein, the Golf Course and improvements thereon, as referenced in the Original Agreement and all subsequent agreements, amendments and agreements thereto, remaining on the premises on the effective date of this Agreement.

2. Effective Date and Term

Except as provided in Section 19 of this agreement, this agreement will become effective as of June 1, 2011. Except for those provisions that naturally extend beyond the physical use and occupancy of the premises, this agreement will continue for the two (2) year period ending on May 31, 2013.

3. Annual Base Payment

In consideration of City's executing this agreement and granting Southern Golf the rights provided in this Agreement, Southern Golf shall make an annual base payment to City, at the address listed for City in Section 30 of this Agreement, in the total amount of \$25,000.00 for each year of the term of this Agreement. The annual base payment will be payable by Southern Golf to City in equal monthly installments in an amount equal to that year's annual base payment divided by twelve (12) months, commencing on June 1, 2011 and continuing monthly thereafter.

Not later than sixty (60) days after the end of each year of this Agreement, Southern Golf shall remit to City, as annual supplemental payment, an amount equal to ten percent (10%) of Southern Golf's annual gross revenues in excess of \$475,000.00 derived from the operation of the Golf Course or \$5,000.00, whichever amount is greater. For purposes of this paragraph, "gross revenues derived from the operation of the Golf Course" includes all revenues generated from all sources by Southern Golf at the Golf Course, including, without limitation, revenues received by Southern Golf from business interruptions insurance, if any, and any and all revenues and credits received by Southern Golf under this Agreement. Southern Golf shall keep accurate records of all of its revenues and make such records available to City for its inspection with respect to Southern Golf's obligation to make supplemental payments to City.

4. Golf Course Operation

Southern Golf shall use the premises solely for the purposes set forth in this Agreement. Southern Golf shall conduct the business of a golf course, which shall include ticket sales, reservations for play, starter and course play monitoring, a pro shop for retail sales of golfing supplies, apparel, rental and maintenance of electric carts, restaurant or restaurant-type service, golf tournaments, and all other facilities and services normally provided by a full service golf course operation. Southern Golf may, under its existing license, serve alcohol on the premises and may provide such other services on the premises which are consistent with the operation of a golf course. In the pro shop, Southern Golf shall stock and display a reasonable supply of golf equipment, supplies and apparel, which will be offered for sale to the public and particularly to the patrons of the Golf Course.

Southern Golf shall exercise reasonable care in the custody of all buildings and property of City placed in its hands in connection with this agreement and shall set up such rules and regulations as are necessary for the personnel under its direction to insure a minimum of wear, tear, breakage and depreciation of all City property. Any additional equipment or replacement equipment will be purchased at the sole expense of Southern Golf.

Southern Golf shall keep the facilities open daily during such hours as are required to serve public demand adequately and shall operate air conditioning and heating equipment, as needed, during business hours.

During the term of this Agreement, Southern Golf will be in full control of all grounds, buildings and facilities covered by this Agreement, both land and structure. However, City will have the right, at reasonable times and on reasonable notice, to make such changes and alterations, at City's expense, as may be determined by the City Manager to be in the best

interests of City, unless otherwise agreed to between the parties. City shall not unreasonably interfere with Southern Golf's operation in exercising rights under this paragraph.

Southern Golf shall provide, in a place to be designated by City, standard garbage receivers, shall place therein all refuse, and shall see that it is collected at least twice a week. Southern Golf shall pay any charges which may be made for the removal of garbage and refuse.

Southern Golf shall conduct all of its business activities on the premises in accordance with, and this agreement is made subject to, all the laws, ordinances, rules and regulations applicable to such business as set forth by the city, county, state, and federal government. Southern Golf shall be required to obtain and shall bear the cost of any and all permits or licenses that may be required in connection with its operation of the facilities, including, but not limited to, those permits and licenses required by the State of Florida, County of Broward and City. The premises, and buildings and improvements thereon, will be used only for proper, legitimate and lawful purposes as set forth herein. Southern Golf shall not use or cause to be used, or permit any person or party to use, the premises and buildings and improvements thereon, or any portion thereof, in contravention of the laws, ordinances or regulations of the United States, State of Florida, Broward County, City, or any other lawful authority having jurisdiction thereof.

The nature of this Agreement, to be successful in its purpose, will require the establishment of fixed lines of communication between the parties. The City Manager and his/her designee, the Director of Parks, Recreation and Cultural Arts, will have the right to review any and all rules and regulations that Southern Golf may make in regard to its operations pursuant to this Agreement.

5. Audits, Accountings and Records

Southern Golf must generate, maintain, and publish appropriately detailed accounting records for all aspects of the Golf Course. Said records should be of the type and detail sufficient to allow for an unqualified opinion by auditors. Detailed records of all revenue must be provided to the City on a monthly basis by the 15th of each month for the preceding month. Adjustments and corrections for any month should be immediately brought to the attention of the City on a timely basis. Failure to keep and provide detailed accounting records on a regular basis will be considered a material default by Southern Golf.

Not later than twenty (20) days after submittal to the State of Florida, Southern Golf shall provide City with a copy of each sales tax report filed by Southern Golf with the State. All cash register tapes and all other data supporting revenue collections from whatever source derived will be retained for inspection and verification by City and its duly authorized agents. Upon reasonable request by City, Southern Golf's complete books and records will be made available for inspection by City's representatives in order for City to determine accurately Southern Golf's gross revenues and expenses and any amounts that may be due to Southern Golf or City under this Agreement.

Southern Golf will be required to submit, on an annual basis, a complete set of financial statements of its operation at the Golf Course. These statements will be dated as of May 31 and will be audited on a cash basis by an independent certified public accountant. Each statement will have an unqualified opinion as to Gross Revenues and Operating Expenses, and will be submitted to City no later than September 1st of the year following the year covered by the statement. In addition, Southern Golf shall allow City to perform "agreed upon procedures audits" as deemed necessary by City, covering operational areas of the Golf Course.

6. Capital Improvements and Equipment

SGA shall spend \$5,000 per year for mutually agreed to capital expenditures. All capital expenditures must be pre-approved in writing by the City. Any capital expenditure not pre-approved, in writing, will not be accepted as counting toward the capital commitment. On March 1, 2012 and March 1, 2013 any funds remaining in the capital commitment for that year will be spent on purchasing replacement turf maintenance equipment for the then existing fleet. The replacement equipment will be mutually agreed to by the parties.

Southern Golf was obligated to spend certain amounts on capital improvements in the aggregate over prior agreements for the Golf Course. The parties agree that Southern Golf has met the obligations for capital contributions from prior agreements.

Not later than 30 days after Southern Golf pays an invoice for a capital improvement agreed to by the parties, Southern Golf shall provide to City, as available, proof of the cancelled check from a bank statement, as well as the original or a copy of the proposal, the purchase order, the invoice specifying the project, and the vendor's release of lien. Southern Golf shall also provide such documentation to City for all capital improvements made pursuant to prior agreements that have not been provided as of the commencement of the term of this Agreement.

At the termination of this agreement, whether premature or not, all improvements and alterations made to the Golf Course, clubhouse and other Golf Course related facilities and all equipment purchased and/or owned by Southern Golf, including any improvements made and equipment purchased under prior agreements, become or remain, as the case may be, the property of City, with no adjustment of any type or amount, although Southern Golf will have constructed and maintained same at its sole expense during the term of this agreement.

7. Structural Improvements and Fixtures

Southern Golf shall assume responsibility for the first Eight Hundred Dollars (\$800.00) of the cost of each necessary structural improvement and fixture to the Golf Course and buildings thereon. City shall assume responsibility for any amounts in excess of Eight Hundred Dollars (\$800.00) per necessary structural improvement or fixture.

In non-emergency situations, Southern Golf shall provide City with a written estimate of cost not later than two weeks prior to commencing any necessary structural improvement or fixture. In emergency situations, Southern Golf shall contact City prior to commencement of any necessary structural improvement or fixture but need not provide written notice. The final decision on who will construct or install the improvement or fixture will be made by City. If City fails to notify Southern Golf of its final decision within twenty-four (24) hours of receiving notice of the emergency situation, Southern Golf may construct or install the improvement or fixture.

8. Maintenance and Repair

Subject to Section 7 of this Agreement, it will be the sole responsibility of Southern Golf to maintain, at its expense, the Golf Course, including, but not limited to, landscaping, lighting, parking lots, driveways, walkways, buildings, air conditioners and irrigation system(s). Southern Golf shall also maintain, at its expense, all City-owned fenced-in swale areas, specifically excluding any and all chain-link perimeter fencing.

City shall maintain, at its expense, the line connected to the Wastewater Plant, including the repair of any breaks therein. City shall complete all such repairs within 24 hours of learning of the break. If City fails to complete any such repair within 24 hours of learning of the break, Southern Golf may do so. If Southern Golf completes a repair because of City's failure to do so, City shall pay to Southern Golf an amount equal to the cost of direct labor and materials incurred

by Southern Golf, plus an overhead cost of thirty percent (30%) of the direct cost. Except for the reasonable costs of repair, City will not be responsible for any loss of revenues or other damage suffered by Southern Golf because of a break in the line.

Southern Golf's obligation under this Section will include the upkeep of all fixtures, furnishings and equipment provided by City under this Agreement, in order to preserve it in an efficient, usable, working order for the purpose for which it is used and for its normal life expectancy. This obligation includes, but is not necessarily limited to, periodic servicing, repairs, replacement of parts after breakdown, such other functions as are necessary to preserve and conserve said fixtures, furnishings and equipment, and replacement of worn out, unrepairable or obsolete fixtures, furnishings and equipment. Replacement fixtures, furnishings and equipment will be the property of City and will remain with the property upon termination of this Agreement.

Southern Golf shall keep the entire premises, including the clubhouse and all its facilities, and the course grounds clean and sanitary at all times and shall furnish all equipment, services and materials necessary therefore, including trash receptacles of a type and number approved by the City for use by the public. All course greens, tees, fairways and cart path areas will be at a level of maintenance equal to that of competing courses. The latest USGA recommendations are to be used as a maintenance guide. Maintenance of landscaping and the golf course includes fertilization, watering, replanting, cutting, mowing, periodic trimming and removal of tree and shrub trimmings and sod, as necessary.

During the term of this agreement, Southern Golf will use its best efforts and cooperate in good faith with respect to accommodating and working with the City on any City project(s)

requiring use of a portion of the leased premises. If any such project(s) should interfere with Southern Golf's ability to operate the leased premises, or any portion thereof, for their intended purpose, the City shall fairly compensate Southern Golf, and the parties shall use their best efforts and cooperate in good faith to reach agreement on such compensation prior to the City's formally approving such project(s).

9. Advertising and Promotions

Southern Golf shall continue advertising in the telephone directory and may advertise by such other media as determined by its best design to attract business to the premises. Southern Golf shall endeavor to promote and stage golf tournaments and promote the sport of golf among patrons.

10. Reclaimed Water

Southern Golf shall purchase reclaimed water from City, when available, for irrigation purposes. The annual average daily flow (reserved capacity) for the Golf Course is 109,000 gallons per day. The cost for such water is estimated at \$.10 per 1000 gallons. The gallonage charge will be Southern Golf's only charge for reclaimed water.

In the event Southern Golf requests reclaimed water in excess of the reserved capacity for the Golf Course, City, upon consideration of other commitments and operational requirements, shall provide the excess reclaimed water free of charge, if available. Southern Golf will have no obligation to accept the reserved capacity of reclaimed water, but it shall be provided as set forth herein and Southern Golf shall pay the applicable charges regardless of whether or not it takes reclaimed water when available.

City recognizes that it is responsible to provide reclaimed water for irrigation purposes and that its failure to do so may result in damages to Southern Golf. City shall negotiate in good faith to provide compensation for any such damages. If City is unable, at any time during the term of this Agreement, to provide reclaimed water to Southern Golf, Southern Golf may use any backup irrigation system that may exist.

11. Termination of Agreement

At the commencement of this Agreement, the parties have agreed upon a starting baseline inventory of maintenance and pro shop/clubhouse items located on the premises. The inventory, including any photo inventory, is attached hereto as Exhibit "C."

Upon expiration or earlier termination of this agreement, Southern Golf shall leave behind all maintenance and pro shop/clubhouse inventory, and all such inventory will become the property of City. The inventory left for the City will be approximately equal to the inventory attached hereto.

All pieces of equipment and other items will function as they are intended to function as part of ending inventory. Southern Golf will pay for any repairs necessary to insure operational functions.

City's property will be left in as near the original condition as possible. Specific structural improvements made and landscaping added by Southern Golf under agreement with City will remain with City according to the provisions of said agreement.

If the City Commission or other governmental authority with jurisdiction determines that the premises or a substantial portion thereof can no longer be utilized as a golf course in order to protect the public health, safety and welfare, City may terminate this agreement upon sixty days' written notice to Southern Golf. Notwithstanding anything to the contrary contained in this

Agreement, upon any such termination, City shall cause Southern Golf to be compensated for such early termination. The amount of compensation will be determined by multiplying the amount of Southern Golf's actual expenditures for capital improvements and equipment pursuant to this agreement prior to the effective date of the termination by the number of complete months remaining in the term of this agreement and then dividing the result by twenty-four (24); provided, however, that in no event will the compensation due to Southern Golf for such early termination exceed the base rent for the full year of this agreement (June 1 - May 31) in which the termination is effective.

Southern Golf acknowledges that, in May 2002, City hired the United States Golf Association (the "USGA") to inspect the Golf Course and to issue a report (the "Report") on the conditions of the Golf Course. Subsequent to the issuance of the Report, Southern Golf brought the conditions of the Golf Course up to acceptable standards.

If, during the first year of the term of this Agreement, City determines that Southern Golf has failed to maintain the conditions of the Golf Course up to acceptable standards, City may provide Southern Golf with written notice affording Southern Golf one hundred twenty (120) days to improve conditions significantly. If Southern Golf fails to improve conditions significantly by the end of this one hundred twenty (120) day period, City may hire the USGA to conduct a re-inspection of the Golf Course and to issue a follow-up report to determine whether the conditions of the Golf Course meet standards that are acceptable for a municipal golf course. If the USGA determines that the conditions of the Golf Course do not meet such standards, City may, upon providing written notice to Southern Golf, terminate this agreement effective immediately.

If, during the second year of the term of this Agreement, City determines that Southern Golf has failed to maintain the conditions of the Golf Course up to acceptable standards, City may provide Southern Golf with written notice affording Southern Golf sixty (60) days to improve conditions significantly. If Southern Golf fails to improve conditions significantly by the end of this sixty (60) day period, City may hire the USGA to conduct a re-inspection of the Golf Course and to issue a follow-up report to determine whether the conditions of the Golf Course meet standards that are acceptable for a municipal golf course. If the USGA determines that the conditions of the Golf Course do not meet such standards, City may, upon providing written notice to Southern Golf, terminate this agreement effective immediately.

Notwithstanding the preceding paragraphs of this Section, City may not terminate this agreement if Southern Golf fails to bring the conditions of the Golf Course up to the Standards for reasons beyond Southern Golf's control. City will pay for all services rendered by the USGA for said inspection and re-inspection out of City's Golf Course Enterprise Fund.

City may repeat the process described in the preceding paragraph, commencing with the City's providing Southern Golf with thirty (30) days' notice, if City determines that Southern Golf has failed to maintain the conditions of the Golf Course to the Standards. However, City may not do so more often than once every six (6) months during the first year of the term of this agreement and once every four (4) months during the second year of the term of this Agreement. In the event City elects to repeat the process, all terms and conditions of the preceding paragraph will apply.

12. Nondiscrimination

Southern Golf shall keep the premises open to all persons, regardless of sex, race, religion, color, creed and national origin. Southern Golf shall employ persons on an equal

opportunity basis and shall not discriminate on the basis of sex, race, religion, color, creed or national origin.

13. Prohibitions

Southern Golf shall not subcontract the operation of the premises occupied by it or any part thereof (including, but not limited to, the golf course, clubhouse and other related facilities), or allow the same to be used or occupied by any other person or for any other use than that specified, nor assign this Agreement, without the prior written consent of the City Commission. Subject to City's approval of (a) the financial terms of any subcontract and (b) City's participation in the revenues generated by any subcontract, consent to subcontract will not be unreasonably withheld. Southern Golf shall not transfer, assign or in any manner convey any of the rights or privileges granted without said prior written consent of the City Commission. Neither this agreement nor the rights granted will be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. In the event of the insolvency or bankruptcy, either voluntary or involuntary, City may, at its option, terminate and cancel this Agreement, in which event all rights shall immediately cease and terminate and Southern Golf or its representative shall immediately deliver up possession to City. Southern Golf will remain responsible to City for all obligations to City for periods prior to termination. In addition, City will be entitled to recover from Southern Golf, its assignee or transferee, jointly and severally, all damages caused to City by an unauthorized assignment or transfer, including a reasonable attorney's fee which City may be required to incur in enforcing its rights.

Southern Golf shall not permit any intoxicated person or persons to remain upon the premises or allow profane or indecent language or improper, boisterous or loud conduct to take

place in or about the premises. Upon notice from City, Southern Golf shall correct such problems.

Southern Golf shall not in any manner encumber or cause to be encumbered the property, whether real or personal, of City or any property which is intended by this agreement to become the property of City upon termination of this Agreement.

Southern Golf shall not sell or renew any golf club membership the duration of which exceeds one (1) year in length.

Southern Golf shall not sell, exchange, transfer, assign, pledge, hypothecate or otherwise dispose of or encumber the common or preferred stock of Southern Golf without prior written approval of City. There will be no change in the controlling management of Southern Golf without prior written approval of City.

No boxes, barrels, supplies or rubbish, in any form, will be kept, piled or stored outside the building unless approved by City.

Southern Golf shall not rent, sell, lease or offer any space for storage of any article or articles whatsoever, with or upon the premises occupied by the operation, other than for its own equipment or for the rental to patrons of equipment, lockers and bulk storage of golf clubs and bags, without the prior written consent of City.

14. Indemnification

Southern Golf shall indemnify and save harmless City from and against all claims, suits, actions, damages and causes of action arising during the term of this agreement for any personal injury, loss of life or damage to property directly or indirectly based upon, caused by or arising out of the use of the premises for which this agreement is entered into, or for actions or inactions of its agents, employees, invitees and all other persons, from and against any orders, judgments

or decrees which may be entered pursuant thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim, suit or action and the investigation thereof. Nothing in this agreement will be deemed to affect City's sovereign immunity or its rights, privileges and immunities as set forth in Section 768.28, Florida Statutes.

To the extent permitted by law, City shall indemnify and hold harmless Southern Golf from and against all claims, suits, actions, damages and causes of action arising during the term of this agreement for any personal injury, loss of life or damage to property arising out of any occurrence in, upon, at or from the premises, for actions or inactions of its agents, employees, invitees and all other persons, from and against any orders, judgments or decrees which may be entered pursuant thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim, suit or action and investigation thereof.

15. Insurance

Southern Golf shall obtain, at its own expense, general liability insurance covering its areas of operation and the activities connected therewith, including products liability. Pursuant to this requirement, Southern Golf shall file with City, simultaneously upon execution of this Agreement, two (2) certificates of insurance, naming City as additional insured, which provide comprehensive general liability in the following amounts:

\$1,000,000	Bodily Injury
\$1,000,000	Personal Injury Liability
\$ 200,000	Property Damage Liability.

Any motor vehicles used in conjunction with the operation of the Golf Course and its facilities which require licensing will have automobile liability insurance, naming City as additional insured, with limits not less than:

\$1,000,000 Bodily Injury
\$ 200,000 Property Damage.

Southern Golf shall provide liquor liability insurance, naming City as additional insured, with limits not less than:

\$1,000,000 Bodily Injury
\$ 200,000 Property Damage

Southern Golf shall also provide, at its expense, a not-less-than \$1,000,000 umbrella liability insurance policy, naming City as additional insured, workers' compensation insurance for its employees in the statutory limits required by the State of Florida, and contents insurance upon all personal property at the premises in the amount of the full actual cash insurable value.

The certificates of insurance will contain a statement that the insurance will not be allowed to lapse or be canceled or materially altered without written notification to City at least thirty (30) days prior to the effective date of lapse or cancellation... Southern Golf shall furnish, at least thirty (30) days prior to the expiration date of any required insurance, an agreement or replacement certificate of insurance. Policies will be issued by companies authorized to do business in the State of Florida, will have adequate policyholders and financial ratings in the latest ratings of A.M. Best, and will be part of the Florida Insurance Guaranty Association Act. The insurance policy or policies will be submitted to City's risk manager for approval prior to the commencement of the term of this Agreement.

16. Entry by City

City, its authorized representatives, agents and employees will have the privilege to enter upon the premises at any and all reasonable times during the term of this agreement for the purpose of inspection to determine whether Southern Golf is complying with the terms and

conditions thereof or for any other purpose incidental to the rights of City. Such visits by City, its authorized representatives, agents and employees are not to hinder the normal operation of the facility. Reasonable written notice of inspections will be given to Southern Golf, and its representative will be present, except in emergency situations. Notice by facsimile will be sufficient.

17. Utilities

Southern Golf shall pay all charges, including required deposits, for gas, electricity, water, sewer and telephone service necessary to carry on its operations under this Agreement, and all accounts for such services will be in Southern Golf's name. City will have the same rights to discontinue water and sewer service to the leased premises that it has with respect to its regular water and sewer customers, and Southern Golf releases City, its officers, employees and agents from any and all claims that it may otherwise have by reason of such discontinuance by City; provided, however, that (a) City shall not discontinue water and sewer service while a good faith dispute exists regarding the amount owed by Southern Golf to City for water and sewer service, if Southern Golf promptly notifies City of the existence of said dispute, and (b) City's right to discontinue water service will apply to potable water and not to irrigation water.

18. Taxes

During the term hereof, Southern Golf will be responsible and liable to pay for any and all federal, state and local taxes, fees, assessments and charges levied as a result of use of the premises and activities covered by this Agreement; provided, however, that ad valorem taxes on real and personal property will be treated as set forth below.

If the premises and improvements thereon are ever determined to be subject to ad valorem taxation, the parties shall automatically re-negotiate this Agreement. During such re-

negotiations, this agreement will remain in full force and effect. If, after a reasonable period of re-negotiation, a dispute exists between the parties, either party may declare an impasse in writing to the other party. Upon such declaration, this agreement shall be terminated (except for those provisions that naturally extend beyond the physical use and occupancy of the premises), and the parties shall immediately commence efforts to effect a smooth but prompt vacation of the Golf Course by Southern Golf. In the event this agreement is terminated, each party shall pay 50% of the ad valorem tax due.

19. Letter of Credit

Southern Golf shall provide continuous security in the form of an irrevocable letter of credit in a form acceptable to City for the term of this Agreement. The purpose of this letter of credit is to provide a source of funds to help cover any damages to City upon the failure of Southern Golf to perform any of its obligations under the terms of this Agreement. The letter of credit will be in the amount of \$35,000.00. Demand by City under the letter of credit does not act as a waiver of any other rights or remedies which City may have. The letter of credit existing on May 31, 2011 shall be amended and extended to the conclusion of this agreement. Notice of the intent to issue the extension by the issuing bank will be given to the City no later than April 30, 2011.

20. Destruction or Damage by Casualty

If the premises are destroyed by storm, fire, lightning, earthquake, hurricane or other act of God or similar casualty, either party will have the option to terminate this agreement upon giving written notice to the other party not later than one hundred twenty (120) days after the premises are so destroyed. If this agreement is not terminated after destruction of the premises and the premises are rendered wholly or partially unfit for their intended use by such destruction,

the base payment shall be abated, for the period of such unfitness, in proportion to that portion of the premises rendered unfit.

Southern Golf shall assume responsibility for the first Ten Thousand Dollars (\$10,000.00) of the cost to repair, replace, fix or otherwise restore damage per casualty occurrence.

21. Court Costs and Attorney's Fees

In the event either party incurs court costs or attorney's fees in enforcing, or defending an attempt to enforce, this Agreement, the prevailing party will recover court costs and reasonable attorney's fees.

22. Default

Subject to the provisions on notice and cure, in the event Southern Golf fails to perform its non-monetary obligations under this Agreement, City will have the right to enter onto the premises and perform said work required by this agreement and charge for the cost to perform said work. The cost to perform said work will be the cost of direct labor and materials required, plus an overhead cost of thirty percent (30%) of the direct cost.

Upon the failure of Southern Golf to fulfill any of the obligations contained in this Agreement, City may declare Southern Golf in default and terminate this Agreement. The acceptance of all or part of a monthly consideration by City for any period or periods after a default in the faithful performance of any of the terms, covenants or conditions contained in this agreement shall not be deemed a waiver of any right existing in City to cancel this agreement account of such default. Any waiver by City of a default on the part of Southern Golf shall not be construed as or constitute a waiver of any subsequent default of the same or any other term.

covenant or condition herein contained to be kept and performed by Southern Golf. City will be entitled to recover all damages caused to City by a default.

Except as otherwise provided in the second paragraph of Section 11 hereof, in the event this agreement is breached, canceled or terminated other than by mutual agreement prior to its normal expiration date, City may apply bonds or letters of credit being held against outstanding obligations and as an offset against expenses incurred by City until a new operator is contracted with. City shall diligently pursue the obtaining of a new operator. Any remaining moneys will be returned to Southern Golf.

If Southern Golf abandons or vacates the premises before the end of the term of this Agreement, or suffers its required payments to be in arrears, City may, at its option, forthwith cancel this agreement or may enter the premises as the agent of Southern Golf, by legal process or otherwise, without being liable in any way therefor, allow a third party to operate the premises with or without any furniture that may be therein, as the agent of Southern Golf, at such price, upon such terms and for such duration of time as City may determine, and receive the payments from such third party, applying the same to the payments due by these presents, and if the full amount of such payments herein provided is not realized by City over and above the expenses to City in allowing such third party to operate the premises, Southern Golf shall pay any deficiency, and if more than the full payments are realized, City shall pay over to Southern Golf the excess.

City shall provide written notice to and allow Southern Golf thirty (30) days to cure or correct any obligation contained in this agreement prior to declaring Southern Golf in default as called for in this Agreement.

23. Contract Administrator

City hereby designates, the Director of Parks, Recreation and Cultural Arts or designee, as its contract administrator/representative for purposes of administering this agreement and Southern Golf's compliance with same and for communicating with Southern Golf's representative.

24. Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances, is held to a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and every other term and provision of this agreement will be deemed valid and enforceable to the maximum extent permitted by law.

25. Debt

Southern Golf shall not pledge City's credit or make it liable or a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or other form of indebtedness. Southern Golf represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

26. Contingent Fees

Southern Golf warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Southern Golf, to solicit to secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Southern Golf, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or

making of this Agreement. A violation of this section will constitute a material default by Southern Golf entitling City to its rights and remedies hereunder.

27. Personnel

Southern Golf represents that it has, or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel will not be employees of or have any contractual relationship with City, nor will such personnel be entitled to benefits of City, including, but not limited to, pension, health and workers' compensation.

All of the services required hereunder will be performed by Southern Golf or under its supervision, and all personnel engaged in performing the services will be fully qualified and, if required, authorized or permitted by law to perform such services. All services will be performed by skilled and competent, full-time, on-site management and operations personnel to the highest professional standards in the applicable field.

28. Surrender of License

Southern Golf shall surrender and assign any state liquor licenses or other licenses for sale of alcoholic beverages to City immediately upon expiration or earlier termination of the agreement.

29. Force Majeure

In the event that a party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor trouble, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war, hurricane or other similar or dissimilar reasons beyond such party's reasonable control (other than financial inability), such party's performance of such act shall be excused for the period of the delay caused thereby and the period, or date, for the performance of any such act shall be

extended for a period equivalent to the period of such delay. This paragraph will also apply in the event City delays, hinders, or prevents Southern Golf from performing any act required to be performed by Southern Golf under this Agreement.

30. Notice

All required notices shall be sent by certified mail, return receipt requested, or by facsimile followed by next day hand delivery, and if sent to City, shall be mailed to:

City Manager
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33020,

with a copy to the City Attorney at the same address, and if sent to Southern Golf, shall be mailed to:

David Lottes, Vice President
Southern Golf Appraisals, Inc.
1451 Taft Street
Hollywood, FL 33020,

with a copy to:

Alan B. Koslow, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312.

31. Entirety of Contractual Agreement

This Agreement, together with the exhibits hereto, which are hereby incorporated herein, sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties. In the event of any conflict or inconsistency between this agreement and the provisions in the incorporated exhibits, the terms of this agreement will supersede and prevail over the terms in the exhibits.

32. Time of the Essence

Time is of the essence of this Agreement.

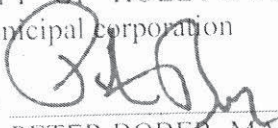
IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation


By


PETER BOBER, MAYOR

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Hollywood, Florida only.


JEFFREY P. SHEFFEL, CITY ATTORNEY

APPROVED:


MATTHEW LALLA
DIRECTOR OF FINANCIAL
SERVICES

AMENDED AND RESTATED AGREEMENT
ECO GRANDE GOLF COURSE

WITNESSES:
Florida

SOUTHERN GOLF APPRAISALS, INC., a
corporation



Linda Cole

By



DAVID LOTTES, VICE PRESIDENT

EC0 GRANDE GOLF COURSE

Beginning at a point marking the intersection of the centerline of Taft Street with the East line of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, township 51 South, range 42 East; thence, N 02°-45'-25" E along the East line of the W $\frac{1}{2}$, SE $\frac{1}{4}$, SE $\frac{1}{4}$, NE $\frac{1}{4}$ of Section 10, a distance of 640.32 feet to a point on the South Right-of-Way of Harding Street; thence, Easterly along the South Right-of-Way of Harding Street, a distance of 372.50 feet to a point of intersection with the East Right-of-Way of 14th Avenue; thence, northerly along the East Right-of-Way of 14th Avenue to an intersection with the South line of the NW $\frac{1}{4}$, NW $\frac{1}{4}$ of section 11-51-42; thence, easterly along the South line of the NW $\frac{1}{4}$, NW $\frac{1}{4}$ of section 11, a distance of 798.02 feet to a point marking the Northeast corner of the W $\frac{1}{2}$, W $\frac{1}{2}$, E $\frac{1}{2}$ of the SW $\frac{1}{4}$, NW $\frac{1}{4}$ of Section 11; thence, Southerly along the East Line of the W $\frac{1}{2}$, W $\frac{1}{2}$, E $\frac{1}{2}$ of the SW $\frac{1}{4}$, NW $\frac{1}{4}$ of Section 11, a distance of 341.99 feet to the Southeast corner of the W $\frac{1}{2}$, W $\frac{1}{2}$, E $\frac{1}{2}$ of the SW $\frac{1}{4}$, NW $\frac{1}{4}$ of section 11; thence, Easterly along the south line of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$ of section 11, a distance of 104.98 feet to the Northwest corner of property conveyed to Broward county by City of Hollywood Resolution R-93-299; thence, Southeasterly along the West line of said property, a distance of 518.31 feet to a point; thence, southerly still along the West line of said, property, a distance of 612.73 feet to a point on the North line of the SW $\frac{1}{4}$ of section 11; thence, westerly along the North line of the SW $\frac{1}{4}$ of section 11, a distance of 443.79 feet to the Northeast corner of the NW $\frac{1}{4}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ of section 11; thence, southerly along the west line of the E $\frac{1}{2}$, E $\frac{1}{2}$ of the NW $\frac{1}{4}$, SW $\frac{1}{4}$ of section 11, a distance of 1332.79 feet to the Southwest corner of the E $\frac{1}{2}$, E $\frac{1}{2}$ of the NW $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 11, said point also being on the centerline of Arthur Street, thence, Westerly along the centerline of Arthur Street, a distance of 994.16 feet to the Northwest corner of the SW $\frac{1}{4}$, SW $\frac{1}{4}$ of section 11; thence, Westerly along the centerline of Arthur Street, said line also being the North Line of the SE $\frac{1}{4}$, NE $\frac{1}{4}$ of section 10, a distance of 334.95 feet to an intersection with the East Line of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 10; thence, Northerly along the East line of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ of section 10, a distance of 664.84 feet to a point; thence, N 02°-45'-25" E along the East line of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ of section 10, a distance of 665.46 feet to the point and place of beginning.

Less the south 25 feet for Arthur Street and also less that portion along the Westerly line of said property dedicated for N. 14th Avenue by map recorded IN Right-of-Way Book 12, Page 32 of the Public Records of Broward County, Florida.

Also less the Waste Water Treatment Plant Parcel described as follows;

Beginning at the East, one-Quarter (1/4) corner of Section 10, Township 51 South, Range 42 East, Broward County, Florida; thence N 89°-55'-40" W along the 1/4 Section line and also the centerline of Taft Street, a distance of 8.0 feet to a point; thence N 02°-45'-25" E a distance of 363.50 feet to a point; thence, N 39°-14'-35" W a distance of 36.1 feet to a point; thence N 38°-45'-25" E a distance of 351.0 feet to a point; thence, N 02°-45'-25" E a distance of 133.8 feet to a point; thence, S 87°-14'-35" E a distance of 543.4 feet to a point; thence, S 67°-03'-20" E a distance of 102.52 feet to a point; thence, S 59°-10'-35" E a distance of 338.6 feet to a point; thence, S 32°-46'-35" E a distance of 86.0 feet to a point; thence, S 02°-45'-25" W a distance of 205.0 feet to a point; thence, N 87°-14'-35" W a distance of 315.0 feet to a point; thence, S 02°-45'-25" W a distance of 288.0 feet to a point; thence, S 89°-55'-40" W a distance of 192.0 feet to a point; thence, S 02°-45'-25" W a distance of 1020.0 feet to a point; thence, N 87°-14'-35" W a distance of 643.8 feet to a point; thence, N 02°-45'-25" E a distance of 980.0 feet to a point on the Easterly extension of the centerline of Taft Street; thence, N 89°-55'-40" W along said centerline of Taft Street, a distance of 12.0 feet to the point and place of beginning.

Also less the following described Parcel: Commence at the p

Commence at a point marking the N.E. Corner of the N.W. 1/4 of the N.E. 1/4 of the N.W. 1/4 of the S.W. 1/4 of Section 11, Township 51 South, Range 42 East; thence, S 89°-55'-40" W along the North Line of the S.W. 1/4 of Section 11-51-42, a distance of 333.6 feet to a point on the Boundary line of the Waste Water Treatment Plant and the point of Beginning; thence, N 02°-45'-25" E a Distance of 8.0 feet to a point; thence, N 89°-55'-40" E a distance of 153.0 feet to a point; thence, S 02°-45'-25" W a distance of 63.82 feet to a point; thence S 89°-55'-40" W a distance of 107.95 feet to a point; thence, S 02°-45'-25" W a distance of 22.0 feet to a point; thence, N 87°-14'-35" W a distance of 45.0 feet to a point on the Boundary line of the Waste Water Treatment Plant; thence, N 02°-45'-25" E a distance of 75.6 feet to the point and place of beginning.

ECO - SGA STARTING BASELINE INVENTORY

Quantity	Description
1	Salsco Greens Roller
1	Cushman Truckster
1	Cushman Classic
1	Tow Behind Top Dresser
1	Ford Tractor - 2910
1	Toro Groundsmaster
1	Stihl Hedge Trimmer
1	Patton 15 Gal. 12 Volt Poly Tank
1	Jacobsen Greensmower King IV Gas
1	Jacobsen Verticutter Greens King IV
2	Jacobsen Tee Mower
1	Jacobsen 72" Turf Cat
1	Smithco Bunker Rake
1	Jacobsen 5 Gang Rough Unit
1	EZGO Utility Vehicle
2	Toro Greens Aerator
1	Jacobsen LF100 Fairway Unit
1	Massey Ferguson Tractor
1	Beverage Caddy Express
1	Irrigation Motor
1	Craftsman Air Pump
1	Portable Air Tank
	Misc. Hand Tools
1	Time Clock
	Gas Cans
	Poly Sprayers
	Misc. Fertilizer / Chemicals / Sand / Seed
1	Blower
1	Stick Edger
2	Fire Extinguishers
1	03/04 Jacobsen 3800-D
1	Jacobsen GK-IV-G Plus 10 bld reels

EXHIBIT "C"

ECO - SGA STARTING BASELINE INVENTORY

Quantity	Description
1	Fax Machine
1	Flagsticks / Flags / Cups
10	Pull Carts
1	Cash Register
1	Computer / Printer
1	Grainger Water Cooler
1	Toshiba Large Screen TV
1	Small Screen Daewoo TV & Stand
1	TV Cabinet
1	Ice Machine - Manitowoc 150# (2/5/09)
1	Drink Cooler / Fogel SN - 2002010728
1	Coffee Maker - Bunn 108946
1	Compaq Computer Monitor
2	Filing Cabinets - 4 drawer
1	Filing Cabinets - 2 drawer
1	Safe with Combination
1	Scorecards -19 full boxes/Starter Tckts.
1	Misc. Shirts / Balls / Tees
1	Proprietary Phone Number
1	Misc. Tableware / Pots / Pans
10	Ball Washers and Receptacles
1	Misc. Divot Boxes
1	Misc. Office Supplies
1	Website and Domain Name

R-2011-066
4/6/11

**THIRD AMENDED AND RESTATED LEASE AGREEMENT
HOLLYWOOD BEACH GOLF AND COUNTRY CLUB**

THIS THIRD AMENDED AND RESTATED LEASE AGREEMENT ("Amended Lease Agreement", "Amended Lease" or "Lease") is made and entered into as of this 28th day of May, 2011 by and between the CITY OF HOLLYWOOD, a municipal corporation of the State of Florida (hereinafter "City") and SOUTHERN GOLF APPRAISALS INC., a Florida corporation whose principal office is located in Hollywood, Florida (hereinafter "Southern Golf" or the "Lessee"), whose Federal I.D. number is 59-2827332.

WHEREAS, the City is the owner of the Hollywood Beach Golf and Country Club, located at 1600 Johnson Street, Hollywood, Florida (the "Golf and Country Club"); and

WHEREAS, on June 2, 1995 the City awarded an interim contract for the turnkey operation of all facilities of the Golf and Country Club, including operation of the golf course, operation of the pro shop, electric carts, locker rooms, locker rentals, valet service, restaurant, bar, lounge, pool and motel facilities to Southern Golf, pursuant to an Interim Lease Agreement between the parties; and

WHEREAS, on April 1, 1996, the City and Southern Golf, as Lessee, entered into that certain Amended and Restated Lease Agreement pursuant to which Southern Golf continued the turnkey operation of the Golf and Country Club; and

WHEREAS, on April 18, 2001, the City and Southern Golf, as Lessee, entered into that certain Second Amended and Restated Lease Agreement (the "Prior Lease Agreement") pursuant to which Southern Golf continued the turnkey operation of the Golf and Country Club; and

WHEREAS, pursuant to Section 3.2 of the Prior Lease Agreement, the City Manager and his staff and Southern Golf have tentatively agreed to exercise the mutual option by negotiating this Amended Lease Agreement in the best interests of the City and Southern Golf; and

WHEREAS, the City Manager and his staff recommend acceptance of this negotiated Amended Lease Agreement, in the City's best interest, subject to City Commission approval:

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the mutual promises herein and other good and valuable considerations, the City and Lessee agree as follows:

1. Leased Property

Commencing on the Effective Date, City will continue to lease to Lessee and Lessee hereby will continue to lease from City on the terms and conditions set forth herein the real property described as follows:

- 1.1 That parcel of land commonly known as the Hollywood Beach Golf and Country Club and described with more specificity in Exhibit A, which is attached to this Agreement and made a part of this Lease for all purposes, along with all

buildings, fixtures and other improvements located on the real property ("leased premises");

1.2 Authorized Use of Leased Premises.

Lessee agrees it will use the leased premises in accordance with the terms and conditions of this Agreement for the operation of a public golf course and other activities customarily associated with the operation of a public golf course, including without limitation, sale or rental of golf-related merchandise at a golf professional's shop, furnishing of lessons by a golf professional, operation of a hotel/motel and golf school or camp and/or tennis facilities or driving range, if such facilities are constructed by Lessee on the leased premises, and sale of food and beverages, including liquor sales and catering.

Lessee shall not use the leased premises for any unlawful purpose and shall comply with all valid laws, rules and regulations applicable to the leased premises and the businesses conducted by Lessee on the leased premises, and Lessee shall at all times be in compliance with the terms and conditions of this Lease Agreement.

1.3 Cooperation with City for other uses desired by City.

During the term of this Amended Lease Agreement, Lessee will use its best efforts and cooperate in good faith with respect to accommodating and working with the City on any City project(s) requiring use of a portion of the leased premises. If any such project(s) should interfere with Lessee's ability to operate the leased premises, or any portion thereof, for their intended purpose, the City shall fairly compensate Lessee, and the parties shall use their best efforts and cooperate in good faith to reach agreement on such compensation prior to the City's formally approving such project(s).

2. Effective Date and Term

2 Lease Term

Except as provided in Section 6 of this agreement, and for those provisions that naturally extend beyond the physical use and occupancy of the premises, this Amended Lease Agreement shall become effective on May 1, 2011 (the "Effective Date") and shall continue for a two year and one month period ending on May 31, 2013

3. Lessor's Right to Enter Onto Leased Premises

During the term of this Amended Lease Agreement, Lessee shall be in full control of all grounds, buildings, facilities and capital improvements covered by the Agreement. However, the City, its authorized representatives, agents and employees shall have the

right to enter upon said premises at any and all reasonable times during the term of this Agreement for the purpose of inspection to determine whether Lessee is complying with the terms and conditions thereof, or for any other purpose incidental to the rights of the City. Such reasonable access to the premises by City, its authorized representatives, agents and employees is not to hinder the normal operation of said facilities. Reasonable notice of inspections shall be given to Lessee, and Lessee's representative shall be present except in emergency situations or in order for City to inspect any alleged or reported violations hereunder or any alleged violations of law.

4. Annual Rental

4.1 Annual Base Rental

In consideration of Lessor executing this Amended Lease and granting the Lessee's rights provided in this Amended Lease, Lessee will pay to City at the address listed for City in Section 30 of this Amended Lease an annual base rent in the total annual amount per year of One Hundred Fifty Thousand (\$150,000) Dollars, exclusive of applicable sales tax, if any. The annual rental shall be payable by Lessee to City in equal monthly installments in an amount equal to the annual base rent divided by twelve (12) months (\$12,500 per month), commencing on the Effective Date and continuing monthly thereafter. All amounts due and payable by Lessee to the City pursuant to this Subsection 4.1 constitute "base rent" under this Agreement.

4.2 Supplemental Rent

Lessee agrees to remit to the City, as additional annual Supplemental Rent, an amount equal to ten (10%) percent of Lessee's annual Gross Revenues derived from all sources generated from the leased premises, including but not limited to, golf, hotel, and food & beverage services, excluding sales tax, in excess of two million four hundred thousand dollars (\$2,400,000). Supplemental Rent will be calculated for each of the following periods: May 1, 2011 to May 31, 2012 and June 1, 2012 to May 31, 2013. Lessee will keep accurate records of all its revenues and sales and make such records available to City for its inspection with respect to Lessee's obligation to make supplemental lease payments to City. Not later than June 1, 2012 and June 1, 2013. Lessee will provide, on an annual basis, a complete set of financial statements of its operation at the leased premises. These statements for the period ending April 30, 2012 and 2013 will be dated as of May 1, 2012 and 2013 respectively and will be audited on a cash basis by an independent Certified Public Accountant. Each statement will have an unqualified opinion as to gross revenues and operational expenses. City reserves the right to require an independent audit on a cash basis, by an auditor selected by City, of Lessee's Gross Revenues and Expenses, the reasonable cost of which, not to exceed Ten Thousand (\$10,000) Dollars per year, shall be paid for by Lessee. In the event the cost of the audit exceeds Ten Thousand (\$10,000) Dollars, the

City shall pay the amount in excess of Ten Thousand (\$10,000) Dollars. In the event City requires any such audit, Lessee's Supplemental Rent payment, if any is owed for that year, will be adjusted after the audit is completed.

4.3 Total Rent

Lessee guarantees the payment of total rent of not less than Three Hundred Twelve Thousand Five Hundred (\$312,500) Dollars for the term of this Amended Lease Agreement. This total will not be adjusted for any rent credit given for closure of the course pursuant to Section 8.1.1 hereof but will be adjusted for any rent waiver for closure of the course pursuant to Section 8.1.1 and for any rent reduction or abatement granted pursuant to Section 12 hereof.

5. Lessee's Obligation to Maintain Records

Lessee must generate, maintain, and publish appropriately detailed accounting records for all aspects of the leased premises. Said records should be of the type and detail sufficient to allow for an unqualified opinion by auditors. Detailed records of all revenue must be provided to the City on a monthly basis by the 15th of each month for the preceding month. Adjustments and corrections for any month should be immediately brought to the attention of the City on a timely basis. Failure to keep and provide detailed accounting records on a regular basis will be considered a material default by Lessee. All financial records are to be made accessible to City staff, upon request, during operating business hours and at a location within the City of Hollywood.

6. Security for Rental Payments

Lessee's obligation to timely pay annual base rental payments shall be secured by Lessee through an irrevocable standby Letter of Credit for the City's account. An irrevocable Letter of Credit payable to the City in the amount of \$75,000 will be maintained from May 1, 2011 to April 30, 2012 and on May 1, 2012 the Letter of Credit will be extended past the May 31, 2013 expiration of this amended lease to June 30, 2013. No later than March 1, 2013, Lessee will pay the remaining balance of the base rent due for the balance of the agreement. (3 months x \$12,500 = \$37,500). This assumes Lessee is current as of March 1, 2013; otherwise, the full amount remaining is due and callable through the Letter of Credit. A Letter of Credit shall be obtained by Lessee, from a reputable financial institution on or before the Effective Date. Notice of the intent to issue the Letter of Credit by the issuing bank will be given to the City no later than March 31, 2011.

During the term of this Amended Lease Agreement, each month's base rent is payable monthly in advance commencing with the Effective Date.

Failure of Lessee to make any monthly base rental payment to City by no later than fifteen (15) days after the due date shall be considered a material breach of this Amended Lease Agreement and, subject to the notice and cure provisions of this Amended Lease,

shall trigger City's rights to draw under the Letter of Credit in order to cure any such breach in addition to the City's other remedies under this Amended Lease Agreement.

7. Taxes and Utilities

7.1 Applicable Taxes

During the term hereof, Lessee shall be responsible and liable to pay for any and all federal, state and local taxes (except for ad valorem taxes), fees, assessments and charges levied as a result of use of the premises and activities covered by this Amended Lease Agreement. City represents to Lessee that the leased premises and improvements thereon are currently exempt from ad valorem taxation and City will make good faith efforts to continue to maintain the tax exempt status on the leased premises during the term of this Amended Lease Agreement. Subject to Lessee's rights to appeal the applicability or legality of same, failure of Lessee to remit such taxes when notified by any federal, state or local authority that such are overdue shall constitute a material breach of this Amended Lease Agreement for which the City may exercise any remedy available to it by law or as provided herein.

If the premises and improvements thereon are ever determined to be subject to ad valorem taxation, the parties shall automatically re-negotiate this Agreement. During such re-negotiations, this agreement will remain in full force and effect. If, after a reasonable period of re-negotiation, a dispute exists between the parties, either party may declare an impasse in writing to the other party. Upon such declaration, this agreement shall be terminated (except for those provisions that naturally extend beyond the physical use and occupancy of the premises), and the parties shall immediately commence efforts to effect a smooth but prompt vacation of the Golf Course by Southern Golf. In the event this agreement is terminated, each party shall pay 50% of the ad valorem tax due." for the last two sentences of the last paragraph of the section.

7.2 Utilities

Lessee shall pay on a timely basis all charges for utilities, including electricity, gas, heating, cooling, telephone, water, sewer, gallonage charge on reuse water, and sanitation used by Lessee on the leased premises. In the event Lessee fails to make timely payment of such charges resulting in a lien being placed on the leased property, such event shall constitute a material default under this Lease, which shall trigger the City's rights and remedies hereunder. In addition, the City shall have the same rights to discontinue water service to the leased premises that it has with respect to its regular water and sewer customers, and Lessee waives and releases the City, its officers, employees and agents, from any and all claims for constructive, unlawful or improper eviction that it may otherwise have by reason of such discontinuance by the City; provided, however, that the City shall not discontinue water service while a good faith dispute exists regarding the

amount owed by Lessee to the City for water and sewer service, if Lessee promptly notifies the City of the existence of said dispute.

8. Capital Improvements

8.1 Capital Improvements To Be Made by Lessee

Lessee shall spend \$35,000 per year for mutually agreed to capital expenditures. All capital expenditures must be pre-approved in writing by the City. Any capital expenditures not pre-approved, in writing, will not be accepted as counting toward the capital commitment. On March 1, 2012 and March 1, 2013, any funds remaining in the capital commitment for that year will be spent on purchasing replacement turf maintenance equipment for the then existing fleet. The replacement equipment will be mutually agreed to by the parties.

Unless made on an emergency basis to prevent injury to person or property, Lessee will submit plans in a timely manner for any alteration or addition, , to the Director of the Department of Parks, Recreation and Cultural Arts or his or her designee for approval, provided that any denial can be appealed to the City Commission. Lessee shall not have the right to create or permit the creation of any lien attaching to City's interest in the leased premises as a result of any construction of capital improvements.

8.2 Capital Improvement Account Established By City For Hollywood Beach Golf and Country Club

City also acknowledges that as owner of the leased premises it is in its long term best interest to invest in certain of the necessary infrastructure improvements at the Golf and Country Club. Accordingly, during the term of this Amended Lease Agreement, as it did under the prior Lease with Lessee, City agrees to continue to set aside each year in an account established for such purpose, an amount equal to twenty five percent (25%) of the Annual Base Rent and Annual Supplemental Rent paid by Lessee to City, not to exceed Fifty Thousand (\$50,000.00) Dollars per year, which funds shall be allocated by the City Commission, from time to time, for future repairs and improvements to the structures and infrastructure located on the leased premises.

9. Maintenance and Repair

9.1 Lessee's Maintenance Obligations

Lessee assumes sole responsibility for maintenance and repair of all buildings and other improvements on the leased premises and all personal property acquired under this Lease, and Lessee will maintain the leased premises in good order and in sanitary and safe condition at Lessee's sole expense. Lessee agrees it will

maintain the leased premises in conformance with the maintenance standard specified herein.

Lessee shall conduct the business of a golf course, restaurant, lounge and motel operations, and maintenance shall include all regularly scheduled maintenance consistent with standards established by the USGA for golf course operations and accepted industry standards for other related operations.

Lessee agrees to exercise reasonable care in the custody of all buildings and property of the City placed in its control in connection with this Lease and to set up such rules and regulations as are necessary for personnel under the Lessee's direction to insure a minimum of wear, tear, breakage and depreciation of all property of City. Except as provided in Section ~~8-2~~ 8.1 hereof, any capital equipment or replacement equipment deemed necessary by City and Lessee shall be purchased at the expense of Lessee.

It shall be the obligation of Lessee to maintain at its expense all grounds, including landscaping, lighting, parking lot, driveways, walkways, City swale areas, buildings, fences, pool, air conditioners, and irrigation system. The City swale area will be picked up on a daily basis by Hollywood Beach staff.

Failure of Lessee to properly maintain the leased premises after written notice and an opportunity to cure shall constitute a material breach of this Lease, entitling City to its rights and remedies hereunder.

"Maintenance." as used in this Amended Lease Agreement, shall mean the upkeep of all fixtures, furnishings and equipment, in order to preserve it in an efficient, usable, working order for the purpose that it is used and for its normal usable life expectancy. Maintenance includes, but is not necessarily limited to, periodic servicing, repairs, replacement of parts after breakdown, and such other functions as are necessary to preserve and conserve said furnishings, fixtures and equipment. Maintenance also includes the replacement of worn out, nonrepairable or obsolete furnishings, fixtures or equipment. Maintenance also constitutes maintaining the leased premises in accordance with all applicable City, County and State Code requirements for health, welfare and safety of the public. All course and tree debris, clippings and other trash will be removed from the property in a timely manner.

Maintenance as used herein shall not include major repairs to buildings due to partial or total destruction of those premises herein, to the extent such repairs are not covered by Lessee's insurance.

Lessee hereby accepts the premises in the condition they are in at the beginning of this Amended Lease and agrees to maintain said premises in the same or better condition, order and repairs as they are at the commencement of this Amended Lease, excepting only reasonable wear and tear arising thereof under this

Agreement, and to make good to City immediately upon demand any damage to water apparatus or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee. In the event Lessee should neglect to maintain the leased premises. City shall have the right but not the obligation to cause repairs or corrections to be made, and any additional costs therefore shall be payable by Lessee to City as additional rent at the time the next month's rental installment becomes due.

Lessee shall at all times maintain the locker rooms, restaurant, lounge, kitchen and motel in a safe, clean and sanitary condition and shall comply with all applicable health and safety requirements for such facilities.

9.2 Structural Repairs, Improvements, Capital Equipment, and Personal Property

Lessee will assume responsibility for the first Five Hundred (\$500.00) Dollars for each necessary structural repair, improvement and fixture to the leased premises and buildings thereon. City agrees that it will assume responsibility for any amounts in excess of Five Hundred (\$500.00) Dollars per necessary structural repair, improvement and fixture. City acknowledges that Lessee has met its obligations under the Prior Lease Agreement with respect to the capital improvements that were made in the initial lease period thereunder. In addition, City acknowledges Lessee has invested the amount necessary to reasonably re-equip the motel, restaurant, kitchen and lounge.

Within thirty (30) days after the Effective Date, attached hereto and incorporated herein as Exhibit C will be a complete revised inventory list prepared by the City and Lessee of City's and Lessee's respective personal property and assets located on the leased premises. Upon expiration of this Amended Lease, Lessor shall retain ownership and possession of all equipment, property, and fixtures on the site.

10. Insurance Requirements

The Lessee shall, on or before the Effective Date, continue to maintain or obtain all insurance required under this section and furnish proof of such insurance to the Risk Manager of the City. To the extent the required certificates of insurance were provided to City under the Prior Lease Agreement, this provision is deemed satisfied for so long as said certificates are still in force and effect.

All insurance certificates shall contain a provision that coverage afforded under these policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate policyholders and financial ratings in the latest ratings of A.M. Best and be part of the Florida Insurance Guarantee Association Act.

Insurance shall be in force for the full life of this Amended Lease Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Amended Lease Agreement, the Lessee shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewal or replacement certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Lessee shall not continue to operate the facility pursuant to this Amended Lease Agreement unless all required insurance remains in full force and effect.

REQUIRED INSURANCE

1. Commercial General Liability to cover liability for bodily injury and property damage. Exposures to be covered are: Premises, operations, products/completed operations including restaurant liability and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:
 - A. Bodily Injury
 1. Each Occurrence \$ 1,000,000
 2. Annual Aggregate \$ 2,000,000
 - B. Property Damage
 1. Each Occurrence \$ 200,000
 2. Annual Aggregate \$ 2,000,000
 - C. Personal Injury
Annual Aggregate \$ 1,000,000
 - D. Products – Comp/Operations \$1,000,000
2. Comprehensive Automobile Liability for all vehicles used in the performance of this Contract owned, non-owned, and hired vehicles:
 - A. Combined, Single Limit \$ 1,000,000
3. Liquor Liability
 - A. Each Occurrence \$ 1,000,000
4. Umbrella Insurance to be with limits of not less than One Million (\$1,000,000.00) Dollars excess of the required insurance for Commercial General Liability Insurance, Liquor Liability Insurance and Comprehensive Automobile Liability Insurance above.

5. The City of Hollywood must be named as an additional insured for the Comprehensive Automobile Liability Insurance, Commercial General Liability Insurance, Liquor Liability Insurance and Umbrella Liability Insurance coverage.
6. Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees and in the case any work is sublet, the Lessee shall require any subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Lessee. The Lessee and its subcontractors shall maintain during the life of this policy Employer's Liability Insurance. The following must be maintained:

<ol style="list-style-type: none"> A. Workers' Compensation B. Employer's Liability 	<ol style="list-style-type: none"> Statutory \$100,000 Bodily Injury by Accident \$ 500,000 Bodily Injury by Policy \$ 100,000 Bodily Injury by Each Employee
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7. Business Interruption Insurance to be sufficient to cover a business interruption lasting three (3) months.
8. Personal Property Contents Insurance to cover all personal property and contents of the buildings located on the leased premises.

The City reserves the right to require any other insurance coverages it deems necessary depending upon the exposures.

11. Indemnification

Except as otherwise provided herein, the Lessee agrees to indemnify and hold harmless and defend the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by City from (a) any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or negligent act of Lessee, its agents, servants, employees or contractors in the performance of services under this Agreement (b) any breach of the Amended Lease Agreement, (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Lessee herein, (d) any claims, suits, actions, damages or causes of action arising during the term of this contract for any personal injury, loss of life or damage to property sustained by reason or as a result of performance of this Contract by the Lessee and the Lessee's agents, employees, contractors, invitees, and all other persons, and (e) any claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the presence of the Lessee and/or the Lessee agents, employees, Contractors, invitees, and all other persons on the property. These provisions shall survive the expiration or earlier termination of this Amended Lease Agreement. Nothing

in this Contact shall be construed to affect in any way the City's sovereign immunity and its rights, privileges, and immunities as set forth in Florida Statutes §768.28.

Except as otherwise provided herein, Lessee shall indemnify and save harmless the City from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the demised premises or the occupancy or use by Lessee of said premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees, licensees or concessionaires. Lessee shall store its property in and shall occupy the demised premises at its own risk, and release the City, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. City shall not be responsible or liable at any time for any loss or damage to Lessee's merchandise or equipment, fixtures or other personal property of Lessee or to Lessee's business. City shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any loss or damage to either the person or property of Lessee that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises.

To the extent permitted by law, City shall indemnify and save harmless Lessee from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the demised premises occasioned wholly or in part by City's or its employees', agents' or contractors' acts, omissions or negligence.

12. Damage and Restoration

If the leased premises, including the buildings and/or grounds thereof are damaged or destroyed by storm, fire, lightning, earthquake, hurricane or other similar casualty, the City shall, within a reasonable time but not longer than sixty (60) days after such damage or destruction, fund the City's portion and authorize Lessee, as set forth herein, to commence to repair, reconstruct, restore or replace (hereinafter "Restoration or Replacement") City's buildings and grounds thereof and Lessee shall prosecute the same diligently to completion within a reasonable amount of time. Lessee agrees to fund the costs of Restoration or Replacement up to a maximum of Twenty Thousand (\$20,000) Dollars and City agrees that it will contribute any proceeds from FEMA claims and insurance claims and the greater of Three Hundred Thousand (\$300,000) Dollars or the amount of money then remaining on deposit in the account established pursuant to Section 8.2 hereof, for the leased premises for any required Restoration or Replacement. In the event such funding from Lessee and City is insufficient to cure such casualty occurrence, then the City, acting through the City Commission, will have the option to fund such Restoration and Repairs from other legally available revenue sources. Thereafter, if the City and Lessee in good faith mutually determine that it is not financially feasible to repair or restore the damage, this Amended Lease Agreement will be terminated within thirty days (30) days of such determination. If this Amended Lease Agreement is not terminated, but the premises are rendered partially unusable by such damage or destruction, Lessee's rental obligation will be reduced or abated by the City

Commission for such period of time as approved by the City Commission, but for no longer than the restoration period. Any such abatement granted shall be reduced or offset by any insurance proceeds received by the Lessee.

It is understood by Lessee that the City has no obligation and Lessee has no right hereunder to seek any rental abatement from severe rainstorms or flooding problems that are not atypical to South Florida and to Hollywood in particular.

13. Lessee's General Obligations to Perform

Greens fees, cart fees, related charges, package rates, promotional rates, tournament rates and membership charges shall be set by Lessee and shall be set at levels competitive with other publicly owned and professionally managed courses in the South Florida area. Lessee shall maintain written rules and regulations concerning the use of the golf course, clubhouse and related facilities and City acknowledges that such written rules and regulations have been submitted to City's Contract Administrator. Amendments to such rules and regulations shall not be effective until approved by City's Contract Administrator, which approval will not be unreasonably withheld. Any and all stationery, score cards, signs identifying the premises subject to this Lease shall clearly identify said premises as the Hollywood Beach Golf and Country Club.

Lessee shall provide sufficient and competent employees to professionally and properly manage and operate said golf course, including a PGA or USGA certified golf pro on premises at all times and all related facilities, including maintenance, and shall be obligated to pay all salaries for such employees, including the withholding of payroll and social security taxes, as may be applicable.

Lessee shall be obligated to secure and pay for all Federal, State and local licenses and permits and pay all sales and excise taxes required for the operation of any food or beverage concession and equipment sale or rental.

Lessee shall at all times hereunder provide and maintain a fleet of at least 75 golf rental carts for use by golfers. Golf carts must be new or in "like new" condition.

Lessee agrees to conduct an advertising and promotion program, at its sole expense, in connection with promoting and increasing business at the leased facilities. Advertising shall include the continuance of telephone directory advertisements, tourist trade journals and advertising in such other media as determined by Lessee, which is in Lessee's judgment, the best designed to attract and promote additional business to the leased premises.

Lessee shall at all times hereunder stock and display a reasonable supply sufficient to satisfy demand of golf equipment, supplies and apparel, which shall be offered for sale to the public, and particularly to the patrons of the golf course, at competitive prices comparable with the prices charged for equipment, supplies, and apparel at other public golf courses in the area.

Lessee agrees to keep the premises and facilities open to all persons, regardless of sex, race, color, creed, or national origin.

The Lessee and Lessee's on site golf professional shall use their best efforts to promote and stage golf tournaments, golf camps and golf schools, all of which shall be open to the public, with the rates for same established by Lessee.

Lessee shall not permit any intoxicated person or persons to remain upon the premises or to allow profane, indecent language, or improper, boisterous, or loud conduct to take place in or about the premises. Upon notice from the City, Lessee shall promptly attempt to correct such problems.

The Lessee shall conduct the business of a restaurant, bar, lounge, and motel. All service charges, room rates, catering rates, package rates, etc. shall be set by Lessee and shall be competitive with those fees charged at other public golf courses in Broward County for similar services.

Except for events beyond Lessee's control, the Lessee shall be required to keep the golf course, locker rooms, lounge, pro shop, restaurant, motel and related facilities open to the public seven days a week during such hours as is required to adequately serve public demand, but at a minimum, the golf course, pro shop, locker rooms and lounge shall be open daily from sunrise to sunset.

The Lessee shall not rent, sell, lease or offer any space for storage of any article or articles whatsoever, with or upon the premises other than Lessee's own equipment, the rental of equipment, lockers, and bulk storage of golf clubs and bags, without the prior written consent of the City. Lessee understands that this Amended Lease Agreement does not allow Lessee to subcontract out or assign any of Lessee's responsibilities hereunder without the prior approval of the City Commission, which consent shall not be unreasonably withheld as it relates to subcontracting out for operation of the restaurant, lounge, bar and motel.

Upon reasonable written notice from City, Lessee shall make available to City, Lessee's monthly and annual gross revenue and expense reports from operations of the leased premises, and copies of any assignments or subcontracts (executed or proposed).

Lessee shall be solely responsible for and shall pay all applicable charges, including required deposits, for gas, electricity, water, sewer, irrigation and telephone service necessary to carry on its operation under this Amended Lease Agreement.

Lessee shall provide the City on a quarterly basis a list of the current fees, rates, and prices in effect at the leased premises.

14. Minority and Women Business Enterprise Participation

It is the desire of the City of Hollywood to increase the participation of Minority and Women Business Enterprises (M/WBE's) in its procurements. While the City does not have a preference or set aside program for M/WBE's in place, it is committed to a policy of equitable participation for these firms. Lessee acknowledges City's policy and will use its best efforts to assist City consistent with the City's policy and Lessee's sound business judgment.

15. Reclaimed Water Requirements

Lessee agrees to purchase reclaimed water from the City, when available, for irrigation purposes. The annual average daily flow reserved capacity for the Hollywood Beach Golf and Country Club Golf Course is 213,000 gallons per day. Cost for reclaimed water is estimated at \$.100 cents per 1000 gallons. This gallonage charge will be Lessee's only charge for reclaimed water. In the event Lessee requests reclaimed water flow in excess of the reserved capacity, City, upon consideration of other commitments and operational requirements, shall provide the excess reclaimed water flow free of charge, if available. Lessee shall have no obligation to accept the reserved capacity of reclaimed water, but it shall be provided as set forth herein and Lessee shall pay the applicable charges regardless of whether or not Lessee takes reclaimed water when available.

Lessee agrees to allow City to maintain on the Hollywood Beach Golf and Country Club Golf Course property, facilities including holding pond, reclaimed water meter station, or transmission system that the City may deem necessary to be maintained for the purpose of providing reclaimed water. Such facilities are a part of the City facilities to be operated and maintained by the City. City designed the reclaimed water system so that the existing well water system will continue to be available as a back-up system in emergency situations. Lessee hereby grants to City necessary access to these facilities for operation and maintenance purposes. Lessee agrees to maintain irrigation system downstream of the point of connection to City facilities to enable acceptance of the reclaimed water reserved capacity. Lessee agrees to abide by the requirements of parts I and III of Rule 62-610, Florida Administrative Code, as amended, pertaining to the land application of reclaimed water for irrigation purposes.

16. Termination for Abandonment or Default by Lessee or City: City and Lessee's Rights and Remedies

If Lessee shall abandon or vacate the premises before the end of the term of this Amended Lease Agreement, or shall suffer the rent to be in arrears, or is otherwise in material default of this Amended Lease Agreement, without curing said payment default within fifteen (15) days of written notice of such payment default or said non-monetary default is not cured within thirty (30) days written notice of such non-monetary default; the City may, at its option, forthwith exercise its rights and remedies hereunder, including applying the Lessee's Letter of Credit to cure such monetary defaults and/or termination of this Amended Lease Agreement. if sufficient funds are not available from such sources to cure Lessee's default(s); and in the event of any such termination by City, the City may enter said premises as the agent of Lessee, by legal process or otherwise, without being

liable in any way therefore and relet the premises with or without any furniture that may be therein, as the agent of Lessee, at such price and upon such terms and for such duration of time as the City may determine, and receive the rent therefore, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by City over and above the expenses to City in such reletting, the said Lessee shall pay any deficiency. Lessee agrees to pay the cost of collection, including the City's attorney's fee on any part of said rental that must be collected by suit or other legal action upon default by Lessee that Lessee does not cure, including any costs or fees incurred by City to recover possession of the leased premises. Notwithstanding the foregoing, any notice of default in the payment of rent may be worded so as to comply with the requirements of Florida Statutes, Section 83.20(2), and if so worded, shall serve as a notice under said statute; provided, however, that under no circumstance shall Lessee be given less than 15 days' notice in writing.

To the extent permitted by law, the non-prevailing party shall be responsible for all court costs and attorney's fees incurred by the prevailing party in any legal action brought to enforce this Amended Lease Agreement. The acceptance of all or part of a monthly consideration by City for any period or periods after a default in the faithful performance of any of the terms, covenants and conditions contained in this Amended Lease Agreement shall not be deemed a waiver of any right existing in City to cancel this Amended Lease Agreement on account of such default. Any waiver by City or Lessee of a default on the part of the other party shall not be construed as, or constitute a waiver of, any subsequent default of the same or any other term, covenant and condition herein contained to be kept and performed by either party.

In the event this Amended Lease Agreement is breached and uncured by Lessee and therefore terminated other than by mutual agreement prior to its normal expiration date, the City may apply any remaining funds from the Lessee's Letter of Credit being held by City against any outstanding rental obligations of Lessee. Lessee may seek to recover from City all of its capital contributions and supplemental capital contributions and its expenses and lost profits in the event Lessee terminates for cause or City improperly terminates this Amended Lease Agreement. Upon termination of this Lease for cause, the City will diligently pursue the obtaining of a new operator to take over operation of the leased facilities. As provided in Section 9.2, all improvements made by Lessee to the leased premises and all equipment purchased by Lessee shall become the property of the City with no liability to City based on termination for cause of this Amended Lease Agreement.

17. Removal of Lessee's Property (Upon Termination)

Upon early termination of this Amended Lease Agreement for cause, Lessee shall remove its equipment and furnishings which belong to Lessee and do not otherwise become the property of the City from the premises within thirty (30) days of the termination of this Amended Lease Agreement. However, Lessee's failure to remove its personal property within the period stated shall automatically be deemed an abandonment by Lessee of said equipment and shall become the property of City, or at the City's

option, removed and stored at Lessee's expense. Any capital improvements made by Lessee shall remain the City's property according to the provisions of this Amended Lease Agreement.

18. Successors and Assigns

The City and the Lessee each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Amended Lease Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all terms and conditions herein. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and the Lessee.

19. Applicable Law/Venue

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the parties' rights under this Agreement shall be held in Broward County Circuit Court. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

20. Discrimination

The Lessee warrants, represents and covenants that it does not and will not unlawfully discriminate in its hiring practices.

21. Enforcement Costs

Except as otherwise expressly provided herein, in any legal action or other proceeding brought for the enforcement of the parties' rights hereunder, to the extent permitted by law, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any relief to which such party or parties may be entitled.

22. Authority to Practice

The City and Lessee hereby represent and warrant to each other that they each have and will continue to maintain, during the term of this Amended Lease Agreement, all licenses, permits and approvals required in order to conduct business and carry out their respective obligations hereunder and that each of them will at all times conduct their respective business activities in a professional, lawful and reputable manner. Proof of

such licenses and approvals shall be submitted to Lessee's and City's representatives upon request.

23. Contract Administrator

The City hereby designates the City's Director of Parks, Recreation and Cultural Arts, and/or his designee, as the City's Contract Administrator/Representative for purposes of administering this Amended Lease Agreement and Lessee's compliance with same and for communicating with the Lessee's representative, David Lottes.

23. Severability

If any term or provision of this Amended Lease Agreement, or the application thereof to my persons or circumstances, shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amended Lease Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Amended Lease agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

25. Debt

The Lessee represents warrants and covenants that it will not and shall not pledge the City's credit or make it liable or a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Lessee further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

26. Contingent Fees

The Lessee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Lessee, to solicit to secure this Amended Lease Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Lessee, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this article shall constitute a material default by Lessee entitling City to its rights and remedies hereunder.

27. Personnel

The Lessee represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Amended Lease Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the Lessee or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted by law to perform such services. The Lessee represents, covenants and warrants that all services shall be performed by skilled and competent, full time on site management and operations personnel to the highest professional standards in the applicable field.

The Lessee hereby authorizes Dave Lottes or his authorized designee as Lessee's Representative hereunder and as the person in charge of Lessee's day to day operations of the leased premises.

Any changes or substitutions in the Lessee's representative(s) must be made known to the City's Administrator(s) and written approval must be granted by the City's Administrator(s) before said change or substitution can become effective.

28. Surrender of License

Lessee agrees to surrender and assign any state liquor licenses or other licenses for sale of alcoholic beverages to the City immediately upon termination for cause by City, pursuant to Section 16 hereof upon expiration or early termination of this Lease.

29. Entirety of Contractual Agreement

The City and the Lessee agree that this Amended Lease Agreement, together with the Exhibits hereto, which are hereby incorporated herein, sets forth the entire Amended Lease Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties. In the event of any conflict or inconsistency between this Amended Lease Agreement and the provisions in the incorporated Exhibits, the terms of this Amended Lease Agreement shall supersede and prevail over the terms in the Exhibits. Upon the Effective Date, this Amended Lease Agreement shall supersede the Prior Lease Agreement, which shall be deemed to have automatically expired.

30. Notice

All notices required in this Contract shall be sent by certified mail, return receipt requested, or by facsimile followed by next day hand delivery and if sent to the City shall be mailed to:

City Manager
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL, 33020,

with a copy to the City Attorney at the same address,

and if sent to the Lessee shall be sent by certified mail, return receipt requested, or by facsimile followed by next day hand delivery to:

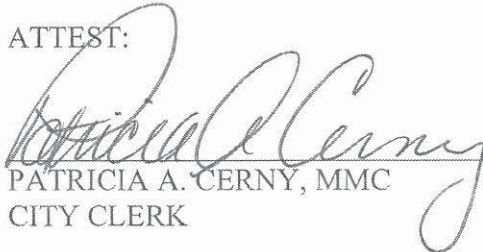
Southern Golf Appraisals, Inc.
Hollywood Beach Golf and Country Club
1600 Johnson Street
Hollywood, FL 33020

and copy to:

Alan B. Koslow, Esq.
Becker & Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312.


IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

CITY OF HOLLYWOOD, FLORIDA,
a Municipal Corporation of the State of Florida

BY:


PETER BOBER, MAYOR

APPROVED:


MATTHEW LALLA
DIRECTOR OF FINANCIAL
SERVICES

APPROVED AS TO FORM & LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA ONLY.


JEFFREY P. SHEFFEL
CITY ATTORNEY

THIRD AMENDED AND RESTATED LEASE AGREEMENT
HOLLYWOOD BEACH GOLF AND COUNTRY CLUB

LESSEE:
SOUTHERN GOLF APPRAISALS, INC.

BY: _____
SIGNATURE

TYPED NAME

BY: _____
BY ITS VICE PRESIDENT

TYPED NAME

AS TO LESSEE

Hollywood Beach Turf Equipment	10-Dec Hours	Year
Toro Greens Aerator		
Graden verticutter		1995
25 Gal. Elect. Spray tank	150	
20 Gal. Elect. Spray tank		
Massey Ferg 240 tractor		
Stihl stick edger	4006	
Stihl stick edger		
Stihl weed eater		
Stihl chain saw 14"		
Stihl chain saw 19"		
Jacobsen 5 gang 6 blade		
Jacobsen 5 gang 6 blade		1995
Pull groomer brush		1990
Terra topper top dresser		
Gandy walk fertilizer spr.		2000
Lesco walk fertilizer spr.		
Gandy drop spreader		
Ryan Trac aire fwy. Aerifier		
Aerway fairway aerifier		1995
Jacobsen GK IV		1995
Jacobsen GK IV	3968	
Jacobsen GK IV w/ groomers	6765	
Jacobsen GK IV	2598	
Jacobsen GK IV	6089	
Jacobsen GK IV verticutter	4293	
Jacobsen 135 Fwy. 5 reel	4880	
Jacobsen 3400 Fwy. 5 reel	1290	
Jacobsen Tri-King 1900	4468	
72" Jacobsen Turf cat	6000	
Smithco trap rake	2973	1995
Salsco turf roller w/ trailer	4000	1995
4 wheel Cushman		1995
4 wheel Cushman w/ spray tank	4000	
Bush Bandit tree chipper	3177	
Jac 4 wheel cart		1993
Turf Vac		
Toro Trap rake		1995-97
Ford 2910 tractor	5049	

Hollywood Beach Turf Equipment	10-Dec	
	Hours	Year
Ford 3910 tractor	7129	
Ford loader backhoe	4519	
Chevy 3500 2 ton truck		1977/ 1980's
Meter Matic topdresser	57300	
Meter Matic topdresser		1995
Power trim edger		1999

**LEGAL DESCRIPTION OF THE
HOLLYWOOD COUNTRY CLUB GOLF COURSE**

Block 95, less the North 55 feet, less the West 70 feet and less the South 20 feet thereof, "Town of Hollywood" as recorded in Plat Book 1, Page 21 of the Public Records of Broward County, Florida

and

that parcel of land called "Golf Course" shown on the plat of "Hollywood Lakes Section" as recorded in Plat Book 1, Page 32 of the Public Records of Broward County, Florida, less the South 20 feet, less the East 20 feet and less that portion lying within 55 feet of the North line of Section 14, Township 51 South, Range 42 East

less

beginning at a point marking the intersection of the westerly right-of-way of N. 14th Avenue with the northerly right-of-way of Polk Street, thence northerly along the West right-of-way of N. 14th Avenue, a distance of 78.8 feet; thence southwesterly a distance of 130.7 feet to a point on the northerly right-of-way of Polk Street; thence Easterly along the northerly right-of-way of Polk Street, a distance of 104.4 feet to the point of beginning.

A.K.A. John B. Kooser Memorial Park

Exhibit A



CITY of HOLLYWOOD, FLORIDA

Department of Parks, Recreation and Cultural Arts

1405 South 28th Avenue • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 921-3404 • Fax (954) 921-3572 • www.hollywoodfl.org

Chuck Ellis
Director

July 21, 2011

Dave Lottes, Vice President
Southern Golf Appraisals
1600 Johnson Street
Hollywood, FL 33020

Dear Dave:

A search of our records indicates there is no personal property or portable asset belonging to the City of Hollywood at the Hollywood Beach Golf and Country Club. It is therefore assumed that all personal property and portable assets on the leased premises are the property and responsibility of Southern Golf Appraisals, Inc.

This letter will satisfy the requirements of an inventory as outlined in Section 9.2 of the Agreement dated May 28, 2011

Please sign and date below to indicate your acceptance of this term.

Sincerely,


Jack Mathison
Assistant Director

Accepted:


Dave Lottes
Vice President, SGA


Date

C: Alan Fallik, Deputy City Attorney
Chuck Ellis, Director
David Vazquez, Assistant Parks and Athletics Manager

EXHIBIT "C"

Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect.
We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.



"An Equal Opportunity and Service Provider Agency"

RESOLUTION NO. R-2013-120

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXTEND THE EXISTING AMENDED AND RESTATED LEASE AGREEMENT FOR THE CONTINUED OPERATION OF HOLLYWOOD BEACH GOLF AND COUNTRY CLUB BETWEEN THE CITY OF HOLLYWOOD AND SOUTHERN GOLF APPRAISALS, INC. (SGA) FOR A TWO (2) YEAR PERIOD WITH AN OPTION TO RENEW FOR A ONE (1) YEAR PERIOD UNDER THE SAME TERMS AND CONDITIONS.

WHEREAS, the City of Hollywood, Florida owns the Hollywood Beach Golf and Country Club located at 1650 Johnson Street; and

WHEREAS, Southern Golf Appraisals, Inc. (SGA) has leased the Hollywood Beach Golf and Country Club since 1995; and

WHEREAS, the Department of Parks, Recreation and Cultural Arts commissioned a needs assessment for Hollywood Beach Golf and Country Club and Eco Grande Golf Course by the National Golf Foundation; and

WHEREAS, it is the intention of the Department of Parks, Recreation and Cultural Arts Department to go out to bid for Hollywood Beach Golf and Country Club but not prior to a Commission Workshop where the City's golf system and its' future role within the City will be discussed; and

WHEREAS, the existing amended and restated lease agreement between the City and SGA expires on May 31, 2013, and the parties have determined that the current agreement should be extended for a two (2) year period with an option to renew for an additional one (1) year period at the sole discretion and option of the City; and

WHEREAS, the extension of this agreement will provide time to facilitate the Commission Golf Workshop, produce a solicitation based on the outcome of the Commission Golf Workshop, and execute a future agreement in a timely manner;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD APPROVING AND AUTHORIZING AN EXTENSION OF THE MAY 28, 2013 AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY AND SOUTHERN GOLF APPRAISALS, INC. FOR THE CONTINUED OPERATION OF THE HOLLYWOOD BEACH GOLF AND COUNTRY CLUB.

Section 1: That it hereby approves and authorizes an extension of the May 28, 2011 Amended and Restated Agreement under the same terms and conditions for a two (2) year with an optional one (1) year at the sole discretion of the City between Southern Golf Appraisals, Inc. and the City of Hollywood, as may subsequently be agreed to by the City Manager and approved as to form and legality by the City Attorney.

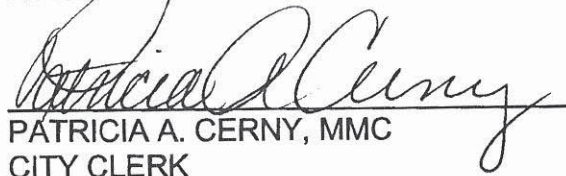
Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 15 day of May, 2013.



PETER BOBER, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.



JEFFREY P. SHEFFEL
CITY ATTORNEY

RFP-4442-15-IS
GOLF COURSE MANAGEMENT

PRE-PROPOSAL MEETING

TUESDAY, DECEMBER 18, 2014 @ 10:00 a.m.

CITY OF HOLLYWOOD

1650 JOHNSON ST., HOLLYWOOD, FLORIDA 33020

<u>NAME</u>	<u>COMPANY NAME</u>	<u>PHONE/FAX/EMAIL</u>
Monty Peters	Down To Earth Golf	352-801-1839 Monty@DownToEarthInc.com
RON STEPANEN	SPIRIT GOLF	561-714-7183 RON@SPIRITGOLF.NET
BAYNE CAILLAVET	DAVEY GOLF	352-308-5127 bayne.caillavet@davey.com
Jerry Moore	Pope Golf	941-444-6600 x700 jmoore@popegolf.net
Jim McGinnis	Southern Golf Apparatus	904-838-8927
Randy Weber	Greenway Golf	(305) 720-7112 brachgolf@aol.com
Andrew Dailidonis	Hampton Golf	904-564-9129
Mark Norman	Executive VP Hampton Golf	904-594-8587
Gary Rito	Vantage Hospitality	954-575-2668
Sam Maguire		

PRE-PROPOSAL MEETING

CITY OF HOLLYWOOD

NAME _____

COMPANY NAME

PHONE/FAX/EMAIL

MIKE STEVENS	BILLY CASPER GOLF	704.626.9263 mstevens@billycaspergolf.com
Randy Werber	Greenway Golf	beachgolftpro@comcast.net Patrick@greenwaygolf.com
PATRICK O'KEE	GREENWAY GOLF	831-224-3562 patrick@greenwaygolf.com
Tony CIANCI	Billy Casper Golf	301.520.7560 tcianci@billycaspergolf.com
Gene Garrote	Integrity Golf	321-689-8437 ggarrote@integritygolf.com
William R. LONDOS	GREENWAY	Bille@GREENWAYGOLF.COM