

EXHIBIT A

FIRST AMENDMENT TO BENNETT VALLEY MUNICIPAL GOLF COURSE MANAGEMENT AND OPERATIONS AGREEMENT NUMBER F000780

This First Amendment to Agreement No. F000780 dated July 9, 2014 (“Original Agreement”) by and between the City of Santa Rosa, a municipal corporation (“CITY”) and Bennett Valley Golf Shop, Inc., a California corporation (“CONTRACTOR”) is effective as of the 1st day of July, 2017.

RECITALS

- A. CITY and CONTRACTOR entered into the Original Agreement for CONTRACTOR to manage, operate, supervise and maintain Bennett Valley Golf Course on behalf of the CITY.
- B. CITY and CONTRACTOR now desire to amend the Original Agreement for the purpose of revising ARTICLE III - REVENUE/FEES, to modify and add revenue definitions and add provisions for the collection, reporting and remittance of capital improvement fees.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Original Agreement as follows:

Article III of the Original Agreement is amended and replaced in its entirety to read as follows:

“ARTICLE III – REVENUE/FEES

3.1 Revenue.

- A. CONTRACTOR has the right to retain 82% of Operating Revenue, as defined in Section 3.2, until such time during any single year of the Term or any single year of any extension thereof that the cumulative Operating Revenue exceeds \$1.9 million, at which time CONTRACTOR shall have the right to retain 70% of Operating Revenue until the particular year has ended. At the beginning of every subsequent year of the Term or subsequent year of any extension thereof, the percentage shall revert to 82% until cumulative Operating Revenue exceeds \$1.9 million at which time CONTRACTOR shall have the right to retain 70% of Operating Revenue until the particular year has ended.
- B. CONTRACTOR shall remit 18% of Operating Revenue to CITY as provided in Section 3.3, until such time during any single Term year or single extension year that the cumulative Operating Revenue exceeds \$1.9 million, at which time CONTRACTOR shall remit 30% of Operating Revenue to CITY until the particular

year has ended. At the beginning of every subsequent Term year and subsequent extension year, CITY's percentage shall revert to 18% until cumulative Operating Revenue exceeds \$1.9 million at which time CITY's percentage shall be 30%.

- C. CONTRACTOR has the right to retain 100% of Professional Revenue, as defined in Section 3.2.
- D. CONTRACTOR shall remit 100% of Capital Improvement Revenue, as defined in Section 3.2 and provided in Section 3.3, to CITY.

3.2 Definitions: Operating Revenue, Capital Improvement Revenue, Professional Revenue, Gross Revenue, Exceptions.

- A. "Operating Revenue" shall mean gross receipts from the operation and use of all or any portion of the Golf Course, whether for cash or credit, including without limitation from greens fees, driving range fees, golf cart rental fees, equipment rental fees, receipts from player rewards cards, league greens fees, receipts from tournaments and special events pertaining to greens, driving range, cart and equipment rentals, receipts from vending machines, receipts from foot golf and similar activities, and proceeds of any business interruption insurance.
- B. Operating Revenue does not include capital improvement fees which are fees charged to golf participants on a per round and pass basis that are collected by CONTRACTOR on behalf of CITY for the purpose of funding capital infrastructure projects and capital equipment. "Capital Improvement Revenue" shall mean gross receipts from capital improvement fees, whether for cash or credit.
- C. Operating Revenue does not include "Professional Revenue," which shall mean gross receipts from golf instruction, lessons, pro shop merchandise sales, or any income or interest derived from cash, securities or other property acquired and held for investment by CONTRACTOR.
- D. "Gross Revenue" shall mean the combined gross receipts from Operating Revenue, Professional Revenue, and Capital Improvement Revenue.
- E. Sales upon credit and any other sale, with respect to which payment is not immediately received by CONTRACTOR, shall accrue in the period in which the goods or services to which such sales relate are provided.

3.3 Reporting and Remitting Operating Revenue, Capital Improvement Revenue, Professional Revenue, City Percentages.

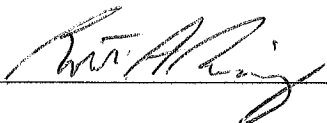
CONTRACTOR shall submit monthly payments to CITY in an amount equal to CITY'S percentage of Operating Revenue and 100% of Capital Improvement Revenue indicated on or before the fifteenth (15th) day of each calendar month in arrears. Payment shall be made by CONTRACTOR on or before the twentieth (20th) day of the calendar month immediately following any month in which this Agreement is terminated. Each payment shall be accompanied by supporting point of sale reports that document Operating Revenue, Capital Improvement Revenue, Professional Revenue, and a statement showing the percentage calculations."

All other terms of the Original Agreement shall remain in full force and effect.

Executed this _____ day of _____, 2017.

BENNETT VALLEY GOLF SHOP, INC.

CITY OF SANTA ROSA

By:  _____

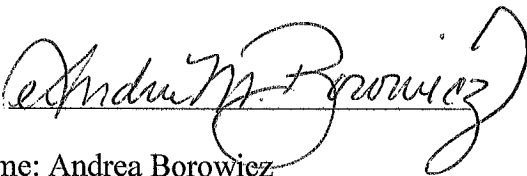
By: _____

Name: Robert Borowicz

Title: Mayor

Title: President/Owner

ATTEST _____
City Clerk

By:  _____

Name: Andrea Borowicz

Title: Secretary/Owner

APPROVED AS TO FORM



Assistant City Attorney