

**AMENDMENT OF THE
GOLF COURSE OPERATING AGREEMENT**

This Amendment of the Golf Course Operating Agreement (this “Amendment”) is made as of this ____ day of _____, 2013, by and between the City of Overland Park, Kansas, a municipal corporation, hereinafter referred to as the “City,” and MGMCO, Inc. an S-Corporation, hereinafter referred to as the “Operator.”

RECITALS

WHEREAS, the City and the Operator entered into a Golf Course Operating Agreement dated October 31, 2011, and effective as of November 1, 2011 (the “Operating Agreement”) in order to engage the Operator to manage and operate the City’s two municipal golf courses (collectively, the “Golf Courses”) known as the Sykes/Lady Golf Course, located at 12501 Quivira Road, which includes a nine hole addition known as Westlinks, 12700 127th Street, and St. Andrews Golf Club, 11099 W. 135th Street, in Overland Park, Kansas; and

WHEREAS, the Operating Term of the Operating Agreement is set to expire at 11:59 p.m. on December 31, 2013 (pursuant to Section 4.1 and as defined in Section 1); and

WHEREAS, Section 4.2 of the Operating Agreement provides the City the right to extend the Operating Term of the Operating Agreement for one additional one-year period commencing at the end of the Operating Term and ending one year from the end of the Operating Term; and

WHEREAS, pursuant to said Section 4.2, the City desires to extend the Operating Term of the Operating Agreement to 11:59 p.m. on December 31, 2014; and

WHEREAS, Operator also desires to extend the Operating Agreement and hereby agrees to continue its management and operation of the Golf Courses through the extended period under the provisions of the Operating Agreement, as hereby amended; and

WHEREAS, both parties wish to amend Sections 7.2, 7.6.1 and 7.7.1 of the Operating Agreement in order to modify the Operator’s Compensation provisions with respect to the 2014 operations.

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of all is hereby recognized, the parties agree as follows:

1. Pursuant to Section 4.2 of the Operating Agreement, the Operating Term of the Operating Agreement is hereby extended to 11:59 p.m. on December 31, 2014.
2. The provisions of Section 7.2 of the Operating Agreement are hereby amended to read as follows:

7.2 Fixed Fee. The City shall pay the Operator an annual Fixed Fee, which shall consist of the Operator's management fee of \$2,000 per month during the Operating Years, and respective extensions, if any, plus the base salary of the General Manager as the sole owner and stockholder of the Operator. The annual Fixed Fee shall be as follows: \$4,000 for the Operating Year commencing November 1, 2011, \$114,000 for the Operating Year commencing January 1, 2012, \$116,700 for the Operating Year commencing January 1, 2013, and \$119,030 for the Operating Year commencing January 1, 2014. The Fixed Fee will be payable monthly as an operating expense, and the Operator shall be entitled to pay itself the management fee and to pay the base salary of the General Manager from the Facilities Operating Account.

3. The provisions of Section 7.6.1 of the Operating Agreement are hereby amended to read as follows:

7.6.1 *Determination of Senior Executive Personnel Additional Benefit Pool*. The Senior Executive Personnel Additional Benefit Pool shall accrue in an Operating Year and shall be payable in the following Operating Year. The Operator shall be paid an amount not to exceed \$46,295 for the Operating Year beginning on January 1, 2012, an amount not to exceed \$48,610 for the Operating Year beginning on January 1, 2013, and an amount not to exceed \$41,000 for the Operating Year beginning on January 1, 2014, as the then applicable Senior Executive Personnel Additional Benefit Pool.

4. The provisions of Section 7.7.1 of the Operating Agreement are hereby amended to read as follows:

7.7.1 *Determination of Senior Executive Personnel Golf Lesson Pool*. Senior Executive Personnel members who give golf lessons shall be entitled to receive additional compensation from the Operator for golf lessons taught. Such compensation shall generally be calculated as a percentage of the lesson fee amount, with the percentage to be determined depending on the experience and certification level of the Senior Executive Personnel member, all as provided in the Operations Manual. The Operator shall be paid an amount not to exceed \$59,900 for the Operating Year beginning on January 1, 2012, an amount not to exceed \$62,895 for the Operating Year beginning on January 1, 2013, and an amount not to exceed \$64,153 for the Operating Year beginning on January 1, 2014, as the then applicable Senior Executive Personnel Golf Lesson Pool.

5. Except as set forth in Sections 1 through 4 of this Amendment, the provisions of the Operating Agreement remain in full force and effect and are hereby ratified, approved, confirmed and incorporated herein. If and to the extent there shall be any inconsistency between the terms of the Operating Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties set their hands on the day and year first above shown.

CITY OF OVERLAND PARK

MGMCO, INC.

By: _____
Carl Gerlach, Mayor

By: _____
Curtis M. Nelson, President

ATTEST:

Marian Cook, City Clerk

APPROVED AS TO FORM:

Stephen B. Horner, Senior Assistant City Attorney

ACCEPTANCE:

The General Manager hereby accepts the responsibilities assigned to the General Manager under this Amendment.

Curtis M. Nelson, General Manager

CORPORATE ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ___ day of _____, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Curtis M. Nelson, President of MGMCO, Inc. a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Appointment Expires:

Notary Public