

## FIRST AMENDMENT TO LEASE AND OPERATING AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND OPERATING AGREEMENT ("this Amendment") is hereby made and entered into as of the \_\_\_\_ day of July, 2018, by and between **FLIGHTLINE GOLF LLC**, a Florida limited liability company ("Lessee"), and **CITY OF PENSACOLA**, a Florida municipal corporation ("City") in its capacity as owner and operator of **PENSACOLA INTERNATIONAL AIRPORT** ("the Airport"). City and Lessee may, from time to time, be referred to in this Amendment individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, City is the owner and operator of the Airport (as hereinafter defined); and

WHEREAS, City, as lessor, and Summit Golf, Inc., as lessee, entered into a certain "Lease and Operating Agreement between City of Pensacola and Summit Golf, Inc. at the Pensacola International Airport" dated the \_\_\_ day of \_\_\_\_\_, 2016 (the "Lease");

WHEREAS, effective as of the date of this Amendment, Summit Golf, Inc. assigned to Lessee all of its right, title, interest and leasehold estate in, to and under the Lease, and Lessee assumed the obligations of the lessee under the Lease;

WHEREAS, City and Lessee desire to amend the Lease as hereinafter provided;

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

(1) Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) Leased Premises. Exhibit "C" to the Lease is hereby deleted in its entirety, and Exhibit "C" attached to this Amendment is hereby substituted in lieu thereof.

(3) Grant of Use. Article II of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

“Article II. GRANT OF USE.

City hereby grants to Lessee the right to use the Leased Premises to operate a public golf driving range and practice facility, and uses incidental thereto, including a range shop (with incidental sales of beer and wine (subject to Lessee’s compliance with all applicable ordinances, statutes, rules and regulations pertaining thereto), non-alcoholic beverages, snacks and merchandise), a chipping and putting green, open outdoor tee boxes, covered outdoor tee boxes, indoor instruction bays, and offices. Lessee shall not use, or permit others to use, the Leased Premises for any use or purpose other than as expressly permitted by the preceding sentence.”

(4) Term. Article III of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

“Article III. TERM.

The term of this Lease (the “Term”) shall commence at 12:01 a.m. on May 1, 2016 (the “Commencement Date”) and shall terminate at midnight on August 31, 2028, subject to earlier termination pursuant to the terms and conditions of this Lease”

(5) Rentals, Fees and Charges. The following paragraph is hereby added to Article IV of the Lease:

“During the following time periods, Lessee shall pay to City the indicated sums as rental for the Leased Premises:

<u>Time Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
05/01/2021-04/30/2022	\$19,731.60	\$1,644.30
05/01/2022-04/30/2023	\$20,027.57	\$1,668.96
05/01/2023-04/30/2024	\$20,327.99	\$1,694.00

05/01/2024-04/30/2025	\$20,632.91	\$1,719.41
05/01/2025-04/30/2026	\$20,942.40	\$1,745.20
05/01/2026-04/30/2027	\$21,256.54	\$1,771.38
05/01/2027-04/30/2028	\$21,575.39	\$1,797.95
05/01/2028-08/31/2028		\$1,824.92"

(6) Improvements. Article V of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

“ARTICLE V. IMPROVEMENTS.”

A. General Requirements.

Lessee shall not construct, remove, demolish, alter, remodel, or renovate any building, structure, pavement or other improvements on the Leased Premises without the prior written approval of City, which approval may be given or withheld in City’s reasonable discretion.

In the event that Lessee desires to alter, remodel or renovate any improvements on the Leased Premises, or to construct, remove, or demolish any improvements on the Leased Premises, it shall submit to the Airport Director plans and specifications for such work prepared by Florida-registered architects and engineers setting forth the work that Lessee desires to implement in sufficient detail as may be required by the Airport Director in order for City to determine whether or not the proposed work is in the best interest of the Airport and conforms to the requirements of this Lease. For purposes of this submittal and approval to the Airport Director, “sufficient detail” means up to but not exceeding the detail required by the City’s Building Department, Airport Director shall review the plans and specifications, and provide approval or denial on a timely basis, but no later than twenty (20) days following receipt of submission and request by Lessee. Provided Lessee is given a reasonable cost estimate in advance of the City incurring out of pocket expenses related to its review of Lessee’s request, Lessee shall reimburse City upon

demand for its out of pocket expenses incurred by City to review and act upon Lessee's request, which expenses may include without limitation the fees and expenses of architects, engineers, attorneys and other professionals. Furthermore, only upon City providing Lessee with a reasonable cost estimate of its actual out of pocket expenses it anticipates arising from such review shall the Lessee notify the City of its decision to move forward with the relevant request.

Lessee shall not initiate any such work until City, through both the Airport Director and the Building Inspections Department (or other City departments as may be applicable to the proposed work), has given written approval of Lessee's plans, specifications and construction time schedule. City, by giving its approval, assumes no liability or responsibility therefor or for any defects in such plans and specifications or for any defects in any work performed according to such plans and specifications. Further, City's approval of the plans and specifications pursuant to this Article V shall not relieve Lessee from its obligation to comply with all applicable permitting requirements, codes and ordinances adopted or enforced by City.

Prior to the initiation of any such work, Lessee shall procure any and all additional approvals of the plans and specifications for such work required by any federal, State of Florida, water management district, county or municipal authorities, agencies, officers, and departments having jurisdiction thereof, and shall obtain any and all requisite building and construction licenses, permits, and approvals. Lessee shall be solely responsible for obtaining and paying the costs of obtaining all required licenses, permits and approvals for such work.

City may, as a condition of its approval under this Article V, require Lessee to post payment and performance bonds or other security acceptable to City in its sole discretion as a conditions precedent to the commencement of any construction, removal, demolition, replacement, renovation or remodeling of any improvements on the Leased Premises.

Promptly upon receipt of City's written approval of said plans, specifications, and construction time schedule, Lessee shall proceed with construction of said improvements. Work shall not be performed at times other than shown on a construction time schedule approved in writing by the Airport Director.

Lessee shall insure that all construction shall be performed by appropriately licensed contractors and shall comply with applicable building code requirements and with applicable regulations promulgated by any federal, State of Florida, water management district, county, or municipal agency or department having jurisdiction thereof. Further, all work and improvements shall be performed and constructed in a good and workmanlike manner with high quality, new materials.

Lessee specifically agrees that it shall release, indemnify, defend, and hold City harmless from and against any and all claims, causes of action and liabilities, whether actual or potential, associated with any construction undertaken by Lessee.

The cost of all such renovations, construction, alterations, or improvements upon the Leased Premises shall be borne and paid for solely by Lessee.

Upon completion of all renovations, construction, alterations, or improvements, a conformed set of "as built" plans and specifications, certified by the appropriate design professional(s) and a Certificate of Occupancy, if required, shall be provided by Lessee to the Airport Director.

Lessee shall be responsible for assuring that all of the improvements, alterations and additions to the Leased Premises are constructed in accordance with applicable local, state and federal law. Lessee shall reimburse City for all costs and expenses, including attorney's fees, that City incurs:

1. as a result of the fact that the improvements, or alterations do not comply with local, federal law;
2. in defending against, settling or satisfying any claims that City is responsible for paying for improvements commissioned by Lessee hereunder; or
3. in defending against, settling or satisfying any mechanic's lien claims, asserted as a result of unpaid for improvements commissioned by Lessee hereunder.

Should Lessee construct improvements, alterations, or additions without fulfilling its obligations hereunder, Lessee shall remove said improvements, alterations, or additions if so directed by City, and shall do so at its own expense and within the time limits specified.

City shall, at any period during construction of Lessee's improvements, alterations, or additions, have the right to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the improvements, alterations, or additions, for conformance with the applicable standards set forth in this Lease, provided that no such inspections shall be deemed to constitute consent to or approval of any such work.

Promptly upon completion of any improvements, alterations, or additions, Lessee shall submit to City a detailed, certified statement from Lessee, together with such additional certifications from the construction contractor(s), architect(s), and engineer(s) as City may request, specifying the total construction costs, both hard costs such as building contractor and material costs, and soft costs such as architect fees and other design costs, financing costs, bond costs, and letter of credit fees, but excluding debt service (collectively, the "Direct Costs").

No person or entity performing or providing labor, work, services or materials to or upon the Leased Premises by, through or at the request of Lessee shall be entitled to claim or assert any lien against the Leased Premises or any portion thereof. Lessee shall not suffer or permit any mechanics' or other liens to be filed against the fee of the Leased Premises, or against Lessee's leasehold interest in the Land, Facilities, buildings, or improvements thereon, by reason of any work, labor, services or materials supplied or claimed to have been supplied, to Lessee or to anyone holding the Leased Premises, or any part thereof, through or under Lessee.

If any such construction lien shall be recorded against the Leased Premises or any portion thereof, Lessee shall immediately cause the same to be removed or bonded against in accordance with applicable law.

B. Lessee's Obligation to Construct Improvements.

Lessee, at Lessee's sole cost and expense, intends to construct the following improvements, alterations and additions to the Leased Premises:

- (1) Replace, or renovate and refurbish to like-new condition, the interior and exterior of the existing range shop building on the Leased Premises;
- (2) Construct a state-of-the art indoor instruction bay with room for at least two hitting stations, to be used for supervised instruction, clinics and other special events;
- (3) Construct not less than ten (10) covered (but no sides) outdoor hitting bays; and
- (4) Construct new putting green with safety netting (if needed).

The improvements required by clauses (1) through (4) of this paragraph B shall be similar in concept to the examples attached hereto as Exhibit "D".

The Direct Costs of the foregoing improvements shall be not less than \$350,000.00. Lessee agrees to complete the improvements required by clauses (1) through (3) of this paragraph B no later than April 30, 2019, subject to Unavoidable Delays. Lessee agrees to install and complete the improvements required by clause (4) of this paragraph B during the summer of 2019 or, if conditions are not suitable for completion during the summer of 2019, during the summer of 2020, subject to Unavoidable Delays. For purposes herein, "Unavoidable Delays", shall mean any delay due to strikes, acts of God, fire, earthquake, floods, explosion, actions of the elements, other accidents or casualty, declared or undeclared war, terrorist acts, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, lockouts, tenant delays, actions of labor unions, condemnation, court orders, laws, rules, regulations or orders of Governmental Authorities, or other cause beyond the reasonable control

of Borrower; provided, however, "Unavoidable Delays" shall not include delays caused by Borrower's lack of or inability to procure monies to fulfill Borrower's commitments and obligations under this Amendment. If completion of improvements is unattainable because of Unavoidable Delays, Lessee agrees to work diligently towards its completion as soon as practicable.

For the avoidance of doubt, Lessee shall comply with all requirements of paragraph A above.

C. Optional Improvements by Lessee.

During the Term, Lessee, at its sole option and expense, may replace all or any part of the protective netting along the perimeters of the driving range and the associated poles; provided, however, that any increase in the height of such poles and netting above the currently existing height shall require the prior written approval of the Airport Director in his or her sole reasonable discretion and, in the Airport Director's sole reasonable discretion, the prior review of the Federal Aviation Administration ("FAA"). Any obstruction evaluation / airspace study or other investigation or study required by the Airport Director or the FAA as a condition of his or her approval shall be conducted by duly licensed professionals at the sole cost and expense of Lessee; provided, however, Lessee shall be given a written cost estimate for the cost of all services Airport Director requires for review and approval, prior to any cost being incurred so that Lessee may determine if it intends to continue with its request. The intent of this provision is to allow Lessee to retract any proposed improvement if the costs and expenses for such request and approval are going to outweigh the benefit of the netting and associated poles.

Lessee may install outdoor LED lighting on the driving range, provided that any change in lighting locations or directions are subject to the same approvals of Airport Director as the netting.

For the avoidance of doubt, Lessee shall comply with all requirements of paragraph A above.



D. Runway Protection Zone.

Notwithstanding any contrary provision in this lease, Lessee shall not construct any improvements, nor allow any present or future improvements to remain, in the Runway Protection Zone, as it now exists or may hereafter be extended or modified. If any present or future improvements constructed with City and Airport consent and approval are within the Runway Protection Zone, City, at its sole cost and expense, shall remove such improvements from that area then situated within the Runway Protection Zone, or, if City fails to remove such improvements within sixty (60) days after written demand from Lessee, reimburse Lessee for the cost of Lessee to remove such improvements from that area then situated within the Runway Protection Zone. City and Airport shall inform Lessee in writing as soon as practicable after they learn of any extensions or modifications to the Runway Protection Zone if it reasonably appears evident that the Runway Protection Zone is or will include current or planned improvements of Lessee. Furthermore, if the removal of any improvements is required by City or Airport due to such improvements being situated within the Runway Protection Zone, and such removal materially interferes with or affects Lessee's use of the Leased Premises, such determination to be in Lessee's sole reasonable discretion, then Lessee shall have the right to terminate this Lease within ninety (90) days after the actual date of such removal, and be relieved of all obligations hereunder."

(7) Maintenance, Repairs, Utilities and Cleanliness. The following sentence is hereby added to Article VI of the Lease: "During the Term, Lessee shall maintain the protective netting along the perimeters of the driving range in good condition and repair."

(8) Insurance. The following paragraphs are hereby added to Article XI of the Lease:

"Lessee and City understand and agree that the minimum limits of insurance herein required by this Article may become inadequate during the term of this Lease. Lessee agrees that it will increase such coverage to commercially reasonable levels required by City within ninety (90) days following the receipt of written notice from the Airport Director."

"During the Term, if Lessee is selling Beer or Wine, Lessee shall maintain liquor liability insurance in a commercially reasonable amount."

(9) Hold Harmless. The "HOLD HARMLESS" paragraph in Article XI, found on page 8 of the Lease, is hereby deleted in its entirety and the following inserted in lieu thereof:

"HOLD HARMLESS: Lessee, for itself and its successors and assigns, shall, and does hereby covenant and agree to, FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS City and its elected officials, employees, officers, directors, volunteers, and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, arbitration awards, regulatory actions, administrative actions, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury, death, environmental remediation and damage, and property damage, made upon or suffered or incurred by City directly or indirectly arising out of, resulting from, or related to any breach or default by Lessee under this Lease or the activities, acts or omissions of Lessee, its successors or assigns under this Lease, or arising or occurring in, on, under or about the Leased Premises, including, but not limited to, any acts or omissions of Lessee, its successors or assigns, including any of its or their respective agents, officers, directors, representatives, employees, consultants, contractors or subcontractors, and their respective officers, agents, employees, directors, and representatives. The indemnity provided for in this Section shall not apply to any liability resulting from negligence of City, its officers, or employees in instances where such negligence causes personal injury, death, or property damage.

Lessee shall fully and forever release, hold harmless, defend, and indemnify City from all such costs, including, but not limited to, legal fees and expert fees arising from or as a result of Lessee's use of the Premises, even though a jury may find Lessee and City jointly liable; provided however, if City and Lessee are found to be jointly liable in any context or controversy, then each party shall be responsible for its own legal fees and expert fees. City shall, upon notice thereof, transmit to Lessee every

demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein.

Nothing in this section shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against City. This section shall in no way be construed as a waiver, in whole or in part, of City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

(10) Default and Remedies. Section B of Article XII of the Lease is hereby deleted in its entirety and the following inserted in lieu thereof:

"B. If Lessee defaults, City may at any time thereafter, with or without notice or demand (except as expressly specified in Section A above or elsewhere in this Lease), and without limiting City in the exercise of any right or remedy that City may have by reason of such default:

- (1) Terminate Lessee's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Leased Premises to City. In such event City shall be entitled to recover from Lessee all damages incurred by City by reason of Lessee's default, including but not limited to the cost of recovering possession of the Leased Premises; expenses of re-letting, including necessary repairs of the Leased Premises required because of Lessee's breach of its maintenance and repair obligations under this Lease, reasonable attorney's fees and any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of (i) the amount of unpaid rent and other unpaid amounts under this Lease which had been earned at the time of termination, (ii) the unpaid rent and other amounts under this Lease which would have been earned after termination until the time of award, and (iii) the amount of unpaid rent and other amounts under this Lease for the balance of the Term of this Lease. The worth at the time of award of the sums referred to in clauses (i) and (ii) above shall be computed by allowing interest from the due date at the greater of six percent (6%) per annum or the legal rate applicable to money judgments entered by the courts of the State of Florida. The worth at the time of award of the

amount referred to in clause (iii) above shall be computed by discounting such amount at a reasonable discount rate based upon all relevant circumstances existing at the time of the award.

- (2) Without terminating this Lease, enter and repossess the Leased Premises, remove Lessee's property and signs therefrom, and re-let the same for such rent and upon such terms as shall be satisfactory to City without such re-entry and repossession working a forfeiture of the rent and other amounts to be paid and the covenants to be performed by Lessee during the remaining Term. For the purpose of such re-letting, City shall be entitled to make any repairs to the Leased Premises that may be necessary because of Lessee's breach of its maintenance and repair obligations under this Lease, and City shall be entitled to recover from Lessee the cost of such repairs; the expenses of such re-letting; and the difference in value between the rent and other amounts which would be payable by Lessee hereunder for the remainder of the Term and the value of the rent and other amounts to be realized from such re-letting.
- (3) Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Leased Premises. In such event, City shall be entitled to enforce all of City's rights and remedies under this Lease, including the right to recover rent and other amounts as they becomes due hereunder.
- (4) Pursue any other remedy now or hereafter available to City at law or in equity under the laws or judicial decisions of the State of Florida."

(11) Lessee's Address for Notices. Lessee's address set forth in Article XIX is hereby deleted and the following is inserted in lieu thereof:

"All notices to Lessee shall be mailed to:

Flightline Golf LLC  
Attn: Randall Wells  
3112 Brittany Terrace  
Pensacola, Florida 32504"

(12) Public Records. Article XXIII is hereby deleted in its entirety and the following inserted in lieu thereof:

**"ARTICLE XXIII. PUBLIC RECORDS.**

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created, sent or received by City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Lessee shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Lessee. Notwithstanding any contrary provision in this Lease, any failure by Lessee to comply with the Florida Public Records Law, if and to the extent that it is applicable to Lessee, that continues for seven (7) days after written notice from City shall constitute an Event of Default by Lessee.

**IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF CITY ATTORNEY, 222 WEST MAIN STREET, PENSACOLA, FLORIDA 32502; PUBLICRECORDS@CITYOFPENSACOLA.COM; (850) 435-1715."**

(13) The following Articles are hereby added to the Lease:

**"ARTICLE XXXV. SUBORDINATION AND RIGHT OF RECAPTURE.**

(a) This Lease shall be subordinate to City's existing and future obligations and agreements with or to the federal government. Should the effect of such agreement with the United States be the taking of a material portion of the Leased Premises, or a substantial alteration or destruction of the commercial value of the leasehold interest granted herein, City shall not be held liable therefor but, in such event, Lessee, as its sole and exclusive remedy, may cancel this Lease upon thirty (30) days' written notice to City. Notwithstanding the foregoing, City agrees that, in the

event it becomes aware of any such proposed or pending agreement or taking, City shall endeavor in good faith to give reasonable notice thereof to Lessee and make reasonable efforts to minimize the adverse consequences to Lessee.

(b) This Lease shall be subject and subordinate to the provisions of City's Airport Revenue Bond Resolution Number 59-88 (as amended and supplemented) as it is today and as it may be amended from time to time in the future.

(c) City shall have the right to recapture any or all of the Leased Premises to the extent that such recapture is necessary for City's development, improvement, or maintenance of the Airport's runways and taxiways, for protection or enhancement of flight operations, or for other development in compliance with any current or future Airport Master Plan. In the event of any such recapture, Lessee and City shall execute an amendment to this Lease deleting the recaptured area from the Leased Premises and reflecting a corresponding adjustment to the Rent. If the taking of the recaptured area materially interferes with or affect Lessee's use of the Leased Premises, such determination to be in Lessee's sole reasonable discretion, then Lessee shall have the right to terminate this Lease within ninety (90) days after the actual date of recapture, and be relieved of all obligations hereunder.

#### ARTICLE XXXVI. AUTHORITY OF AIRPORT DIRECTOR.

The Charter of the City of Pensacola provides that the Mayor shall serve as City's Chief Executive Officer. Upon approval by the City Council of this Amendment, the Mayor shall be authorized and obligated to perform, discharge and enforce all of the obligations, rights and responsibilities of City which are created by, referenced or expressly or implicitly contained in the Lease as hereby amended. The Mayor may, in his or her discretion, enforce and perform the rights and obligations of City through such designees as he or she may select and identify, and until such notice to the contrary has been provided, the Mayor hereby designates the Airport Director as his designee, unless otherwise required by law.

ARTICLE XXXVII. LEASED PREMISES ACCEPTED AS IS.

LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT CITY LEASES THE LEASED PREMISES TO LESSEE, AND LESSEE ACCEPTS THE LEASED PREMISES FROM CITY, "AS IS, WHERE IS AND WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY BY CITY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF ANY KIND WHATSOEVER, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE. LESSEE ACKNOWLEDGES THAT CITY HAS MADE NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SUITABILITY OF THE LEASED PREMISES OR ANY PORTION THEREOF FOR ANY PARTICULAR USE OR PURPOSE (INCLUDING WITHOUT LIMITATION THE AUTHORIZED, PERMITTED AND REQUIRED USES SET FORTH IN THIS LEASE) AND THAT CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES OR ANY PORTION THEREOF EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CITY SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE LEASED PREMISES OR ANY PART THEREOF, AND CITY SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY LESSEE OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE LEASED PREMISES OR ANY PART THEREOF. FURTHER, CITY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE CONDITION OF THE LEASED PREMISES AND ALL PORTIONS THEREOF, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, HABITABILITY OR TENANTABILITY.

(14) Ratification. The Lease, as hereby amended, is hereby ratified and affirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

**CITY OF PENSACOLA**

**FLIGHTLINE GOLF LLC**

a Florida municipal corporation

a Florida limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Ashton J. Hayward, III - Mayor

James R. Wells, its Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Signed by City and Company in the presence of:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved As To Content:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Daniel E. Flynn, Airport Director

Approved As To Form

By: \_\_\_\_\_  
Lysia Bowling, City Attorney





**NORTHWEST FLORIDA**  
**ENGINEERING & SURVEYING, INC.**  
 A PROFESSIONAL SERVICE ORGANIZATION



Exhibit A-1 of 2

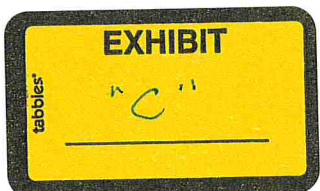
PROJECT NO.: 10-7797-96  
 PREPARED FOR: CITY OF PENSACOLA/SUMMITGOLF, INC.  
 DATE: NOVEMBER 8, 1996

DESCRIPTION OF SUMMITGOLF, INC.: (AS PREPARED BY NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.)

BEGIN AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 'B', PICKFORD SUBDIVISION, AS RECORDED IN PLAT BOOK 12 AT PAGE 69 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 77 DEGREES 36 MINUTES 20 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE AFORESAID PICKFORD SUBDIVISION A DISTANCE OF 194.99 FEET; THENCE GO SOUTH 28 DEGREES 05 MINUTES 46 SECONDS EAST A DISTANCE OF 682.34 FEET; THENCE GO SOUTH 50 DEGREES 15 MINUTES 18 SECONDS WEST A DISTANCE OF 302.39 FEET; THENCE GO NORTH 28 DEGREES 23 MINUTES 35 SECONDS WEST A DISTANCE OF 657.13 FEET; THENCE GO NORTH 53 DEGREES 07 MINUTES 04 SECONDS WEST A DISTANCE OF 130.01 FEET; THENCE GO NORTH 12 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 655.30 FEET; THENCE GO SOUTH 74 DEGREES 05 MINUTES 31 SECONDS EAST FOR A DISTANCE 100.34 FEET TO THE WESTERLY LINE OF THE AFORESAID PICKFORD SUBDIVISION; THENCE GO SOUTH 12 DEGREES 31 MINUTES 39 SECONDS WEST ALONG THE AFORESAID LINE OF THE AFORESAID PICKFORD SUBDIVISION A DISTANCE OF 442.90 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 1, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 6.738 ACRES.

AND ALSO:

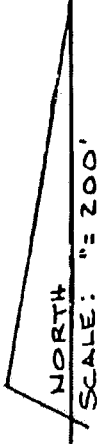
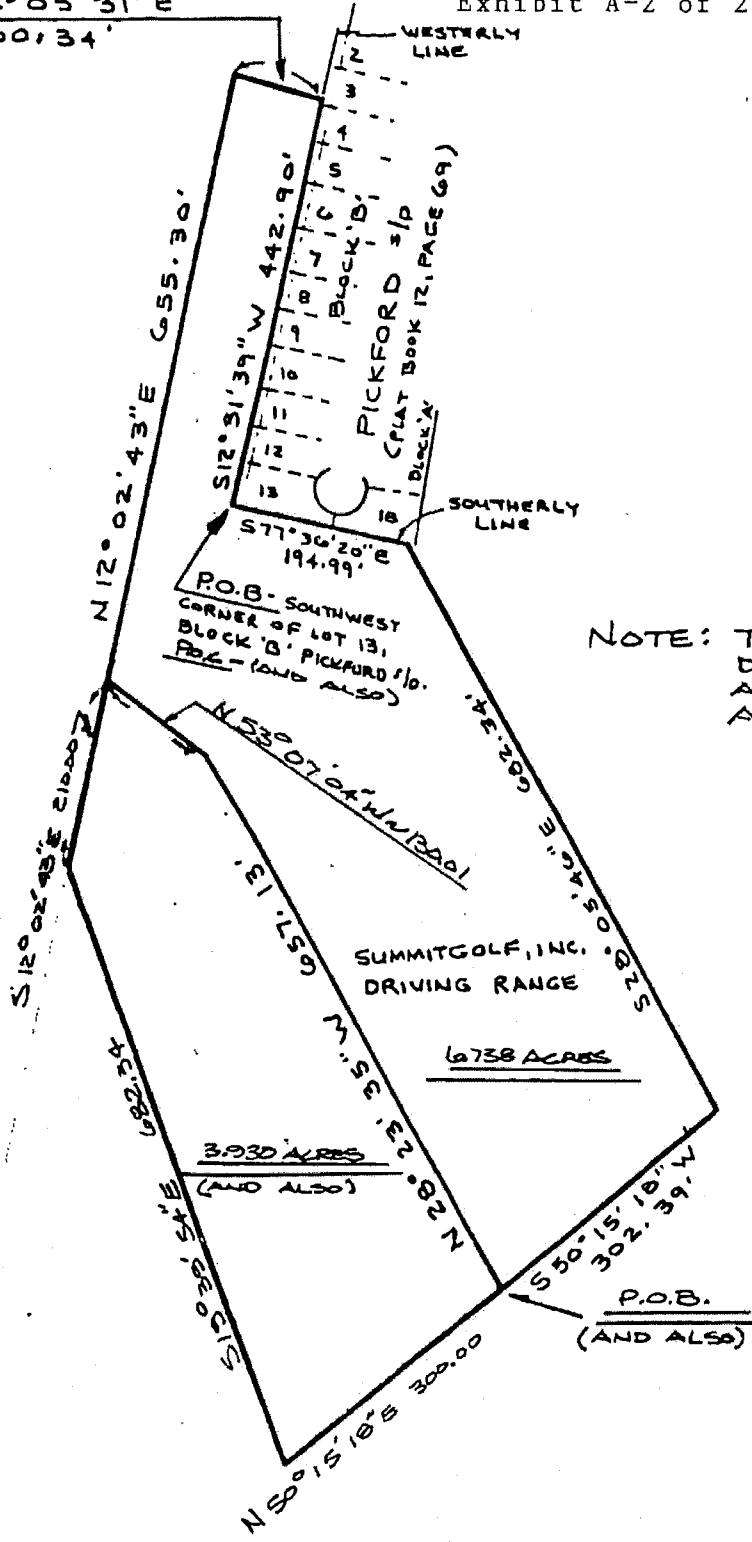
COMMENCE AT THE SOUTHWEST CORNER OF LOT 13 BLOCK B PICKFORD SUBDIVISION AS RECORDED IN PLAT BOOK 12 AT PAGE 69 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 77 DEGREES 36 MINUTES 20 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE AFORESAID PICKFORD SUBDIVISION A DISTANCE OF 194.99 FEET; THENCE GO SOUTH 28 DEGREES 05 MINUTES 46 SECONDS A DISTANCE 682.34 FEET; THENCE GO SOUTH 50 DEGREES 15 MINUTES 18 SECONDS WEST A DISTANCE OF 302.39 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 28 DEGREES 23 MINUTES 35 SECONDS WEST A DISTANCE OF 657.13 FEET; THENCE GO NORTH 53 DEGREES 07 MINUTES 04 SECONDS WEST A DISTANCE OF 130.01 FEET; THENCE GO SOUTH 12 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 210.00 FEET; THENCE GO SOUTH 19 DEGREES 39 MINUTES 54 SECONDS EAST A DISTANCE OF 682.34 FEET; THENCE GO NORTH 50 DEGREES 15 MINUTES 18 SECONDS EAST A DISTANCE OF 300.00 THE THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 1, TOWNSHIP 2 SOUTH, RANGE 29 WEST ESCAMBIA COUNTY, FLORIDA AND CONTAINS 3.930 ACRES.



SHEET 1 OF 2

S74°05'31"E  
100.34'

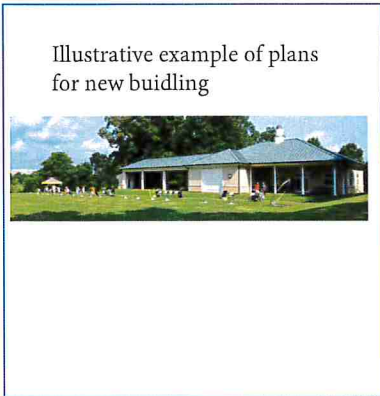
Exhibit A-2 of 2



NOTE: THIS DRAWING IS FOR DESCRIPTION PURPOSES ONLY AND IS NOT TO BE USED AS A FIELD SURVEY.



— = Potential New Netting (subject to approval)    
  = New Building with instruction bay    
  = Putting Green\*    
  = New Covered Hitting area\* (No Walls)



\* The design and placement of the putting green is subject to change to avoid the loss of space for driving range hitting spaces.

