SECOND AMENDMENT

TO

MASTER DEVELOPMENT AGREEMENT

FOR FACILITIES AND RELATED IMPROVEMENTS

This SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT FOR FACILITIES AND RELATED IMPROVEMENTS (this "Second Amendment") is entered into as of this day of June, 2020 (the "Effective Date") by and among the CITY OF FRISCO, TEXAS, a municipal corporation of the State of Texas and a home-rule city located in County. "City"), FRISCO **ECONOMIC** Collin Texas (the DEVELOPMENT CORPORATION, a Texas non-profit corporation ("FEDC"), FRISCO COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation ("FCDC"), FRISCO INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("FISD"), OMNI STILLWATER WOODS GOLF RESORT, LLC, a Delaware limited liability company ("OSW"), and THE PROFESSIONAL GOLFERS' ASSOCIATION OF AMERICA, a Florida non-profit corporation (the "PGA"). The City, FEDC, FCDC, FISD, OSW and PGA are sometimes referred to herein collectively as the "Parties" or singularly as a "Party".

RECITALS

WHEREAS, the Parties entered into that certain Master Development Agreement for Facilities and Related Improvements dated December 4, 2018, as amended by that certain First Amendment to Master Development Agreement for Facilities and Related Improvements dated October 15, 2019 (collectively, the "Agreement"). For purposes of this Second Amendment, capitalized terms herein will have the same meaning as the defined Capitalized terms in the Agreement; and

WHEREAS, Section 1.5(g) of the Agreement requires Substantial Completion of the Public Facilities, including the public clubhouse as described in Section 1.1(c) of the Agreement (the "Clubhouse"), on or before August 1, 2022; and

WHEREAS, Section 4.2 of the Agreement requires that PGA use commercially reasonable efforts to commence construction of the Headquarters Facility on or prior to July 1, 2020, subject to (i) force majeure, (ii) the receipt of all applicable zoning, permits and other governmental approvals, and (iii) completion of the Offsite Infrastructure sufficient to provide access and utilities to the Headquarters Tract sufficient to commence vertical construction; and

WHEREAS, Section 5.11 of the Agreement requires that OSW complete the Hotel Facility on or prior to issuance of the final Certificate of Occupancy for the Public Facilities and open the Hotel Facility within six (6) months after the issuance of such certificate of occupancy; and

WHEREAS, as a result of the on-going coronavirus (COVID-19) outbreak and global pandemic, the Parties desire to (a) extend the Substantial Completion date of the Clubhouse from August 1, 2022 to February 28, 2023, (b) extend the completion date of the Hotel Facility to February 28, 2023 and opening date of the Hotel Facility to March 31, 2023, as further detailed herein (c) extend the date for PGA to use commercially reasonable efforts to commence construction of the Headquarters Facility to September 1, 2020; and

WHEREAS, as part of the construction of the Golf Facilities on the Tract, trees will be removed, including trees contained within the flood plain located on the Tract. The City has agreed to confirm that Frisco Zoning Ordinance Subsections 4.01.05 through 4.01.09 (the "Tree Mitigation Ordinance") are not applicable to the Tract since the improvements being constructed on the Tract are a city project which is exempt from the fees required by the Tree Mitigation Ordinance; and

WHEREAS, the City FCDC and have agreed that OSW shall have the right, but not the obligation, to construct and maintain, at OSW's sole expense, a reuse water lake, pump station, paved road leading to the reuse water lake and other related facilities (collectively, the "Irrigation Lake Facility") to be located in Northwest Community Park as generally shown in the attached Exhibit "A", which will provide an additional amenity for the public's enjoyment and enable OSW to irrigate the Public Facilities as part of its maintenance responsibilities set forth in the Facilities Lease; and

WHEREAS, the Agreement provides that during any Major Tournament held at the Public Facilities, the City will provide OSW and PGA access to a portion of Northwest Community Park as a Temporary Staging Area and for parking. Since the execution of the Agreement, City has acquired an additional thirty (30) acre parcel near the Tract, such property being more fully described in the attached **Exhibit "B"** (the "30 Acre Parcel"). The City has agreed to modify the Agreement to allow the Temporary Staging and parking for Major Tournaments to be located on the 30 Acre Parcel, subject to the same restoration and maintenance requirements provided for in the Agreement; and

WHEREAS, in connection with the construction of the Headquarters Facility for the PGA, the Agreement requires the construction of the greater of three hundred (300) parking spaces or that required by City Ordinance on the Headquarters Tract of which no less than eighty percent (80%) of City-required parking spaces shall be in a structured parking facility. Further, as part of the Agreement, OSW agreed to provide to PGA the right to use during normal business hours, one hundred (100) parking spaces located close to the Headquarters Facility. Subsequent to the Agreement, the location of the Headquarters Facility has been moved to the future intersection of Teel Parkway and Rockhill Road to a larger tract. As a result, City has agreed to amend the structured parking requirements to fifty percent (50%) of City-required parking spaces. Further, as a result of the re-location of the Headquarters Facility, the parking agreement between OSW and PGA for the one-hundred (100) parking spaces will be terminated; and

WHEREAS, to facilitate the possible use of the West Golf Course for PGA tournaments or similar events in which large galleries of spectators will be present, City has agreed to reimburse OSW for a portion of the constructions costs for bridge widening and lengthening, cart

path widening, and additional grading to help facilitate these type of large events or Major Tournaments (as applicable) on the West Course as set forth herein; and

WHEREAS, FISD and the PGA have agreed to permit the PGA to utilize certain parking facilities on FISD land as further depicted on **Exhibit "C**", attached hereto, during certain Major Tournaments; and

WHEREAS, the City has agreed to reimburse certain costs for the installation by OSW of sanitary lines within the Public Facilities which are not intended to serve the Public Facilities; and

WHEREAS, FISD has agreed to reimburse OSW for certain costs associated with the construction of the new drive to be named "Championship Way" as further described herein; and

WHEREAS, OSW and the PGA have agreed to reimburse City for the cost of the median cuts and turn lanes located in Rockhill Road adjacent to the OSW property and the Headquarters Tract.

- **NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual covenants and agreements contained herein and for other good and valuable consideration, the sufficiency and receipt of all of which are hereby acknowledged, the Parties hereto agree to amend and modify the Agreement as follows:
- 1. <u>Recitals</u>. The recitals set forth above are incorporated into the body of this Second Amendment as if fully set forth herein.

2. Amendment of Dates.

- (a) Section 1.5(g) is hereby amended by extending the Substantial Completion date of the Clubhouse and related parking facilities from August 1, 2022 to February 28, 2023. The Substantial Completion Date of the Public Facilities (including any required parking and temporary facilities to allow for public golf course play) other than the Clubhouse shall remain August 1, 2022.
- (b) The second sentence of <u>Section 2.5</u> of the Agreement is hereby amended and restated in its entirety as follows:
- "If (i) the Public Facilities (including any required parking and temporary facilities to allow for public golf course play) other than the Clubhouse are not substantially completed and operational on or before August 1, 2022, (ii) the Clubhouse and related parking facilities are not substantially completed and operational on or before February 28, 2023, or (iii) the Private Facilities (save and except the Headquarters Facility) are not substantially completed by February 28, 2023 and operational on or before March 31, 2023, then PGA shall have the option to not host the 2027 or 2028 PGA Championship at the Public Facilities."
- (c) <u>Section 4.2</u> of the Agreement is hereby amended and restated in its entirety as follows:

- "4.2 <u>Commencement of Construction</u>. PGA shall use commercially reasonable efforts to commence construction of the Headquarters Facility on or prior to September 1, 2020, subject to (i) force majeure, (ii) the receipt of all applicable zoning, permits and other governmental approvals, and (iii) completion of the Offsite Infrastructure sufficient to provide access and utilities to the Headquarters Tract sufficient to commence vertical construction."
- (d) <u>Section 5.11</u> of the Agreement is hereby amended and restated in its entirety as follows:
- "5.11 <u>Completion of Hotel Facility</u>. OSW shall use commercially reasonable efforts to: (i) complete the construction of the Hotel Facility by February 28, 2023; and (ii) open the Hotel Facility for business to the public by March 31, 2023."
- 3. Tree Mitigation Ordinance. A tree survey was performed for the Tract by OSW that reveals that a vast majority of the trees located on the Tract are not "protected trees" as defined in the City Tree Mitigation Ordinance. Notwithstanding the foregoing, since the construction of the Golf Facilities on the Tract is a City project, Section 1.7 of the Agreement is amended to add that the Tree Mitigation Ordinance will not apply and no tree mitigation fees will be owed for the Tract. The Tree Mitigation Ordinance will apply to the Private Facilities and the Headquarters Facility.
- 4. <u>Irrigation Lake Facility.</u> Section 2.9 of the Agreement is amended to add that OSW shall have the right, but not the obligation, to construct and maintain, at OSW's sole expense, the Irrigation Lake Facility to be located in Northwest Community Park as generally shown in the attached <u>Exhibit "A"</u>, (provided that the scope and nature of improvements on such <u>Exhibit "A"</u> are for illustrative purposes) which will provide an additional amenity for the public's enjoyment and enable OSW to properly irrigate the Public Facilities as part of its maintenance responsibilities set forth in the Facilities Lease. OSW's maintenance obligation shall include, but not be limited to, the irrigation pond, pump house, and driveway, including mowing, trimming and other services to maintain an attractive and aesthetic appearance typical for such a public amenity in Frisco, Texas.
- 5. <u>Temporary Staging and Parking</u>. Section 2.8 of the Agreement is hereby amended and restated in its entirety as follows:
- "2.8 <u>Park Access.</u> During any Major Tournament (as defined below) held at the Public Facilities, and in consideration for the hosting of the Major Tournaments, the City will provide OSW and PGA, collectively, the exclusive right to use the entire 30 Acre Parcel as follows:
 - PGA Championship 180 days (3 months prior and 3 months after)
 - Ryder Cup 180 days (3 months prior and 3 months after)
 - Senior PGA Championship 90 days
 - Woman's PGA Championship 90 days
 - PGA Professional Championship 30 days

• PGA Junior League Championship – 30 days.

Such use may include, without limitation, overflow parking (including semi-trailer parking and extra parking for spectators attending the Major Tournaments), staff staging, temporary staff and media meeting and dining tents, and a television/media compound (such uses, collectively, the "Major Tournament Uses"). The City shall seek the input of the PGA and OSW in connection with the design of 30 Acre Parcel in order to allow for the efficient use of the 30 Acre Parcel for the Major Tournament Uses, but the ultimate approval of the design of the 30 Acre Parcel shall belong to the City. PGA acknowledges that the City plans to construct a public road through the 30 Acre Parcel and that road may not be closed during any of the Major Tournaments without the City's permission. Any grading on the 30 Acre Parcel that is needed to facilitate its use for the Major Tournament Uses shall be the responsibility of OSW, and OSW shall be responsible for the cost thereof up to a maximum sum of \$150,000, with PGA covering additional costs thereof. During any Major Tournament, temporary parking on paved surfaces within Northwest Community Park will be permitted for a reasonable period of time before and after each Major Tournament, consisting of fourteen (14) days in total, which will include the Wednesday prior to commencement through the Tuesday after each Major Tournament. Immediately following any use of the 30 Acre Parcel provided herein, PGA shall repair the areas to the same condition (or as close thereto as practicable) as existed before such use, reasonable wear and tear excepted. Prior to the hosting of each Major Tournament, PGA and the City will enter into a tournament agreement, which will set forth the specific restoration obligations of PGA and completion timelines applicable to such Major Tournament and otherwise consistent with the terms of Section 2.8. To secure the obligations of PGA set forth in the tournament agreements, in the event such repairs are not made in accordance with the terms thereof, the City and FEDC may offset an amount reasonably estimated by the City to complete such repairs against any Tournament Grants owed to the PGA pursuant to the FEDC Performance Agreement. For the purpose of this paragraph only, the term "Major Tournament" shall mean any of the following: (a) the Ryder Cup; (b) the PGA Championship; (c) the PGA Professional Championship, (d) PGA Junior League Championship, (e) the Women's PGA Championship; and (f) the Senior PGA Championship."

- 6. Headquarters Facility Parking. In connection with the construction of the Headquarters Facility for the PGA, the Agreement requires the construction of the greater of three hundred (300) parking spaces or that required by City Ordinance on the Headquarters Tract of which no less than eighty percent (80%) of City-required parking spaces shall be in a structured parking facility. Further, as part of the Agreement, OSW agreed to provide to PGA the right to use during normal business hours, one hundred (100) parking spaces located closed to the Headquarters Facility. Subsequent to the Agreement, the location of the Headquarters Facility has been moved to the future intersection of Teel Parkway and Rockhill Road to a larger tract. As a result, Section 4.1 of the Agreement is amended to reduce the structured parking requirements to fifty percent (50%) of City-required parking spaces. Such structured parking requirement may be satisfied by any combination of above or below grade structured parking. Further, as a result of the re-location of the Headquarters Facility, the parking agreement between OSW and PGA for the one-hundred (100) parking spaces will be terminated.
- 7. <u>West Golf Course Improvements</u>. As part of the construction of the Public Facilities, OSW has agreed to construct additional improvements to the West Course in order to

facilitate the PGA tournaments or similar events in which large galleries of spectators will be present. The improvements will include bridge widening and lengthening, cart path widening, additional grading, and other agreed improvements to help facilitate these type of large events on the West Golf Course. In exchange for OSW making these additional improvements, City has agreed to reimburse OSW the sum of Seven Hundred Thousand and No/100 Dollars (\$700,000.00), such sum to be payable at the time the City pays its share of the cost of the Public Facilities. Any costs in excess of \$700,000.00 will be at the sole expense of OSW. Attached hereto as Exhibit "F" are the current proposed improvements to the West Golf Course, as approved by the City, which will include the twelve (12) foot wide offsite "Hollyhock" hike and bike trail, such hike and bike trail to be subject to the rights of OSW under Section 5.1(f) of the Public Facilities Lease. OSW shall prepare plans and specifications for further revisions or adjustments to the proposed improvements to be submitted and approved by the City pursuant to the terms of the Agreement. The City shall reasonably cooperate with OSW to procure such easements and approvals as are necessary to complete the work required by the approved plans, including the required offsite easements for the Hollyhock hike and bike trail upon such terms consistent with this paragraph. In the event the procurement of such easements and approvals delays construction of a portion of the improvements approved by the City beyond the scheduled payment date, a portion of the \$700,000.00 paid by the City will be escrowed by the parties, pending procurement of the necessary easements and approvals.

- Use of School Parking. FISD has agreed to provide offsite parking, location for entrance improvements and a merchandise tent area to PGA at no cost to support any Major Tournaments held on the Public Facilities for such periods of time before, during and after any Major Tournaments as reasonably determined by FISD and PGA. FISD shall seek input from PGA with respect to the design of the parking lots to ensure proper traffic flow, spectator safety and design efficiencies, and FISD shall reasonably consider such design recommendations. PGA acknowledges that certain parking lots may need to remain open during Major Tournaments to accommodate school functions, provided, however, FISD acknowledges and agrees that such lots would be available for use in connection with Major Tournaments weekend days during the week of each Major Tournament and for one week prior, for a total of two (2) weeks. Attached hereto as Exhibit "C" is an outline of the parking facilities to be utilized by the PGA for the PGA Championship and the Ryder Cup only. For all other such Major Tournaments, parking on FISD property will be limited to the area shown in the attached Exhibit "C-1" all as further shown and described in the attached Exhibit "C-2". For purposes of this paragraph only, the term "Major Tournaments" shall mean only (a) the Ryder Cup; (b) the PGA Championship; (c) the PGA Professional Championship, (d) PGA Junior League Championship, (e) the Women's PGA Championship; and (f) the Senior PGA Championship.
- 9. Reimbursement for Sanitary Sewer Lines. OSW has agreed to construct certain sanitary sewer lines within the Public Facilities at the request of the City and for the benefit of properties outside the boundaries of the Project, as depicted in the attached Exhibit "D". The sanitary sewer line consists of approximately 566 linear feet of 27 inch line. The City agrees to reimburse OSW for the costs incurred by OSW for the construction of such sanitary sewer lines and associated embankment costs within the Public Facilities in the amount of Three Hundred One Thousand Two Hundred Twelve and No/100 Dollars (\$301,212.00), such sum to be payable to OSW at the time the City accepts the sanitary sewer line improvements.

- 10. Reimbursement of Costs for Championship Way. OSW has agreed to construct the roadway identified on Exhibit "E" to be known as "Championship Way" for the benefit of the Project. FISD agrees to reimburse OSW for 37.5% of all costs incurred by OSW in the construction of Championship Way. PGA shall have no obligation to reimburse or pay for any costs incurred in the construction of Championship Way. Upon completion of Championship Way, OSW shall present FISD with a summary of costs incurred and an invoice for the respective reimbursement amounts owed, and FISD and OSW each agree to pay such reimbursement funds to OSW within thirty (30) days of receipt of such invoice and cost summary from OSW. FISD and OSW acknowledge that the contracted cost of Championship Way is \$798,760.00, and anticipate that all reimbursements shall be based upon such figure.
- 11. Reimbursement for Median Cuts and Turn Lane. City is constructing or has constructed median cuts and turn lanes within Rockhill Road adjacent to property owned by OSW to help facilitate access to the OSW property and the Headquarters Tract. OSW agrees to reimburse to City the sum of One Hundred Forty Six Thousand Seven Hundred Ninety Five and No/100 Dollars (\$146,795.00), once the City completes and accepts the improvements for Rockhill Road. The PGA agrees to reimburse to City the sum of Twenty Seven Thousand Three Hundred Seventy-Five and No/100 Dollars (\$27,375.00), once the City completes and accepts the improvements for Rockhill Road.
- 12. <u>Ratification</u>. All provisions in the Agreement not in conflict herewith are hereby ratified and shall remain in full force and effect.
- 13. <u>Authorization</u>. The signatory for each Party hereto expressly affirms that he/she is an authorized representative of such Party, that this Second Amendment has been approved by all requisite action by such Party, that there are no consents or authorizations from any other Party necessary or required for the approval of this Second Amendment by such Party, and that, upon full and final execution by all parties hereto, this Second Amendment shall become a binding and enforceable agreement between the parties hereto.
- 14. <u>Counterparts</u>. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute an instrument.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date first written above.

OMNI STILLWATER WOODS GOLF RESORT, LLC, a Texas limited liability company

By:	Name: Michael 6. Smith
	Title: President
	PROFESSIONAL GOLFERS OCIATION OF AMERICA, a Florida rofit corporation
By:	Name:Title:
	OF FRISCO, TEXAS, a Texas home-rule sipality
By:	Name: George Purefoy City Manager
Attest	Section 1997
K City S	ecretary
	CO ECONOMIC DEVELOPMENT PORATION, a Texas non-profit corporation
By:	Name:

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date first written above.

OMNI STILLWATER WOODS GOLF RESORT, LLC, a Texas limited liability company

	Name:
	Title:
	PROFESSIONAL GOLFERS' OCIATION OF AMERICA, a Florida
	profit corporation
non p	nont corporation
Ву:	Name: DARROL R-CRALL Title: CHIP OPERATIVES OFFICE
CITY munic	OF FRISCO, TEXAS, a Texas home-rule cipality
Ву:	Name: Title:
Attest	
	Secretary
	CO ECONOMIC DEVELOPMENT PORATION, a Texas non-profit corporation
By:	
	Name:
	Title:
	PARTAYAN III

FRISCO COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation

	Junge Funtoy	
Name: Title:		
SCO TRICT, a	INDEPENDENT Texas political subdivi	SCHOOI sion
Name:		
	Title: SCO TRICT, a	Title: SCO INDEPENDENT FRICT, a Texas political subdivis

FRISCO COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation

By: _____

Name: Title:		
FRISCO	INDEPENDENT	SCHOOL
DISTRICT, 2	Texas political subdivi-	sion
By:	el Tota	,
Name:		1 =
Title:	Descrip Sup	Business +O)
	/ /	/

EXHIBIT "A" IRRIGATION LAKE FACILITY

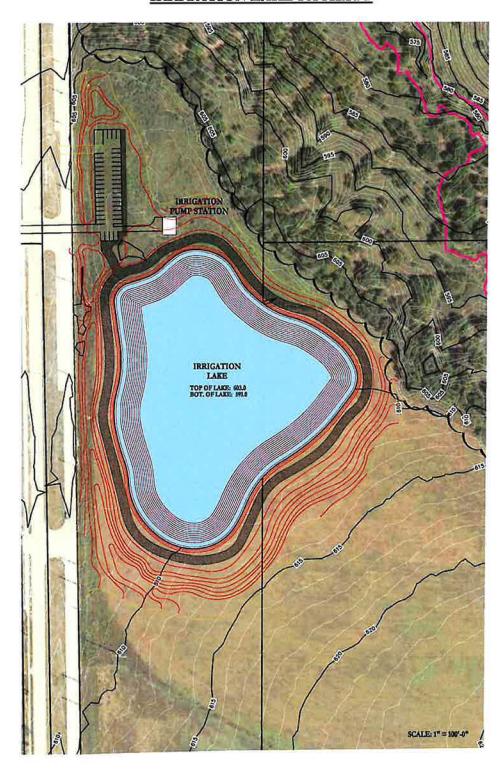


EXHIBIT "B' LEGAL DESCRIPTION OF 30 ACRE PARCEL TEMPORARY STAGING PARCEL

BEING a tract of land situated in the Memphis, El Paso and Pacific Railroad Company Survey Abstract No. 941, City of Frisco, Denton County, Texas and being a portion of a called 83 acre tract of land, known a "Third Tract", described in a deed to Bert Fields, Jr., recorded in Volume 523, Page 681, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap, stamped "ROOME" found for the northeast corner of a called 50 acre tract of land, described in a deed to the City of Frisco, Texas, recorded in Document No. 2005-8199, Official Records, Denton County, Texas, same being on the northerly line of said 83 acre tract and the southerly line a called 114.032 acre tract of land, known as "Tract 2", described in a deed to Nash Eland LLC, recorded in Document No. 2014-33175, Official Records, Denton County, Texas, same also being in an asphalt road, known as Little Ranch Road;

THENCE South 89°49'47" West, along the northerly line of said 83 acre tract, the southerly line of said 114.032 acre tract and generally along said Little Ranch Road, a distance of 575.94 feet to the northeast corner of a called 2.711 acre tract of land, described in a deed to the City of Frisco, Texas, recorded in Document No. 2015-34249, Official Records, Denton County, Texas;

THENCE in a southerly direction, departing the northerly line of said 83 acre tract and along the westerly line of said 2.711 acre tract, the following:

South 00°21'21" East, a distance of 52.92 feet to a 1/2-inch iron rod found for a corner; South 89°32'30" East, a distance of 150.33 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

North 89°38'39" East, a distance of 102.20 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northerly corner of a visibility clip;

South 46°32'02" East, a distance of 57.72 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southerly corner of said visibility clip, same being on the westerly right of way line of Teel Parkway;

South 02°42'44" East, along said westerly right of way line of Teel Parkway, a distance of 72.57 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the point of curvature of a tangent curve to the right;

Continuing along said westerly right of way line of Teel Parkway, and along the arc of said curve to the right, through a central angle of 01°50'30", having a radius of 1930.00 feet, a chord bearing of South 01°47'29" East, a chord distance of 62.03 feet and an arc length of 62.04 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a the point of tangency of said curve;

South 00°52'14" East, continuing along said westerly right of way line of Teel Parkway, a distance of 29.57 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

South 04°41'05" East, continuing along said westerly right of way line of Teel Parkway, a

distance of 150.33 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

South 00°52'14" East, continuing along said westerly right of way line of Teel Parkway, a distance of 1096.06 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southwest corner of said 2.711 acre tract, same being on the southerly line of said 83 acre tract; THENCE South 88°41'53" West, along the southerly line of said 83 acre tract and the northerly line of Stafford Middle School, an Addition to the City of Frisco, Texas, according to the Map or Plat, recorded in Cabinet Y, Page 691, Plat Records, Denton County, Texas, a distance of 896.29 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southeast corner of the aforesaid 50 acre City of Frisco tract;

THENCE North 00°20'28" West, departing the southerly line of said 83 acre tract and along the easterly line of said 50 acre tract, a distance of 1529.56 feet to the POINT OF BEGINNING and containing 30.531 acres (1,329,923 square feet) of land, more or less.

EXHIBIT "C" SCHOOL PARKING FOR PGA CHAMPIONSHIP AND RYDER CUP

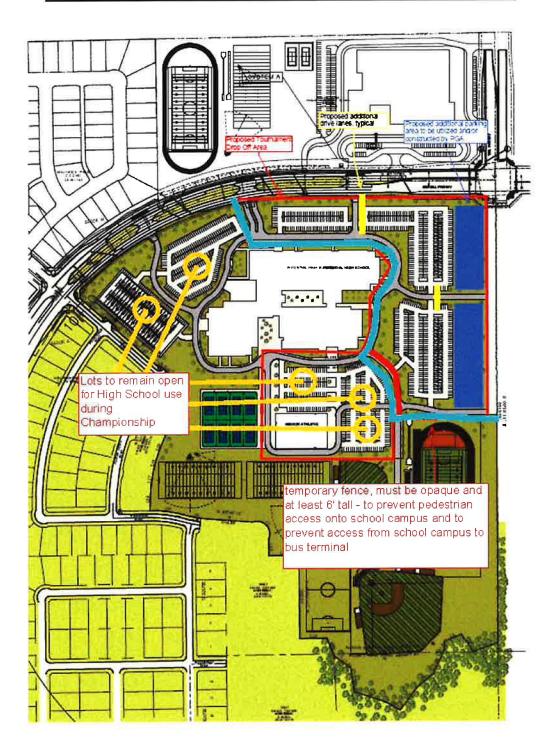


EXHIBIT "C-1" SCHOOL PARKING FOR OTHER MAJOR CHAMPIONSHIPS

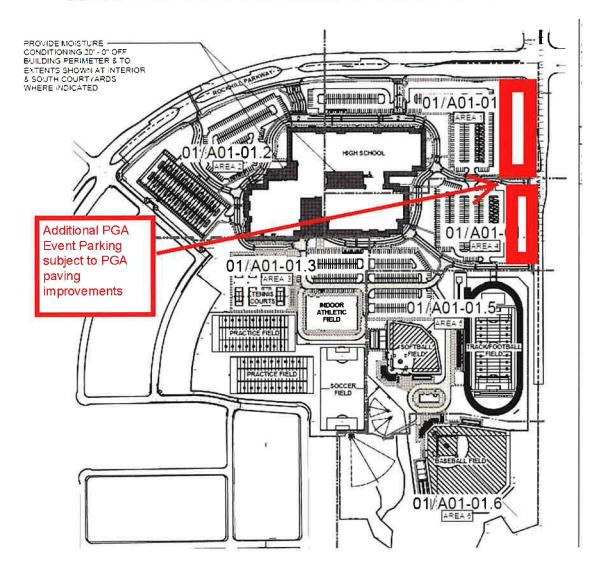


EXHIBIT "C-2" MAJOR TOURNAMENTS FISD AREAS

Major Tournament	<u>Description</u>
PGA Championship	Parking lot areas for the bus terminal for 2 weeks for such tournament
	Ancillary parking lots for 2 weeks for such tournament
	South east parking lot to accommodate a merchandise tent for a total of 6 months (4 months in advance to build and 2 months post to tear down)
Ryder Cup	Parking lot areas for the bus terminal for 2 weeks for such tournament
	Ancillary parking lots for 2 weeks for such tournament
	South east parking lot to accommodate a merchandise tent for a total of 6 months (4 months in advance to build and 2 months post to tear down)
PGA Professional Championship	No additional considerations.
PGA Junior League Championship	No additional considerations.
Women's PGA Championship	Parking lot areas for the bus terminal for 2 weeks for such tournament
Senior PGA Championship	Parking lot areas for the bus terminal for 2 weeks for such tournament

EXHIBIT "D" SANITARY SEWER LINES

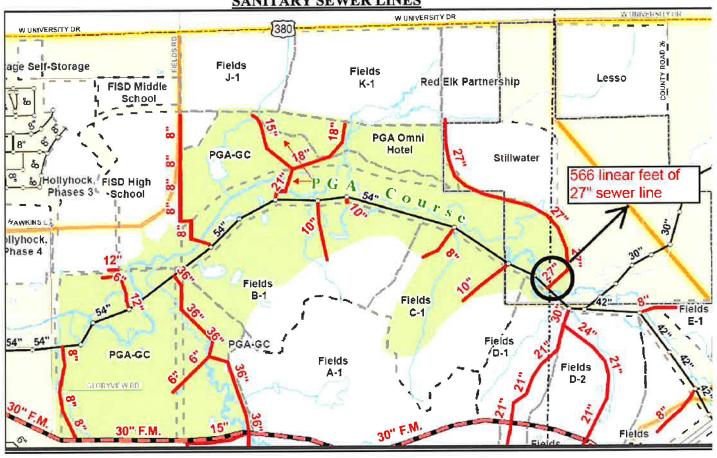


EXHIBIT "E" CHAMPIONSHIP WAY

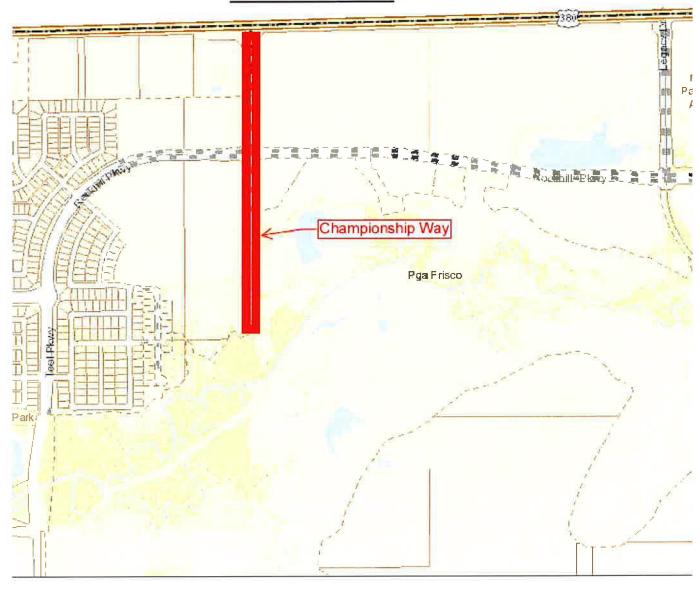


EXHIBIT "F" WEST GOLF COURSE IMPROVEMENTS

West Course Make Ready

 Additional Design and Hydrology 		\$65,000
Clearing around #8 & #17		\$17,125
 Regrading cut and fill #16 		\$55,000
Bridge Improvements		\$594,437
 Widen Cart Path to 12' 		\$78,919
• Automatic Irrigation Valves in native areas		\$75,309
 Hollyhock connection 12' H&B Trail 		<u>\$128,156</u>
	Estimate	\$1,013,946
	City	\$700,000
	OSW	\$313,946