

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 to the OPERATING AGREEMENT FOR GOLDEN ISLES TENNIS CENTER between the CITY OF HALLANDALE BEACH located at 400 S. Federal Highway, Hallandale Beach, Florida 33009 (the "CITY") and ALL FLORIDA TENNIS, LLC a Florida limited liability company located at 510 N. 33rd Ct., Hollywood, Florida 33021 (the "FIRM") (the "Agreement") is entered into effective as of the date of last signature below ("Amendment No. 1").

RECITALS

WHEREAS, on October 29, 2020, the City entered into the Agreement with the FIRM;

WHEREAS, on April 14, 2022, the City amended the Agreement with the FIRM;

WHEREAS, Section 40. Revenue Sharing, presently provides:

FIRM It is agreed that one hundred percent (100%) of gross revenue from hard court fees, light fees, membership and guest fees will be paid by FIRM to CITY. It is agreed that that one hundred percent (100%) gross revenue up to \$300,000 annually from clay court fees, tournaments, private/group lessons, clinics, camps, events (except for CITY-organized event), ancillary services, concessions and the pro shop will be retained by FIRM, with gross revenue for such items beyond \$300,000 in any year to be divided as follows: 96% to FIRM, 4% to CITY reserve account. However, where revenue generated for FIRM as addressed in the preceding sentence requires the use of court lights, a light fee must be paid to the CITY and will not be included in the calculation of gross revenue for the purposes of the 4% calculation.

WHEREAS, the parties desire to allow all hard court fees to be retained by the FIRM.

WHEREAS, Section 3. Term, provides for an initial five (5) year term until October 28, 2025, followed by two optional (2) five (5) year renewal terms that may be approved at the discretion of the City Manager.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the foregoing recitals are incorporated herein by reference as a material part of this Agreement, and the Parties agree as follows:

1. All terms and conditions of the Agreement not previously modified in Amendment No. 1, nor expressly modified in this Amendment No. 2, shall remain in full force and effect.

2. Section 40. Revenue Sharing, shall be replaced as follows:

FIRM It is agreed that one hundred percent (100%) of gross revenue from light fees, membership and guest fees will be paid by FIRM to CITY. It is agreed that one hundred percent (100%) of gross revenue up to \$300,000 annually from court fees, tournaments, private/group lessons, clinics, camps, events (except for CITY-organized event), ancillary services, concessions and the pro shop will be retained by FIRM, with gross revenue for such items beyond \$300,000 in any year to be divided as follows: 96% to FIRM, 4% to CITY reserve account. However, where revenue generated for FIRM as addressed in the preceding sentence requires the use of court lights, a light fee must be paid to the CITY and will not be included in the calculation of gross revenue for the purposes of the 4% calculation.

3. CITY and FIRM agree to exercise the first five (5) year renewal term, from October 29, 2025 until October 28, 2030.
4. In the event of conflict between the Agreement, Amendment No. 1, and this Amendment No. 2, the terms and conditions of this Amendment No. 2 shall govern and control, followed by Amendment No. 1, followed by the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No.2 on the respective dates under each signature. CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

CITY CLERK

By _____
CITY MANAGER

Date: _____

Approved as to legal sufficiency and form by

CITY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. ALL FLORIDA TENNIS, LLC signing by and through its representative, duly authorized to execute same.

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE. If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

CONTRACTOR

ATTEST:

Corporate Secretary

By _____

(Type Name and Title Signed Above)

PRINT NAME AND TITLE
____ Day of _____, 2025.

(Corporate Seal) OR (NOTARIZE BELOW)

OR **(ONLY If not incorporated sign below).**

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

(TYPE NAME & SIGNED ABOVE)

NOTARY SEAL

The foregoing instrument was acknowledged before me this ____ day of ____, 20__, by _____.

Signature of Notary _____ Name of Notary Printed, or Stamped _____
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____