

CITY OF FAIRFIELD
SIXTH AMENDMENT TO
THE MANAGEMENT AGREEMENT FOR THE
OPERATION AND MAINTENANCE OF
GOLF COURSES AND FACILITIES

This Sixth Amendment to the Management Agreement (the “Amendment”) is entered into as of May 19, 2020 by and between the CITY OF FAIRFIELD, a municipal corporation (“CITY”) and KEMPER SPORTS MANAGEMENT INC., an Illinois corporation (“OPERATOR”).

RECITALS

1. CITY owns certain properties commonly referred to as the Paradise Valley Golf Course and the Rancho Solano Golf Course (together, the “Golf Courses”).
2. Pursuant to that certain Management Agreement, dated as of January 1, 2008 (the “Management Agreement”), CITY retained OPERATOR to provide for the overall management and operations of the Golf Courses, improvements to existing facilities, collection of fees and other related golf services to ensure the highest quality of golf programs for the public.
3. By that certain Third Amendment to the Management Agreement, dated as of February 11, 2016, the City extended the term of the Management Agreement until December 31, 2017.
4. By that certain Fourth Amendment to the Management Agreement, dated as of December 19, 2017, the City extended the term of the Management Agreement until February 28, 2018.

By that certain Fifth Amendment to the Management Agreement, dated as of February 28, 2018, the City extended the term of the Management Agreement until December 31, 2022.

5. The parties wish to further amend the Management Agreement to temporarily reduce the Fixed Management Fee in response to the impacts of the Covid-19 pandemic.

NOW, THEREFORE, in consideration for the mutual promises hereinafter set forth the parties hereto agree as follows:

1.0 AMENDMENTS.

- 1.1 Commencing on April 1, 2020, the Fixed Management Fee (as set forth in Section 7.5(A)) shall be reduced temporarily by twenty-five percent (25%) until such

time as the Golf Courses are no longer subject to local, state or federal Covid-19 orders or directives requiring Golf Courses to remain closed.

2.0 MISCELLANEOUS

2.1 Execution in Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same Amendment

2.2 Applicable Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California.

2.3 Confirmation of Agreement. Except as expressly set forth in this Amendment, all provisions of the Management Agreement shall remain in full force and effect.

2.4 Captions. The captions or headings in this Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Amendment.

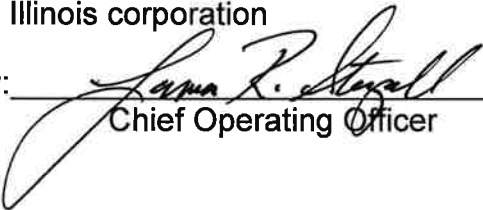
[Signatures appear on the following page.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment at
Fairfield, California, as of the date first written above.

CITY OF FAIRFIELD,
a municipal corporation

By: _____
City Manager

KEMPER SPORTS MANAGEMENT, INC.
an Illinois corporation

By:  _____
Chief Operating Officer