

DEC 16 2011

AMENDMENT TO  
MANAGEMENT AGREEMENT

BY Rupita Ramirez CLERK OF THE BOARD  
DEPUTY

THIS AMENDMENT TO MANAGEMENT AGREEMENT ("Amendment") is made as of December 13 2011, by and between Wild Wings CSA, a County Service Area organized under California law ("Owner"), and Kemper Sports Management, Inc. an Illinois corporation ("KSM").

WHEREAS, Owner and KSM have heretofore entered into a certain Agreement between the Wild Wings County Services Area and Kemper Sports Management, Inc., for Management of the Wild Wings Golf Course, dated as of March 10, 2009 (the "Management Agreement");

WHEREAS, KSM has previously extended credit to Owner in connection with the Management Agreement by covering certain costs and expenses associated with operation of the Wild Wings Golf Course on occasions where Owner was unable to provide sufficient funds for such matters;

WHEREAS, KSM may elect to extend credit to Owner in connection with the Management Agreement in the future; and

WHEREAS, the Owner and KSM now desire to amend the Management Agreement to provide for certain agreements with respect to such extensions of credit. (Capitalized terms used in this Amendment and not otherwise defined herein have the meanings ascribed to them in the Management Agreement.)

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto do hereby mutually covenant and agree as follows:

1. Amendment to Management Agreement. Article 3 of the Management Agreement is amended by adding Section 3.14 at the end thereof, which shall read in its entirety as follows:

3.14 KSM Line of Credit. KSM may from time to time provide a line of credit to Owner to cover certain Operating Expenses and other expenses relating to the Course, the amount of which shall in no event exceed an aggregate principal amount of \$180,000 (the "KSM Line of Credit"). Owner agrees to pay interest on any outstanding amounts under the KSM Line of Credit at a rate equal to one-half percent (1/2%) per month. Owner shall pay all costs and expenses, including attorneys' fees, paid or incurred by KSM in connection with the collection of all amounts due under the KSM Line of Credit or the enforcement of Owner's obligations with respect thereto. All amounts outstanding under the KSM Line of Credit shall be repaid to KSM in full (along with all accrued and unpaid interest) on or before July 31, 2012. All amounts outstanding under the KSM Line of Credit shall be repaid within ten (10) days after any expiration or termination of this Agreement for any reason. If at any time KSM deems it to be in its best interest and/or if Owner defaults under any term or provision of, or

causes an acceleration of the performance required under, any other agreement or document with a financial institution, creditor or other third party, or defaults in any of its payment obligations to KSM or any third party, then KSM may decline to continue to provide funds under the KSM Line of Credit or Management Agreement in its sole discretion. Owner agrees that amounts owed by Owner under the Line of Credit shall be payable by Owner to KSM, notwithstanding any other term or provision of this Agreement, including, without limitation, any term or provision to the effect that amounts to operate and maintain the Course shall arise from anticipated special tax revenues or any other specified source.

2. Management Agreement. Except as hereinabove modified and amended, the Management Agreement shall remain in full force and effect in accordance with its terms.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first set forth above.

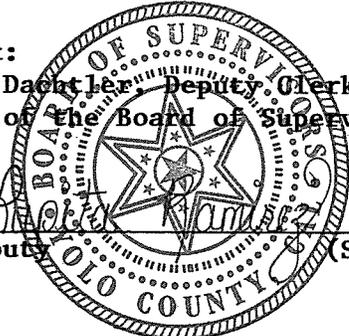
**APPROVED AS TO FORM:**  
**ROBYN TRUITT DRIVON**  
County Counsel

By:   
Deputy

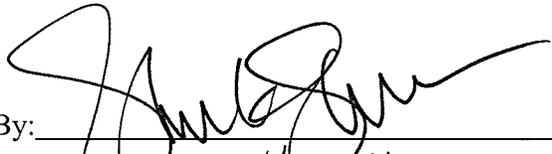
WILD WINGS COUNTY SERVICE AREA

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

Attest:  
Julie Daentler, Deputy Clerk  
Clerk of the Board of Supervisors

By:   
Deputy \_\_\_\_\_ (Seal)  


KEMPER SPORTS MANAGEMENT, INC.

By:   
\_\_\_\_\_ **STEVEN K. SKINNER**  
CEO