

**ADDENDUM  
TO  
GOLF COURSE MANAGEMENT AGREEMENT**

THIS ADDENDUM TO INDIAN WELLS RESORT GOLF COURSE MANAGEMENT AGREEMENT (the "**Addendum**") is executed as of May 1, 2012, by and between the **CITY OF INDIAN WELLS**, a California municipal corporation (the "**City**"), whose address is 44-950 Eldorado Drive, Indian Wells, California 92210, and **TROON GOLF, L.L.C.**, a Delaware limited liability company ("**Troon**"), whose address is 15044 N. Scottsdale Road, Suite 300, Scottsdale, Arizona, 85254, with respect to the following recitals:

**RECITALS**

A. City and Troon are parties to that certain Indian Wells Resort Golf Course Management Agreement dated as of June 1, 2009 ("**Agreement**") and that certain Restaurant Lease Agreement dated as of June 1, 2009 ("**Lease**").

B. City and Troon desire to extend the term of the Agreement and the Lease in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Troon agree as follows:

1. **Extension of Term.**

The initial Term of the Agreement and Lease expire on May 31, 2012. Pursuant to Section 6.1 of the Agreement and Section 1.1 of the Lease, the Term of the Agreement and the Lease is hereby extended to May 31, 2014 ("**Extension Term**").

2. **Change in Scope of IT Services**

During the initial Term, the City provided the services of a City employee as IT manager for the oversight of information technology at the Golf Resort. Troon and the City have agreed that during the Extension Term, Troon shall provide such IT management services in addition to the Technology Oversight which is already provided by Troon pursuant to Section 3.10(v) of the Agreement. Such additional services may be provided by Troon through a third party vendor. The City has agreed to provide additional funding of \$22,000 for such services in the Annual Plan for the Operational Year commencing July 1, 2012.

3. **No Other Changes**

Except as set forth in this Addendum, all terms and conditions of the Agreement and the Lease shall remain in full force and effect during the Extension Term.

IN WITNESS WHEREOF, the City and Troon have executed this Addendum as of the date first above written.

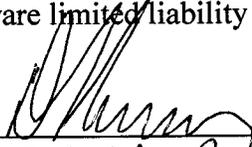
**"CITY"**

**CITY OF INDIAN WELLS,**  
a California Municipal Corporation

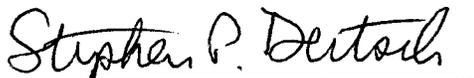
By:   
Name: Rodenick J. Wood  
Its: City Manager

**"TROON"**

**TROON GOLF, L.L.C.,**  
a Delaware limited liability company

By:   
Name: DANA R. GARMANY  
Its: PRESIDENT & CEO

Approved as to form:

By:   
Stephen P. Deitsch, City Attorney

**ATTEST:**

  
Chief Deputy City Clerk