

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “Amendment”), is made and entered this _____ day of _____, 2025, between the CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (“Landlord” or the “City”) and SWINGERS GOLF CLUB, LLC, a limited liability company organized in the Commonwealth of Virginia (the “Tenant”), with its principal office located at 4904 Westmoreland Drive, Williamsburg, Virginia 23188, (the City and the Tenant collectively referred to as the “Parties”).

RECITALS

WHEREAS, the City and Tenant are parties to that certain LEASE AGREEMENT (the “Lease Agreement”) fully executed on January 16, 2024, for the lease of a portion of the property located at 100 Seldendale Drive, Hampton, Virginia, identified in the City’s land records as LRSN 8000005 for use as a golf driving range and related purposes, including but not limited to the rent and/or sale of golf equipment and golf lessons;

WHEREAS, Paragraph 21 of the Lease Agreement provides that the Lease Agreement may be modified only by a writing signed by both parties; and

WHEREAS, the City and Tenant desire to modify the Lease Agreement to modify the Leased Premises identified in Paragraph 1 and Exhibit A to include the parking lot, and to add language regarding use and maintenance of the parking lot to Paragraph 10.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1. Incorporation of Recitals. The parties represent and warrant that the recitals to this Amendment are accurate and correct and incorporate them in this Amendment.
2. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.
3. Paragraph 1: Leased Premises. The language in Paragraph 1: Leased Premises shall be deleted in its entirety and restated as follows:

Leased Premises: The City shall lease and the Tenant shall rent an approximately 14.06 acre +/- portion of the property identified as LRSN 8000005 in the City’s land records, more commonly known as 100 Seldendale Drive, Virginia, as further shown on Exhibit A-1, which is attached hereto and incorporated herein (the “Leased Premises”).

4. Paragraph 10: Landscaping and Improvements. The language in Paragraph 10: Landscaping and Improvements shall be deleted in its entirety and restated as follows:

Landscaping, Improvements, and Parking Lot: The Tenant agrees to landscape the Leased Premises and keep all Improvements in good repair and appearance. The Tenant agrees to routinely maintain the parking lot located within the Leased Premises. Such routine maintenance shall include but is not limited to trash, debris, and vegetation removal. The City agrees to complete necessary major maintenance or repairs of the parking lot, as determined at the sole discretion of the City, and to maintain lighting and signage within the parking lot.

5. Exhibit A. Exhibit A shall be deleted in its entirety and replaced with Exhibit A-1, which is attached hereto and incorporated herein.

Except as amended hereby, all other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Agreement as of the date set forth above.

[SIGNATURE PAGE TO FOLLOW]

LANDLORD:
CITY OF HAMPTON, VIRGINIA

By: _____
Mary B. Bunting, City Manager

APPROVED AS TO CONTENT:

Department of Parks, Recreation &
Leisure Services

TENANT:
SWINGERS GOLF CLUB, LLC

By: _____
Ryan Barber, Manager

Date: 3/20/25

COMMONWEALTH OF VIRGINIA
CITY OF HAMPTON, to wit:

The foregoing First Amendment to Lease Agreement was acknowledged before me this 20th day of MARCH, 2025, by Ryan Barber, acting in his/her capacity as MANAGER, on behalf of SWINGERS GOLF CLUB, LLC. He/She is personally known to me or has produced Virginia Driver's License as proper identification.

My Commission Expires: 8-31-28

Registration No. 218896

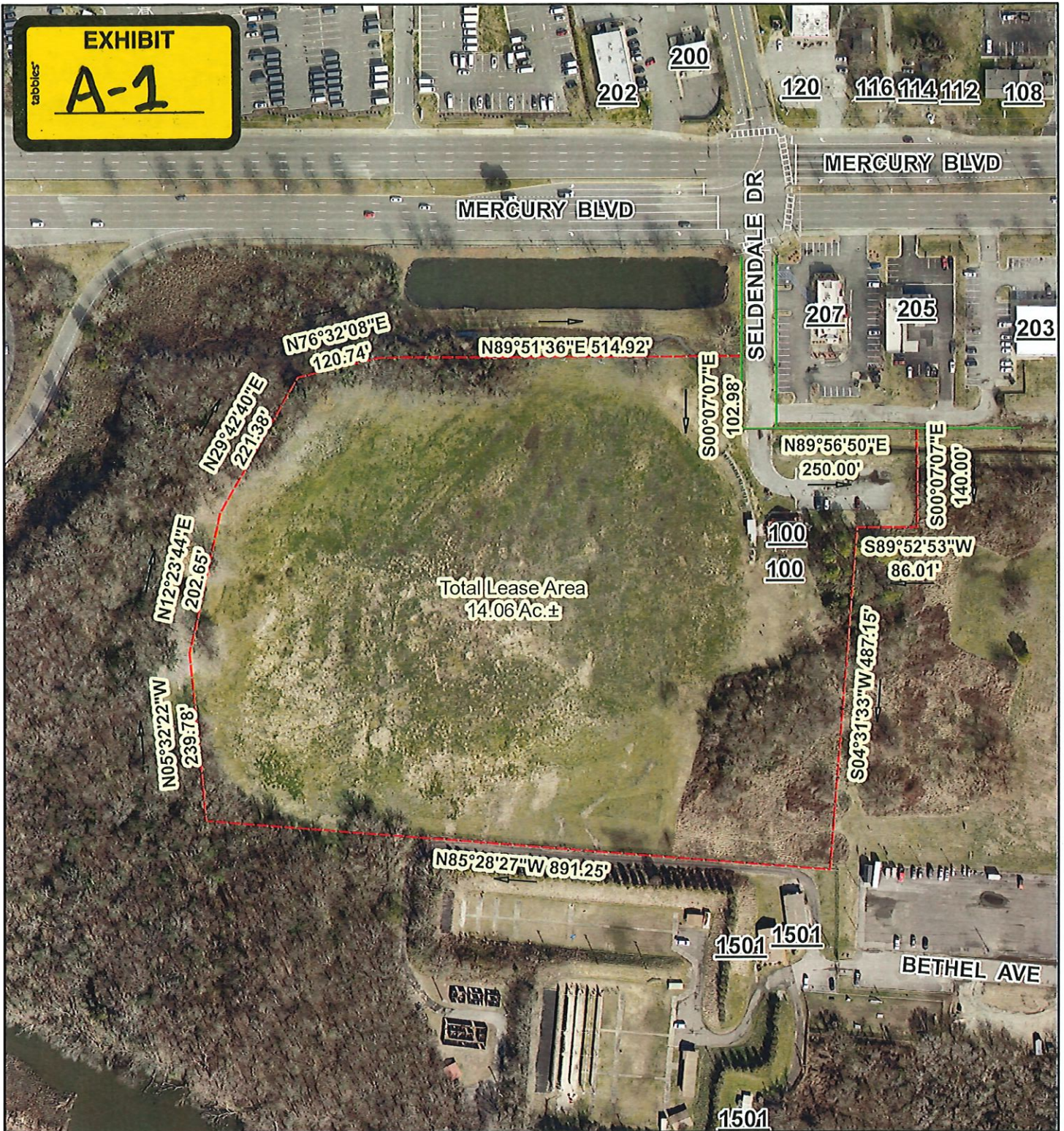
APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

[Signature]
City Attorney's Office

[Signature]
Notary Public



EXHIBIT
A-1



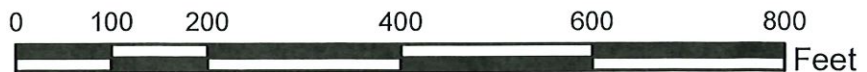
100 Seldendale Drive Lease Sketch

Scale: 1" = 200'

Map Printed: 19 Mar. 2025

Prepared by: CITY of HAMPTON

Dept. of Public Works - Engineering Services



HAMPTON VA



DISCLAIMER Although the information contained herein is believed to be reliable, no warranty, expressed or implied, is made regarding the accuracy, completeness, legality, reliability, or usefulness of any information, either isolated or in the aggregate, unless expressly specified. Neither is this information intended as a substitute for applicants' obligation to retain its own independent professional advice from an engineer, surveyor, attorney, or the like.