UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2022
or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _______________ to _______________

Commission File Number: 001-31458

Drive Shack Inc.

(Exact name of registrant as specified in its charter)

Maryland	81-0559116
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
10670 N. Central Expressway, Suite 700, Dallas, TX	75231
(Address of principal executive offices)	(Zip Code)

(646) 585-5591

(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols(s)	Name of each exchange on which registered
Common Stock, $0.01 par value per share	DS	New York Stock Exchange (NYSE)
9.75% Series B Cumulative Redeemable Preferred Stock, $0.01 par value per share	DS-PB	New York Stock Exchange (NYSE)
8.05% Series C Cumulative Redeemable Preferred Stock, $0.01 par value per share	DS-PC	New York Stock Exchange (NYSE)
8.375% Series D Cumulative Redeemable Preferred Stock, $0.01 par value per share	DS-PD	New York Stock Exchange (NYSE)
Preferred Stock Purchase Rights	N/A	New York Stock Exchange (NYSE)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☒ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the last practicable date.

Common stock, $0.01 par value per share: 92,385,019 shares outstanding as of August 8, 2022.

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PART I. FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS

DRIVE SHACK INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(Dollars in thousands, except share data)

	(unaudited) June 30, 2022	December 31, 2021
Assets		
Current assets		
Cash and cash equivalents	$ 22,685	$ 58,286
Restricted cash	4,143	3,480
Accounts receivable, net	5,730	5,563
Real estate securities, available-for-sale	2,846	3,486
Other current assets	30,599	30,034
Total current assets	66,003	100,849
Restricted cash, noncurrent	216	798
Property and equipment, net of accumulated depreciation	181,126	179,260
Operating lease right-of-use assets	191,848	181,915
Intangibles, net of accumulated amortization	13,106	13,430
Other assets	5,739	6,538
Total assets	$ 458,038	$ 482,790
Liabilities and Equity		
Current liabilities		
Obligations under finance leases	$ 5,023	$ 5,400
Membership deposit liabilities	20,905	18,039
Accounts payable and accrued expenses	34,776	34,469
Deferred revenue	17,018	26,301
Other current liabilities	27,733	26,524
Total current liabilities	105,455	110,733
Credit facilities and obligations under finance leases - noncurrent	7,875	9,075
Operating lease liabilities - noncurrent	176,458	166,031
Junior subordinated notes payable	51,169	51,174
Membership deposit liabilities, noncurrent	105,122	104,430
Deferred revenue, noncurrent	12,165	10,005
Other liabilities	2,793	1,487
Total liabilities	$ 461,037	$ 452,935
Commitments and contingencies		
Equity		
Preferred stock, $0.01 par value, 100,000,000 shares authorized, 1,347,321 shares of 9.75% Series B Cumulative Redeemable Preferred Stock, 496,000 shares of 8.05% Series C Cumulative Redeemable Preferred Stock, and 620,000 shares of 8.375% Series D Cumulative Redeemable Preferred Stock, liquidation preference $25.00 per share, issued and outstanding as of June 30, 2022 and December 31, 2021	$ 61,583	$ 61,583
Common stock, $0.01 par value, 1,000,000,000 shares authorized, 92,385,019 and 92,093,425 shares issued and outstanding at June 30, 2022 and December 31, 2021, respectively.	924	921
Additional paid-in capital	3,232,324	3,233,608
Accumulated deficit	(3,300,065)	(3,268,876)
Accumulated other comprehensive income	170	1,163
Total equity of the company	$ (5,064)	$ 28,399
Noncontrolling interest	2,065	1,456
Total equity (deficit)	$ (2,999)	$ 29,855
Total liabilities and equity	$ 458,038	$ 482,790

See notes to Consolidated Financial Statements.

DRIVE SHACK INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS (unaudited)
(Dollars in thousands, except share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	**2021**	**2022**	**2021**
Revenues				
Golf operations	$ 67,577	$ 61,750	$ 122,861	$ 114,912
Sales of food and beverages	19,112	12,129	32,810	20,059
Total revenues	86,689	73,879	155,671	134,971
Operating costs				
Operating expenses	65,473	55,635	120,613	104,504
Cost of sales - food and beverages	5,788	3,151	9,149	5,255
General and administrative expense	11,558	8,028	20,622	16,012
Depreciation and amortization	6,132	5,784	12,325	12,029
Pre-opening costs	1,938	789	2,685	1,345
(Gain) loss on lease terminations and impairment	2,161	(561)	15,032	2,648
Total operating costs	93,050	72,826	180,426	141,793
Operating income (loss)	(6,361)	1,053	(24,755)	(6,822)
Other income (expenses)				
Interest and investment income	216	159	416	312
Interest expense, net	(3,547)	(2,713)	(6,194)	(5,339)
Other income (loss), net	993	(18)	3,640	(79)
Total other income (expenses)	(2,338)	(2,572)	(2,138)	(5,106)
Loss before income tax	(8,699)	(1,519)	(26,893)	(11,928)
Income tax expense	868	450	1,589	945
Consolidated net loss	(9,567)	(1,969)	(28,482)	(12,873)
Less: net loss attributable to noncontrolling interest	(134)	—	(81)	—
Net loss attributable to the Company	(9,433)	(1,969)	(28,401)	(12,873)
Preferred dividends	(1,395)	(1,395)	(2,790)	(2,790)
Loss applicable to common stockholders	$ (10,828)	$ (3,364)	$ (31,191)	$ (15,663)
Loss applicable to common stock, per share				
Basic	$ (0.12)	$ (0.04)	$ (0.34)	$ (0.18)
Diluted	$ (0.12)	$ (0.04)	$ (0.34)	$ (0.18)
Weighted average number of shares of common stock outstanding				
Basic	92,378,928	92,065,615	92,316,851	87,338,509
Diluted	92,378,928	92,065,615	92,316,851	87,338,509

See notes to Consolidated Financial Statements.

DRIVE SHACK INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS (unaudited)
(Dollars in thousands, except share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Net loss	$ (9,567)	$ (1,969)	$ (28,482)	$ (12,873)
Other comprehensive loss:				
Net unrealized gain (loss) on available-for-sale securities	(993)	(66)	(993)	(142)
Other comprehensive gain (loss)	(993)	(66)	(993)	(142)
Total comprehensive loss	$ (10,560)	$ (2,035)	$ (29,475)	$ (13,015)
Comprehensive loss attributable to noncontrolling interest	(134)	—	(81)	—
Comprehensive loss attributable to the Company	$ (10,426)	$ (2,035)	$ (29,394)	$ (13,015)

See notes to Consolidated Financial Statements.

DRIVE SHACK INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY (DEFICIT) (unaudited)
FOR THE THREE AND SIX MONTHS ENDED JUNE 30, 2022 AND 2021
(Dollars in thousands, except share data)

	Drive Shack Inc. Stockholders								
	Preferred Stock		Common Stock						
	Shares	Amount	Shares	Amount	Additional Paid- in Capital	Accumulated Deficit	Accumulated Other Comp. Income (loss)	Noncontrolling Interest	Total Equity (Deficit)
Equity (deficit) - December 31, 2021	2,463,321	$ 61,583	92,093,425	$ 921	$ 3,233,608	$ (3,268,876)	$ 1,163	$ 1,456	$ 29,855
Dividends declared	—	—	—	—	—	(1,395)	—	—	(1,395)
Stock-based compensation	—	—	—	—	(696)	—	—	—	(696)
Shares issued from options and restricted stock units	—	—	269,420	—	—	—	—	—	—
Contributed Capital	—	—	—	—	—	—	—	3	3
Capital Distribution	—	—	—	—	—	—	—	(40)	(40)
Comprehensive income (loss)									
Net income (loss)	—	—	—	—	—	(18,966)	—	53	(18,913)
Total comprehensive loss								16	$ (18,913)
Equity (deficit) - March 31, 2022	2,463,321	$ 61,583	92,362,845	$ 921	$ 3,232,912	$ (3,289,237)	$ 1,163	$ 1,472	$ 8,814
Dividends declared	—	—	—	—	—	(1,395)	—	—	(1,395)
Stock-based compensation	—	—	—	—	139	—	—	—	139
Shares issued from options and restricted stock units	—	—	22,174	3	—	—	—	—	3
Contributed Capital	—	—	—	—	(727)	—	—	727	—
Comprehensive income (loss)									
Net loss	—	—	—	—	—	(9,433)	—	(134)	(9,567)
Other comprehensive income	—	—	—	—	—	—	(993)	—	(993)
Total comprehensive loss								593	(10,560)
Equity (deficit) - June 30, 2022	2,463,321	$ 61,583	92,385,019	$ 924	$ 3,232,324	$ (3,300,065)	$ 170	$ 2,065	$ (2,999)
Equity (deficit) - December 31, 2020	2,463,321	$ 61,583	67,323,592	$ 673	$ 3,178,704	$ (3,232,391)	$ 1,468	$ —	$ 10,037
Dividends declared	—	—	—	—	—	(930)	—	—	(930)
Stock-based compensation	—	—	—	—	350	—	—	—	350
Shares issued from options and restricted stock units	—	—	745,881	7	(7)	—		—	—
Shares issued from equity raise	—	—	23,958,333	$ 239	$ 53,666	$ —	$ —	—	53,905
Comprehensive income (loss)									
Net loss	—	—	—	—	—	(10,904)	—	—	(10,904)
Other comprehensive loss	—	—	—	—	—	—	(76)	—	(76)
Total comprehensive loss								—	(10,980)
Equity (deficit) - March 31, 2021	2,463,321	$ 61,583	92,027,806	$ 919	$ 3,232,713	$ (3,244,225)	$ 1,392	$ —	$ 52,382
Dividends declared	—	—	—	—	—	(1,395)	—	—	(1,395)
Stock-based compensation	—	—	—	2	556	—	—	—	558
Shares issued from options and restricted stock units	—	—	57,613	—	—	—	—	—	—
Comprehensive income (loss)									
Net loss	—	—	—	—	—	(1,969)	—	—	(1,969)
Other comprehensive income	—	—	—	—	—	—	(66)	—	(66)
Total comprehensive loss								—	(2,035)
Equity (deficit) - June 30, 2021	2,463,321	$ 61,583	92,085,419	$ 921	$ 3,233,269	$ (3,247,589)	$ 1,326	$ —	$ 49,510

See notes to Consolidated Financial Statements.

DRIVE SHACK INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)
(Dollars in thousands, except share data)

	Six Months Ended June 30,	
	2022	**2021**
Cash Flows From Operating Activities		
Net loss	$ (28,482)	$ (12,873)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation and amortization	12,325	12,029
Amortization of discount and premium	(357)	(262)
Other amortization	4,933	4,126
Amortization of revenue on golf membership deposit liabilities	(1,139)	(1,101)
Amortization of prepaid golf membership dues	(7,870)	(9,726)
Non-cash operating lease expense	2,521	2,161
Stock-based compensation	(556)	906
Loss on lease terminations and impairment	15,032	2,648
Gain from insurance proceeds for property loss	(2,877)	—
Other losses, net	(188)	143
Change in:		
Accounts receivable, net, other current assets and other assets - noncurrent	67	(6,522)
Accounts payable and accrued expenses, deferred revenue, other current liabilities and other liabilities - noncurrent	4,070	8,939
Net cash provided by (used in) operating activities	(2,521)	468
Cash Flows From Investing Activities		
Insurance proceeds for property loss	2,877	—
Acquisition and additions of property and equipment and intangibles	(28,784)	(16,139)
Net cash used in investing activities	(25,907)	(16,139)
Cash Flows From Financing Activities		
Repayments of debt obligations	(2,904)	(3,082)
Golf membership deposits received	58	1,325
Proceeds from issuance of common stock	3	53,905
Capital distribution paid	(40)	—
Preferred stock dividends paid	(2,790)	(1,395)
Other financing activities	(1,419)	(470)
Net cash provided by (used in) financing activities	(7,092)	50,283
Net Increase (Decrease) in Cash and Cash Equivalents, Restricted Cash and Restricted Cash, noncurrent	(35,520)	34,612
Cash and Cash Equivalents, Restricted Cash and Restricted Cash, noncurrent, Beginning of Period	62,564	50,833
Cash and Cash Equivalents, Restricted Cash and Restricted Cash, noncurrent, End of Period	$ 27,044	$ 85,445
Supplemental Schedule of Non-Cash Investing and Financing Activities		
Preferred stock dividends declared but not paid	$ 930	$ 930
Additions to finance lease assets and liabilities	$ 1,548	$ 495
Decreases in accounts payable and accrued expenses related to the purchase of property and equipment	$ (3,361)	$ (2,688)
Additions for right of use assets in exchange for new operating lease liabilities	$ 25,336	$ 7,002
Cash paid during the period for interest expense	$ 1,076	$ 1,552
Cash paid during the period for income taxes	$ 1,985	$ 1,489

See notes to Consolidated Financial Statements.

Note 1. ORGANIZATION

Drive Shack Inc., which is referred to in this Quarterly Report on Form 10-Q, as Drive Shack or the Company, is an owner and operator of golf-related leisure and entertainment venues focused on bringing people together through competitive socializing. The Company, a Maryland corporation, was formed in 2002, and its common stock is traded on the NYSE under the symbol “DS.”

The Company conducts its business through the following segments: (i) entertainment golf, (ii) traditional golf and (iii) corporate. For a further discussion of the reportable segments, see Note 4.

As of June 30, 2022, the Company's entertainment golf segment was comprised ofseven owned or leased entertainment golf venues acrossfour states and the District of Columbia with locations in Orlando, Florida; West Palm Beach, Florida; Raleigh, North Carolina; Richmond, Virginia; The Colony, Texas; Charlotte, North Carolina; and Washington, D.C.

The Company’s traditional golf segment is one of the largest operators of traditional golf properties in the United States. As of June 30, 2022, the Company owned, leased or managed fifty-three (53) traditional golf properties acrossnine states.

The corporate segment consists primarily of securities and other investments and executive management.

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

In March 2020, a global pandemic was declared by the World Health Organization related to the rapidly growing outbreak of a novel strain of coronavirus (“COVID-19”).

Many jurisdictions in which we operate have previously imposed capacity limitations and other restrictions affecting our operations. The extended length of the COVID-19 pandemic and the related government response may continue to cause prolonged periods of various operational restrictions and capacity limitations impacting future business operations. In addition, the duration and intensity of the pandemic may result in changes in customer behaviors or preferences. These may lead to increased asset recovery and valuation risks, such as impairment of long-lived and other assets. The extent to which COVID-19 continues to impact our business will depend on future developments, which remain highly uncertain and cannot be predicted, including additional actions taken by various governmental bodies and private enterprises to contain COVID-19 or mitigate its impact, among others.

***Basis of Presentation* —** The accompanying Consolidated Financial Statements and related notes of the Company have been prepared in accordance with U.S. generally accepted accounting principles or GAAP for interim financial reporting and the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. The portions of equity in consolidated subsidiaries that are not attributable, directly or indirectly, to us are presented as noncontrolling interest. All significant intercompany accounts and transactions have been eliminated. Accordingly, certain information and footnote disclosures normally included in financial statements prepared under U.S. generally accepted accounting principles, or GAAP, have been condensed or omitted. In the opinion of management, all adjustments considered necessary for a fair presentation of the Company’s financial position, results of operations and cash flows have been included and are of a normal and recurring nature. The operating results presented for interim periods are not necessarily indicative of the results that may be expected for any other interim period or for the entire year. These financial statements should be read in conjunction with the Company’s Consolidated Financial Statements for the year ended December 31, 2021 and notes thereto included in the Company’s Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") on March 18, 2022. There have been no significant changes to our critical accounting policies as disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021.

***Use of Estimates* –** Our estimates are based on information available to management at the time of preparation of the Consolidated Financial Statements, including the result of historical analysis, our understanding and experience of the Company’s operations, our knowledge of the industry and market-participant data available to us. Actual results have historically been in line with management’s estimates and judgments used in applying each of the accounting policies, and management periodically re-evaluates accounting estimates and assumptions. Actual results could differ from these estimates and materially impact our Consolidated Financial Statements. However, the Company does not expect our assessments and assumptions to materially change in the future.

Seasonality **–** Seasonality can affect our results of operations. Our traditional golf business is subject to seasonal fluctuations as colder temperatures and shorter days reduce the demand for outdoor activities. As a result, the traditional golf business generates a disproportionate share of its annual revenue in the second and third quarters of each year. In addition, our Drive Shack and Puttery venues could be significantly impacted on a season-to-season basis, based on corporate event and social gathering volumes during holiday seasons and school vacation schedules. For this reason, a quarter-to-quarter comparison may not be a good indicator of our current and/or future performance.

Leasing Arrangements **—** The Company evaluates at lease inception whether an arrangement is or contains a lease by providing the Company with the right to control an asset. Operating leases are accounted for on the balance sheet with the Right of Use (“ROU”) assets in "Operating lease right-of-use assets" and lease liabilities are recognized in "Other current liabilities" and "Operating lease liabilities - noncurrent" in the Consolidated Balance Sheets. Finance lease ROU assets, current lease liabilities and noncurrent lease liabilities are recognized in "Property and equipment, net of accumulated depreciation," and "Obligations under finance leases" and "Credit facilities and obligations under finance leases - noncurrent" in the Consolidated Balance Sheets, respectively.

All lease liabilities are measured at the present value of the associated payments, discounted using the Company’s incremental borrowing rate determined using a portfolio approach based on the rate of interest that the Company would pay to borrow an amount equal to the lease payments for a similar term and in a similar economic environment on a collateralized basis. ROU assets, for both operating and finance leases, are initially measured based on the lease liability, adjusted for initial direct costs, prepaid rent, and lease incentives received. Operating leases are subsequently amortized into lease cost on a straight-line basis. Depreciation of the finance lease ROU assets is subsequently calculated using the straight-line method over the shorter of the estimated useful lives or the expected lease terms and recorded in "Depreciation and amortization" on the Consolidated Statements of Operations.

In addition to the fixed minimum payments required under the lease arrangements, certain leases require variable lease payments, which are payment of the excess of various percentages of gross revenue or net operating income over the minimum rental payments as well as payment of taxes assessed against the leased property. The leases generally also require payment for the cost of insurance and maintenance. Variable lease payments are recognized when the associated activity occurs and contingency is resolved.

The Company has elected to combine lease and non-lease components for all lease contracts.

Impairment of Long-lived Assets **—** The Company periodically reviews the carrying amounts of its long-lived assets, including real estate held-for-use and held-for-sale, as well as finite-lived intangible assets and right-of-use assets, to determine whether current events or circumstances indicate that such carrying amounts may not be recoverable. The assessment of recoverability is based on management’s estimates by comparing the sum of the estimated undiscounted cash flows generated by the underlying asset, or other appropriate grouping of assets, to its carrying value to determine whether an impairment existed at its lowest level of identifiable cash flows. If the carrying amount is greater than the expected undiscounted cash flows, the asset is considered impaired and an impairment is recognized to the extent the carrying value of such asset exceeds its fair value. The Company generally measures fair value by considering sale prices for similar assets or by discounting estimated future cash flows using an appropriate discount rate.

(Dollars in tables in thousands, except share data)

Cash and Cash Equivalents and Restricted Cash —The Company considers all highly liquid short-term investments with maturities of 90 days or less when purchased to be cash equivalents. Substantially all amounts on deposit with major financial institutions exceed insured limits. The Company has not experienced any losses in the accounts and believe that the Company is
not exposed to significant credit risk because the accounts are at major financial institutions.

The following table summarizes the Company's Cash and Cash Equivalents, Restricted Cash and Restricted Cash, noncurrent:

	June 30, 2022	December 31, 2021
Cash and cash equivalents	$ 22,685	58,286
Restricted cash	4,143	3,480
Restricted cash, noncurrent	216	798
Total Cash and cash equivalents, Restricted cash and Restricted cash, noncurrent	$ 27,044	$ 62,564

Accounts Receivable, Net — Accounts receivable are stated at amounts due from customers, net of an allowance for doubtful accounts of $0.3 million as of June 30, 2022 and $0.9 million as of December 31, 2021. The allowance for doubtful accounts is based upon several factors including the length of time the receivables are past due, historical payment trends, current economic factors, and our expectations of future events that affect collectability. Collateral is generally not required.

Other Current Assets — The following table summarizes the Company's other current assets:

	June 30, 2022	December 31, 2021
Managed property receivables	$ 13,314	$ 19,316
Prepaid expenses	4,016	2,524
Deposits	1,805	1,827
Inventory	2,791	2,229
Miscellaneous current assets, net	8,673	4,138
Other current assets	$ 30,599	$ 30,034

Other Assets — The following table summarizes the Company's other assets:

	June 30, 2022	December 31, 2021
Prepaid expenses	$ 1,717	$ 2,156
Deposits	3,241	3,335
Miscellaneous assets, net	781	1,047
Other assets	$ 5,739	$ 6,538

Other Current Liabilities — The following table summarizes the Company's other current liabilities:

	June 30, 2022	December 31, 2021
Operating lease liabilities	$ 17,031	$ 16,519
Accrued rent	3,797	3,455
Dividends payable	930	930
Miscellaneous current liabilities	5,975	5,620
Other current liabilities	$ 27,733	$ 26,524

(Dollars in tables in thousands, except share data)

Membership Deposit Liabilities - Initiation fees are non-refundable and recorded as revenue over the expected seven year life of an active membership. Until 2021, private country club members generally paid an advance initiation deposit upon their acceptance as a member to the respective country club that is refundable 30 years after the date of acceptance as a member. The difference between the initiation deposit paid by the member and the present value of the refund obligation is deferred and recognized into golf operations revenue in the Consolidated Statements of Operations on a straight-line basis over the expected life of an active membership, which is estimated to be seven years. The present value of the refund obligation is recorded as a membership deposit liability in the Consolidated Balance Sheets and accretes over a 30-year nonrefundable term using the effective interest method. This accretion is recorded as interest expense in the Consolidated Statements of Operations.

In 2002 American Golf Corporation ("AGC"), when it was owned by a previous owner, entered into a Restated Membership Deposit Assumption Agreement, with two trusts established by a previous owner of AGC (the “Trusts”) under which the Trusts agreed to unconditionally assume the obligations of AGC to refund certain membership deposit liabilities ("MDLs") in exchange for shares in AGC. The MDLs assumed were refundable 30 years from the date of acceptance of the member with the first liabilities assumed by the Trusts becoming refundable in 2020. The total redemption value of membership deposit liabilities assumed by the Trusts was $181.9 million. No asset was recorded at the time of our acquisition of AGC in recognition of this assumption agreement for the $181.9 million of liabilities assumed by the Trusts for the following reasons. 1) the substantial time period between the assumption of the liabilities and the first liabilities becoming refundable; 2) the inability of AGC to verify and monitor the assets of the Trusts to ensure the ability to perform under the terms of the assumption agreements; 3) the fact that the Trusts are not required to maintain any assets that would support such performance; 4) the Trust settlors were not required contractually to fund the Trusts; and 5) The Company does not have the ability to determine the likelihood that the Trusts will meet their obligations. In the event the Trusts are not able to fulfill their obligations, the Company would be responsible for refunding the outstanding balance of the MDL and therefore, recognizes these MDLs on its balance sheet. Though the Trusts initially assumed $181.9 million of MDLs the balance of related MDLs carried on the books of AGC, as of June 30, 2022, has been reduced to an undiscounted nominal value of $115 million through various assignments to third parties and partial membership refunds due to membership transfers. To-date, the Trust has met all of their obligations that have come due for which the Trust assumed responsibility under the Restated Membership Deposit Assumption Agreement. As of June 30, 2022 the Trusts had refunded a total of approximately $ 0.4 million of MDLs, all of which they were obligated to pay under the terms of the assumption agreements.

Other Income (Loss), Net — These items are comprised of the following:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Collateral management fee income, net	$ 33	$ 48	$ 70	$ 104
Insurance proceeds	622	— —	3,424	
Loss on sale of long-lived assets and intangibles	—	(49)	(38)	(64)
Gain on Lease Modification/Termination	(95)	—	(53)	
Other gain (loss)	433	(17)	237	(119)
Other gain (loss), net	$ 993	$ (18)	$ 3,640	$ (79)

(Dollars in tables in thousands, except share data)

Note 3. REVENUES

The majority of the Company's revenue is recognized at the time of sale to customers at the Company's entertainment golf venues and traditional golf properties, including green fees, cart rentals, bay play, events and sales of food, beverages and merchandise. Revenue from membership dues is recognized in the month earned. Membership dues received in advance are included in deferred revenue and recognized as revenue ratably over the appropriate period, which is generally twelve months or less for private club members and the following month for The Players Club members.

The Company's revenue is all generated within the entertainment golf and traditional golf segments. The following tables disaggregate revenue by category: entertainment golf venues, public and private golf properties (owned and leased) and managed golf properties.

	Three Months Ended June 30, 2022						Six Months Ended June 30, 2022					
	Ent. golf venues	Public golf properties	Private golf properties	Managed golf properties (A)	Corporate	Total	Ent. golf venues	Public golf properties	Private golf properties	Managed golf properties (A)	Corporate	Total
Golf operations	$ 7,397	$ 30,741	$ 11,716	$ 17,515	$ 208	$ 67,577	$ 13,827	$ 50,242	$ 26,282	$ 32,117	$ 393	$ 122,861
Sales of food and beverages	8,316	8,612	2,184	—	—	19,112	16,066	12,975	3,769	—	—	32,810
Total revenues	$ 15,713	$ 39,353	$ 13,900	$ 17,515	$ 208	$ 86,689	$ 29,893	$ 63,217	$ 30,051	$ 32,117	$ 393	$ 155,671

	Three Months Ended June 30, 2021						Six Months Ended June 30, 2021					
	Ent. golf venues	Public golf properties	Private golf properties	Managed golf properties (A)	Corporate	Total	Ent. golf venues	Public golf properties	Private golf properties	Managed golf properties (A)	Corporate	Total
Golf operations	$ 5,316	$ 28,693	$ 12,323	$ 15,418	$ —	$ 61,750	$ 8,737	$ 47,866	$ 27,042	$ 31,267	$ —	$ 114,912
Sales of food and beverages	6,273	3,994	1,862	—	—	12,129	11,075	5,849	3,135	—	—	20,059
Total revenues	$ 11,589	$ 32,687	$ 14,185	$ 15,418	$ —	$ 73,879	$ 19,812	$ 53,715	$ 30,177	$ 31,267	$ —	$ 134,971

(A) Includes $15.2 million and $28.2 million for the three and six months ended June 30, 2022, and $12.9 million $26.7 million for the three and six months ended June 30, 2021, respectively, related to management contract reimbursements reported under ASC 606.

Note 4. SEGMENT REPORTING

The Company currently has three reportable segments: (i) entertainment golf, (ii) traditional golf and (iii) corporate. The chief operating decision maker ("CODM") for each segment is the chief executive officer and president, who reviews discrete financial information for each reportable segment to manage the Company, including resource allocation and performance assessment.

The Company's entertainment golf segment, launched in 2018, is comprised of Drive Shack venues that feature tech-enabled hitting bays with in-bay dining, full-service restaurants, bars, and event spaces and Puttery venues that feature indoor putting courses anchored by bars and other social spaces as well as a full-service kitchen that serve to create engaging and fun experiences for guests. As of June 30, 2022, the Company owned or leased four Drive Shack venues across three states which are located in Orlando, Florida; West Palm Beach, Florida; Raleigh, North Carolina; and Richmond, Virginia, and leased three Puttery venues located in The Colony, Texas; Charlotte, North Carolina; and Washington, D.C.

The Company's traditional golf segment is one of the largest operators of golf courses and country clubs in the United States. As of June 30, 2022, the Company owned, leased or managed 53 traditional golf properties across nine states.

The corporate segment consists primarily of investments in loans and securities, interest income on short-term investments, general and administrative expenses as a public company, interest expense on the junior subordinated notes payable (Note 8) and income tax expense (Note 14).

(Dollars in tables in thousands, except share data)

Summary financial data on the Company's segments is given below, together with a reconciliation to the same data for the Company as a whole:

Six Months Ended June 30, 2022	Entertainment Golf	Traditional Golf	Corporate	Total
Revenues				
Golf operations	$ 13,827	$ 108,641	$ 393	$ 122,861
Sales of food and beverages	16,066	16,744	—	32,810
Total revenues	29,893	125,385	393	155,671
Operating costs				
Operating expenses	16,785	103,783	45	120,613
Cost of sales - food and beverages	4,444	4,705	—	9,149
General and administrative expense (A)	4,800	6,817	9,005	20,622
Depreciation and amortization	6,842	5,273	210	12,325
Pre-opening costs (C)	2,685	—	—	2,685
(Gain) Loss on lease terminations and impairment	15,048	(16)	—	15,032
Total operating costs	50,604	120,562	9,260	180,426
Operating income (loss)	(20,711)	4,823	(8,867)	(24,755)
Other income (expenses)				
Interest and investment income	2	41	373	416
Interest expense (D)	(110)	(5,327)	(757)	(6,194)
Other income (loss), net	(16)	3,590	66	3,640
Total other income (expenses)	(124)	(1,696)	(318)	(2,138)
Income tax expense	40	2	1,547	1,589
Net income (loss)	(20,875)	3,125	(10,732)	(28,482)
Less: net loss attributable to NCI	—	—	(81)	(81)
Net loss attributable to the company	(20,875)	3,125	(10,651)	(28,401)
Preferred dividends	—	—	(2,790)	(2,790)
Net income (loss) applicable to common stockholders	$ (20,875)	$ 3,125	$ (13,441)	$ (31,191)

June 30, 2022	Entertainment Golf	Traditional Golf	Corporate	Total
Total assets	$ 196,605	$ 248,672	$ 12,761	$ 458,038
Total liabilities	69,734	325,114	66,189	461,037
Preferred stock	—	—	61,583	61,583
Noncontrolling interest	2,579	—	(514)	2,065
Equity (loss) attributable to common stockholders	$ 124,292	$ (76,442)	$ (114,497)	$ (66,647)
Additions to property and equipment (including finance leases) during the three months ended June 30, 2022	$ 6,276	$ 2,428	$ (86)	$ 8,618

(Dollars in tables in thousands, except share data)

Three Months Ended June 30, 2022	Entertainment Golf	Traditional Golf	Corporate	Total
Revenues				
Golf operations	$ 7,397	$ 59,972	$ 208	$ 67,577
Sales of food and beverages	8,316	10,796	—	19,112
Total revenues	15,713	70,768	208	86,689
Operating costs				
Operating expenses	8,525	56,968	(20)	65,473
Cost of sales - food and beverages	2,701	3,087	—	5,788
General and administrative expense [(A)]	1,074	3,923	6,561	11,558
Depreciation and amortization	3,401	2,629	102	6,132
Pre-opening costs [(C)]	1,938	—	—	1,938
Loss on lease terminations and impairment	2,159	2	—	2,161
Total operating costs	19,798	66,609	6,643	93,050
Operating income (loss)	(4,085)	4,159	(6,435)	(6,361)
Other income (expenses)				
Interest and investment income	2	15	199	216
Interest expense [(D)]	(52)	(3,078)	(417)	(3,547)
Capitalized interest [(D)]	—	—	—	—
Other income (loss), net	—	962	31	993
Total other income (expenses)	(50)	(2,101)	(187)	(2,338)
Income tax expense	8	2	858	868
Net income (loss)	(4,143)	2,056	(7,480)	(9,567)
Less: net loss attributable to NCI	—	—	(134)	(134)
Net loss attributable to the company	(4,143)	2,056	(7,346)	(9,433)
Preferred dividends	—	—	(1,395)	(1,395)
Net income (loss) applicable to common stockholders	$ (4,143)	$ 2,056	$ (8,741)	$ (10,828)

(Dollars in tables in thousands, except share data)

Six Months Ended June 30, 2021	Entertainment Golf	Traditional Golf	Corporate	Total
Revenues				
Golf operations	$ 8,737	$ 106,175	$ —	$ 114,912
Sales of food and beverages	11,075	8,984	—	20,059
Total revenues	19,812	115,159	—	134,971
Operating costs				
Operating expenses	10,679	93,823	2	104,504
Cost of sales - food and beverages	2,530	2,725	—	5,255
General and administrative expense (A)	4,472	5,073	6,095	15,640
General and administrative expense - acquisition and transaction expenses (B)	368	—	4	372
Depreciation and amortization	5,904	6,003	122	12,029
Pre-opening costs (C)	1,344	—	1	1,345
(Gain) Loss on lease terminations and impairment	22	(561)	3,187	2,648
Total operating costs	25,319	107,063	9,411	141,793
Operating loss	(5,507)	8,096	(9,411)	(6,822)
Other income (expenses)				
Interest and investment income	—	36	276	312
Interest expense (D)	(159)	(4,620)	(641)	(5,420)
Capitalized interest (D)	—	28	53	81
Other income (loss), net	—	(176)	97	(79)
Total other income (expenses)	(159)	(4,732)	(215)	(5,106)
Income tax expense	—	—	945	945
Net income (loss)	(5,666)	3,364	(10,571)	(12,873)
Preferred dividends	—	—	(2,790)	(2,790)
Loss applicable to common stockholders	$ (5,666)	$ 3,364	$ (13,361)	$ (15,663)

June 30, 2021	Entertainment Golf	Traditional Golf	Corporate	Total
Total assets	$ 171,386	$ 262,049	$ 62,404	$ 495,839
Total liabilities	47,133	336,894	62,302	446,329
Preferred stock	—	—	61,583	61,583
Equity	$ 124,253	$ (74,845)	$ (61,481)	$ (12,073)
Additions to property and equipment (including finance leases) during the six months ended June 30, 2021	$ 10,903	$ 2,989	$ 375	$ 14,267

(Dollars in tables in thousands, except share data)

Three Months Ended June 30, 2021	Entertainment Golf	Traditional Golf	Corporate	Total
Revenues				
Golf operations	$ 5,316	$ 56,434	$ —	$ 61,750
Sales of food and beverages	6,273	5,856	—	12,129
Total revenues	11,589	62,290	—	73,879
Operating costs				
Operating expenses	5,546	50,087	2	55,635
Cost of sales - food and beverages	1,445	1,706	—	3,151
General and administrative expense (A)	2,274	2,693	2,885	7,852
General and administrative expense - acquisition and transaction expenses (B)	176	—	—	176
Depreciation and amortization	2,952	2,782	50	5,784
Pre-opening costs (C)	788	—	1	789
(Gain) Loss on lease terminations and impairment	—	(561)	—	(561)
Total operating costs	13,181	56,707	2,938	72,826
Operating income (loss)	(1,592)	5,583	(2,938)	1,053
Other income (expenses)				
Interest and investment income	—	16	143	159
Interest expense (D)	(77)	(2,369)	(325)	(2,771)
Capitalized interest (D)	—	20	38	58
Other income (loss), net	—	(62)	44	(18)
Total other income (expenses)	(77)	(2,395)	(100)	(2,572)
Income tax expense	—	—	450	450
Net income (loss)	(1,669)	3,188	(3,488)	(1,969)
Preferred dividends	—	—	(1,395)	(1,395)
Net income (loss) applicable to common stockholders	$ (1,669)	$ 3,188	$ (4,883)	$ (3,364)

(A) General and administrative expenses included severance expenses of $0.2 million and $0.4 million for the three and six months ended June 30, 2022 and $0.1 million and $0.1 million three and six months ended June 30, 2021, respectively.

(B) Acquisition and transaction expenses include costs related to completed and potential acquisitions and transactions and strategic initiatives which may include advisory, legal, accounting and other professional or consulting fees.

(C) Pre-opening costs are expensed as incurred and consist primarily of venue-related marketing expenses, lease expense, employee payroll, travel and related expenses, training costs, food, beverage and other operating expenses incurred prior to opening an entertainment golf venue.

(D) Interest expense included the accretion of membership deposit liabilities in the amount of $2.9 million and $4.9 million for the three and six months ended June 30, 2022 and $2.1 million and $4.1 million three and six months ended June 30, 2021, respectively. Interest expense and capitalized interest are combined in interest expense, net on the Consolidated Statements of Operations.

(Dollars in tables in thousands, except share data)

Note 5. PROPERTY AND EQUIPMENT, NET OF ACCUMULATED DEPRECIATION

The following table summarizes the Company’s property and equipment:

	June 30, 2022			December 31, 2021		
	Gross Carrying Amount	Accumulated Depreciation	Net Carrying Value	Gross Carrying Amount	Accumulated Depreciation	Net Carrying Value
Land	$ 6,770	$ —	$ 6,770	$ 6,770	$ —	$ 6,770
Buildings and improvements	162,689	(51,334)	111,355	155,086	(46,399)	108,687
Furniture, fixtures and equipment	61,063	(33,085)	27,978	56,809	(28,821)	27,988
Finance leases - equipment	27,788	(14,766)	13,022	29,886	(15,602)	14,284
Construction in progress	22,001	—	22,001	21,531	—	21,531
Total Property and Equipment	$ 280,311	$ (99,185)	$ 181,126	$ 270,082	$ (90,822)	$ 179,260

Note 6. LEASES

The Company's commitments under lease arrangements are primarily leases for entertainment golf venues and traditional golf properties and related facilities, office leases and leases for golf carts and equipment. The majority of lease terms for our entertainment golf venues and traditional golf properties and related facilities initially range from 10 to 20 years and include up to eight 5-year renewal options. In addition to minimum payments, certain leases require payment of the excess of various percentages of gross revenue or net operating income over the minimum rental payments. The leases generally require the payment of taxes assessed against the leased property and the cost of insurance and maintenance. Certain leases include scheduled increases or decreases in minimum rental payments at various times during the term of the lease. During the three months ended June 30, 2022, the Company commenced one new lease for entertainment golf venues. Right-of-use assets of $3.8 million and lease liabilities of $5.2 million related to the lease is included on the Consolidated Balance Sheet as of and for the six months ended June 30, 2022. During the six months ended June 30, 2022, the Company commenced three new leases for entertainment golf venues. Right-of-use assets of $24.8 million and lease liabilities of $27.2 million related to these leases are included on the Consolidated Balance Sheet as of and for the six months ended June 30, 2022.

Note 7. INTANGIBLES, NET OF ACCUMULATED AMORTIZATION

The following table summarizes the Company’s intangible assets:

	June 30, 2022			December 31, 2021		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Trade name	$ 721	$ (198)	$ 523	$ 721	$ (187)	$ 534
Management contracts	28,913	(18,715)	10,198	28,913	(17,960)	10,953
Internally-developed software	1,217	(980)	237	417	(143)	274
Membership base	4,012	(3,333)	679	4,012	(3,304)	708
Non-amortizable liquor licenses	1,469	—	1,469	961	—	961
Total Intangibles	$ 36,332	$ (23,226)	$ 13,106	$ 35,024	$ (21,594)	$ 13,430

(Dollars in tables in thousands, except share data)

Note 8. DEBT

The following table presents certain information regarding the Company's debt obligations at June 30, 2022 and December 31, 2021:

		June 30, 2022							December 31, 2021	
Debt Obligation/Collateral	Month Issued	Outstanding Face Amount	Carrying Value	Final Stated Maturity	Weighted Average Coupon	Weighted Average Funding Cost (A)	Weighted Average Life (Years)	Face Amount of Floating Rate Debt	Outstanding Face Amount	Carrying Value
Credit Facilities and Finance Leases										
Vineyard II	Dec 1993	$ 200	$ 200	Dec 2043	1.79%	3.54 %	21.5	$ —	$ 200	$ 200
Finance leases (Equipment)	Jul 2014 - Jun 2022	12,699	12,699	Jul 2022 - Aug 2027	3.95% to 8.65%	5.69 %	3.4	—	14,275	14,275
		12,899	12,899			5.72 %	3.8	—	14,475	14,475
Less current portion of obligations under finance leases		5,023	5,023						5,400	5,400
Credit facilities and obligations under finance leases - noncurrent		7,875	7,875						9,075	9,075
Corporate										
Junior subordinated notes payable (B)	Mar 2006	51,004	51,169	Apr 2035	LIBOR+2.25%	3.54 %	10.59	51,004	51,004	51,174
Total debt obligations		$ 63,903	$ 64,068			3.96 %	9.2	$ 51,004	$ 65,479	$ 65,649

(A) Including the effect of deferred financing costs.
(B) Collateral for this obligation is the Company's general credit.

Note 9. REAL ESTATE SECURITIES

The following is a summary of the Company's real estate securities at June 30, 2022, which are classified as available-for-sale and are, therefore, reported at fair value with changes in fair value recorded in other comprehensive income, except for securities that are other-than-temporarily impaired.

		Amortized Cost Basis			Gross Unrealized				Weighted Average				
Asset Type	Outstanding Face Amount	Other-Than-Temporary Impairment	(Discount) Premium	After Impairment and (Discount) Premium	Gains	Losses	Carrying Value (A)	Number of Securities	Rating (B)	Coupon	Yield	Life (Years) (C)	Principal Subordination (D)
June 30, 2022													
ABS - Non-Agency RMBS (E)	$ 4,000	$ (1,521)	$ 197	$ 2,676	$ 170	$ —	$ 2,846	1	CCC	1.59 %	29.16 %	0.08	— %
December 31, 2021													
ABS - Non-Agency RMBS (E)	$ 4,000	$ (1,521)	$ (156)	$ 2,323	$ 1,163	$ —	$ 3,486	1	CCC	0.68 %	29.16 %	1.6	67.4 %

(A) See Note 10 regarding the estimation of fair value, which is equal to carrying value for all securities.
(B) Represents the weighted average of the ratings of all securities in each asset type, expressed as an S&P equivalent rating. For each security rated by multiple rating agencies, the lowest rating is used. Ratings provided were determined by third-party rating agencies, represent the most recent credit ratings available as of the reporting date and may not be current.
(C) The weighted average life is based on the timing of expected cash flows on the assets.
(D) Percentage of the outstanding face amount of securities and residual interests that is subordinate to the Company's investment.
(E) The ABS - Non-Agency RMBS is a floating rate security and the collateral securing it is located in various geographic regions in the United States. The Company does not have significant investments in any one geographic region.

The Company had no securities in an unrealized loss position as of June 30, 2022.

(Dollars in tables in thousands, except share data)

Note 10. FAIR VALUE OF FINANCIAL INSTRUMENTS

Fair Value Summary Table

The following table summarizes the carrying values and estimated fair values of the Company's financial instruments at June 30, 2022:

	June 30, 2022			December 31, 2021	
	Carrying Value	Estimated Fair Value	Fair Value Method (A)	Carrying Value	Estimated Fair Value
Assets					
Real estate securities, available-for-sale	$ 2,846	$ 2,846	Pricing models - Level 3	$ 3,486	$ 3,486
Cash and cash equivalents	22,685	22,685		58,286	58,286
Restricted cash, current and noncurrent	4,359	4,359		4,278	4,278
Liabilities					
Junior subordinated notes payable	$ 51,169	$ 27,388	Pricing models - Level 3	$ 51,174	$ 27,625

(A) Pricing models are used for (i) real estate securities that are not traded in an active market, and, therefore, have little or no price transparency, and for which significant unobservable inputs must be used in estimating fair value, or (ii) debt obligations which are private and not traded.

Fair Value Measurements

The fair value of financial instruments is categorized based on the priority of the inputs to the valuation technique and categorized into a three-level fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The Company follows this hierarchy for its financial instruments measured at fair value.

Level 1 - Quoted prices in active markets for identical instruments.
Level 2 - Valuations based principally on observable market parameters, including:
- quoted prices for similar assets or liabilities in active markets, inputs other than quoted prices that are observable for the asset or liability (such as interest rates and yield curves observable at commonly quoted intervals, implied volatilities and credit spreads), and
- market corroborated inputs (derived principally from or corroborated by observable market data).

Level 3 - Valuations determined using unobservable inputs that are supported by little or no market activity, and that are significant to the overall fair value measurement.

The Company's real estate securities and debt obligations are currently not traded in active markets and therefore have little or no price transparency. As a result, the Company has estimated the fair value of these illiquid instruments based on internal pricing models subject to the Company's controls described below.
With respect to fair value estimates generated based on the Company's internal pricing models, the Company's management validates the inputs and outputs of the internal pricing models by comparing them to available independent third-party market parameters and models, where available, for reasonableness. The Company believes its valuation methods and the assumptions used are appropriate and consistent with those of other market participants.

Fair value measurements categorized within Level 3 are sensitive to changes in the assumptions or methodologies used to determine fair value and such changes could result in a significant increase or decrease in the fair value. For the Company's investments in real estate securities categorized within Level 3 of the fair value hierarchy, the significant unobservable inputs include the discount rates, assumptions relating to prepayments, default rates and loss severities.

(Dollars in tables in thousands, except share data)

Significant Unobservable Inputs

The following table provides quantitative information regarding the significant unobservable inputs used by the Company for assets and liabilities measured at fair value on a recurring basis as of June 30, 2022:

			Weighted Average Significant Input			
Asset Type	Amortized Cost Basis	Fair Value	Discount Rate	Prepayment Speed	Cumulative Default Rate	Loss Severity
ABS - Non-Agency RMBS	$ 2,676	$ 2,846	13.0 %	7.5 %	3.0 %	65.0 %

All of the inputs used have some degree of market observability, based on the Company's knowledge of the market, relationships with market participants, and use of common market data sources. Collateral prepayment, default and loss severity projections are in the form of "curves" or "vectors" that vary for each monthly collateral cash flow projection. Methods used to develop these projections vary by asset class but conform to industry conventions. The Company uses assumptions that generate its best estimate of future cash flows of each respective security.

Real estate securities measured at fair value on a recurring basis using Level 3 inputs changed during the six months ended June 30, 2022 as follows:

	ABS - Non-Agency RMBS
Balance at December 31, 2021	$ 3,486
Total gains (losses) (A)	
Included in other comprehensive income (loss)	(993)
Amortization included in interest income	362
Proceeds	(9)
Balance at June 30, 2022	$ 2,846

(A) None of the gains (losses) recorded in earnings during the period is attributable to the change in unrealized gains (losses) relating to Level 3 assets still held at the reporting date. There were no purchases or sales during the six months ended June 30, 2022. There were no transfers into or out of Level 3 during the six months ended June 30, 2022.

Liabilities for Which Fair Value is Only Disclosed

The following table summarizes the level of the fair value hierarchy, valuation techniques and inputs used for estimating each class of liabilities not measured at fair value in the statement of financial position but for which fair value is disclosed:

Type of Liabilities Not Measured At Fair Value for Which Fair Value Is Disclosed	**Fair Value Hierarchy**	**Valuation Techniques and Significant Inputs**
Junior subordinated notes payable	Level 3	Valuation technique is based on discounted cash flows. Significant inputs include: ● Amount and timing of expected future cash flows ● Interest rates ● Market yields and the credit spread of the Company

(Dollars in tables in thousands, except share data)

Note 11. EQUITY AND EARNINGS PER SHARE

Earnings per Share

The Company is required to present both basic and diluted earnings per share (“EPS”). The following table shows the amounts used in computing basic and diluted EPS:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Numerator for basic and diluted earnings per share:				
Loss from continuing operations after preferred dividends	$ (10,828)	$ (3,364)	$ (31,191)	$ (15,663)
Loss Applicable to Common Stockholders	$ (10,828)	$ (3,364)	$ (31,191)	$ (15,663)
Denominator:				
Denominator for basic earnings per share - weighted average shares	92,378,928	92,065,615	92,316,851	87,338,509
Effect of dilutive securities				
Options	—	—	—	—
RSUs	—	—	—	—
Denominator for diluted earnings per share - adjusted weighted average shares	92,378,928	92,065,615	92,316,851	87,338,509
Basic earnings per share:				
Loss from continuing operations per share of common stock after preferred dividends	$ (0.12)	$ (0.04)	$ (0.34)	$ (0.18)
Loss Applicable to Common Stock, per share	$ (0.12)	$ (0.04)	$ (0.34)	$ (0.18)
Diluted earnings per share:				
Loss from continuing operations per share of common stock after preferred dividends	$ (0.12)	$ (0.04)	$ (0.34)	$ (0.18)
Loss Applicable to Common Stock, per share	$ (0.12)	$ (0.04)	$ (0.34)	$ (0.18)

Basic EPS is calculated by dividing net income (loss) applicable to common stockholders by the weighted average number of shares of common stock outstanding during each period. Diluted EPS is calculated by dividing net income (loss) applicable to common stockholders by the weighted average number of shares of common stock outstanding plus the additional dilutive effect of dilutive securities during each period. The Company’s dilutive securities are its options and RSUs. Based on the treasury stock method, the Company had 100,659 and 75,829 potentially dilutive securities during the three and six months ended June 30, 2022, respectively and1,253,675 potentially dilutive securities during the three and six months ended June 30, 2021, which were excluded due to the Company's loss position. Net loss applicable to common stockholders is equal to net loss less preferred dividends.

(Dollars in tables in thousands, except share data)

Stock Options

The following is a summary of the changes in the Company's outstanding options for the six months ended June 30, 2022:

	Number of Options	Weighted Average Strike Price	Weighted Average Life Remaining (in years)
Balance at December 31, 2021	3,582,548	$ 3.17	
Balance at June 30, 2022	3,582,548	$ 3.17	1.1
Exercisable at June 30, 2022	3,167,044	$ 3.09	1.1

As of June 30, 2022, the Company's outstanding options were summarized as follows:

	Number of Options
Held by a former Manager	3,167,044
Granted to the former Manager and subsequently transferred to certain Manager's employees (A)	415,504
Total	3,582,548

(A) The Company and a former manager (the "Manager") agreed that options held by certain employees formerly employed by that Manager will not terminate or be forfeited as a result of the Termination and Cooperation Agreement, and the vesting of such options will relate to the relevant holder's employment with the Company and its affiliates following January 1, 2018. In both February 2017 and April 2018, the former Manager issued 1,152,495 options to certain employees formerly employed by the Manager as part of their compensation. The options fully vest and are exercisable one year prior to the option expiration date, beginning March 2020 through January 2024.

Stock-based compensation expense is recognized on a straight-line basis through the vesting date of the options. Stock-based compensation expense related to the employee options was $0.1 million and $0.2 million during the three and six months ended June 30, 2022, and $0.2 million and $0.4 million during the three and six months ended June 30, 2021, respectively, and is recorded in general and administrative expense on the Consolidated Statements of Operations. During the six months ended June 30, 2022, the Company reversed $0.6 million in stock compensation expense related to certain previously issued options. The unrecognized stock-based compensation expense related to the unvested options was $0.2 million as of June 30, 2022 and will be expensed over a weighted average of1.0 year.

Restricted Stock Units (RSUs)

The following is a summary of the changes in the Company's RSUs for the six months ended June 30, 2022.

	Number of RSUs	Weighted Average Grant Date Fair Value (per unit)
Balance at December 31, 2021	193,190	$ 2.2
Vested	(23,605)	$ 4.66
Forfeited (A)	(8,047)	$ 4.66
Balance at June 30, 2022	161,538	$ 1.71

(A) Unvested RSUs are forfeited by non-employee directors upon their departure from the board of directors and generally forfeited by employees upon their termination.

The Company grants RSUs to the non-employee directors as part of their annual compensation. The RSUs are subject to aone-year vesting period. During the six months ended June 30, 2022, the Company granted no RSUs to non-employee directors and 87,757 RSUs granted to non-employee directors vested. The Company also grants RSUs to employees as part of their annual compensation. The RSUs vest in equal annual installments on each of the first three anniversaries of the grant date. During the six months ended June 30, 2022, the Company did not grant RSUs to employees and 23,605 RSUs granted to employees vested. Stock-based compensation expense is recognized on a straight-line basis through the vesting date of the RSUs. Stock-based compensation expense related to RSUs was $0.1 million and $0.1 million for the six months ended June 30, 2022 and $0.1 million and $0.2 million for three and six months ended June 30, 2021, respectively. Stock-based compensation expense is recorded in general and administrative expense on the Consolidated Statements of Operations. During the six months ended June 30, 2022, the Company reversed $0.3 million in stock compensation expense related to certain previosuly issued RSUs. The unrecognized stock-based compensation expense related to the unvested RSUs was $0.1 million as of June 30, 2022 and will be expensed over a weighted average period of 0.3 years.

Preferred Stock

Dividends totaling $1.4 million were paid on January 31, 2022 to holders of record of preferred stock on January 1, 2022, in an amount equal to $0.609375, $0.503125 and $0.523438 per share on the 9.750% Series B, 8.050% Series C and 8.375% Series D preferred stock, respectively.

Dividends totaling $1.4 million were paid on May 2, 2022 to holders of record of preferred stock on April 1, 2022, in an amount equal to $0.609375, $0.503125 and $0.523438 per share on the 9.750% Series B, 8.050% Series C and 8.375% Series D preferred stock, respectively.

On May 1, 2022, the Board of Directors of the Company declared dividends on the Company's preferred stock for the period beginning May 1, 2022 and ending July 31, 2022. The dividends are payable on August 1, 2022, to holders of record of preferred stock on July 1, 2022, in an amount equal to $0.609375, $0.503125 and $0.523438 per share on the 9.750% Series B, 8.050% Series C and 8.375% Series D preferred stock, respectively.

On August 2, 2022, the Board of Directors of the Company declared dividends on the Company's preferred stock for the period beginning August 1, 2022 and ending October 31, 2022. The dividends are payable on October 31, 2022, to holders of record of preferred stock on October 3, 2022, in an amount equal to $0.609375, $0.503125 and $0.523438 per share on the 9.750% Series B, 8.050% Series C and 8.375% Series D preferred stock, respectively. As of June 30, 2022, $5.6 million of dividends on the Company's cumulative preferred stock were unpaid and in arrears.

Noncontrolling Interest

On July 12, 2021, the Company entered into an investment agreement among the Company and Symphony Ventures, which we refer to as Symphony, a company organized under the laws of Ireland, in which the Company agreed to sell to Symphony 10% of the partnership interests in each of the wholly owned subsidiary limited partnerships, which we refer to as "SLPs", formed by the Company to hold each of the Company's Puttery venues, in exchange for an amount in cash equal to 10% of the total cost to build the Puttery venue owned by such SLP. Symphony's purchase price in each such SLP will be fully committed on the date the certificate of occupancy for the Puttery venue is received, up to a total commitment of $10 million. We control through a wholly owned subsidiary all general partnership interests and 90% of the limited partnership interests in the SLP, thus retaining all rights, powers and authority that govern the partnership and, as a result, we consolidate the financial results of this SLP, and report the noncontrolling interest representing the economic interest in the SLP held by Symphony. Currently the Company and Symphony are party to three SLPs, for the Puttery locations in The Colony, Texas, Charlotte, North Carolina, and Washington, D.C.

Tax Benefits Preservation Plan

On May 17, 2022, Drive Shack Inc. (the "Company") entered into a Tax Benefits Preservation Plan (the "Plan") with American Stock Transfer & Trust Company, LLC, as rights agent (the "Rights Agent"), and the disinterested members of the Board of Directors (the "Board") of the Company declared a dividend distribution of one right (a "Right") for each outstanding share of common stock, par value $0.01 per share, of the Company (the "Common Stock") to stockholders of record at the close of business on May 27, 2022 (the "Record Date"). Each Right is governed by the terms of the Plan and entitles the registered holder to purchase from the Company a unit consisting of one one-thousandth of a share (a "Unit") of Series E Junior Participating Preferred Stock, par value $0.01 per share (the "Series E Preferred Stock"), at a purchase price of $7.50 per Unit, subject to adjustment (the "Purchase Price"). The Plan is intended to help protect the Company's ability to use its tax net operating losses and certain other tax assets ("Tax Benefits") by deterring an "ownership change" as defined under Section 382 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (the "Code").

Note 12. TRANSACTIONS WITH AFFILIATES AND AFFILIATED ENTITIES

Agreements with the Former Manager

At June 30, 2022, the Manager, through its affiliates, and principals of the Manager, owned9.0 million shares of the Company's common stock and Fortress, through its affiliates, had options relating to an additional 3.2 million shares of the Company's common stock (Note 11).

Note 13. COMMITMENTS AND CONTINGENCIES

Litigation - The Company is and may become, from time to time, involved in legal actions in the ordinary course of business, including governmental and administrative investigations, inquiries and proceedings concerning employment, labor, environmental, personal injury and other claims. Although management is unable to predict with certainty the eventual outcome of any legal action, management believes the ultimate liability arising from such actions, individually and in the aggregate, which existed at June 30, 2022, will not materially affect the Company's consolidated results of operations, financial position or cash flow. Given the inherent unpredictability of these types of proceedings, however, it is possible that future adverse outcomes could have a material effect on our financial results.

Environmental Costs — As a commercial real estate owner, the Company is subject to potential environmental costs. At June 30, 2022, management of the Company is not aware of any environmental concerns that would have a material adverse effect on the Company's consolidated financial position or results of operations.

Surety Bonds — The Company is required to maintain bonds under certain third-party agreements, as requested by certain utility providers, and under the rules and regulations of licensing authorities and other governmental agencies. The Company had bonds outstanding of approximately $0.9 million as of June 30, 2022.

Month-to-Month Leases — The traditional golf segment hasfour month-to-month property leases which are cancellable by the parties with30 days written notice. The traditional golf segment also has various month-to-month operating leases for carts and equipment. Lease expense is recorded in short-term lease cost as disclosed in Note 6.

Membership Deposit Liability — In the traditional golf business, until 2021 private country club members generally paid an advance initiation deposit upon their acceptance as a member to the respective country club. Initiation deposits are refundable 30 years after the date of acceptance as a member. As of June 30, 2022, the total nominal value of initiation fee deposits was approximately $249.3 million with annual maturities through 2051.

In 2002 American Golf Corporation ("AGC"), when it was owned by a previous owner, entered into a Restated Membership Deposit Assumption Agreement, with two trusts established by a previous owner of AGC (the "Trusts") under which the Trusts agreed to unconditionally assume the obligations of AGC to refund certain membership deposit liabilities ("MDLs") in exchange for shares in AGC. The MDLs assumed were refundable 30 years from the date of acceptance of the member with the first liabilities assumed by the Trusts becoming refundable in 2020. The total redemption value of membership deposit liabilities assumed by the Trusts was $181.9 million. No asset was recorded at the time of our acquisition of AGC in recognition of this assumption agreement for the $181.9 million of liabilities assumed by the Trusts for the following reasons. 1) the substantial time period between the assumption of the liabilities and the first liabilities becoming refundable; 2) the inability of AGC to verify and monitor the assets of the Trusts to ensure the ability to perform under the terms of the assumption agreements; 3) the fact that the Trusts are not required to maintain any assets that would support such performance; 4) the Trust settlors were not required contractually to fund the Trusts; and 5) The Company does not have the ability to determine the likelihood that the Trusts will meet their obligations. In the event the Trusts are not able to fulfill their obligations, the Company would be responsible for refunding the outstanding balance of the MDL and therefore, recognizes these MDLs on its balance sheet. Though the Trusts initially assumed $l81.9 million of MDLs the balance of related MDLs carried on the books of AGC, as of June 30, 2022, has been reduced to an undiscounted nominal value of $115 million through various assignments to third parties and partial membership refunds due to membership transfers. To-date, the Trust has met all of their obligations that have come due for which the Trust assumed responsibility under the Restated Membership Deposit Assumption Agreement. As of June 30, 2022 the Trusts had refunded a total of approximately $0.4 million of MDLs under the terms of the assumption agreements.

(Dollars in tables in thousands, except share data)

Restricted Cash — Approximately $4.1 million of restricted cash at June 30, 2022 is used as credit enhancement for traditional golf's obligations related to the performance of lease agreements and certain insurance claims.

Commitments - As of June 30, 2022, the Company has additional operating leases that have not yet commenced of $73.2 million. The leases are expected to commence over the next 12 months with initial lease terms of approximately 10 years. These leases are primarily real estate leases for future entertainment golf venues.

Preferred Dividends in Arrears - As of June 30, 2022, $5.6 million of dividends on the Company's cumulative preferred stock were unpaid and in arrears.

Note 14. INCOME TAXES

The Company's income tax provision (benefit) for interim periods is determined using an estimate of the Company's annual effective tax rate, adjusted for discrete items, if any, that are taken into account in the relevant period.

The Company's income tax provision was $0.9 million and $1.6 million for the three and six months ended June 30, 2022, respectively, and $0.5 million and $0.9 million for the three and six months ended June 30, 2021, respectively.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which temporary differences become deductible.

The Company recorded a valuation allowance against its deferred tax assets as of June 30, 2022 as management does not believe that it is more likely than not that the deferred tax assets will be realized.

The Company and its subsidiaries file U.S. federal and state income tax returns in various jurisdictions. As of June 30, 2022, the Company is currently not subject to examination by the IRS for any open tax years and is currently under examination in Idaho for open tax years 2017 and after.

At June 30, 2022 and December 31, 2021, the Company reported a total liability for unrecognized tax benefits of $0.7 million. The Company does not anticipate any significant increases or decreases to the balance of unrecognized tax benefits during the next 12 months.

Note 15. IMPAIRMENT

The following table summarizes the amounts the Company recorded in the Consolidated Statements of Operations:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
(Gain) loss on lease terminations	$ 2,161	$ (655)	$ 2,196	$ (655)
Loss on corporate office assets (held-for-use)	—	—	—	3,303
Impairment on entertainment golf properties	—	—	12,854	—
Other (gains) loss	—	94	(18)	—
Total loss on impairment	$ 2,161	$ (561)	$ 15,032	$ 2,648

During the six months ended June 30, 2022 , the Company recorded impairment charges of $11.3 million related to construction in progress assets for its Drive Shack New Orleans venue as the Company determined that it will not restart construction of the venue. The assets consist primarily of a partially constructed, unfinished building and parking lot. During the second quarter of 2022, the Company entered into a termination agreement to terminate the underlying ground lease for the site. The Company recorded a $2.2 million loss on lease terminations related to the Drive Shack New Orleans venue.

During the six months ended June 30, 2022, the Company recorded impairment charges of $1.6 million related to certain assets acquired for our Puttery venues in Charlotte, North Carolina; Miami, Florida; and Washington, DC. The assets consisted of gameplay tracking cameras and supporting hardware and software for our venues. The Company has determined that it will not utilize the devices and they will therefore not be installed. The Company is unable to recover the cost of the devices and the impairment charge represents the full value of the equipment.

During the six months ended June 30, 2021, the Company recorded impairment charges of $3.3 million related to right-of-use and other lease related assets of our former headquarters office in New York given the relocation of the Company's headquarters to Dallas, TX. This included impairment of leasehold improvements of $ 0.3 million, furniture fixtures, and equipment of $0.6 million, and ROU assets of $2.3 million. The Company evaluated the recoverability of the carrying value of these assets using the income approach based on future assumptions of cash flows. The development of discounted cash flow models used to estimate the fair value of the asset groups required the application of significant judgement in determining market participant assumptions, including the projected sublease income over the remaining lease terms, expected downtime prior to the commencement of future subleases, expected lease incentives offered to future tenants, and discount rates that reflected the level of risk associated with these future cash flows. As the fair value inputs utilized are unobservable, the Company determined that the significant inputs used to value these properties fall within Level 3 for fair value reporting.

During the three months ended June 30, 2021, the Company recorded other losses totaling $0.1 million on retirement of other traditional golf assets.

Note 16. SUBSEQUENT EVENTS

The Company has evaluated subsequent events through the filing of this Quarterly Report on Form 10-Q, and determined that there have been no events that have occurred that would require adjustments to our disclosures in the consolidated financial statements.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's discussion and analysis of financial condition and results of operations is intended to help the reader understand the results of operations and financial condition of Drive Shack Inc., which is referred to, together with its subsidiaries, as Drive Shack Inc. or the Company. The following should be read in conjunction with the unaudited Consolidated Financial Statements and notes thereto and with Part II, Item 1A. "Risk Factors" of this report and Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2021.

This discussion contains certain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are generally identifiable by use of forward-looking terminology such as "may," "will," "should," "potential," "intend," "expect," "endeavor," "seek," "anticipate," "estimate," "overestimate," "underestimate," "believe," "could," "project," "forecast," "predict," "continue" or other similar words or expressions. Forward-looking statements are based on certain assumptions, discuss future expectations, describe future plans and strategies, contain projections of results of operations or of financial condition or state other forward-looking information. Our ability to predict results or the actual outcome of future plans or strategies is inherently uncertain. Although we believe that the expectations reflected in such forward-looking statements are based on reasonable assumptions, our actual results and performance could differ materially from those set forth in the forward-looking statements. These forward-looking statements involve risks, uncertainties and other factors that may cause our actual results in future periods to differ materially from forecasted results, including those set forth in the section entitled "Risk Factors" in this report, our Annual Report on Form 10-K filed with the SEC on March 18, 2022 and in our other quarterly or current reports as filed with or furnished to the SEC. We disclaim any intent or obligation to update these forward-looking statements.

GENERAL

Business Overview

The Company is an owner and operator of golf-related leisure and entertainment venues focused on bringing people together through competitive socializing.

The Company conducts its business through two primary operating segments:

- **Entertainment golf | *Drive Shack and Puttery***

  Our entertainment golf business is primarily focused on competitive socializing within the leisure and social entertainment industry, combining chef-inspired food and beverage offerings, with innovative technology modernizing ways to experience golf as a sport and form of entertainment that appeals to a broad range of audiences and competitive appetites.

  We opened our first Drive Shack venue in Orlando, Florida in April 2018, which largely served as our research and development and testing venue. During the second half of 2019, we opened three Generation 2.0 Drive Shack venues in Raleigh, North Carolina; Richmond, Virginia and West Palm Beach, Florida.

  Additionally, the Company is committed to a lease in Manhattan (Randall's Island), New York for a Drive Shack entertainment golf venues.

  The Company launched its first Puttery venue in September 2021 in The Colony, Texas, its second venue in Charlotte, North Carolina in mid-December 2021, and its third location in Washington D.C. in June 2022 and as of June 30, 2022, the Company operated these three leased Puttery venues. The Company is committed to eight additional Puttery leases for venues in Miami, Houston, Chicago, Pittsburgh, New York City (Manhattan), Kansas City, Philadelphia, and Minneapolis. Puttery venues are indoor venues typically located in urban and suburban dining and entertainment districts.

- **Traditional golf | *American Golf***

  The Company's traditional golf segment is one of the largest operators of traditional golf properties in the United States. As of June 30, 2022, the Company owned, leased or managed fifty-three (53) traditional golf properties across nine states with over 42,572 members and over 1,669,665 rounds played at our properties during the six months ended June 30, 2022.

Growth Strategy

We believe Drive Shack Inc. is the only company comprised of a truly integrated portfolio of both entertainment and traditional golf businesses, which provides us with a unique opportunity to unlock top site locations by leveraging the operational experiences and municipal relationships developed by our traditional golf business. The Company strives to forward innovate and revolutionize next generation experiences. In September 2021, the Company launched Puttery, its newest competitive indoor socializing and entertainment platform.

We expect Puttery to expand our business by diversifying our experiential offerings with an adult-focused modern spin onputting through innovative technology featuring a series of indoor putting courses anchored by bars and other social spaces that will serve to create engaging and fun experiences for our guests. Our Puttery venues require much less space than a Drive Shack venue at approximately 15,000 - 20,000 square feet of indoor new or existing retail space. Puttery expands store potential by hundreds of markets due to the vast availability of real estate, shorter development timelines, less capital risk and higher development yields. We believe that advanced data and demographic analytics will allow us to strategically evaluate and develop a robust pipeline of target sites in prioritized markets across the United States. As we look to further grow our Puttery brand, the smaller format offers us the opportunity to improve investment returns and take advantage of the vast availability of retail space at favorable rates.

As we build our brand through the existing operation of Drive Shack locations and new Puttery locations, we confirm support in this growing industry. We believe there is significant opportunity to capture market share given the industry disruption from the COVID-19 pandemic and the structural decline of dated businesses, coupled with the rising demand for social and interactive entertainment options. We have strategically aligned our Drive Shack and Puttery businesses to provide competitive, social and interactive experiences to capitalize on this unique and timely opportunity, as we feel other entertainment concepts in our industry have failed to address the shift in consumer preferences. There are a variety of consumers who seek out active socializing options. We will use data and testing to understand unique drivers, test consumer behaviors, and understand spending habits, seeking to optimize the most effective way to target, acquire, and retain consumers.

In addition to our first three Puttery locations in The Colony, Charlotte, and Washington D.C., we currently have executed lease agreements with landlords to develop additional locations in Miami, Chicago, Houston, Pittsburgh, Philadelphia, New York City (Manhattan), and Kansas City. We continuously analyze the performance of our first three locations and adjustments will be made, if necessary, to further refine our operational and financial models as we expand our Puttery national footprint. We plan to open seven locations during 2022 and expect to end the year with a total of nine Puttery venues in operation.

Notable Operational Results

During the second quarter, our traditional golf properties generated revenue of $70.8 million, our Drive Shack venues generated revenue of $11.2 million, and our newest brand, Puttery, generated revenue of $4.5 million.

RESULTS OF OPERATIONS

The following tables summarize our results of operations for the three and six months ended June 30, 2022 and 2021:

	Three Months Ended June 30,		Increase (Decrease)	
(dollar amounts in thousands)	2022	2021	Amount	%
Revenues				
Golf operations (A)	$ 67,577	$ 61,750	$ 5,827	9.4 %
Sales of food and beverages	19,112	12,129	6,983	57.6 %
Total revenues	86,689	73,879	12,810	17.3 %
Operating costs				
Operating expenses (A)	65,473	55,635	9,838	17.7 %
Cost of sales - food and beverages	5,788	3,151	2,637	83.7 %
General and administrative expense	11,558	8,028	3,530	44.0 %
Depreciation and amortization	6,132	5,784	348	6.0 %
Pre-opening costs	1,938	789	1,149	145.6
(Gain) loss on lease terminations and impairment	2,161	(561)	2,722	(485.2)%
Total operating costs	93,050	72,826	20,224	27.8 %
Operating gain (loss)	(6,361)	1,053	7,414	(704.1)%
Other income (expenses)				
Interest and investment income	216	159	57	35.8 %
Interest expense, net	(3,547)	(2,713)	834	30.7 %
Other income (loss), net	993	(18)	1,011	5,616.7 %
Total other income (expenses)	(2,338)	(2,572)	234	9.1 %
Loss before income tax	$ (8,699)	$ (1,519)	$ 7,180	472.7 %

	Six Months Ended June 30,		Increase (Decrease)	
(dollar amounts in thousands)	2022	2021	Amount	%
Revenues				
Golf operations (A)	122,861	114,912	7,949	6.9 %
Sales of food and beverages	32,810	20,059	12,751	63.6 %
Total revenues	155,671	134,971	20,700	15.3 %
Operating costs			0	
Operating expenses (A)	120,613	104,504	16,109	15.4 %
Cost of sales - food and beverages	9,149	5,255	3,894	74.1 %
General and administrative expense	20,622	16,012	4,610	28.8 %
Depreciation and amortization	12,325	12,029	296	2.5 %
Pre-opening costs	2,685	1,345	1,340	99.6 %
(Gain) loss on lease terminations and impairment	15,032	2,648	12,384	467.7 %
Realized and unrealized (gain) on investments	—	—	—	
Total operating costs	180,426	141,793	38,633	27.2 %
Operating loss	(24,755)	(6,822)	17,933	262.9 %
Other income (expenses)				
Interest and investment income	416	312	104	33.3 %
Interest expense, net	(6,194)	(5,339)	855	16.0 %
Gain (loss) on extinguishment of debt	—	—	—	
Other income (loss), net	3,640	(79)	3,719	4,707.6 %
Total other income (expenses)	(2,138)	(5,106)	2,968	58.1 %
Loss before income tax	$ (26,893)	$ (11,928)	$ 14,965	125.5 %

(A) Includes $15.2 million and $28.2 million for the three and six months ended June 30, 2022, and $12.9 million and $26.7 million for the three and six months ended June 30, 2021, respectively, related to management contract reimbursements reported under ASC 606.

Revenues from Golf Operations

Revenues from golf operations comprise principally of: (1) daily green fees, golf cart rentals, and The Player's Club membership dues at American Golf's public properties, (2) initiation fees, membership dues and guest fees at American Golf's private properties, (3) management fees and reimbursed operating expenses at American Golf's managed courses and (4) bay play and game play at Drive Shack and Puttery locations.

Given the discretionary nature of our products, trends in consumer spending will impact our revenue from golf operations on a quarter-by-quarter basis and, particularly in traditional golf as an outdoor activity, and seasonal weather patterns have a significant impact.

	Three Months Ended		Increase (Decrease)	
(dollar amounts in thousands)	June 30, 2022	June 30, 2021	Amount	%
Golf operations	$ 67,577	$ 61,750	$ 5,827	9.4 %
Percentage of total revenue	*78.0 %*	*83.6 %*		

Revenues from golf operations increased by $5.8 million primarily due to a $2.2 million increase in entertainment venues as compared to the prior period. Increased event and bay play at our entertainment venues and the full operation during the quarter of our Puttery locations in The Colony, Texas and Charlotte, North Carolina. Traditional golf increased by $3.6 million during the same period due to an increase in events as compared to prior year due to COVID restrictions being lifted.

	Six Months Ended June 30,		Increase (Decrease)	
(dollar amounts in thousands)	June 30, 2022	June 30, 2021	Amount	%
Golf operations	$ 122,861	$ 114,912	$ 7,949	6.9 %
Percentage of total revenue	78.9 %	85.1 %		

Revenues from golf operations increased by $7.9 million primarily due to increased event and bay play at our entertainment venues and the full operation during the quarter of our Puttery locations in The Colony, Texas and Charlotte, North Carolina. Traditional golf increase during the same period due to less COVID restrictions in place as compared to prior period.

Sales of Food and Beverages

	Three Months Ended		Increase (Decrease)	
(dollar amounts in thousands)	June 30, 2022	June 30, 2021	Amount	%
Sales of food and beverages	$ 19,112	$ 12,129	$ 6,983	57.6 %
Percentage of total revenue	*22.0 %*	*16.4 %*		

Sales of food and beverages increased by $7.0 million, due to a $4.9 million increase in traditional golf, and a $2.0 million increase in entertainment golf. The increase in traditional golf was primarily due to the return of tournament and large group event-related revenues as COVID-19 related restrictions were lifted. Entertainment golf increased due primarily to the recent opening of Puttery locations in The Colony, Texas and Charlotte, North Carolina and stronger performance from Drive Shack venues.

	Six Months Ended June 30,		Increase (Decrease)	
(dollar amounts in thousands)	June 30, 2022	June 30, 2021	Amount	%
Sales of food and beverages	$ 32,810	$ 20,059	$ 12,751	63.6 %
Percentage of total revenue	21.1 %	14.9 %		

Sales of food and beverages increased by $12.8 million, due to a $7.8 million increase in traditional golf, and a $4.9 million increase in entertainment golf. The increase in traditional golf was primarily due to the return of tournament and large group event-related revenues as COVID-19 related restrictions were lifted. Entertainment golf increased due primarily to the recent opening of Puttery locations in The Colony, Texas and Charlotte, North Carolina and stronger performance from Drive Shack venues.

Operating Expenses

Operating expenses consist of course and venue level payroll and payroll-related (including hourly and salary wages, bonuses and commissions, health benefits, and payroll taxes), occupancy (including rent, property tax, and common area maintenance), and other course and venue level operating expenses (including utilities, repair and maintenance, and marketing), excluding pre-opening costs, which are recorded separately. Operating expenses also include course level operating costs for our traditional golf managed courses, for which we are reimbursed.

	Three Months Ended		Increase (Decrease)	
(dollar amounts in thousands)	June 30, 2022	June 30, 2021	Amount	%
Operating expenses	$ 65,473	$ 55,635	$ 9,838	17.7 %
Percentage of total revenue	*75.5 %*	*75.3 %*		

Operating expenses increased by $9.8 million, primarily due to a $7.2 million increase in traditional golf, and a $3.2 million increase in entertainment golf. The increase was primarily due to increases in payroll and payroll related expenses as venues and events continue to ramp up this year with COVID-19 restrictions lifting as compared to the prior period.

	Six Months Ended June 30,		Increase (Decrease)	
(dollar amounts in thousands)	June 30, 2022	June 30, 2021	Amount	%
Operating expenses	$ 120,613	$ 104,504	$ 16,109	15.4 %
Percentage of total revenue	77.5 %	77.4 %		

Operating expenses increased by $16.1 million, primarily due to a $10.2 million increase in traditional golf, and a $6.4 million increase in entertainment golf. The increase was primarily due to increases in payroll and payroll related expenses as venues and events continue to ramp up this year with COVID-19 restrictions lifting as compared to the prior period.

Cost of Sales - Food and Beverages

	Three Months Ended		Increase (Decrease)	
(dollar amounts in thousands)	June 30, 2022	June 30, 2021	Amount	%
Cost of sales - food and beverages	$ 5,788	$ 3,151	$ 2,637	83.7 %
Percentage of total revenue	*6.7 %*	*4.3 %*		

Cost of sales - food and beverages increased by $2.6 million directionally in-line with corresponding increase in food and beverage sales in traditional golf and entertainment golf. This increase was mainly driven by higher traffic at our venues due to lifted COVID restrictions as compared to the prior period. The increase of cost of sales - food and beverage as a percentage of revenue was related to a one-time inventory adjustment in the entertainment golf segment.

(dollar amounts in thousands)	Six Months Ended June 30, June 30, 2022	June 30, 2021	Increase (Decrease) Amount	%
Cost of sales - food and beverages	$ 9,149	$ 5,255	$ 3,894	74.1 %
Percentage of total revenue	5.9 %	3.9 %		

Cost of sales - food and beverages increased by $3.9 million directionally in-line with corresponding increase in food and beverage sales in traditional golf and entertainment golf. This increase was mainly driven by higher traffic at our venues due to lifted COVID restrictions as compared to the prior period.

General and Administrative Expense (including Acquisition and Transaction Expense)

General and administrative expense consists of costs associated with our corporate support and administrative functions that support development and operations and includes stock-based compensation.

(dollar amounts in thousands)	Three Months Ended June 30, 2022	June 30, 2021	Increase (Decrease) Amount	%
General and administrative expense	$ 11,558	$ 8,028	$ 3,530	44.0 %
Percentage of total revenue	*13.3 %*	*10.9 %*		

General and administrative expense increased by $3.5 million consisting of a $1.2 million increase in traditional golf and a $2.2 million increase at corporate. The increases are due primarily to higher payroll and payroll-related expenses compared to reduced headcounts during the pandemic as well as strategic investments in headcount and other related expenses to support the development and growth in Puttery .

(dollar amounts in thousands)	Six Months Ended June 30, June 30, 2022	June 30, 2021	Increase (Decrease) Amount	%
General and administrative expense	$ 20,622	$ 16,012	$ 4,610	28.8 %
Percentage of total revenue	13.2 %	11.9 %		

General and administrative expense increased by $4.6 million consisting of a $1.7 million increase in traditional golf resulting from payroll expenses and a $2.9 million increase at corporate. The increases are due primarily to higher payroll and payroll-related expenses compared to reduced headcounts during the pandemic.

Depreciation and Amortization

Depreciation and amortization consists of depreciation on property and equipment and financing lease assets, as well as amortization of intangible assets.

(dollar amounts in thousands)	Three Months Ended June 30, 2022	June 30, 2021	Increase (Decrease) Amount	%
Depreciation and amortization	$ 6,132	$ 5,784	$ 348	6.0 %
Percentage of total revenue	*7.1 %*	*7.8 %*		

Depreciation and amortization increased by $0.3 million primarily due to additions in the Puttery location in The Colony, Texas and Charlotte, North Carolina partially offset by certain assets becoming fully depreciated.

(dollar amounts in thousands)	Six Months Ended June 30, June 30, 2022	June 30, 2021	Increase (Decrease) Amount	%
Depreciation and amortization	$ 12,325	$ 12,029	$ 296	2.5 %
Percentage of total revenue	7.9 %	8.9 %		

Depreciation and amortization increased by $0.3 million primarily due to additions in the Puttery location in The Colony, Texas and Charlotte, North Carolina partially offset by certain assets becoming fully depreciated.

Pre-Opening Costs

Pre-opening costs consist primarily of venue-related lease expenses, employee payroll, marketing expenses, travel and related expenses, training costs, food, beverage and other operating expenses incurred prior to opening an entertainment golf venue.

	Three Months Ended		Increase (Decrease)	
(dollar amounts in thousands)	**June 30, 2022**	**June 30, 2021**	**Amount**	**%**
Pre-opening costs	$ 1,938	$ 789	$ 1,149	145.6 %
Percentage of total revenue	*2.2 %*	*1.1 %*		

The increase is due to the ongoing development of Puttery venues that have not opened yet.

	Six Months Ended June 30,		Increase (Decrease)	
(dollar amounts in thousands)	**June 30, 2022**	**June 30, 2021**	**Amount**	**%**
Pre-opening costs	$ 2,685	$ 1,345	$ 1,340	99.6 %
Percentage of total revenue	1.7 %	1.0 %		

The increase is due to the ongoing development of Puttery venues that have not opened yet.

Loss on lease terminations and impairment

Impairment and other losses consists of any gains or losses due to lease terminations, inclusive of lease termination costs and related legal fees as well as the write-off of the net book value of property and equipment, intangible assets, ROU assets and liabilities, and remaining working capital items; impairment charges on long-lived assets, including property and equipment, intangibles, and operating lease assets; and the net book value of assets retired in the normal course of business.

	Three Months Ended		Increase (Decrease)	
(dollar amounts in thousands)	**June 30, 2022**	**June 30, 2021**	**Amount**	**%**
(Gain) loss on lease terminations and impairment	$ 2,161	$ (561)	$ 2,722	(485.2)%
Percentage of total revenue	*2.5 %*	*(0.8)%*		

Loss on lease terminations and impairment increased by $2.7 million primarily due to a $2.2 million loss on lease terminations related to the Drive Shack New Orleans venue.

	Six Months Ended June 30,		Increase (Decrease)	
(dollar amounts in thousands)	**June 30, 2022**	**June 30, 2021**	**Amount**	**%**
(Gain) loss on lease terminations and impairment	$ 15,032	$ 2,648	$ 12,384	467.7 %
Percentage of total revenue	9.7 %	2.0 %		

Loss on lease terminations and impairment increased by $12.4 million primarily due to the impairment of construction in progress assets for the Drive Shack New Orleans venue and certain assets acquired for Puttery venues in Charlotte, North Carolina; Miami, Florida; and Washington, DC, and a $2.2 million loss on lease terminations related to the Drive Shack New Orleans venue.

Interest and Investment Income

Interest and investment income consists primarily of interest earned on cash balances and a real estate security.

	Three Months Ended		Increase (Decrease)	
(dollar amounts in thousands)	**June 30, 2022**	**June 30, 2021**	**Amount**	**%**
Interest and investment income	$ 216	$ 159	$ 57	35.8 %
Percentage of total revenue	*0.2 %*	*0.2 %*		

There was no significant change in interest and investment income.

Interest and investment income consists primarily of interest earned on cash balances and a real estate security.

	Six Months Ended June 30,		Increase (Decrease)	
(dollar amounts in thousands)	**June 30, 2022**	**June 30, 2021**	**Amount**	**%**
Interest and investment income	$ 416	$ 312	$ 104	33.3 %
Percentage of total revenue	0.3 %	0.2 %		

There was no significant change in interest and investment income.

Interest Expense, Net

Interest expense, net, consists primarily of interest expense on the accretion of membership deposit liabilities, on the Company's junior subordinated notes payable, and on financing lease obligations, offset by amounts capitalized into construction in progress during the construction and development of new venues.

	Three Months Ended		Increase (Decrease)	
(dollar amounts in thousands)	**June 30, 2022**	**June 30, 2021**	**Amount**	**%**
Interest expense, net	$ (3,547)	$ (2,713)	$ 834	30.7 %
Percentage of total revenue	*(4.1)%*	*(3.7)%*		

Interest expense, net increased by approximately $0.8 million, not a significant change.

	Six Months Ended June 30,		Increase (Decrease)	
(dollar amounts in thousands)	**June 30, 2022**	**June 30, 2021**	**Amount**	**%**
Interest expense, net	$ (6,194)	$ (5,339)	$ 855	16.0 %
Percentage of total revenue	(4.0)%	(4.0)%		

Interest expense, net increased by less than $0.9 million, not a significant change.

Other Income (Loss), Net

	Three Months Ended		Increase (Decrease)	
(dollar amounts in thousands)	**June 30, 2022**	**June 30, 2021**	**Amount**	**%**
Other income (loss), net	$ 993	$ (18)	$ 1,011	5,616.7 %
Percentage of total revenue	*1.1 %*	*— %*		

Other income (loss), net increased by $1.0 million primarily due to insurance proceeds received related to fire damages at two traditional golf venues in 2021.

(dollar amounts in thousands)	Six Months Ended June 30, June 30, 2022	June 30, 2021	Increase (Decrease) Amount	%
Other income (loss), net	$ 3,640	$ (79)	$ 3,719	4,707.6 %
Percentage of total revenue	2.3 %	(0.1)%		

Other income (loss), net increased by $3.7 million primarily due to insurance proceeds received related to fire damages at two traditional golf venues in 2021.

SEGMENT RESULTS

Entertainment Golf

(in thousands)	Three Months Ended June 30, 2022	June 30, 2021	Increase (Decrease) Amount
Revenues			
Golf operations	$ 7,397	$ 5,316	$ 2,081
Sales of food and beverages	8,316	6,273	2,043
Total revenues	15,713	11,589	4,124
Total operating costs	19,798	13,181	6,617
Operating loss	$ (4,085)	$ (1,592)	$ 2,493

Total revenues

The increase in total entertainment golf revenues during the three months ended June 30, 2022 was due to the addition of three Puttery venues in The Colony, Texas, Charlotte, North Carolina, and most recently, Washington D.C. and the return of events and customers as the venues reopened following pandemic closures.

Operating loss

The increase in operating loss during the three months ended June 30, 2022 was mainly due to a $2.2 million loss on lease terminations related to the Drive Shack New Orleans venue.

(in thousands)	Six Months Ended June 30, 2022	June 30, 2021	Increase (Decrease) Amount
Revenues			
Golf operations	$ 13,827	$ 8,737	$ 5,090
Sales of food and beverages	16,066	11,075	4,991
Total revenues	29,893	19,812	10,081
Total operating costs	50,604	25,319	25,285
Operating loss	$ (20,711)	$ (5,507)	$ 15,204

Total revenues

The increase in total entertainment golf revenues during the six months ended June 30, 2022 was due to the addition of three Puttery venues in The Colony, Texas, Charlotte, North Carolina, and most recently, Washington D.C. and the return of events and customers as the venues reopened following pandemic closures.

Operating loss

The increase in operating loss during the six months ended June 30, 2022 was mainly due to impairment charges of $11.3 million related to construction in progress assets for the Drive Shack New Orleans venue and $1.6 million of impairment charges related to Puttery equipment, and $2.2 million loss on lease terminations related to the Drive Shack New Orleans venue.

Traditional Golf

	Three Months Ended		Increase (Decrease)
(in thousands)	June 30, 2022	June 30, 2021	Amount
Revenues			
Golf operations	$ 59,972	$ 56,434	$ 3,538
Sales of food and beverages	10,796	5,856	4,940
Total revenues	70,768	62,290	8,478
Total operating costs	66,609	56,707	9,902
Operating income (loss)	$ 4,159	$ 5,583	$ (1,424)

Total revenues

The increase in total traditional golf revenues during the six months ended June 30, 2022 was primarily due to increased revenue as demand for events remain strong.

Operating income

The decrease of our operating income during the three months ended June 30, 2022 was due to the lease and managed course terminations for Tilden Park, The River Club, and Vista Valencia after June 30, 2021.

	Six Months Ended		Increase (Decrease)
(in thousands)	June 30, 2022	June 30, 2021	Amount
Revenues			
Golf operations	$ 108,641	$ 106,175	$ 2,466
Sales of food and beverages	16,744	$ 8,984	7,760
Total revenues	125,385	115,159	10,226
Total operating costs	120,562	107,063	13,499
Operating income (loss)	$ 4,823	$ 8,096	$ (3,273)

Total revenues

The increase in total traditional golf revenues during the six months ended June 30, 2022 was primarily due to increased revenue as demand for events remain strong.

Operating loss

The decrease of our operating income during the six months ended June 30, 2022 was due to the lease terminations for Tilden Park, The River Club, and Vista Valencia after June 30, 2021.

Corporate

(in thousands)	Three Months Ended June 30, 2022	Three Months Ended June 30, 2021	Increase (Decrease) Amount
Revenues			
Golf operations	$ 208	$ —	$ 208
Total revenues	208	—	208
Total operating costs	6,643	2,938	3,705
Operating loss	$ (6,435)	$ (2,938)	$ (3,497)

Total revenues

The increase in total corporate revenues during the three months ended June 30, 2022 was primarily due to income generated through the sub-lease of its corporate assets located in New York, NY.

Operating loss

The decrease in operating loss during the three months ended June 30, 2022 was primarily due to the $3.3 million impairment of corporate assets located at our New York, NY office.

(in thousands)	Six Months Ended June 30, 2022	Six Months Ended June 30, 2021	Increase (Decrease) Amount
Revenues			
Golf operations	$ 393	$ —	$ 393
Total revenues	393	—	393
Total operating costs	9,260	9,411	(151)
Operating loss	$ (8,867)	$ (9,411)	$ 544

Total revenues

The increase in total corporate revenues during the six months ended June 30, 2022 was primarily due to income generated through the sub-lease of its corporate assets located in New York, NY.

Operating loss

The decrease in operating loss during the six months ended June 30, 2022 was primarily due to the $3.3 million impairment of corporate assets located at our New York, NY office during 2021.

LIQUIDITY AND CAPITAL RESOURCES

Our primary sources of liquidity are our current balances of cash and cash equivalents.

As of June 30, 2022, we had $22.7 million of cash and cash equivalents. Our primary cash needs are capital expenditures for opening new Drive Shack and Puttery entertainment golf venues, preferred dividends, capital lease obligations and for general corporate purposes.

The Company's growth strategy to develop future entertainment golf venues, including new Puttery venues and Drive Shack Manhattan/Randall's Island, is capital intensive, and ability to execute and fund planned growth is dependent upon many factors, including the current and future operating performance of our entertainment golf venues and traditional golf properties, the pace of expansion, real estate markets, site locations, our ability to raise financing and the nature of the arrangements negotiated with landlords. Based upon current levels of operations and anticipated growth, we expect that cash flows from operations, combined with other financing alternatives in place or available will be sufficient to meet our working capital and capital expenditure requirements for the foreseeable future.

As of June 30, 2022, we continue to actively explore the capital markets to meet our medium-term liquidity requirements to fund planned growth, including new venue development and construction, product innovation and general corporate needs. Our financial objectives include diversifying our financing sources, optimizing the mix and maturity of new debt financings, strategically monetizing our remaining real estate securities and the potential for asset sales. We continually monitor market conditions for these financing and capital opportunities and, at any given time, may enter into or pursue one or more of the transactions described above. However, we cannot ensure that capital will be available on reasonable terms, if at all. If we are unable to obtain additional financing, it could result in deferring the timing of when certain entertainment golf venues are opened.

Summary of Cash Flows

The following table and discussion summarize our key cash flows from operating, investing and financing activities:

	Six Months Ended June 30,	
	2022	2021
Net cash (used in) provided by:		
Operating activities	$ (2,521)	$ 468
Investing activities	(25,907)	(16,139)
Financing activities	(7,092)	50,283
Net Increase (Decrease) in Cash and Cash Equivalents, Restricted Cash and Restricted Cash, noncurrent	$ (35,520)	$ 34,612

Operating Activities

Cash flows used in operating activities consist primarily of net losses adjusted for certain items including depreciation and amortization of assets, amortization of prepaid golf member dues, impairment losses, other gains and losses from the sale of assets, stock-based compensation expense, and the effect of changes in operating assets and liabilities.

Net cash used in operating activities was $2.5 million for the six months ended June 30, 2022 and Net cash provided by operating activities was $0.5 million for the six months ended June 30, 2021. Changes in operating cash flow activities are described below:

- Operating cash flows increased due to the following:
    - $8.5 million in net operating cash flows generated from traditional golf operations;
    - $0.3 million in net operating cash flows used in the entertainment golf venues.

- Operating cash flows decreased due to the following:
    - $2.3 million increase in corporate payroll primarily due to increases in headcount;
    - $11 million primarily due to additional general and administrative payments.

Investing Activities

Cash flows from investing activities primarily relate to insurance proceeds for property loss, and cash flows used in investing activities primarily consist of capital expenditures for the construction and development of entertainment golf venues and renovations of existing facilities.

Net cash used in investing activities was $25.9 million during the six months ended June 30, 2022 and $16.1 million during the six months ended June 30, 2021.

Capital Expenditures. Our capital expenditures for the six months ended June 30, 2022 and 2021 were $28.8 million and $16.1 million, respectively.

We expect our capital expenditures over the next 12 months to range between $70 and $80 million, depending on the Company's ability to obtain additional financing, which includes developing new Drive Shack and Puttery venues and remodeling and maintaining existing facilities.

Financing Activities

Cash flows used in or provided by financing activities consist primarily of cash from the borrowing or repayment of debt obligations, deposits received on golf memberships, payment of preferred dividends, and the issuance of common stock.

Financing activities used $7.1 million during the six months ended June 30, 2022 and provided $50.3 million during the six months ended June 30, 2021. The decrease was primarily due to $53.9 million of net proceeds from our equity raise that was completed on February 2, 2021.

Off-Balance Sheet Arrangements

There have been no significant changes to our off-balance sheet arrangements as disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021.

CONTRACTUAL OBLIGATIONS

During the six months ended June 30, 2022, we had all of the material contractual obligations referred to in our annual report on Form 10-K for the year ended December 31, 2021. During the three months ended June 30, 2022, the Company commenced one new lease for entertainment golf venues. Right-of-use assets of $3.8 million and lease liabilities of $5.2 million related to the lease is included on the Consolidated Balance Sheet as of and for the six months ended June 30, 2022. During the six months ended June 30, 2022, the Company commenced three new leases for entertainment golf venues. Right-of-use assets of $24.8 million and lease liabilities of $27.2 million related to these leases are included on the Consolidated Balance Sheet as of and for the six months ended June 30, 2022.

APPLICATION OF CRITICAL ACCOUNTING POLICIES

Management's discussion and analysis of financial condition and results of operations is based upon our Consolidated Financial Statements, which have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The preparation of financial statements in conformity with GAAP requires the use of estimates and assumptions that could affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported amounts of revenue and expenses.

Actual results could differ from these estimates and materially impact our Consolidated Financial Statements. There have been no significant changes to our critical accounting policies as disclosed in Management's Discussion and Analysis and Results of Operations of our Annual Report on Form 10-K for the fiscal year ended December 31, 2021. See Note 2 in Part I, Item 1 "Financial Statements" for additional information.

Recent Accounting Pronouncements

There were no recent accounting pronouncements that had an impact during the current period.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk is the exposure to loss resulting from changes in interest rates, credit spreads, foreign currency exchange rates, commodity prices and equity prices. We substantially exited our real estate related debt positions, which significantly reduced our market risk exposure related to interest rate risk, credit spread risk and credit risk. We are also exposed to inflationary factors in our business.

There have been no material changes to our exposure to market risks as described in Part II, Item 7A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2021.

ITEM 4. CONTROLS AND PROCEDURES

(a) Disclosure Controls and Procedures. The Company's management, with the participation of the Company's Chief Executive Officer and Interim Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. The Company's disclosure controls and procedures are designed to provide reasonable assurance that information is recorded, processed, summarized and reported accurately and completely. Based on such evaluation, the Company's Chief Executive Officer and Interim Chief Financial Officer have concluded that, as of the end of such period, the Company's disclosure controls and procedures are effective.

(b) Changes in Internal Control Over Financial Reporting. There have not been any changes in the Company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

The information required by this Item is incorporated by reference to Part I, Item 1, Note 15: Commitments and Contingencies-Legal Contingencies.

Item 1A. Risk Factors

There following discussion supplements the discussion of risk factors previously disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2021.

Our Tax Benefits Preservation Plan could inhibit a change in our control that may otherwise be favorable to our stockholders.

In May 2022, our board of directors adopted a Tax Benefits Preservation Plan in an effort to protect against a possible limitation on our ability to use our net operating losses and net capital loss carryforwards by discouraging investors from acquiring ownership of our common stock in a manner that could trigger an "ownership change" for purposes of Sections 382 and 383 of the Internal Revenue Code (the "Code"). Under the terms of the Tax Benefits Preservation Plan, in general, if a person or group acquires beneficial ownership of 4.9% or more of the outstanding shares of our Common Stock without prior approval of our board of directors or without meeting certain exceptions (an "Acquiring Person"), the rights would become exercisable and our stockholders (other than the Acquiring Person) will have the right to purchase securities from us at a discount to such securities' fair market value, thus causing substantial dilution to the Acquiring Person. As a result, the Tax Benefits Preservation Plan may reduce the volume of trading in our stock because it limits the ability of persons or entities from acquiring a significant percentage of our outstanding stock, have the effect of inhibiting or impeding a change in control not approved by our board of directors and, notwithstanding its purpose, could adversely affect our stockholders' ability to realize a premium over the then-prevailing market price for our common stock in connection with such a transaction. In addition, because our board of directors may consent to certain transactions, the Tax Benefits Preservation Plan gives our board of directors significant discretion over whether a potential acquirer's efforts to acquire a large interest in us will be successful. There can be no assurance that the Tax Benefits Preservation Plan will prevent an "ownership change" within the meaning of Sections 382 and 383 of the Code, in which case we may lose all or most of the anticipated tax benefits associated with our prior losses.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit Number	Exhibit Description
4.1	Tax Benefits Preservation Plan, dated as of May 17, 2022, between Drive Shack Inc. and American Stock Transfer & Trust Company, LLC (incorporated by reference to the Registrant's Current Report on Form 8-K, Exhibit 4.1, filed on May 17, 2022).
10.1	Separation Agreement, effective May 10, 2022, by and between Drive Shack Inc. and Michael L. Nichols (incorporated by reference to the Registrant's Quarterly Report on Form 10-Q, Exhibit 10.1, filed on May 10, 2022).
31.1	Certification of Chief Executive Officer as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Interim Chief Financial Officer as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Interim Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following financial information from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2022, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Consolidated Balance Sheets; (ii) Consolidated Statements of Operations; (iii) Consolidated Statements of Comprehensive Loss; (iv) Consolidated Statements of Changes in Equity; (v) Consolidated Statements of Cash Flows; and (vi) Notes to Consolidated Financial Statements.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized:

DRIVE SHACK INC.

By: /s/ Hana Khouri
Hana Khouri
Chief Executive Officer and President

August 9, 2022

By: /s/ Kelley Buchhorn
Kelley Buchhorn
Interim Chief Financial Officer

August 9, 2022

EXHIBIT 4.1

Drive Shack – 2Q22 Form 10-Q Rider

Our Tax Benefits Preservation Plan could inhibit a change in our control that may otherwise be favorable to our stockholders.

In May 2022, our board of directors adopted a Tax Benefits Preservation Plan in an effort to protect against a possible limitation on our ability to use our net operating losses and net capital loss carryforwards by discouraging investors from acquiring ownership of our common stock in a manner that could trigger an "ownership change" for purposes of Sections 382 and 383 of the Internal Revenue Code (the "Code"). Under the terms of the Tax Benefits Preservation Plan, in general, if a person or group acquires beneficial ownership of 4.9% or more of the outstanding shares of our Common Stock without prior approval of our board of directors or without meeting certain exceptions (an "Acquiring Person"), the rights would become exercisable and our stockholders (other than the Acquiring Person) will have the right to purchase securities from us at a discount to such securities' fair market value, thus causing substantial dilution to the Acquiring Person. As a result, the Tax Benefits Preservation Plan may reduce the volume of trading in our stock because it limits the ability of persons or entities from acquiring a significant percentage of our outstanding stock, have the effect of inhibiting or impeding a change in control not approved by our board of directors and, notwithstanding its purpose, could adversely affect our stockholders' ability to realize a premium over the then-prevailing market price for our common stock in connection with such a transaction. In addition, because our board of directors may consent to certain transactions, the Tax Benefits Preservation Plan gives our board of directors significant discretion over whether a potential acquirer's efforts to acquire a large interest in us will be successful. There can be no assurance that the Tax Benefits Preservation Plan will prevent an "ownership change" within the meaning of Sections 382 and 383 of the Code, in which case we may lose all or most of the anticipated tax benefits associated with our prior losses.

EXHIBIT 10.1

SEPARATION AGREEMENT, EFFECTIVE MAY 10, 2022, BY AND BETWEEN DRIVE SHACK INC. AND MICHAEL L. NICHOLS.

March 31, 2022

Michael L. Nichols

Dear Mr. Nichols:

This Separation Agreement and General Release (the "Agreement") confirms the following understandings and agreements between DRIVE SHACK INC. (together with its affiliates, the "Company") and Michael L. Nichols (hereinafter referred to as "you" or "your") regarding your separation of employment with the Company.

1. (a) Termination Date. Provided you: (i) sign this Agreement within twenty-one (21) days of receiving it on the date noted above; (ii) do not revoke your signature; (iii) comply with the terms of this Agreement (including the provision of the transition services described below); (iv) do not resign from employment prior to the date and time when the Company files its Quarterly Report on Form 10-Q for the First Fiscal Quarter 2022 (the "Filing Date") and (v) are not earlier terminated by the Company due to your misconduct, your failure to perform the transition services described below, or otherwise for cause, as reasonably determined by the Company (collectively, "Disqualifying Events"), you shall remain a Company employee, subject to the terms set forth herein, through the Filing Date. Your last date of employment with the Company, whenever it occurs, shall be referred to herein as the "Termination Date." The period from the date hereof through the Termination Date shall be referred to herein as the "Transition Period." You will continue to be paid your regular base salary, less applicable taxes and withholdings, through the Termination Date. Whether or not you sign this letter, your final date of employment will be the Filing Date.

(b) Transition Period. During the Transition Period, you shall: (i) perform such duties and responsibilities as prescribed by the Chief Executive Officer of the Company or her delegate, which shall include your current duties and responsibilities until they are transitioned pursuant to the following clause (ii); (ii) assist the Company in the orderly transition of your current duties and responsibilities; (iii) cooperate in the effectuation of your removal as an authorized party on all bank accounts and other financial accounts; and (iv) perform other services as reasonably requested by the Company. In addition, you will refrain from entering into any contracts or other agreements on behalf of the Company. Except to the extent it interferes with your ability to discharge the foregoing duties, based on the Company's reasonable discretion, your primary place of employment will be a remote location of your choosing; provided that you agree to remain within the Dallas vicinity during the Transition Period to permit work from the Company headquarters for certain days or periods of time upon request and reasonable notice by the Company. You further agree that you will devote your best efforts, skill and ability to promote the Company's interests, perform your services hereunder and work with other employees of the Company and its affiliates in a competent and professional manner and generally promote the interests of the Company. During the Transition Period, you shall remain eligible for any applicable Company benefits, subject to the terms and conditions of the applicable plans and programs.

(c) Resignation. If you resign prior to the Filing Date, you will not be entitled to the payments set forth in Section 2 below and your Termination Date will be effective as of such date of resignation.

(d) Health Coverage. Your medical, dental, and vision care coverage (the "Health Coverage") will terminate on the last day of the month in which the Termination Date occurs. Thereafter, you will be provided an opportunity to continue Health Coverage for yourself and qualifying dependents under the Company's group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Specific information on COBRA, including its rate structure, will be forwarded to you separately. Your coverage and cost levels are subject to adjustment in accordance with the terms of the documents governing the program.

In the event you timely elect to continue the group health plan coverage you had in effect prior to the Termination Date pursuant to COBRA, the Company will reimburse you for your COBRA costs until the earlier of (i) six (6) months following the cessation of your active coverage as described above or (ii) the date you become eligible for coverage under another company's group health plan (the "Subsidized COBRA Period"). You shall immediately provide written notice to the Company if you are offered or otherwise become eligible to receive group health coverage under another company's group health plan during the Subsidized COBRA

Period. In order to be eligible for reimbursement, you must provide the Company with a reimbursement submission request along with receipt(s) reflecting your COBRA payment(s). Such reimbursements shall be processed in accordance with normal Company reimbursement practices and policies. After the Subsidized COBRA Period, you may continue COBRA coverage at your sole expense.

(e) No Remaining Benefits or Entitlements. Except as otherwise specifically set forth in this Agreement, after the Termination Date you shall no longer be entitled to any further compensation or any monies from the Company or any of its affiliates or to receive any of the benefits made available to you during your employment at the Company (including without limitation any Company equity award).

(f) Company Policies. You represent that, to the best of your knowledge, you have (i) fully complied with all Company policies and procedures (and all prior versions of such in effect during your employment) (the "Policies") and (ii) not breached, or caused the Company to breach, any applicable law, rule, regulation, covenant or agreement in connection with Company business in any jurisdiction during the course of your employment. You further represent that you are not aware of any breach of any Policies, or any laws, rules, regulations, covenants or agreements applicable to the Company by any Company employee or entity and that you have previously reported any known or suspected breaches, in writing, to the Company's General Counsel. For the avoidance of any doubt, you acknowledge that you are not aware of any misstatements in the Company's financial statements not previously disclosed to the Company, nor are you aware of any activity, policy or practice of the Company that is in violation of a law, rule or regulation.

(g) Officer and Director Positions. To the extent you serve as an officer or director of any of the Company's subsidiaries, you hereby acknowledge that you voluntarily and irrevocably resigned from all such positions effective as of the Termination Date or such earlier time as occurs during the Transition Period as directed in writing by the Chief Executive Officer or General Counsel of the Company acting at the direction of the Chief Executive Officer, and you hereby acknowledge that you voluntarily and irrevocably resigned from your role as Chief Financial Officer concurrently with the appointment of an interim or permanent Chief Financial Officer (it being understood and agreed that you remained an employee of the Company through the Termination Date as set forth in Section 1(b)). You agree to execute any and all documents and take any and all actions as may reasonably be requested by the Company to further effectuate your resignation as an officer and director of the Company or any of its subsidiaries during the Transition Period. You hereby agree that your execution of this Agreement shall be deemed your grant to the Company and its subsidiaries of a limited power of attorney to sign in your name and on your behalf documentation solely for the limited purpose of effectuating such resignations.

2. Provided you (i) sign this Agreement and do not revoke your signature; (ii) are not terminated prior to the Filing Date for a Disqualifying Event; (iii) do not resign from employment prior to the Filing Date; (iv) comply with your obligations under this Agreement (including the provision of transition services); and (v) re-sign this Agreement as set forth in Section 15(b) below and do not revoke your signature, the Company will pay you the amount of $116,667.00 in discretionary transition pay, less all applicable withholding taxes and deductions. This transition payment will be paid to you in a lump sum no later than the second payroll period following the Re-Effective Date (as described in Section 17(b) below). In the event that you owe the Company any monies, you authorize the Company to offset any such amounts from the payment set forth in this Section 2(a).

3. (a) As used in this Agreement, the term "claims" shall include all claims, covenants, warranties, promises, undertakings, actions, suits, causes of action, obligations, debts, attorneys' fees, accounts, judgments, losses and liabilities of whatsoever kind or nature, in law, equity or otherwise.

(b) For and in consideration of the payments described in Section 2 above, and other good and valuable consideration, you, for and on behalf of yourself and your heirs, administrators, executors, and assigns, do fully and forever release, remise and discharge ("release") the Company, its direct and indirect parents, subsidiaries and affiliates, together with its and their respective officers, directors, partners, shareholders, attorneys, employees and agents (collectively, the "Group"), from any and all claims which you had, may have had, or now have against the Company and the Group through the Effective Date of this Agreement, for or by reason of any matter, cause or thing whatsoever, whether known or unknown, including any claim arising out of or attributable to your employment or the termination of your employment with the Company, including but not limited to claims of breach of contract, wrongful termination, unjust dismissal, defamation, retaliation, libel or slander, or under any federal, state or local law dealing with discrimination based on age, race, sex, national origin, religion, disability or sexual preference. This release of claims includes, but is not limited to, all claims arising under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Equal Pay Act of 1963, the Civil Rights Act of 1991, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Texas Labor Code, the Texas Commission on Human Rights Act and all other federal, state and local labor and anti-discrimination laws, the common law and any other purported restriction on an employer's right to terminate the employment of employees. Notwithstanding the foregoing, the release in this Agreement does not extend to those rights that cannot be waived as a matter of law.

(c) You specifically release all claims under the Age Discrimination in Employment Act (the "ADEA") relating to your employment and its termination.

(d) You represent that you have not filed or permitted to be filed any legal action, charge or complaint, in any forum whatsoever, against any member of the Group, individually or collectively, and you covenant and agree that you will not file or permit to be filed any lawsuits at any time hereafter with respect to the subject matter of this Agreement and claims released pursuant to this Agreement (including, without limitation, any claims relating to the termination of your employment), except as may be necessary to enforce this Agreement or to seek a determination of the validity of the waiver of your rights under the ADEA. Nothing in this Agreement shall be construed to prohibit you from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or other government agency. Notwithstanding the foregoing, you agree to waive your right to recover monetary damages in any charge, complaint, or lawsuit filed by you or by anyone else on your behalf. Except as otherwise provided in this section, you will not voluntarily participate in any judicial proceeding of any nature or description against any member of the Group that in any way involves the allegations and facts that you could have raised against any member of the Group as of the Effective Date. You further agree that you will not encourage or voluntarily cooperate with current or former employees of the Group or any other potential plaintiff, to commence any legal action or make any claim against any of the Group in respect of such person's employment or termination of employment with or by the Group or otherwise.

(e) You acknowledge and reaffirm that you remain bound by the existing non-solicitation, non-competition and other restrictive covenants between you and the Company or any of its affiliates as more particularly set forth in Exhibit A to your Offer Letter dated September 8, 2020.

4. You are specifically agreeing to the terms of this Agreement, including, without limitation, the release and related matters set forth in Section 3 because the Company has agreed to pay you money to which you were not otherwise entitled and has provided such other good and valuable consideration as specified herein. The Company has agreed to provide this money because of your agreement to accept it in full settlement of all possible claims you might have or ever had and because of your execution of this Agreement.

5. At any time upon the request of the Company during the Transition Period or, at the latest, upon the Termination Date, you agree that you will return to the Company all Company property (including without limitation your computer equipment and any physical or personal property belonging to the Company that you received, prepared, used, helped prepare, or otherwise had access to in connection with your employment with the Company). In addition, you will destroy, and will not retain, any excerpts, copies or reproductions of the items listed in the preceding sentence, whether in physical or electronic form, or any other Company property or Confidential Information in your possession, in physical, electronic or any other medium, upon the Termination Date (including if you discover such property of Confidential Information after the Termination Date).

6. You agree that in the course of your employment with the Company you have had access to and acquired Confidential Information. The term "Confidential Information" as used in this Agreement means (a) confidential information of the Company, including, without limitation, information received from third parties under confidential conditions, and (b) other technical, business or financial information or trade secrets or proprietary information (including, but not limited to, account records, confidential plans for the creation or disposition of products, product development plans, marketing strategies and financial data and plans), the use or disclosure of which would be contrary to the interests of the Company, its affiliates or related companies, or the Group. You understand and agree that such Confidential Information has been disclosed to you in confidence and for use only on behalf of the Company. You understand and agree that (i) you will not make use of Confidential Information on your own behalf, or on behalf of any third party and (ii) you will keep such Confidential Information confidential at all times after your employment with the Company, unless disclosure is required under compulsion of law. In the event you are required by compulsion of law to disclose Confidential Information, you shall promptly notify the General Counsel of the Company, following receipt of any order or other legal process requiring you to divulge Confidential Information, of such receipt and of the content of any testimony or information to be provided, and you shall (x) permit the Company a reasonable period of time to seek an appropriate protective order; (y) cooperate with the Company if it seeks a protective order or similar treatment; and (z) if applicable, not disclose any more information than is otherwise required. In addition, you remain bound by any confidentiality agreements between you and the Company or any of its affiliates.

7. Nothing in this Agreement shall be construed to (i) prohibit you from lawfully making reports to, communicating with, or filing a charge or complaint with any government agency or law enforcement entity regarding possible violations of federal law or regulation in accordance with the provisions and rules promulgated

under Section 21F of the Securities and Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or of any other express whistleblower protection provisions of state or federal law or regulation; (ii) require notification or prior approval by the Company of any reporting, communicating, or filing described in clause (i) hereof; or (iii) limit your right to receive an award for any reporting, providing any information, or filing described in clause (i) hereof. Furthermore, nothing in this Agreement prohibits you from disclosing a trade secret or other Confidential Information, provided that such disclosure is: (x) (1) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (y) made in a complaint or other document filed in a lawsuit or other proceeding, provided that such filing is made under seal. Additionally, nothing in this Agreement prohibits you from disclosing a trade secret or other Confidential Information to your attorney in connection with the filing of a retaliation lawsuit for reporting a suspected violation of law, or from using a trade secret or other Confidential Information in such a lawsuit provided that you (A) file any document containing the trade secret or other Confidential Information under seal; and (B) do not disclose the trade secret or other Confidential Information, except pursuant to court order.

8. You shall cooperate fully with the Company and shall make yourself reasonably available to the Company to respond to requests by the Company concerning matters including, but not limited to, business items with which you had direct involvement in or knowledge of and any litigation, arbitration, regulatory proceeding or other similar process involving facts or events relating to the Company that may be within your knowledge.

9. You agree to maintain the confidentiality of this Agreement and its attachment, and to refrain from disclosing or making reference to their terms, except (i) as required by law; or (ii) with your accountant or attorney for the sole purposes of obtaining, respectively, financial or legal advice; or (iii) with your immediate family members (the parties in clauses (ii) and (iii), "Permissible Parties"); provided that the Permissible Parties agree to keep the terms and existence of this Agreement confidential. This prohibition does not apply to any filing or related communication with any federal, state, or local taxing authority or to compliance with any lawfully issued subpoena.

10. You agree that you shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on the Company or any member of the Group. Notwithstanding the foregoing, nothing in this Agreement shall prevent you from disclosing truthful information to the extent requested or required by a court of competent jurisdiction or government agency or as required under applicable laws or regulations.

11. The Company shall be entitled to have the provisions of Sections 5, 6, 8, 9 and 10 of this Agreement specifically enforced through injunctive relief, without having to prove the adequacy of the available remedies at law, and without being required to post bond or security, it being acknowledged and agreed that such breach will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. Moreover, you understand and agree that if you breach any provisions of this Agreement, in addition to any other legal or equitable remedy the Company may have, the Company may cease and/or recover the payments under Section 2 hereof (except for $100) and you shall reimburse the Company for all its reasonable attorneys' fees and costs incurred by it arising out of any such breach. The remedies set forth in this section shall not apply to any challenge to the validity of the waiver and release of your rights under the ADEA. In the event you challenge the validity of the waiver and release of your rights under the ADEA, then the Company's right to attorneys' fees and costs shall be governed by the ADEA, so that the Company may recover such fees and costs if the lawsuit is brought by you in bad faith. Any such action permitted to the Company by this section, however, will not affect or impair any of your obligations under this Agreement, including without limitation, the release of claims in Section 3 above.

12. In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby; provided, however, that if any court or arbitrator finds that the release of claims set forth herein is unlawful or unenforceable, or was not entered into knowingly and voluntarily, you agree to execute a release in a form satisfactory to the Company that is lawful and enforceable. Moreover, if any one or more of the provisions contained in this Agreement is held to be excessively broad as to duration, scope, activity or subject, such provisions will be construed by limiting and reducing them so as to be enforceable to the maximum extent compatible with applicable law.

13. Nothing herein shall be deemed to constitute an admission of wrongdoing by the Company or any member of the Group. Neither this Agreement nor any of its terms shall be used as an admission or introduced as evidence as to any issue of law or fact in any proceeding, suit or action, other than an action to enforce this Agreement.

14. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic and PDF copies of such executed counterparts may be used in lieu of the originals for any purpose.

15. (a) The parties agree that, subject to Section 15(b) below and to the fullest extent permitted by law, any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement shall be submitted to arbitration before a single arbitrator in Dallas, TX in accordance with the applicable arbitration rules of the American Arbitration Association. The determination of the arbitrator shall be conclusive and binding on the Company (or its affiliates, where applicable) and you, and judgment may be entered on the arbitrator's award in any court having jurisdiction. The arbitrator shall apply Texas law to the merits of any dispute or claims, without reference to the rules of conflicts of law applicable therein. You understand that by signing this Agreement, you agree to submit any claims arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, or breach thereof, or your employment or the termination thereof, to binding arbitration, and that this arbitration provision constitutes a waiver of your right to a jury trial and relates to the resolution of all disputes relating to all aspects of the employer/employee relationship to the fullest extent permitted by law.

(b) This Agreement does not constitute an agreement to arbitrate claims on a collective or class basis. It is expressly agreed that, to the fullest extent permitted by law, no arbitrator shall have the authority to consider class or collective claims in connection with any claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved. You waive any right to assert any claim on a class or collective basis in any forum. Any issue concerning arbitrability of a particular issue or claim pursuant to this Agreement, and any issue concerning the validity or enforceability of the collective and class action waiver contained in this Agreement shall be decided by a court of a competent jurisdiction, and no arbitrator shall have any authority to consider or decide any issue concerning arbitrability of a particular issue or claim pursuant to this Agreement, concerning the validity or enforceability of the collective and class action waiver.

(c) Notwithstanding the foregoing, nothing herein shall preclude either party from seeking temporary or preliminary injunctive relief. The parties agree to submit to the exclusive jurisdiction of the United States District Court of the Southern District of Texas, or if that court lacks jurisdiction, in a state court located within the geographical boundaries thereof.

16. The terms of this Agreement and all rights and obligations of the parties thereto, including its enforcement, shall be interpreted and governed by the laws of the State of Texas, without regard to principles of conflicts of law.

17. (a) YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ITS ATTACHMENT IN THEIR ENTIRETY, FULLY UNDERSTAND THEIR MEANING AND ARE EXECUTING THIS AGREEMENT VOLUNTARILY AND OF YOUR OWN FREE WILL WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. YOU FURTHER ACKNOWLEDGE AND WARRANT THAT YOU HAVE HAD THE OPPORTUNITY TO CONSIDER FOR TWENTY-ONE (21) DAYS THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THAT YOU HAVE BEEN ADVISED BY THE COMPANY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. YOU MAY EXECUTE THIS AGREEMENT PRIOR TO THE CONCLUSION OF THE 21-DAY PERIOD, AND IF YOU ELECT TO DO SO, YOU ACKNOWLEDGE THAT YOU HAVE DONE SO VOLUNTARILY. AFTER SIGNING THIS AGREEMENT, YOU SHALL HAVE SEVEN (7) DAYS TO REVOKE IT BY INDICATING YOUR DESIRE TO DO SO IN A WRITING RECEIVED BY THE COMPANY NO LATER THAN THE SEVENTH (7TH) DAY FOLLOWING THE DATE YOU SIGN THIS AGREEMENT ("REVOCATION PERIOD"). ANY SUCH WRITTEN NOTICE SHALL BE SENT TO THE COMPANY TO THE ATTENTION OF NICHOLAS M. FOLEY (NFOLEY@DRIVESHACK.COM) VIA OVERNIGHT DELIVERY AND E-MAIL. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE EIGHTH (8TH) DAY FOLLOWING YOUR EXECUTION OF IT, PROVIDED YOU DO NOT REVOKE IT DURING THE REVOCATION PERIOD (THE "EFFECTIVE DATE"). YOU AGREE THAT ANY CHANGES TO THIS AGREEMENT FROM THE TIME IT WAS FIRST OFFERED TO YOU, WHETHER MATERIAL OR IMMATERIAL, DO NOT RESTART THE RUNNING OF THE 21-DAY PERIOD.

(b) IN ORDER TO BE ENTITLED TO THE PAYMENTS SET FORTH IN SECTION 2 ABOVE, YOU MUST RE-EXECUTE THIS AGREEMENT ON OR AFTER THE FILING DATE. YOU WILL AGAIN HAVE THE OPPORTUNITY TO CONSIDER FOR TWENTY-ONE (21) DAYS WHETHER TO RE-EXECUTE THIS AGREEMENT, AND WILL AGAIN HAVE THE RIGHT TO REVOKE YOUR RE-EXECUTION FOR A PERIOD OF SEVEN (7) DAYS FOLLOWING YOUR RE-EXECUTION OF THIS AGREEMENT. IF YOU DO NOT REVOKE YOUR RE-EXECUTION, THE EIGHTH DAY AFTER YOUR RE-EXECUTION SHALL BE REFERRED TO AS THE RE-EFFECTIVE DATE. IF THIS AGREEMENT IS NOT

RE-EXECUTED ON OR WITHIN TWENTY-ONE (21) DAYS AFTER THE TERMINATION DATE, OR YOU REVOKE YOUR RE-EXECUTION, THE COMPANY SHALL HAVE NO FURTHER OBLIGATIONS UNDER THIS AGREEMENT. THIS IN NO WAY AFFECTS YOUR PRIOR RELEASE OF CLAIMS UNDER THIS AGREEMENT. BY YOUR RE-EXECUTION OF THIS AGREEMENT, THE RELEASE SET FORTH IN SECTION 3 SHALL BE DEEMED TO COVER ANY CLAIMS WHICH YOU HAVE, MAY HAVE HAD, OR THEREAFTER MAY HAVE EXISTING OR OCCURRING AT ANY TIME ON OR BEFORE THE RE-EFFECTIVE DATE.

18. Except as otherwise provided herein, the terms contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements relating thereto, whether written or oral. In further consideration of this Agreement and notwithstanding anything herein to the contrary, you agree to abide by and hereby reaffirm any confidentiality and restrictive covenant obligations contained in any agreements you may have entered into or otherwise are bound by with the Company, the terms of which are hereby incorporated by reference. You represent that in executing this Agreement, you have not relied upon any representation or statement not set forth herein. No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by both parties.

19. The language used in this Agreement will be deemed to be language chosen by the parties to express their mutual intent, and no rule of law or contract interpretation that provides that in the case of ambiguity or uncertainty a provision should be construed against the drafting party will be applied against any party. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party irrespective of which party did cause such provisions to be drafted.

DRIVE SHACK INC.

By: /s/ Nicholas M. Foley

NICHOLAS M. FOLEY
GENERAL COUNSEL

Date: May 10, 2022

AGREED TO AND ACCEPTED BY:

____
MICHAEL L. NICHOLS

Date: ________

RE-EXECUTED BY:

/s/ Michael L. Nichols
MICHAEL L. NICHOLS

Date: May 10, 2022

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Hana Khouri, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Drive Shack Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d–15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 9, 2022

/s/ Hana Khouri

Hana Khouri
Chief Executive Officer and President

EXHIBIT 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Kelley Buchhorn, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Drive Shack Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d–15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 9, 2022

/s/ Kelley Buchhorn
Kelley Buchhorn
Interim Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION OF CEO PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Drive Shack Inc. (the "Company") for the quarterly period ended June 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Hana Khouri as Chief Executive Officer and President of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of her knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Hana Khouri
Hana Khouri
Chief Executive Officer and President

August 9, 2022

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

CERTIFICATION OF CFO PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Drive Shack Inc. (the "Company") for the quarterly period ended June 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Kelley Buchhorn, as Interim Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Kelley Buchhorn
Kelley Buchhorn
Interim Chief Financial Officer

August 9, 2022

This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.