

CHUCK CORICA GOLF COMPLEX

LEASE AGREEMENT

CITY OF ALAMEDA, a California municipal corporation,

and

GREENWAY GOLF ASSOCIATES, INC., a California corporation.

Dated August 1, 2012

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EXHIBITS:

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Exhibit B-1	Personal Property
Exhibit B-2	Third Party Leases (Yamaha Municipal Master Lease Agreement dated August 1, 2011, between Yamaha Motor Corporation, U.S.A. and City of Alameda)
Exhibit C	Repairs and Rehabilitation
Exhibit D	Drainage and Irrigation Issues
Exhibit E	Tenant Improvements
Exhibit F	Maintenance Standards
Exhibit G	Title Report (North American Title Company Preliminary Report dated May 22, 2012, for 1 Maitland Drive, Alameda)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Agreement**"), dated as of the date set forth below in Summary of Information ("**Summary**") by and between CITY OF ALAMEDA, a California municipal corporation ("**City**"), and GREENWAY GOLF ASSOCIATES, INC., a California corporation ("**Tenant**").

Summary of Information

TERMS OF AGREEMENT	DESCRIPTION	SECTION
1. Date:		
1.1 Reference Date:	August July 1, 2012	
1.2 Effective Date:	The date that is the later of (i) the effective date of the ordinance authorizing this Agreement and (ii) the date of the City Attorney's approval of the form of this Agreement (" Effective Date ").	
2. Leased Premises:	Chuck Corica Golf Complex (" Complex "), located in the City of Alameda, CA 94502, consisting of approximately 325 acres, including the 18-Hole North Course (" North Course "), the 18-Hole South Course (" South Course "), the 9-hole Mif Albright par-three course (" 9-Hole Course "), the driving and practice range (" Driving Range "), excluding the restaurant and bar facility and outdoor patio and excluding the "Snack Shack" on the North Course (" F/B Facilities "), and excluding other Lease Areas Excluded and City Areas Excluded (F/B Facilities, Lease Areas Excluded and City Areas Excluded are collectively, " Excluded Area ") on the Complex, as described with more specificity in Exhibit A Leased Premises .	Section 1
3. Personal Property:	Tenant shall pay City for the Personal Property it elects to purchase, as described in Exhibit B-1 Personal Property and Exhibit B-2 Third Party Leases , the sum of Ninety-Four Thousand Two Hundred Eighty-Eight Dollars (\$ 94,288.00), as consideration for the transfer and sale of the Personal Property (" Personal Property Consideration ") in equal monthly installments, plus interest of five percent (5%) per annum, over a period of forty-eight (48) months, commencing on the Commencement Date as defined below. The Personal Property Consideration may be adjusted slightly at the Commencement Date to reflect any adjustments in the actual Personal Property	Section 2

transferred on the Commencement Date, based on City's and Tenant's inspection at the Commencement Date.

4. Use: Golf course, pro shop and other ancillary uses in keeping with the character of a similar class municipal or public golf course facility (including but not limited to Metropolitan and Monarch Bay Golf Courses), and excluding food and beverage operations. Section 3

5. Agreement Term: Section 4

5.1 Length of Initial Term: Twenty (20) years.

5.2 Commencement Date: When City tenders possession of the Premises to Tenant, which is estimated to be thirty (30) days after the Effective Date, but in no event will the City deliver possession later than one hundred twenty (120) days after the Effective Date ("**Commencement Date**").

5.3 Expiration Date of Initial Term: Twenty (20) years after the Commencement Date.

5.4 Tenant's Option to Extend: One (1) option to extend for one five (5) year term ("**Option Period**").

6. Rent: Section 5

6.1 Years 1-4: Minimum Rent of \$75,000 per Lease Year (as defined hereinafter) in equal monthly payments commencing on the Commencement Date and continuing through Lease Year 4, and those number of months in Lease Year 5 equal to the number of months from July 1, 2012 to the Commencement Date.

6.2 Years 5-8: The greater of (a) Minimum Rent of \$300,000 per Lease Year in equal monthly payments or (b) Percentage Rent of 8% of Gross Revenues up to \$4,000,000 and 12% of Gross Revenues over \$4,000,000, commencing in Lease Year 5, to be paid monthly through Lease Year 8. Provided, however, Minimum Rent shall increase from \$75,000 per Lease Year to \$300,000 per Lease Year, and the payment of Percentage Rent shall commence in Lease Year 5 upon the expiration of the number of months referred to in Section 6.1 above.

The greater of (a) Minimum Rent of \$350,000 per Lease Year in equal monthly payments or (b)

6.3 Years 9-20: Percentage Rent of 10% of Gross Revenues up to \$4,000,000 and 12% of Gross Revenues over \$4,000,000, commencing in Lease Year 9, to be paid monthly through Lease Year 20.

Same as Years 9-20 above.

6.4 Option Period: Capital Improvement Payments to City in the amount of 3% to be deducted from Gross Revenues and set aside in a Capital Improvement Reserve Fund to be used exclusively for capital improvements to the Complex approved jointly by City and Tenant commencing on July 1, 2017 (“**Capital Improvement Reserve Fund**”). Capital Improvement Payments shall be made to the Capital Improvement Reserve Fund at all times that the Capital Improvement Reserve Fund balance is less than \$500,000 (“**Capital Improvement Reserve Fund Maximum**”) or less. Capital Improvement Payments shall be based upon the prior year’s annual Gross Revenue multiplied by 3% and paid by Tenant in 12 equal monthly installments. The amount to be paid by Tenant to the Capital Reserve Fund shall be calculated on an annual basis at the time of the calculation of Percentage Rent and adjusted accordingly.

Sections 5 and 9

7. Tenant’s Improvement Fund:

Section 9 and Exhibits C, D and E

7.1 Repairs and Rehabilitation: Tenant shall repair and rehabilitate the Driving Range and 9-Hole Course, including improvement of the Driving Range turf area, rebuilding select greens and tees and irrigation systems, and regrassing the 9-Hole Course, as more specifically described in **Exhibit C Repairs and Rehabilitation**. Tenant shall pay all costs for Repairs and Rehabilitation, including design, environmental review costs, permit processing fees, building permit fees, and construction.

7.2 Tenant Improvement Fund: Tenant shall deposit One Million Dollars (\$1,000,000) (“**Tenant Initial Contribution**”) on the Effective Date of this Agreement to an escrow account agreed to by the parties (“**Tenant Improvement Fund**”); City shall contribute One Million Dollars (\$1,000,000) (“**City Contribution**”) to Tenant Improvement Fund after Tenant completes the Repairs and Rehabilitation described on **Exhibit C** and after Tenant’s plans for the resolution of the Drainage and Irrigation Issues referred to in Section 7.3 below have been approved by City. Disbursements from Tenant Improvement Fund may be made to Tenant to resolve the Drainage and Irrigation Issues pursuant to the plans approved by in accordance

	with a draw procedure reasonably approved by City.	
7.3 Drainage and Irrigation Issues:	Tenant shall submit proposed plans to resolve Drainage and Irrigation Issues identified in the National Golf Foundation Report, as described in the attached Exhibit D Drainage and Irrigation Issues , for City's review and approval, including design and environmental review, plans, permits and budgeting milestones to be established subject to City's review and approval. City's approval may not be unreasonably withheld. Tenant shall pay all costs to resolve the Drainage and Irrigation Issues, including design, environmental review costs, permit processing fees, building permit fees, and construction.	
7.4 City's Option to Terminate:	Subject to Section 4.3 hereinafter, City has option to terminate this Agreement on or after four (4) years from the Commencement Date if Tenant has not resolved Drainage and Irrigation Issues to the reasonable satisfaction of City with plans approved by City, at which time of termination \$50,000 plus any City Contribution to Tenant Improvement Fund will be immediately disbursed to City and any remaining balance will be disbursed to Tenant.	Sections 4 and 18.2
8. Address of City for Notice and Payment of Rent:	City of Alameda Office of City Manager, Room 323 2263 Santa Clara Avenue Alameda, CA 94501	Section 5 and Section 20.5
With copy of Notices to:	City Attorney 2263 Santa Clara Avenue, Room 280 Alameda, CA 94501	
Address of Tenant for Notices:	Premises Address: Chuck Corica Golf Course 1 Maitland Drive Alameda, CA 94502	
With a copy of Notices to:	George Kelley Greenway Golf 2700 Van Clief Road Stevinson, CA 95374 gkelley@greenwaygolf.com	
and	George J. Gregores Holland & Knight LLP 111 SW Fifth Avenue, Suite 2300 Portland, OR 97204	

EXHIBITS:

- Exhibit A Leased Premises (Greenway Lease Exhibit prepared by Ruggeri - Jensen - Azar dated July 2, 2012)
- Exhibit B-1 Personal Property
- Exhibit B-2 Third Party Leases (Yamaha Municipal Master Lease Agreement dated August 1, 2011, between Yamaha Motor Corporation, U.S.A. and City of Alameda)
- Exhibit C Repairs and Rehabilitation
- Exhibit D Drainage and Irrigation Issues
- Exhibit E Tenant Improvements
- Exhibit F Maintenance Standards
- Exhibit G Title Report (North American Title Company Preliminary Report dated May 22, 2012, for 1 Maitland Drive, Alameda)

AGREEMENT

1. LEASED PREMISES. City hereby leases to Tenant and Tenant hereby leases from City, for the term and upon the terms and conditions set forth in this Agreement, the following (collectively, "**Premises**"): That parcel of land commonly known as Chuck Corica Golf Complex, in the City of Alameda, State of California, and excluding the restaurant and bar facility and outdoor patio and North Course "Snack Shack", and described with more specificity in **Exhibit A Leased Premises**, which is attached to this Agreement and made a part of this Agreement for all purposes, together with all buildings, fixtures and other improvements located on said land and all easements, covenants, water rights, licenses, permits, entitlements and other appurtenant rights.

2. LEASES AND PERSONAL PROPERTY TO BE TRANSFERRED.

2.1 Leases. On the Commencement Date, City will assign and transfer to Tenant all of City's interest in certain golf carts leased by City from third parties and all leases in connection therewith ("**Third Party Leases**") utilized in the operation of the Premises, as described in **Exhibit B-2 Third Party Leases**, which is attached to this Agreement and made a part hereof. Tenant will assume and pay all rent, assumption charges and other charges due under the Third Party Leases which accrue during the Term. Any rent or other charges due under the Third Party Leases attributable to periods prior to the Commencement Date will be paid by City. The parties will make any necessary prorations of such rent and other charges pursuant to this Agreement.

2.2 Personal Property. On the Commencement Date, City agrees to sell, transfer, and convey to Tenant that certain personal property consisting generally of tools, ball dispensers and washers, mowers, vehicles (including utility vehicles and trucks), furniture, fixtures, equipment, machinery, pro shop inventory and other personal property utilized in the operation of the Premises that Tenant has agreed to purchase from City, including that personal property described in **Exhibit B-1 Personal Property**, which is attached hereto and made a part of this Agreement ("**Personal Property**"). City shall on the Commencement Date (i) execute and deliver to Tenant a bill of sale to convey title to the Personal Property to Tenant, and (ii) deliver possession of the Personal Property to Tenant at the Premises. Tenant will pay to City the amount stated in the Summary as the Personal Property Consideration in equal monthly installments plus interest over a period of 48 months commencing on the Commencement Date.

3. USE OF LEASED PREMISES.

3.1 Use. Tenant shall use the Premises for the operation of a first class municipal daily fee golf course and other activities customarily associated with or incidental to the operation of a daily fee golf course, including without limitation, sale or rental of golf related merchandise at a golf professional's shop, furnishing of lessons by a golf professional, and operation of a driving range for the use of the general public, including both City of Alameda residents and non-residents. Tenant may not use the Premises for sales of food and beverages and liquor. City agrees to provide a full service food and beverage operation at the Complex through a concessionaire with whom City has contracted during the Term of this Agreement to operate the F/B Facilities ("**F/B Concessionaire**"). City agrees that it will include in its contractual

arrangement with the F/B Concessionaire reasonable limitations and commitments to avoid material conflicts with the Tenant's operation of the Complex under this Lease. Tenant shall provide the F/B Concessionaire and its customers with equivalent access to and parking for the F/B Facilities as Tenant and Tenant's customers are provided to the Clubhouse for the Complex, which is located next to the F/B Facilities. Tenant shall avoid material conflicts with F/B Concessionaire's operation of the F/B Facilities under F/B Concessionaire's contract with the City. In the event the City's contract with the F/B Concessionaire terminates, City shall give Tenant the first right of refusal to take over operation of the F/B Facilities on terms and conditions reasonably acceptable to the parties. Tenant shall not use the Premises for any unlawful purpose and shall comply with all valid laws, rules and regulations applicable to the Premises or the businesses conducted on the Premises. Tenant shall obtain and comply with the requirements of all licenses and permits required for the permitted uses in the Premises, including, but not limited to, any required California State Department of Agriculture Permit.

3.2 Tenant's Right to Control Business Operations. Tenant shall have the exclusive right and authority to operate and manage the Premises as Tenant deems appropriate. Without limiting the foregoing, Tenant shall have the right to:

(a) implement all policies and procedures and to perform any act deemed necessary or desirable for the operation and management of the Premises; provided that said policies and procedures are consistent with City ordinances and applicable laws and codes;

(b) determine all green fees, cart fees, driving range fees, annual fees (if any), initiation fees (if any), membership dues (if any) and all other charges associated with the operation of the Premises, except that Tenant shall provide (i) discounted rates to City residents, seniors, and students in accordance with a rate schedule reasonably approved by City, with such approval not being denied if the rates proposed by Tenant are commensurate to the discounted rates being charged to local residents, seniors, and students at the comparable golf facilities listed in Section 4 of the Summary; free golf for City's three public school golf teams at times reasonably necessary to accommodate the teams' practice schedule excluding peak days, peak periods and holidays; and (iii) one free tournament per year for the non-profit Friends of the Park ("**City Benefits**") on a date and time mutually agreeable with Tenant. City may request modified City Benefits to be provided during the Term that are reasonable and consistent with the City Benefits provided herein;

(c) determine all personnel requirements, recruitment schedules and compensation levels and shall employ, train, promote, discharge and supervise all personnel performing services in and about the Premises;

(d) purchase and/or lease all furnishings, equipment, and operating supplies which Tenant deems necessary or desirable for the operation of the Premises;

(e) enter into such contracts for the furnishing of utilities, maintenance, and other services to the Premises;

(f) incur such expenses as shall be necessary for the operation and maintenance of the Premises;

(g) apply for, and use, best efforts to obtain and maintain all permits and licenses required to operate and manage the Premises;

(h) establish accounting, cash collection and payroll procedures at the Premises; and

(i) establish advertising, sales and promotion plans with respect to the Premises.

3.3 City's Entry. City shall have the right to enter and inspect the Premises at any time the facility is open or at any time upon written notice served twenty-four (24) hours in advance.

3.4 Annual Plan. In connection with Tenant's operation and management of the Premises, Tenant shall, on or before January 31 of each year during the term of this Agreement, submit to City an annual sales and marketing plan and operating and capital improvement plan, including a quality control plan for the Premises ("**Annual Plan**"). City shall have the right to comment upon and make suggestions with respect to the Annual Plan, provided, however, while Tenant shall consider all of City's suggestions and comments, Tenant shall not be obligated to implement the same.

3.5 City's Representative. The City Council designates the City Manager or the City Manager's designee, as may be designated from time to time ("City Manager's Designee"), who is authorized, on behalf of the City, to administer this Agreement and monitor Tenant's compliance with the terms hereof. The City Manager is also authorized to amend the exhibits and schedules to this Agreement on behalf of the City. However, the City Council must approve any material amendment to this Agreement or the termination of this Agreement on behalf of the City. The City Manager's Designee as of the Commencement Date is the City's Recreation and Parks Director. Tenant shall meet with City Manager's Designee, at least monthly, to review operations and progress under the Annual Plan. Tenant shall consider in good faith the requests and recommendations of the City Manager's Designee to enhance maintenance and operation of the Premises. Since the Premises are owned by the City of Alameda, Tenant will be required to contribute to the betterment of the quality of life for the residents by utilizing, when feasible, local vendors, supporting junior golf programs and City charitable events.

3.6 Additional Limitations.

(a) Except during times when capital improvements are under construction and subject to weather conditions, the limitations imposed by tournaments and Force Majeure Events (as defined hereinafter), the Complex shall be open to the public for golf course play on a non-discriminatory basis from dawn until dusk every day of the year. Tenant will keep at least one of the golf courses open when capital improvements are under construction.

(b) Tenant shall interview all those persons who at the Commencement Date are current full and part time golf course maintenance employees and will consider them for

employment subject to Tenant's customary hiring practices and employment criteria. Tenant shall not be obligated to make any offer of employment under this Section.

(c) Tenant shall consider in good faith the use of reclaimed water for irrigation purposes.

(d) Tenant shall appoint as General Manager one of the following: (i) a Class A member of the PGA; or (ii) a Class A member of the LPGA; or (iii) a person who has a minimum of three years operating experience at a similar golf facility. Tenant shall appoint as a superintendent one of the following: (i) a course superintendent who has been a member of the Golf Course Superintendent's Association of America or the Northern California Golf Course Superintendent's Association for three years; or (ii) a person who has a minimum of three years operating experience at a similar golf facility.

(e) Tenant shall honor merchandise, green fee and range certificates sold to customers prior to the Commencement Date, as prorated pursuant to Section 8 of this Agreement.

(f) Tenant shall designate a Tenant representative who will prepare agendas, compile minutes, and attend bi-monthly meetings with City's Golf Commission, and other meetings as reasonably requested by City.

4. TERM.

4.1 Initial Term. The Initial Term of this Agreement shall be as stated in the Summary.

4.2 Option to Extend. Operator shall have the right and option to extend the term of this Agreement at the end of the Initial Term, under all of the terms, covenants and conditions contained in this Agreement, for the Option Period stated in the Summary. The right to exercise this option is dependent upon Tenant not being in material default under this Agreement (after the expiration of any applicable cure periods) on the date the Option Period is to commence. Tenant must give City written notice of its intention to exercise such option not less than one hundred eighty (180) days prior to the end of the Initial Term. In the event Tenant fails to timely exercise the option, City shall give Tenant notice and ten (10) days in which to exercise the option to extend.

4.3 City Option to Terminate. City has the option to terminate this Agreement four (4) years after the Commencement Date if Tenant has not resolved Drainage and Irrigation Issues with plans approved by City and in accordance with **Exhibit D** attached hereto (which provides for and assumes, among other things, normal rainfall conditions), at which time of termination Fifty Thousand Dollars (\$50,000.00) plus any City Contribution to Tenant Improvement Fund will be immediately disbursed to City and any remaining balance will be disbursed to Tenant. In the event City wishes to exercise its option to terminate this Agreement pursuant to this Section 4.3, it must first give Tenant written notice of such intent and a period of sixty (60) days in which to cure. Any dispute between the parties with respect to the City's Option to terminate this Agreement under this Section 4.3 ("**ADR Issue**") shall be resolved in mediation or arbitration in

accordance with Section 19 hereinafter and in accordance with the remedy limitation set forth in Section 18(d) hereof.

4.4 Surrender Upon Agreement Expiration. Upon the expiration or earlier termination of this Agreement, Tenant shall return the Premises to City in its equal or better condition than Tenant received at commencement of the Initial Term, subject to force majeure, casualty and condemnation.

4.5 Disposition of Personal Property. At the termination of this Agreement, City shall have the first right to purchase from Tenant the personal property used by Tenant in the operation of the Premises consisting generally of all tools, ball dispensers and washers, mowers, vehicles, including utility vehicles and trucks, furniture, fixtures, equipment, machinery, pro shop inventory and other personal property at a price to be agreed upon between City and Tenant. City must exercise its right to purchase more than thirty (30) days in advance of the effective date of the termination of this Agreement. If City and Tenant are unable to agree upon such price within thirty (30) days of the City's exercise of its right to purchase, then the price shall be the then value of the personal property as determined by a qualified appraiser selected by City and Tenant. In the event an agreement cannot be reached as to selection of an appraiser, City and Tenant shall each select an appraiser, and the two (2) chosen shall select a third. The agreed upon opinion of two (2) of the three (3) appraisers shall be the price to be paid by City. The costs and expenses of any appraisers shall be divided equally between City and Tenant.

4.6 Lease Year Defined. The term "Lease Year" means the one year period beginning on July 1 and ending on June 30 of each year during the term of this Agreement. The first Lease Year shall be a stub period from the Commencement Date to the next June 30. Each Lease Year will constitute a separate accounting period for the purpose of computing Percentage Rent, Minimum Rent and Gross Revenue (all as defined below) for any Lease Year. Percentage Rent and Minimum Rent shall not be carried forward or backward into any other Lease Year, except for Year 5, as set forth in the Lease Summary. If this Agreement expires or is terminated prior to the end of a Lease Year, Minimum Rent and Percentage Rent shall be subject to proration.

5. RENT. In consideration of City executing this Agreement and granting the rights provided in this Agreement, Tenant shall pay to City at the address listed for City in the Summary of this Agreement during the Initial Term and the Option Period, the Minimum Rent, Percentage Rent (in lieu of Minimum Rent if applicable) and Capital Improvement Payments set forth in the Summary. Minimum Rent shall be paid in equal monthly installments, in arrears, on the first day of each calendar month during the term of this Agreement.

5.1 Percentage Rent. In any Lease Year in which the amount of Percentage Rent set forth in the Summary exceeds the Minimum Rent set forth in the Summary, Tenant shall pay to City the Percentage Rent in lieu of payment of Minimum Rent, as provided in Section 5.5 hereinafter.

5.2 Capital Improvement Payments. In any Lease Year in which the Capital Improvement Reserve Fund is less than the Capital Improvement Reserve Fund Maximum stated in the Summary, Tenant shall pay to City the Capital Improvement Payments set forth in the

Summary, which City shall set aside as a Capital Improvement Reserve Fund, which shall be used as agreed to between City and Tenant for any capital improvements to be performed by Tenant on the Premises. When the Capital Improvement Reserve Fund Maximum is reached, no further Capital Improvement Payments are required. When disbursements from the Capital Improvement Reserve Fund are made so that the Capital Improvements Reserve Fund falls below the Capital Improvements Reserve Fund Maximum, Capital Improvements Payments shall recommence. Any disagreement between the City and Tenant as to the use of funds in the Capital Improvement Reserve Fund for capital improvements to be made by Tenant (“**ADR Issue**”) shall be resolved in mediation or arbitration in accordance with Section 19 hereafter.

5.3 Annual Rent. As used herein, the term “**Annual Rent**” means, with respect to each Lease Year, the Minimum Rent paid by Tenant for that Lease Year, as applied against the Percentage Rent paid by Tenant attributable to such Lease Year.

5.4 Gross Revenue. For purposes of calculating Percentage Rent, the term “**Gross Revenue**” means all money received by Tenant as a result of the sale of goods or the provision of services from the operation of the Premises or its various components less Capital Improvement Payments made by Tenant pursuant to Section 5.2 hereinabove, but shall not include any of the following:

- (a) Cash refunds or credits allowed on returns by customers;
- (b) Sales taxes, excise taxes, gross receipts taxes, admissions taxes, use taxes and other similar taxes now or later imposed upon the sale of merchandise or services and paid by Tenant to the appropriate taxing authority, whether added to or included in the selling price;
- (c) Fees charged for golf lessons and instruction to the extent that such fees or any portion thereof are retained by the golf professionals giving lessons or instruction (including both instances where the fees, or portions thereof, are paid directly to the golf professionals and where the golf professionals receive bonuses or commissions based on the fees received from lessons or instruction);
- (d) The actual uncollectible amount of any check or bank draft received by Tenant as payment for goods or services and returned to Tenant from a customer’s bank as being uncollectible (commonly “non-sufficient funds” checks);
- (e) The actual uncollectible amount of any charge or credit account (commonly “bad debts”) incurred by Tenant for the sale of merchandise or services;
- (f) The actual uncollectible amount of any sale of merchandise or services for which Tenant accepted a credit card and charges paid to credit card providers;
- (g) Interest or other charges paid by customers for extension of credit;
- (h) Sales made by any tenant or licensee of Tenant, it being the intention of this Agreement that only Tenant’s share of the receipts of such tenants or licensees, if and to the extent actually received by Tenant, are to be included in the calculation of Tenant’s gross revenue;

- (i) Sales or trade-ins of machinery, vehicles, trade fixtures or Personal Property used in connection with Tenant's operation of the Premises;
- (j) The value of any merchandise, supplies or equipment exchanged or transferred from or to other locations of business of Tenant or any affiliate of Tenant where such exchange or transfer is not made for the purpose of (or does not have the practical effect of) avoiding a sale which would otherwise be made from or at the Premises;
- (k) Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers;
- (l) The amount of any cash or quantity discounts or rebates received from sellers, suppliers or manufacturers;
- (m) The amount of any gratuities paid or given by customers to or for employees of Tenant;
- (n) Receipts from the sales of uniforms or clothing required to be worn by employees;
- (o) Amounts attributed to meals served or provided to employees of Tenant;
- (p) The amount of any sales of merchandise discounted to employees;
- (q) Receipts from the sale of waste or scrap materials resulting from Tenant's operations;
- (r) Proceeds of any business interruption insurance maintained by Tenant;
- (s) Proceeds in connection with the payment of any claim under any property damage or liability insurance policy maintained by Tenant or City;
- (t) Proceeds in connection with the payment of any condemnation award;
- (u) Unredeemed gift card or gift certificate sales; and
- (v) Vending machine revenues to the extent not retained by Tenant.

5.5 Reporting and Payment of Percentage Rent. Within sixty (60) days after the end of each Lease Year, Tenant shall submit to City (i) a statement signed by Tenant or a person authorized by Tenant showing in reasonable detail the amount and type of Gross Revenue for the preceding year; (ii) a remittance, if appropriate, of the amount by which Percentage Rent exceeds the Minimum Rent for such Lease Year; and (iii) a remittance of the amount of the Capital Improvement Payment for such Lease Year for the City to set aside in the Capital Improvements Reserve Fund for every Lease Year that the Fund balance is Five Hundred Thousand Dollars (\$500,000.00) or less.

5.6 Maintenance and Examination of Records. Tenant shall maintain, at its principal offices, its financial records pertaining to Gross Revenue relating to the Premises during a period of four (4) years after the conclusion of any Lease Year. Further, all financial records pertaining to Gross Revenue at the Premises shall, upon at least three (3) business days' prior written request from City to Tenant, be open and available to City or City's representative for an examination at all reasonable times during business hours upon three (3) business days' notice. City shall be entitled at any time within four (4) years after the conclusion of a Lease Year to question the sufficiency of any rent payments or the accuracy of the report furnished by Tenant.

5.7 Audit. The City reserves the right to designate its representatives who shall have the right to audit Tenant's accounting procedures and internal controls of Tenant's financial systems and to examine any books, records, statements or supporting documentation as it relates to Gross Revenues from the operation of the Premises, or any other items set forth in this Agreement. All such audits shall be undertaken by City's representatives at reasonable times and in conformance with generally accepted auditing standards. Tenant agrees to fully cooperate with all such audits.

(a) The right to audit shall extend during the length of this Agreement and for a period of four (4) years, or longer if required by law, following the date of final payment under this Agreement. Tenant agrees to retain all necessary records/documentation for the entire length of this audit period.

(b) Internal controls on the receipt and recording of all cash receipts, and all other operational financial and accounting controls and procedures as they relate to Gross Revenues are subject to the approval of the City. At a minimum, the internal control of cash shall include an electronic cash register Point of Sale with an auditable daily tape, daily reconciliation of the cash deposit and sales, issuance of a physical dated receipt to every client, a daily activity report listing number of rounds, total collections, buckets of balls sold and a monthly summary report. The monthly summary report shall be submitted within twenty (20) days of each month end or twenty (20) days of the last day of each month. An annual financial statement prepared by a certified public accountant in accordance with GAAP detailing all income shall be submitted within thirty (30) days of the closing of the Lease Year.

(c) Similar POS equipment and detail must be installed with merchandise and instruction profit centers. All POS data should be easily related to Tenant's General Ledger.

(d) Tenant will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which Tenant agrees must be made as a result of any such audit or inspection of Tenant's invoices and/or records shall be made within thirty (30) days from presentation of City's findings to Tenant. If Tenant fails to make such payment, Tenant agrees to pay interest, accruing monthly, at the maximum legal rate. Interest will be computed from the date of written notification of exception(s) to the date Tenant reimburses City for any exception(s). If an audit inspection or examination in accordance with this section, discloses overcharges (of any nature) by Tenant to City in excess of one percent (1%) of the value of that portion of the contract that was audited, the actual cost of City's audit shall be reimbursed to City by Tenant. In the event the parties are unable to agree as to the results of any audit ("ADR

Issue”), the dispute shall be resolved in mediation or arbitration in accordance with Section 19 hereinafter.

6. TAXES AND ASSESSMENTS.

6.1 Real Property Taxes. Tenant shall pay directly to the appropriate taxing authorities, prior to delinquency (except in the case of contests of real estate taxes made in good faith), the actual Real Property Taxes (as defined below) assessed against the Premises which are attributable to the Premises during the term of this Agreement. The term “**Real Property Taxes**” as used herein means any fee, license fee, commercial rental tax, assessment, penalty or tax imposed by any taxing authority against the Premises. However, the Real Property Taxes do not include any special assessment imposed against the Premises for improvements made in connection with any adjacent property owned by City or any affiliate of City.

6.2 Other Taxes. Tenant shall pay all taxes, license fees or other governmental charges assessed or imposed on the Personal Property owned by Tenant located on the Premises or upon the business operations of Tenant conducted on the Premises.

6.3 Assessments. Tenant shall pay all charges and assessments associated with the Premises, including but not limited to the following:

(a) Annual assessment for maintenance of Harbor Bay Parkway, which is estimated to be Fourteen Thousand Dollars (\$14,000) per year.

(b) Annual charge for City Representative to administer this Agreement, which is estimated to be Fourteen Thousand Dollars (\$14,000) per year for a period of five (5) years or until such time as Drainage and Irrigation Issues are resolved to the satisfaction of the City in accordance with Section 9 of this Agreement, whichever occurs last.

7. UTILITIES. Tenant shall pay, before delinquency, all charges for utilities, including water, electricity, gas, heating, waste, stormwater discharge, cooling and telecommunications, used by Tenant in Tenant’s operation of the Premises. City agrees to waive the collection from Greenway of its stormwater utility fee for the Premises during the term of this Agreement.

8. PRORATION OF INCOME AND EXPENSES. As of the Commencement Date and as of the Expiration Date, or earlier termination of this Agreement, City and Tenant shall prorate the following items:

(a) All items of income relating to the operation of the Premises including, without limitation, membership dues, advance green fees, deposits for tournaments, gift certificates for merchandise in the pro shop which remain redeemable, and rain checks which remain redeemable; and

(b) All items of expenses relating to the operation of the Premises including, without limitation, real property taxes and other taxes, and utilities.

9. TENANT IMPROVEMENTS.

9.1 Repairs and Rehabilitation. Tenant at its sole cost and expense shall procure and pay all costs for Repairs and Rehabilitation, including design, environmental review costs, permit processing fees, building permit fees and construction, as generally described in the Summary, and in conformance with the milestones set forth and more specifically described in **Exhibit C Repairs and Rehabilitation** and **Exhibit E Tenant Improvements**.

9.2 Drainage and Irrigation Issues. Tenant at its sole cost and expense shall cause design drawings and plans and specifications to be prepared to resolve the Drainage and Irrigation Issues, as generally described in the Summary and more specifically described in **Exhibit D Drainage and Irrigation Issues**, for City's review and reasonable approval, including design and environmental review, plans, permits and budgeting milestones to be established subject to City's review and reasonable approval. Tenant shall pay all costs to resolve the Drainage and Irrigation Issues, including design, environmental review costs, permit processing fees, building permit fees and construction costs in accordance with **Exhibit E Tenant Improvements**. In the event of any dispute between the parties relating to the City's approval of the design drawings and plans and specifications submitted by Tenant to City pursuant to this Section 9.2 ("**ADR Issue**"), shall be resolved in mediation or arbitration conducted in accordance with Section 19 hereinafter.

9.3 Tenant Improvement Fund. As security for the performance of Tenant's obligations under this Agreement to resolve the Drainage and Irrigation Issues, Tenant shall deposit Tenant Initial Contribution as stated in the Summary on the Effective Date of this Agreement to an escrow account agreed to by Tenant and City, which shall constitute the "**Tenant Improvement Fund.**" City shall contribute City Contribution as stated in the Summary to Tenant Improvement Fund after Tenant completes the Repairs and Rehabilitation and after Tenant's plans for the resolution of the Drainage and Irrigation Issues have been approved by City. Disbursements from Tenant Improvement Fund shall be made to Tenant to resolve the Drainage and Irrigation Issues pursuant to the plans approved by City and subject to the draw procedure reasonably approved by City at the time of the approval of the plans and specifications, as set forth in **Exhibit D Drainage and Irrigation Issues** and **Exhibit E Tenant Improvements**.

9.4 Capital Improvement Reserve Fund. After Tenant completes the Repairs and Rehabilitation and resolved the Drainage and Irrigation Issues to City's reasonable satisfaction, and annually thereafter, Tenant will submit to City for its review and reasonable approval a proposed Capital Improvement Budget ("**CIP Budget**") for major capital improvements, refurbishment and enhancements for the Premises. Expenditures from the Capital Improvement Reserve Fund may be made only for capital improvement projects contained in any City approved CIP Budget. Any amounts remaining in the Capital Improvement Reserve Fund at expiration or termination of this Agreement will be paid to City. Any dispute between the parties relating to City's approval of the CIP Budget ("**ADR Issue**") shall be resolved in mediation or arbitration conducted in accordance with Section 19 hereinafter.

9.5 Trucking for Tenant Improvements and Capital Improvements. Tenant must submit a trucking route and scheduled hours for delivery to and removal from the Premises of

construction materials for Tenant Improvements and Capital Improvements (collectively, "Construction Deliveries"). All Construction Deliveries must be made through the Harbor Bay Parkway and not Island Drive. Tenant will be responsible for repairing any portion of any public road that is damaged due to the Construction Deliveries.

10. MAINTENANCE AND REPAIRS. Tenant shall, at its sole cost, maintain the Premises and keep the Premises in good order and in a condition comparable to the condition of other similar class municipal and public golf courses in the area surrounding the Premises with comparable (i) quality of physical improvements, (ii) maintenance standards, and (iii) green fee structure. Tenant shall at all times comply with the maintenance and repair standards set forth in **Exhibit F Maintenance Standards**, which is attached hereto and made a part of this Agreement. Except as provided in Section 11.3 of this Agreement, Tenant hereby accepts the Premises in its existing "as is" condition as of the Commencement Date, and subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record set forth on **Exhibit G Title Report** attached hereto, and accepts this Agreement subject thereto.

11. ORDINANCES AND STATUTES

11.1 Municipal, County, State and Federal Regulations. Tenant shall comply with the requirements of all Municipal, County, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all Municipal Ordinances and State and Federal Statutes now in force or which may hereafter be in force, including, but not limited to, the City's non-smoking ordinance. The judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding against Tenant whether City is a party thereto or not, that Tenant has violated any such ordinance or statute in the use of the Premises, shall be conclusive of that fact as between City and Tenant.

11.2 Federal Americans With Disabilities Act and State of California Equivalent Statutes, Codes, Rules and Regulations. Tenant shall maintain the Premises in accordance with the Americans with Disabilities Act and any and all other California equivalent statutes, codes, rules and regulations.

11.3 Hazardous Materials Regulations. Tenant shall keep the Premises free of Hazardous Materials (as hereinafter defined); provided, however, that Tenant shall not be liable or responsible for government response obligations, third party claims, environment management or remediation costs necessitated by the Use of the Premises, caused by or arising out of Hazardous Materials existing in, on, or about the Premises prior to the Commencement Date, including but not limited to Recognized Environmental Conditions, as that term is defined by ASTM E1527 - 05, identified in the Phase I Environmental Site Assessment, Preliminary Soil Quality Investigation, & Asbestos and Lead-Based Paint Screening Survey prepared by Strategic Engineering & Science, Inc. dated October 18, 2010. Tenant shall not use, generate, manufacture, store, release, or dispose of Hazardous Materials in, on, or about the Premises, except for storage, handling and use of reasonable quantities and types of materials on the Premises in the ordinary course and the prudent conduct of Tenant's Use of the Premises. Tenant's storage, handling and use of such permitted Hazardous Materials must at all times

conform to all Governmental Requirements and to applicable fire, safety and insurance requirements. No Hazardous Materials shall be spilled or disposed of on, in, under or around the Premises or otherwise discharged from the Premises, except in accordance with Government Requirement; provided, however, that Tenant shall not be liable or responsible for Hazardous Materials that migrate on, in, under or around the Premises from a location outside the Premises. "Hazardous Materials" shall include, but not be limited to, substances defined as "hazardous substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C.A §§9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A §§6901, et seq.; and those substances defined as "hazardous materials" in Section 25501 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to said laws.

12. INSURANCE AND INDEMNIFICATION.

12.1 Insurance Coverage. Tenant shall maintain, at Tenant's sole cost and expense the following types of insurance coverage relating to the Premises and Tenant's operations of the Premises at all times throughout the term of this Agreement:

(a) Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) arising out of Tenant's operations, and contractual liabilities including a Broad Form endorsement covering the insuring provisions of this Agreement and the performance by Tenant of the Tenant's indemnity obligations set forth in this Agreement, for limits of liability not less than the following:

Bodily Injury and Property	\$2,000,000 each occurrence
Damage Liability	\$4,000,000 annual aggregate
Personal Injury Liability	\$2,000,000 each occurrence
	\$4,000,000 annual aggregate

(b) All Risk Property and Casualty Insurance covering the Premises, including the clubhouse and related buildings (excluding any improvements that constitute the F/B Facilities) with coverage limits not less than the full replacement cost of the Premises. Tenant shall also maintain insurance coverage on, or otherwise assume financial liability for, the Personal Property and the furnishings and equipment owned by Tenant and providing business interruption coverage for a period of one year in an amount equal to no less than the Minimum Rent and Percentage Rent for the immediately preceding year of this Agreement.

(c) Worker's Compensation and Employer's Liability or other similar insurance pursuant to all applicable state and local statutes and regulations.

(d) Comprehensive automotive liability coverage with combined single limit of \$2,000,000 each occurrence.

(e) Pollution Legal Liability insurance covering the insured against obligations or costs associated with third party environmental claims, remediation and

contaminated media management necessitated by the presence of unknown Hazardous Materials, or new regulatory requirement associated with the presence of Hazardous Materials on, under, about or threatening the Premises. Such Policy shall include terms and limits not less than the following:

Term: 10 years, to be renewed to provide coverage through the expiration or termination of this Agreement.

Coverage: \$5,000,000 each occurrence
\$5,000,000 annual aggregate

Self Insured Amount or retention cannot exceed: \$100,000

12.2 General Provisions. Tenant shall provide City with a current Certificate of Insurance, including the additional insured endorsement of the City for the insurance required by this Agreement evidencing coverage(s) and limits prior to the Commencement Date and naming the City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. All required policies shall remain in force throughout the life of this Agreement and shall be payable on a "per occurrence" basis unless City specifically consents in writing to a "claims made" basis. Should any of the required insurance policies in this Agreement be cancelled or non-renewed, it is Tenant's duty to notify City immediately upon receipt of the notice of cancellation or non-renewal. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement.

12.3 Certificate of Coverage. Tenant shall submit a certificate of coverage and proof of payment of premiums to City annually and upon City's request. Any insurance required to be carried under this Agreement may be included as part of any blanket or other policy or policies of insurance, subject to the provisions of this Agreement.

12.4 Tenant Indemnification. Tenant shall indemnify, protect, defend and hold harmless City and its employees, contractors, and agents from and against any and all claims arising from Tenant's use, occupancy, and enjoyment of the Premises, or from the conduct of Tenant's business or from any activity, work, or things done, permitted, or suffered by Tenant in or about the Premises or elsewhere and shall further indemnify, protect, defend and hold harmless City from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Agreement, or arising from any act or omission of Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim, Tenant upon notice

from City shall defend the same at Tenant's expense by counsel reasonably satisfactory to City, and City shall cooperate with Tenant in such defense. Except as provided in Section 11.3 of this Agreement, Tenant, as a material part of the consideration to City, hereby assumes all risk of damage to property of Tenant in, upon, or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against City.

City shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises. City shall not be liable for injury to Tenant, Tenant's employees, agents, or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. City shall not be liable for any damages arising from any act or neglect or any other Tenant, occupant, or user of the Premises.

12.5 City shall indemnify, protect, defend and hold harmless Tenant and its employees, contractors, and agents from and against any and all claims, remediation or other costs or obligations that are specifically arising from or associated with to the following known environmental conditions identified as of the Commencement Date, including (a) the closed leaking underground storage tank clean-up site identified as Alameda County Case Number RO0001043 and San Francisco Bay Regional Water Quality Control Board Case Number 01-0047; (b) the Alameda City Landfill identified as San Francisco Bay Regional Water Quality Control Board Case Number 2019122001; (c) sediment contained in water basin located on the Premises; (d) Hazardous Materials that migrate on, in, under or around the Premises from the Oakland International Airport; and (e) Recognized Environmental Conditions identified in the Phase I Environmental Site Assessment, Preliminary Soil Quality Investigation, & Asbestos and Lead-Based Paint Screening Survey prepared by Strategic Engineering & Science, Inc. dated October 18, 2010. This City indemnification obligation and hold harmless obligation shall not include damages, liabilities and/or claims arising out of or caused by willful misconduct or the negligence of Tenant.

13. DAMAGE AND RESTORATION

13.1 Total Destruction. If the buildings or other improvements on the Premises should be totally destroyed (i.e., damage in excess of partial destruction as defined below) by fire or other casualty or a force majeure occurrence, Tenant shall have the option, to be exercised in writing within thirty (30) days of such destruction, to either (a) terminate this Agreement in which event the parties shall have no further obligations hereunder, or (b) elect to repair and restore the Premises and thereafter diligently pursue such restoration to completion.

13.2 Partial Destruction. If the buildings or other improvements on the Premises under this Agreement should be partially damaged by fire or other casualty or a force majeure event, then Tenant shall, subject to the availability of insurance proceeds (it being understood and acknowledged that Tenant shall have no obligation to repair or restore any portion of the

Premises if insurance proceeds are not available to fully restore the same), restore the buildings and improvements in a good and workmanlike manner to a condition as good as or better than the condition in which the buildings and improvements existed prior to their damage or destruction. For purposes of this Agreement, the term "partially damaged" means (a) damage to the extent of one third or less of the full replacement cost of the buildings and improvements at the Premises or (b) damage to the extent that no more than eighteen (18) holes on the golf course at the Premises are rendered unplayable. If the insurance proceeds made available to Tenant are not sufficient to fully restore the Premises, then Tenant may either (a) terminate this Agreement upon written notice to City in which event the parties shall have no further liability hereunder, or (b) elect to restore the buildings and improvements with its own funds, in addition to the insurance proceeds available. In addition, notwithstanding anything in this Section to the contrary, if, as a result of the partial destruction of the Premises, Tenant is unable to make full and productive economic use of the Premises and, in Tenant's reasonable determination, the full and complete restoration of the Premises will take in excess of one hundred eighty (180) days, then Tenant may, upon written notice to City within sixty (60) days after the partial destruction occurs, terminate this Agreement, in which event the parties shall have no further obligations hereunder.

13.3 Damage During the Last Two Years of the Agreement Term. Notwithstanding the provisions of this Section to the contrary, if during the last two (2) years of the term of this Agreement, the buildings or other improvements on the Premises are damaged to the extent of ten percent (10%) or more of the full replacement cost of the buildings and improvements on the Premises, then Tenant shall have the option, to be exercised within thirty (30) days of such damage or destruction, to either (a) terminate this Agreement in which event the parties shall have no further obligations hereunder or (b) elect to repair and restore the Premises in accordance with the provisions of this Section above.

13.4 Rental Abatement and Term Extension. If Tenant is unable to make full and productive economic use of the Premises during repair, reconstruction or replacement as provided for in this Section, Tenant's rental obligations under Section 5 shall be abated until such time as Tenant is again fully able to do so.

13.5 Application of Insurance Proceeds Upon Termination. If, after the partial or total destruction of the Premises, this Agreement is terminated pursuant to the provisions of this Section, then all insurance proceeds made available on account of such destruction shall first be paid to City and to Tenant pro rata to reimburse City and Tenant for the value of any and all improvements made to the Premises by Tenant at City's and Tenant's expense prior to such destruction until such time as Tenant and City have received full reimbursement for all such improvements; then to Tenant for the value of any personal property at the Premises owned by Tenant; then to City until such time as City has received full reimbursement for the value of the improvements at the Premises which existed as of the first day of the Initial Term and the balance, if any, shall be paid to Tenant. In addition, any funds remaining in the Tenant Improvement Fund that were deposited by City and Tenant shall be disbursed first to reimburse City for the City Contribution and then to reimburse Tenant for Tenant's Contribution.

14. EMINENT DOMAIN.

14.1 Total Taking. If at any time during the term of this Agreement, use of all or a material portion of the Premises shall be taken by condemnation or by right of eminent domain, then this Agreement shall terminate on the date of such taking and all rental payments already made shall be apportioned as of the date of the taking. For purposes of this Section, a "material portion" shall be deemed to have been taken if the remaining portion cannot economically be used by Tenant, in Tenant's reasonable judgment, in the manner in which the Premises were used prior to such taking.

14.2 Partial Taking. In the event that use of less than all or a material portion of the Premises is taken by condemnation or by right of eminent domain, then this Agreement shall not terminate, but the Minimum Rent due during the remainder of the term of this Agreement shall be reduced as of the date of such partial taking in a proportion to the reduction in the Gross Revenues of the Premises attributable to such partial taking.

14.3 Condemnation Award. If there is a taking by right of eminent domain, the award shall belong to and be paid to City, except that Tenant shall receive from the award the following: (a) a sum attributable to the value of Tenant's leasehold estate; (b) a sum attributable to Tenant's loss of good will. In addition, if there is a termination due to a Total Taking, any funds remaining in the Tenant Improvement Fund that were deposited by City and Tenant shall be disbursed first to reimburse City for the City Contribution and then to reimburse Tenant for Tenant's Contribution.

15. REPRESENTATIONS, WARRANTIES AND COVENANTS.

15.1 Power and Authority. City hereby represents and warrants that it has the requisite right, power, legal capacity and authority to enter into this Agreement and to fully perform each and all of its obligations under this Agreement. Tenant hereby represents and warrants that it has the requisite right, power, legal capacity and authority to enter into this Agreement and to fully perform each and all of its obligations under this Agreement.

15.2 No Conflict. City represents and warrants that neither this Agreement nor the consummation of the transactions contemplated by this Agreement will result in a breach of or constitute a default under any other agreement, commitment or obligation to which City or the Premises is bound, nor will it violate any law, rule, regulation, restriction, judicial or administrative order, judgment or decree applicable to City or the Premises. Tenant represents and warrants that neither this Agreement nor the consummation of the transactions contemplated by this Agreement will result in a breach of or constitute a default under any other agreement, commitment or obligation to which Tenant is bound, nor will it violate any law, rule, regulation, restriction, judicial or administrative order, judgment or decree applicable to Tenant.

15.3 Encumbrances. City shall not (a) grant any easements, rights of way, licenses or other similar rights, (b) convey to the public or dedicate to the public all or any portion of the Premises, or (c) consent to the Premises being included as part of an assessment district.

15.4 City Representations and Warranties. City is not aware of and has not received notice of any current violation of any applicable federal, state or local statutes, regulations, or

ordinances, nor does it have actual knowledge of any threatened claim, action, demand, suit, proceeding, hearing, or governmental investigation against or involving the Premises, including but not limited to any matter relating to the fill material on the Premises, other than the Stipulated Order for Preliminary Relief in U.S. District Court, NDCA, Case # C09-05684 RS, *United States v. City of Alameda*, filed 9/6/11, and disclosed to Tenant.

16. **FRUSTRATION OF PURPOSE.** At any time during the term of this Agreement, (i) if the governing body of any political subdivision having competent jurisdiction over the Premises should enact any valid zoning or other ordinance, law or regulation (collectively, "**Use Law**") which prohibits the use of the whole or a substantial part of the Premises for the purposes as provided in this Agreement; (ii) if an event of force majeure (collectively, "**Force Majeure Event**") occurs, including without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts or omissions of government, labor disputes, shortages of fuel or other materials, accidents, fires, explosions, floods, earthquakes, or other acts of God, which substantially prevents Tenant's use of the Premises as provided for in this Agreement for a period of thirty (30) days or more; it is agreed that Tenant may elect, within one hundred twenty (120) days after the effective date of such Use Law or the occurrence of the Force Majeure Event, to (i) cancel this Agreement and surrender possession of the Premises; or (ii) in the event of a Force Majeure Event, extend the time of Tenant's performance hereunder by a reasonable period until Tenant's use of the Premises can be resumed. Any such cancellation and surrender shall act to release and discharge Tenant from any further obligation under this Agreement. In addition, it is agreed that during the period of any Force Majeure Event, City and Tenant shall be excused from performing their respective obligations under this Agreement whether or not Tenant exercises its right to terminate as provided herein. In addition, if there is a termination due to a Use Law or a Force Majeure Event, any funds remaining in the Tenant Improvement Fund that were deposited by City and Tenant shall be disbursed first to reimburse City for the City Contribution and then to reimburse Tenant for Tenant's Contribution.

17. **TRANSFER ARRANGEMENT.** Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any portion of Tenant's interest in this Agreement or in the Premises (each a "**Transfer Arrangement**") without City's prior written consent, which City shall not unreasonably withhold or delay. Any attempted Transfer Arrangement without such consent shall be void, and shall constitute a breach of this Agreement. Any sale or other transfer, including by consolidation, merger, or reorganization, of a majority of the voting stock of Tenant, if Tenant is a corporation, or any sale or other transfer of a majority of the partnership interest in Tenant, if Tenant is a partnership, shall be a Transfer Arrangement for purposes of this Section. If Tenant desires City's consent to Transfer Arrangement, Tenant shall submit to City the documentation concerning the Transfer Arrangement and all other information which City may reasonably request including, without limitation, sufficient information to enable City to determine the character, quality, type of business, and financial responsibility of the proposed transferee. Tenant shall notify City of any request for consent to a Transfer Arrangement at least sixty (60) days prior to the proposed effective date of such Transfer Arrangement.

Regardless of City's consent, no Transfer Arrangement shall release Tenant of Tenant's obligations hereunder or alter the primary liability of Tenant to pay the Rent, and to perform all other obligations to be performed by Tenant hereunder. City may accept Rent from any person

other than Tenant pending approval or disapproval of such Transfer Arrangement. Any delay in the approval or disapproval of such Transfer Arrangement or the acceptance of Rent shall not constitute a waiver or estoppel of City's right to exercise its remedies for the breach of any of the terms or conditions of this Section. Consent to one Transfer Arrangement shall not be deemed consent to any subsequent assignment. In the event of default by any transferee of Tenant in the performance of any of the terms hereof, City may proceed directly against Tenant without the necessity of exhausting remedies against said transferee. City may consent to subsequent Transfer Arrangements of this Agreement or amendments or modifications to this Agreement with transferees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Agreement.

The following terms and conditions shall apply to any subletting by Tenant of all or any portion of the Premises (each a "**Subletting Arrangement**"):

(a) Tenant shall absolutely and unconditionally assign and transfer to City as security for the performance of Tenant's monetary obligations hereunder, all of Tenant's interest in all rentals and income arising from such Subletting Arrangement, and City may collect such rent and income and apply same toward Tenant's obligations under this Agreement, provided, however, that until a default shall occur beyond applicable notice and cure periods in the performance of Tenant's monetary obligations under this Agreement, Tenant shall have a license to receive, collect, and enjoy the rents accruing under such Subletting Arrangement. City shall not, by reason of the Subletting Arrangement or by reason of the collection of rents from any transferee, be deemed liable to the transferee for any failure of Tenant to perform and comply with any of Tenant's obligations to such transferee under such Subletting Arrangement. Tenant shall irrevocably authorize and direct any such transferees, upon receipt of a written notice from City stating that a default exists in the performance of Tenant's monetary obligations under this Agreement, to pay to City the rents due and to become due under the Subletting Arrangement. Tenant agrees that such transferee shall have the right to rely upon any such statement and request from City and that such transferee shall pay such rents to City without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against such transferee or City for any such rents so paid by said transferee to City.

(b) No Subletting Arrangement entered into by Tenant shall be effective unless and until it has been approved in writing by City. In entering into any Subletting Arrangement, Tenant shall use only such form of Subletting Arrangement as is satisfactory to City, and once approved by City, such Subletting Arrangement shall not be changed or modified without City's prior written consent. Any transferee shall, by reason of entering into a Subletting Arrangement under this Agreement, be deemed, for the benefit of City, to have assumed and agreed to confirm and comply with each and every obligation herein to be performed by Tenant other than such obligations as are contrary to or inconsistent with provisions contained in a Subletting Arrangement to which City has expressly consented in writing.

(c) The consent by City to any subletting shall not release Tenant from its obligations or alter the primary liability of Tenant to pay the Rent and perform and comply with all of the obligations of Tenant to be performed under this Agreement.

(d) Consent by City to any subletting shall not constitute a consent to any subsequent subletting by Tenant or to any assignment or subletting by the transferee. However, City may consent to subsequent sublettings and assignments of the Subletting Arrangement or any amendments or modifications thereto without notifying Tenant or anyone else liable on the Agreement or Subletting Arrangement and without obtaining their consent and such action shall not relieve such persons from liability.

(e) In the event of any default under this Agreement, City may proceed directly against Tenant or anyone else responsible for the performance of this Agreement, including the Transferee, without first exhausting City's remedies against any other person or entity responsible therefor to City, or any security held by City or Tenant.

(f) In the event Tenant shall default in the performance of its obligations under this Agreement, City, at its option and without any obligation to do so, may require any Transferee to attorn to City, in which event City shall undertake the obligations of Tenant under such Subletting Arrangement from the time of the exercise of said option to the termination of such Subletting Arrangement; provided, however, City shall not be liable for any prepaid rents or security deposit paid by such Transferee to Tenant or from any other prior defaults of Tenant under such Subletting Arrangement.

(g) Each and every consent required of Tenant under a Subletting Arrangement shall also require the consent of City.

(h) No Transferee shall further assign or sublet all or any part of the Premises without City's prior written consent.

(i) City's written consent to any subletting of the Premises by Tenant shall not constitute an acknowledgment that no default then exists under this Agreement of the obligations to be performed by Tenant nor shall such consent be deemed a waiver of any then-existing default, except as may be otherwise stated by City at the time.

(j) With respect to any subletting to which City consents, City agrees to deliver a copy of any notice of default by Tenant to the Transferee and such Transferee shall have the right to cure a default of Tenant within ten (10) days after service of said notice of default upon such Transferee, and the Transferee shall have a right of reimbursement from and against Tenant for any such defaults cured by the Transferee.

Notwithstanding anything to the contrary set forth herein, Tenant has the right, without obtaining City's consent, but upon prior written notice to City to: (a) assign this Lease or sublet all or any part of the Premises to (i) any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with Tenant (an "Affiliate"), or (ii) to a successor of Tenant or an Affiliate by merger, reorganization, or consolidation, which directly or indirectly under common control with Tenant. "Control" (and variations thereof) means the ownership of not less than 50% of the equity or other ownership interests of the entity in question or the power to direct or control the management of such entity.

18. BREACH AND REMEDIES.

18.1 Conditions of Default. The occurrence of any one or more of the following events shall constitute a material default of this Agreement by Tenant:

(a) The vacating or abandonment of the Premises by Tenant for five (5) business days in any thirty (30) day period (other than a temporary vacation as a result of damage, casualty, or a Force Majeure Event.

(b) The failure by Tenant to make any payment of Minimum Rent or Percentage Rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of five (5) days after written notice thereof from City to Tenant. In the event that City serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall also constitute the notice required by this subsection.

(c) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Agreement where such failure shall continue for a period of thirty (30) days after written notice thereof from City, Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter, diligently prosecutes such cure to completion. To the extent permitted by law, such thirty (30) day notice shall constitute the sole and exclusive notice required to be given to Tenant under applicable Unlawful Detainer statutes.

(d) The occurrence of any of the following events: (i) the making by Tenant of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant becoming a "debtor" as defined in 11 U.S.C.A §101 or any successor statute thereto, or any action taken or suffered by Tenant under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief statute, whether now existing or hereinafter amended or enacted; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Agreement, where possession is not restored to Tenant within ninety (90) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Agreement, where such seizure is not discharged within thirty (30) days. In the event that any provision of this Section is contrary to any applicable law, such provision shall be of no force and effect.

(e) The discovery by City that any financial statement given to City by Tenant was intentionally materially false at the time given.

18.2 Remedies. Upon the occurrence of any event of default by Tenant, City shall have, in addition to any other remedies available to City at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue anyone or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

(a) Terminate this Agreement, in which event Tenant shall immediately surrender the Premises to City, and if Tenant fails to do so, City may, without prejudice to any

other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and may recover from Tenant the following:

- (i) the worth at the time of any unpaid Rent which has been earned at the time of such termination; plus
- (ii) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (iii) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (iv) Any other amount necessary to compensate City for all the detriment proximately caused by Tenant's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and
- (v) At City's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "**Rent**" as used in this Section shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Agreement, whether to City or to others. The "worth at the time of award" shall be computed by allowing interest at the rate set forth in this Agreement, but in no case greater than the maximum amount of such interest permitted by law. The "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(b) City shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if City does not elect to terminate this Agreement on account of any default by Tenant, City may, from time to time, without terminating this Agreement, enforce all of its rights and remedies under this Agreement, including the right to recover all rent as it becomes due.

(c) City shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under this Agreement), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Agreement, or restrain or enjoin a violation or breach of any provision hereof.

(d) Notwithstanding anything contained herein to the contrary, in the event City terminates this Agreement pursuant to Section 4.3 hereinabove, City's sole monetary remedy shall be disbursement to City of the \$50,000 in the Tenant Improvement Fund deposited by Tenant plus any City Contribution to the Tenant Improvement Fund as specified in Section 4.3 plus two (2) years of Minimum Rent of \$75,000 per year. City shall have no right to recover any further monetary damages as provided for in Subsection 18.2(a) hereinabove.

19. DISPUTE RESOLUTION.

19.1 Resolution by the Parties. The parties hereto desire, pursuant to the provision of this Section 19, to establish procedures to facilitate the informal and inexpensive resolution of certain specified disputes as specifically referenced in this Agreement as an ADR Issue. All other defaults and disputes are subject to the Default and Remedies Section 18 of this Agreement, including but not limited to applicable summary proceedings, and are not subject to this Dispute Resolution Section 19.

To accomplish this objective, City and Tenant agree to follow the procedures set forth below for an ADR Issue. The complaining party shall write a description of the alleged ADR Issue ("**ADR Issue Notice**") and provide to the other party in accordance with provisions regarding Notice under this Agreement. The ADR Issue Notice shall explain the nature of the ADR Issue refer to the relevant sections of the Agreement upon which the ADR Issue is based. The complaining party shall also set forth a proposed solution to the problem, including a reasonably specific time frame within which the parties must act. The party receiving the letter must respond in writing within ten (10) days with an explanation, including references to the relevant parts of the Agreement and a response to the proposed solution. Within ten (10) days of receipt of this response, the parties must meet in person or by telecommunication and discuss options for resolving the ADR Issue. The complaining party must initiate the scheduling of this resolution meeting.

19.2 Mediation. If the dispute is not resolved informally, a settlement conference must be held within thirty (30) days of an unsuccessful resolution meeting. The settlement conference will be held at offices of the City. Within ten (10) days of an unsuccessful resolution meeting the parties must agree on an individual with substantial experience in the golf industry or a mediator on the American Arbitration Association's National Golf Industry Panel to act as the mediator at the settlement conference.

19.3 Arbitration. If the ADR Issue is not settled by the other resolution formats prescribed herein, the parties agree to submit the ADR Issue to AAA for binding arbitration in Alameda County, California. The aggrieved party may initiate arbitration by sending written notice of an intention to arbitrate in accordance with provisions regarding Notice under this Agreement to all parties and to AAA. The notice must contain a description of the ADR Issue, the amount involved, and the remedy sought. Either party may seek equitable relief from the arbitration in addition to monetary damages. Any ADR Issue shall be settled in accordance with AAA's Commercial Arbitration Rules before an arbitrator or arbitrators selected from the AAA's National Golf Industry Panel, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may

be required by statute. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "**Costs and fees**" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award shall include findings of fact and conclusions of law and shall be accompanied by a reasoned opinion. The award shall include a breakdown as to specific claims.

20. QUIET ENJOYMENT. Subject only to the terms of this Agreement, so long as Tenant complies with its obligations under this Agreement, City shall secure to Tenant the quiet and peaceful enjoyment of the Premises and the sole and exclusive possession of the Premises without objection or interference from City or any party claiming under City.

21. GENERAL PROVISIONS.

21.1 Entire Agreement. This Agreement contains all of the agreements of the parties with respect to the matters covered by this Agreement, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated in the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an agreement in writing signed by both of the parties.

21.2 Waiver. Waiver by either City or Tenant of any breach by the other of any covenant, condition or obligation contained in this Agreement or failure by either City or Tenant to exercise any right of remedy in respect of any such breach shall not constitute a waiver of any such breach or of any subsequent breach of any covenant, condition or obligation, nor bar any right or remedy of City or Tenant in respect of any such subsequent breach.

21.3 Memorandum of Agreement. At City's request, City and Tenant agree to execute and deliver a short form memorandum of this Agreement in recordable form. The parties further agree, however, that the memorandum shall in no way be deemed or interpreted to amend, change, define, explain or add to the provisions of this Agreement.

21.4 Brokers. City and Tenant represent to each other that they are not obligated to any broker or finders in connection with this Agreement, and each party agrees to defend, indemnify and hold the other harmless from any claim, suit or demand made upon the other by any person, firm or corporation for brokerage fees or commissions or other similar compensation with respect to this Agreement arising out of any act or agreement of the indemnifying party.

21.5 Notices and Addresses. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (1) by personal delivery with receipt acknowledged in writing; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (3) by deposit with an overnight express delivery service with receipt acknowledged in writing. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by

personal delivery shall be deemed effective at the time of personal delivery. Notice also may be given by means of electronic facsimile transmission ("fax"); provided, however, that in order for a fax notice to be deemed effective, the party giving notice by fax shall provide a "hard copy" of the faxed notice thereafter to the other party pursuant to one of the three (3) methods of "hard copy" delivery specified in this Section.

21.6 Governing Law; Partial Invalidity. This Agreement and the rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of California. If any term or provision of this Agreement or application of this Agreement to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21.7 Attorney Fees. If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs as fixed by the court.

21.8 Holding Over. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Agreement, Tenant's occupancy of the Premises shall be a "month-to-month" tenancy, subject to all the terms of this Agreement applicable to a month-to-month tenancy.

21.9 Estoppel Certificates. Upon City's or Tenant's written request, the other party shall execute, acknowledge and deliver to the requesting party, a written statement certifying: (a) that none of the terms or provisions of this Agreement have changed (or if they have been changed, stating how they have been changed); (b) that this Agreement has not been cancelled or terminated; (c) the last date of payment of the Minimum Rent and other charges and the time period covered by such payments; and (d) that the other party is not, to the best of the certifying party's knowledge, in default under this Agreement (or, if the other party is claimed to be in default, stating why). Such party shall deliver such statement to the requesting party within ten (10) days after the requesting party's request. Any such statement may be given by the requesting party to any prospective purchaser or encumbrancer of City or Tenant's interest in this Agreement.

21.10 Captions. Captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

21.11 Exhibits. The Exhibits referred to in the Summary and attached to this Agreement are incorporated herein as if set forth in full.

21.12 Further Assurances. City and Tenant agree that at any time or from time-to-time after the execution of this Agreement, they shall, upon request of the other, execute and deliver such further documents and do such further acts and things as may be reasonable requested in order to fully effect the purpose of this Agreement.

21.13 No Joint Venture. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, a partnership or joint ventures between City and Tenant. It is understood and agreed that neither any provisions contained in this Agreement nor any acts of City or Tenant shall be deemed to create any relationship between City and Tenant other than the relationship of landlord and tenant.

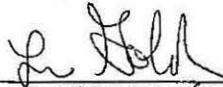
21.14 No Interpretation Against Draftsman. City and Tenant hereby agree that no provision of this Agreement shall be construed against either Tenant or City on the basis that the provision was drafted by such party or such party's counsel.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

CITY:

CITY OF ALAMEDA, a California municipal corporation

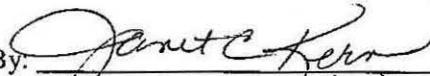
By: 
Name: ACTING CITY LISA GOLDMAN
Title: ACTING CITY MANAGER
Date: 8/1/12

Recommended for Approval:

By: 
Name: LISA GOLDMAN
Title: ASSISTANT CITY MANAGER
Date: 8/1/12

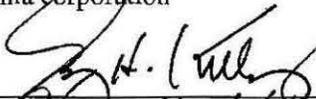
Approved as to Form:

CITY ATTORNEY

By: 
Name: JANET C. KERN
Title: CITY ATTORNEY
Date: 7-16-12

TENANT:

GREENWAY GOLF ASSOCIATES, INC., a California corporation

By: 
Name: George H. Kelley
Title: President
Date: 7/9/12

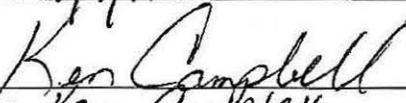
By: 
Name: Ken Campbell
Title: Secretary/Treasurer
Date: 7-09-12

Exhibit A

Leased Premises

(Greenway Lease Exhibit prepared by Ruggeri - Jenson Azar dated July 2, 2012 attached)



LEGEND

- GOLF COURSE LIMITS
- EXCLUDED AREAS

GREENWAY LEASE EXHIBIT

CITY OF ALAMEDA, CALIFORNIA



RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4990 CHERRY DRIVE, SUITE 200 PLEASANTON, CA 94566
PHONE: (925) 227-9700 FAX: (925) 227-9300

Exhibit B-1

Personal Property Attached

No.	Make	Model	Year	Function	Hours/Mileage	Status	Condition	Value	Fair Market Value	Comment
1										
2										
3										
4	John Deere	3235C	2006	Fairway Mower	No Meter	Needs Repairs	Poor	\$2,500		There are many items not in good shape and from several different manufacturers as well as inconsistent w/Greenway national brand accounts. Which is not desired as it will require more parts and challenges. Greenway can assist City in lining up vendors to purchase items not desired by Greenway.
5	John Deere	3235C	2008	Fairway Mower	No Meter	In-Use	Poor	\$5,000		
6	John Deere	7700	2010	Fairway Mower	741	In-Use	Good	\$38,000		
7	John Deere	2500A	2006	Greens Triplex Mower	3075	In-Use	Fair	\$2,500		
8	John Deere	2500A	2006	Greens Triplex Mower	2945	In-Use	Fair	\$2,500		
12	John Deere	2243D	1997	Greens Triplex Mower	1696	Scrap	Poor	\$1,500		
13	John Deere	2243D	1997	Greens Triplex Mower	2995	Scrap	Poor	\$2,500		
22	Toro	Multipro 1250	2007	Spray Rig	480	In-Use	Good	\$9,500	\$7,100	
23	Toro	GM 345	1994	72" Rotary Rough Mower	1939	In-Use	Fair	\$3,000		
24	Toro	Greens Aerator	1989	Walking Aerifier	No Meter	In-Use	Poor	\$500		
25	Toro	Greens Aerator	1989	Walking Aerifier	No Meter	Scrap	Poor	\$500		
26	National	84	1989	Trim Mower	3126	Needs Repairs	Poor	\$500		
27	National	84	1992	Trim Mower	557	Needs Repairs	Poor	\$500		
28	National	8400	1998	Trim Mower	1532	Needs Repairs	Poor	\$250		
29	Jacobsen	SV3422	1989	Utility Vehicle		In-Use	Poor	\$500		
30	Jacobsen	Greens King V	1995	Greens Triplex Mower	4574	Scrap	Poor			
31	Jacobsen	Greens King V	1997	Greens Triplex Mower	5456	Scrap	Poor			
32	Jacobsen	Greens King IV	1994	Greens Triplex Mower	2767	Scrap	Poor			
33	Jacobsen	HR 5111	1998	Rotary Rough Mower		Scrap	Poor			
34	Jacobsen	422D	1995	72" Rotary Rough Mower	860	In-Use	Fair	\$1,500		
35	Jacobsen	1900D	N/A	Trim Mower	2149	In-Use	Fair	\$4,500		
39	EZGO	Workhorse	2004	Gasoline Utility Vehicle	No Meter	Scrap	Poor	\$1,200		
40	PROGRESSIVE	Pro-Flex 120	2011	(Attachment)Rotary Rough Mower	No Meter	In-Use	Good	\$35,000		
41	Cushman	Turf Truckster	1989	Gasoline Utility Vehicle	2163	Scrap	Poor	\$1,000		
42	Cushman	120 Spray Tank	1989	(Attachment)Spray Tank	No Meter	Scrap	Poor	\$1,200		
43	Toro	Proforce Blower	2011	(Attachment)Debris Blower	40	In-Use	Good	\$7,000	\$4,760	
44	John Deere	R2i	2006	(Attachment)Mounted Aerifier	No Meter	Needs Tank	Poor	\$500		
47	Olathe	54HL	N/A	Debris Sweeper	No Meter	Scrap	Poor			
48	Tennant	6500	2000	Street Sweeper		In-Use	Fair	\$3,000		
50	Turfco	1530SP	1998	(Attachment)Rotary Top Dresser	No Meter	In-Use	Fair	\$1,000	\$460	
51	Toro	2300	1990	(Attachment)Hydraulic Top Dresse	No Meter	Needs Repairs	Poor	\$1,000		
52	LELY	N/A	N/A	(Attachment)Spreader	No Meter	In-Use	Fair	\$750		
53	MQ	Pump	N/A	3" Trash Pump W/Hoses	No Meter	In-Use	Fair	\$100		
56	Ford	F-650	2000	Dump Truck		In-Use	Fair	\$17,000		
57	Ford	Ranger PU	1996	Pickup Truck		In-Use	Poor	\$17,000		
58	Toro	Realmaster	1998	(Attachment)Reel Rough Mower	No Meter	Scrap	Poor	\$2,000		
59	Toro	Realmaster	1998	(Attachment)Reel Rough Mower	No Meter	Scrap	Poor			
60	Ryan	JR Sod Cutter	N/A	Sod Cutter	No Meter	In-Use	Fair	\$2,000	\$1,450	
61	Ryan	Mat-a-way	N/A	Dethatcher	No Meter	In-Use	Good	\$1,000		
62	SIP	Reel Grinder	N/A	Reel Grinder	No Meter	In-Use	Good	\$22,000	\$12,000	
63	SIP	Bedknife Grinder	N/A	Bedknife Grinder	No Meter	In-Use	Good	\$10,000	\$4,000	
64								\$0		
65	Emerson Electric	A.C. 200	N/A	Arc Welder	No Meter	In-Use	Poor	\$500		
66	Delta	N/A	N/A	Drill Press	No Meter	In-Use	Poor			
67	Coats	40-40	N/A	Tire Changer	No Meter	In-Use	Poor			
Maintenance Equipment Total								\$194,000	\$29,770	
68	Yamaha	Range Picker		Yamaha Range Picker		In-Use	good	\$4,900	\$4,000	
69	Yamaha	Utility		Yamaha Utility		In-Use	Fair	\$8,500	\$4,500	Due to our Natl Account pricing,
70	Derone	Ball Washer		Derone Ball Washer		In-Use	Fair	\$1,500	\$1,000	we can get new equip. for much less
71	Range Servant	Dispenser		Range Serva Dispenser		In-Use	Fair	\$2,000	\$1,500	
Total Range Equipment								\$16,900	\$11,000	
72	Pro Shop	Inventory		Golf Shop Inventory (as of report)*				\$105,000	\$58,958	Some outdated & Not what we carry
73	Office Equipment			Office Equipment				\$4,000	\$2,550	
74	Computers	7 total		Computers (7) total		In-Use	Fair	\$3,500	\$2,100	
75	Security System			Security System		In-Use	Fair	\$1,500	\$1,000	
Total Other*								\$114,000	\$64,608	
Grand Total*								\$324,900	\$105,378	

* Inventory in shop subject to change and shall be based on agreed prices and final inventory

~~INVENTORY WE DON'T WANT~~ = \$29,284
~~INVENTORY WE WANT TO BE REDUCED~~ = \$32,010 ÷ 2 = (\$16,005)
 EVERYTHING ELSE = \$42,953
TOTAL = \$58,958

Chuck Corica Golf Complex
 Inventory On Hand

Date 05/31/2012
 Time 16:33:49
 Page 1

For All Inventory Classes
 Current File
 10 Golf Shop

Item	Description	Size	Cost	On Hand	Total Cost	Retail	Total Retail
1700136001	Adidas Gloves		7.310	2	14.62	14.000	22.00
1700154001	AMA - Carl Mills		8.000	11	88.00	13.990	153.89
1700226002	Callaway - Tour Authentic Glove		8.073	4	32.29	12.000	48.00
1700370001	FootJoy Weathersof Glove		6.238	301	1877.94	11.030	3320.03
1700370002	FootJoy Wintersof Mens Gloves		12.480	28	324.74	21.000	546.00
1700370004	FootJoy - Raingrip Gloves		12.281	25	307.03	22.000	650.00
1700370005	FootJoy - Spider Gloves		7.960	0	0.00	13.000	0.00
1700370006	FootJoy - Stasof Gloves		13.225	82	1084.45	20.000	1640.00
1700946002	Tibetst Parma Soft Glove		8.816	143	1232.08	14.990	2143.67
1760370002	FootJoy - Stasof Gloves		8.154	37	301.70	11.030	408.11
1780370001	FootJoy Junior Glove		5.384	68	366.11	7.500	610.00
1800136008	Adidas Powerband Shoes 4.0		84.790	4	339.12	120.000	558.00
1800138018	Adidas - Adi Comfort Men's		26.060	0	0.00	74.990	0.00
1800136018	Adidas - Greenstar Men's Shoe		46.190	0	0.00	89.990	0.00
1800136020	Adidas - SO JR		97.500	0	0.00	107.250	0.00
1800136021	Adidas - Tour 360 Men's Shoes		99.180	51	6059.18	140.000	8160.00
1800136022	Adidas - Men's Adicross		50.289	28	1408.09	89.990	2519.72
1800136024	Adidas - Men's Tech Resonse		30.000	0	0.00	60.000	0.00
1800172001	Ashworth - Men's Cardiff Shoe		88.969	20	1379.38	119.990	2399.80
1800370002	FootJoy Greenjoys		38.177	37	1412.55	50.000	1850.00
1800370009	FootJoy Mens Superite Golf		50.575	27	1365.53	76.000	2052.00
1800370013	FootJoy - Streets		68.650	10	686.50	89.000	890.00
1800370015	FootJoy Sport Men's Shoes		83.928	21	1762.61	120.000	2820.00
1800370018	FootJoy - Contour Spikeless		68.864	35	2410.24	89.000	3455.00
1800675001	Oakley - Holoover Shoes		53.670	12	644.04	70.000	548.00
1800675002	Oakley - Flagstick Shoes 18		6.990	14	67.46	70.000	980.00
1850136008	Adidas Driver Okapi Shoes		44.890	1	44.89	80.000	80.00
1850136011	Adidas - Slingback Shoes 2.0		30.820	0	0.00	70.000	0.00
1850136012	Adidas - Driver Val Z Women's		43.830	3	131.49	55.990	167.97
1850136013	Adidas - Women's Adicross		46.547	15	698.21	79.000	1185.00
1850136014	Adidas - Natalie Signature Shoes		56.720	4	226.88	99.000	396.00
1850370001	FootJoy L6 Pro		38.910	13	518.09	89.000	867.00
1850370003	FootJoy - Womens Summer		36.406	11	400.47	75.000	825.00
1850370004	FootJoy - Women's Dryjoys		43.408	14	607.71	79.000	1106.00
1850370005	FootJoy - Women's LoPro		64.260	14	899.64	89.000	1388.00
1875136002	Adidas - Junior Shoes		34.570	8	278.56	49.990	399.92
1875136003	Adidas - Junior Adicross		31.880	6	191.28	55.000	330.00
1875370002	FootJoy - Junior Shoes		24.910	4	98.44	35.000	140.00
1900001001	Taylormade - RocketBallz Golf		4.710	0	0.00	6.760	0.00
1900226005	Top Flite D2 / Diva 15 Pack		13.080	14	183.12	16.500	231.00
1900226009	Callaway - HX Diablo Tour Ball		3.946	0	0.00	6.500	0.00
1900226010	Callaway - Solara Golf Ball		4.059	114	482.73	6.750	665.50
1900226011	Topflite - XL 15 pack		2.323	26	60.40	10.020	260.52
1900226012	Callaway - HEX Chrome Golf		7.064	59	416.78	10.020	501.18
1900226013	Callaway - HEX Black Golf Ball		8.930	110	982.30	13.010	1431.10
1900262004	Srixon Z Star / Star X		7.883	36	283.79	11.030	397.08
1900305001	Chromax M1 Golf Ball		2.152	46	98.99	3.000	138.00
1900928001	Taylormade - Penta Golf Balls		7.890	115	907.35	11.950	1374.25
1900928003	Taylor Made - Burner Ball		3.750	0	0.00	5.520	0.00
1900928004	Noodle Golf Ball		2.154	21	45.23	4.000	84.00
1900946003	Pinnacle Logo Single Ball		0.710	139	98.89	1.380	161.82
1900946004	Pinnacle (15 Pack)		11.222	86	965.00	18.000	1378.00

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1900946005	Titelst Pro V1 / V1X		8.835	856	7553.93	12.510	10688.06
1900946012	Titelst NXT Tour		8.051	12	72.81	8.510	102.12
1900946018	Pinnacle Golf Balls		4.998	20	121.96	9.000	267.00
1900946022	Titelst DT Solo		3.948	11	43.41	5.240	67.64
1900946025	Titelst - Velocity		5.114	92	470.48	6.990	643.08
1950900001	Used Golf Balls (single)		0.000	-1	0.00	0.920	-0.92
1950900002	Used Golf Balls (12 pack)		0.000	0	0.00	6.520	0.00
2000226001	Callaway - Razor Fit Driver		293.420	1	293.42	399.000	399.00
2000226002	Callaway Demo		114.000	5	570.00	0.000	0.00
2000262002	Cleveland - Black Driver		274.420	1	274.42	399.000	399.00
2000262003	Cleveland - Classic Driver		206.898	3	620.69	299.000	897.00
2000262004	Cleveland - Classic Tour Driver		260.330	1	260.33	379.000	379.00
2000262005	Cleveland - SO Joe		121.320	0	0.00	134.000	0.00
2000262006	Cleveland Demo Driver		119.460	2	238.92	0.000	0.00
2000298001	Cobra AMP Driver		218.650	1	218.65	316.000	316.00
2000298002	Cobra AMP Offset Driver		181.880	1	181.88	289.000	289.00
2000298003	Cobra - ZL Encore Driver		296.850	1	296.85	399.000	399.00
2000786001	Seamore - Belly putter Nickel		120.000	4	480.00	180.000	720.00
2000928016	Taylormade - Superfast Driver		97.470	0	0.00	169.000	0.00
2000928017	Taylormade - Demo 1358		140.418	6	842.51	0.000	0.00
2000928018	Taylormade - R11S Driver		258.363	8	1550.18	399.000	2394.00
2000928019	Taylormade - RBZ Driver		198.278	6	1189.67	299.000	1794.00
2000928020	Taylormade Demo Driver 3653		139.210	7	974.47	0.000	0.00
2000928021	Taylormade - SO Demoday		622.630	0	0.00	834.000	0.00
2000946003	Titelst - 910D Driver		275.147	0	0.00	350.000	0.00
2000946004	Titelst - S/O JR		263.510	1	263.51	292.510	292.51
2000946006	Titelst Demo		122.000	1	122.00	0.000	0.00
2010226001	Callaway - Razor Fit FW Woods		184.960	3	554.88	249.000	747.00
2010262001	Cleveland - Fairway Woods		138.075	3	408.23	199.000	597.00
2010262002	Cleveland - Black FW Woods		168.940	1	168.94	229.000	229.00
2010586002	Mizuno - SO Sujiyama		230.970	0	0.00	330.000	0.00
2010928009	Taylor Made - R11 Fairway		104.380	0	0.00	149.000	0.00
2010928010	Taylor Made - Superfast Fairway		75.520	0	0.00	109.000	0.00
2010928011	Taylormade - R11S FW Woods		172.580	6	1035.48	249.000	1494.00
2010928012	Taylormade - Demo woods		97.510	2	195.02	0.000	0.00
2010928013	Taylormade - RBZ FW Demo		108.810	1	108.81	0.000	0.00
2010946005	Titelst - 910 Fairway Woods		157.640	3	472.92	249.000	747.00
2015228006	Callaway - Diablo Edge Hybrid		101.549	0	0.00	99.000	0.00
2015226307	Callaway - Razor Hybrid		118.170	2	236.34	169.000	338.00
2015262001	Cleveland - Mashie Hybrid		101.788	5	508.94	149.000	745.00
2015298004	Cobra - Rail Hybrid		79.820	3	239.46	99.000	297.00
2015298006	Cobra - Rail Hybrid		117.450	2	234.90	169.000	338.00
2015928011	Taylormade - R11 Rescue		78.190	0	0.00	109.000	0.00
2015928012	Taylormade - Superfast Hybrid		82.440	0	0.00	89.000	0.00
2015928013	Taylormade - RBZ FW Woods		160.465	7	1123.26	229.000	1603.00
2015928014	Taylormade - RBZ Rescue		123.521	7	864.65	179.000	1253.00
2015948002	Titelst - 910 Hybrid		145.847	2	291.29	229.000	458.00
2020262001	Cleveland - CG Black 5-PW Irons		623.190	0	0.00	899.000	0.00
2020730001	Ping - SO Sullivan		118.840	1	118.84	132.000	132.00
2020730002	Ping - SO Mitchell		814.480	1	814.48	899.000	899.00
2020928001	Taylormade - SO RBZ Irons		366.810	0	0.00	525.000	0.00
2020946001	Titelst - SO Irons		744.810	0	0.00	990.000	0.00

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2030228001	Callaway - Forged Wedge		87.840	11	986.24	129.000	1419.00
2030262002	Cleveland - 588 Forged Wedge		98.183	29	2739.31	139.000	4031.00
2030298001	Cobra - Trusty Rusty Wedge		89.730	3	269.19	129.000	387.00
2030730004	Ping - Eye2 XG Wedge		81.203	8	487.22	119.000	714.00
2030928001	TaylorMade - ATV Wedge		80.362	5	401.81	119.000	595.00
2030946001	Titleist Vokay Wedge		57.557	1	57.56	89.000	89.00
2030946003	Titleist - SM4 Vokay Wedge		80.425	15	1206.38	129.000	1935.00
2040226001	Odyssey - White Ice Sabertooth		116.805	2	233.61	180.000	360.00
2040226002	Odyssey - White Ice 2 Ball/Mini T		131.595	5	657.96	189.000	845.00
2040226003	Odyssey - Backstryke Putters		141.635	3	424.91	200.000	600.00
2040226004	Odyssey - White Ice Dart		144.490	4	577.96	209.000	836.00
2040226005	Odyssey - Metal X Putter		100.562	9	905.06	149.000	1341.00
2040226006	Odyssey - Metal X 2 Ball		134.790	2	269.58	194.000	388.00
2040262004	Cleveland Classic Putter		57.368	4	229.47	75.000	300.00
2040262005	Cleveland - Bellyputter		90.385	2	180.77	129.000	258.00
2040262006	Cleveland - Sub30 Putter		90.200	2	396.80	149.000	598.00
2040262007	Cleveland - Sub30 Type 60		127.070	2	254.14	179.000	358.00
2040262008	Cleveland - Sub 30 Long type 60		142.310	1	142.31	209.000	209.00
2040640003	Navay Comprobes XRAY		112.950	2	225.90	180.000	320.00
2040676008	Odyssey - White Hot XG 2.0		73.985	1	73.97	120.000	120.00
2040676010	Odyssey - White Ice Putter		68.884	3	233.42	109.000	545.00
2040730008	Ping - Scottsdale Anser		85.850	1	85.85	129.000	129.00
2040730009	Ping - Karsten Putter		67.850	0	0.00	99.000	0.00
2040730010	Ping - JN Putters		54.020	5	270.10	79.000	395.00
2040788001	Seamore - Belly Putter Mallet		105.000	2	210.00	188.000	330.00
2040928010	Taylor Made - Ghost Putter		109.597	4	438.39	155.000	620.00
2040928011	TaylorMade - Ghost Spider		118.440	2	236.88	175.000	350.00
2040928013	TaylorMade - Ghost Belly Putter		137.273	2	274.55	199.000	398.00
2040928014	TaylorMade - Ghost Manta Putter		124.800	1	124.80	179.000	179.00
2040928015	TaylorMade - Whitesmoke Putter		72.303	3	216.91	99.000	297.00
2040946001	Titleist - Scotty Camreon Putters		232.850	1	232.85	329.000	329.00
2040946002	Titleist - Camreon PUD		298.550	0	0.00	300.000	0.00
2050228003	Callaway - Starter Set		152.000	0	0.00	200.000	0.00
2060988001	TaylorMade - Demo # 0775		554.070	1	584.07	0.000	0.00
2100222001	OGIO		74.010	0	0.00	110.000	0.00
2100222002	Ogio - Cart Bag		68.890	0	0.00	159.000	0.00
2100222003	Ogio - Wire Stand Bag		55.890	2	113.38	129.000	258.00
2100226005	Callaway - Hyperlite/Cart Bag		93.000	1	93.00	140.000	140.00
2100226006	Callaway - Warbird Golf Bag		62.222	2	124.44	135.000	270.00
2100226007	Callaway - 14 Cart Bag		120.000	0	0.00	180.000	0.00
2100226008	Callaway - Hyperlite 2.5 Bag		52.000	6	312.00	78.000	458.00
2100226009	Callaway - Hyperlite 4.5 Golf Bag		105.000	2	210.00	169.000	338.00
2100226010	Callaway - Hyperlite 3.5 Golfbag		92.000	3	276.00	149.000	447.00
2100262001	Cleveland - Stand Bag		105.875	3	317.03	159.000	477.00
2100262002	Cleveland - Ultralite Bag		81.577	3	184.73	129.000	387.00
2100675001	Oakley - Carrybag		87.270	1	87.27	129.000	129.00
2100730005	Ping - Hooper C1 Golf Bag		100.448	2	200.89	149.000	298.00
2100730006	Ping - 4 Series Golf Bag		66.045	3	290.84	139.000	417.00
2100730007	Ping - Hooper Golf Bag		120.945	4	483.78	179.000	716.00
2100730008	Ping - SO Aris		80.950	0	0.00	90.000	0.00
2100928004	Taylor Made - Pure Lite 2.0 Bag		99.735	1	99.74	169.000	169.00
2100928006	TaylorMade - Sunday Bag		46.796	0	0.00	89.000	0.00

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2100928007	Taylormade - Microtte 2.0 Bag		87.750	1	87.75	159.000	159.00
2100928008	Taylormade - R11 Golf Bag		98.020	1	98.02	169.000	169.00
2100928009	Taylormade - RBZ Stand Bag		108.820	1	108.82	159.000	159.00
2100928010	Taylormade - RBZ Cart Bag		114.860	0	0.00	169.000	0.00
2100948002	Titleist Back Pack		44.100	0	0.00	75.000	0.00
2100946004	Titleist BX/SX 6 Series Bag		104.914	4	419.60	159.000	636.00
2100946009	Titleist SX/BX1 carry bag		87.220	2	174.44	129.000	258.00
2100946015	Titleist - Sunday Bag		35.770	0	0.00	50.000	0.00
2100946017	Titleist Cart Bag		121.275	5	606.38	109.000	645.00
2100948018	Titleist - TB1SX14 Golf Bag		121.320	3	363.96	180.000	540.00
2150270001	Clc Cart 3.0		137.000	4	548.00	189.000	798.00
2150270002	Clcgear - SO Forde		6.000	0	0.00	9.000	0.00
2150892001	Sun Mountain - Micro Cart		116.859	0	0.00	169.000	0.00
2200154002	Brush Tees Multi Pack /Oversize		5.120	4	20.48	9.000	36.00
2200154003	Zero Friction Tees		3.863	84	324.49	5.000	470.00
2200154004	Spring Tee		4.228	10	42.28	8.500	65.00
2200154005	4 More yards tees		3.011	6	18.07	8.000	36.00
2200154006	Stinger Pro Tees		1.275	17	21.68	2.000	34.00
2200154007	Epoch - S3 Tees		3.251	1	3.25	7.500	7.50
2200154009	Smart Tees		2.600	4	10.40	4.750	19.00
2200154010	Martini Tees		2.880	0	0.00	4.500	0.00
2200424004	Brush Tees Xtreme Length		4.393	11	48.32	7.000	77.00
2200424006	Tees 2 3/4 Bag		0.371	1308	485.27	0.680	902.52
2200424009	Down the Middle Tees		2.116	83	190.70	3.500	325.50
2205001001	Fix Master Divot Tool		4.950	0	0.00	7.500	0.00
2205154001	AMA - Turtle Tool		3.617	3	10.85	5.500	16.50
2205154002	AMA - Divot Tool 3 pack		2.250	4	9.00	4.000	16.00
2210154003	AMA Hat Clip		4.559	39	177.80	8.000	234.00
2210154007	NFL - Divot Tool/Cap Clip		6.807	3	19.82	10.000	30.00
2210154008	AMA - Assorted Ball Markers		0.750	6	3.75	1.500	7.50
2210154009	Pro Putt 360		5.880	1	5.88	9.950	9.95
2210154010	Check go Ball Inler		6.150	4	24.80	11.000	44.00
2215226001	Callaway - Umbrella		20.750	11	228.25	35.000	385.00
2215882001	Sun Mountain Umbrella		21.963	5	109.82	35.000	175.00
2215928002	Taylor Made - Dbl Canopy		33.563	1	33.56	47.000	47.00
2215946002	Titleist - Umbrella		21.560	13	280.28	40.000	520.00
2215946003	Titleist - SO Jlang Umbrella		34.300	0	0.00	84.000	0.00
2220675005	Oakley - Replacement Lens		25.390	1	25.39	50.000	50.00
2220675010	Oakley - \$120.00		82.700	2	125.40	120.000	240.00
2220675011	Oakley - \$100.00		50.818	4	203.67	100.000	400.00
2220675014	Oakley - \$110.00		55.380	1	55.38	130.000	110.00
2220675016	Oakley - \$140.00		70.615	3	211.85	140.000	420.00
2220675017	Oakley - \$145.00		72.500	1	72.50	145.000	145.00
2220675021	Oakley - \$160.00		81.752	2	163.50	160.000	320.00
2220675022	Oakley - \$185.00		100.000	2	200.00	185.000	390.00
2220675025	Oakley - \$80.00		40.360	0	0.00	80.000	0.00
2220675026	Oakley - \$130.00		66.877	1	66.88	130.000	130.00
2220675027	Oakley - \$150.00		78.469	-1	-78.47	150.000	-150.00
2220675028	Oakley - \$180.00		82.250	2	164.50	180.000	360.00
2220675029	Oakley - \$200.00		95.551	0	0.00	200.000	0.00
2220675030	Oakley - \$220.00		112.076	1	112.08	220.000	220.00
2220675031	Oakley - \$280.00		140.380	0	0.00	280.000	0.00

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2220875032	Oakley - \$170.00		85.380	0	0.00	170.000	0.00
2220875033	Oakley - \$90.00		46.380	1	46.38	90.000	0.00
2220675034	Oakley - \$190.00		93.785	3	281.38	190.000	570.00
2220600001	Tifosi - Sunglasses		21.134	14	295.88	39.950	559.30
2225998002	Laupold - GX- 1 Range Finder		249.570	0	0.00	299.000	0.00
2225998003	Laupold - GX 2 Range Finder		233.320	1	233.32	299.000	299.00
2230164001	Sunblock		3.423	21	71.88	5.000	105.00
2230424001	Lip Balm		1.177	21	24.72	2.250	47.25
2246164001	Castlehay Iron Covers		13.225	1	13.23	22.980	22.98
2245154002	AMA - Ironcovers		7.500	1	7.50	14.990	14.99
2245154003	AMA - Puttercover		2.430	1	2.43	6.000	6.00
2245928001	Taylormade -SC Frank		32.830	0	0.00	41.370	0.00
2250090001	Davant - Golf Towels		7.960	62	413.92	14.990	779.48
2250154004	MLB/NFL - Tri Fold Towels		8.420	0	0.00	18.000	0.00
2250228001	Callaway - Golf Towels		14.220	12	170.64	20.000	240.00
2250228002	Callaway - Rainhood Towel		17.750	9	159.75	30.000	270.00
2250928002	Taylor Made - R11 Cart Towel		12.037	3	36.11	20.000	60.00
2250946001	Titleist DrifHood Towel		19.800	1	19.60	35.000	35.00
2250946002	Titleist PlayersTowel		11.760	0	0.00	20.000	0.00
2255136001	Adidas - Golf Spikes		8.270	0	0.00	13.000	0.00
2255154001	Lead Tape		1.553	12	18.84	2.500	30.00
2255154002	Shoe Laces		1.321	27	35.67	2.000	54.00
2255154003	Swing Ring		2.320	0	0.00	4.000	0.00
2255154005	Golf Spikes		6.971	48	334.61	11.030	529.44
2255154010	Abacus		3.733	0	0.00	4.750	0.00
2255154015	Gaiters		10.950	0	0.00	18.000	0.00
2255154017	Alignment Stick		3.995	7	27.97	7.000	49.00
2255154019	Putt Cup Reducar		9.950	2	19.90	16.500	33.00
2255154020	Ball pick up		1.228	3	3.68	2.000	6.00
2255154023	AMA - 18 Hole Scorekeeper		3.063	8	18.38	5.000	30.00
2255154024	Golf Tube		1.260	5	6.40	2.000	10.00
2255154025	Putterholder		1.390	0	0.00	3.000	0.00
2255154026	Bee Line Putt Trainer		8.370	0	0.00	14.000	0.00
2255154027	AMA - Accessory Pouch		3.000	6	18.00	5.000	30.00
2255154028	Champ - Spike Brush		3.614	1	3.61	7.000	7.00
2255154029	Ballzee Pocket Cleaner		4.110	6	24.66	8.000	48.00
2255154030	Ballbrite Ball & Club Cleaner		11.170	4	44.68	19.000	76.00
2255154031	Short Flye Balls		3.720	0	0.00	6.000	0.00
2255424001	Putterfinger		1.070	1	1.07	1.500	1.50
2255424005	Wiffle Balls		1.500	0	0.00	3.000	0.00
2255424010	Groove Tube Brush		3.503	5	17.52	6.000	30.00
2255424011	Gauze Tape		1.203	15	18.05	2.000	30.00
2255424012	Hand Heaters		0.859	60	61.54	2.000	120.00
2255424013	Line M Up Pro		3.850	8	23.10	7.500	45.00
2255424015	Spike Wrench		2.313	8	20.82	6.000	54.00
2255424017	Sharpie Markers		1.049	42	44.06	2.000	84.00
2255658001	Nike - Solar /Thermol		12.358	6	74.15	24.990	149.94
2255776001	Wire Club Brush		1.974	33	65.14	3.500	115.50
2255892001	Sun Mountain Speed Car Seat		15.000	1	15.00	22.000	22.00
2255892003	Sunmountain - Tire		20.400	1	20.40	28.000	28.00
2255946001	Titleist - Cart Mills		20.400	0	0.00	40.000	0.00
2255998001	Painkillers		2.251	97	218.35	3.960	387.03

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Inventory On Hand

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Item	Description	Size	Cost	On Hand	Total Cost	Retail	Total Retail
2255998002	Bandaids/Tums		1.868	44	73.39	2.990	131.56
2300102001	Cutter & Buck - Men's Shirts		19.878	0	0.00	39.990	0.00
2300102002	Cutter & Buck Men's Mock/LS		20.320	15	304.80	49.990	749.85
2300136001	Adidas - Men's Polo		20.903	39	815.22	69.000	2301.00
2300172001	Ashworth - Men's Shirts		23.999	61	1445.46	44.990	2744.39
2300255001	Camouflage Men's Shirts		33.810	14	473.34	69.990	839.86
2300370001	FootJoy - Men's Shirts		32.591	30	977.73	69.000	1770.00
2300370002	FootJoy - Base Layer Shirt		29.003	5	145.02	49.000	245.00
2300586001	Mizuno - Men's Shirts/Mock		40.635	5	202.68	69.990	349.95
2300622002	Monterey Club - Men's Shirt		17.808	0	0.00	39.990	0.00
2300658001	Nike - Men's Mock		22.390	4	89.56	48.990	187.96
2300658002	Nike - Men's Shirt		29.860	0	0.00	58.000	0.00
2300658003	Nike - UV Polo		35.530	3	108.59	69.990	209.97
2300672001	Ashworth - Men's		28.991	24	695.78	69.990	1679.76
2300682001	Monterey Club - Men's Pullover		23.480	6	140.88	49.990	299.94
2310450001	Greg Norman - Men's		51.740	2	103.48	89.000	198.00
2315102001	Cutter & Buck - Men's Vest		19.860	0	0.00	39.990	0.00
2315172001	Ashworth - Men's Vest		23.664	4	94.66	47.990	191.96
2315450001	Greg Norman - Men's Vest		46.334	3	139.00	89.000	287.00
2315622001	Monterey Club - Men's Vest		15.310	3	45.93	33.990	101.97
2320102001	Cutter & Buck - Men's Shorts		19.452	5	97.26	37.000	185.00
2320136001	Adidas - Men's Shorts		21.170	0	0.00	59.000	0.00
2320172001	Ashworth - Men's Shorts		21.170	0	0.00	49.990	0.00
2320622001	Monterey Club - Men's Shorts		16.430	19	312.17	48.000	912.00
2320658001	Nike - Men's Shorts		31.300	0	0.00	48.990	0.00
2325172001	Ashworth/Adidas - Men's Pants		35.595	18	640.71	74.990	1349.82
2330586001	Nike - Men's Pants		38.388	1	38.39	79.990	79.99
2330102002	Cutter & Buck Men's Outerwear		23.556	2	47.31	44.990	89.98
2330136001	Adidas - Men's Pullover		29.474	5	147.37	79.990	399.95
2330136002	Adidas - Men's L/S Windshirt		30.719	9	276.47	65.000	585.00
2330136003	Adidas - Men's Retro Pullover		28.010	0	0.00	59.990	0.00
2330136004	Adidas - Men's S/S Windshirt		28.210	6	169.26	59.000	354.00
2330172001	Ashworth - Mens Pullover		30.078	0	0.00	79.990	0.00
2330370001	FootJoy - S/S Windshirt		29.850	1	29.85	59.000	59.00
2330370003	FootJoy - Men's Light Jacket		84.064	3	252.19	150.000	450.00
2330370004	FootJoy - Men's Sport Windshirt		39.027	1	39.03	78.000	76.00
2330370005	FootJoy - Men's Perf Pullover		42.240	0	0.00	85.000	0.00
2330450002	Greg Norman - Men's Pullover		31.120	4	124.48	63.990	255.96
2330586001	Mizuno - 1/4 Zip Pullover		52.510	0	0.00	89.990	0.00
2330622001	Monterey Club - Windshirt/Jacket		15.472	9	139.25	75.000	675.00
2330658001	Nike - Men's Pullover		28.510	0	0.00	57.990	0.00
2330658002	Nike - Men's Jacket		42.015	3	126.05	79.990	239.97
2330658003	Nike - S/S Windshirt		31.997	2	63.99	59.990	119.98
2330860001	Sunice - Waterproof		72.137	4	288.55	169.000	676.00
2330860007	Sunice Mens Silverton Shell		29.990	0	0.00	55.990	0.00
2330860008	Sunice - Shellbrook RA		95.000	2	190.00	0.000	0.00
2335370002	FootJoy - Men's Rainpants		57.190	0	0.00	118.000	0.00
2335370003	FootJoy - Tour Rainshirt		92.850	0	0.00	179.000	0.00
2335450001	Greg Norman - Rain Chino Pants		50.710	5	253.55	97.990	489.95
2335450002	Greg Norman - Waterproof		86.870	3	260.61	169.990	509.97
2335450003	Greg Norman - Waterproof 1/2		74.370	4	297.48	144.990	579.96
2335658001	Nike - Rainsuit		58.870	0	0.00	149.000	0.00

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Item	Description	Size	Cost	On Hand	Total Cost	Retail	Total Retail
2335860001	Sunica - Waterproof Pants		56.400	0	0.00	99.000	0.00
2335892005	Sun Mountain Provisional Suit		47.183	1	47.16	80.000	80.00
2340136001	Adidas - Perf Socks		7.270	39	283.53	11.990	467.81
2340136002	Adidas - Climacool Socks		5.070	22	111.54	7.990	175.78
2340370001	Footjoy Cotton Sof		3.060	51	158.08	5.000	255.00
2340370002	Footjoy Socks 3 pack		6.542	48	300.83	9.000	414.00
2340370003	Footjoy - Pro Dry Socks		5.514	48	264.87	8.000	384.00
2340370004	Footjoy - Tech Soft Socks		6.520	28	189.52	8.000	247.00
2345600001	Canterbury - Men's Ball \$75.00		37.600	6	225.00	75.000	450.00
2345600002	Canterbury - Men's Ball \$70.00		28.700	10	287.00	50.000	300.00
2345600003	Canterbury - Men's Ball \$45.00		22.300	14	312.00	45.000	630.00
2345600004	Canterbury - Men's Ball \$35.00		27.433	10	274.33	55.000	550.00
2345600005	Canterbury - Men's Ball \$28.00		14.000	21	294.00	28.000	588.00
2345600006	Canterbury - \$70.00		24.500	28	706.00	70.000	770.00
2400102007	CB - Women's Polo		24.243	10	242.43	40.000	400.00
2400136026	Adidas - Woman's Polo		28.097	23	648.23	49.990	1149.77
2400622001	Monterey Club - Women's Shirt		18.220	30	578.60	66.000	1980.00
2400658001	Nike - Women's Polo		25.745	2	51.49	44.990	89.98
2400659002	Nike - Women's Mock		21.979	11	241.77	39.990	439.89
2416136001	Adidas - Women's Windproof		24.673	3	74.02	49.990	149.97
2416622001	Monterey Club - Women's Vest		15.400	0	0.00	32.990	0.00
2420102002	CB - Woman's Shorts		34.070	1	34.07	68.000	68.00
2425622001	Monterey Club - Women's Bottom		22.643	8	181.14	72.000	576.00
2430136001	Adidas - Women's Jacket		30.312	2	60.62	64.890	129.98
2430136003	Adidas - Womens' Pullover		30.807	2	61.61	61.990	123.98
2430172001	Ashworth - Women's Pullover		33.100	2	66.20	86.990	133.98
2430370001	Footjoy - Women's Full Zip		42.500	7	297.50	85.000	595.00
2430622002	Monterey - Women's S/S Pullover		36.390	0	0.00	40.500	0.00
2430658001	Nike - Women's Pullover		33.160	5	165.80	83.990	334.95
2430800005	Sunica Womens Alva Soft Shell		24.990	1	24.99	54.950	54.95
2435860001	Sunica - Merlinga Waterproof		34.980	1	34.98	89.990	89.99
2500658001	Nike - Youth Polo		17.883	11	198.71	34.990	384.89
2500658002	Nike - Youth Pullover		23.620	2	47.24	47.990	95.98
2600101001	Imperial - Caps		7.520	5	37.60	15.000	75.00
2600136005	Adidas - Headwear		12.708	106	1348.84	21.990	2330.94
2600154001	Flat Hair		10.120	5	50.60	16.000	80.00
2600226001	Callaway Caps		12.575	65	817.38	20.000	1300.00
2600262001	Cleveland Cap/Visors		11.527	24	276.65	19.000	456.00
2600370002	Footjoy - Rainhat		17.210	3	51.83	29.000	87.00
2600658001	Nike - Caps		10.480	2	20.92	20.000	40.00
260076001	Oakley - Caps		12.884	35	443.24	22.000	770.00
2600730001	Ping Caps		9.044	21	189.92	20.000	420.00
2600946007	Tillett Caps		13.008	289	3769.31	22.070	6378.23
2600949008	Tillett - Winter Fleece Cap		9.200	2	18.40	17.000	34.00
2600998001	Legendary - CCGC Caps		9.020	121	1091.42	18.000	2178.00
2610622001	Monterey Club - Women's Visors		4.930	3	14.79	20.000	60.00
2610730001	Ping - Visors		10.300	1	10.30	18.000	18.00
2610948001	Tillett Visor		10.896	14	152.54	15.000	210.00
2610999001	Evertan - Women's Visors		17.870	2	35.74	25.000	50.00
2630948001	Tillett - Earband		6.260	0	0.00	13.000	0.00
Report Totals				8765	104247.52		163562.40

Exhibit B-2

**Third Party Leases Yamaha Municipal Master Lease Agreement dated August 1, 2011,
between Yamaha Motor Corporation, U.S.A. and City of Alameda**



YAMAHA

Commercial Customer Finance

MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated August 1, 2011, between YAMAHA MOTOR CORPORATION, U.S.A., having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and CITY OF ALAMEDA having its principal office at 2263 SANTA CLARA AVE., ALAMEDA, CA 94501 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. **Lease of Equipment.** Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. **Term.** The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. **Rent.** Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP"), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. **Selection, Delivery, and Acceptance.** Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, with respect to each shipment of Equipment. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and deliver of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying date of the Equipment.
5. **Location and Inspection.** Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. **Care, Use, and Maintenance.** Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. **Insurance.** Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance, shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall, upon request of Lessor, furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause, whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. **Storage.** Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. **Title.** Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor.
10. **Warranties.** The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the Equipment by Lessee.

13. Indemnity; Notice of Claim. Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, with limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving, such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) default by Lessee in the performance of any other material term, covenant or condition of this Lease, any for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor or any of its assignees hereunder; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law.

- (a) terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment. No delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-503 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 26 below, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Status of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alteration or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF ALAMEDA

YAMAHA MOTOR CORPORATION, U.S.A. as Lessor

as Lessee

By: [Signature]

By: _____

Print Name: LISA GOLDMAN

Print Name: Takashi Yabusaki

Title: ASSISTANT CITY MANAGER

Title: Vice President / Treasurer

EXHIBIT A
EQUIPMENT SCHEDULE # 99638
Dated 08/01/2011

1. This Schedule covers the following property ("Equipment"):
120 YDRE GOLF CARS
2. Location of Equipment:
CHUCK CORICA GOLF COMPLEX
1 CLUBHOUSE MEMORIAL DR.
ALAMEDA, CA 94501
3. The Lease term for the Equipment described herein shall commence on August 15, 2011 and shall consist of 48 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
48 MONTHLY PAYMENTS IN THE AMOUNT OF \$7,500.00 (APPLICABLE TAXES TO BE BILLED).
STARTING AUGUST 2011 AND ENDING JULY 2015. DUE THE 15TH DAY OF THE MONTH AS FOLLOWS:

Aug-11 \$7,500.00	Jan-12 \$7,500.00	Jan-13 \$7,500.00	Jan-14 \$7,500.00	Jan-15 \$7,500.00
Sep-11 \$7,500.00	Feb-12 \$7,500.00	Feb-13 \$7,500.00	Feb-14 \$7,500.00	Feb-15 \$7,500.00
Oct-11 \$7,500.00	Mar-12 \$7,500.00	Mar-13 \$7,500.00	Mar-14 \$7,500.00	Mar-15 \$7,500.00
Nov-11 \$7,500.00	Apr-12 \$7,500.00	Apr-13 \$7,500.00	Apr-14 \$7,500.00	Apr-15 \$7,500.00
Dec-11 \$7,500.00	May-12 \$7,500.00	May-13 \$7,500.00	May-14 \$7,500.00	May-15 \$7,500.00
	Jun-12 \$7,500.00	Jun-13 \$7,500.00	Jun-14 \$7,500.00	Jun-15 \$7,500.00
	Jul-12 \$7,500.00	Jul-13 \$7,500.00	Jul-14 \$7,500.00	Jul-15 \$7,500.00
	Aug-12 \$7,500.00	Aug-13 \$7,500.00	Aug-14 \$7,500.00	
	Sep-12 \$7,500.00	Sep-13 \$7,500.00	Sep-14 \$7,500.00	
	Oct-12 \$7,500.00	Oct-13 \$7,500.00	Oct-14 \$7,500.00	
	Nov-12 \$7,500.00	Nov-13 \$7,500.00	Nov-14 \$7,500.00	
	Dec-12 \$7,500.00	Dec-13 \$7,500.00	Dec-14 \$7,500.00	

5. Interest Factor: 4.792 %
6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement.

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of the lease agreement. Service is the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Master Lease Agreement shall not relieve Lessee of the responsibilities under the Master Lease Agreement.

Signed Counterparts: The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease ratifies all of the terms of this Lease/Agreement.

This Equipment Schedule is issued pursuant to the Master Lease dated, August 01, 2011 (the "Lease"). All of the terms and conditions, representations and warranties of the Lease are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule and this Equipment Schedule constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF ALAMEDA

LESSOR: YAMAHA MOTOR CORPORATION, U.S.A.

By: _____

By: _____

Name: LISA GOLDMANS

Name: Takashi Yabusaki

Signature
Type or Print

Title: ASSISTANT CITY MANAGER

Title: Vice President / Treasurer



YAMAHA

Chuck Corica Golf Complex

Initialed By: _____

AMORTIZATION SCHEDULE FOR MUNICIPALITY
MUNICIPAL LEASE AGREEMENT
LESSEE: Chuck Corica Golf Complex
EQUIPMENT SCHEDULE # 99638

Yield: 4.792%

Mon #	Due Date	Payment	Interest
1	08/01/11	7,500.00	1,728.67
2	09/01/11	7,500.00	1,706.38
3	10/01/11	7,500.00	1,684.01
4	11/01/11	7,500.00	1,661.55
5	12/01/11	7,500.00	1,639.00
6	01/01/12	7,500.00	1,616.36
7	02/01/12	7,500.00	1,593.64
8	03/01/12	7,500.00	1,570.83
9	04/01/12	7,500.00	1,547.93
10	05/01/12	7,500.00	1,524.94
11	06/01/12	7,500.00	1,501.86
12	07/01/12	7,500.00	1,478.70
13	08/01/12	7,500.00	1,455.44
14	09/01/12	7,500.00	1,432.10
15	10/01/12	7,500.00	1,408.66
16	11/01/12	7,500.00	1,385.14
17	12/01/12	7,500.00	1,361.52
18	01/01/13	7,500.00	1,337.82
19	02/01/13	7,500.00	1,314.02
20	03/01/13	7,500.00	1,290.13
21	04/01/13	7,500.00	1,266.14
22	05/01/13	7,500.00	1,242.07
23	06/01/13	7,500.00	1,217.90
24	07/01/13	7,500.00	1,193.64
25	08/01/13	7,500.00	1,169.28
26	09/01/13	7,500.00	1,144.83
27	10/01/13	7,500.00	1,120.29
28	11/01/13	7,500.00	1,095.65
29	12/01/13	7,500.00	1,070.91
30	01/01/14	7,500.00	1,046.08
31	02/01/14	7,500.00	1,021.16
32	03/01/14	7,500.00	996.14
33	04/01/14	7,500.00	971.02
34	05/01/14	7,500.00	945.80
35	06/01/14	7,500.00	920.49
36	07/01/14	7,500.00	895.08
37	08/01/14	7,500.00	869.57
38	09/01/14	7,500.00	843.96
39	10/01/14	7,500.00	818.26
40	11/01/14	7,500.00	792.45
41	12/01/14	7,500.00	766.55
42	01/01/15	7,500.00	740.54
43	02/01/15	7,500.00	714.43
44	03/01/15	7,500.00	688.23
45	04/01/15	7,500.00	661.92
46	05/01/15	7,500.00	635.51
47	06/01/15	7,500.00	609.00
48	07/01/15	7,500.00	582.39
Totals:		360,000.00	56,277.97

YAMAHA MOTOR CORPORATION, U.S.A.

COMMERCIAL CUSTOMER FINANCE
6555 Katella Avenue, Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363
E-MAIL: Donna_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT:

August 01, 2011

ADDRESS:

Please Reference our Quote# 99638

PHONE:

FAX:

RE: CHUCK CORICA GOLF COMPLEX

(Customer) Account # _____

Gentlemen:

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha named as **LOSS PAYEE**.

Public Liability Insurance naming Yamaha as an **ADDITIONAL INSURED** with the proceeds to be payable first on the Behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance shall not be less than **\$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

Yamaha Motor Corporation, U.S.A.
Attn: Commercial Customer Finance
6555 Katella Ave
Cypress, CA 90630

Your Prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

120 YDRE GOLF CARS

CITY OF ALAMEDA

(Name of Debtor/Lessee)

By:

(Signature of Authorized Officer)

Equipment Location:

1 CLUBHOUSE MEMORIAL DR.

ALAMEDA, CA 94501

Title:

ALAMEDA RECREATION PARKS + GOLF OPERATIONS DIRECTOR

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 99633

dated August 01, 2011 to the Master Lease Agreement dated

August 01, 2011 between Yamaha Motor Corporation, U.S.A.

(the "Lessor") and CITY OF ALAMEDA

(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
120	YDRE GOLF CARS	See Attachment	NEW	CHUCK CORICA GOLF COMPLEX 1 CLUBHOUSE MEMORIAL DR. ALAMEDA, CA 94501

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF ALAMEDA

as Lessee

By: Dale Lillard

Name: DALE Lillard

Title: Director

ALAMEDA RECREATION, PARKS + GOLF OPERATIONS



Chuck Corica Golf Complex

Proposal date: May 2011

Projected Delivery Date: July 2011

Delivery is based on current production schedule and is subject to change.

Equipment: 120) 2012 Yamaha "The Drive" electric golf cars
White (Glacier) body color
Sun top
Silver hub caps
Sweater basket
4-drink cup holder
Windshield-hinged
Sand & seed bottles (2 per car)
Number Decals (2 per car) 1-120
Off board tow system with 12 draw bars
(6) 8 volt Battery System
Logo Decals
Freight from Newman, GA

Financing:

Lease option:

48 Month Lease w/ continuous payments \$62.50 p/car p/mo

This quote is using a municipal rate.

Trades:

(120) 2007 E-Z-GO TXT golf cars @ \$800.00 = \$96,000.00. Yamaha Golf-Car Company will agree to sell all of the trades for Chuck Corica Golf Complex and pay E-Z-GO directly by August 15, 2011. Yamaha also agrees to have the new fleet on property and set-up for golf course use by this time providing we have a signed agreement by July 13, 2011 so cars can be ordered. Chuck Corica Golf Complex will need to supply the payoff invoice or a document stating the above amount is correct to Yamaha Golf-Car Company as soon as possible.



SPECIAL CONSIDERATIONS
Chuck Corica Golf Complex

Golf Car Warranty & Service:

Attached is a copy of the standard limited 4-year golf car warranty offered to the Chuck Corica Golf Complex by the Yamaha Golf Car Company. Damage from abuse and neglect is not covered under warranty. Yamaha has an authorized factory service representative responsible for all warranty work, and requested service work.

New Car Set-Up:

Yamaha will provide all labor to set up the new golf car fleet (including tops and accessories) for initial use on the course.

Free Factory Training:

Yamaha will provide factory training for golf course mechanic at our Newnan, GA training facility at no cost, excluding transportation to and from Newnan. Yamaha will also provide training at your Golf Course location at no charge.

This quotation does not include any applicable taxes and is subject to credit approval of Yamaha. Financial Services. This proposal is valid for 30 days. This agreement constitutes the entire understanding and agreement among the parties hereto relative to the subject matter hereof and supersedes all prior agreements and understandings between the parties whether oral or in writing. No representations or promises have been made by either party to the other with respect to the subject matter of this agreement except as forth in this agreement.

If this proposal is acceptable under the above listed terms please sign and date.

Proposed by: Bryan Sterling
 Yamaha District Sales Manager

Accepted by: *Chuck Corica*
 Chuck Corica Golf Complex

Date: 7/21/11



YAMAHA GOLF CAR COMPANY
1090 GA HIGHWAY 34 EAST
NEWNAN, GA 30265-1370

STRAIGHT BILL OF LADING
ORIGINAL NOT NEGOTIABLE

BOL No: 586772
S.O. No: 54978-4

To/Consignee		From/Shipper		Carrier/Shipper Details	
Chuck Corica Golf Club 1 Clubhouse Memorial Rd. Alameda CA 94502 Tel: 510-747-7820		YAMAHA GOLF CAR COMPANY 1000-HIGHWAY 34 EAST NEWNAN, GA 30265 NEWNAN GA 30265		Name: ART Carrier No: Shipment Date: 08/12/11 Total Wght: 15,202.8 Item Count: 240	
NOTE: BRYAN STERLING 209-327-0353		ROUTE:		VEHICLE No: 47810	

Qty	Make/Model	Description	Serial No.	Weight
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103200 115	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103236 106	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103239 109	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103242 110	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103243 107	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103244 158	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103270 111	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103271 109	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103272 116	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103273 112	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103274 163	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103275 120	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103277 114	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103278 119	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103281 117	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103299 115	927.0
16.00	JW1XK84A11	DOMESTIC GC SUN TOP 10		0.0
16.00	JW1K84A2000GC	HARDWARE KIT - MORTON ✓		284.0
16.00	JW1F417A000GC	DRAIN TUBE ASSY ✓		0.0
16.00	JW6K72C020GC	WINDSHIELD, HINGED CLEAR ✓		0.0
64.00	GCAJW15000BU	HUBCAP, MAG-BULK SILVER ✓		34.0
32.00	GCAJW1400300	YDR SAND BOTTLE KIT ✓		52.8
32.00	#S 105-120 2 EACH	NUMBER DECALS ✓		0.0
16.00	YEJPRW CHARGER	YEJPRW CHARGER ✓		0.0
16.00	GCAJW1650400	YDR INFORMATION HOLDER ✓		0.0

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____

Subject to Section 7 of the conditions: If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The Carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor _____

Received subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DRIVERS SIGNATURE Jeremus
 DATE _____
 RECIPIENT SIGNATURE B. Fraker
 DATE _____



YAMAHA GOLF CAR COMPANY
1000 GA HIGHWAY 34 EAST
NEWNAN, GA 30265-1320

STRAIGHT BILL OF LADING
ORIGINAL NOT NEGOTIABLE

BOL No: 585682

S.O. No: 51978

To Consignee:		From Shipper:		Carrier/Shipments Details:	
Chuck Corica Golf Club 1 Clubhouse Memorial Rd. Alameda GA 94502 Tel: 510-747-7320		YAMAHA GOLF CAR COMPANY 1000 HIGHWAY 34 EAST NEWNAN, GA 30265 NEWNAN GA 30265		Name: ART Carrier No: Shipment Date: 03/11/11 Total Wght: 24,794.5 Item Count: 402	

NOTE: BRYAN STERLING 209-327-0358 ROUTE: VEHICLE No: 44810

Qty	Make/Model	Description	Serial No.	Weight
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103300 2	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103337 3	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103378 6	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103424 18	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103425 17	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103451 1	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103452 4	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103453 5	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103454 11	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103455 12	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103458 13	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103457 7	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103458 10	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103459 9	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103460 8	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103461 15	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103462 14	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103478 16	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103502 21	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103546 19	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103550 22	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103573 24	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103584 26	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103585 25	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103591 23	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103593 20	927.0
26.00	JW1XK84A11	DOMESTIC GC SUN TOP 10 ✓		0.0
26.00	JW1K84A2000G0C	HARDWARE KIT - MORTON ✓		461.5
26.00	JW1F417AC000G0C	DRAIN TUBE ASSY		0.0
26.00	JW8K720020G0C	WINDSHIELD, HINGED CLEAR ✓	seal 5091927	0.0

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____

Subject to Section 7 of the conditions. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The Carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor: _____

Received subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted, contents and condition of contents of packages (where known), marked, consigned, and delivered as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DRIVERS SIGNATURE: Bob Mike B. Fowler
 DATE: _____
 RECIPIENT SIGNATURE: _____
 DATE: _____



YAMAHA GOLF CAR COMPANY
1909 GA HIGHWAY 34 EAST
NEWNAN, GA 30265-1320

STRAIGHT BILL OF LADING
ORIGINAL NOT NEGOTIABLE

BOL No: 585682

S.O. No: 51978

To/Consignee	From/Shipper	Carrier/ Shipment Details
Chuck Corlea Golf Club 1 Clubhouse Memorial Rd. Alameda CA 94502 Tel: 510-747-7820	YAMAHA GOLF CAR COMPANY 1000 HIGHWAY 34 EAST NEWNAN, GA 30265 GA 30265	Name: ART Carrier No: Shipment Date: 08/11/11 Total Wght: 24,794.3 Item Count: 402
NOTE: BRYAN STERLING 209-327-0358	ROUTE:	VEHICLE No: 448119

Qty	Make/Model	Description	Serial No's	Weight
104.00	GCAJW15000BU	HUBCAP, MAG BULK SILVER		55.2
52.00	GCAJW1400300	YDR SAND BOTTLE KIT		85.8
52.00	#S-1-28 2 EACH	NUMBER DECALS		0.0
12.00	JUUF380J0000	DRAWBAR ASSY		0.0
26.00	YEJPRW CHARGER	YEJPRW CHARGER		0.0
25.00	GCAJW1850400	YDR INFORMATION HOLDER		0.0

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The Carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

\$ _____ per _____

Signature of Consignor

Received subject to the classifications and lawfully filed tariffs. In effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents, and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject at all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DRIVERS SIGNATURE

BD Mike

DATE

RECIPIENT SIGNATURE

Praker

DATE



YAMAHA GOLF CAR COMPANY
1000 GA HIGHWAY 34 EAST
NEWNAN, GA 30265-1130

STRAIGHT BILL OF LADING
ORIGINAL NOT NEGOTIABLE

BOL No: 585683

S.O. No: 51978-1

To Consignee		From Shipper		Carrier/ Shipment Details	
Chuck Corica Golf Club 1 Clubhouse Memorial Rd. Alameda CA 94502 Tel: 510-747-7820		YAMAHA GOLF CAR COMPANY 1000 HIGHWAY 34 EAST NEWNAN, GA 30265 NEWNAN GA: 30265		Name: ART Carrier No: Shipment Date: 08/11/11 Total Wght: 24,704.5 Item Count: 350	

NOTE: BRYAN STERLING 209-327-0358 ROUTE: VEHICLE No: 6221510

Qty	Make/Model	Description	Serial No.	Weight
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103301 47	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103305 34	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103306 34	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103328 46	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103349 33	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103398 45	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103400 44	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103401 38	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103418 39	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103420 37	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103443 43	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103444 36	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103445 42	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103447 41	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103448 40	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103449 28	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103450 27	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103561 49	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103564 52	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103566 29	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103567 51	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103568 50	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103569 30	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103570 31	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103576 32	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103583 48	927.0
26.00	JW1XK84A11	DOMESTIC GC SUN TOP 10		0.0
26.00	JW1K84A2000GC	HARDWARE KIT - MORTON /		461.5
26.00	JW1F417A000GC	DRAIN TUBE ASSY /		0.0
26.00	JW8K72002GC	WINDSHIELD, HINGED CLEAR /	SEALED 5091908	0.0

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper as not exceeding \$ _____ per _____ Signature of Consignor

Received subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route; otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DRIVERS SIGNATURE BD John Potraker
 DATE _____
 RECIPIENT SIGNATURE _____
 DATE _____



YAMAHA GOLF CAR COMPANY
1000 GA HIGHWAY 34 EAST
NEWNAN, GA 30265-1120

STRAIGHT BILL OF LADING
ORIGINAL NOT NEGOTIABLE

SOL No: 595984

S.O. No: 51978-2

To: Consignee Chuck Corica Golf Club 1 Clubhouse Memorial Rd. Alameda CA 94502 Tel: 510-747-7820		From: Shipper YAMAHA GOLF CAR COMPANY 1000 HIGHWAY 34 EAST NEWNAN, GA 30265 NEWNAN GA 30265		Carrier/ Shipment Details Name: ART Carrier No: Shipment Date: 08/11/11 Total Wght: 24,764.5 Item Count: 360	
NOTE: BRYAN STERLING 209-327-0358		ROUTE:		VEHICLE No: 6291513	

Qty	Make/Model	Description	Serial Nos	Weight
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103422 55	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103472 56	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103473 58	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103474 57	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103476 53	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103478 57	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103490 60	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103491 52	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103500 61	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103523 64	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103525 63	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103543 70	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103544 67	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103545 67	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103547 65	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103548 66	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103553 62	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103554 71	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103555 74	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103556 75	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103557 78	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103558 76	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103559 77	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103560 73	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103562 72	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103563 68	927.0
26.00	JW1XK84A11	DOMESTIC GC SUN TOP 10		0.0
26.00	JW1K84A2000GC	HARDWARE KIT - MORTON ✓		461.5
26.00	JW1F417A000GC	DRAIN TUBE ASSY		0.0
26.00	JW8K72002GC	WINDSHIELD, HINGED CLEAR	Serial 5891905	0.0

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____

Subject to Section 7 of the conditions. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The Carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor _____

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This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DRIVERS SIGNATURE Bob Ollie
 DATE _____
 RECIPIENT SIGNATURE _____
 DATE _____



YAMAHA GOLF CAR COMPANY
1000 HIGHWAY 34 EAST
NEWNAN, GA 30265-1320

STRAIGHT BILL OF LADING
ORIGINAL NOT NEGOTIABLE

BOL No: 585683

S.O. No: 51978-1

To: Consignee Chuck Corica Golf Club 1 Clubhouse Memorial Rd. Alameda CA 94502 Tel: 510-747-7820		From: Shipper YAMAHA GOLF CAR COMPANY 1000 HIGHWAY 34 EAST NEWNAN, GA 30265 NEWNAN GA 30265	Carrier / Shipment Details Name: ART Carrier No: Shipment Date: 08/11/11 Total Wght: 24,704.5 Item Count: 390
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NOTE: BRYAN STERLING 209-327-0358

ROUTE:

VEHICLE No: 029510

Qty	Make/Model	Description	Serial No.	Weight
104.00	GCAJW15000BU	HUBCAP MAG BULK SILVER ✓		55.2
52.00	GCAJW1400300	YDR SAND BOTTLE KIT ✓		85.8
52.00	#S 27-52 2 EACH	NUMBER DECALS ✓		0.0
26.00	YEJPRW CHARGER	YEJPRW CHARGER ✓		0.0
26.00	GCAJW1350400	YDR INFORMATION HOLDER ✓		0.0

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value shall be not exceeding \$ _____ per _____ Signature of Consignor

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DRIVERS SIGNATURE

BO John

DATE

B. Fraker

RECIPIENT SIGNATURE

DATE



YAMAHA GOLF CAR COMPANY
1000 GA HIGHWAY 34 EAST
NEWNAN, GA 30265-1320

STRAIGHT BILL OF LADING
ORIGINAL NOT NEGOTIABLE

BOL No: 586773

S.O. No: 51973-3

To: Consignee Chuck Corica Golf Club 1 Clubhouse Memorial Rd. Alameda CA 94502 Tel: 510-747-7820		From: Shipper YAMAHA GOLF CAR COMPANY 1000 HIGHWAY 34 EAST NEWNAN, GA 30265 NEWNAN GA 30265		Carrier: ART Carrier No: Shipment Date: 08/12/11 Total Wght: 24,704.5 Item Count: 390	
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NOTE: BRYAN STERLING 209-327-0355 ROUTE: _____ VEHICLE No: 448107

Qty	Make/Model	Description	Serial No.	Weight
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103213 85	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103216 85	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103217 86	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103221 91	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103222 81	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103223 104	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103224 91	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103231 80	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103233 92	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103235 29	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103240 83	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103245 87	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103248 97	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103247 96	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103251 98	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103252 87	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103253 99	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103256 86	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103258 102	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103259 84	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103260 85	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103261 101	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103262 83	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103263 102	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103264 103	927.0
1.00	YDREK1WPK	THE DRIVE GLACIER 2012	JW9-103265 82	927.0
26.00	JW1XK84A11	DOMESTIC GC SUN TOP 10		0.0
26.00	JW1K84A2000GCG	HARDWARE KIT - MORTON		461.5
25.00	JW1F417A0000GCG	DRAIN TUBE ASSY		0.0
26.00	JW8K72002GCG	WINDSHIELD, HINGED CLEAR	SEALED 5091906	0.0

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____ Signature of Consignor

Received subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading. The property described above in apparent good order, except as noted (contents and condition of contents of packages unknown); marked, consigned, and destined as indicated above which said carrier (his vessel carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed in to each party of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject at all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

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DRIVERS SIGNATURE: BD BILIT
 DATE: _____
 RECIPIENT SIGNATURE: PF FRANK
 DATE: _____



YAMAHA GOLF CAR COMPANY
1000 GA HIGHWAY 34 E. ST
NEWNAN, GA 30265-1320

STRAIGHT BILL OF LADING
ORIGINAL NOT NEGOTIABLE

BOL No: 585684

S.O. No: 51978-2

To: Consignee:		From Shipper:		Carrier/Shipper Details:	
Chuck Corica Golf Club 1 Clubhouse Memorial Rd. Alameda CA 94502 Tel: 510-747-7920		YAMAHA GOLF CAR COMPANY 1000 HIGHWAY 34 EAST NEWNAN, GA 30265 NEWNAN GA 30265		Name: ART Carrier No: Shipment Date: 08/11/11 Total Wght: 24,704.5 Item Count: 390	
NOTE: BRYAN STERLING 209-327-0350		ROUTE:		VEHICLE No: 084513	

Qty	Make/Model	Description	Serial No's	Weight
104.00	GCAJW15000BU	TUBCAP, MAG-BULK SILVER ✓		55.2
52.00	GCAJW1400300	TOR SAND BOTTLE KIT ✓		25.8
52.00	#S 53-78 2 EACH	NUMBER DECALS ✓		0.0
26.00	YEJPRW CHARGER	YEJPRW CHARGER ✓		0.0
26.00	GCAJW1350400	TOR INFORMATION HOLDER ✓		0.0

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The Carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Signature of Consignor _____

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DRIVERS SIGNATURE: Bob Ollie Battaker

DATE: _____

RECIPIENT SIGNATURE: _____

DATE: _____



YAMAHA GOLF CAR COMPANY
1000 GA. HIGHWAY 34 EAST
NEWNAN, GA 30265-1320

STRAIGHT BILL OF LADING
ORIGINAL NOT NEGOTIABLE

BOL No: 536773

S.O. No: 51978-3

To Consignee	From Shipper	Carrier	Shipment Details
Chuck Corica Golf Club 1 Clubhouse Memorial Rd. Alameda CA 94502 Tel: 510-747-7820	YAMAHA GOLF CAR COMPANY 1000 HIGHWAY 34 EAST NEWNAN, GA 30265 NEWNAN GA 30265	Name: ART Carrier No: Shipment Date: 03/12/11	Total Wght: 24,704.5 Item Count: 390

NOTE: BRYAN STERLING 209-327-0358 ROUTE: VEHICLE No: 448107

Qty	Make/Model	Description	Serial No's	Weight
104.00	GCAJW15000BU	HUBCAP, MAG. BULK SILVER		55.2
52.00	GCAJW1400300	YDR SAND BOTTLE KIT		95.8
52.00	#S 79-104 2 EACH	NUMBER DECALS		0.0
26.00	YEJPRW CHARGER	YEJPRW CHARGER		0.0
26.00	GCAJW1850400	YDR INFORMATION HOLDER		0.0

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____

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Signature of Consignor _____

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DRIVERS SIGNATURE Bob Billit DATE _____

RECIPIENT SIGNATURE _____ DATE _____

B. Baker

Exhibit C

Repairs and Rehabilitation

(Luscious Bateman Driving Range & Mif Albright Golf Course Improvement Plan)

Description of Specific Work

1.0 Project Background

Tenant shall repair and rehabilitate the Driving Range and 9-Hole Course, including improvement of the Driving Range turf area, rebuilding select greens and tees and irrigation systems, and regrassing the 9-Hole Course, as more specifically described below. Tenant shall pay all costs for Repairs and Rehabilitation, including design, environmental review costs, permit processing fees, building permit fees, and construction.

2.0 Driving Range Scope of Work

The following improvements shall be completed to improve the physical conditions at the driving range:

- 1) Mobilization of staff and machinery for the Improvements.
- 2) Demolition of driving range landing areas and remove synthetic turf accordingly.
- 3) Perform shaping operations as necessary to maximize surface drainage suitable for turf grass.
- 4) Install Irrigation controller, install irrigation heads and PVC piping.
- 5) Install drain pipe and drainage inlets as needed.
- 6) Provide the necessary specialized finish work prior to grassing.
- 7) Seed/sprig the newly constructed driving range.
- 8) Seed target greens on range.
- 9) Grow-in the driving range

3.0 Nine Hole Course Scope of Work

The following improvements shall be completed to improve the physical conditions at the 9-Hole Course (Mif Albright):

- 1) Mobilization of staff and machinery for the Improvements.
- 2) Maximize Mif Albright Golf Course layout
- 3) Develop short game area (chipping green and bunker)
- 4) Improve drainage and irrigation on Mif Albright Golf Course
- 5) Provide the necessary specialized finish work prior to grassing

- 6) Re-grass Mif Albright Golf Course fairways
- 7) Grow-in Mif Albright Golf Course

4.0 General Conditions

Demolition:

Tenant shall remove necessary materials, vegetation, features and debris from the areas within the Work Limits in order to facilitate the improvements. Demolition shall extend to the removal of synthetic turf at the driving range and tree stumps and limbs that impede implementation of the improvements on the 9-hole course, Excess compost, and other debris which may impede successful completion of the Work as outlined and required shall also be removed from the site. Concrete and asphalt shall be removed where it interferes with the Work, or is to be replaced. Any existing culvert crossings shall remain unless specified otherwise.

Rough Shaping:

Tenant shall use available on-site materials to shape the areas when required. Material is generally available from the immediate areas within work Limits.

Install Irrigation & Drainage:

Tenant shall install irrigation & drainage improvements to all areas included in the scope of work. Drainage shall connect to existing facilities or daylight to existing lagoon system. This existing storm drainage system shall be protected by Tenant. This existing system will also be connected to and utilized as the carry-off drainage network for much of the new work.

Grassing:

Areas under scope of work are to be grassed. All areas of disturbance shall be repaired by Tenant.

Schedule: Work shall be completed by July 2013

5.0. Design Changes and Permits

Tenant shall be responsible for acquiring all necessary building and grading permits from the City of Alameda Permit Center prior to commencement of any part of the work.

Exhibit D

Drainage and Irrigation Issues

(North and South Course Improvement Plan)

The Tenant shall prepare a North and South Course Improvement Plan for review and approval by the City. The Improvement Plan shall include but not be limited to the following proposals.

1. An Irrigation System Improvement Plan

The irrigation system improvement plan shall include a plan for the replacement of the irrigation system on the South Course and improvements where necessary to the irrigation system on the north course. The plan shall determine the best technologies, systems, and improvements to minimize water use, maintain high quality playing surfaces, and minimize long term fertilizer and maintenance costs.

2. A Drainage Improvement Plan

The drainage improvement plan shall include proposed positive drainage measures and physical improvements to improve drainage, waterways, and lagoons on the North and South Courses and minimize or eliminate the periodic flooding under normal rainfall conditions, and the associated wet conditions, which contribute to poor turf quality, and poor playing conditions. The drainage plan must ensure that the waterways and lagoons continue to function for both off-site and on-site areas.

3. A Turf grass Improvement Plan

The turf grass improvement plans shall include a plan to replace the variety of existing grasses that cause difficulties for the maintenance of optimum playing conditions. The Plan will include a turf replacement recommendation to reduce water use, improve the quality of the playing surface, reduce fertilizer use and minimize long term maintenance costs.

4. Tees, Fairways, Roughs and Greens Improvement Plan

The Tees, fairways, roughs and greens improvement plan shall include proposals to improve or rebuild the tees, fairways, roughs, and greens to ensure consistent tee, fairway roughs, and greens quality on the North and South Courses. The improvement plan shall include strategies to reduce water use, maintenance costs, and ensure a consistently high quality playing experience.

5. A Cart Path Improvement Plan

The cart path improvement plan will include a proposal to rebuild, relocate, and or resurface the cart path system on the north and south courses to address the uneven surfaces caused by tree roots, poor drainage, cracks and used by heavy maintenance equipment. These poor quality cart paths

contribute to consistently damaging the electric cart fleets and poor quality fairways.

6. On Course Food and Beverage Service

The improvement plan will include strategies to mobile food and beverage carts roam the courses, which would replace the use of the snack bar facility.

7. Milestones:

A) Within 45 days after the Commencement Date, environmental consultant to be under contract. Tenant will recommend consultants for City's approval; City will contract with its approved consultant; Tenant will be responsible for paying for consultant services.

B) Within three months after the Commencement Date, Tenant to submit for City's review and comment: (1) a Preliminary Plan for **Exhibit D** improvements and (2) a proposed Community Engagement Plan for the purpose of achieving golf community support for proposed improvement plan in preparation for final City Council action on plan.

C) Within six months after the Commencement Date, Tenant will cause the completion of the following draft studies (to be utilized as part of the environmental review for the project): (1) a traffic study; (2) an air quality study; and (3) a bird assessment study. The parties acknowledge that the pattern of certain migratory birds can only be studied during certain periods of the year.

D) Upon completion of all of the above, City will determine, in consultation with Tenant, the type of environmental documentation which must be prepared (e.g. Environmental Impact Report, Mitigated Negative Declaration, etc.) and the parties will agree to a timetable for completion. (It is anticipated that entitlements will be cleared by the end of Year 1.)

E) Within one year after the Commencement Date (or within 18 months after the Commencement Date if EIR is required), Tenant will begin preparation of necessary construction document and begin applications for permits. (It is anticipated that permits for construction will be pulled by the end of Year 2.)

F) Two years from Commencement Date, construction begins.

G) The milestones set forth in this Section may be tolled for any period during which litigation or an appeal commenced by a third party is pending that prevents the project from moving forward.

Exhibit E

Tenant Improvements

1. Plans and Specifications

1.1 Tenant's Professionals. Tenant will submit the name of each landscaping, engineering, design and construction professional to City for approval (not to be unreasonably withheld) prior to commencement of any work by the professional, together with a copy of the professional's license to conduct business in the State of California and evidence of insurance. City's failure to object to any such professional within five (5) business days after Tenant's submittal will constitute approval of such professional.

1.2 Preparation of Preliminary Design Drawings for Tenant Improvements. Tenant will, at Tenant's expense, submit to Tenant's design team ("**Design Team**") complete information necessary for Design Team to prepare preliminary plans for any improvements to the Premises, including but not limited to the improvements required for the Repairs and Rehabilitation (which shall be performed in accordance with the scope of work and milestones set forth in **Exhibit C Repairs and Rehabilitation**) and any improvements for the resolution of the Drainage and Irrigation Issues (each and collectively, "**Tenant Improvements**") (hereinafter the "**Preliminary Design Drawings**") and will thereafter submit to City for City's approval, two (2) complete sets of the Preliminary Design Drawings. The Preliminary Design Drawings will describe Tenant's specific requirements for the Tenant Improvements to the Premises to be performed by Tenant. Tenant Improvements will comply with City's published building improvement standards as established by City from time-to-time and all applicable local, state and federal building codes, rules and regulations including without limitation the Americans With Disabilities Act.

1.3 Approval of Preliminary Design Drawings. City will approve or disapprove the Preliminary Design Drawings. If disapproved, City will state the reasons and/or corrections required for approval. In such event, City will require, and Tenant will make the changes necessary in order to correct the Preliminary Design Drawings and will return the same to City, which City will approve or disapprove after City receives the revised Preliminary Design Drawings. This procedure will be repeated until the Preliminary Design Drawings have been finally approved by City and written approval has been delivered to and received by Tenant. In the event of an impasse or dispute between the parties relating to the City's approval of the Preliminary Design Drawings, the impasse or dispute shall be resolved in accordance with Section 19 of this Agreement ("**ADR Issue**").

1.4 Tenant's Final Plans and Specifications. After City's approval of the Preliminary Design Drawings, Tenant will, at Tenant's expense, cause Design Team to submit to City for approval, three (3) complete sets of working drawings for Tenant Improvements (hereinafter "**Tenant's Final Plans**") and such other matters as are a part of Tenant Improvements as more particularly set forth in this Agreement. Tenant will also furnish as-built drawings to City after completion of the work described in Tenant's Final Plans.

1.5 Approval of Final Plans. City will review Tenant's Final Plans and reasonably approve or disapprove the same. If disapproved, City will state the reasons and/or corrections required for approval. In such event, City will require, and Tenant will make the changes necessary in order to correct Tenant's Final Plans and will return the same to City. City will approve or disapprove the revised Tenant's Final Plans after City receives the revised Tenant's Final Plans. This procedure will be repeated until the Tenant's Final Plans have been fully approved by City and written approval has been delivered to and received by Tenant. No construction of Tenant Improvements specified will commence until the Final Plans have been so approved by City. In the event of an impasse or dispute between the parties relating to the City's approval of the Tenant's Final Plans, the impasse or dispute shall be resolved in accordance with Section 19 of this Agreement ("ADR Issue").

1.6 City's Approval. City's approval of the Preliminary Design Drawings and Tenant's Final Plans is not an assumption of liability for design, engineering, or structural integrity or fitness for a particular purpose of any of the plans or any of the improvements set forth therein.

2. Construction of Improvements

2.1 Government Approvals. Following approval of the Tenant's Final Plans, Tenant will apply for all necessary approvals and permits from the appropriate governmental authorities (collectively the "Government Approvals") required for Tenant Improvements. Upon receipt of the Government Approvals, Tenant's contractor will begin construction. Tenant's failure to begin construction within sixty (60) days of Tenant's receipt of the Governmental Approvals will constitute a material Default under this Agreement and will entitle City to terminate this Agreement. Tenant or Tenant's contractor will provide City with at least five (5) days prior written notice of commencement of construction so that City may post appropriate Notices of Non-Responsibility within the Premises. Tenant agrees to pursue Tenant Improvements diligently to completion, and in compliance with all applicable local, State and Federal laws, ordinances, rules, codes and regulations and pursuant to a schedule for completion of the Tenant Improvements, which is subject to the City's approval.

2.2 Construction Schedule. Subject to a Force Majeure Event, Tenant shall complete the Tenant Improvements in accordance with a schedule to be submitted to City by Tenant and subject to City's review and approval, which shall include an estimated completion date for each category of work for the Tenant Improvements and detailed estimates of costs for each category of Tenant Improvements, ("**Construction Schedule**"). Tenant shall submit to City on a monthly basis evidence of the costs Tenant has incurred to construct Tenant's Improvements in accordance with the approved Construction Schedule.

2.3 Licensed Contractors. Tenant will use only qualified California licensed contractors and subcontractors to perform all work. Tenant will submit the name of each contractor and subcontractor to City for approval (not to be unreasonably withheld) prior to commencement of any work by the contractor and/or subcontractor together with a complete copy of each contract or subcontract

and a copy of the contractor or subcontractor's California contractor's license and evidence of insurance. City's failure to object to any such professional within five (5) business days after Tenant's submittal will constitute approval of such professional.

2.4 Change and Additions. No change, modification, or alteration in Tenant's Final Plans will be made without the prior written consent of City, which will not be unreasonably withheld.

2.5 Contractor's Warranty. Tenant will ensure that Tenant's contractor and each subcontractor used by Tenant's contractor to perform work hereunder, will guarantee that the portion thereof for which he is responsible, or which he performs, will be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion of the Premises. The correction of such work will include, without limitation, all expenses and corrections to or in connection the Premises that may be damaged or affected by such defective work or by the repair or replacement of such defective work. All such warranties or guarantees as to materials or workmanship with respect to Tenant's Improvements will be contained in Tenant's agreement with each contractor, and Tenant will require each contractor to include such warranties or guarantees in each subcontract, and all such warranties or guarantees will be so written so that same will inure to the benefit of both Tenant and City, as their respective interests may appear. Tenant hereby covenants to give to City any assignment or other assurance necessary to perfect the right to direct enforcement by City.

2.6 City's Inspection. City's prior inspection and written approval will be a condition precedent to City's acceptance of Tenant Improvements as being complete and in accordance with Tenant's Final Plans. Said approval will be based upon the good faith determination of City's architect or engineer and will be conclusive as to Tenant. Tenant will give City at least five (5) business days prior written notice of the anticipated completion date of Tenant Improvements. As a condition precedent to City's approval, Tenant will be required to settle and/or bond against any mechanic's or material's liens, or other similar liens, filed against the Premises as a result of Tenant's Improvements in accordance with the provisions relating to such liens in this Agreement. Tenant will further reimburse City in full, and indemnify, defend and hold City harmless from and against, any liability, cost or expenses incurred by City in connection with any such liens.

2.7 Notices of Completion. Tenant will, within ten (10) business days after completion of Tenant Improvements, execute and file a Notice of Completion with respect thereto, in a form complying with the applicable provisions of the California Civil Code (and in particular specifying the name of Tenant's contractor and the kind of work done and/or materials furnished under the contract), and will furnish a copy thereof to City upon recordation.

2.8 Coordination of Work. Tenant Improvements will be coordinated under City's direction with all other work being performed or to be performed at or in connection with the Premises so that Tenant Improvements do

not interfere with or delay the completion of such other work and so that such work maybe coordinated to the maximum extent possible.

2.9 Material Storage. Each contractor and subcontractor retained by Tenant or by Tenant's contractor will obtain prior written approval from City to use any space outside of the Premises for storage, handling, or moving of materials or equipment.

2.10 Debris Removal. Each contractor and subcontractor retained by Tenant, or by Tenant's contractor, will remove and dispose of, at least once a week or more frequently as City may direct, or as will be required by OSHA standards or other applicable laws or regulations, all debris and rubbish caused by, or resulting from, or related to, Tenant's Improvements, and upon completion of such Tenant's Improvements, will remove all temporary structures, surplus materials, debris and rubbish remaining on the Premises, which has been brought in or created by or in connection with such work. If any contractor or subcontractor will neglect, refuse, or fail to remove any such debris, rubbish, surplus material or temporary structures within five (5) calendar days after notice to Tenant from City, City may remove or cause same to be removed, and Tenant will bear the expense of removal and hold City harmless therefore.

2.11 Utility Service. Tenant will obtain and transmit copies to City of all permits and/or approvals with respect to Tenant Improvements required to be given by any utility service, unless City will have already done so or elects to supply utility service itself.

2.12 Insurance - OSHA Compliance. In addition to the requirements of the this Agreement, and without any limitation thereof, each contractor and subcontractor retained by Tenant or by Tenant's contractor will, with respect to the work to be performed by each such contractor or subcontractor, (1) comply with all governmental rules and regulations, including applicable OSHA standards and (2) carry workers' compensation, public liability insurance (including property damage), builders risk insurance completed operations, with limits and in a form approved in advance by City and issued by insurance companies approved in advance by City. With the exception of Workers' Compensation insurance, City will be named as an additional insured on each policy. Prior to commencement of Tenant Improvements, Tenant and/or Tenant's contractor will deliver to City certificates evidencing all of the foregoing insurance coverage, together with endorsements evidencing that City has been added as an additional insured.

Bond. City will have the right, in City's sole discretion, to require Tenant to furnish a bond providing \$1,500,000 coverage or alternative adequate security for the same coverage, in form satisfactory to City, to assure the prompt, complete and faithful performance of the construction of the Tenant Improvements to resolve the Drainage and Irrigation Issues.

2.13 Structure. Any alterations, additions or reinforcements to any structure in the Premises required to accommodate Tenant Improvements will be Tenant's responsibility and will be subject to the prior written approval of City.

2.14 Roof. No load will be placed anywhere on the roof of any structure in the Premises without the prior written consent of City. Any load, penetration or installation, which is permitted by City, will be at Tenant's expense and engineered and installed in accordance with Tenant's Final Plans and approved in writing by City. Flashing, counter-flashing and roofing repairs will conform to the project roofing specifications. Such work will be paid for by Tenant.

2.15 Responsibility for Compliance With Applicable Laws. No approval by City of Tenant's drawings, or any work or installation of any character whatever to be made by Tenant will constitute a warranty or representation by City that Tenant's Preliminary Design Drawings, Tenant's Final Plans, work or installations comply with the requirements of any applicable governmental law, rule or regulation, or are safe, sound, merchantable or fit for any purpose. City will have no liability to Tenant in the event Tenant is required to change its Preliminary Design Drawings, Tenant's Final Plans, work or installation, after the approval thereof by City, on account of the failure of such Preliminary Design Drawings, Tenant's Final Plans, work or installations to meet applicable governmental requirements or in the event that such Preliminary Design Drawings, Final Plans, work or installation, directly or indirectly, are defective or cause injury to persons or property.

3. Description of Tenant Improvements. Tenant Improvements will be performed by Tenant in accordance with Tenant's Final Plans. Tenant Improvements will include, but will not be limited to the Repairs and Rehabilitation more specifically described in **Exhibit C Repairs and Rehabilitation** and the plans for the resolution of the Drainage and Irrigation Issues more specifically described in **Exhibit D Drainage and Irrigation Issues**.

Exhibit F

MAINTENANCE STANDARDS

1.0 GENERAL REQUIREMENTS: These specifications establish the standard for the buildings and grounds maintenance for the Chuck Corica Golf Complex ("Complex").

Tenant shall furnish all labor, equipment, materials, services and special skills required to perform the landscape and other maintenance as set forth in these specifications while observing acceptable standards as established by comparable priced regional public Facilities.

NOTE: Any and all references to the role or duties of the authorized City representative do not relieve Tenant of any obligation to maintain the golf courses in conformance to the specifications outlined.

1.1 SAFETY: TENANT agrees to perform all work outlined in this specification in such a manner as to meet all accepted standards for safe practices during the maintenance and operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A at all times so as to protect all persons, including Tenant's employees, vendors, members of the public or others from foreseeable injury, or damage to their property.

It shall be Tenant's responsibility to inspect, and identify, any condition(s) that render any portion of the area under maintenance unsafe as well as unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires major correction. TENANT shall be responsible for making corrections including but not limited to filling holes in turf areas and replacing valve box covers so as to protect members of the public or others from injury. TENANT shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the City's golf Complex.

1.2 PROTECTION OF COMPLEX DURING INCLEMENT WEATHER. All waterways and drainage facilities shall be kept free of debris and vegetation overgrowth at all times to ensure proper drainage. During inclement weather, regular inspections shall be performed of all waterways and drainage facilities with reasonable erosion repairs made immediately. All flooded areas of the courses shall be pumped out as needed to ensure that they remain safe and playable.

1.3 PESTICIDES: General: There is no mandate for pesticide use which may be used as a last resort under the following conditions. All materials used shall be in strict accordance with and applied within the standards set forth in the EPA regulations, State Statutes and other applicable laws. Storage of all materials shall be in strict accordance with all applicable City, County, State and Federal guidelines with proper and accurate inventories maintained at all times.

Note: TENANT is responsible for obtaining all required permits and maintaining the required usage documentation.

Application of Pesticides:

1.3.1 TIMING: Pesticides may be applied at times which limit the possibility of contamination from climate and other factors. Early morning application shall be used when possible to avoid contamination from drift. The applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.

1.3.2 HANDLING OF PESTICIDES: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in State Statutes or EPA regulations or applicable law, whichever is more stringent.

1.3.3 EQUIPMENT AND METHODS: Spray equipment shall be in good operating condition, quality, and design to efficiently apply material to the target area. Drift will be minimized by avoiding high pressure applications and using water soluble drift agents.

1.3.4 SELECTION OF MATERIALS: Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be utilized to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control. The definition of an adjuvant in agriculture is any product that will improve the performance of a pesticide or herbicide. This does exclude water according to the Pesticide Safety Directorate.

1.4 SOUND CONTROL REQUIREMENTS: TENANT shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the Agreement. TENANT shall be responsible for compliance to noise level rules by a subcontractor performing work.

1.5 CONSTRUCTION EQUIPMENT: TENANT shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment. TENANT shall be responsible for complying with all City, County, State and Federal guidelines concerning any construction related activity through the Complex covered within this agreement.

1.6 INQUIRIES AND COMPLAINTS: TENANT shall have designated responsible management personnel, employed by TENANT, to take the necessary action regarding all inquiries and complaints that may be received from or through the City and/or private citizens during normal work hours.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, The City may, after a reasonable attempt to notify TENANT, cause such action to be taken by the City work force and shall charge the full cost thereof to TENANT.

All complaints shall be abated to the reasonable satisfaction of the City. If any complaint is not abated within three (3) working days, the City shall be notified immediately for the reason for not abating the complaint followed by a written report to the City Manager, or other City designee, within five (5) calendar days.

1.7 MAINTENANCE EMPLOYEES: All maintenance employees shall wear uniforms bearing both TENANT's name and the employees name for easy identification while working on the Complex. In addition to the stated identification requirements, maintenance workers shall be required to wear hard hats, steel toe shoes, face masks and ear protection when appropriate.

2.0 SPECIFIC REQUIREMENTS:

2.1 MAINTENANCE RECORDS: TENANT shall maintain and keep a report form that records all On-Going, Seasonal, and Additional Work and maintenance functions performed by TENANT's personnel. Said report shall be available for review at the request of the City Administrator, or other City designee.

2.2 TREES: TENANT shall develop a pruning program, which will promote proper tree scaffolding, strength, safety and appearance consistent with its intended use. Any tree or group of trees in need of trimming due to safety reasons shall be trimmed in a timely manner at TENANT's expense. Stumps will be removed as necessary with the exception of areas designated as natural habitat

2.2.1 Trees located adjacent to vehicular and/or pedestrian traffic ways shall be maintained so as to not obstruct vehicle and/or pedestrian visibility and clearance.

2.2.3 Fertilization shall be scheduled as often as required to keep trees in a healthy and desirable condition as outlined in the pruning specifications. Avoid applying fertilizer to root ball or base of a main stem, rather, spread evenly in area of a drip zone. Use a well-balanced commercial fertilizer.

2.2.4 Tree stakes, ties, and guides shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as required. Re-stake trees, as required, using lodge pole stakes.

2.2.5 Prune trees along sidewalks to allow eight (8) foot clearance for pedestrians and fifteen (15) feet above curb and gutters for vehicular traffic.

2.2.6 If a tree is in need of removal to provide air circulation for the turf grass or other valid purpose intended to improve playing conditions, then such removal shall first be subject to review with the City Administrator, or other City designee.

2.3 SHRUBS

2.3.1 Prune shrubs to retain as much of the natural informal appearance as possible on a timely basis.

2.3.2 Shrubs used as formal hedges or screens shall be pruned as required to present a neat, uniform appearance.

2.3.3 Remove any spent blossoms or dead flower stocks as required to present a clean, neat appearance.

2.3.4 Plants growing over curbing and/or sidewalks shall be trimmed on a natural taper rather than vertical so as not to appear to be hedged.

2.3.5 Schedule the application of a commercial fertilizer as often as required to promote optimum growth and healthy appearance to all shrubs.

2.3.6 Any plant requiring removal shall be considered for replacement by TENANT and the City Administrator, or other City designee, and if deemed necessary shall be at TENANT expense.

2.4 VINES

2.4.1 Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.

2.4.2 Do not use nails to secure vines on masonry walls.

2.4.3 Schedule fertilization of all vines with a commercial fertilizer as often as required, but no less than twice per year, to promote healthy appearance.

2.4.4 Pruning of vines will be in accordance with proper horticultural practices and in keeping with the purpose for which the particular vine was planted.

2.4.5 Any vine requiring removal shall be replaced by TENANT at their expense.

2.5 GROUND COVER

2.5.1 Apply all chemical control (i.e. pesticides) as required (although not mandatory) to control or prevent pest infestations to protect ornamental plantings.

2.5.2 Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.

2.5.3 Cultivate and/or spray herbicide to remove broad-leafed and grass weeds as required. Shrub beds shall be maintained in a weed free condition.

2.5.4 Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs, or on structures or walls. Keep trimmed back approximately four (4) inches from structures or walls.

2.5.5 Schedule fertilization of all ground cover areas with a commercial fertilize as often as required, but no less than twice per year, to promote healthy appearance.

2.5.6 Ground cover plants shall be added by TENANT, to ensure a solid mass planting in conformance with the original intent.

2.6 PEST CONTROL ON PLANT MATERIALS

2.6.1 TENANT shall provide complete and continuous control and/or eradication of all plant pests or disease.

2.6.2 TENANT shall supply the proper chemical designated for the pest to be controlled and all applications made by licensed applicators.

2.6.3 TENANT shall obtain all necessary regulatory permits and assume responsibility and liability for use of all chemical controls.

2.7 IRRIGATION SYSTEM

2.7.1 Efficient User of Water

2.7.1.1 The watering schedule will be established and programmed by TENANT. Application rates will be based on the amount of water the areas require to properly irrigate any plant material while eliminating excessive runoff.

Outside of ordinary routine repairs, any modifications, system enhancements, maintenance agreements with sub-contractors or other adjustments to the irrigation system, or any of their respective field components, must be submitted in advance for approval by the City Administrator, or other City designee,.

2.7.1.2 Considerations must be given to soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run off, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of grass plant and root structure. This may include syringing during the day and watering during periods of windy weather.

2.7.1.3 In areas where wind creates problems of spraying onto private property or onto road right of ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night.

2.7.1.4 TENANT shall be responsible for daily monitoring of all systems within premises and correcting for: coverage, adjustment and clogging of lines and sprinkler heads. All irrigation heads are to be monitored for proper rotation speed, leakage, excessive nozzle wear, proper spray pattern, and arc adjustment and all other operational functions.

2.7.1.5 All leaking or defective valves and irrigation heads shall be repaired immediately.

2.7.1.6 If, due to elements beyond the control of TENANT, conditions dictate priority uses of water, the following priorities are to be used: 1. Greens; 2. Tees; 3. Fairways; 4. Other Turf and Landscaped areas.

2.7.1.7 Particular attention shall be paid to all slope areas which will, by physical nature, provide for greatest potential runoff which can contribute to erosion and affect play.

2.7.1.8 TENANT shall turn off all controllers when it is not necessary to irrigate due to adequate rainfall.

NOTE: At no time shall TENANT utilize a fire hydrant for irrigation purposes without written permission from the City Administrator, or other City designee.

2.7.2 SYSTEM MAINTENANCE

2.7.2.1 Any repairs made by TENANT shall be made in accordance with manufacturers suggested repair procedures with acceptable industry comparable parts under normal industry standards.

2.7.2.2 TENANT shall be responsible for adjusting the height of sprinkler risers necessary to compensate for growth of plant material.

2.7.2.3 Automatic controllers and/or enclosures shall be locked while unattended.

2.7.2.4 All controller enclosures must be painted, as needed, to prevent rusting and maintain good appearance.

2.7.2.5 Irrigation heads shall be kept clear of overgrowth, which may obstruct maximum operation. Chemical edging around sprinkler heads will not be permitted unless approved by the City Administrator, or other City designee,

2.7.2.6 Repairs made to the irrigation system must be made in accordance with the system's original design with products equal to or higher quality than currently furnished.

2.7.2.7 All drip irrigation systems are to be inspected ongoing and repairs made timely with equal or higher grade repair products as needed. Drip system flush valves, where provided, are to be inspected and flushed on a regular basis with a similar repair requirement.

2.8 RODENT CONTROL: TENANT shall continuously engage in rodent control, to the best of its ability, for all rodents found within the boundaries of the Facility.

2.9 WEED CONTROL OF PAVED SURFACES: Operator shall manage all weeds growing in cracks, expansion joints and other hard surfaces.

2.10 WEED CONTROL IN LANDSCAPE AREAS: Weed control in landscape areas shall be accomplished by use of both pre-emergent and post-emergent herbicides, with due regard to the protection of all wetlands, using best management practices.

2.11 STRING TRIMMERS: Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. No string trimmers shall be used around trees. A minimum of twelve (12) inch bare soil or mulched buffer zone shall be maintained around the circumference at the base of all trees.

2.12 TURF MAINTENANCE: Turf maintenance in all areas is to be performed on a timely professional basis and in a manner to insure green and healthy turf that is free from weeds, disease and other pests and promotes optimum growth at all times throughout the year. Acceptable standards are to be established for each area of play under the review of the City Manager, or other City designee, and as being reasonable and appropriate for the local environment.

Turf is to be maintained utilizing sound agronomic and turf management standards such as fertilizing, irrigation, aerifying, topdressing, pest control, de-thatching, mowing, soil amending, shoot and root rejuvenation, and drainage control, in an effort to maintain the highest quality turf possible within reasonable limits, and not impact undue stress upon the plant materials.

Care must be exercised during all maintenance and mowing operations to prevent damage to all areas both within and adjacent to the Complex. This is to include, but not be limited to, sprinkler heads, controllers, electrical boxes, lighting fixtures, plant materials, buildings and structures, passing vehicles, and all private property. Alternate mowing patterns are to be established to insure the elimination or potential of wheel ruts by maintenance vehicles. All trash, litter and any debris must be removed and disposed of prior to mowing in any given area.

2.12.1 GREENS, NURSERY & ALL PUTTING SURFACE MAINTENANCE: Maintain all putting surfaces within locally acceptable industry standards at all times.

2.12.1.1 Putting surfaces to be maintained at a standard to create a smooth, firm fast texture. The task will be completed as early as possible (within reason, considering worker and product safety), and will typically be completed no later than four hours after start of play. Typical cutting height should be between 0.090" - 0.140" range necessary without injuring turf plant health.

2.12.1.2 Ball cups or pin locations are to be relocated daily under USGA standards to insure proper turf recovery and enable worn turf areas to rejuvenate. Ball marks and/or divots are to be repaired daily. Both above operations are to be performed daily utilizing industry standards, devices and methods.

2.12.1.3 Removal of sod from any nursery area should be immediately accompanied by reseeding and/or topdressing to facilitate the rapid recovery of nursery areas.

2.12.14 Grooming or brushing of all putting surfaces throughout the growing season is to be done on an as needed basis.

2.12.1.5 Topdressing is to be done on all putting surfaces. Material to be used shall be the comparable as the original material used in the construction of the putting surfaces. A soil analysis may be needed, at TENANT's expense, to determine comparable soil amendment prior to application.

2.12.1.6 Aerification will be performed at a frequency which reflects warranted conditions. Newly constructed greens may not be aerified as frequently during the first year. Occasional "needle tinning" and/or slicing with no top dressing may be performed to relieve compaction, allow air and water movement and facilitate flushing of salts.

2.12.1.7 TENANT shall have the soil analyzed annually to determine all properties inclusive of physical characteristics and recommended nutrient requirements. Nutrient requirements are to be established, through assay and/or periodic tissue analysis, to insure uniform growth of high quality intensely maintained turf typical of high quality local area putting greens. A proper fertilization program is to be established and maintained by TENANT throughout the term of the contract.

2.12.1.8 Putting surfaces are to be treated with chemicals only on an as needed basis to insure them to be free of damaging insects, noxious weeds, pathogens, and other pests typically associated with such intensely maintained turf grass. A proper preventative and/or pre-emergent chemical management program may be instituted by TENANT. Any damage to such turf areas as a result of any chemical applications will be at the expense of TENANT to correct and repair immediately.

2.12.1.9 Greens, inclusive of the collar, are to be periodically edged and kept free of foreign grasses and/or weeds to insure a healthy monostand of turf on the putting surface. This process must be done throughout the growing season as needed.

2.12.1.10 In the event over seeding is required, seeding rates are to be adjusted to insure rapid establishment. "Blue Tag Certified" seed may be used on putting surfaces. Seed must be free of all noxious weeds. All seed submitted for approval must be accompanied by the appropriate test data indicating compliance with the aforementioned requirements.

2.12.1.11 Ropes, signage, and traffic control devices will be moved at a frequency which avoids excessive wear and promotes turf cover in irrigated areas.

2.12.2 Care and maintenance of all aprons, collars and greens approaches must be identical to the specifications as set forth in Section 2.12.1 for putting greens. These areas of the course will be addressed as early as possible during the business day (within reason, considering worker and product safety). Collars and greens approaches will be cut to a height between 0.200"-0.500".

2.12.2.1 Care and maintenance of all aprons, collars and greens approaches must be identical to all of the standards and specifications as set forth in Section 2.12.1 for Putting Greens with the following exceptions:

2.12.2.2 Greens approaches are to be maintained utilizing all standards of maintenance as outlined in Section 2.12.3 for Tees with the following exceptions: Greens approaches are to be maintained at all times at the same cutting height and under the same mowing frequency as outlined for Aprons and Collars in Section 2.12.2.1. Greens approaches are to be mowed during the same operation as that of Aprons and Collars with clippings removed in a similar manner as that outlined for Aprons and Collars in Section 2.12.2.1.

2.12.3 TEE MAINTENANCE: Maintain all tees in accordance with accepted playability and industry standards at all times, observe the following minimum requirements:

2.12.3.1 Tees must be serviced daily and done as early as possible during the business day by the moving and placement of tee markers, benches, ball washers and filling of divots with sand and seed if needed. Tee towels are to be changed at least once a week. Ball washers are to be kept filled weekly to the proper fill level with an appropriate and pleasant smelling agent.

2.12.3.2 Mow tees with a properly adjusted reel type mower 2 to 5 times per week at a cutting height of 0.250"-0.550 inches. Clippings can be removed and disposed of properly -following mowing.

2.12.3.3 Grooming tees shall be done at a frequency when warranted to manage excessive tissue production.

2.12.3.4 Aerify tees shall be done at a frequency when warranted to manage excessive organic production.

2.12.3.5 Repair worn and damaged turf areas as they occur by overseeding or re-sodding to insure playability at all times. TENANT shall repair tee divots in the appropriate time so long as it does not impact players' enjoyment. Tees are to be maintained in a smooth and playable condition at all times.

2.12.3.6 Treat tees for control of insects, disease, weeds and other pests as needed, in a timely manner, to maintain a consistent and healthy playing surface at all times.

2.12.3.7 Trash receptacles are to be kept clean and emptied a minimum of once daily or as needed.

2.12.3.8 A sand container with appropriate dispensing device must be available and filled for use as needed on all 3 par tees for the repair of divots by golfers. Maintenance to resand as required.

2.12.3.9 Traffic control devices within 100 feet of teeing surfaces will be moved at a frequency which avoids excessive wear and promotes turf cover in irrigated areas.

2.12.4 FAIRWAY MAINTENANCE: Maintain all fairways in accordance with accepted playability and industry standards at all times, observing the following minimum requirements:

2.12.4.1 Mow fairways, a minimum of twice weekly at 0.325"-0.650" height depending on the time of year and surface demands of the golfer.

2.12.4.2 Groom fairways as necessary for turf health and good playing condition.

2.12.4.3 Aerify all fairways shall be done at a frequency when warranted to manage excessive organic production. Plugs will be removed or pulverized.

2.12.4.4 Treat turf to control weeds, diseases, insects, and other pests as necessary to maintain a weed free and healthy turn.

2.12.5 ROUGH MAINTENANCE: Maintain turf areas in accordance with applicable industry standards at all times, observing the following minimum requirements:

2.12.5.1 Mow as warranted to maintain consistency at 1" to 2 "in height throughout the growing season.

2.12.5.2 Groom as necessary to promote healthy growth.

2.12.5.3 Aerify rough shall be done at a frequency when warranted to manage excessive organic production. Plugs will be removed or pulverized.

2.12.5.4 Overseed and top dress (or re-sod) worn or bare turf areas as necessary.

2.12.5.5 Treat turf to control weeds, diseases, insects and other pests, as necessary, to maintain a weed free and healthy turf.

2.13 SAND TRAPS

2.13.1 Sand traps shall be cleaned and raked as needed with sand added as required to a uniform minimum sand depth of 2-3 inches on slopes and 5-6 inches at base. Added sand must be consistent to insure compatibility and consistency with existing material.

2.13.2 Turf shall be mechanically edged around sand traps at regular intervals to ensure a neat appearance and eliminate turf grass encroachment.

2.13.3 Excess sand in the turf surrounding the trap shall be removed on a regular basis.

2.13.4 A minimum of one (1) freshly painted rake every 50 L/F is to be available at all sand traps at all times.

2.14 SHRUB BEDS/SEASONAL COLOR BEDS/PERIPHERY AREAS

2.14.1 Shrub Beds

2.14.1.1 Clean up shall occur on a regular basis, to ensure that beds are kept free of fallen branches, excessive leaves and weeds. Trash such as papers, cans, bottles and other debris will be removed daily.

2.14.1.2 Weed control shall be accomplished through both chemical and mechanical means. It is the intent of the City to avoid the use of chemicals whenever practical. When chemicals are used in planting beds for weed control, care must be exercised to not damage desirable plant materials. If chemical drift occurs, TENANT must immediately replace the damaged plant material with an appropriately sized substitute of the same genus and species of plant.

2.13.1.3 Trimming – Refer to Section 2.03

2.14.2 Seasonal Color Beds

2.14.2.1 All color beds shall be regularly cleaned of paper, cans, bottles, fallen branches, excessive leaves and weeds.

2.14.2.2 Weed control shall be accomplished through both chemical and mechanical means. It is the intent of the City to avoid the use of chemicals whenever practical.

2.14.2.3 Beds shall be cultivated on a regular basis.

2.14.2.4 Color plants shall be replaced as warranted.

2.14.3 Periphery Areas: These areas consist of all turf areas not previously mentioned. These areas are normally non-playable areas including, but not limited to, slopes, natural ditches, drainage channels, creek beds and lakes.

2.14.3.1 All periphery areas shall be maintained in a manner consistent with industry standards.

2.14.3.2 Areas shall be watered, mowed, weeded, cleaned of litter and other debris as needed.

2.14.3.3 Special attention shall be given to periphery areas adjacent to public roadways since these areas are highly visible to the general public and constitute a first impression of the overall quality and service level of the courses.

2.14.3.4 All areas are to be inspected for and repaired of any erosion problems on a regular basis and immediately corrected if needed.

2.15 PARKING LOTS

2.15.1 Parking lots are to be cleaned as needed to ensure a clean appearance free from litter and debris including, but not limited to all landscaped planters on or adjacent to lots.

2.15.2 Paint striping, seal coating and other maintenance shall be the responsibility of the City initially and thereafter, TENANT's responsibility.

2.15.3 Handicap Parking signage and paint shall be maintained in accordance with all State, County, City and Federal regulations.

2.16 GRAFFITI

2.16.1 The Facility shall be inspected daily for evidence of graffiti. Special attention shall be given to restrooms, signs, markers, block walls, curbing, paving trees, utility poles/boxes and/or any other structures or fixtures.

2.16.2 All graffiti shall be eradicated in a timely manner of detection.

2.17 COURSE ACCESSORY EQUIPMENT: All accessory equipment must be maintained in a clean, safe, functioning condition at all times and repainted as required to present an aesthetically pleasing appearance. Accessory equipment for each hole shall be determined by TENANT, upon approval from City, and shall consist, but not be limited to, the following:

NOTE:

- Signage
- Yardage Marker
- Ball Washers
- Flags and Poles
- Cups
- Trash Receptacles
- Clean Brushes
- Sand Buckets
- Ropes and Stakes
- Rakes

2.18 CART PATH/STEPS AND STAIRS/RAMPS/WALKWAYS/BRIDGES

2.18.1 All shall be kept presentable and swept or blown clean as needed.

2.18.2 To be edged and scraped clean a minimum of once a month.

2.18.3 All potholes, cracks and/or other surface damage shall be noted upon detection to ensure a safe, usable surface.

2.19 RESTROOMS

2.19.1 Restrooms shall be cleaned and sanitized daily using cleaning and sanitizing agents recognized for use in public restrooms.

2.19.2 Paper supplies shall be checked and restocked daily as needed.

2.19.3 Walls, ceilings, screens and windows shall be cleaned at least monthly.

2.19.4 TENANT shall repair/replace leaky or malfunctioning fixtures timely upon detection.

2.19.5 Locking and unlocking of restrooms shall be part of normal opening and closing procedures.

2.19.6 Lighting fixtures are to be checked daily with re-lamping of faulty fixtures provided as needed at time of detection.

2.20 MAINTENANCE HEADQUARTERS

2.20.1 Upon the City delivering the maintenance headquarters to TENANT meeting code requirements, the maintenance headquarters shall be kept clean and neat at all times with all material inventories and supplies stored in a manner in keeping with OSHA, City Fire Department, and all City, County, State and Federal regulations.

2.20.2 The area shall be locked or otherwise secured when unattended to discourage unauthorized entry.

2.20.3 Office, lunchroom, and all maintenance areas to be cleaned in the same manner as the restrooms on the course.

2.21 COURSE LIGHTING: All lighting systems shall be inspected on a regular basis with faulty bulbs, fixtures or other malfunctions repaired immediately upon detection as needed.

2.22 WATER COURSE MAINTENANCE

2.22.1 Lakes shall be cleaned a minimum of twice annually. The filtration system shall be cleaned and maintained in accordance with manufacturer's recommended procedures and any repairs shall be performed by an authorized, trained manufacturer's representative during the warranty period. Manufacturer's approved filters and parts, or industry comparable replacements, may be used on the filtration systems. Any out of the ordinary or non-routine golf course maintenance required on the lakes shall be the responsibility and expense of the City.

2.22.2 Algae control program shall be determined by the golf superintendent appointed by TENANT.

2.22.3 Lakes shall be inspected regularly with all visible litter/debris removed at timely.

2.23 CONSTRUCTION AND/OR REMODELING: Any and all changes in the physical characteristics of any portion of the courses such as addition or removal of sand traps, trees, water hazards, native vegetation or other features shall require prior approval of the City Administrator, or other City designee.

2.24 DRIVING RANGE MAINTENANCE

2.24.1 Driving range tees

2.24.1.1 Grass Tees (if installed) shall be mowed with a reel type mower as warranted to maintain a maximum height of 0.325"-0.550"

2.24.1.2 Tee Mats will be kept in good condition and replaced a minimum of once annually.

2.24.2 Once planted, landing area turf shall be mowed as warranted.

2.24.3 Practice Target/Putting Green Turf – same as specified in 2.12 A.

2.24.4 General turf maintenance shall conform to procedures in Section 2.12.

2.24.5 Bag racks and signage shall be maintained in an aesthetically pleasing and functional condition at all times. Repainting shall occur as needed.

2.24.6 Lighting shall be inspected on a regular basis with faulty bulbs and/or fixtures repaired or replaced as needed.

2.25 GOLF CART CLEANLINESS/MAINTENANCE:

2.25.1 Golf carts shall be maintained in good operating condition while maintain a clean appearance at all times.

2.25.2 Golf carts shall be cleaned, fit for the purposes intended, and replaced at a minimum of each six years.

3.0 CLUBHOUSE, PRO SHOP, RESTROOM BUILDINGS AND OTHER STRUCTURES: TENANT shall keep the premises, and every part thereof, in good working order, condition and repair, ordinary wear and tear excepted, and whether or not the need for such repair occurs as a result of TENANT's use, any prior use, the elements or the age of the structures, provided, however, TENANT shall have no responsibility or liability to make capital improvements, capital expenditures, or structural repairs to the building. However, TENANT shall have responsibility or liability for any such repair that they actually make.

4.0 HOUSEKEEPING/CUSTODIAL REQUIREMENTS: These specifications establish the standards for routine housekeeping/custodial services to the clubhouse and all other buildings open for public use at the Complex. The intent is for TENANT to be responsible for regularly cleaning all floors, walls, ceilings, counters, draperies and upholstered furniture as outlined in the following sections. The following is subject to the City delivering to TENANT a clubhouse that meets the following standards. Once delivered then TENANT shall perform the following:

4.1 All horizontal, vertical and under surfaces shall be free of dust, smudges or spots, and the corners, crevices, moldings and ledges shall be free of dust.

4.2 Basins and fixtures shall be clean, disinfected and bright. There shall be no dust, stains or encrustation.

4.3 Glass shall be cleaned regularly on both sides of all interior and exterior windows, skylights, high transoms, vestibule doors, counters, display cases and any other stationary glass in order to ensure a clean, smudge free appearance.

4.4 Carpeted surfaces shall be maintained free of spillage, dirt accumulation, crusted material, spots and stains.

4.5 Hard floor surfaces shall be maintained clean and free of debris or foreign matter. No dirt shall be left in corners or on baseboards, behind doors or under furniture. The finished area shall be safe from slipping and shall have a uniform luster without unsightly finish buildups.

4.6 All walls shall be maintained free of spots, smudges and other foreign markings.

4.7 Furniture, module systems and upholstered furniture shall be maintained free of dust, dirt and stains and shall present an overall clean appearance.

4.8 Doors and kick plates shall appear clean.

4.9 Designated smoking areas shall be serviced to present an overall clean appearance, free of discarded materials. Ash trays shall be free of discarded butts, ashes and other foreign materials.

4.10 Miscellaneous counter tops, tables, chairs, sinks and fixtures are to be clean, disinfected, bright and free of dirt, stains or foreign matter.

4.11 Public telephone surfaces shall be maintained clean and free of dust, dirt, smudges, streaks and other soil substances.

4.12 Drinking fountains shall be kept free of trash, cigarette butts, etc., and the nozzles kept free of encrustation. Metal surfaces shall have a polished lustrous appearance. All surfaces must be disinfected.

4.13 Waste receptacles shall be cleaned and emptied at least daily to ensure that they are in a clean and serviceable condition.

Exhibit G

Title Report

(North American Title Company Preliminary Report dated May 22, 2012, for 1 Maitland Drive, Alameda attached)



4255 Hopyard Road, Suite 1
Pleasanton, California 94588
Office Phone: (925)847-9570
Office Fax: (925)847-0663

North American Title Company
4255 Hopyard Road, Suite 1
Pleasanton, CA 94588

Our Order No.: 1161340
Property Address: 1 Maitland Drive, Alameda, CA
94502

Attention: Evelyn Bowens-Chambers

Preliminary Report Dated as of May 22, 2012 at 7:30 A.M.

In response to the above referenced application for a Policy of Title Insurance,

North American Title Company

Hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and limitations on covered risks of said Policy or Policies are set forth in Exhibit A attached. The Policy to be issued may contain an Arbitration Clause. When the amount of insurance is less than that set forth in the Arbitration Clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the Parties. Limitations on covered risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a deductible amount and a maximum dollar limit of liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of Policy of title insurance contemplated by this report is: CLTA Standard Coverage Owners Policy

Please note that the America's First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) can only be issued on transactions involving individuals as purchasers and residential 1-4 properties. Any indication that the America's First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) will be issued in a transaction that does not meet these criteria is hereby revised to state that the policy contemplated is a Standard Coverage Policy.

Chan Amarsingh, Title Officer

SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:
 Fee simple.
2. Title to said estate or interest at the date hereof is vested in:
 City of Alameda, a municipal corporation
3. The Land referred to in this report is situated in the State of California, County of Alameda, and is described as follows:

See attached Legal Description

LEGAL DESCRIPTION

Real property in the City of Alameda, County of Alameda, State of California, described as follows:

ALL THOSE PORTIONS OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31 AND 32 IN SECTION 19 AND LOTS 1, 2, 15 AND 16 IN SECTION 30 TOWNSHIP 2 SOUTH, RANGE 3 WEST, MT. DIABLO BASE AND MERIDIAN, AS SAID LOTS ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED SALE MAP NO. 10, OF SALT MARSH AND TIDE LANDS, SITUATED IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND FILED JUNE 9, 1888 IN BOOK 17 OF MAPS, PAGE 30 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, CALIFORNIA; BOUNDED ON THE NORTH BY DOOLITTLE DRIVE ON THE WEST BY ISLAND AND MAITLAND DRIVE ON THE SOUTH BY FLOWER LANE AND MAITLAND DRIVE AND ON THE EAST BY HARBOR BAY PARKWAY, AS SAID ROADS NOW EXISTS.

EXCEPTING THEREFROM THE FOLLOWING:

1. FROM LOT 16 ALL THAT PORTION DESCRIBED IN THE DEED TO CITY OF OAKLAND RECORDED MAY 6, 1944 IN BOOK 4558, PAGE 8, ALAMEDA COUNTY RECORDS.
2. THE SOUTH ONE-HALF OF LOT 28; AND ALL THOSE PORTION OF LOT 28 DESCRIBED IN THE DEED TO EDWARD B. AND RACHEL G. BELLO RECORDED FEBRUARY 8, 1994, INSTRUMENT NO. 53304; AND IN THE DEED TO CATHERINE J. PALACIOS AS TRUSTEE OF THE CATHERINE J. PALACIOS 2003 REVOCABLE TRUST DATED NOVEMBER 25, 2003, RECORDED FEBRUARY 24, 2004, INSTRUMENT NO. 77509, ALAMEDA COUNTY RECORDS.
3. FROM LOT 29, ALL THOSE PORTION DESCRIBED IN THE DEED TO LILIA C. FONSECA AS TRUSTEE OF THE LILIA C. FONSECA LIVING TRUST DATED FEBRUARY 2, 2006, RECORDED FEBRUARY 23, 2006, INSTRUMENT NO. 67255; AND IN THE DEED TO DAVID K. HO, YUN HO AND MICHAEL HO AND ANNIE M. HO RECORDED JUNE 30, 2009, INSTRUMENT NO. 207301; AND IN THE DEED TO JOSEPHINE RAMOS RECORDED AUGUST 30, 2006, INSTRUMENT NO. 331393; AND IN THE DEED TO CHARLES AND MARY SCOTT RECORDED MAY 4, 1990, INSTRUMENT NO. 123435, ALAMEDA COUNTY RECORDS.
4. FROM LOT 15 IN SECTION 30, ALL THAT PORTION LYING WITHIN PARCEL MAP 278 FILED OCTOBER 6, 1967 IN BOOK 54 OF PARCEL MAP AT PAGE 74, ALAMEDA COUNTY RECORDS; AND IN THE DEED TO MARTHA A. DAVIS RECORDED OCTOBER 1, 2004, INSTRUMENT NO. 446310; AND IN THE DEED TO PETER K.T. WONG AND MIMI KOO WONG, TRUSTEES OF THE WONG MARITAL LIVING TRUST RECORDED MAY 31, 2005, INSTRUMENT NO. 220991; AND ALL THAT PORTION LYING WEST OF FEBRUARY PLACE, AS SAID FAIRWAY PLACE NOW EXISTS.

THIS DESCRIPTION SHOWN HEREIN IS PROVIDED FOR CONVENIENCE ONLY AND HAS NOT BEEN CREATED OF RECORD. GRANTOR SHOULD SUPPLY A NEW LEGAL DESCRIPTION PROVIDED BY A QUALIFIED SURVEYOR OF SAID LAND PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE.

APN: 074-1040-003-21

SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions in the policy form designated on the face page of this report would be as follows:

1. General and special taxes and assessments for the fiscal year 2011-2012 are exempt.
2. Public trust easement for commerce, navigation and fisheries over any Board of Tide Land Commissioners lot which is submerged or subject to the ebb and flow of the tide which was filled subsequent to February 1980.
3. An easement for Water pipe line, ingress and egress and incidental purposes, recorded December 12, 1946 as Book 5045, Page 49 of Official Records.
In Favor of: East Bay Municipal Utility District
Affects: Portion of Lot 21 in Section 19

Terms and provisions contained in the above document.

4. The terms and provisions contained in the document entitled Deed, executed by and between City of Oakland, a municipal corporation of the State of California, acting by and through its Board of Port Commissioners and The City of Alameda, a municipal corporation of the State of California, recorded June 12, 1950, in book No. 6135, Page 75 as Instrument No. AE51323 of Official Records.
5. The terms and provisions contained in the document entitled Agreement and Conveyance, executed by and between City of Oakland, a municipal corporation of the State of California, acting by and through its Board of Port Commissions and City of Alameda, a municipal corporation of the State of California, recorded October 3, 1950, in book No. 6245, Page 293 as Instrument No. AE89400 of Official Records.
6. Abutter's rights of ingress and egress to or from Highway have been relinquished in the document recorded April 24, 1951 as Instrument No. AF-34427, Book 6418, Page 388, Case No. 228455 of Official Records.
7. An easement for Roadway purposes and incidental purposes, recorded March 16, 1979 as Instrument No. 79-48706 of Official Records.
In Favor of: City of Oakland
Affects: Portion of said land as described therein
8. An easement for Public street and incidental purposes, recorded April 10, 1984 as Instrument No. 84-069161 of Official Records.
In Favor of: State of California, Department of Transportation
Affects: Portion of said land, as described therein
9. A) An unrecorded lease dated July 21, 1999, executed by City of Alameda as lessor and GTE Mobilnet of California Limited Partnership, a California limited partnership as lessee, as disclosed by a Memorandum of Lease Agreement recorded September 27, 1999 as Instrument No. 99-367256 of Official Records.

B) The terms and provisions contained in the document entitled Assignment and Assumption Agreement, executed by and between GTE Mobilnet of California Limited Partnership, a California limited partnership d/b/a Verizon Wireless and Crown Castle GT Company, LLC, a Delaware limited liability company, recorded February 5, 2002 as Instrument No. 2002-057130 of Official Records.

C) The terms and provisions contained in the document entitled Memorandum of Second Amendment to Lease Agreement, executed by and between City of Alameda and Crown Castle GT Company, LLC, a Delaware limited liability company, recorded May 7, 2010 as Instrument No. 2010-125146 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

10. An unrecorded lease dated October 22, 2000, executed by City of Alameda as lessor and Sprint Spectrum L.P., a Delaware limited partnership as lessee, as disclosed by a Memorandum of Agreement recorded February 13, 2001 as Instrument No. 2001-054848 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

11. An unrecorded lease dated January 21, 2002, executed by The City of Alameda, a municipal corporation as lessor and ATC Holding Inc., a Delaware corporation as lessee, as disclosed by a Memorandum of Agreement recorded February 26, 2002 as Instrument No. 2002-089839 of Official Records.

Document(s) declaring modifications thereof recorded January 9, 2009 as Instrument No. 2009-005623 of Official Records.

12. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

***** END OF REPORT *****

***** NOTES *****

1. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

2. Basic rate applies.
3. City Transfer Tax: The following City Charged Transfer Tax is in addition to the Normal Transfer Tax. The tax is based on the full value of the transfer without allowance for liens or encumbrances assumed - the fee shown is the fee per thousand dollars of value or fraction thereof. The rates shown are subject to change by city at any time.

CITY	FEE
Alameda	\$12.00
Albany	\$11.50
Berkeley	\$15.00
Hayward	\$ 4.50
Oakland	\$15.00
Piedmont	\$13.00
San Leandro	\$ 6.00

4. Notice of change in ownership recording procedure

Effective July 1, 1985 pursuant to state law as amended January 1, 2011 (Section 480.3 of the Revenue and Taxation Code), all Deeds and other Documents that reflect a change in ownership must be accompanied by a Preliminary Change of Ownership Report to be completed by the transferee.

If this special report is not presented at the time of recording, an additional recording fee of \$20.00, as required by law, will be charged.

Preliminary Change in Ownership forms, instructions on how to complete them, and a non-exclusive list of documents that are affected by this change, are available from the County Recorder's Office or the Office of the County Assessor.

5. GOOD FUNDS LAW

Under Section 12413.1 of the California Insurance Code, North American Title Company, Inc. may only make funds available for disbursement in accordance with the following rules:

Same day availability. Disbursement on the date of deposit is allowed only when funds are deposited to North American Title Company, Inc. by Cash or Electronic Transfer (Wire). Cash will be accepted only under special circumstances and upon approval by management.

Next business day availability. If funds are deposited to North American Title Company, Inc. by cashier's checks, certified checks or teller's checks, disbursement may be on the next business day following deposit. A "teller's check" is one drawn by an insured financial institution against another insured financial institution (e.g., a savings and loan funding with a check drawn against a FDIC insured bank).

Second business day availability. If the deposit is made by checks other than those described in paragraphs 1 and 2 above, disbursement may occur on the day when funds must be made available to depositors under Federal Reserve Regulation CC. In most cases, these checks will be available on the second business day following deposit. (For further details, consult California Insurance Code Section 12413, et seq. and Regulation CC).

These are the minimum periods before funds will be made available. North American Title Company, Inc. is not obligated to disburse funds at the expiration of the time periods above, and expressly reserves the right to require additional time before disbursing on deposited funds. Close of escrow and final disbursement will not be made based on deposits in the form of personal checks, corporate checks, credit union checks, money market checks, travelers checks and official checks until confirmation of final clearance of the funds.

North American Title Company will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by state law.

For Your Information, Our Wire Instructions Are:

Wire To:

Comerica Bank
2321 Rosecrans Ave, Ste 5000
El Segundo, CA 90245

Credit the Account of:

North American Title Company, Inc.
Bank Account No.: 1893546067 ABA No.: 121137522
Escrow No. 54606-1161340-12

ACH FUNDS - Automatic Clearing House

North American Title Company, Inc. will not accept funds in the form of ACH transfers.

Be sure to reference our order number 54606-1161340-12.

Should this office be required to wire funds out at close of escrow, please be informed that wiring instructions should be received as soon as possible, but no later than the following times.

Wires outside the State of California:

11:00 A.M. ON DATE OF WIRE

Wires within the State of California:

12:00 P.M. ON DATE OF WIRE

Effective January 1, 1991

A service charge of \$25.00 will be assessed for all funds disbursed by this Company by wire.

6. Payoff Requirement

If any of the deeds of trust shown in this Preliminary Report secures a revolving credit loan, this Company will require prior to closing that:

1. The Borrower provide authorization to the Lender to freeze the loan from further disbursements and that we be provided with proof that the account has been frozen and the effective date of the freeze.
2. All unused checks, voided checks and/or credit cards be submitted to this Company.
3. There are no outstanding checks unpaid.

4. Should the Company be unable to ascertain that one or more of the above have not been complied with, we will withhold from the proceeds the maximum amount of the loan obligation until such time as we may verify that the payoff was sufficient to obtain a full reconveyance.
7. This report is incomplete. We may require a statement of information from the parties indicated below, five (5) days prior to closing, in order to complete this report, based on the effect of Documents, Proceedings, Liens, Decrees, or other matters which do not specifically describe said Land, but which, if any do exist, may affect the title or impose Liens or Encumbrances thereon.

Borrower:

Seller: City of Alameda

All Parties:

NOTE: The statement of information is necessary to complete the search and examination of Title under this order. Any Title Search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the Parties, but in fact affect another Party with the same or similar name.

Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

8. North American Title Company, Inc.'s charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.
9. The map attached, if any, may or may not be a survey of the land depicted hereon. North American Title Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

NORTH AMERICAN TITLE COMPANY

4255 Hopyard Road, Suite 1, Pleasanton, CA 94588

(925)847-9570

Fax: (925)251-0104 Email: nocal.pleasantonstoneridge@nat.com

Attention:

Your Ref:

Our Order No.: 54606-1161340-12

LENDERS SUPPLEMENTAL REPORT

Dated as of May 22, 2012 AT 7:30 A.M.

Title Officer: Chan Amarsingh

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy of Title Insurance:

Our ALTA Loan Policy, when issued, will contain Endorsement Nos. 100 and 116.

There is located on said land a Golf Course

Known as: 1 Maitland Drive

City of Alameda

County of Alameda

State of California.

Privacy Policy Notice

We at the North American Title Group family of companies take your privacy very seriously. This Notice is being given on behalf of each of the companies listed below¹ (the "North American Title Companies"), as well as on behalf of North American Advantage Insurance Services, LLC. It explains our policy regarding the personal information of our customers and our former customers.

OUR PRIVACY POLICIES AND PRACTICES

The North American Title Companies

1. **Information North American Title Companies collect, and the sources from which we collect it:** On forms related to your real estate transaction, North American Title Companies collect personal information that you, our affiliates or third parties have provided to us, such as, for example, your name, address, and sale price of your home. All of the information that we collect is referred to in this notice as "NAT Collected Information".
2. **What information North American Title Companies disclose to our affiliates:** From time to time, as permitted by law, the North American Title Companies may share NAT Collected Information with each other and with North American Advantage Insurance Services, LLC ("NAAIS") about customers and former customers. You may ask us not to share NAT Collected Information among the North American Title Companies and NAAIS by writing to us and letting us know at: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. Your request will not affect NAT Collected Information that the North American Title Companies are otherwise permitted by law to share, such as, in certain circumstances, NAT Collected Information related to our experiences and transactions with you.
3. **What information North American Title Companies disclose to third parties:**
 - If permitted by federal law and the law of your state, we may disclose some or all of the following information to companies that perform marketing services on our behalf and to certain unaffiliated insurance companies with whom we have joint marketing agreements: your name, current address, purchased property address, and closing date.
 - We also may share NAT Collected Information about customers and former customers with other unaffiliated third parties, as permitted by law. For example, NAT Collected Information may be shared in certain circumstances (A) with companies involved in servicing or processing your account (B) with insurance regulatory authorities, and (C) with law enforcement officials, to protect against fraud or other crimes.
4. **Your right to access your personal information:** You have the right to review your personal information that we have on record about you. If you wish to review that information, please contact the local North American Title Company office identified on the title insurance product to which this notice is attached or where you received this notice and give us a reasonable time to make that information available to you. If you believe any information is incorrect, notify us, and if we agree, we will correct it. If we disagree, we will advise you in writing why we disagree.

North American Advantage Insurance Services, LLC

1. **Information North American Advantage Insurance Services, LLC ("NAAIS") collect and sources from which we collect it:** NAAIS collects personal information about you from you, our affiliates, or third parties on forms related to your transaction with NAAIS or a North American Title Company, such as your name, address, or information about the property that is or will be insured. We also receive information from companies, which compile and distribute public records. All of the information that NAAIS collects, as described in this paragraph, is referred to in this notice as "NAAIS Collected Information."
2. **Information NAAIS may disclose to its affiliates or third parties:** NAAIS may disclose NAAIS Collected Information about you or others without your permission as permitted or required by law, including to the following types of institutions for the reasons described:
 - To a third party or an affiliate if the disclosure will enable that party to perform a business, professional or insurance function for us in connection with an insurance transaction involving you.
 - To an insurance institution, agent, or credit reporting agency in order to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction.

- To an insurance institution, agent, or credit reporting agency for either this agency or the entity to whom we disclose the information to perform a function in connection with an insurance transaction involving you.
- To an insurance regulatory authority, law enforcement, or other governmental authority in order to protect our interests in preventing or prosecuting fraud, or if we believe that you have conducted illegal activities.

3. **Your right to access and amend your personal information:** You have the right to request access to the personal information that we record about you. Your right includes the right to know the source of the information and the identity of the persons, institutions or types of institutions to whom we have disclosed such information within two (2) years prior to your request. Your right includes the right to view such information and copy it in person, or request that a copy of it be sent to you by mail (for which we may charge you a reasonable fee to cover our costs). Your right also includes the right to request corrections, amendments or deletions of any information in our possession. The procedures that you must follow to request access to or an amendment of your information are as follows:

To obtain access to your information: You should submit a request in writing to: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. The request should include your name, address, social security number, telephone number, and the recorded information to which you would like access. The request should state whether you would like access in person or a copy of the information sent to you by mail. Upon receipt of your request, we will contact you within 30 business days to arrange providing you with access in person or the copies that you have requested.

To correct, amend, or delete any of your information: You should submit a request in writing to: North American Title Group, Inc., Attention: Corporate Affairs, 700 NW 107th Avenue, Suite 300, Miami, FL 33172. The request should include your name, address, social security number, telephone number, the specific information in dispute, and the identity of the document or record that contains the disputed information. Upon receipt of your request, we will contact you within 30 business days to notify you either that we have made the correction, amendment or deletion, or that we refuse to do so and the reasons for the refusal, which you will have an opportunity to challenge.

SECURITY PROCEDURES

We restrict access to NAT Collected Information and NAAIS Collected Information about you to individuals who need to know such information in order to provide you with your product or service. We maintain physical, electronic and procedural safeguards to protect NAT Collected Information and NAAIS Collected Information about you.

CHANGES TO OUR PRIVACY POLICY

This Notice reflects our privacy policy as of February 1, 2008. We reserve the right to change, modify or amend this policy at any time. Please check our Privacy Policy periodically for changes.

†The North American Title Group Family of Companies are: North American Title Company, North American Title Insurance Company, North American Title Alliance, LLC, North American Title Florida Alliance, LLC, North American Services, LLC, North American Exchange Company, North American Title Agency, North American Abstract Agency and North American Legal Services, L.L.C.

ACKNOWLEDGEMENT

Your receipt of a copy of the preliminary report, commitment, your policy of insurance, or escrow documents accompanied by this Notice will constitute your acknowledgment of receipt of this Privacy Policy Notice.

Exhibit A (Revised 06-04-10)

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
 6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/22/03)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on the Land
 - e. Land division
 - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14:	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1% of Policy Amount or \$5,000 (whichever is less)	\$10,000
Covered Risk 16:	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$10,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$10,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * land use
 - * improvements on the land
 - * land division
 - * environmental protection
 This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records
 - * on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A
 - OR
 - * in streets, alleys, or waterways that touch your land
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

ALTA LOAN POLICY (10-17-92) WITH ALTA ENDORSEMENT- FORM 1 COVERAGE EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) Resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA OWNER'S POLICY (10-17-92) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (02-03-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

NATCO NOTES:

DON'T DELAY YOUR CLOSE OF ESCROW! IF ANY OF THE FOLLOWING ITEMS AFFECT YOUR TRANSACTION, PLEASE NOTIFY YOUR ESCROW OFFICER AS SOON AS POSSIBLE.

I. Ongoing Construction

The Title Company will require, as a minimum, the following prior to insuring:

- A. Valid Notice of Completion verified by inspection and expiration of 60 days from recordation of said notice or;
- B. Approved Indemnities from Borrower/Seller, approved financial statement not over one year old and a waiver of lien rights from the general contractor.
- C. The Title Company may also require proof of payment of subcontractors, indemnity and financial statement from the general contractor, a copy of the contract and the with-holding of a sum of money, to cover the contract until the mechanics lien period has expired, with which to pay filed mechanics liens, or other assurances to be determined on a case by case basis.

II. Bankruptcy

The Title Company will require, as a minimum, the following prior to insuring:

- A. The bankruptcy case be closed or,
- B. An order from the bankruptcy court verifying the transaction, with a demand placed into escrow by the trustee.
- C. Escrow may not close until 15 days have elapsed from the order and the file has been checked to verify that there are no objections to said order.

III. Abstracts of Judgment, Liens, Tax Liens

The Title Company will require, as a minimum, the following prior to insuring:

- A. Proof that the buyer/seller is not the same party as on the recorded liens.
- B. This is accomplished by the buyer/seller/borrower completely filling out and signing a statement of information.
- C. The items are to be paid off in escrow.
- D. The items are to be subordinated to the new transaction.

IV. Community Property

California and Nevada are community property states:

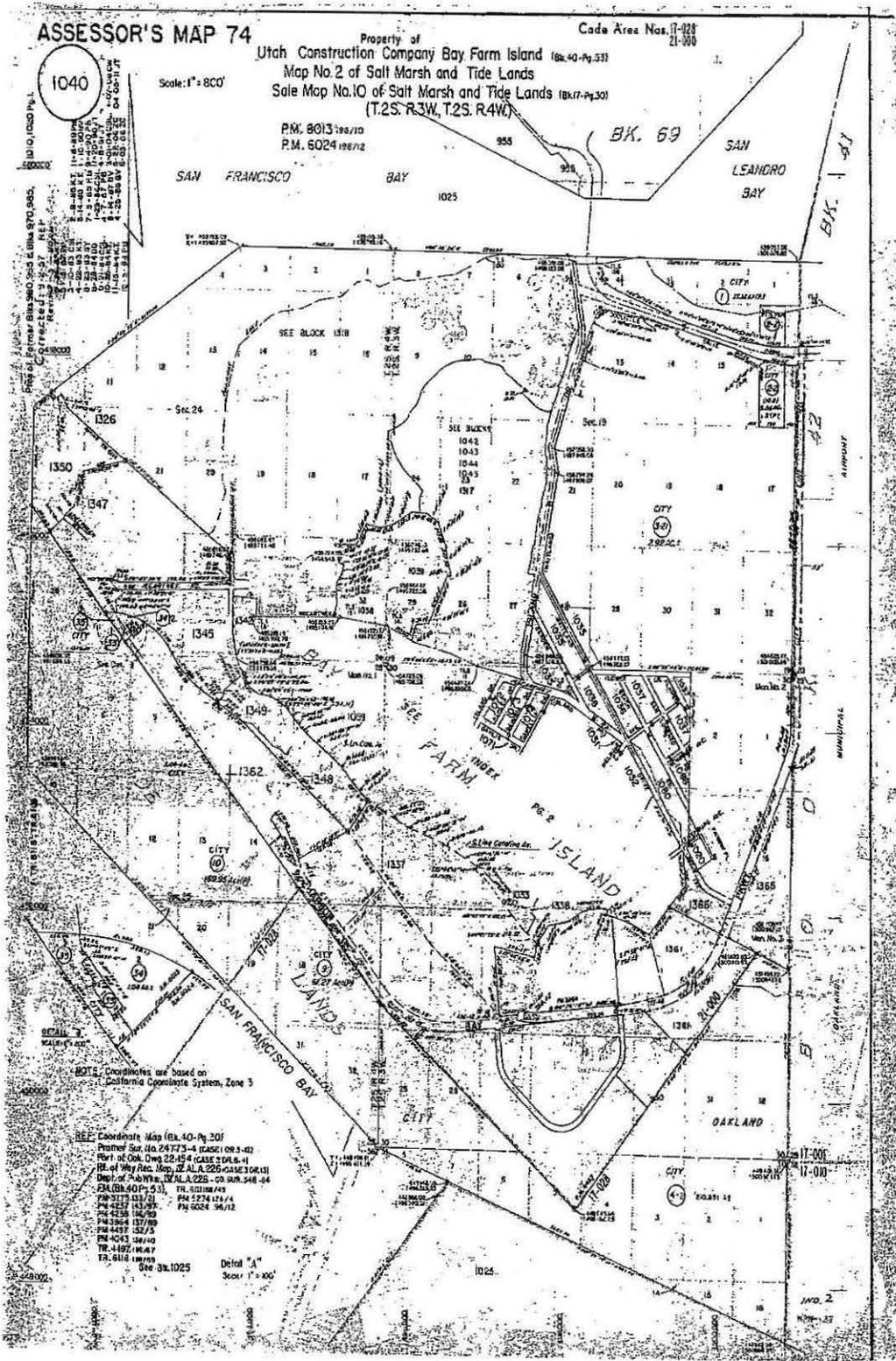
- A. A quitclaim from one spouse to another must specifically quitclaim any community property interest.
- B. An interlocutory decree of divorce specifically granting the property to one spouse is sufficient if a final decree is issued and recorded in the county.

DID YOU KNOW?

Any of the following situations could cause a substantial delay in close of escrow. The earlier we are made aware of potential problems, the earlier the issues can be dealt with to ensure a smooth and timely close of your transaction.

- Are your principals trying to accomplish a tax deferred exchange? If so, have they chosen an intermediary and who is it?
- Will any of the principals be using a Power of Attorney?
- Are any of the vested owners deceased or in any way incapacitated?
- Do all of the principals who will be signing have a current photo I.D. or Driver's License?
- Has there been a change in marital status of any of the vested owners or will we be adding anyone to title, i.e. co-signers, additional insured, etc.?
- Is the property currently vested in a trust or will the new buyer/borrower vest in a trust?
- Are any of the trustees of the trust deceased or incapacitated?
- Will this transaction involve a short sale?
- Will there be a new entity formed, i.e. partnership, corporation?
- Will all of the principals be available to sign or will we be Federal Expressing documents to another state/country? If so, where?

If you have any other information which may be useful to us, please contact your escrow officer as soon as possible. Our goal is to make your transaction as easy and trouble-free as possible. We appreciate your business and hope that you find North American Title Company your company of choice for all of your title and escrow needs.





LEGEND
- GOLF COURSE LIMITS
- EXISTING ANGLE

GREENWAY LEASE EXHIBIT
CITY OF ALAMEDA, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS, ARCHITECTS, PLANNERS
1000 UNIVERSITY AVENUE, SUITE 1000
SAN FRANCISCO, CALIFORNIA 94103-1000
PHONE: (415) 774-2000 FAX: (415) 774-2006

F = INVENTORY WE DON'T WANT
I = INVENTORY WE WANT TO BE REDUCED
 EVERYTHING ELSE

= \$ 29,284
 = \$ 32,010 ÷ 2 = (\$ 16,005)
 = \$ 42,953

TOTAL = \$ 58,958

Chuck Corica Golf Complex
 Inventory On Hand

Date 05/31/2012
 Time 16:33:49
 Page 1

For All Inventory Classes
 Current File
 10 Golf Shop

Item	Description	Size	Cost	On Hand	Total Cost	Retail	Total Retail
1700136001	Adidas Gloves		7.310	2	14.62	11.000	22.00
1700154001	AMA - Cart Mitts		8.000	11	66.00	13.990	153.89
1700226002	Callaway - Tour Authentic Glove		8.073	4	32.29	12.000	48.00
1700370001	FootJoy Weathersof Glove		6.239	301	1877.94	11.030	3320.03
1700370002	FootJoy Wintersof Mens Gloves		12.490	26	324.74	21.000	546.00
1700370004	FootJoy - Raingrip Gloves		12.281	25	307.03	22.000	550.00
1700370005	FootJoy - Spicer Gloves		7.960	0	0.00	13.000	0.00
1700370008	FootJoy - Stasof Glove		13.225	82	1084.45	20.000	1640.00
1700946002	Titelst Perma Soft Glove		8.816	143	1232.09	14.990	2143.57
1750370002	FootJoy - Stacooler Glove		8.154	37	301.70	11.030	408.11
1790370001	FootJoy Junior Glove		5.384	63	366.11	7.500	510.00
1800136008	Adidas Powerband Shoes 4.0		84.730	4	338.92	129.000	516.00
1800136016	Adidas - Adi Comfort Men's		26.060	0	0.00	74.990	0.00
1800136018	Adidas - Greenstar Men's Shoe		48.190	0	0.00	89.990	0.00
1800136020	Adidas - SO JR		97.500	0	0.00	107.250	0.00
1800136021	Adidas - Tour360 Men's Shoes		99.180	51	5068.18	180.000	8160.00
1800136022	Adidas - Men's Adicross		50.289	28	1408.09	89.990	2519.72
1800136024	Adidas - Men's Tech Resonse		30.000	0	0.00	60.000	0.00
1800172001	Ashworth - Men's Cardiff Shoe		68.969	20	1379.38	119.990	2399.80
1800370002	FootJoy Greenjoys		38.177	37	1412.55	50.000	1850.00
1800370009	FootJoy Mens Superlife Golf		50.575	27	1365.53	76.000	2052.00
1800370013	FootJoy - Streets		59.650	10	596.50	89.000	890.00
1800370016	FootJoy - Sport Men's Shoes		83.929	21	1762.51	120.000	2620.00
1800370018	FootJoy - Contour Spikeless		68.864	35	2410.24	89.000	3465.00
1800676001	Oakley - Holdover Shoes		53.670	12	644.04	79.000	948.00
1800676002	Oakley - Flagstick Shoes 48		390	14	677.46	70.000	980.00
1850136008	Adidas Driver Okapi Shoes		44.890	1	44.89	80.000	80.00
1850136011	Adidas - Slingback Shoes 2.0		30.620	0	0.00	70.000	0.00
1850136012	Adidas - Driver Val Z Women's		43.830	3	131.49	55.990	167.97
1850136013	Adidas - Women's Adicross		46.547	15	698.21	79.000	1185.00
1850136014	Adidas - Natalie Signature Shoes		56.720	4	226.88	99.000	396.00
1850370001	FootJoy Lo-Pro		39.930	13	519.09	89.000	897.00
1850370003	FootJoy - Womens Summer		36.406	11	400.47	75.000	825.00
1850370004	FootJoy - Women's Dryjoys		43.408	14	607.71	79.000	1106.00
1850370005	FootJoy - Women's LoPro		64.260	14	899.64	99.000	1386.00
1875136002	Adidas - Junior Shoes		34.570	8	276.56	49.990	399.92
1875136003	Adidas - Junior Adicross		31.880	6	191.28	55.000	330.00
1875370002	FootJoy - Junior Shoes		24.610	4	98.44	35.000	140.00
1900001001	Taylormade - RocketBallz Golf		4.710	0	0.00	6.760	0.00
1900226005	Top Flite D2 / Diva 15 Pack		13.080	14	183.12	16.500	231.00
1900226009	Callaway - HX Diablo Tour Ball		3.946	0	0.00	6.500	0.00
1900226010	Callaway - Solaris Golf Ball		4.059	114	462.73	6.750	655.50
1900226011	Topflite - XL 15 pack		2.323	26	60.40	10.020	260.52
1900226012	Callaway - HEX Chrome Golf		7.064	59	416.78	10.020	591.18
1900226013	Callaway - HEX Black Golf Ball		8.930	110	982.30	13.010	1431.10
1900262004	Srixon Z Star / Star X		7.883	36	283.79	11.030	397.08
1900305001	Chromax M1 Golf Ball		2.152	46	98.99	3.000	138.00
1900928001	Taylormade - Portia Golf Balls		7.860	115	903.90	11.950	1374.25
1900928003	Taylor Made - Burner Ball		3.750	0	0.00	5.520	0.00
1900928004	Noodle Golf Ball		2.164	21	45.23	4.000	84.00
1900946003	Pinnacle Logo Single Ball		0.710	139	98.69	1.380	181.82
1900946004	Pinnacle (15 Pack)		11.222	86	965.09	16.000	1376.00

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1900946005	Titteist Pro V1 / V1X		8.835	855	7553.93	12.510	10698.05
1900946012	Titteist NXT Tour		6.051	12	72.61	8.510	102.12
1900946018	Pinnacle 6 ball packs		4.896	29	141.88	8.000	261.00
1900946022	Titteist - DT Solo		3.946	11	43.41	5.240	67.64
1900946025	Titteist - Velocity		5.114	92	470.49	6.990	643.08
1950090001	Used Golf Balls (single)		0.000	-1	0.00	0.920	-0.92
1950090002	Used Golf Balls (12 pack)		0.000	0	0.00	5.520	0.00
2000226001	Callaway - Razor Fit Driver		293.420	1	293.42	399.000	399.00
2000226002	Callaway - Demo		114.000	5	570.00	0.000	0.00
2000262002	Cleveland - Black Driver		274.420	1	274.42	399.000	399.00
2000262003	Cleveland - Classic Driver		206.698	3	620.09	299.000	897.00
2000262004	Cleveland - Classic Tour Driver		260.330	1	260.33	379.000	379.00
2000262005	Cleveland - SO Joe		121.320	0	0.00	134.000	0.00
2000262006	Cleveland - Demo Driver		119.460	2	238.92	0.000	0.00
2000298001	Cobra - AMP Driver		218.650	1	218.65	319.000	319.00
2000298002	Cobra - AMP Offset Driver		181.850	1	181.85	269.000	269.00
2000298003	Cobra - ZL Encore Driver		296.850	1	296.85	399.000	399.00
2000788001	Seemore - Ballyputter Nickel		120.000	4	480.00	180.000	720.00
2000928016	TaylorMade - Superfast Driver		97.470	0	0.00	169.000	0.00
2000928017	TaylorMade - Demo 1358		140.418	6	842.51	0.000	0.00
2000928018	TaylorMade - R11S Driver		258.363	8	1550.18	399.000	2394.00
2000928019	TaylorMade - RBZ Driver		199.279	6	1195.67	299.000	1794.00
2000928020	TaylorMade - Demo Driver 3653		139.210	1	139.21	0.000	0.00
2000928021	TaylorMade - SO Demoday		622.630	0	0.00	834.000	0.00
2000946003	Titteist - 910D Driver		275.147	0	0.00	350.000	0.00
2000946004	Titteist - S/O JR		263.510	1	263.51	292.510	292.51
2000946005	Titteist - Demo		122.000	11	1342.00	0.000	0.00
2010226001	Callaway - Razor Fit FW Woods		184.960	3	554.88	249.000	747.00
2010262001	Cleveland - Fairway Woods		136.075	3	408.23	199.000	597.00
2010262002	Cleveland - Black FW Woods		158.940	1	158.94	229.000	229.00
2010586002	Mizuno - SO Sujiyama		230.970	0	0.00	330.000	0.00
2010928009	Taylor Made - R11 Fairway		104.380	0	0.00	149.000	0.00
2010928010	Taylor Made - Superfast Fairway		75.520	0	0.00	109.000	0.00
2010928011	TaylorMade - R11S FW Woods		172.580	8	1035.48	249.000	1494.00
2010928012	TaylorMade - Demo woods#		97.510	2	195.02	0.000	0.00
2010928013	TaylorMade - RBZ FW Demo		108.810	1	108.81	0.000	0.00
2010946005	Titteist - 910 Fairway Woods		157.640	3	472.92	249.000	747.00
2015226006	Callaway - Diablo Edge Hybrid		101.549	0	0.00	99.000	0.00
2015226007	Callaway - Razor Hybrid		118.170	2	236.34	169.000	338.00
2015262001	Cleveland - Mashie Hybrid		101.788	5	508.94	149.000	745.00
2015298004	Cobra - Rail Hybrid		79.820	3	239.46	99.000	297.00
2015298005	Cobra - Baff T-Rail Hybrid		117.450	2	234.90	169.000	338.00
2015928011	TaylorMade - R11 Rescue		76.190	0	0.00	109.000	0.00
2015928012	TaylorMade - Superfast Hybrid		62.440	0	0.00	89.000	0.00
2015928013	TaylorMade - RBZ FW Woods		160.465	7	1123.26	229.000	1603.00
2015928014	TaylorMade - RBZ Rescue		123.521	7	854.65	179.000	1253.00
2015946002	Titteist - 910 Hybrid		145.647	2	291.29	229.000	458.00
2020262001	Cleveland - CG Black 5-PW Irons		623.190	0	0.00	899.000	0.00
2020730001	Ping - SO Sullivan		118.840	1	118.84	132.000	132.00
2020730002	Ping - SO Mitchell		814.460	1	814.46	899.000	899.00
2020928001	TaylorMade - SO RBZ Irons		366.810	0	0.00	525.000	0.00
2020946001	Titteist - SO Irons		744.810	0	0.00	990.000	0.00

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2030226001	Callaway - Forged Wedge		87.840	11	966.24	129.000	1419.00
2030262002	Cleveland - 588 Forged Wedge		96.183	29	2789.31	139.000	4031.00
2030298001	Cobra - Trusty Rusty Wedge		89.730	3	269.19	129.000	387.00
2030730001	Ping - Eye2 XG Wedge		81.203	6	487.22	119.000	714.00
2030928001	TaylorMade - ATV Wedge		80.362	5	401.81	119.000	595.00
2030946001	Titleist Vckey Wedge		57.557	1	57.56	89.000	89.00
2030946003	Titleist - SM4 Vokey Wedge		80.425	15	1206.38	129.000	1935.00
2040226001	Odyssey - White Ice Sabertooth		116.805	2	233.61	180.000	360.00
2040226002	Odyssey - White Ice 2 Ball/Mini T		131.695	5	657.98	189.000	945.00
2040226003	Odyssey - Backstryke Putters		141.535	3	424.61	200.000	600.00
2040226004	Odyssey - White Ice Dart		144.490	4	577.96	209.000	836.00
2040226005	Odyssey - Metal X Putter		100.562	9	905.06	149.000	1341.00
2040226006	Odyssey - Metal X 2 Bali		134.790	2	269.58	194.000	388.00
2040262004	Cleveland Classic Putter		57.368	4	229.47	75.000	300.00
2040262005	Cleveland - Bellyputter		90.385	2	180.77	129.000	258.00
2040262006	Cleveland - Sub30 Putter		99.200	4	396.80	149.000	596.00
2040262007	Cleveland - Sub30 Type 50		127.070	2	254.14	179.000	358.00
2040262008	Cleveland - Sub 30 Long Type 50		142.310	1	142.31	209.000	209.00
2040640003	Never Compromise - X Ray		112.950	2	225.90	160.000	320.00
2040676008	Odyssey - White Hot XG 2.0		73.965	1	73.97	120.000	120.00
2040676010	Odyssey - White Ice Putters		58.684	5	293.42	109.000	545.00
2040730008	Ping - Scottsdale Anser		85.850	1	85.85	129.000	129.00
2040730009	Ping - Karsten Putter		67.850	0	0.00	99.000	0.00
2040730010	Ping - IN Putters		54.020	5	270.10	79.000	395.00
2040786001	Seemore - Belly Putter Mallet		105.000	2	210.00	165.000	330.00
2040928010	Taylor Made - Ghost Putter		109.597	4	438.39	155.000	620.00
2040928011	TaylorMade - Ghost Spider		118.440	2	236.88	175.000	350.00
2040928013	TaylorMade - Ghost Belly Putter		137.273	2	274.55	199.000	398.00
2040928014	TaylorMade - Ghost Mania Putter		124.800	1	124.80	179.000	179.00
2040928015	TaylorMade - Whitesmoke Putter		72.303	3	216.91	99.000	297.00
2040948001	Titleist - Scotty Cameron Putters		232.650	1	232.65	329.000	329.00
2040948002	Titleist - Cameron PUD		298.550	0	0.00	300.000	0.00
2050228003	Callaway - Starter Set		152.000	0	0.00	200.000	0.00
2060998001	TaylorMade - Demo # 0775		584.070	1	584.07	0.000	0.00
2100222001	OGIO		74.010	0	0.00	110.000	0.00
2100222002	Ogio - Cart Bag		66.690	0	0.00	159.000	0.00
2100222003	Ogio - Wire Stand Bag		66.690	2	133.38	129.000	258.00
2100226005	Callaway - Hyperlite/Cart Bag		93.000	1	93.00	140.000	140.00
2100226006	Callaway - Warbird Golf Bag		62.222	2	124.44	135.000	270.00
2100226007	Callaway - 14 Cart Bag		120.000	0	0.00	180.000	0.00
2100226008	Callaway - Hyperlite 2.5 Bag		52.000	6	312.00	78.000	456.00
2100226009	Callaway - Hyperlite 4.5 Golf Bag		105.000	2	210.00	163.000	338.00
2100226010	Callaway - Hyperlite 3.5 Golfbag		92.000	3	276.00	149.000	447.00
2100262001	Cleveland - Stand Bag		105.675	3	317.03	159.000	477.00
2100262002	Cleveland - Ultralite Bag		61.577	3	184.73	129.000	387.00
2100875001	Oakley - Carrybag		87.270	1	87.27	129.000	129.00
2100730005	Ping - Hooper C1 Golf Bag		100.448	2	200.90	149.000	298.00
2100730006	Ping - 4 Series Golf Bag		96.945	3	290.84	139.000	417.00
2100730007	Ping - Hooper Golf Bag		120.945	4	483.78	179.000	716.00
2100730008	Ping - SO Aris		80.950	0	0.00	90.000	0.00
2100928004	Taylor Made - Pure Lite 2.0 Bag		99.735	1	99.74	169.000	159.00
2100928006	TaylorMade - Sunday Bag		46.796	0	0.00	69.000	0.00

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2100928007	Taylormade - Microllie 2.0 Bag		87.750	1	87.75	159.000	159.00
2100928008	Taylormade - R11 Golf Bag		98.020	1	98.02	169.000	169.00
2100928009	Taylormade - RBZ Stand Bag		108.820	1	108.82	159.000	159.00
2100928010	Taylormade - RBZ Cart Bag		114.860	0	0.00	168.000	0.00
2100946002	Titleist Back Pack		44.100	0	0.00	75.000	0.00
2100946004	Titleist BX/SX 8 Series Bag		104.914	4	419.56	159.000	636.00
2100946009	Titleist SX/BX1 carry bag		87.220	2	174.44	129.000	258.00
2100946015	Titleist -Sunday Bag		35.770	0	0.00	50.000	0.00
2100946017	Titleist Cart Bag		121.275	5	606.38	189.000	945.00
2100946018	Titleist - TB1SX14 Golf Bag		121.320	3	363.96	180.000	540.00
2150270001	Clc Cart 3.0		137.000	4	548.00	189.000	796.00
2150270002	Clcgear - SO Forde		6.000	0	0.00	9.000	0.00
2150892001	Sun Mountain - Micro Cart		116.659	0	0.00	189.000	0.00
2200154002	Brush Tees Multi Pack /Oversize		5.120	4	20.48	9.000	36.00
2200154003	Zero Friction Tees		3.803	94	363.12	5.000	470.00
2200154004	Spring Tee		4.228	10	42.28	6.500	65.00
2200154005	4 More yards tees		3.011	6	18.07	6.000	36.00
2200154006	Singer Pro Tees		1.275	17	21.68	2.000	34.00
2200154007	Epoch - S3 Tees		3.251	1	3.25	7.500	7.50
2200154009	Smart Tees		2.600	4	10.40	4.750	19.00
2200154010	Martini Tees		2.880	0	0.00	4.500	0.00
2200424004	Brush Tees Xtreme Length		4.393	11	48.32	7.000	77.00
2200424005	Tees 2 3/4 Bag		0.371	1308	485.27	0.690	902.52
2200424009	Down the Middle Tees		2.116	93	196.70	3.500	325.50
2205001001	Fix Master Divot Tool		4.950	0	0.00	7.500	0.00
2205154001	AMA - Turtle Tool		3.617	3	10.85	5.500	16.50
2205154002	AMA - Divot Tool 3 pack		2.250	4	9.00	4.000	16.00
2210154003	AMA Hat Clip		4.559	39	177.80	6.000	234.00
2210154007	NFL - Divot Tool/Cap Clip		6.607	3	19.82	10.000	30.00
2210154008	AMA - Assorted Ball Markers		0.750	5	3.75	1.500	7.50
2210154009	Pro Pull 360		5.880	1	5.88	9.950	9.95
2210154010	Check go Ball liner		6.150	4	24.60	11.000	44.00
2215226001	Callaway - Umbrella		20.750	11	228.25	35.000	385.00
2215802001	Sun Mountain Umbrella		21.963	5	109.82	35.000	175.00
2215928002	Taylor Made - Dbl Canopy		33.563	1	33.56	47.000	47.00
2215946002	Titleist - Umbrella		21.560	13	280.28	40.000	520.00
2215946003	Titleist - SO Jiang Umbrella		34.300	0	0.00	64.000	0.00
2220675005	Oakley - Replacement Lens		25.390	1	25.39	50.000	50.00
2220675010	Oakley - \$120.00		82.700	2	125.40	120.000	240.00
2220675011	Oakley - \$100.00		50.918	4	203.67	100.000	400.00
2220675014	Oakley - \$110.00		55.380	1	55.38	110.000	110.00
2220675016	Oakley - \$140.00		70.616	3	211.85	140.000	420.00
2220675017	Oakley - \$145.00		72.500	1	72.50	145.000	145.00
2220675021	Oakley - \$160.00		81.752	2	163.50	160.000	320.00
2220675022	Oakley - \$195.00		100.000	2	200.00	195.000	390.00
2220675025	Oakley - \$80.00		40.380	0	0.00	80.000	0.00
2220675026	Oakley - \$130.00		66.977	1	66.98	130.000	130.00
2220675027	Oakley - \$150.00		78.469	-1	-78.47	150.000	-150.00
2220675028	Oakley - \$180.00		92.250	2	184.50	180.000	360.00
2220675029	Oakley - \$200.00		95.551	0	0.00	200.000	0.00
2220675030	Oakley - \$220.00		112.076	1	112.08	220.000	220.00
2220675031	Oakley - \$280.00		140.380	0	0.00	280.000	0.00

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2220675032	Oakley - \$170.00		85.380	0	0.00	170.000	0.00
2220675033	Oakley - \$90.00		45.380	1	45.38	90.000	90.00
2220675034	Oakley - \$180.00		93.785	3	281.36	180.000	570.00
2220800001	Tifosi - Sunglasses		21.134	14	295.88	39.950	559.30
2225998002	Leupold - GX- 1 Range Finder		249.570	0	0.00	299.000	0.00
2225998003	Leupold - GX 2 Range Finder		233.320	1	233.32	299.000	299.00
2230154001	Sunblock		3.423	21	71.88	5.000	105.00
2230424001	Lip Balm		1.177	21	24.72	2.250	47.25
2245154001	Castlebay Iron Covers		13.225	1	13.23	22.990	22.99
2245154002	AMA - Ironcovers		7.500	1	7.50	14.990	14.99
2245154003	AMA - Puttercover		2.430	1	2.43	6.000	6.00
2245928001	Taylormade -SO Frank		32.830	0	0.00	41.370	0.00
2250090001	Devant - Golf Towels		7.960	52	413.92	14.990	779.48
2250154004	MLB/NFL- Tri Fold Towels		9.420	0	0.00	18.000	0.00
2250226001	Callaway - Golf Towels		14.220	12	170.64	20.000	240.00
2250226002	Callaway - Rainhood Towel		17.750	9	159.75	30.000	270.00
2250928002	Taylor Made - R11 Cart Towel		12.037	3	36.11	20.000	60.00
2250946001	Titleist DriHood Towel		19.600	1	19.60	35.000	35.00
2250946002	Titleist PlayersTowel		11.760	0	0.00	20.000	0.00
2255136001	Acidas - Golf Spikes		8.270	0	0.00	13.000	0.00
2255154001	Lead Tape		1.553	12	18.64	2.500	30.00
2255154002	Shoe Laces		1.321	27	35.67	2.000	54.00
2255154003	Swing Ring		2.320	0	0.00	4.000	0.00
2255154005	Golf Spikes		8.971	48	334.61	11.030	529.44
2255154010	Abacus		3.733	0	0.00	4.750	0.00
2255154015	Gaiters		10.950	0	0.00	18.000	0.00
2255154017	Alignment Stick		3.995	7	27.97	7.000	49.00
2255154018	Pult Cup Reducar		9.950	2	19.90	16.500	33.00
2255154020	Bail pick up		1.228	3	3.68	2.000	6.00
2255154023	AMA - 18 Hole Sccekeeper		3.063	6	18.38	5.000	30.00
2255154024	Golf Tube		1.280	5	6.40	2.000	10.00
2255154025	Putterholder		1.390	0	0.00	3.000	0.00
2255154026	Bee Line Pult Trainer		8.370	0	0.00	14.000	0.00
2255154027	AMA - Accessory Pouch		3.000	6	18.00	5.000	30.00
2255154028	Champ - Spike Brush		3.614	1	3.61	7.000	7.00
2255154029	Ballzee Pocket Cleaner		4.110	6	24.66	8.000	48.00
2255154030	Ballorite Ball & Club Cleaner		11.170	4	44.68	19.000	76.00
2255154031	Short Flyte Balls		3.720	0	0.00	6.000	0.00
2255424001	Putterfinger		1.070	1	1.07	1.500	1.50
2255424005	Wiffle Balls		1.500	0	0.00	3.000	0.00
2255424010	Groove Tube Brush		3.503	5	17.52	6.000	30.00
2255424011	Gauze Tapø		1.203	15	18.05	2.000	30.00
2255424012	Hand Heaters		0.659	60	51.54	2.000	120.00
2255424013	Line M Up Pro		3.850	6	23.10	7.500	45.00
2255424015	Spike Wrench		2.313	9	20.82	6.000	54.00
2255424017	Sharpie Markers		1.049	42	44.06	2.000	84.00
2255558001	Nike - Solar /Thermal		12.358	6	74.15	24.990	149.94
2255776001	Wire Club Brush		1.974	33	65.14	3.500	115.50
2255892001	Sun Mountain Speed Car. Seat		15.000	1	15.00	22.000	22.00
2255892003	Sunmountain - Tire		20.400	1	20.40	28.000	28.00
2255946001	Titleist - Cart Mills		20.400	0	0.00	40.000	0.00
2255998001	Painkillers		2.251	97	218.35	3.990	387.03

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2255998002	Bandaid/Turns		1.868	44	73.39	2.990	131.56
23C0102001	Cutter & Buck - Men's Shirts		19.878	0	0.00	39.990	0.00
23C0102002	Cutter & Buck Men's Mock/LS		20.320	15	304.80	49.990	749.85
23C0136001	Adidas - Men's Polo		20.903	39	815.22	59.000	2301.00
23C0172001	Ashworth - Men's Shirts		23.596	61	1445.46	44.990	2744.39
23C0265001	Carnoustie - Men's Shirt		33.810	14	473.34	59.990	839.86
23C0370001	Footjoy - Men's Shirts		32.591	30	977.73	59.000	1770.00
23C0370002	Footjoy - Base Layer Shirt		29.003	5	145.02	49.000	245.00
23C0586001	Mizuno - Men's Shirts/Mock		40.635	5	202.68	69.990	349.95
23C0622002	Monterey Club - Men's Shirt		17.808	0	0.00	39.990	0.00
23C0658001	Nike - Men's Mckk		22.390	4	89.56	46.990	187.96
23C0658002	Nike - Men's Shirt		29.660	0	0.00	58.000	0.00
23C0658003	Nike - UV Polo		35.530	3	106.59	69.990	209.97
23C06172001	Ashworth - Men's		28.991	24	695.78	69.990	1679.76
23C0622001	Monterey Club - Men's Pullover		23.480	6	140.88	49.990	299.94
2310450001	Greg Norman - Men's		51.740	2	103.48	99.000	198.00
2315102001	Cutter & Buck - Men's Vest		19.660	0	0.00	39.990	0.00
2315172001	Ashworth - Men's Vest		23.664	4	94.66	47.990	191.96
2315450001	Greg Norman - Men's Vest		46.334	3	139.00	89.000	267.00
2315622001	Monterey Club - Men's Vest		15.310	3	45.93	33.990	101.97
2320102001	Cutter & Buck - Men's Shorts		29.452	5	97.26	37.000	185.00
2320136001	Adidas - Men's Shorts		21.170	0	0.00	59.000	0.00
2320172001	Ashworth - Men's Shorts		21.170	0	0.00	49.990	0.00
2320622001	Monterey Club - Men's Shorts		16.430	19	312.17	48.000	912.00
2320658001	Nike - Men's Shorts		31.300	0	0.00	46.990	0.00
2325172001	Ashworth/Adidas - Men's Pants		35.595	18	640.71	74.990	1349.82
2325658001	Nike - Men's Pants		38.386	1	38.39	79.990	79.99
2330102002	Cutter & Buck Men's Outerwear		23.656	2	47.31	44.990	89.98
2330136001	Adidas - Men's Pullover		29.474	5	147.37	79.990	399.95
2330136002	Adidas - Men's L/S Windshirt		30.719	9	276.47	65.000	585.00
2330136003	Adidas - Men's Retro Pullover		28.010	0	0.00	59.990	0.00
2330136004	Adidas - Men's S/S Windshirt		28.210	6	169.26	59.000	354.00
2330172001	Ashworth - Mens Pullover		30.076	0	0.00	79.990	0.00
233C370001	Footjoy - S/S Windshirt		29.850	1	29.85	59.000	59.00
2330370003	Footjoy - Men's Light Jacket		84.064	3	252.19	150.000	450.00
2330370004	Footjoy - Men's Sportwindshirt		39.027	1	39.03	76.000	76.00
2330370005	Footjoy - Men's Perf Pullover		42.240	0	0.00	65.000	0.00
2330450002	Greg Norman - Men's Pullover		31.120	4	124.48	63.990	255.96
2330586001	Mizuno - 1/4 Zip Pullover		52.510	0	0.00	89.990	0.00
2330622001	Monterey Club - Windshirt/Jacket		15.472	9	139.25	75.000	675.00
2330658001	Nike - Men's Pullover		28.510	0	0.00	57.990	0.00
2330658002	Nike - Men's Jacket		42.015	3	126.05	79.990	239.97
2330658003	Nike - S/S Windshirt		31.997	2	63.99	59.990	119.98
2330860001	Sunica - Waterproof		72.137	4	288.55	169.000	676.00
2330860007	Sunica Mens Silverton Shell		29.990	0	0.00	55.990	0.00
2330860008	Sunica - Shellbrook RA		95.000	2	190.00	0.000	0.00
2335370902	Footjoy - Men's Rainpants		57.190	0	0.00	118.000	0.00
2335370903	Footjoy - Tour Rainshirt		92.850	0	0.00	179.000	0.00
2335450001	Greg Norman - Rain Chino Pants		50.710	5	253.55	97.990	489.95
2335450002	Greg Norman - Waterproof		66.870	3	200.61	169.990	509.97
2335450003	Greg Norman - Waterproof 1/2		74.370	4	297.48	144.990	579.96
2335658001	Nike - Rainsuit		58.870	0	0.00	149.000	0.00

Chuck Corica Golf Complex
Inventory On Hand

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For All Inventory Classes
Current File
10 Golf Shop

Item	Description	Size	Cost	On Hand	Total Cost	Retail	Total Retail
233586001	Sunice - Waterproof Pants		56.400	0	0.00	89.000	0.00
2335892005	Sun Mountain Provisional Suit		47.163	1	47.16	80.000	80.00
2340136001	Adidas - Perf Socks		7.270	39	283.53	11.990	487.61
2340136002	Adidas - Climacool Socks		5.070	22	111.54	7.990	175.78
2340370001	Footjoy Cotton Sof		3.060	51	156.06	5.000	255.00
2340370002	Footjoy Socks 3 pack		6.542	48	300.93	9.000	414.00
2340370003	Footjoy - Pro Dry Socks		5.514	48	264.67	8.000	384.00
2340370004	Footjoy - Techsoft Socks		8.520	28	189.52	9.500	247.00
2345600001	Canterbury - Belts \$75.00		37.500	6	225.00	75.000	450.00
2345600002	Canterbury - Men's Belt \$ 50.00		24.700	6	148.20	50.000	300.00
2345600003	Canterbury - Men's Belt \$45.00		22.350	14	312.90	45.000	630.00
2345600004	Canterbury - Men's Belt \$55.00		27.433	10	274.33	55.000	550.00
2345600005	Canterbury - Men's Belt \$28.00		14.000	1	14.00	28.000	28.00
2345600006	Canterbury - \$70.00		24.500	1	24.50	70.000	70.00
2400102007	CB- Women's Polo		24.243	10	242.43	40.000	400.00
2400136026	Adidas - Women's Polo		28.097	23	648.23	49.990	1149.77
2400622001	Monterey Club - Women's Shirt		19.220	39	578.60	68.000	1980.00
2400658001	Nike - Women's Polo		25.745	2	51.49	44.990	89.98
2400659002	Nike - Women's Mock		21.979	11	241.77	39.990	439.89
2415136001	Adidas - Women's Windproof		24.673	3	74.02	49.990	149.97
2415622001	Monterey Club - Women's Vest		15.400	0	0.00	32.990	0.00
2420102002	CB - Women's Shorts		34.070	1	34.07	68.000	68.00
2425822001	Monterey Club - Women's Bottom		22.643	8	181.14	72.000	576.00
2430136001	Adidas - Women's Jacket		30.312	2	60.62	64.990	129.98
2430136003	Adidas - Womens' Pullover		30.807	2	61.61	61.990	123.98
2430172001	Ashworth - Women's Pullover		33.100	2	66.20	65.990	133.98
2430370001	Footjoy - Women's Full Zip		42.500	7	297.50	85.000	595.00
2430822002	Monterey - Women's S/S Pullover		36.390	0	0.00	40.500	0.00
2430658001	Nike - Women's Pullover		33.160	5	165.80	83.990	334.95
2430860005	Sunice Womens Alva Soft Shell		24.990	1	24.99	54.950	54.95
2435860001	Sunice - Meringa Waterproof		34.980	1	34.98	89.990	89.99
2500658001	Nike - Youth Polo		17.883	11	198.71	34.990	384.89
2500658002	Nike - Youth Pullover		23.820	2	47.24	47.990	95.98
2600101001	Imperial - Caps		7.520	5	37.60	15.000	75.00
2600136005	Adidas - Headwear		12.708	106	1348.84	21.990	2330.94
2600154001	Flairhair		10.120	5	50.60	16.000	80.00
2600226001	Callaway Caps		12.575	65	817.38	20.000	1300.00
2600262001	Cleveland Cap/Visors		11.527	24	276.65	19.000	456.00
2600370002	Footjoy - Rainhat		17.210	3	51.63	29.000	87.00
2600558001	Nike - Caps		10.480	2	20.92	20.000	40.00
2600675001	Oakley - Caps		12.684	35	443.24	22.000	770.00
2600730001	Ping Caps		9.044	21	189.92	20.000	420.00
2600846007	Tilteist Caps		13.908	289	3799.31	22.070	6378.23
2600846008	Tilteist - Winter Fleece Cap		9.200	2	18.40	17.000	34.00
2600999001	Legendary - CCGC Caps		9.020	121	1091.42	18.000	2178.00
2610622001	Monterey Club - Women's Visors		4.930	3	14.79	20.000	60.00
2610730001	Ping - Visors		10.300	1	10.30	18.000	18.00
2610946001	Tilteist Visor		10.896	14	152.54	15.000	210.00
2610999001	Evertan - Women's Visors		17.870	2	35.74	25.000	50.00
2630946001	Tilteist - Earband		6.260	0	0.00	13.000	0.00
Report Totals				6765	104247.52		163562.40