

THIRD AMENDMENT TO GREENWAY LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“**Third Amendment**”) dated for reference purposes only as of _____, 2021 (“**Amendment Date**”) is entered into by and between the CITY OF ALAMEDA, a charter city and municipal corporation (“**Landlord**”) and GREENWAY GOLF ASSOCIATES, INC., a California corporation (“**Tenant**”), with reference to the following:

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated August 1, 2012 (the “**Original Lease**”), whereby Tenant leased from Landlord the Chuck Corica Golf Complex, consisting of approximately 325 acres, including the 18-Hole North Course, the 18-Hole South Course, the 9-Hole Mif Albright par-three course, the driving and practice range and related facilities located in the City of Alameda, CA (collectively, the “**Original Premises**”) together with certain Personal Property, all as further described and depicted in the Original Lease.

B. Landlord and Tenant entered into that certain First Amendment to the Lease (“**First Amendment**”) dated as of March 28, 2018.

C. Landlord and Tenant entered into that certain Second Amendment to the Lease (“**Second Amendment**”) dated as of _____, 2021 (the Original Lease as amended by the First Amendment and Second Amendment is referred to herein as the “**Agreement**”).

D. Landlord entered into a Concession Agreement with Dialemi, Inc. (“**Dialemi**”) dated March 2016, under which, *inter alia*, Landlord granted Dialemi the exclusive right to provide food and beverage service within the Golf Complex, including at the “**Jim’s on the Course**” restaurant.

E. Landlord and Dialemi entered into a First Amendment to Concession Agreement, dated December 2017, under which Dialemi agreed to construct a 4,000-square-foot event center and banquet facility (“**Event Center**”) within the Golf Complex by June 30, 2018, a date which, by a Second Amendment to Concession Agreement dated April 19, 2019, Landlord extended to December 31, 2019 (the Concession Agreement, as amended by the First and Second Amendments is hereinafter referred to as the “**Dialemi Concession Agreement**”).

F. A dispute has arisen among Landlord, Tenant, and Dialemi over construction of the Event Center (the “**Event Center Dispute**”).

G. Landlord, Tenant, and Dialemi have agreed to resolve the Event Center Dispute on the terms and conditions set forth in that certain Settlement and Release Agreement among the parties dated April 19, 2021 (“**Settlement Agreement**”). The Settlement Agreement contemplates, and its effectiveness is conditioned upon, Landlord and Tenant entering into this Third Amendment to the Lease, and Landlord and Dialemi

concurrently entering into a third amendment to the Dialemi Concession Agreement (“**Concession Agreement Third Amendment**”) in the forms specified in the Settlement Agreement.

H. Consistent with the Settlement Agreement Landlord and Tenant now desire to amend the Agreement to, among other things, provide Tenant with the exclusive right to provide food and beverage services within the Golf Complex other than within the approximately 4,500 sq. ft. building which houses the Jim's on the Course restaurant and bar (the "Jim's on the Course Restaurant Building") and, during Jim's on the Course's regular business hours and when Jim's on the Course is open for business to the public, the Jim's Patio Area (as defined below).

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

AGREEMENTS

1. Recitals and Exhibits; Capitalized Terms. The Recitals set forth above and the Exhibits attached hereto are incorporated herein as though set forth in full herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Effective Date; Contingency. The effective date of this Third Amendment (“**Third Amendment Effective Date**”) shall be the date that is 30 days after the effectiveness of City Ordinance No. _____ approving this Third Amendment. This Third Amendment is also contingent upon City's approval of the Concession Agreement Third Amendment. If Final Approval (as defined in the Settlement Agreement) of the Concession Agreement Third Amendment has not occurred on or before the date that is 120 days following the Third Amendment Effective Date or such later date as Landlord and Tenant may mutually agree each in its sole discretion, then this Third Amendment shall automatically terminate.

3. Amendment to Summary of Information. Paragraphs 2 (Leased Premises), 4 (Use) and 6.4 (Rent Years 11-20); and 6.5 (Rent Years 21-40) of the Summary of Information as set forth on pages i through v of the Original Lease are hereby deleted and replaced with the following:

"2. Leased Premises	That parcel of land commonly known as the Chuck Corica Golf Complex in the City of Alameda, State of California (“ Complex ”), consisting of approximately 330 acres, 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, including all golf	Section 1
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	<p>courses, driving ranges, patio areas, practice chipping greens, grass tee areas, clubhouse, parking lot areas, walkways, and associated facilities, 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 only the Jim’s on the Course Restaurant Building, the Jim’s Patio Area and the City Areas Excluded (Jim’s on the Course Restaurant Building, Jim’s Patio Area, and City Areas Excluded are, collectively, the “Excluded Areas”), as described with more specificity on the attached Exhibit A to Third Amendment “Exhibit A to Third Amendment”.</p>	
4. Use	<p>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), including exclusive food and beverage at the Complex, other than within the Jim’s on the Course Restaurant Building and, during Jim’s on the Course’s regular business hours and when Jim’s on the Course is open for business to the public, the Jim’s Patio Area.</p>	Section 3”
6.4 Years 11-20:	<p>The greater of (a) Minimum Rent of \$300,000 per Lease Year in equal monthly payments or (b) Percentage Rent from the gross receipts received from the following rent categories (categories (a) + (b) + (c) = Gross Revenues as otherwise defined in the Lease) commencing in Lease Year 11, to be paid monthly through Lease Year 20 as follows:</p> <p>(a) 8% of golf related gross receipts, including green fees, cart rentals, range balls, retail merchandise, and ancillary items (includes clothing, apparel, shoes, balls, accessories and golf equipment),</p>	

	<p>tournament, membership fees and revenue from any sublease up to \$4,000,000 (adjusted annually by CPI) and 12% of amount above \$4,000,000.</p> <p>(b) 3% of gross receipts from par 3 fees and club fittings and repair.</p> <p>(c) 7.5% of gross receipts from the sale of food and beverage.</p>	
<p>6.5 Years 21-40:</p>	<p>The greater of (a) Minimum Rent of \$350,000 per Lease Year, subject to adjustment each Lease Year based upon the Consumer Price Index — All Items for the San Francisco-Oakland-San Jose Area, All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor (Base Year 2015=100), or such successor index as may be established to provide a measure of the current purchasing power of the dollar in the San Francisco Bay area, paid in equal monthly payments or (b) Percentage Rent from the gross receipts received from the rent categories (categories (a), + (b) + (c) = Gross Revenues) commencing in Lease Year 21, to be paid monthly through Lease Year 40 as follows:</p> <p>(a) 10% of golf related gross receipts (to include green fees, cart rentals, range balls, retail merchandise, and ancillary items (includes clothing apparel, shoes, balls, accessories and golf equipment) tournament and membership fees and revenue from any sublease up to \$4,000,000 (adjusted annually by CPI) and 12% of amounts above \$4,000,000.</p> <p>(b) 3% of gross receipts from par 3 fees and club fittings and repair.</p> <p>(c) 7.5% of gross receipts from the sale of food and beverage.</p>	

4. Amendment of Section 1. Section 1 of the Original Lease, entitled “Leased Premises”, is deleted in its entirety and replaced with the following:

“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 the Agreement the “**Premises**” described in the Summary of Information and depicted and designated on the attached **Exhibit A to Third Amendment.**”

5. Amendment of Section 3.1.

Section 3.1 of the Original Lease, entitled “Use”, is deleted in its entirety and replaced with the following:

“3.1 Use. Tenant shall use the Premises for the operation of a premier 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. Commencing on the Third Amendment Effective Date and continuing thereafter throughout the term of the Agreement, Tenant shall have the exclusive rights to sell and serve food and beverages, including alcoholic beverages (hereinafter, “**Food and Beverage Service**”), at all portions of the Complex other than within the City Areas Excluded, the Jim’s on the Course Restaurant Building, and, during Jim’s on the Course’s regular business hours and when Jim’s on the Course is open for business to public, the Jim’s Patio Area, in accordance with and subject to the following terms and conditions:

(a) Special Events. Tenant may at any time provide or cause to be provided Food and Beverage Service in connection with golf tournaments (including both tournament participants and their non-golfing guests), corporate retreats, and other special events, such as weddings, private parties, and other social gatherings (hereinafter, “**Special Events**”), provided that the Special Events comply with City Ordinances and City Park Rules and Regulations, including limitations on outdoor amplified sound.

(b) Snack Carts. Tenant may operate beverage and snack cart services anywhere on the Premises, including but not limited to all of the Complex’s golf courses, driving ranges, practice chipping greens, and grass tee areas.

(c) Snack Shacks. Subject to the terms of this Agreement, and City’s regular procedures for review and approval of such facilities, Tenant may construct and operate, or contract with third parties to construct and operate, snack shacks, including by reopening previously existing snack shacks, anywhere within the Premises, including but not limited to all of the Complex’s golf courses, driving ranges, practice chipping greens, and grass tee areas. Notwithstanding the foregoing, however, Tenant shall not open, operate nor contract with third parties to

construct or operate, any new snack shacks that are within Jim's Sight Lines (as defined in the Settlement Agreement).

(d) Take-Out. Subject to the terms of this Agreement, and City's regular procedures for review and approval of such facilities, Tenant may construct and operate, or contract with third parties to construct and operate, one or more take-out Food and Beverage Service facilities anywhere within the Premises other than within the Jim's Sight Lines (as defined in the Settlement Agreement). For purposes of this Agreement, "take-out" means a counter service restaurant or food service facility.

(e) Patio Areas. Subject to the terms of the Settlement Agreement, Tenant may provide Food and Beverage Service in connection with Special Events within the Jim's Patio Area outside of Jim's on the Course's regular business hours or when Jim's on the Course is closed. Tenant, at all times, shall have the exclusive right to use, including for purposes of providing Food and Beverage Service, the Greenway Patio Area.

(f) New Golf Complex Restaurants. Subject to the terms of this Agreement, and City's regular procedures for review and approval of such facilities, from and after the third anniversary of the Third Amendment Effective Date, Tenant shall have the right to develop and/or operate, or contract with third parties to develop and/or operate, anywhere within the Premises, other than within the Jim's Sight Lines (as defined in the Settlement Agreement), one or more restaurants or other Food and Beverage Service facilities providing either dine-in, sit-down table service or a combination of dine-in, sit-down and/or take-out Food and Beverage Service.

Pursuant to the terms of the Dialemi Concession Agreement, as further amended by the third amendment thereto, City has provided Dialemi Inc. a concession to operate the Jim's on the Course restaurant. City shall include in its contractual agreements with Dialemi reasonable limitations and commitments to avoid conflicts with Tenant's operation of the Complex under this Agreement. Tenant shall provide Dialemi and its Jim's on the Course customers with equivalent access to and parking for the Jim's on the Course restaurant as Tenant and Tenant's customers are provided to the clubhouse for the Complex which is located next to the Jim's on the Course restaurant. Tenant shall avoid material conflicts with Dialemi's operation of the Jim's on the Course restaurant under the Dialemi Concession Agreement as further amended by the third amendment thereto. In the event the Dialemi Concession Agreement terminates or expires and provided the existing term of such agreement is not extended, City shall give Tenant the first right of refusal to take over operation of the Jim's on the Course Restaurant Building and Jim's Patio Area 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 business 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."

6. Addition of New Subsections 3.7 and 3.8. The following new Subsections 3.7, 3.8 and 3.9 are hereby added to the Agreement to read as follows:

“3.7 Event Center. Subject to the terms of this Agreement, and City’s regular procedures for review and approval of event center facilities, Tenant shall have the exclusive right at its sole option, at any time from and after the Third Amendment Effective Date, to develop and/or operate, or contract with a third parties to develop and/or operate, anywhere within the Premises (except within Jim’s Sight Lines, as defined in the Settlement Agreement), an event center, subject to the terms and conditions of the Agreement, as amended by this Third Amendment.

3.8 Screening and Gate. Subject to the terms of this Agreement, and City’s regular procedures for review and approval of gates and fences, Tenant, at its sole option, shall have the right, at any time from and after the Third Amendment Effective Date, to install on the Greenway Premises a new gate (“**Gate**”) across the paved access way providing vehicular and pedestrian access to the rear of the Jim’s on the Course restaurant building, together with fencing, landscaping and/or similar means of screening from view the back-of-the-house and side building areas of Jim’s on the Course, in the approximate locations depicted as the “**Greenway Screening Option**” on sheet two of the attached Exhibit A to Third Amendment. Greenway shall have the right to include a Gate locking and/or automatic opening/closing mechanism to better control access to the rear access way and in such event, Greenway shall ensure that Dialemi has keys and Gate codes, as applicable, at all times so that Dialemi and its employees, contractors, garbage service providers and delivery people can gain access to and from the rear of the restaurant building and the Jim’s Patio Area.

3.9 Marketing Coordination with Jim’s on the Course. The parties acknowledge that the ability to offer golfers and non-golfer tournament and special event participants a wide-range of food and beverage options will substantially impact the long-term success of Tenant’s golf operations at Corica Park. To facilitate that goal, for so long as Jim’s on the Course is operating at Corica Park, Tenant agrees to include on its website (coricapark.com) a link to an appropriate Jim’s on the Course website page referencing Jim’s on the Course’s menu, food and beverage offerings and/or special event catering options so that members of the public and golf tournament and special event planners can gain a more thorough understanding of all food and beverage options available at Corica Park including the offerings available at Jim’s on the Course.”

7. Replacement of Agreement Exhibit A. Exhibit A to the Original Lease is hereby deleted and replaced with the attached **Exhibit A to Third Amendment**.

8. Ratification of Agreement. The Agreement, as amended by this Third Amendment, is hereby ratified, confirmed and approved in all respects. In the event of any inconsistency between the provisions of this Third Amendment and the provisions of the Agreement, the provisions of this Third Amendment shall govern.

9. No Effect on Rights or Obligations of Tenant or Dialemi under Settlement Agreement. Nothing herein shall be deemed to modify the ongoing rights or

obligations of Tenant to Dialemi or Dialemi to Tenant as set forth in the Settlement Agreement.

10. No Effect on Nevarez Litigation. City and Greenway acknowledge and agree that this Third Amendment shall have no effect on the rights or obligations, if any, that Greenway and/or City may have to each other or to Abdul and Priscilla Nevarez with respect to the ADA claims alleged by Abdul and Priscilla Nevarez in United States District Court Case No. 20-cv-8302 TSH.

11. Entire Agreement. This Third Amendment together with the Settlement Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof.

12. Brokers. Neither party as dealt with any broker in connection with this Third Amendment. Each party agrees to defend, indemnify and hold the other party harmless from any claims of any brokers claiming to have represented it in connection with this Third Amendment.

13. Counterparts; Electronic Signatures. This Third Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. The Third Amendment may be transmitted in "pdf" format and each party has the right to rely upon a pdf counterpart of this Third Amendment signed by the other party to the same extent as if such party has received an original counterpart.

[Signatures on next page]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this
Second Amendment as of the Effective Date set forth above.

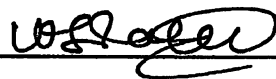
LANDLORD:

CITY OF ALAMEDA,
a charter city and municipal corporation

By: _____
Eric Levitt
City Manager

TENANT:

GREENWAY GOLF ASSOCIATES, INC., a
California corporation

By:  _____

Name: Umesh Patel

Its: President & CFO

Approved as to Form

By:  _____
Elizabeth Mackenzie
Chief Assistant City Attorney

EXHIBIT A THIRD AMENDMENT

Leased Premises





EXHIBIT A

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS & PLANNERS
 1000 UNIVERSITY AVENUE, SUITE 200
 OAKLAND, CALIFORNIA 94612
 PHONE: (415) 221-7800 FAX: (415) 221-7806

GREENWAY LEASE EXHIBIT
 CITY OF ALAMEDA, CALIFORNIA

LEGEND
 — GOLF COURSE LIMITS
 — EXCLUDED AREA

DATE: MARCH 4, 2021 JOB NO. 121033 SHEET 1 OF 1

PATIO AND PERMITTED SCREENING AREA DIAGRAM





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 925-956-7700 CF&P Insurance Brokers 101 Ygnacio Valley Rd, Ste 200 Walnut Creek, CA 94596 Michael H. Crist		CONTACT NAME: Elizabeth Ferguson PHONE (A/C, No, Ext): 925-956-7700 FAX (A/C, No): 925-956-7777 E-MAIL ADDRESS: elizabeth@cfpinsurance.com																						
INSURED Greenway Golf Associates, Inc. Todd Lee 1 Clubhouse Memorial Rd. Alameda, CA 94502		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Great American Assurance Co.</td> <td>26344</td> </tr> <tr> <td>INSURER B :</td> <td>Great American Alliance Ins.Co</td> <td>26832</td> </tr> <tr> <td>INSURER C :</td> <td>Technology Insurance Company</td> <td>42376</td> </tr> <tr> <td>INSURER D :</td> <td>Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Great American Assurance Co.	26344	INSURER B :	Great American Alliance Ins.Co	26832	INSURER C :	Technology Insurance Company	42376	INSURER D :	Hartford Fire Insurance Co.	19682	INSURER E :			INSURER F :		
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INSURER E :																								
INSURER F :																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		MAC3651996-00	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MAC3651996-00	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB3651997-00	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3936599	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Benefits			MAC3651996-00	01/01/2021	01/01/2022	Occurr 1,000,000
D	Equipment Floater			57MSFP9820	01/01/2021	01/01/2022	Limit 2,804,663

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 1 clubhouse Memorial Rd, Alameda, CA 94502
City of Alameda, a California municipal corporation are additional insured when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Alameda a CA Municipal Corp. c/o Office of City Manager 2263 Santa Clara Ave Rm 323 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/21/2021

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY CF&P Insurance Brokers 101 Ygnacio Valley Rd, Ste 200 Walnut Creek, CA 94596 Michael H. Crist	PHONE (A/C, No, Ext): 925-956-7700	COMPANY XL Caitlin Insurance Co.UK LTD
FAX (A/C, No): 925-956-7777	E-MAIL ADDRESS: info@cfpinsurance.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: GREEN-7		
INSURED Greenway Golf Associates, Inc. Todd Lee 1 Clubhouse Memorial Rd. Alameda, CA 94502	LOAN NUMBER	POLICY NUMBER PRP000072/2100
	EFFECTIVE DATE 01/01/21	EXPIRATION DATE 01/01/22
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION 1 CLUBHOUSE MEMORIAL ROAD Alameda, CA 94502
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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Premise Building		
BUILDING	2,931,505	10,000
CONTENTS	607,000	10,000
BUS INCOME	1,500,000	

REMARKS (Including Special Conditions)

City of Alameda, a California municipal corporation

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Alameda c/o Office of City Manager 2263 Santa Clara Ave Rm 323 Alameda, CA 94501	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Elaine Ferguson</i>	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CF&P Insurance Brokers 101 Ygnacio Valley Rd, Ste 200 Walnut Creek, CA 94596 Michael H. Crist		925-956-7700		CONTACT NAME: Elizabeth Ferguson PHONE (A/C, No, Ext): 925-956-7700 FAX (A/C, No): 925-956-7777 E-MAIL ADDRESS: elizabeth@cfpinsurance.com																						
INSURED Greenway Golf Associates, Inc. Todd Lee 1 Clubhouse Memorial Rd. Alameda, CA 94502				<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Great American Assurance Co.</td> <td>26344</td> </tr> <tr> <td>INSURER B :</td> <td>Great American Alliance Ins.Co</td> <td>26832</td> </tr> <tr> <td>INSURER C :</td> <td>Technology Insurance Company</td> <td>42376</td> </tr> <tr> <td>INSURER D :</td> <td>Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Great American Assurance Co.	26344	INSURER B :	Great American Alliance Ins.Co	26832	INSURER C :	Technology Insurance Company	42376	INSURER D :	Hartford Fire Insurance Co.	19682	INSURER E :			INSURER F :		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	MAC3651996-00	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		MAC3651996-00	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB3651997-00	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	TWC3936599	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Benefits			MAC3651996-00	01/01/2021	01/01/2022	Occurr 1,000,000
D	Equipment Floater			57MSFP9820	01/01/2021	01/01/2022	Limit 2,804,663

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Alameda, its City Council, boards and commissions, officers, employees & volunteers are additional insured, coverage is primary and non-contributory and waiver of subrogation applies for work done on their behalf by the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Public Works Department Alameda Point, Building 1 950 West Mall Square, Room 110 Alameda, CA 94501-7558	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE PLUS COMMERCIAL GENERAL LIABILITY ENDORSEMENT

This endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Property Damage Elevators	Included	3
Property Damage Liability - Borrowed Equipment	Included	3
Damage to Premises Rented to You	\$ 500,000	3
Contractual Personal and Advertising Injury	Included	4
Medical Payments Extension and Increased Limit	\$ 20,000	4
Supplementary Payments - Bail Bonds	\$ 2,500	5
Supplementary Payments - Loss of Earnings	\$ 500	5
Automatic Additional Insured - Owners, Lessees, and Contractors when Required in Written Contract or Agreement with you	Included	5
Broadened Named Insured	Included	7
Newly Formed or Acquired Organizations	Included	7
Knowledge of Occurrence, Claim or Suit	Included	7
Primary and Non-Contributory Additional Insured Extension	Included	8
Unintentional Failure to Disclose Hazards	Included	8
Amended Bodily Injury Definition	Included	8
Broadened Mobile Equipment	Included	8

The following extensions of coverage apply only if a YES is typed next to the coverage:

Coverage	Type YES below for coverage	Limit of Insurance	Page
Who Is an Insured - Fellow Employee Extension - Management Employees	YES	Included	9
Personal and Advertising Injury Definition Amendment of Discrimination or Humiliation	YES	Included	9
Incidental Malpractice Liability	YES	Included	9

A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) less than 51 feet long; and
 - (b) not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply to watercraft 27 to 51 feet long if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

C. Property Damage - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, and **(4)** of exclusion **j. Damage to Property** do not apply if such "property damage" results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, or "explosion," to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

2. Paragraph **6.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph **5.** above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, or "explosion," while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, or "explosion," proximately caused by the same event, whether such damage results from fire, lightning, or "explosion," or any combination of the three, is the higher of **\$ 500,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4. Other Insurance**, paragraph **b. Excess Insurance** item **(ii)** of the **Occurrence Form** and item **(iii)** of the **Claims Made Form** where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, or "explosion.""

4. As regards coverage provided by this provision **E. Damage to Premises Rented to You** - paragraph **9.a.** of **DEFINITIONS** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, or "explosion," to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract."

5. As regards coverage provided by this provision **E. DAMAGE TO PREMISES RENTED TO YOU, DEFINITIONS** is amended by the addition of the following definition:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

Explosion does not include any of the following:

- (a) artificially generated electrical current including electrical arcing, that disturbs electrical devices, appliances or wires;
- (b) rupture or bursting of water pipes;
- (c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or
- (d) rupture or bursting caused by centrifugal force.

F. Contractual Personal and Advertising Injury

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE B - Personal and Advertising Injury Liability**, exclusion **e. Contractual Liability** is deleted in its entirety:

2. Exclusions

Exclusion **e.** is deleted in its entirety.

G. Medical Payments Extension and Increased Limits

If **Coverage C - Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

Under paragraph **1.a. Insuring Agreement** of **SECTION I - COVERAGE C - Medical Payments**, paragraph **1.a.(b.)** is amended as follows:

(b.) The expenses are incurred and reported to us within three years of the date of the accident; and

The Medical Expense Limit in paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a.** \$20,000; or
- b.** the amount shown in the Declarations for Medical Expense Limit.

This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE.**

H. Supplementary Payments

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.b.** is replaced with:
 - b. Up to **\$2,500** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.d.** is replaced by the following:
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **\$ 500** a day because of time off work.

I. Automatic Additional Insured - Owners, Lessees, and Contractors when required in Written Contract or Agreement with You

- A. SECTION II - WHO IS AN INSURED**, paragraph **2.** is amended to include as an additional insured any person or organization who you are required to add as an additional insured on this Policy under a written contract or agreement;

but the written contract or agreement must be:

1. currently in effect or becoming effective during the term of this Policy; and
2. executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

- B.** The insurance provided to the additional insured person or organization applies only to "bodily injury," "property damage" or "personal or advertising injury" covered under **SECTION I - COVERAGE A - Bodily Injury and Property Damage** and **SECTION I - COVERAGE B - Personal and Advertising Injury**, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf, and resulting directly from your ongoing operations performed for the additional insured, which is the subject of the written agreement.

- C.** However, the insurance afforded to such additional insured described above:

1. only applies to the extent permitted by law; and
2. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the additional insured are completed.

3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. required by the contract or agreement you have entered into with the additional insured described in paragraph **A.**; or

b. available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The insurance provided to the additional insured person or organization does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services, including:

1. the preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
2. supervisory, inspection, architectural or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

E. The additional insured must see to it that:

1. we are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. we receive written notice of a claim or "suit" as soon as practicable; and
3. a request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured; if the written contract or agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to paragraph 4.a. of the **Other Insurance Condition of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary insurance with respect to our coverage to the additional insured person or organization, where the written contract or agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to paragraph 4.b. of the **Other Insurance Condition of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence, " claim or "suit." This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or agreement, executed prior to the date of loss, to specifically require that this insurance provide coverage to the additional insured on a primary or non-contributory basis. When a written

contract or written agreement between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

- G. This endorsement does not apply to an additional insured which has been added to this Policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

J. Broadened Named Insured

Under **SECTION II - WHO IS AN INSURED**, the following item **2.e.** is added:

- e. Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of voting stock on the effective date of this Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a Named Insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its Limits of Insurance.

K. Newly Formed or Acquired organizations

Paragraph **3.** of **SECTION II - WHO IS AN INSURED** is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any "occurrence," claim, or "suit" by any agent, servant or "employee" of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such "occurrence," claim or "suit" shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership; or
- c. an executive officer or insurance manager, if you are a corporation.

M. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph **a. Primary Insurance**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the additional insured is a Named Insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following is added to paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

N. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

O. Amended Bodily Injury Definition

Under **DEFINITIONS**, Definition **3. Bodily Injury** is replaced by the following:

- 3. "Bodily injury"** means bodily injury, sickness, or disease sustained by a person, including death of a person. "Bodily Injury" also means mental anguish, mental injury, or shock, if directly resulting from physical injury, sickness, or disease to that person.

P. Broadened Mobile Equipment

Under **DEFINITIONS**, Definition **12. Mobile Equipment**, the following is added under **12.f(1)**:

Provided that the vehicles have a Gross Vehicle Weight of 1,000 pounds or greater.

Q. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business. However, none of these co-"employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee" or "volunteer worker."

R. Personal and Advertising Injury Definition Amendment of Discrimination or Humiliation

Under **DEFINITIONS**, Definition **14. Personal and Advertising Injury**. item **14.h.** is added:

h. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) not done intentionally by or at the direction of;

(a) an insured; or

(b) any "executive officer" director, stockholder, partner or member of the Insured; and

(2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

S. Incidental Malpractice Liability

1. **SECTION II - WHO IS AN INSURED** is amended by deleting item **2.a.(1)(d)** in its entirety and replacing it with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services.

2. Under **DEFINITIONS**, Definition **3. Bodily Injury** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness, or disease or "incidental medical malpractice" sustained by a person, including death of a person. "Bodily Injury" also means mental anguish, mental injury, or shock, if directly resulting from physical injury, sickness, or disease to that person.

3. Under **DEFINITIONS** is amended by the addition of the following definition:

"Incidental medical malpractice" means bodily injury arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

All other policy terms and conditions remain unchanged.