

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**First Amendment**") dated for reference purposes only as of March 28, 2018 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. WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of August 1, 2012 ("**Lease**") whereby Tenant leased from Landlord the Chuck Corica Golf Complex ("**Golf Complex**"), 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**") and related facilities located in the City of Alameda, CA (collectively the "**Premises**") together with certain Personal Property, all as further described and depicted in the Lease; and

B. WHEREAS, in connection with implementing its Repairs and Rehabilitation obligations under article 9 of the Lease, Tenant determined that certain newly discovered conditions warrant a modification of its previous plans as specified in Lease Exhibit D, specifically the Drainage Improvement Plan; the Trees, Fairways, Roughs and Greens Improvement Plan and On Course Food and Beverage Service; and

C. WHEREAS, during the process of evaluating the North Course Plans, Tenant determined that it would be beneficial to its operation of the Golf Complex, to implement a more extensive scope of work on the North Course that originally anticipated, upgrade the clubhouse facility, replace the main water supply lines and install a dedicated fire line, as well as improving the property waterways; and

D. WHEREAS, revising the Plans and undertaking the additional scope of work as outlined above will be mutually beneficial to Landlord and Tenant; and

E. WHEREAS, Tenant has requested, and Landlord has agreed, to amend the Lease, upon the terms and conditions set forth herein.

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:

AGREEMENT

1. Recitals. The Recitals set forth above are incorporated herein as though set forth in full herein.

2. Effective Date. The Effective date of this First Amendment shall be the date that is 1 (one) business day after this First Amendment has been approved by the City Council, in its sole and absolute discretion, the date of which approval shall be deemed to be the effective date of an ordinance approving this First Amendment as required by the city charter.

3. Amendment to Summary of Information. Landlord and Tenant agree that the following sections of the Summary of Information as set forth on pages i – v of the Lease are hereby deleted and replaced with the following:

5.1	Length of initial Term:	Forty (40) years.
5.2	Commencement Date:	January 1, 2013
5.3	Expiration Date of initial Term:	December 31, 2053.
5.4	Tenant's Option to Extend:	One (1) option to extend for a ten (10) year term (" Option Period ").
6.2	Years 5-8:	Minimum rent of \$75,000 per Lease Year (as defined hereafter) in equal monthly payments commencing in Year 5 and continuing through Lease Year 8.
6.3	Years 9-10	Minimum rent of \$175,000 per Lease Year, in equal monthly payments commencing in Year 9 and continuing through Lease Year 10.
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) = Gross Revenues as otherwise defined in the Lease) commencing in Lease Year 11, to be paid monthly through Lease Year 20 as follows:</p> <ul style="list-style-type: none"> (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), tournament, membership fees and revenue from the Linksoul License (including License Fes and Percentage Fees) up to \$4,000,000 (adjusted annually by CPI) and 12% of amount above the \$4,000,000. (b) 3% for the sale of gross receipts from par 3 fees and club repair.

6.5	Years 21-40:	<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) and (b) = Gross Revenues) commencing in Lease Year 21, to be paid monthly through Lease Year 40 as follows:</p> <ul style="list-style-type: none"> (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 the Linksoul License (including License Fes and Percentage Fees) up to \$4,000,000 (adjusted annually by CPI) and 12% of amounts above \$4,000,000. (b) 3% for the sale of gross receipts from par 3 fees, accessories, golf equipment, club repair).
6.6	Option Period:	Same as Years 21-40 above.
6.7	Capital Reserve Payments:	<p>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 Golf Complex approved jointly by City and Tenant commencing on July 1, 2027 ("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 \$250,000 ("Capital Improvement Reserve Fund Maximum") or less. Capital Improvement Payments shall be based upon the prior year's annual Gross Revenues multiplied by 3% and paid by Tenant in twelve (12) equal monthly installments. The amount to be paid by Tenant to the Capital Improvement Reserve Fund shall be calculated on annual basis at the time of calculation of Percentage Rent and adjusted accordingly.</p>

4. Lease Year Defined: The term "Lease Year" in Section 4.6 of the Lease means the one year period beginning on January 1 and ending on December 31 of each year during the term of the Lease, as amended by this First Amendment.

5. North Course Plan Revisions.

5.1 Course Drains and Contouring. To resolve continuing drainage problems on the North Course, Tenant will raise the elevation of the course to a level necessary to achieve effective drainage with approved import material, as available, regrade all holes and install new drainage pipes. A grading plan shall be developed by Tenant and submitted to the City and all governing or regulatory agencies from whom approval is required prior to commencement of work.

5.2 Golf Course Waterways. Tenant shall revise its Drainage Improvement Plans to include dredging of storm water retention and irrigation ponds to remove muck and debris, adding suitable water plants to improve appearance and reduce odors, enlarge ponds to increase capacity of storm water run-off and reshape banks to control erosion and improve appearance and improve water movement. Said revised plans will address needed improvement works in the storm water retention ponds, federal/state managed canals and waterways and the irrigation pond. Tenant shall obtain approvals from all governmental or regulatory agencies from whom such approval is required before commencement of work.

5.3 Trees, Fairways, Roughs and Greens Improvement Plan. Tenant shall fully repair and rebuild all greens, tees, fairways, roughs and sand bunkers to industry standards and to upgrade the underlying infrastructure and drainage to sustain and optimize quality playing surface year-round. Said repairs shall include: reshaping and contouring of each hole to allow for proper surface and subsurface drainage; reduce water use requirements; and, provide for a consistent year-round high quality surface. Said work shall be sequenced such that at all times nine-holes of the North Course shall be open and available for use by the public at all times.

5.4 Additional Improvements.

(a) Fire Sprinkler System and Main Water Supply Lines. Tenant shall install a dedicated fire sprinkler line to the new event center and a separate main water supply line from Island Drive Road to the Golf Complex.

(b) Entryway on Memorial Drive. In conjunction with the repair of the North Course, Tenant shall develop attractive rolling grass mounds adjacent to the entry road along the first hole on the North Course. Tenant shall work with the Golf Commission to establish a memorial fund for the purchase of trees to line the roadway along the mounds. The cost of building the mounds, grassing, planting and care for memorial trees shall be at Tenant's expense.

- (c) Clubhouse Updates. Tenant shall re-face walls, upgrade lights and tile walkways for the golf clubhouse exterior; update existing golf clubhouse landscaping; improve the restrooms with new fixtures, tiles and lighting; remodel the practice pro shop and paint the exterior; and refresh the pro shop with new windows, flooring, wall coverings, fixtures and lighting. The Parties agree that said work shall be contracted separately from and not considered a part of the North Course Plan Revisions as set forth herein above.

6. Parking Lot Resurfacing. Article 10 of the Lease notwithstanding, Landlord agrees to repair resurface and restripe the parking lot, on a one time basis, within twenty-four (24) months after the Effective Date of this First Amendment. Upon completion of said work, ongoing maintenance of the parking lot shall be the sole responsibility and obligation of Tenant.

7. Prevailing Wages and Related Requirements. This First Amendment has been drafted with the intention that construction of the North Course Plan Revisions, or any portion of the North Course, shall be subject to the requirement of payment of prevailing wages or related obligations set forth in Labor Code Section 1720 et seq., and Section 2-67 of the Alameda Municipal Code. Notwithstanding the foregoing, nothing in this First Amendment constitutes a representation or warranty by the City regarding the applicability of the provision of Labor Code Section 1720 et seq., and/or Section 2-67 of the Alameda Municipal Code to any other work in or about the Premises and the Tenant shall comply with any applicable laws, rules and regulations related to construction wages and other construction matters, if and to the extent applicable to any Tenant Improvements, Capital Improvements or other alterations made by or on behalf of Tenant to the Premises. With regard to any construction of the North Course Plan Revisions, or any portion of the North Course or any other work on the Premises performed after the Effective Date hereof, Tenant shall indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless the City and its employees, officers, property managers and agents, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including the Tenant and the Contractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., or to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and 1777.5 et seq., to meet the conditions of Section 1771.4 of the Labor Code, and the implementing regulations of the DIR in connection with the construction of the Project and to comply with any other requirements related to public contracting. The Tenant's obligation to indemnify, defend and hold harmless under this Section 8 shall survive termination of this Lease, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

8. Certified Access Specialist Disclosure. In accordance with Civil Code Section 1938, Landlord hereby discloses that the Premises have not undergone inspection by a Certified Access Specialist for purposes of determining whether the property has or does not meet all applicable construction related accessibility standards pursuant to Civil Code Section 55.53. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on

the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. The forgoing notwithstanding, the parties agree that Tenant shall be solely responsible for the payment of all fees for the CASp inspection. The cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises shall be negotiated by the Parties.

9. Miscellaneous

- 9.1 Entire Agreement. This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.
- 9.2 Ratification of Lease. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In case of any inconsistencies between the provisions of the Lease and this First Amendment, the provisions of this First Amendment shall govern and control.
- 9.3 Defined Terms. Capitalized terms used in this First Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this First Amendment.
- 9.4 Brokers. Tenant represents to Landlord that it has dealt with no broker in connection with this First Amendment. Tenant agrees to defend, indemnify and hold Landlord harmless from all claims of any brokers claiming to have represented Tenant in connection with this First Amendment.
- 9.5 Counterparts. This First Amendment may be executed in multiple counterparts each of which is deemed an original but together constitutes one and the same instrument. This First Amendment may be transmitted in "pdf" format and each party has the right to rely upon a pdf counterpart of this First Amendment signed by the other party to the same extent as if such party had received an original counterpart.

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

LANDLORD:

CITY OF ALAMEDA,
a charter city and municipal corporation

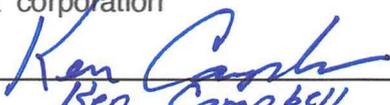
By: _____


Elizabeth D. Warmerdam
Acting City Manager

TENANT:

GREENWAY GOLF ASSOCIATES, INC., a
California corporation

By: _____


Name: _____
Its: _____
Secretary

Approved as to Form

By:



Janet C. Kern
City Attorney

CITY OF ALAMEDA
Risk Management

3-20-18

Lucetta ARI City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOLF OR COUNTRY CLUB FACILITIES XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

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| <p>A. Broadened Named Insured</p> <p>B. Additional Insured – Golf Pros; Tennis Pros; Members; Users of Golfmobiles (Excess Basis)</p> <p>C. Medical Payments – Members; Products-Completed Operations Hazard Inclusion</p> <p>D. Extension of Coverage – Damage To Premises Rented To You</p> <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 <p>E. Blanket Waiver of Subrogation – When Required by Written Contract</p> <p>F. Blanket Additional Insured – Managers or Lessors of Premises</p> <p>G. Blanket Additional Insured – Lessor of Leased Equipment</p> | <p>H. Incidental Medical Malpractice</p> <p>I. Extension of Coverage – Bodily Injury</p> <p>J. Injury to Co-Employees and Co-Volunteer Workers</p> <p>K. Aircraft Chartered with Crew</p> <p>L. Non-Owned Watercraft – Increased from 25 feet to 50 feet</p> <p>M. Increased Supplementary Payments</p> <ul style="list-style-type: none"> • Cost of bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day <p>N. Knowledge and Notice of Occurrence or Offense</p> <p>O. Unintentional Omission</p> <p>P. Reasonable Force – Bodily Injury or Property Damage</p> |
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PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Paragraph 4.a. is deleted and replaced by the following:

- 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. Newly acquired or formed organizations that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

3. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. ADDITIONAL INSURED – GOLF PROS; TENNIS PROS; MEMBERS; USERS OF GOLFMOBILES (EXCESS BASIS)

1. WHO IS AN INSURED (Section II) is amended to include as an insured:
 - a. Any golf professional associated with your facility, but only with respect to liability caused by his or her performance of

COMMERCIAL GENERAL LIABILITY

duties related to the conduct of your business.

- b. Any tennis professional associated with your facility, but only with respect to liability caused by his or her performance of duties related to the conduct of your business.
 - c. Your members, but only with respect to liability caused by your activities or activities they perform for you.
 - d. Any person or organization using or legally responsible for the use of golfmobiles loaned or rented to others by you or your concessionaires, but only with respect to their liability caused by the use of the golfmobiles.
2. The following is added to Commercial General Liability Conditions (Section IV) Paragraph 4. (Other Insurance):

This insurance for any person or organization using or legally responsible for the use of a golfmobile is excess over any other insurance, whether primary, excess, contingent or on any other basis that provides coverage to the user of a golfmobile.

C. MEDICAL PAYMENTS – MEMBERS; PRODUCTS-COMPLETED OPERATIONS HAZARD INCLUSION

COVERAGE C MEDICAL PAYMENTS (Section I – Coverages), Paragraph 2. **Exclusions** is amended as follows:

- 1. Subparagraph a. **Any Insured** does not apply to your members described above in Provision B., Paragraph 1.c., who are not also your "employees".
- 2. Subparagraph f. **Products-Completed Operations Hazard** is deleted.

D. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

- 1. The last paragraph of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;

- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

- 2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
- 3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
- 4. Paragraph a. of the definition of "insured contract" in DEFINITIONS (Section V) is deleted and replaced by the following:
 - 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 to premises while rented to you, or tempo-

rarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

- 5. This Provision **D.** does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages) is excluded by another endorsement to this Coverage Part.

E. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **COMMERCIAL GENERAL LIABILITY CONDITIONS** (Section **IV**), Paragraph **8.** (Transfer of Rights of Recovery Against Others to Us):

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products".

We waive this right only where you have agreed to do so as part of a written contract or agreement. The written contract or agreement that requires the waiver of right of recovery must be signed and executed by you before, and be in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

F. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section **II**) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract to name as an additional insured, but only with respect to liability for "bodily injury" or "property damage" that occurs after you have executed the contract, and which arises out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

- 1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.

- 2. The insurance afforded to the additional insured does not apply to:
 - a. Any "bodily injury" or "property damage" that occurs after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by another endorsement to this Coverage Part; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- 3. The insurance afforded to the additional insured is excess over any valid and collectible other insurance available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such other insurance.

G. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section **II**) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract to name as an additional insured, but only with respect to liability for "bodily injury" or "property damage" that occurs after you have executed the contract, and caused by your acts or omissions in the maintenance, operation or use of equipment leased to you by such additional insured, subject to the following provisions:

- 1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
- 2. The insurance afforded to the additional insured does not apply to any "bodily injury" or "property damage" that occurs after the equipment lease expires.
- 3. The insurance afforded to the additional insured is excess over any valid and collectible other insurance available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such other insurance.

H. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following is added to Paragraph **1. Insuring Agreement** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (Section I – Coverages):

CITY OF ALAMEDA
 Risk Management
 Date 3-26-18
 City Risk Manager
 Lucretia Akil, City Risk Manager

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Vertical text: CONFIDENTIAL

Handwritten number: 1-11-52

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COMMERCIAL GENERAL LIABILITY

"Bodily injury" arising out of the rendering of, or failure to render, the following will be deemed to be caused by an "occurrence":

- a. Medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
 - c. First aid; or
 - d. "Good Samaritan services." As used in this Provision H., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
2. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician, paramedic or athletic trainer employed by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
3. The following exclusion is added to Paragraph 2. **Exclusions** of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):
(This insurance does not apply to:) "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.
4. For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services described in Paragraph 1. above to any one person will be deemed one "occurrence".
5. This Provision H. does not apply if:
- a. You are in the business or occupation of providing any of the services described in Paragraph 1. above; or
 - b. Coverage for the professional health care activities of any registered nurse, licensed practical nurse, emergency medical technician, paramedic or athletic trainer em-

ployed by you is specifically excluded by another endorsement to this Coverage Part.

6. The insurance provided by this Provision H. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

I. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" in DEFINITIONS (Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

J. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by Paragraph 1. or 2. above.

K. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft Exclusion** in Paragraph 2. **Exclusions** of COVERAGE A BODILY INJURY AND

PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This exclusion does not apply to:) Aircraft chartered with crew to any insured.

2. This Provision **K.** does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision **K.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

L. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph 2. **Exclusions** of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:
 - (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision **L.**, WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision **L.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

M. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

N. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

2. Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.
3. This Provision **N.** does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

O. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. However, this Provision **O.** does not affect our right to

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collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

P. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Paragraph 2. **Exclusions** of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.