

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("**Second Amendment**") dated for reference purposes only as of April __, 2021 ("**Effective 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. WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated as of August 1, 2012, 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 "**Original Premises**") together with certain Personal Property, all as further described and depicted in the Lease; and

B. WHEREAS, Landlord and Tenant entered into that certain First Amendment to the Lease ("**First Amendment**") dated as of March 28, 2018 (the original Lease as amended by the First Amendment is referred to herein as the "**Lease**"); and

C. WHEREAS, having completed renovation of the 9-Hole Course, Driving Range, and South Course and nearing completion of the North Course, Tenant determined that it would be beneficial to its operation at the Golf Complex to renovate the fire tower and the surrounding area located outside the entryway at the corner of Island Drive and Clubhouse Memorial Road to provide a more aesthetic entry into the newly renovated Golf Complex; and

D. WHEREAS, Tenant understands that prior to making any improvements to the fire tower, Tenant will need to obtain a structural assessment and perform hazardous materials abatement; and

E. WHEREAS, Tenant has requested, and Landlord has agreed, to amend the Lease to expand the Original Premises covered by the Lease to add the land at the corner of Island Drive and Clubhouse Memorial Road including the fire tower located thereon, as depicted in Exhibit B attached hereto, 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. Expansion. As of the Effective Date, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the approximately 0.5 acre property at the corner of Island Drive and Clubhouse Memorial Road, including the fire tower building ("**Fire Tower**") located thereon ("**Fire Tower Premises**"). The Original Premises and the Fire Tower Premises are hereinafter referred to collectively as the "**Premises**". No additional Minimum Rent shall be

payable with respect to the Fire Tower Premises. City shall be entitled to use the Fire Tower Premises to stage construction materials and equipment through August 31, 2021.

3. Fire Tower Work. Tenant shall perform one of the following three actions on the Fire Tower: demolition, renovation or beautification. Tenant shall bear all costs and expenses for any actions it takes on the Fire Tower pursuant to this Section.

(a) Tenant agrees to retain engineers or other qualified consultants to evaluate the condition of the Fire Tower by no later than September 30, 2021. If Tenant, in consultation with the City, determines that either demolition or renovation of the Fire Tower is feasible then Tenant shall elect to either demolish or renovate. Should Tenant elect to renovate the Fire Tower, Tenant shall submit a design review application for the renovation to the City Golf Commission for its review and recommendation and further review and approval by the City Planning Board. Tenant shall complete such demolition or renovation, as applicable, on or before the first anniversary of the date of this Second Amendment subject to Permitted Delays as defined below.

(b) If Tenant, in consultation with the City, determines that both demolition and renovation of the Fire Tower are infeasible, Tenant shall cause the Fire Tower's appearance to be improved by, among other things, painting a mural and installing landscaping (collectively, the "**Beautification Work**") substantially consistent with the conceptual "before and after" drawings attached hereto as **Exhibits H and I**, respectively. Tenant's final mural design shall be submitted to City for review and recommendation by the Golf Commission and review and approval by City Planning Board no later than December 31, 2021. Subject to Permitted Delays, Tenant shall commence and complete such Beautification Work on or before June 30, 2022. Nothing herein shall be deemed to prohibit Tenant from demolishing or further renovating the Fire Tower following completion of the Beautification Work.

(c) As used herein "**Permitted Delay**" means and includes delays due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terror, epidemics; pandemics; quarantine restrictions; freight embargoes; unusually severe weather; government orders or other similar cause beyond the reasonable control of Tenant (but not including Tenant's financial inability).

(d) If asbestos, or other Hazardous Materials (as defined at Section 13.3 of the Lease) are encountered during such demolition, renovation and/or beautification work, Tenant, at its expense, shall be responsible for encapsulating, remediating and/or disposing of such Hazardous Materials as required by applicable law.

4. Amendment to Summary of Information. Section 2 (Leased Premises) of the Summary of Information is hereby deleted in its entirety and replaced with the following:

"2. Leased Premises	Chuck Corica Golf Complex (" Complex ") located in the City of Alameda, CA 94502, consisting of approximately 325.5 acres, including the 18-Hole South Course (" South Course "), the 9-hole Mif Albright par three course (" 9-Hole /Course "), the driving and practice range (" Driving Range "), excluding the restaurant and bar facility and outdoor patio and excluding the " Snack Shack " on the North Course (" F/B Facilities "), and excluding other Lease Areas Excluded (F/B Facilities, Lease Areas	Section 1
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	Excluded and City Areas Excluded are collectively, “ Excluded Area ”) on the Complex, as described with more specificity in Exhibit A Leased Premises. ”	
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5. Replacement of Exhibit A. Exhibit A to the Lease is hereby deleted and replaced with the new Exhibit A attached hereto.

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

7. Entire Agreement. This Second Amendment sets forth the entire understanding of the parties in connection with the subject matter hereof.

8. Brokers. Neither party as dealt with any broker in connection with this Second 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 Second Amendment.

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

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: umesh patel
Name: Umesh Patel

Its: President

Approved as to Form

By: _____
Elizabeth Mackenzie
Chief Assistant City Attorney

EXHIBIT A

**Replacement Diagram Depicting Entirety of Original
Premises and Fire Tower Premises**



EXHIBIT A

RJA
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 OAKLAND, CALIFORNIA 94612
 PHONE: (415) 221-7800 FAX: (415) 221-3000

GREENWAY LEASE EXHIBIT
 CITY OF ALAMEDA, CALIFORNIA

LEGEND
 — GOLF COURSE LIMITS
 — EXISTING AREA

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

EXHIBIT H

Fire Tower Before Photo



EXHIBIT I

Fire Tower After Conceptual Drawing

