LEASE AGREEMENT RELATED TO FACILITIES AT DELTA VIEW GOLF COURSE

THIS LEASE AGREEMENT ("Agreement") is made and entered into on December 15, 2015, by and between the City of Pittsburg, a California municipal corporation ("Landlord"), and Delta View Golf Club LLC, a California limited liability company ("Tenant"). In consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the Parties agree to enter into this transaction based on the following recitals, terms and conditions:

RECITALS

A. Landlord is the owner of certain real property and improvements located in Pittsburg, California, commonly known as the Delta View Golf Course (“Golf Course”), located at 2232 Golf Club Road Pittsburg, CA 94565.

B. The Golf Course consists of an 18-hole golf course, driving range, practice greens, golf shop, maintenance building and maintenance yard,bar/restaurant, clubhouse, parking lot and other amenities and facilities associated with the Golf Course.

C. The bar/restaurantand banquet facilityinclude patio areas, dining room, kitchens, and the snack bar (collectively the “Premises”). The Premises are located at 2222 Golf Club Road in the City of Pittsburg.

D. Landlord previously entered into a lease agreement with Delta View Food and Beverage Inc., also known as Wedgewood, to operate the Premises (“Wedgewood Lease”). The Wedgewood Lease commenced on January 1, 2010 and expires on December 31, 2015, with an option for Wedgewood to extend the lease.

E. Landlord consented to the assignment of the Wedgewood Lease to Z Golf LLC (“Z Golf”) on March 17, 2014. Z Golf has informed Landlord that it does not want to extend the Wedgewood Lease.

F. Tenant has experience in the golf course food and beverage operation, is knowledgeable and experienced in the financial and business risks attendant to operating a restaurant and is capable of operating a food and beverage operation.

G. Tenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Tenant.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Concession and Lease of Premises. Landlord grants to the Tenant the exclusive right and privilege to operate the Premises. For purposes of this Agreement, the term “Building” shall mean the clubhouse buildings at the Golf Course. Since the Premises are physically integrated with other portions of the Golf Course, Tenant acknowledges and agrees that the Premises are not physically separate and distinct.

2. Lease Term.

The term of this Agreement (the "Term" or “Lease Term”) shall commence on the earlier of (i) January 1, 2016, or (ii) upon the termination of the current lease of the Premises to Z Golf, whichever is earlier (the "Commencement Date") and shall end on October 31, 2025 (the "Termination Date"), unless terminated earlier as provided for in this Agreement.

3. Rent and Expenses.

3.1 Rent; Maintenance Payments.

(a) During the Lease Term, Tenant’s rent shall be one dollar ($1.00) per year (“Rent”). Tenant shall pay Rent on or before the fifteenth (15th) day of January each calendar year during the Term of this Agreement. Rent shall be paid to Landlord without deduction or offset, in lawful money of the United States of America at such place as Landlord may from time to time designate in writing.

(b) Commencing on January 1, 2018, Tenant shall pay the Landlord five hundred dollars ($500) per month as a maintenance payment (“Maintenance Payment”). Landlord shall use the Maintenance Payments for maintenance work associated with the Premises or common areas of the Golf Course shared with the Premises, such as parking lots. This Maintenance Payment is in addition to the Rent payment, and shall continue until this Agreement expires or is terminated. Tenant shall pay the Maintenance Payments on or before the fifteenth (15th) day of each month during the Term of this Agreement in the same manner as Rent payments.

3.2 Operating Expenses. Tenant shall pay all expenses incurred from the operation of its business including, but not limited to, the following:

(a) Any deductible portion of an insured loss or insurance premiums maintained by Tenant.

(b) All utilities required in its operation including gas, electric, water, sewer, refuse removal, telephone, and internet connections.

(c) Possessory property taxes as assessed by the County Assessor.

3.3 Beverage Carts. Landlord owns one (1) beverage cart that may be used in connection with the operation of the Golf Course. Tenant shall have the right to use the beverage cart and shall reimburse Landlord for the cost of maintaining the beverage carts. Tenant shall provide Landlord written notice of repairs necessary to the beverage carts, and Landlord shall have a reasonable time to commence repairs. Alternatively, Landlord may authorize Tenant to make such repairs and bill Landlord. Any such authorization from Landlord must be in writing.

4. Use.

4.1 Use of Premises.

(a) The Premises shall be used and occupied only for the maintenance and operation of a restaurant, snack bar/sports bar, banquet facilities, wedding services and food and beverage cart, and for no other purposes. Tenant will provide food and beverage service for the entire Golf Course in a manner that is consistent with the quality of food and beverage service provided at golf courses and clubs within the Contra Costa County area. In addition, Tenant will have the exclusive right to provide catering services to special events that occur at the Golf Course. Tenant and any successors and assigns of Tenant (approved by Landlord as provided in this Agreement) shall have no right to use the Premises for any use other than as described in this Section 4.1(a) of this Agreement. Landlord and Tenant intend and agree that Section 4.1(a) of this Agreement shall be interpreted as an absolute prohibition against a change in use as authorized and permitted by California Civil Code Section 1997.230, which reads as follows: "A restriction on use of leased property by a tenant may absolutely prohibit a change in use."

(b) Tenant must notify Landlord in writing of any trade name it intends to use in connection with the operation of the Premises. Tenant may only use trade names with the prior written approval of the Landlord, which approval shall not be unreasonably withheld.

(c) Provided that Tenant is not in default of any of its obligations under this Agreement beyond any applicable cure period, and subject to the terms and conditions of this Agreement, Tenant shall have the exclusive right to provide food and beverage service at the Golf Course. Landlord and Tenant will work with each other to determine the required food, beverage and golf services for golf groups, tournaments and other large functions. A special golf events menu will be offered to golf groups. Tenant may provide off-site catering.

(e) Landlord reserves the right to use the Premises without cost, excluding any expenses incurred by Tenant. Landlord will provide Tenant written notice of its desire to use the Premises.

4.2 Compliance with Law.

(a) Landlord warrants to Tenant that the Premises, but without regard to the use for which Tenant will occupy the Premises, does not violate any covenants or restrictions of record, or any applicable building code, regulation or ordinance in effect on the Commencement Date. In the event it is determined that this warranty has been violated, then it shall be the obligation of the Landlord, after written notice from Tenant, to promptly, at Landlord's sole cost and expense, rectify any such violation.

(b) Except as provided in Section 4.2(a), Tenant shall, at Tenant's sole cost and expense, comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders, covenants, and restrictions of record and requirements of any fire insurance underwriters or rating bureaus, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, during the Term or any part of the Term hereof, relating in any manner to the Premises and the occupation and use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or shall tend to disturb other occupants of the Golf Course.

(c) Tenant shall maintain any governmental licenses, permits, county health permits or approvals necessary for the proper and lawful conduct of Tenant's business or other activity carried on in the Premises. Tenant, at Tenant's expense, shall, at all times, obtain and comply with the requirements of each such license or permit. Tenant agrees to maintain a lawful California liquor license and follow all applicable laws regarding liquor service.

(d) Except for materials commonly used in restaurant operations and in compliance with all applicable laws, Tenant at all times shall keep the Premises and common areas free of Hazardous Materials (as hereinafter defined). Tenant shall not use, generate, manufacture, store, release, or dispose of Hazardous Materials in, on, or about the Premises or the Golf Course. "Hazardous Materials" shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic” substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C.A §§ 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*; and those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to said laws.

4.3 Condition of Premises. Tenant has inspected and investigated the Premises and, based solely upon Tenant's own inspection and investigation, has determined that the Premises are suitable for the operation of Tenant's business in all respects. Tenant acknowledges and agrees that Landlord has not made any warranty or representation to Tenant regarding the income potential or profitability of Tenant's use of the Premises for food and beverage operations and that Tenant has conducted and is relying upon its own investigation with respect to the financial requirements and financial potential of Tenant's proposed business at the Premises. Landlord and Tenant agree that Tenant hereby accepts the Premises and shall lease the Premises "AS IS" in the present existing condition as of the date of this Agreement, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or restrictions of record (collectively, "Title Exceptions"), and accepts this Agreement subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges and agrees that neither Landlord nor Landlord's employees, representatives or agents, or the Manager, or the Manager's employees, representatives or agents, has made any representation or warranty, express or implied, as to the present or future suitability of the Premises for the conduct of Tenant's business. Landlord shall have no obligation to construct any additional improvements in, on or about the Premises, but Landlord reserves the right from time to time and at Landlord's expense, to make improvements to the Golf Course (including the Premises and Building) as desired by Landlord. Tenant hereby consents to the construction of improvements from time to time by Landlord, provided that Tenant reserves the right to approve any changes or modifications to the Building proposed by Landlord that would affect Tenant's business operations, which approval shall not be unreasonably withheld. Tenant covenants and agrees to comply with all of the terms and provisions of any Title Exceptions and not to cause or permit any action which would cause a breach of any of the provisions of the Title Exceptions.

4.4 Hours of Operation. Landlord and Tenant agree that the snack bar, bar/restaurnt shall be open to the public seven (7) days a week, except when the Golf Course is closed, from the first tee time until dusk. Tenant may establish a more specific schedule for the service of alcoholic beverages at the snack bar. The service of alcoholic beverages shall comply with all federal state and local laws and regulations. Landlord and Tenant shall mutually agree upon the hours of operation for all other portions of the Premises. Tenant may adjust the hours of operation for any portion of the Premises, including the snack bar, with prior written approval from the Landlord.

4.5 Restrictions on Use. Tenant agrees that Tenant's use and occupancy of the Premises shall be subject to the following:

(a) Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises.

(b) Tenant shall not do or permit anything on the Premises that will cause damage to the Premises or any component part or system thereof. Tenant shall be responsible for the cost to repair any damage caused to the Premises by Tenant, Tenant's employees, agents, invitees and/or customers, which obligation shall survive the termination of this Agreement.

4.6 Experienced Restaurant Operator. Tenant acknowledges and agrees and warrants and represents to Landlord that (i) Tenant has experience in the restaurant business, and is knowledgeable and experienced in the financial and business risks attendant to operating a restaurant and is capable of evaluating the merits and risks of entering into this Agreement and operating a food and beverage operation at the Premises, (ii) Tenant has entered into this Agreement with the intention of making and relying upon its own or its experts' investigation of the physical, environmental, economic and legal condition of the Premises including, without limitation, feasibility, costs and investment return, and (iii) Tenant is not relying on any representations or warranties, express or implied, made by Landlord or its officers, employees, agents, or representatives ("Landlord Parties") or anyone acting or claiming to act on Landlord's behalf concerning the Premises or Tenant's proposed business at the Premises except as otherwise provided in this Agreement.

5. Maintenance, Repairs, Alterations and Common Area Services.

5.1 Landlord's Obligations.

(a) Subject to reimbursement as provided elsewhere in this Agreement, Landlord, at Landlord's expense, shall keep in good condition and repair the Building's roof, foundations, exterior walls (including painting), and structural condition of interior load bearing walls of the Building, as well as the parking lots, walkways, and driveways(collectively the "Landlord Obligations"). Landlord shall maintain the exterior plumbing (including the sewer lateral maintenance) to the point it reaches the structure. Landlord shall have no obligation to make repairs under this Section 5.1 until a reasonable time after receipt of written notice from Tenant of the need for such repairs. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Agreement because of Landlord's failure to keep the Premises in good order, condition, and repair. Landlord may perform any such repairs or may contract with third parties for performance of repairs necessary under Landlord's obligations.

(b) Tenant shall be responsible for the grease trap and sewer laterals up to the cleanout immediately adjacent to the Building and interior plumbing clogs between a drain and the exterior building.

5.2 Tenant's Obligations.

(a) Tenant shall, at Tenant's sole cost and expense and in accordance with the terms of this Agreement, keep the Premises (including all tenant improvements, alterations, fixtures, furnishings and equipment) in good order, repair and condition at all times during the Term. Subject to Landlord's prior approval and within a reasonable period specified by Landlord, Tenant shall, at Tenant's sole cost and expense and in accordance with the terms of this Agreement, promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and other leasehold improvements.

(b) Tenant shall, at its own expense, maintain the roof-mounted chilling and condensing units, whose sole purpose is to support restaurant equipment or cool restaurant appliances.

(c) Tenant shall, at its own expense, provide janitorial service on a daily basis. Tenant agrees to keep the Premises in good order and in a clean and presentable condition, including all interior carpeting, painting, glazing, electrical, telephone, plumbing and all related facilities. Tenant further agrees to perform regular window cleaning, exterior and interior, at the Premises, sufficiently frequent to maintain the windows in first class condition, along with daily sweeping and/or hosing, as necessary of the exterior areas of the Premises.

(d) Tenant shall be responsible for the maintenance and replacement, whenever necessary, of all plate and other glass on the Premises and shall have the option to insure against this risk.

(e) On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures and alterations.

5.3 Alterations and Additions.

(a) Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions, or Utility Installations (as hereinafter defined) in, on or about the Premises during the Lease Term, nor shall Tenant make any change or alteration to the exterior of the Premises or the Building.

Tenant shall be solely responsible for the cost of any additions or alterations to the Premises or Building made by Tenant. As used in this Section 5.3, the term "Utility Installation" shall mean carpeting, window coverings, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, and plumbing. In the event that Landlord consents to any alteration, improvement, addition or Utility Installation, if Landlord so elects, Landlord may require that Tenant remove any or all of said alterations, improvements, additions or Utility Installations at the expiration of the Term and restore the Premises to its prior condition. Should Tenant make any alterations, improvements, additions, or Utility Installations without the prior written approval of Landlord, Landlord may, at any time during the Lease Term, require that Tenant remove any or all of the same. All work with respect to any alteration or addition must be performed in a good and workmanlike manner.

(b) Any alterations, improvements, additions or Utility Installations in or about the Premises that Tenant shall desire to make and which require the consent of Landlord shall be presented to Landlord in written form with proposed detailed plans. If Landlord shall give its consent, the consent shall be deemed conditioned upon Tenant acquiring any necessary permits from appropriate governmental agencies, the furnishing of copies thereof to Landlord prior to the commencement of the work, and the compliance by Tenant with all conditions of said permits in a prompt and expeditious manner.

(c) All alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Tenant), which may be made on the Premises, shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the expiration of the Lease Term, unless Landlord has elected to require their removal pursuant to Section 5.3(a). Notwithstanding the provisions of this Section 5.3(c), Tenant's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premisesshall remain the property of Tenant and may be removed by Tenant subject to the provisions of Section 5.2.;

(d) Notwithstanding any other provision of this Agreement, if Landlord approves Tenant’s request to remodel all or a portion of the Premises, then Tenant shall pay all such remodeling costs. Any remodels must be presented and approved by Landlord in writing.

5.4 Utility Additions. Landlord reserves the right to install new or additional utility facilities throughout the Building and the Premises for the benefit of Landlord or Tenant, or any other tenant of the Building, including, but not by way of limitation, such utilities as plumbing, electrical systems, security systems, communication systems, and fire protection and detection systems, so long as such installations do not unreasonably interfere with Tenant's use of the Premises.

6. Insurance – Tenant shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Premises. The cost of such insurance shall be borne by the Tenant, and at a minimum, Tenant shall maintain the insurance shall be as set forth below:

6.1 General Liability Insurance. A policy of comprehensive general liability insurance, including products and alcohol liability insurance riders, with limit of not less than two million dollars ($2,000,000)per occurrence. The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property insuring against all liability of Tenant, its agents, employees or licensees arising out of and in connection with Tenant's use or occupancy of the Premises and Building. Any deductibles must be declared and approved by the Landlord.

6.2 Fire, Property and Casualty Insurance. Tenant shall obtain and keep in force during the Term of the Agreement a policy or policies of fire, property and casualty insurance covering loss or damage to the Building, Premises, and the related improvements, in an amount of at least two million dollars($2,000,000) or more per occurrence for the replacement cost of the Building, Premises, and the improvements used by Tenant under this Agreement. Any deductibles must be declared and approved by Landlord.

6.3 Tenant shall obtain and provide to the Landlord endorsements: (i) naming the Landlord, its officers, officials, employees and agents as additional insureds: (ii) specifying that the Landlord's insurance and/or risk management coverage is excess and non-contributing; and (iii) stating that the insurance policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage required in this Agreement shall not be suspended, voided, canceled, terminated, or reduced in coverage or in limits, except after Tenant or Tenant's insurance provider provides thirty (30) days prior written notice by certified mail, return receipt requested, to Landlord.

6.4 Workers' Compensation Insurance. Tenant shall maintain workers' compensation insurance for all its employees consistent with applicable law.

6.5 Tenant's Failure to Maintain Insurance. In the event that Tenant fails, for any reason whatsoever, to secure and maintain any of the insurance policies Tenant is required to maintain pursuant to this Section 6, Landlord may, but shall not be obligated to, secure and maintain such insurance policies. Upon demand and presentation of a bill therefore, Tenant shall immediately pay the cost of such policies to Landlord. Alternatively, Landlord may terminate this Agreement upon ten (10) days written notice to Tenant if Tenant has not cured the failure to maintain insurance.

7. Damage or Destruction.

In the case of destruction, partial destruction, or damage by fire, earthquake or act of God, other casualty or a cause beyond the control of Tenant, Landlord shall restore the Building and Premises to substantially the same condition as it was immediately before destruction provided that insurance proceeds are sufficient to pay the cost of restoration and restoration can be made under the existing laws and completed within one hundred twenty (120) working days after the date of destruction. Landlord may approve a request for extension of time for restoration, and such destruction does not terminate this Agreement.

If restoration cannot be made according to these terms, then within fifteen (15) days after the parties so determine, Landlord may terminate this Agreement immediately by giving written notice to Tenant.

7.1 Abatement of Rent; Tenant's Remedies.

(a) In the event Landlord repairs or restores the Premises after destruction pursuant to the provisions of this Agreement, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premise is impaired. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair, or restoration. During any such period, Tenant shall continue to operate its business on the Premises to the extent practicable and Tenant's obligation to pay rent applicable to the useable portion of the Premises shall remain in full force and effect.

(b) If Landlord shall be obligated to repair or restore the Premises under the provisions of this Agreement and does not commence such repair or restoration within ninety (90) days after such obligation accrues, Tenant may, at Tenant's option, cancel and terminate this Agreement by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement of such repair or restoration. In such event this Agreement shall terminate as of the date of such notice.

8. Assignment and Subletting.

Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Agreement or in the Premises (collectively referred to herein as a “Transfer”), without Landlord's prior written consent, which shall not be unreasonably withheld. Tenant acknowledges and agrees that the business and restaurant experience and reputation of persons affiliated with Tenant, was a material consideration for Landlord’s execution of this Agreement. Any attempted Transfer without Landlord’s prior written consent shall be null and void, and Landlord may terminate this

Agreement. Tenant shall submit to Landlord (a) the proposed sublease or assignment or other transfer agreement, and (b) all other information which Landlord may reasonably request including, without limitation, sufficient information to enable Landlord to determine the character, quality, type of business, and financial responsibility of the proposed transferee. Landlord shall respond to Tenant's request for consent hereunder in a timely manner. The form of any assignment or sublease is subject to Landlord's prior written approval.

9. Default; Remedies.

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

(a) The vacating or abandonment of the Premises by Tenant for five (5) or more business days in any thirty-day period.

(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant.

(c) The discovery by Landlord that any financial statement given to Landlord by Tenant or any guarantor of Tenant's obligation hereunder, was materially false at the time given.

(d) Except as otherwise provided in this Agreement, the failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Agreement to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice of the default from Landlord. Tenant shall not be deemed to be in default if Tenant cures such default within said thirty (30) day period. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of the Agreement if Tenant commences to cure the default within thirty (30) days and diligently and in good-faith works towards curing the default.

Notice given under this Section shall specify the alleged default and the applicable provision of this Agreement, and shall demand that Tenant perform the provision of this Agreement within the applicable timer period, or quit the premises. Notice given is not a termination of this Agreement, unless Landlord so elects and so states in the notice.

9.2 Remedies. In the event of any such material default by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Agreement and the Term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, in which case Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, all damages provided for under California law, which provisions are hereby incorporated by reference into this Agreement, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney fees, and any real estate commission actually paid; the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; and of any leasing commission paid by Landlord applicable to the unexpired Term of this Agreement. For purposes of this subsection, "worth at the time of award" shall be computed by allowing interest at a per annum rate of ten percent (10%).

(b) Maintain Tenant's right to possession in which case this Agreement shall continue in full force and effect whether or not Tenant shall have vacated or abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Agreement, including the right to recover the rent and any additional charges as they become due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of California. Unpaid Rent and other unpaid monetary obligations of Tenant under the terms of this Agreement shall bear interest from the due date at the maximum rate then allowable by law.

10.Entire Agreement. This Agreement and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them, other than those expressly set forth herein. All negotiations and oral agreements have been merged into and are included herein, it being understood that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, understandings, representations and brochures, and none thereof shall be used to interpret or construe this Agreement.

11. Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party hereto by any other party to this Agreement shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party, or when sent by registered, certified or "Express Mail", or by Federal Express or other similar courier service of comparable reliability, returned receipt requested, postage prepaid, to the recipient at the addresses set forth below.

Either party may by specify a different address for notice purposes, by providing written notice to the other party. Upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes.

Landlord: City of Pittsburg
Joe Sbranti, City Manager
65 Civic Ave.
Pittsburg, CA 94565-3814

With copy to: Ruthann G. Ziegler, City Attorney
Meyers Nave Riback Silver & Wilson
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

Tenant: Delta View Golf Club LLC
10522 York Road
Monterey, CA 93940
Att: Gary Cursio

12. Waiver; Modification. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

No provision of this Agreement may be amended except by a mutual agreement in writing signed by the parties hereto or their respective successors in interest. The City Manager, in his/her sole discretion, may execute Minor Amendments to this Agreement on behalf of Landlord. A “Minor Amendment” shall be any modification that does not make a substantive change, modification or deviation in the terms this Agreement or any Exhibits attached hereto. Minor Amendments shall include, but are not limited to, the times for performance, Premises available for lease; changes in maintenance responsibilities; and improvements to the Premises.

The City Manager’s determination as to the status of any Minor Amendment is final. The City Manager also may, at his/her discretion, determine that a Minor Amendment shall be reviewed and acted upon by the City Council and not by the City Manager.

13. Holding Over. If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the Term, such occupancy

shall be a tenancy from month to month upon all the provisions of this Agreement pertaining to the obligations of Tenant. During the holding over period, Tenant shall pay Landlord Rent which shall be calculated in the same manner as it was calculated prior to expiration of this Agreement.

14. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

15. Covenants and Conditions. Each provision of this Agreement performable by Tenant shall be deemed both a covenant and a condition.

16. Binding Effect; Choice of Law. This Agreement shall bind the parties, their personal representatives, successors and assigns. This Agreement shall be governed by the laws of the State of California.

17. Indemnification. Tenant shall indemnify, defend and hold Landlord, its officers, officials, agents and employees from and against any and all claims, damages, demands, liabilities, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees, arising out of or in connection with this Agreement, including, but not limited to, Tenant's use of the Premises and Building, Tenant's negligent performance of work arising out of this Agreement and/or its negligent failure to comply with any of its obligations contained in this Agreement, except for such loss or damage which was caused by the sole negligence or willful misconduct of Landlord. Tenant shall defend Landlord against any such proceeding or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse, monthly, Landlord for any legal fees or costs incurred by Landlord associated with any such claim or action.

This Section 17 shall constitute a separate agreement and shall survive termination of this Agreement.

18. Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, insurers, or tenants, and making such alterations, repairs, improvements, or additions to the Premises or to the building of which they are part as Landlord may deem necessary or desirable. All activities of Landlord pursuant to this Section shall be without abatement of rent, nor shall Landlord have any liability to Tenant for the same.

19. Signs. Tenant shall not place any sign upon the Premises or any other part of the Building without Landlord's prior written consent, which it may or may not grant in its sole discretion.

20. Consents. Except for otherwise expressly provided for in this Agreement, wherever the consent of one party is required for an act of the other party, such consent shall not be unreasonably withheld or delayed.

21. Quiet Possession. Upon Tenant paying the rent for the Premises and observing and performing all of the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder. Tenant shall have quiet possession of the Premises for the entire Term hereof subject to all of the provisions of this Agreement.

22. Security Measures. Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Building. Tenant assumes all responsibility for the protection of Tenant, its agents and invitees, and the property of Tenant and of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord at Landlord's sole option from providing security protection for the Building or the Golf Course or any part thereof.

23. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Agreement.

24. **Authority.** Each party warrants and represents to the other party (as applicable) that (a) the individual signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party in accordance with a duly adopted and certified resolution of the such party's board of directors or members, as applicable, and in accordance with the articles of incorporation, operating agreement, charter, bylaws or other organizational documents of such party, and (b) this Agreement is binding on such party in accordance with its terms. Tenant shall, within thirty (30) days after execution of this Agreement, deliver to Landlord evidence of such authority satisfactory to Landlord.

25. Offer. Preparation of this Agreement by Landlord or Landlord's agent and submission of the same to Tenant shall not be deemed an offer to lease. This Agreement shall become binding upon Landlord and Tenant only when fully executed by Landlord and Tenant.

26. No Other Warranties or Representations. Tenant warrants and represents to Landlord that Tenant is not relying on any other warranties or representations by Landlord or the Landlord Parties, whether oral or written, express or implied, other than as set forth in this Agreement.

27. Force Majeure. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive government laws or regulations or other causes without fault and beyond the control of the party obligated to perform (financial inability excepted), performance of such act shall be excused and extended for a period equivalent to the period of such delay; provided, however, nothing in this section contained shall excuse Tenant from the prompt payment of any rent or other charge required of Tenant hereunder except as may be expressly provided elsewhere in this Agreement.

28. Nondiscrimination Covenant. Tenant covenants not to discriminate against or segregate any person or group of persons, on account of race, color, creed, religion, sex, marital status, age, national origin, ancestry, or physical tenure, or on any other basis prohibited by law.

29. Captions. The titles and captions contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Unless otherwise specified to the contrary, all references to Sections are references to Sections of this Agreement and all references to Exhibits are references to Exhibits to this Agreement.

30. Counterparts. This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. Enforcement of Certain Rights. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, and their successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such person, firm or corporation being deemed a third party beneficiary of this Agreement.

32. Interpretation. It is agreed and acknowledged that the provisions of this Agreement have been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

33. **Jurisdiction and Venue.** Landlord and Tenant agree and consent that the venue for any legal and/or equitable action concerning this Agreement shall be Contra Costa County, California.

34. Severability. If any term or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first written above.

The City of Pittsburg	**Delta View Golf Club LLC**
_____,	_____,
Joe Sbranti City Manager	Gary Cursio
APPROVED AS TO FORM:	ATTEST:
_____	_____
Ruthann G. Ziegler, City Attorney	Alice E. Evenson, City Clerk

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