

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF VALLEJO
AND
GREG NORMAN GOLF COURSE DESIGN COMPANY, LLC**

This First Amendment to the Exclusive Right to Negotiate Agreement made and entered into on July 3, 2018, hereafter referred to as Agreement, between the Greg Norman Golf Course Design Company, LLC, a Florida limited liability company, therein referred to as Developer, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this 26 day of Oct 2018.

Developer and City do mutually agree as follows:

- 1. Exercise of Assignment.** Per Section 17, Developer and City hereby agree to assign the Agreement, including all rights and obligations herein, to Blue Rock Springs, LLC., a Delaware limited liability corporation, which is jointly owned by Great White Shark Enterprises dba Greg Norman Company, and Lewis BRS Member LLC., an affiliate of the Lewis group of companies.
- 2. Revised Term of the Agreement.** The Agreement term is currently scheduled to expire on December 31, 2018. As of the date of this First Amendment, and per the terms outlined in Section 2(b), the term of the Agreement is extended by ninety (90) days and shall expire on March 31, 2019.
- 3. Integration.** This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and DEVELOPER shall perform all duties, obligations and conditions required under the Agreement.
- 4. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.
- 5. Ambiguities.** The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.
- 6. Counterparts.** This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.
- 7. Authority.** The person(s) signing this First Amendment for Developer hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Developer.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

ASSIGNOR:

GREG NORMAN GOLF COURSE DESIGN COMPANY, LLC.,
a Florida limited liability company

BY: [Signature]
CHRIS DILLAVOU
Chief Operating Officer

DATE: 12/19/2018

CITY OF VALLEJO,
a municipal corporation

BY: [Signature]
GREG NYHOFF *Janice Cordwell*
City Manager *Acting City Mgr*

DATE: [Signature] 1/10/19

ATTEST: [Signature]
DAWN ABRAHAMSON
City Clerk

ASSIGNEE:

BLUE ROCK SPRINGS, LLC.
a Delaware limited liability company

BY: **LEWIS BRS MEMBER, LLC.,**
a Delaware limited liability company
Its: Member

BY: **LEWIS MANAGEMENT CORP.,**
a Delaware corporation
Its: Sole Manager

BY: [Signature]
DOUG MULL
Title: Authorized Agent

DATE: 12/29/18

APPROVED AS TO CONTENT:

[Signature]
WILL MORAT
Assistant to the City Manager

APPROVED AS TO FORM:

[Signature]
CLAUDIA QUINTANA
City Attorney

APPROVED AS TO INSURANCE:

[Signature]
Erica Leahy
Acting Risk Manager

BY: **GREAT WHITE SHARK ENTERPRISES, LLC.,**
a Florida limited liability company
Its: Member

BY: [Signature]
CHRIS DILLAVOU

DATE: 12/19/2018

(City Seal)



GREAT-4

OP ID: LX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2018

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 Bruce Gendelman Co., Inc. Suite 101 500 W Brown Deer Rd Milwaukee, WI 53217 Bruce Gendelman	262-478-1000	CONTACT NAME: Linda Anderson ext 44 PHONE (A/C, No, Ext): 262-478-1000 FAX (A/C, No): 262-478-1001 E-MAIL ADDRESS: landerson@gendelman.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company NAIC # 41297 INSURER B: INSURER C: Hartford Casualty Insurance Co 29424 INSURER D: INSURER E: INSURER F:	
INSURED Greg Norman Golf Course Design 2041 Vista Pkwy, Level 2 West Palm Beach, FL 33411		

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 INSO	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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BCS0036396 INCL CGL & CONTRACTUAL	06/30/2018	06/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BCS0036396	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 0	Y		XLS0102678	06/30/2018	06/30/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	83WECBZ3298	06/30/2018	06/30/2019	<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

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

City of Vallejo is additional insured for General Liability and Umbrella Liability coverages if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Vallejo Att: Jose McNeill, Prop/Ass Mg 555 Santa Clara Street Vallejo, CA	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 <i>Bruce Gendelman</i>
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