

FIRST AMENDMENT
TO LEASE
BUCKLEY COVE – STOCKTON SAILING CLUB

THIS FIRST AMENDMENT to the lease, dated June 21, 1988, between the CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California, as "LESSOR" and STOCKTON SAILING CLUB, a California corporation, as "LESSEE," is hereby effective _____, 2023, upon the following terms and conditions. All other terms and conditions shall remain in full force and effect and remain as stated in the original Lease Agreement.

Section 1. Section 2.1 of Article II is hereby amended and shall be as follows:

Section 2.1 Term:

The term of this lease shall commence on July 1, 1988, and end at midnight, June 30, 2043, unless sooner terminated as provided in this lease.

Section 2. Section 5.7 of Article V is hereby amended to include the following:

Section 5.7 Construction of Improvements

(f) Removal and replacement of dock A or B.

- This project will include the removal of A dock or B dock and replacement with a new dock structure of equal or greater size. The improvements in this subsection (f) shall be completed no later than December 31, 2027.

Section 3. Article IV is hereby amended to include the following:

Section 4.5 Community Events

Lessee will host not less than six (6) events per calendar year that will provide community interaction through educational programs, networking gatherings, holiday celebrations and other special events, designed to engage the entire Stockton community (each a "Community Event"). Outreach for Community Event involvement will incorporate all zip codes within Stockton and will include at a minimum, digital marketing (social media, digital newsletter, website posting, etc.). Community Events must be open to the public, though Lessee may charge reasonable amounts for admission.

This section 4.5 shall go into effect beginning 2023. The number of Community Events shall be prorated at a rate of one (1) Community Event for every two (2) whole months during the final year of the Lease.

The parties agree that Lessee's failure to hold the requisite number of Community Events in a calendar year cannot be remedied or cured. Instead, Lessee shall pay to Lessor a penalty equal to one month's rent (at the then-current monthly rate) for each missed Community Event in a calendar year, due no later than January 31 of the following year and, in the final year of the Lease, no later than 30 days after the Lease is terminated or expires.

IN WITNESS WHEREOF:

ATTEST:

CITY OF STOCKTON, a Municipal
Corporation

By: _____
ELIZA R. GARZA
CITY CLERK OF THE
CITY OF STOCKTON

By: _____
HARRY BLACK
CITY MANAGER

APPROVED AS TO FORM:

STOCKTON SAILING CLUB, a California
Corporation

CITY ATTORNEY

By:  _____
Linda Buck
COMMODORE