

**FIRST AMENDMENT TO 2019 AMENDED AND RESTATED LEASE
AND AGREEMENT WITH EBIT GOLF INC. FOR GOLF COURSE OPERATIONS
AT RIVERSIDE MUNICIPAL GOLF COURSE**

This FIRST AMENDMENT TO AGREEMENT (First Amendment) is effective _____ (Effective Date), and amends the Agreement entered into by and between the City of Fresno, a California municipal corporation (City), and EBIT GOLF INC., a California corporation (Lessee).

RECITALS

- A. WHEREAS, the City owns Riverside Municipal Golf Course; and
- B. WHEREAS, the City and Lessee entered into a lease agreement on September 17, 2009, to manage golf course operations at Riverside Municipal Golf Course; and
- C. WHEREAS, the City and Lessee entered into an Amended and Restated Lease and Agreement on March 1, 2019 (Agreement), to extend the term of the lease with modified terms and conditions; and
- D. WHEREAS, pursuant to the City of Fresno adopted Master Fee Schedule, Lessee is obligated to collect the Arts, Parks, Entertainment & Sports surcharge fee (APES fee) on all tickets sold for attendance at all event types and on each round of golf, remitting the fees to the City; and
- E. WHEREAS, the Parties desire to modify the Agreement to incorporate the APES surcharge fee in accordance with the Master Fee Schedule through the remainder of the lease term and any extensions or renewals thereof; and
- F. WHEREAS, the Parties desire to clarify the process and responsibilities of programming the 5-year capital improvement plan, and the City shall determine whether to approve and fund any proposed capital improvements; and
- G. WHEREAS, the Parties desire to modify Exhibit B of the Agreement to clarify limited tree trimming is a responsibility of the Lessee; and
- H. WHEREAS, with entry into this First Amendment, the Lessee agrees it has no claim, demand, or dispute against the City.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

- 1. The recitals to this Amendment are incorporated and made a part of this Amendment.
- 2. Beginning June 1, 2026, Lessee shall collect an APES surcharge fee in the amount of \$1.00 per ticket sold for attendance at all event types and on each round of golf, subject to adjustment by the City pursuant to the Master Fee Schedule.
- 3. Lessee shall remit all collected APES fees to the City on a quarterly basis, within twenty (20) days following the close of each calendar quarter for the remainder of the term and any extension or renewal thereof. The APES fees are excluded from 'Gross Receipts' as defined in Section 4.4 of the Agreement and will be in addition to the approved green fee schedule.

4. Section 6.1 of the Agreement is hereby deleted in its entirety and replaced by the following:

“6.1 Lessee and City agree to meet at least annually to update a rolling five-year capital improvement plan (CIP) for the facility. Using the CIP, Lessee shall make written recommendations regarding capital improvements to the Leased Premises. Lessee shall submit such written recommendations to the City for review. The City will make a determination as to whether the proposed capital improvements will be approved for inclusion on the five-year CIP. The City shall have thirty (30) calendar days to review and respond to the written recommendation. The City, in its sole discretion, shall determine whether proposed capital improvements are approved and to fund the capital improvement. The City's decision in this matter shall be final. All capital improvements must follow all relevant building and environmental permit regulations. Prior to proceeding with construction, the lessee shall show proof of required permits in order to receive a written notice to proceed with construction. For purposes of this Agreement, capital improvements shall be defined as improvements which shall become a permanent part of the real property requiring a minimum investment of Two Thousand Five Hundred Dollars (\$2,500) with a minimum expected life of seven (7) years. In addition, tree replanting, root pruning, and tree removal regardless of cost shall also constitute a capital improvement for purposes of this Agreement.

Notwithstanding the foregoing, in the event of an emergency condition that poses an immediate threat to the health, safety, or operational continuity of the golf course, Lessee may undertake necessary capital repairs without prior written City approval, provided that: (i) Lessee provides written notice to the City as soon as practicable, but no later than twenty-four (24) hours after commencing emergency work; (ii) the scope of work is limited to that reasonably necessary to address the emergency condition; (iii) Lessee obtains all required permits; and (iv) Lessee submits a written report to the City within ten (10) calendar days of completion describing the emergency, work performed, and costs incurred.”

5. Exhibit B “Section 9” of the Agreement is hereby deleted in its entirety and replaced by the following:

“9. Tree Pruning: Pruning of trees shall be done as needed to achieve the following:

- a. To remove suckers, water sprouts and other undesirable growth on trees.
- b. Trees: Clearance prune, two (2) times per year or as needed.
- c. To shorten or remove lower branches wherever they pose a problem to pedestrians, carts, or vehicles: seven (7) feet for pedestrian areas, walkways, and cart paths; fourteen (14) feet for limbs or parts of trees that overhang into vehicular roadways.
- d. Lessee will comply with City ordinances governing tree trimming work and traffic control regulations during work.”

6. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above.

CITY OF FRESNO,
a California municipal corporation

EBIT GOLF INC., a California corporation

By: _____
Georgeanne A. White
City Manager

Signed by:
By: Michael Sharp _____ 4/15/2026
7B2346AE05434E8...

Name: Michael Sharp

Title: President/CEO
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by:
By: Tom Bugbee _____ 4/15/2026
1C7FB67DEC9E4D4...

Name: Tom Bugbee

Title: COO
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Signed by:
By: Sukhman Sekhon _____ 4/15/2026
6917A7D9D8364A9... Date
Sukhman S. Sekhon
Deputy City Attorney

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Deputy _____ Date