

SECOND AMENDMENT TO GOLDEN GATE YACHT CLUB LEASE

THIS SECOND AMENDMENT (this "Amendment") is made as of _____, 2013, in San Francisco, California, by and between CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the Recreation and Park Commission ("City" or "Lessor") and GOLDEN GATE YACHT CLUB, a California corporation ("Lessee").

RECITALS

THIS AMENDMENT is made with reference to the following facts and circumstances:

A. City and Lessee entered into that certain Golden Gate Yacht Club Lease at Marina Yacht Harbor, San Francisco, dated as of July 25, 1991 (the "Original Lease"), pursuant to which Lessee, as tenant, leases from City certain land and water in the Marina Yacht Harbor, more particularly described as the "Demised Premises" in Section 1 of the Original Lease, for the purpose of operating and maintaining a first rate and complete non-profit recreational boating and racing oriented yacht club as more particularly specified in Section 2 of the Original Lease. City's Board of Supervisors approved the Lease under Ordinance No. 125-92, adopted April 27, 1992. The Demised Premises are part of the area sometimes known as the "West Harbor."

B. The Original Lease was amended by that certain First Amendment to the Golden Gate Yacht Club Lease, dated February 1, 1999 (the "First Amendment"), pursuant to which, among other matters, the term of the lease was reduced, Lessee was granted an option to extend the term of the lease, and the percentage Annual Minimum Rent Guarantee for each year beginning January 1, 2000 was set at \$54,000.

C. The Original Lease as amended by the First Amendment is referred to herein as the "Lease," and following the Effective Date (as defined below) of this Amendment the term "Lease" shall refer to the Lease, as amended by this Amendment. Unless otherwise referred to in this Amendment, capitalized terms shall have the meanings ascribed to them in the Lease.

D. The term of the Lease is presently scheduled to expire May 31, 2017. City and Lessee presently desire to extend the term of the Lease for an additional 24 years, through May 31, 2041.

E. City is performing a major improvement project in the West Harbor (the "Harbor Renovation Project"), and as a result of such Harbor Renovation Project, certain of the berths in the West Harbor have been or will be reconfigured, including berths within the Demised Premises. As a result of such reconfiguration the description of the Demised Premises set forth in the Lease must be modified to reflect the new berth configuration.

F. As acknowledged in the Lease, title to the buildings within the Demised Premises has historically rested with Lessee, and improvements to the clubhouse and other portions of the Demised Premises to be made during the Lease term are Lessee's responsibility. City and Lessee have identified certain improvements that are necessary or desirable to address maintenance needs and accessibility requirements, including interior improvements to the clubhouse and the installation of a new public access ramp to the adjacent piers.

G. Accordingly, the parties presently desire to enter into this Amendment to amend the Lease to (i) extend the term of the Lease, (ii) modify the description of the Demised Premises, (iii) provide that Lessee will perform certain improvements to the clubhouse and the public access ramp, (iv) require Lessee to provide certain youth educational programs, (v) increase the amount of the Annual Minimum Rent Guarantee under the Lease, (vi) establish a maintenance fund for future maintenance and improvements to the Demised Premises, (vii) update standard contractual provisions, and (viii) modify the Lease in certain other respects, all on the terms and conditions more particularly set forth below.

NOW, THEREFORE, in consideration of the matters described in the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, City and Lessee agree as follows:

- 1. Demised Premises.** Effective as of the Effective Date (as defined in Section 20 below)
- (i) Exhibit A to the Lease is deleted and the attached Exhibit A-2 is substituted therefor, and
 - (ii) Section 1 (Extent of Leasehold) of the Original Lease is deleted and the following provision is substituted therefor:

“1. Demised Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described real property, which is comprised of a total land and water area of approximately 22,000 square feet. This area includes the clubhouse, grounds, dock space, parking area, and nine (9) boat berths, to wit, a portion of that certain premises which occupies 370 linear feet of berth, as outlined and labeled “Demised Premises” on the attached Exhibit A-2 (the “Demised Premises”).”

- 2. Extension of Term; No Further Option to Extend.** Effective as of the Effective Date (i) the Term of the Lease is extended through May 31, 2041, and (ii) Section 4 of the First Amendment, which granted Lessee and option to extend the Term of the Lease, is deleted in its entirety.

3. Required Improvements.

(a) Required Improvements. Upon the Effective Date of this Amendment, Lessee, at Lessee’s sole cost and expense, shall promptly commence and diligently pursue to completion the specific interior improvements and alterations to the clubhouse detailed in Exhibit B-2 attached hereto (the “ADA and Upgrade Improvements”), and shall install a new public access ramp to the adjacent piers in the manner detailed in Exhibit C-2 attached hereto (the “Ramp Work”). The ADA and Upgrade Improvements and the Ramp Work are sometimes referred to collectively herein as the “Proposed Improvements.” The Proposed Improvements are the final result of negotiations between Lessee and City, and, following environmental review, City hereby approves the Proposed Improvements for the purposes of the Lease. City and Lessee understand, acknowledge and agree that prior to commencing the Proposed Improvements, Lessee shall be required to obtain the approval of any regulatory agency that may have jurisdiction. Lessee and City agree that, subject to receipt of approval of all applicable regulatory agencies, such work shall be completed within 180 days of the Effective Date. If Lessee does not complete each and every Proposed Improvement within 180 days following the Effective Date and in the manner provided herein, such failure shall constitute an event of default under the Lease, subject to applicable notice and cure periods; provided, however, that if the failure to complete the Proposed Improvements within such time period is due to the failure of the applicable governmental authority, following receipt of all of the required plans and other information, to issue the required building permits or approvals within thirty (30) days after the application is filed (or, if later, after required plans and other information is submitted), then such 180 day period shall be extended to account for any delay beyond thirty (30) days in obtaining building permits following the submittal of the application and requisite plans, construction documents or other information (provided that if the failure to obtain such building permits within thirty (30) days after the application is filed and plans and information is submitted results from Lessee’s submittal of applications, plans or construction documents that do not comply with building codes or other legal requirements, then such thirty (30) day period shall not commence until compliant plans or construction documents are submitted). Furthermore, if such permits or approvals are appealed or other legal action is filed to challenge the permits or approvals, and as a result thereof final issuance of the permits or approvals is delayed, then the 180 time period shall be extended to account for any delay caused by the appeal or litigation.

(b) Rent Credit for Ramp Work. Lessee shall deliver to City an itemized statement of the actual costs expended by Lessee on the Ramp Work, accompanied by documentation substantiating such expenditures and the applicable dates such expenditures were made. Lessee shall receive a credit against the rent due under Section 6.I. and Section 6.II. of the Lease in the amount equal to the lesser of (i) \$44,000 or (ii) one-half (1/2) of the total cost of the Ramp Work. City shall have the right on written

notice to Lessee to audit or review (at City's election) Lessee's books and records with respect to the Ramp Work.

(c) **Requirements.** All improvements made hereunder shall comply with the provisions of Section 23 of the Lease, as amended by this Amendment.

4. Educational Activities. Effective as of the Effective Date a new Section 2.1 shall be added to the end of Section 2.1 of the Original Lease as follows:

"2.1 **Educational Activities.** Commencing not later than 30 days after the Effective Date of the Second Amendment to this Lease, Lessee shall implement the youth educational program(s) described in Exhibit D-2 to the Second Amendment to this Lease."

5. Rent; Annual Minimum Rent Guarantee. Effective as of the Effective Date, item E of the description of the amount of the Annual Minimum Rent Guarantee set forth in Section 6.II of the Lease is deleted and the following is substituted therefore: "E. In no event shall rent be less than \$85,000 per year."

6. Maintenance Fund. Effective as of the Effective Date Section 6.III is added to the Lease as follows:

"III. MAINTENANCE FUND. Lessee shall establish a segregated interest-bearing depository account for use for the purposes set forth in this Section, with a depository institution reasonably approved by City in writing (the "Maintenance Account"). In addition to rent described in this Lease, on each June 1 of the Term, commencing on June 1, 2017, Lessee shall deposit into the Maintenance Account the lesser of 3% of Gross Receipts for the prior calendar year or Forty Five Thousand Dollars (\$45,000), subject to a credit for Qualifying In-Kind Contributions actually received in the previous twelve (12) month period, as described below. The funds in the Maintenance Account (the "Maintenance Funds") shall be used solely for the payment of Qualifying Non-Routine Work. Commencing on June 1, 2017, Lessee shall annually submit to City a maintenance plan, reasonably detailing anticipated non-routine improvement, repair, replacement and maintenance work to be performed to the Demised Premises and an estimated budget for such work, and the General Manager shall confirm in writing whether the proposed work would qualify as appropriate non-routine improvement, repair, replacement or maintenance of the Demised Premises (which confirmation shall not be unreasonably withheld or delayed). Lessee may update the maintenance plan and estimated budget from time to time during the year by written notice to City. As used in this Section "Qualifying Non-Routine Work" means the non-routine improvement, repair, replacement or maintenance of the Demised Premises that has been proposed by Lessee and confirmed as appropriate in advance by the General Manager in writing as provided above. If part or all of the materials or labor required to perform Qualifying Non-Routine Work is donated to Lessee, Lessee shall provide City with reasonable written documentation of the donation (such as signed and dated time sheets or signed and dated receipts for materials) and value thereof, based on standard objective sources reasonably approved by the General Manager, and provided that the General Manager approves the documentation and the valuation (which approval shall not be unreasonably withheld), the approved value of the donated materials or labor (the "Qualifying In-Kind Contributions") shall be credited against the next deposit into the Maintenance Account due hereunder. If the Qualifying Non-Routine Work (including, if applicable, the portion thereof provided through Qualifying In-Kind Contributions) exceeds the minimum annual deposit into the Maintenance Fund required by this Paragraph 6.III for any particular year or years, then the amount of such overage shall be credited to the deposit requirements for subsequent years.

Lessee shall keep accurate books and records of all costs incurred in connection with the Qualifying Non-Routine Work in accordance with accounting principles generally accepted in the construction industry and retain copies of the deposit slips (or other documentation of the deposits required hereunder) and documentation of the Qualifying In-Kind Contributions as permanent records, and City may at City's election review any such records from time to time and upon reasonable notice. Commencing on June 1, 2018, and on each June 1 thereafter, Lessee

shall deliver to City an itemized statement of the payments made by Lessee from the Maintenance Account during the preceding twelve month period, accompanied by reasonable documentation substantiating such expenditures and the applicable dates such expenditures were made.

The insufficiency of the balance in the Maintenance Account shall not abrogate Lessee's obligation to fulfill the preservation and maintenance covenants in this Lease. Upon termination of this Lease, any unexpended monies within the Maintenance Account shall become the property of the City."

7. Improvements and Alterations. Effective as of the Effective Date the second and third grammatical paragraphs of Section 23 (Repair, Maintenance and Improvement by Lessee) of the Lease shall be deleted and the following provisions shall be substituted therefor:

"Lessee shall not construct, install or otherwise place any improvements or make or permit any alterations in, to or about the premises, without the prior written consent of the General Manager of the San Francisco Recreation and Park Department (the "General Manager") in each instance, which the General Manager may give or withhold in his or her sole and absolute discretion with respect to any improvements or alterations visible from the exterior of the buildings and in his or her reasonable discretion with regard to any interior improvements or alterations not visible from the exterior of the buildings. Subject to the General Manager's consent as provided above, any permitted improvements or alterations shall be done at Lessee's sole expense (i) in strict accordance with designs, plans and specifications approved in advance by the General Manager in writing, (ii) by duly licensed and bonded contractors or mechanics approved by the General Manager, (iii) in a good and professional manner, (iv) in strict compliance with all laws (including, without limitation, all health, disabled access and building codes and ordinances), and (v) subject to all other conditions that the General Manager or the San Francisco Recreation and Park Commission may reasonably impose, including, without limitation, provision of such completion security as is reasonably acceptable to City. In no event shall the construction or installation of any such improvements or the making of any alterations impair the use or operation of Recreation and Park Department facilities, or any portion thereof, or the Department's access thereto. Prior to the commencement of any work on the premises to construct any permitted improvements or make any permitted alterations, Lessee, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to City. No material change from the plans and specifications approved by City may be made without City's prior written consent. City and its agents shall have the right to inspect the course of such construction at all reasonable times upon reasonable notice. Upon completion of such improvements or alterations, upon City's request, Lessee shall furnish City with a complete set of final as-built plans and specifications. Lessee shall require from each contractor and subcontractor performing any work on or about the premises a policy of commercial general liability insurance, with such limits as may reasonably be required by City from time to time, but in any event not less than One Million Dollars (\$1,000,000) combined single limit."

8. Hazardous Materials. Effective as of the Effective Date Section 28 (Hazardous Materials/Pesticides) of the Lease is deleted and the following provision is substituted therefor:

"28. Hazardous Materials.

28.1 No Hazardous Materials. Lessee covenants and agrees that neither Lessee nor any of its Agents or clients, customers, invitees, guests, members and licensees, assignees and sublessees ("Invitees") shall cause or permit any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Demised Premises or any Improvements or transported to or from the Demised Premises or any Improvements, other than typical cleaning products, typical material used for office work at the Demised Premises, and fuel and oil stored within vessels parked in the boat slips, all in compliance with applicable laws. Notwithstanding the foregoing, Lessee shall not be responsible for any handling of Hazardous Materials by members of the public outside of Lessee's control outside of the interior of

buildings on the Demised Premises or the handling of Hazardous Materials by City, except to the extent such handling is caused by, arises from, or is exacerbated by the negligence or willful misconduct of Lessee or any agent, employee, licensee, contractor, vendor or subtenant of Lessee. Lessee shall immediately notify City if and when Lessee learns or has reason to believe there has been any Release of Hazardous Material in, on or about the Demised Premises or any Improvements. City may from time to time request Lessee to provide adequate information for City to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable present or future federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises (including any permitted Improvements) and any other property, including, without limitation, soil, air and groundwater conditions ("Environmental Laws"), and Lessee shall promptly provide all such information. Without limiting City's right to access the Demised Premises pursuant to the terms and conditions of this Lease or as provided by applicable law, City and its Agents shall have the right to inspect the Demised Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Lessee (except in the event of an emergency). As used herein, "Hazardous Material" means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health and Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Demised Premises, any improvements to be constructed on the Premises by or on behalf of Lessee, or are naturally occurring substances on, in or about the Demised Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids.

28.2 Lessee's Environmental Indemnity. If Lessee breaches any of its obligations contained in Section 28.1, or, if any act or omission or negligence of Lessee or any of its Agents or Invitees results in any Release (as defined below) of Hazardous Material in, on, under or about the Demised Premises (including any Improvements thereon) or any other City property, without limiting Lessee's general indemnity contained in this Lease, Lessee, on behalf of itself and its successors and assigns, shall indemnify, protect, defend and hold harmless City, including, but not limited to, all of its boards, commissions, departments, agencies and other subdivisions, including, without limitation, the Department, and all of its and their respective Agents, and their respective heirs, legal representatives, successors and assigns, and each of them (collectively, the "Indemnified Parties") from and against all Hazardous Materials claims arising during or after the Term of this Lease to the extent relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the Investigation and Remediation (as such terms are defined below) of Hazardous Material and with the restoration of the Demised Premises or any other City property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Demised Premises or other City property to the extent relating to such Release. Without limiting the foregoing, if Lessee or any of Lessee's Agents or Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Demised Premises or any other City property, Lessee shall, immediately, at no expense to City, take any and all appropriate actions to return the Demised Premises or other City property affected thereby to the condition existing prior to such Release and otherwise Investigate and Remediate the Release in accordance with all Environmental Laws. Lessee shall provide City with written notice of and afford City a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or

other compromise or proceeding involving Hazardous Material. As used in this Lease, (i) "Release" means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any improvements, or in, on, under or about the Demised Premises or Recreation and Park Department facilities or any portion thereof, (ii) "Investigation" means any activity undertaken to determine the nature and extent of Hazardous Material that may be located in, on, under or about the Demised Premises, any improvements or any portion thereof or which have been, are being, or threaten to be Released into the environment, including, without limitation, preparation of site history reports and sampling and analysis of environmental conditions in, on, under or about the Premises or any improvements, and (iii) "Remediation" means any activities undertaken to clean up, remove, contain, treat, stabilize, monitor or otherwise control any Hazardous Material located in, on, under or about the Demised Premises or Recreation and Park Department facilities or which have been, are being, or threaten to be Released into the environment, and includes, without limitation, those actions included within the definition of "remedy" or "remedial action" in California Health and Safety Code Section 25322 and "remove" or "removal" in California Health and Safety Code Section 25323.

28.3 Hazardous Substance Disclosure. California law requires landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, Lessee is hereby advised that occupation of the Demised Premises may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, cleaning fluids, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. By execution of this Lease, Lessee acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes.

28.4 Pesticides Prohibition. Lessee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (iii) require Lessee to submit to the Department an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Lessee may need to apply to the Demised Premises during the terms of this Lease, (b) describes the steps Lessee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (c) identifies, by name, title, address and telephone number, an individual to act as the Lessee's primary IPM contact person with the City. In addition, Lessee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance."

9. Indemnification. Effective as of the Effective Date Section 30 (Indemnification) of the Lease is deleted and the following provision is substituted therefor:

"30. Waiver of Claims; Indemnification

"30.1 Waiver of Claims. Lessee covenants and agrees that City shall not be responsible for or liable to Lessee for, and, to the fullest extent allowed by Law, Lessee hereby waives all rights against City and its Agents and releases City and its Agents from, any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses"), including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Demised Premises or any other City property, from any cause whatsoever. Nothing herein shall relieve City from liability to the extent caused by the gross negligence or willful misconduct of City or its Agents, but City shall not be liable under any circumstances for any consequential, incidental or punitive damages. Without limiting the foregoing:

(a) Lessee expressly acknowledges and agrees that the rent payable hereunder does not take into account any potential liability of City for any consequential or

incidental damages including, but not limited to, lost profits arising out of disruption to the Improvements or Lessee's uses hereunder. City would not be willing to enter into this Lease in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of City or its Agents, and Lessee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Lessee or other waivers contained in this Lease and as a material part of the consideration for this Lease, Lessee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against City for consequential and incidental damages (including without limitation, lost profits), and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Lease or the uses on the Demised Premises authorized hereunder, including, without limitation, any interference with uses conducted by Lessee pursuant to this Lease regardless of the cause, and whether or not due to the negligence or gross negligence of City or its Agents.

(b) In connection with the foregoing releases, Lessee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Lessee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Lessee realizes and acknowledges that it has agreed upon this Lease and the Second Amendment to this Lease in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Lease."

"30.2 Lessee's Indemnity. Lessee, on behalf of itself and its successors and assigns, shall indemnify, protect, defend and hold harmless City and the other Indemnified Parties from and against any and all Losses to the extent incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any accident, injury to or death of a person, including, without limitation, Agents and Invitees of Lessee, or loss of or damage to property (including, without limitation, the Recreation and Park Department facilities) howsoever or by whomsoever caused, occurring in, on or about the Demised Premises or any other City property; (b) any default by Lessee in the observation or performance of any of the terms, covenants or conditions of this Lease to be observed or performed on Lessee's part; (c) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Lessee, its Agents or Invitees or any person or entity claiming through or under any of them, of the Demised Premises or any Improvements; (d) the condition of the Demised Premises or any Improvements constructed by or on behalf of Lessee, or Lessee's failure to properly repair or maintain any Improvements on the Demised Premises; (e) any construction or other work undertaken by Lessee on or about the Demised Premises or any Improvements whether before or during the Term of this Lease; or (f) any acts, omissions or negligence of Lessee, its Agents or Invitees, or of any trespassers, in, on or about the Demised Premises or any Improvements; all regardless of the active or passive negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on, the Indemnified Parties, except to the extent that such Indemnity is void or otherwise unenforceable under applicable Law in effect on or validly retroactive to the date of this Lease and further except only such Losses to the extent caused by the gross negligence or intentional wrongful acts and omissions of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any Loss. Lessee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time

such claim is tendered to Lessee by City and continues at all times thereafter. Lessee's obligations under this Section shall survive the expiration or sooner termination of the Lease."

10. Additional General Provisions. Effective as of the Effective Date, Sections 62 through 72 are added to the Lease as follows:

"62. Conflicts of Interest. Through its execution of this Lease, Lessee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of such provisions, and agrees that if Lessee becomes aware of any such fact during the term of this Lease Lessee shall immediately notify City."

"63. First Source Hiring Ordinance. The provisions of San Francisco Administrative Code Chapter 83, the First Source Hiring Program, are incorporated in this Section by reference, and are made a material part of this Lease as though fully set forth herein. As an essential term of, and consideration for, this Lease, unless exempted by the City's Office of Economic and Workforce Development, Lessee shall enter into a First Source Hiring Agreement with the City, on or before the effective date of the Lease. Lessee shall keep, and provide to the City, accurate records demonstrating its compliance with the First Source Hiring Program. Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the Office of Economic and Workforce Development."

"64. Notification of Limitations on Contributions. Through its execution of this Lease, Lessee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Lessee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Lessee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Lessee's board of directors, and Lessee's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Lessee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Lessee. Additionally, Lessee acknowledges that Lessee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Lessee further agrees to provide to City the name of the each person, entity or committee described above."

"65. Preservative-Treated Wood Containing Arsenic. As of July 1, 2003, Lessee may not purchase preservative-treated wood products containing arsenic in the performance of this Lease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Lessee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Lessee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater

immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater."

"66. Food Service Waste Reduction Requirements. Lessee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Lease as though fully set forth. This provision is a material term of this Lease. By entering into this Lease, Lessee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, without limiting City's other rights and remedies, Lessee agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Lease was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Lessee's failure to comply with this provision."

"67. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Lessee shall remove all graffiti from the Property within forty eight (48) hours of the earlier of Lessee's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. Sections 101 et seq.). Any failure of Lessee to comply with this Section of this Lease after notice and a reasonable opportunity to cure such breach shall constitute an Event of Default of this Lease."

"68. Sunshine Ordinance. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request."

"69. Sustainable Foods. Sustainable foods are those which, through their production, purchase, and consumption, enhance the health of the environment, producers and consumers

through one or more of these methods: growing, processing and distributing locally; using low or no synthetic agricultural chemicals; fairly trading with developing countries; meeting animal welfare standards; processing minimally; no genetic modification; no unnecessary antibiotics; and no added growth hormones.

Lessee shall use commercially reasonable efforts to incorporate sustainable food concepts into everyday operations of the business on the Demised Premises. City encourages Lessee to source sustainable foods by buying certified and/or locally produced food products. Acceptable sustainability certifications are limited to organic certification under the National Organic Standards Act ("USDA Organic), Fair Trade certification, Protected Harvest certification, Food Alliance certification, Rainforest Alliance certification, Certified Humanely Raised and Handled certification, American Humane certification, Marine Stewardship Council certification, and Salmon-Safe certification. Sustainability-related product claims that are acceptable under this clause include "grass-fed" claims, "not treated with artificial growth hormones (RBGH)" claims," produced without the nontherapeutic use of antibiotics" claims, and "raised without added hormones/no hormones added" claims.

Locally produced food products are produced within 200 miles of San Francisco including the following counties in the North Coast, Central Coast, Sacramento and San Joaquin Valleys: Alameda, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kern, Kings, Lake, Madera, Marin, Mariposa, Mendocino, Merced, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, and Yuba counties.

At City's request made not more frequently than annually, Lessee shall provide an report outlining how Lessee incorporated these sustainable food concepts into everyday operations of the food and beverage concession and how Lessee informed customers and the youth employed by the Lessee, if any, regarding sustainable foods. This report shall include the percentage of total sales that were products certified as sustainably produced."

"70. Prevailing Wages for Theatrical Workers. Pursuant to San Francisco Administrative Code Sections 21.C-4 and 21.C-7, unless excepted, Contracts, Leases, Franchises, Permits, and Agreements awarded, let, issued or granted by the City and County of San Francisco for the use of property owned by the City and County of San Francisco shall require any Individual engaged in theatrical or technical services related to the presentation of a Show to be paid not less than the Prevailing Rate of Wages. Individuals engaged in theatrical and technical services include, without limitation, those engaged in rigging, sound, projection, theatrical lighting, videos, computers, draping, carpentry, special effects, and motion picture services. Capitalized terms in this Section that are not defined in this Lease shall have the meanings provided in Administrative Code Sections 21.C-4 and 21.C-7.

Lessee agrees to comply with and be fully bound by, and to require its Subcontractors to comply with and be fully bound by, the provisions of Administrative Code Sections 21.C-4 and 21.C-7, including, without limitation, the payment of any penalties for noncompliance and other remedies available to the City. The provisions of Administrative Code Sections 21.C-4 and 21.C-7 are hereby incorporated by reference and made a part of this Lease. Lessee shall cooperate fully with the Labor Standards Enforcement Officer and any other City official or employee, or any of their respective agents, in the administration and enforcement of the requirements of Administrative Code Sections 21.C-4 and 21.C-7, including, without limitation, any investigation of noncompliance by Lessee or its Subcontractors. Lessee agrees that the City may inspect and/or audit any workplace or job site involved in or related to the performance of this Lease, including, without limitation, interviewing Lessee's and any Subcontractor's employees and having immediate access to employee time sheets, payroll records, and paychecks for inspection.

Lessee may obtain a copy of the current Prevailing Rate of Wages from City by contacting its Office of Labor Standards Enforcement. Lessee acknowledges that the City's Board of Supervisors may amend such Prevailing Rate of Wages and agrees that Lessee and any

Subcontractors shall be bound by and shall fully comply with any such amendments by the Board of Supervisors.”

“71. Intellectual Property; Music Broadcasting Rights. Lessee shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property on the Premises, including, but not limited to musical or other performance rights.”

“72. Supervision of Minors.

(a) Records Request. If any person applies for employment or for a volunteer position with Lessee, or any sublessee or subcontractor, in which such applicant would have supervisory or disciplinary power over a minor or any person under such applicant's care, then Lessee, and any sublessee or subcontractors providing services at the Premises, shall request from the California Department of Justice records of all convictions or any arrest pending adjudication of such applicant involving the offenses listed in Welfare and Institution Code Section 15660(a), in accordance with the procedures established in California Penal Code Section 11105.3.

(b) Restriction on Hires for Recreational Sites. If Lessee, or any sublessee or subcontractor, is providing services under this Lease at a City park, playground, recreational center or beach (separately and collectively, “Recreational Site”), Lessee shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position to provide supervisory or disciplinary power over a minor or any person under his or her care if that person has been convicted of any offense listed in Welfare and Institution Code Section 15660(a).

(c) Notice Required for Sites Other Than Recreational Sites. If Lessee, or any of its sublessees or subcontractors, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code Section 11105.3(c), then Lessee shall comply, and cause its sublessees and subcontractors to comply, with Penal Code Section 11105.3(c) and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Lessee shall provide, or cause its sublessees or subcontractors to provide, City with a copy of any such notice at the same time that it provides notice to any parent or guardian, to the extent permitted by law.

(d) General Requirements. Lessee shall expressly require any of its subcontractors with supervisory or disciplinary power over a minor to comply with this Section of the Lease as a condition of its contract with the subcontractor. Lessee acknowledges and agrees that failure by Lessee or any of its subcontractors to comply with any provision of this Section of this Lease shall constitute an Event of Default. Lessee further acknowledges and agrees that such Event of Default shall be grounds for the City to terminate the Lease, partially or in its entirety, to recover from Lessee any amounts paid under this Lease, and to withhold any future payments to Lessee. The remedies provided in this Section shall not limited any other remedy available to the City hereunder, or in equity or law for an Event of Default, and each remedy may be exercised individually or in combination with any other available remedy. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.”

11. Revised General Provisions. Effective as of the Effective Date Section 6.1 (Non-Discrimination) and Section 6.2 (Tropical Hardwood and Virgin Redwood Ban) of the First Amendment are deleted and the following provisions are substituted therefor:

"6.1 Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate. In the performance of this Lease, Lessee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Lessee, in any of Lessee's operations within the United

States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Lessee.

(b) Subleases and Other Subcontracts. Lessee shall include in all subleases and other subcontracts relating to the Demised Premises a non-discrimination clause applicable to such sublessee or other subcontractor in substantially the form of subsection (a) above. In addition, Lessee shall incorporate by reference in all subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all sublessees and other subcontractors to comply with such provisions. Lessee's failure to comply with the obligations in this subsection shall constitute a material breach of this Lease.

(c) Non-Discrimination in Benefits. Lessee does not as of the date of this Lease and will not during the Term, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to Lease. As a condition to this Lease, Lessee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Lease as though fully set forth herein. Lessee shall comply fully with and be bound by all of the provisions that apply to this Lease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Lessee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Lease may be assessed against Lessee and/or deducted from any payments due Lessee."

"6.2 Tropical Hardwood and Virgin Redwood Ban. Lessee shall not permit the use of any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in or on the Demised Premises or otherwise in the performance of this Lease. The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. In the event Lessee fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Lessee shall be liable for liquidated damages for each violation in any amount equal to Lessee's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater."

12. Burma Prohibition Deleted. Effective as of the Effective Date Section 6.5 (Burma (Myanmar) Business Prohibition) of the First Amendment is deleted from the Lease.

13. No Joint Venture. This Amendment or any activity by City hereunder does not create a partnership or joint venture between City and Lessee relating to the Lease or otherwise. This Amendment does not constitute authorization or approval by City of any activity conducted by Lessee, and City shall in no way be responsible for the acts or omissions of Lessee on the Demised Premises or otherwise.

14. Attorneys Fees. In the event a dispute arises concerning this Amendment, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Amendment, reasonable fees of attorneys of City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

15. Cooperative Drafting. This Amendment has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Lease reviewed and revised by legal counsel. No party shall be considered the drafter of this Amendment, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Amendment.

16. References. No reference to this Amendment is necessary in any instrument or document at any time referring to the Lease. Any future reference to the Lease shall be deemed a reference to such document as amended hereby.

17. No Third Party Beneficiaries. This Amendment shall not be deemed to confer any rights or benefits on any party other than the parties to the Lease.

18. Applicable Law. This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of California.

19. Further Instruments. The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Amendment.

20. Effective Date. This Amendment shall become effective as on the date (the "Effective Date") upon which (i) the Board of Supervisors passes a resolution approving this Lease, and the Mayor signs such resolution, and (ii) this Amendment is duly executed and exchanged by the parties hereto.

21. Miscellaneous. Except as expressly modified herein, the terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect. The Lease as amended by this Amendment constitutes the entire agreement of the parties concerning the subject matter hereof, and supersedes and conceals any and all previous negotiations, agreements, or understandings, if any, regarding the matters contained herein. The execution of this Amendment shall not constitute a waiver or relinquishment of any rights or remedies that City may have relating to the Lease. Lessee and City hereby ratify and confirm all of the provisions of the Lease as amended by this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, the parties hereto have executed this Amendment as of the date written above.

LESSEE: GOLDEN GATE YACHT CLUB,
a California corporation

By: _____
Its: _____

By: _____
Its: _____

LESSOR: CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through its
RECREATION AND PARK COMMISSION

By: _____
PHILIP GINSBURG, General Manager,
Recreation and Park Department

APPROVED BY:

RECREATION AND PARK COMMISSION

PURSUANT TO RESOLUTION NO.
_____ DATED: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Anita L. Wood
Deputy City Attorney

EXHIBIT A-2 - DEPICTION OF DEMISED PREMISES

REPLACEMENT OF EXHIBIT A TO THE ORIGINAL LEASE

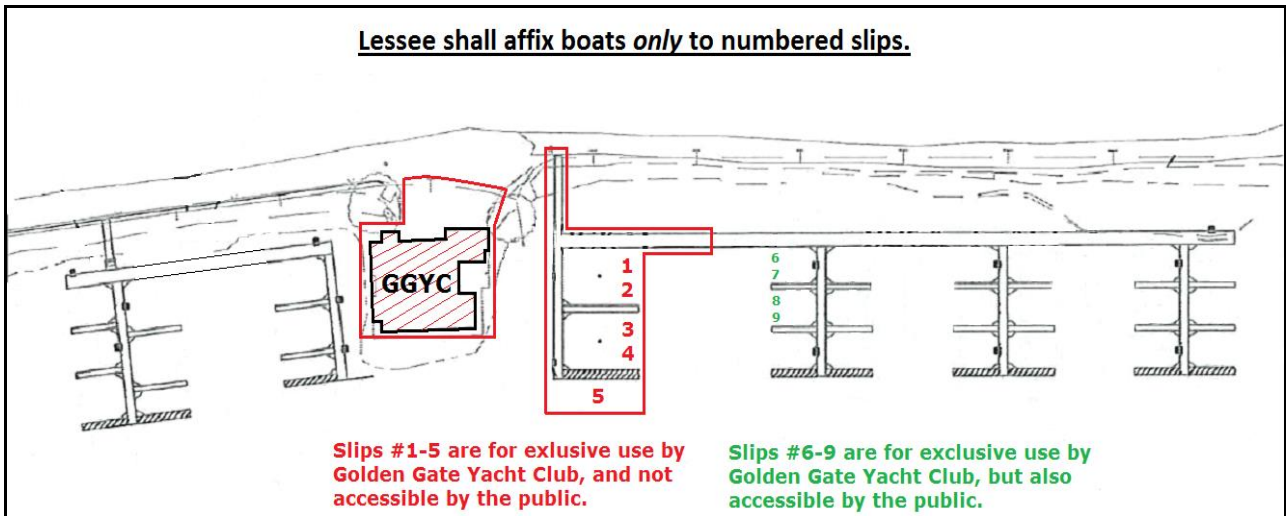


EXHIBIT B-2 - ADA AND UPGRADE IMPROVEMENTS

Upon the Effective Date of this Amendment, Lessee, at Lessee's sole cost and expense, shall promptly commence and diligently pursue to completion the specific interior improvements and alterations to the clubhouse detailed below.

The Proposed Improvements are the final result of negotiations between Lessee and City, and, following environmental review, City hereby approves the Proposed Improvements for the purposes of the Lease. City and Lessee understand, acknowledge and agree that prior to commencing the Proposed Improvements, Lessee shall be required to obtain the approval of any regulatory agency that may have jurisdiction.

Specific interior improvements and alterations to the clubhouse:

- (1) Installation of new floors.
- (2) Installation of new windows.
- (3) Installation of new upgraded electronics.
- (4) Renovation of all bathrooms, including installation of ADA access.
- (5) Installation of ADA compliant elevator lift to provide access to all floors of the Club.
- (6) Exterior and interior waterproofing
- (7) Exterior and interior painting

The total cost of improvements and alterations to the clubhouse is estimated at least \$350,000.

EXHIBIT C-2 – THE RAMP WORK

I. “ADDITIONAL” ACCESS RAMP

Pursuant to section 3(b) of the lease amendment, Lessee hereby agrees to construct an “additional” public access ramp, due east immediately past the first arm of the public slips.

Recently, GGYC constructed an access ramp on GGYC’s demised premises. Said access ramp contains the conduit for electricity and plumbing for water. Consequently, the “additional” public access ramp will not require additional utility connections, with exception of electrical connections. The electrical for the “additional” public access ramp will come from the existing conduit previously installed on the recently constructed access ramp.

Cost for the “additional” ramp is estimated by Dutra Engineering at approximately \$88,000.

II. SECURITY GATE

Lessee hereby agrees to construct, at its sole expense, an additional security gate.

The additional security gate will be located on the main access dock approximately forty (40) feet west of the first arm of the public slips.

The purpose of the additional security gate is to: 1) provide additional security for GGYC and its water craft; and 2) provide security for the GGYC’s youth sailing program which utilizes the GGYC dock and slips.

Cost for the additional security gate is estimated at approximately \$10,000.

EXHIBIT D(2) - EDUCATIONAL ACTIVITIES

Main Points:

- A. GGYC has the only youth sailing program that promotes San Francisco public high school team sailing.
- B. GGYC offers low cost of entry to sailing for San Francisco students.
- C. GGYC youth sailors come from mixed schools and socioeconomic backgrounds and traditionally form long term bonds.
- D. GGYC Youth Sailing Foundation provides scholarships to students who request them.
- E. The goal of our Foundation is to provide sailing lessons to the children of our community with emphasis on safety, team interaction, and environmental respect for our waters.

DETAILS:

GGYC will offer a school term program over three separate sessions. Students will pay nominal fee for approximately nine (9) weeks of professional instruction. The use of boats is included at no additional cost. GGYC's youth program seeks to offer affordability and accessibility without sacrifice to quality.

GGYC Youth Sailing Foundation will also provide sailing scholarships to any San Francisco student who wants to learn to sail but does not have the funds or access to do so. GGYC strives to provide scholarships to every student who requests one. The scholarship program is comprised of a mixed group of students from various schools, economic backgrounds and varying degrees of sailing experience from zero to race-ready.

GGYC is one of the smaller Bay Area programs, yet we typically take three teams to each regatta venue from San Francisco locations to as far away as Long Beach, CA. Typically, the GGYC program will receive 20-25 students each fall which practice two-three afternoon sessions per week. In addition, GGYC will occasionally offer private weekend sessions for larger groups.

Mrs. Valerie Santori, the GGYC Youth Sailing Coordinator, personally volunteers at Treasure Island Sailing Center (TISC) and works closely with them to identify students who may have interest in high school sailing. She also sends students to TISC whose schedules don't match our after school practice routine, or who want to learn various techniques quickly.

Some students simply come out for the fun of sailing and don't have time to compete. GGYC encourages competition whenever possible.

Aside from developing competent sailors, Valerie has noted that the most beneficial outcome of the GGYC program is the cross-cultural bonding. Students from various schools and different backgrounds learn to trust each other and create long-term relationships with group members.

Jennifer Chamberlin is GGYC most recently hired coach. Jennifer is a graduate of St. Mary's of Maryland and a member of the winning U.S. all-women's match-racing team with Olympic team exposure.

GGYC seeks to hire an additional youth coach in the upcoming year.