

**THIRD AMENDED LEASE AGREEMENT
WITH FORESIGHT CORPUS CHRISTI GOLF, LLC**

WHEREAS, on October 26, 2010, the City of Corpus Christi (City) and Foresight Corpus Christi Golf, LLC, a Texas Limited Liability Company and wholly owned subsidiary of Foresight Golf L.L.C., a Texas Limited Liability Company (Operator) entered into a Lease Agreement (Lease) regarding Oso Beach and Gabe Lozano (as defined in the Lease);

WHEREAS, Operator took possession of the Premises on February 1, 2011 and the Lease became effective on this date;

WHEREAS, the Lease was amended by Amendment No. 1 on April 30, 2013, and Amendment No. 2 as of December 1, 2020;

WHEREAS, the Lease was amended by Addendum No. 1 as of September 14, 2021;

WHEREAS, the Lease was amended by First Amended and Restated Addendum No. 1 on was approved as of October 26, 2021;

WHEREAS, the Lease was amended by Second Amended and Restated Addendum No. 1 as of January 10, 2023; and

WHEREAS, Operator is in its first extension term of 10 years that expires in 2031, with two five-year renewals; and

WHEREAS, the intent of this Third Amended Lease Agreement with Foresight Golf, LLC is to extend the term of the Lease to prolong Operator's partnership with the City to assure Operator recovers its maximum investment.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City and Operator enter into this Third Amended Lease, effective upon the date of last signature or 60 days after second reading of the City Ordinance authorizing execution hereof, whichever is later.
2. The current term which expires January 31, 2031, is extended to January 31, 2041 (Current Term).
3. After expiration of Current Term, Lease may be extended upon written agreement of the Operator for two additional five-year terms (Renewal Terms) upon written approval of City Manager. Operator shall notify the City Manager in writing at least 90 days before the end of the Current Term or Renewal Term if Operator elects not to renew this Lease for the Renewal Terms.

4. The lease shall not exceed 40 years and shall extend past January 31, 2051.
5. Operator must pay all newspaper publication costs, if any, for this Amendment as required by the City Charter.
6. All other terms, conditions, and covenants of the Lease and addendums and amendments thereto remain in effect.

AGREED:

CITY OF CORPUS CHRISTI

By: _____

Peter Zanoni, City Manager

Date: _____

Approved as to form: _____

Assistant City Attorney

FORESIGHT CORPUS CHRISTI GOLF, L.L.C.

By: _____

Daniel A. Pedrotti, Jr., Manager

Date: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____ by Daniel A. Pedrotti, Jr. as Manager of Foresight Corpus Christi Golf, L.L.C. on behalf of said company.

_____ Notary Public