

FIRST AMENDMENT TO SUBLEASE
FULLERTON GOLF TRAINING CENTER

This FIRST AMENDMENT TO SUBLEASE ("Amendment") is dated this 20th of October, 1992, by and between the CITY OF FULLERTON, a municipal corporation, ("Landlord") and FULLERTON GOLF TRAINING PARTNERS, a California limited partnership, ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Sublease, dated October 1, 1991, hereinafter referred to as "Sublease"; and

WHEREAS, subsequent to the effective date of the Sublease the parties have agreed to amend said document to clarify ambiguities, revise the commencement date of minimum rent payment, and allow for the deferral and payback of percentage rents; and

WHEREAS, the Sublease has not heretofore been amended to reflect the necessary revisions; and

WHEREAS, the parties desire to amend the Sublease as is more fully hereinafter set forth;

NOW, THEREFORE, in consideration of these premises and for good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Clause 2.1 Initial Term of Article II, Page 4, Subsection (ii), is hereby amended to read "the deadline for completion of construction of the improvements on the Premises shall be July 1, 1993".
2. Clause 3.3 Percentage Rent Payments of Article III, Page 6, is hereby amended by adding the following after the payment schedule on Page 7, "Tenant may, at its own option, elect to defer up to a maximum of \$100,000 in percentage rents owed to Landlord in Years 3 and 4 herein. Deferred percentage rent, plus interest at ten percent (10%) per annum on the unpaid principle balance shall be repaid to Landlord commencing with the fourth quarter payment due in Year 5. Interest to be computed from date percentage rent was originally due. Said 5th Year payment shall be in the minimum amount of \$20,000 with the remaining accrued interest and principle to be paid to Landlord in Years 6, 7 and 8 and the balance due Landlord to be paid in Year 9.
3. Clause 6.2 Financial Obligations of the Parties for Construction of Improvements of Article VI, Page 25, last sentence of the second paragraph, is hereby amended to read, "The cost of improvements up to the

\$50,000 amount stated in Section 3.1 shall be subject to interest at the rate of ten percent (10%) per annum until paid".

4. Clause 7.4 Indemnity of Article VII, Page 33, is hereby amended by adding the following as the second paragraph, "Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims for damage or injury to the Corps of Engineers' subsurface box culvert located on the Premises caused as a result of Tenant's grading, construction, maintenance or use of said Premises during the Initial Term or Option Periods permitted herein".
5. Except as hereinabove amended, the Sublease, including Addendum to Article VII, shall remain in full force and effect.

WHEREFORE, the parties have executed this FIRST AMENDMENT TO
SUBLEASE to be effective on the date first set forth above.


LANDLORD

ATTEST:

City of Fullerton




Anne York, City Clerk

By 

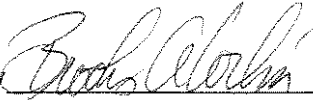
Mayor

APPROVED AS TO FORM:

TENANT
Fullerton Golf Training Partners, a
California limited partnership




R. K. Fox, City Attorney

By 

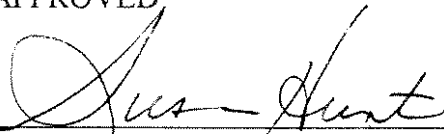
Brooks A. Corbin
Executive Vice President
Community Golf
Development, Inc.

RECOMMENDED FOR APPROVAL:



Terry Swindle, SR/WA
Real Property Agent

APPROVED:



Susan Hunt, Director
Community Services Department