

From: Umesh Patel <umesh@lakewalkcap.com>  
Subject: FW: Greenway Notice of Violation  
Date: December 14, 2021 at 5:13:06 PM PST  
To: Umesh Patel <IMCEAEX-  
\_o=ExchangeLabs\_ou=Exchange+20Administrative+20Group+20+28FYDIBOHF  
23SPDLT+29\_cn=Recipients\_cn=98944a8779af4a828bd153b2c9141ed2-  
patel@namprd15.prod.outlook.com>

Dear Eric,

Please accept my sincere apologies for the delayed response to your letter of October 18, 2021. I much appreciate your understanding and the time extensions. Please allow me to address each of your points in order:

1.           1.     We have not had a General Manager or Golf Professional in place since the change in ownership, staff departures and Covid Closure in first quarter 2020 and this is a requirement as per Section 3.6 (d) of the Lease. I have communicated regularly with Amy on this issue while we conducted a thorough search process, interviewing both external and internal candidates. I am happy to announce I have appointed Brett Morrison as our new permanent General Manager. As you may know Brett has been with Greenway at Corica Park for nearly ten years and is a very valuable member of our Team. He assumed many of Mike Winkenbach's responsibilities five years ago, working closely with Ken Campbell on managing all aspects of Corica Park's day to day operations. I formalized his role as our Proshop manager two years ago and he has worked closely with our Senior Team. Brett meets the requirement specified in our Lease that any General Manager should have at least three years managing a similar facility and I am looking forward to him taking full responsibility for the daily operations at Corica Park. Brett has the full support of our Patrons, Service Clubs and Greenway staff in his new role.
2.           2.     We have done ample work over the years on the eucalyptus trees on Beach Road and continue to monitor them closely. We have maintained all the trees and landscape at Corica Park to the very highest ecological standards and well in excess of any requirements in Section

F of the lease. The particular trees in question here have been discussed many times in the past with the Parks Department and we have always stressed the need for any pruning, cutting and shaping to be done in a gradual manner. This is to ensure the overall health of the trees and minimal disruption to any migration and nesting patterns of various birdlife. Further to your letter we have reached out to a some specialist tree companies to advise us on next best steps and will plan on completing any necessary work in the first half of 2022.

3.           3.     We have had an outstanding issue with Alameda Municipal Power regarding some work conducted at the time of the February 2020 power outage. My colleague Marc Logan has had multiple conversations with Chris xxx regarding the amount billed and the nature of the work done. We continue to have multiple questions for AMP and still have not received all the documentation to support the various costs incurred by AMP. I have instructed my Team to work closely and diligently with AMP to determine the correct amounts owed and I will ensure that all payments are made and this matter is closed in an expeditious manner.
4.           4.     I have asked Greenway accountants to prepare an annual financial statement for Corica Park for the 2021 financial year in accordance with GAAP principles and we will forward this to you in the first quarter of 2022. This is a requirement of Section 7.5(b) of the Lease but has never been shared before and hence we do not have a prepared Corica Park financial statement for 2020. We will be happy to share the Monthly Summary Reports with City within 10 business days of month end starting in 2022. We will also be sharing summary Corica Park information for calendar year 2021 with City's Golf Commission on January 12<sup>th</sup> and then in our presentation to City Council on January 18<sup>th</sup>.

My Greenway Team and I continue to value the partnership with City and our excellent working relationship with you, Amy and all City Staff. Please let me know if you would like to discuss the above points in more detail or if you have any other comments or

questions. I wish you a very happy holiday season and look forward to seeing you soon.

Very Best, Umesh.

**From:** Amy Wooldridge <AWooldridge@alamedaca.gov>  
**Sent:** Friday, December 10, 2021 3:07 PM  
**To:** Umesh Patel <umesh@lakewalkcap.com>; Logan, Marc <mlogan@greenwaygolf.com>  
**Cc:** Eric Levitt <elevitt@alamedaca.gov>; Gerry Beaudin <gbeaudin@alamedaca.gov>; Elizabeth Mackenzie <emackenzie@alamedacityattorney.org>; Yibin Shen <yshen@alamedacityattorney.org>  
**Subject:** RE: Greenway Notice of Violation

Hello Umesh,

After our discussion this afternoon, I'm confirming that you will send the City a formal response to the Notice of Violation no later than Wed., Dec. 15.

Amy Wooldridge, she/her  
Recreation and Parks Director, City of Alameda  
(510) 747-7570  
[awooldridge@alamedaca.gov](mailto:awooldridge@alamedaca.gov)  
[www.alamedaca.gov/recreation](http://www.alamedaca.gov/recreation)  
Find us on Facebook at PlayARPD

**From:** Amy Wooldridge  
**Sent:** Friday, December 10, 2021 2:23 PM  
**To:** 'Umesh Patel' <[umesh@lakewalkcap.com](mailto:umesh@lakewalkcap.com)>; Logan, Marc <[mlogan@greenwaygolf.com](mailto:mlogan@greenwaygolf.com)>  
**Cc:** Eric Levitt <[elevitt@alamedaca.gov](mailto:elevitt@alamedaca.gov)>; Gerry Beaudin <[gbeaudin@alamedaca.gov](mailto:gbeaudin@alamedaca.gov)>; Elizabeth Mackenzie <[emackenzie@alamedacityattorney.org](mailto:emackenzie@alamedacityattorney.org)>; Yibin Shen <[yshen@alamedacityattorney.org](mailto:yshen@alamedacityattorney.org)>  
**Subject:** Greenway Notice of Violation



February 14, 2022

Dear Mr. Levitt and Ms. Wooldridge,

I am writing in response to your letter dated January 20, 2022, detailing violations of various provisions in the Greenway Lease. Please allow me to address each one of your points below.

- Monthly Financial Statements: Attached please find monthly and annual financial statements as required by Section 5.7 of the Lease for calendar years 2019, 2020 and 2021. Effective immediately, reports will be provided each month
- Section 4 (c) - Second Amendment to the Lease/Fire Tower: We have met with Andrew Thomas, Director of Planning, and will be submitting a Design Review Application to the City Planning Department by March 21<sup>st</sup>, 2022, which is 60 days of the date of your Letter.
- Section 3.2(b) – Resident Rates: Greenway has adjusted the advanced booking feature to now offer resident, Bay Area and senior rates, as well as the previously offered public rate. The same \$50 convenience fee will apply to all types of rates. Please note that the City was made aware of the non-discounted feature for residents associated with the advance reservation system. This change was agreed upon to ensure only a small number of tee times would be booked far in advance, leaving most times available to residents in the seven-day window where no convenience fee is charged.
- Section 3.2(b) – Student Rates: Greenway provides discounted rates to all juniors and students in full accordance with Section 3.2(b). The \$5 increase in reserved rates for juniors was approved by City as in October 2021, as required in Section 3.2(b). We continue to honor Youth on Course (YoC) above and beyond what is required by that program. All juniors, no matter whether they are enrolled in a paid YoC membership, or whether they are City residents, are allowed to play golf free of charge on our South Course after 3pm in winter and 4pm in the summer. Furthermore, Greenway will be launching a new junior policy in March 2022, in alignment with our ethos to provide greater access to our space. Your reference to “members of Junior Golf” in the letter was unclear but please note our junior rates are available to all youth aged 18 and under.
- Exhibit F, Sec. 1.2 – Sloughs/Waterways: Greenway has cleaned all sloughs and waterways of overgrown vegetation and has been in constant contact with Public Works staff over the last three weeks. Public Works staff have conducted multiple site visits to ensure proper drainage and to confirm that all vegetation has been cleared behind the edge of the sloughs.



- Section 3.6(d) – General Manager: As noted in my email correspondence to Amy Woolridge, dated December 14, 2021, Brett Morrison was appointed to the position of General Manager at Corica Park. Brett fully meets the requirements noted in the Lease under Section 3.6(d) that he "should have a minimum of three years' operating experience at a similar golf facility". Brett assumed all of the responsibilities of Corica Park's previous general manager, Mike Winkenbach, five years ago and has worked closely with ownership in managing Corica Park on a day-to-day basis during that time. Please let me know if you require further details of Brett's experience and qualifications.
- Section 2 of the Maintenance Standards (Exhibit F to the Lease) – Eucalyptus Trees:-Greenway has trimmed all the eucalyptus trees on Beach Road as per the details outlined in Section 2 of the Maintenance Standards.

I believe we have addressed all the issues raised in your letter and are in full compliance with all terms and conditions of the Lease. If you have further questions or concerns, I would appreciate a timely response. We continue to value our relationship with the City and look forward to many more years of partnership.

Sincerely,

*umesh patel*

Umesh Patel

March 24, 2022

***Via Email Only***

Yibin Shen  
City Attorney  
City of Alameda  
2263 Santa Clara Avenue, Room 280  
Alameda, CA 94501

Re: City Notice of Violation – Greenway Golf Associates

Dear Yibin:

I'm writing in response to Eric Levitt and Amy Wooldridge's March 21<sup>st</sup> letter to Umesh Patel, a copy of which is attached.

Mr. Levitt and Ms. Wooldridge make three demands in their letter: (1) that Greenway Golf Associates (GGA) provide a North Course construction schedule to City by March 31, 2022, (2) that GGA again request and obtain City's further approval of the May 2020 transfer of GGA ownership and control that City previously approved in April of 2020, and (3) that Greenway accommodate City's demand for an audit of GGA's records pursuant to Section 5.7 of the Lease to "determine the ownership of GGA and GGA's compliance with the Lease". GGA's response to each of these demands is outlined below.

North Course Construction Schedule Demand. As you likely know Greenway's minority shareholder/owner, Marc Logan, recently filed a lawsuit naming GGA and Umesh Patel as defendants. On March 7, 2022, Mr. Patel informed Mr. Levitt and Ms. Wooldridge that he and GGA intend to vigorously defend themselves against the claims asserted by Mr. Logan and believe that the allegations outlined in the Logan complaint are without merit. GGA placed Mr. Logan on paid administrative leave effective March 15, 2022. As City staff know, up until the point that he was placed on administrative leave, Mr. Logan managed all construction at the North Course. Mr. Logan is obviously not available to prepare the requested construction schedule or do other work on behalf of Greenway at this time.

Yibin Shen  
March 24, 2022  
Page 2

In addition to defending the Logan lawsuit, our firm on behalf of GGA and the Shartsis Friese firm on behalf of Mr. Patel are actively pursuing settlement negotiations with the attorneys representing Mr. Logan. To facilitate the hoped-for settlement we have presented draft agreements to Mr. Logan's attorneys that would fully and completely resolve the claims set forth in the Logan complaint. While the outcome of those settlement negotiations is difficult to predict, we are hopeful they will result in GGA retaining Mr. Logan as an independent contractor/consultant to manage completion of the North Course construction effort. If those settlement negotiations are unsuccessful, then GGA will select and retain a new construction firm to manage and complete build out of the North Course.

To facilitate GGA and Mr. Patel's efforts to negotiate a settlement of the disputes with Mr. Logan, we respectfully request that City agree to extend the date by which GGA must commence efforts to engage a new contractor/construction manager for the North Course. We suggest the parties agree to a 60-day extension. If City is unwilling to grant that extension, then GGA will immediately terminate settlement negotiations with Mr. Logan and instead focus its efforts on defending the Logan lawsuit and selecting and retaining a replacement contractor/construction manager so it can comply with City's demand for a construction schedule. Please let us know as soon as possible, and in any event by close of business Monday March 28<sup>th</sup>, whether City is amenable to such an extension.

Further Transfer Approval Demand. The March 21st letter suggests City was not fully informed of the details of the 2020 transaction by which Mr. Patel purchased additional GGA shares and thereby acquired a majority 66% controlling interest in GGA. That claim is not supported by the record. Mr. Patel's representatives fully and completely explained the share purchase transaction to City and City approved that transaction in April of 2020. Attached you'll find an email thread between your predecessor, Interim City Attorney Michael Roush, and Mark Slater, GGA's then corporate counsel, as well as an April 30, 2020 memorandum prepared by Mr. Slater documenting the discussions between City representatives, including Mr. Levitt and Mr. Rausch, and Mr. Patel and his representatives. The memorandum is consistent with the exchange in the email thread. If you have any questions about City's decisions made in April of 2020 I would encourage you to reach out Mr. Roush and Mr. Levitt who will be able to confirm the facts set forth above.

Moreover, the suggestion that City somehow did not realize Mr. Patel's majority 66% ownership interest in GGA also included voting control is, quite frankly, not supported by the record. As an S-corporation, GGA may only have one class of shares. No one involved in the 2020 transaction ever suggested otherwise. Since Mr. Patel

Yibin Shen  
March 24, 2022  
Page 3

acquired his controlling interest, GGA and City have processed and approved Second and Third Amendments to the GGA lease. In the many meetings regarding those lease amendments Mr. Patel has consistently represented himself as the controlling majority owner of GGA. In sum, the record is clear that City approved the transfer of GGA ownership and control in 2020 after full and complete presentation of all salient facts. GGA and Mr. Patel are not willing nor deem it necessary to request approval of that transaction a second time.

Audit Demand. The March 21<sup>st</sup> letter also demands an audit of GGA's records pursuant to Section 5.7 of the Lease to "determine the ownership of GGA and GGA's compliance with the Lease". Regarding the GGA ownership issue, we can confirm by this letter that 6,000 GGA shares are outstanding, Mr. Patel owns himself or jointly with this wife, Avani Patel, or indirectly through revocable family trusts, 4,000 of those shares representing a 66.6% ownership stake in GGA; the balance of shares, 2,000 or 33.3% of the total, are owned by Marc Logan in his individual capacity or through revocable family trusts. By virtue of their respective ownership percentages Mr. Patel has the right to appoint two of the three company directors and Mr. Logan has the right to appoint one of the three company directors. I trust no audit is needed to confirm these facts.

Section 5.7 of the Lease allows City the right to audit GGA's "accounting procedures and internal controls of Tenant's financial systems and to examine any books, records, statements or supporting documentation as it relates to Gross Revenues from the operation of the Premises, or any other items set forth in this Agreement." GGA stands ready to accommodate City's request to audit GGA's accounting procedures, internal controls, books records and statements for purposing of verifying the accurate tabulation and reporting of Gross Revenues and, in turn, the accurate calculation of percentage rent payable under the Lease, if any. City representatives may reach out to Todd Lee (CFO) at GGA (email: todd@greenwaygolf.com) to arrange a time to conduct that examination. To be clear, however, the Lease does not require GGA to provide, and GGA is not willing to permit City auditors to audit or review, any GGA records or financial statements that are not relevant to the tabulation and reporting of Gross Revenues and payment of percentage rent. If City has questions about the scope of its audit rights under Section 5.7, we will be happy to discuss.

We have another concern that we need to bring to your attention. When Ms. Wooldridge sent the March 21, 2022 letter to Mr. Patel she opted to copy Marc Logan at his Greenlynx company address. As Ms. Wooldridge knew at that time, GGA had been sued by Marc Logan and Marc Logan has been put on administrative leave. Ms. Wooldridge also knows that Marc Logan's company, Greenlynx, has no connection to

Yibin Shen  
March 24, 2022  
Page 4

GGA or the Corica Park golf complex. Going forward we ask that City staff's communications with GGA be directed only to current, active representatives of GGA at their GGA email addresses or to my office and that those communications not be copied to representatives of other companies. We trust this will not be an issue going forward.

Thank you in advance for considering our request to allow GGA and Mr. Patel a reasonable time to pursue further settlement negotiations with Mr. Logan. If you have any questions about the other matters addressed in this letter, please don't hesitate to reach out. We look forward to working collaboratively with you and others at the City to ensure the long term success of Corica Park.

Sincerely,

BURKE, WILLIAMS & SORENSEN, LLP



Gerald J. Ramiza

cc (via email): Eric Levitt, City Manager  
Amy Wooldridge, Recreation and Parks Director  
Umesh Patel, GGA

GJR/my

Yibin Shen  
March 24, 2022  
Page 5

Begin forwarded message:

**From:** Mark Slater <[m Slater@slaterlawgrp.com](mailto:m Slater@slaterlawgrp.com)>  
**Date:** April 30, 2020 at 7:44:56 AM PDT  
**To:** Michael Roush <[mroush@alamedacityattorney.org](mailto:mroush@alamedacityattorney.org)>  
**Subject: Re: Greenway transaction/City of Alameda Consent.**

Good morning Michael. Yes, it is correct that Mr. Campbell and Mr. Kelley collectively do not hold a majority interest.

We simply wanted to be transparent about the change.

Regards, Mark.

On Apr 30, 2020, at 7:13 AM, Michael Roush <[mroush@alamedacityattorney.org](mailto:mroush@alamedacityattorney.org)> wrote:

Mark, Thank you. Just so I am clear, Mr. Campbell and Mr. Kelley, collectively, do not hold a majority interest, correct? If that is so, my reading of the City's lease with Greenway is that the City is not required to consent to a transaction involving the transfer/sale of their interests to Umesh because it would not constitute a "Transfer Arrangement" as defined in the lease. Please advise if you disagree. Thanks Michael

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**From:** Mark Slater <[m Slater@slaterlawgrp.com](mailto:m Slater@slaterlawgrp.com)>  
**Sent:** Wednesday, April 29, 2020 3:07 PM  
**To:** Michael Roush  
**Subject:** Greenway transaction/City of Alameda Consent.

\*\*\* **CAUTION:** This email message is coming from a non-City email address. Do not click links or open attachments unless you trust the sender and know the content is safe. Please contact the Help Desk with any questions. \*\*\*

Thanks Michael.

Following the conversation we just had, I am confirming that Ken Campbell and George Kelley hold only minority interests in GGA/Greenway that Umesh Patel has agreed to acquire, thus giving him majority share ownership. Can you please confirm the City of Alameda's consent to these transactions?

Regards, Mark.

**Mark Slater**

Direct 415-294-7704 • Cell 714-422-5507 • Main 415.294.7700

<image001.gif>

33 New Montgomery Street • Suite 1210 • San Francisco, CA 94105

[slaterlawgrp.com](http://slaterlawgrp.com)

Yibin Shen  
March 24, 2022  
Page 6

**Memorandum**

TO: Umesh J. Patel, Joe VanWinkle  
FROM: Mark Slater, Junyong Huang-Stowers  
SUBJECT: Communications with the City of Alameda regarding Campbell and Kelley buyout

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This memorandum documents Umesh J. Patel’s communications with the City of Alameda regarding his acquisition of George Kelley and Kenneth Campbell’s interest in Greenway Golf Associates, Inc. (“GGA”).

On April 24, 2020, Mr. Patel and ark Slater, discussed the acquisition with the City Manager, Eric Levitt, and Michael Roush, Deputy City Attorney. The call lasted about fifteen minutes and after a brief description both City representatives indicated that Council approval may not be required. Informal discussions between Umesh and Eric Levitt had preceded this call, but the substance was the same, that the matter should not require formal Council consideration.

On April 29, 2020, Mr. Slater spoke with Michael Roush, the City Attorney. Following the phone call, on the same day, Mr. Slater reiterated to Mr. Roush in an email that while Mr. Campbell and Mr. Kelley hold only minority interests in GGA, Mr. Patel will become the majority owner of GGA after the acquisition, and asked if the City would give its consent under its Chuck Chorica Golf Complex Lease Agreement with GGA dated as of August 1, 2012 and amended on March 28, 2018 (the “Lease”).

On April 30, 2020, Mr. Roush responded that because Mr. Campbell and Mr. Kelley do not hold a majority interest in GGA, the City’s consent is not required under the Lease. Mr. Slater responded on the same day, confirming that Mr. Campbell and Mr. Kelley collectively do not hold a majority interest, and Mr. Patel simply wanted to be transparent with the City about the acquisition.

April 12, 2022

**Via Email and U.S. Mail**

Eric Levitt  
City Manager  
City of Alameda - City Hall  
2263 Santa Clara Avenue, Room 300  
Alameda, CA 94501

**Re: *Greenway Golf Associates, Inc. – City Issues***

Dear Mr. Levitt:

On behalf of Greenway Golf Associates, Inc., I am responding to your letter of April 4, 2022. I will address each of the three issues in the order you raise them.

**Construction Schedule**

For ten years, since the inception of Greenway’s Lease Agreement with the City and its design and construction of improvements to the Corica Golf Complex, including expanded improvements to both the South and North Courses, the City of Alameda has never required Greenway to provide a construction schedule of any kind. Now, for the first time, years after commencement of the work and when Greenway’s course improvements are more than three-quarters complete, the City demands a construction schedule, along with “detailed” cost estimates – all by an arbitrary and entirely self-selected deadline. The City offers no basis for this unprecedented demand, other than its belief that work on the remaining nine holes of the North Course has “halted.”

Nothing in the parties’ Lease Agreement entitles the City to demand, nor Greenway to provide, a construction schedule when the City never asked for one in the first place and where the work has been in progress for many years. Nor is there any provision of the Lease Agreement that requires Greenway to complete its course improvements, including the remaining nine holes of the North Course, in adherence to an agreed schedule or by a date certain. Greenway’s improvements to the South Course, and to the first nine holes of the North Course, were completed with the City’s full approval and – despite major delays caused by the COVID pandemic – without objection to the timeliness of Greenway’s work. Greenway remains fully committed to completing the North Course improvements as promptly as possible. There is no basis, apart perhaps from sheer harassment, for the City to suddenly and without warning

Eric Levitt, City Manager  
April 12, 2022  
Page 2

demand a construction schedule when it has never done so before and has no grounds for doing so now.

Further, the demand appears to be based purely upon the City's speculative and wholly unsupported questions as to progress of the work. It is obvious that the temporary delay in completing the remaining North Course holes was caused entirely by the sudden and unexpected departure of its Construction Manager, the person with primary oversight for course design and construction, and related litigation. Greenway is already engaged in finding a replacement, so that work can resume as soon as possible. Improvements to the remaining nine holes are well underway, and once a new construction manager is on board, Greenway intends to complete the North Course without further delay.

Nevertheless, in the spirit of cooperation, Greenway will by June 30, 2022, prepare and provide the City an estimated timeline for completing construction of the remaining nine holes of the North Course. Any timeline, of course, will necessarily be subject to the ongoing uncertainties caused by supply chain disruptions, labor shortages, and a host of other factors, including spikes in COVID cases, as well as developments in the pending litigation.

### **Audit Demand**

As with the preceding "issue," Greenway is unaware of any occasion, over the ten-year life of the Lease Agreement, that the City has demanded an audit of Greenway's financial records. The City bases its sudden demand on speculative and potentially defamatory "concerns" over Greenway's "solvency," without any supporting evidence. In point of fact, Greenway's financial position has never been stronger than it is today. As stated above, moreover, the sole reason for suspending North Course construction is Greenway's need to hire a new construction manager. In the future, we ask that the City exercise caution in making unsupported statements that may harm Greenway's business reputation, especially when the communications are forwarded to Greenway's direct competitor, Green Lynx. *Once again*, we ask that all communications with Greenway be directed *exclusively* to Umesh Patel, its president, or to Mr. Ramiza or myself as Greenway's outside counsel.

Greenway is not aware of any provision in the Lease that provides the City an unfettered right to conduct an audit of Greenway's books and records that is unlimited in scope. Certainly, the City has the right under Section 5.7 of the Lease to conduct an audit that is directed at verifying the correct computation of rent or some other identifiable financial obligation under the Lease. Nowhere in the Lease, however, is there any provision that requires Greenway to submit ongoing proof of its financial ability to meet its contractual obligations under the Lease. Nor is there any provision in the Lease that allows the City to demand such proof.

Eric Levitt, City Manager  
April 12, 2022  
Page 3

Greenway will continue to honor its commitment to complete the North Course as soon as reasonably possible. Greenway will also honor its commitment to fully cooperate with any audit conducted by the City that is actually *permitted* by the terms of Section 5.7. Greenway will not, however, permit the City to rummage through its books and records, engaging in a proverbial fishing expedition, in an attempt to *find* evidence of some ill-defined lapse on Greenway's part in performing its contractual obligations.

### **Change in Control**

It is abundantly clear that, contrary to the assertion in your March 21 letter, the City was fully aware of Mr. Patel's acquisition of additional shares of Greenway Golf Associates, Inc., in April 2020, resulting in acquisition of a majority interest, and that the City, acting through its City Attorney, had no objection to that change. Frankly, we are disappointed that the City would level such a charge without having conducted the most basic investigation into the facts, especially since they were confirmed in writing by its own Acting City Attorney.

Please let me know if you have further questions about any of the matters set forth above. As always, Greenway wishes to work collaboratively with the City toward resolving these issues and moving forward with completion of the remaining improvements.

Sincerely,

BURKE WILLIAMS & SORENSEN, LLP



Gregory R. Aker

cc via email:

Amy Wooldridge, Recreation and Parks Director  
Yibin Shen, City Attorney  
Umesh Patel, GGA  
Gerald J. Ramiza, Esq.



September 14, 2022

***Via Email***

Margaret O'Brien, Finance Director  
City of Alameda  
2226 Santa Clara Avenue  
Alameda, CA 94501

Re: Corica Park Golf Complex – City's Audit Demand

Dear Ms. O'Brien:

I am writing on behalf of Greenway Golf Associates, Inc., in response to the City of Alameda's demand for an unrestricted audit of Greenway's books and records. As you will recall, Greenway addressed this unfounded demand in its letter of April 14, 2022, from its outside counsel, Gregory Aker, to Alameda's City Manager, Eric Levitt, and cc'd directly to Amy Wooldridge. In that letter, we reminded the City that, although the Lease Agreement between the City and Greenway provides for a limited audit, directed to the computation of rent or some other specific financial obligation in the Lease, nothing in the Lease allows the City the right to engage in a freewheeling examination of Greenway's books and records based on unsubstantiated concerns about solvency or for some other purpose the City has so far been unable to explain.

While it is not uncommon for landlords to have audit rights in their lease agreements with tenants, these rights are generally exercisable when landlord needs to verify the creditworthiness of its tenant for property financing purposes, or a tenant is delinquent in its rent. The City has raised the unproven and defamatory claim of insolvency against Greenway so as to embark on a fishing expedition into Greenway's books and records. The City knows full well that Greenway is not insolvent; indeed, anybody visiting Corica Park can see that with their own eyes.

According to the letter from Recreation and Parks Director Amy Wooldridge dated March 21, 2022, the City claimed the right to an audit based upon 1) "allegations contained in the Logan lawsuit which raise serious questions about GGA's ability to perform its other obligations under the lease including day to day operation of the golf complex itself" and 2) concerns about Greenway's ability to complete construction of the North Course.

As I have stated in Greenway's response to the March 21 letter, the City's unsupported concerns over Greenway's solvency and its resulting and equally unsupported assumption that Greenway may not be capable of finishing the North Course's back nine holes is untethered to any specific facts. In the three months since the filing of the City's lawsuit, no one from City staff, Council or Golf Commission has offered any evidence whatsoever that Greenway is unable to meet its obligations or that there has been any deterioration in the operation of the golf course.



Furthermore, in the ten-year history of the Lease, the City has never before demanded such an audit, despite the obvious financial difficulties Greenway had under its previous ownership. It is apparent that the City's new-founded concerns over Greenway's financial condition are part of its recently launched campaign of harassment and prejudice against Greenway, and me personally. The City's actions appear directed to forcing Greenway to relinquish its rights under the Lease Agreement so that the City can replace Greenway with another operator or assume operational control itself.

Nevertheless, in discussions between Greenway's counsel and City Attorney Yibin Shen, Greenway has, *solely in the interests of compromise*, offered an audit procedure that will satisfy the City's wholly unfounded concerns over Greenway's financial condition. More specifically, Greenway offered the following:

- The City and Greenway will agree upon an outside auditing firm to review Greenway's financial books and records and, following that review, the auditing firm will provide the City a confidential written opinion as to whether Greenway is financially solvent, current on its financial obligations and a viable going concern business. Greenway has proposed two firms that City has deemed acceptable: PwC and Moss Adams.
- The audit will be conducted at Greenway's Corica Park offices. The auditing firm will have full access to all historical Greenway books and records, and Greenway's finance team will be present to answer any questions from the auditor. No documents will be copied, scanned or removed from Greenway's offices.
- The auditor will not share any Greenway documents or financial information with the City, nor any calculations derived from Greenway's documents or information, apart from the auditor's opinion as to whether Greenway is financially solvent, current on its financial obligations, and a viable going concern business.
- All costs of the audit will be borne by the City, as already agreed.

In summary, Greenway's offer is to submit to a full and unrestricted audit conducted by a reputable accounting firm, who will have full access to all company financial records. In response to its offer, Greenway has been met only with *increasing* demands from the City as to the scope of the audit, direct participation by the City, and an ever-lengthening list of financial records to be open for the City's review. Despite several requests, the City still has not explained exactly what it wants, so that Greenway can properly respond.

Greenway has legitimate concerns over the confidentiality of its internal business records and about releasing internal company information directly to the City, based on the City's recent misuse and exploitation of private Greenway documents – specifically, an internal Greenway construction schedule and expense report relating to the North Course. It is apparent from the City's complaint in this litigation that it not only *accepted* such material, it also *made use of* the documents for purposes of its claims *against Greenway* in this litigation.



Please let me know whether City is willing to proceed with the audit along the lines I have outlined above.

Kind Regards,

Umesh Patel  
President  
Greenway Golf Associates, Inc.

cc: Yibin Shen (via email)  
Gerald J. Ramiza (via email)  
Gregory R. Aker (via email)



September 14, 2022

***Via Email***

Amy Wooldridge  
Recreation and Parks Director  
City of Alameda  
2226 Santa Clara Avenue  
Alameda, CA 94501

Re: Corica Park Golf Complex – North Course Construction

Dear Ms. Wooldridge:

I am writing on behalf of Greenway Golf Associates, Inc., in response to the City of Alameda's demand for a construction schedule for completion of the Corica Park Golf Complex's North Course. As you know, this project in its current form arose in 2018, when Greenway agreed to an extensive redesign and rebuilding of all eighteen holes of the North Course, as confirmed by the First Amendment to the Lease Agreement between Greenway and the City. The First Amendment contains no timetable for completion of the North Course work. Nor does the First Amendment require Greenway to submit a schedule for completion of the work. Thus, as we have previously discussed, Greenway believes that the City's demand for a construction schedule is entirely unfounded.

Furthermore, during the ten years of construction under the original Lease Agreement, entered into in 2012, the City never once requested a construction schedule from Greenway's previous owners, despite the major delays involved in performing even that limited scope of work and, ultimately, the previous owners' inability to complete the work at all. It is disingenuous – and, I believe, motivated by prejudice and discrimination – for the City suddenly now to demand a North Course construction schedule when it never has done so previously.

Nevertheless, solely in the interests of attempting to reach a compromise with the City and avoid unnecessary litigation, Greenway has *twice* provided the City with the schedule it requested. On August 11, 2022, Greenway provided the City with a proposed schedule that contemplated North Course completion and opening by the third or fourth quarter of 2024. The City responded not only by rejecting Greenway's proposal out of hand, but also by adding *new* demands, for a long list of "additionally requested documents" that were part of the limited construction work contemplated in 2012 and have no application to the expanded scope of work to which the parties agreed in 2018.

In response, on August 29, 2022, in an email from Greenway's legal counsel, Gerald Ramiza, to City Attorney Yibin Shen, Greenway offered, again solely in the interests of compromise, a revised North Course construction schedule. In subsequent discussions between Mr. Ramiza and Mr. Shen, I understand that the City has accepted Greenway's revised schedule.



However, Mr. Shen has asked that Greenway confirm this agreement in a letter from Greenway to you, as Director of the City's Recreation and Parks Department.

In response to Mr. Shen's request – and again, *solely in the interests of compromise* – Greenway offers the following North Course construction schedule:

PROPOSED NORTH COURSE CONSTRUCTION SCHEDULE

- Back Nine Construction Start Date: Q4 2022 or Q1/Q2 2023
- Back Nine Completion Date: Q2 2024
- North Course Cart Path Start Date: Q2 2023
- North Course Cart Path Completion Date: Q2 2024

As we previously advised, the timetable set forth above is a *best estimate only* and may change, depending on a multiplicity of factors, such as labor availability, supply chain issues, and unexpected conditions or complications with performance of the work itself. Greenway reserves the right to make adjustments to this schedule, from time to time, as it deems reasonably necessary to respond to such factors. Greenway is willing to keep the City apprised of when any such schedule adjustments are needed and their probable impact on the schedule.

Please let me know if you have additional questions.

Kind Regards,

Umesh Patel  
President  
Greenway Golf Associates, Inc.

cc: Yibin Shen (via email)  
Gerald J. Ramiza (via email)  
Gregory R. Aker (via email)

October 12, 2022

**Via Email**

Margaret O'Brien  
Finance Director  
City of Alameda  
Alameda City Hall  
2263 Santa Clara Avenue, Room 220  
Alameda, CA 94501

Re: City's Audit Demands

Dear Ms. O'Brien:

I am responding to your letter of September 26, 2022, regarding the City's demand for an audit of Greenway's financial records. As you know from our previous correspondence on this topic, Greenway disagrees with the City's position that Greenway's lease with the City provides the City the right to conduct "a full review of Greenway's financial statements ... at the City's sole and complete discretion."

While the City may wish it had such unrestricted rights, the express language of the lease does not support its position. Indeed, few if any business lessees would ever agree to contract language that provides for such an intrusive and arbitrary examination of their internal financial affairs by their landlord under any circumstances. In Greenway's view, the City's unfounded demands and baseless claims for an audit are nothing more than a smokescreen, a prelude to a bigger outdated hidden agenda that seeks to return course management to a retrograde status quo.

City's audit demand overreach is merely the latest stage in its campaign of harassment against Greenway and its majority owners, designed to remove Greenway as operator of the Corica Park Golf Complex and to deny Greenway its contractual rights under the lease.

*Solely in an effort to reach a compromise*, however, Greenway reaffirms the conditions stated in my earlier letter to you and agrees to the following audit procedures:

1. Scope.

Greenway agrees that the audit may include only the outside auditor's opinion, with no supporting data or calculations, on Greenway's (a) solvency, (b) ability to meet its current financial obligations, and (c) viability as a going concern.

As for the question of whether Greenway has the financial ability to “timely complete the remaining North Course and the cart paths”, there is no provision in the lease that confers City the right to see and study Greenway’s future financing plans. Indeed, City has not ever before requested Greenway or its previous owners to share such information and yet here we are more than three quarters of the way through the capital improvements and ten years into the lease, and City insists that it now has such rights.

We have stated many times over the last six months to you and other City staff that businesses do not typically finance such major capital investments out of the retained earnings shown on their balance sheet or the operating cash flow shown on their income statement. Rather, the normal course is to raise the required capital expenditure funds by either taking on additional debt or contributing additional equity capital, one or both of which is precisely what Greenway has the ability to do in order to complete the remaining work. Greenway has no intent on sharing its current or future capital structure with City and City has no right to ever see it.

As majority owners, we have become increasingly disgusted by the City’s outrageous claims that Greenway does not have the financial resources to complete the remaining work on the North Course and the cart paths. The City has provided no proof whatsoever of these claims and they are without any basis or foundation, except in paying heed to the disingenuous bluster propagated by a few vocal residents with mindsets rooted in the past. As a last resort effort to reach a compromise and to once and for all expose the unfounded nature of City’s derogatory claims, we are prepared to show external auditors’ proof of immediately available liquidity in the amount required to complete the remaining work under the Lease. We trust that will fully and finally resolve this red herring issue.

Lastly, we do not agree to an audit that would look for “discrepancies or errors that modify or cast doubt on Greenway’s status as a going concern or its ability to meet its obligations under the Lease.” City representatives have repeatedly made defamatory statements about Greenway’s solvency without any basis or evidence after we became majority owners and yet never did so before, when the company was clearly exhibiting signs of financial distress. Those actions coupled with City’s moving target audit-related demands over the past several months provide further evidence of City’s prejudicial and discriminatory treatment of Greenway. Greenway is a solvent, viable going-concern business that can meet its financial obligations, and I have no doubt whatsoever that an outside auditor will confirm those points. An outside auditor’s opinion confirming the three points as proposed by Greenway, together with auditor confirmation that Greenway and its owners have access to immediately available liquidity in the amount required to complete the remaining work should without question be sufficient to satisfy any legitimate City concerns.

2. Selection of Auditor.

My understanding is that the City has agreed to retain PriceWaterhouseCoopers (PwC) as the outside auditing firm that will conduct the audit and provide the opinions outlined in paragraph 1, above. PwC was one of five firms initially proposed by Greenway, two of which were accepted by City, PwC and Moss Adams. Please confirm the City’s agreement to use PwC. If PwC is not acceptable to the City, then I will assume you have agreed to use Moss Adams for the audit. Greenway will not agree to allow the City complete discretion to engage any auditing firm.

3. Audit Procedures.

- a. The City will pay for all costs associated with the audit. The audit will be conducted at Greenway's offices. Greenway financial staff will be on hand to answer questions from the outside auditing team. Greenway will provide the outside auditor with full access to all of Greenway's current and historical financial books and records. The outside auditor will not be permitted to remove, copy or scan any of the records for their use, nor in any way share the records or their content with the City or anyone outside of Greenway.
- b. At the conclusion of their work, the outside auditor will prepare and provide to Greenway and the City a draft report containing their opinions on each of the matters stated in paragraph 1, without providing supporting data, calculations, records, etc.
- c. Following receipt of the draft report, the City Finance Director, the City Controller and City Auditor, will be permitted to view at Greenway's offices Greenway's current and prior years' financial statements, and ask questions of the outside auditing team, solely to confirm the soundness of the auditor's draft opinions. Greenway financial staff will also be present to answer questions from the City staff members. If unresolved financial questions arise during this process, the outside auditor will be permitted to conduct further investigation into Greenway's financial records to resolve those questions before finalizing its opinions.
- d. At the conclusion of steps (a), (b) and (c), the outside auditor will prepare a final non-confidential report to the City, containing their opinions on each of the matters stated in paragraph 1.

Greenway will require the City's strict compliance with the agreed procedures and will not consent to any departure from the steps listed above. Please let me know the general time frame in which the City proposes to conduct the audit, so that Greenway's finance team can make themselves available.

Greenway reserves all rights under the lease and under California law to enforce the lease as written and to oppose any efforts by the City to circumvent the agreement and conduct such audits in the future. I am fully confident that the external audit will firmly put to rest any concerns, however unfounded, the City has over Greenway's financial ability to meet its lease obligations, including to pay rent on a timely basis. Please let me know if you have any questions regarding Greenway's position in this matter or the agreed audit scope and procedures listed above.

Very Truly Yours,



Umesh Patel, President  
Greenway Golf Associates, Inc.

cc: Yibin Shen  
Gerald J. Ramiza  
Gregory R. Aker



October 14, 2022

Via Email

Amy Wooldridge  
Recreation and Parks Director  
City of Alameda  
2226 Santa Clara Avenue  
Alameda, CA 94501

Re: City's Demand for Greenway Attendance at Golf Commission Meetings

Dear Ms. Wooldridge:

I am responding to your Notice of Violation dated September 16, 2022, regarding Greenway's decision not to attend future Golf Commission meetings. As I explained in my September 13 email, I do not see how such appearances could be productive, given the ongoing litigation between the City and Greenway. Thus, I felt it best that we temporarily suspend these meetings, until the litigation is resolved. The meetings could lead to deepening the acrimony between the City and Greenway, and so I believe we should minimize our interactions at this time, while our attorneys work to resolve our differences.

Moreover, the City could unfairly use the meeting discussions against Greenway, its opponent in litigation, in an attempt to bolster its claims against Greenway and myself. After all, it is the City who chose to initiate litigation, not Greenway, and having taken this unfortunate step, the City cannot expect Greenway to submit to what amounts to free discovery – in this case, a deposition – without the benefit of legal counsel. My understanding is that, for this very reason, the near universal practice is that all communications between parties to active litigation take place between their legal counsel. Whoever appears at the Commission meeting on behalf of Greenway, whether it be me or someone else, would be in the untenable and defenseless position of being deposed and video recorded without counsel.

Indeed, the Commission meetings over the last eighteen months have been nothing but a platform to harass both Greenway and myself. The videos of those meetings, which are available on the City's website, show a constant pattern of hostility and prejudice. I have made numerous complaints to you about this treatment, while continuing to attend the meetings to meet the conditions of the Greenway Lease. I attend these meetings personally in order to prevent any member of my team instead being subjected to the abuse.

Nevertheless, despite all of these considerations, I understand your September 13 email as insisting that Greenway send a representative to all Golf Commission meetings, and that Greenway's failure to do so



will result in yet another “breach of the lease.” Your email was followed three days later by what has become the City’s near exclusive means of communicating with Greenway – yet another Notice of Violation under the Lease.

I have repeatedly implored the Commissioners to bring honesty and professionalism to the forum, instead of political grandstanding and theater. Commissioners have time and again made defamatory statements about Greenway’s solvency, stated many outright falsehoods regarding Greenway’s business, farcically feigned expertise in areas such as agronomy and water salinity, and prioritized the special privileges of their clubs and private social networks over the interests of the citizens of Alameda at large. The short-term suspension of Greenway’s live presence at these meetings, a direct product of the City’s ill-advised lawsuit at its taxpayers’ expense, will have little or no consequence in protecting the interests of Alameda citizens or the golf course.

I respectfully urge you to reconsider your demand that a Greenway representative continue to attend Golf Commission meetings. I think it will be most productive to meet with the Golf Commission again after this unfortunate chapter between the City and Greenway is behind us. Please work with me on this one issue so we avoid making matters worse or creating new misunderstandings and instead let’s focus our energies on finding an amicable pathway out of this sad situation.

Regardless of your decision, and in an effort to comply in good faith with the spirit and purpose of the Lease, Greenway will submit to the Golf Commission in advance of each meeting a written status update that will address Corica Park developments since the last Commission meeting. In addition, Greenway will be happy to respond to the Commission’s written questions after the meetings.

Please let me know if you have any questions regarding Greenway’s position in this matter.

Very Truly Yours,

*umesh patel*

Umesh Patel, President  
Greenway Golf Associates, Inc.

cc: Nancy Bronstein (via email)  
Yibin Shen (via email)  
Gerald Ramiza  
Gregory Aker

December 12, 2022

**VIA EMAIL**

Yibin Shen  
City Attorney  
City of Alameda, City Hall  
2263 Santa Clara Avenue  
Alameda, CA 94501

Re: Corica Park – City’s Letter of November 18, 2022

Dear Ms. Shen:

On behalf of Greenway Golf Associates, Inc., I am responding to the City’s letter dated November 18, 2022, signed by Acting City Manager Erin Smith and Recreation and Parks Director Amy Wooldridge, regarding Greenway’s appearance at Golf Commission meetings. In its letter of October 14, 2022, Greenway explained at length the reasoning behind its decision not to attend the meetings, including the City’s misguided action in filing a baseless lawsuit against Greenway, thus unfairly exposing a Greenway representative to interrogation by Commission members, without the benefit of legal counsel, on matters within the scope of the City’s complaint and Greenway’s cross-complaint. The City’s letter of November 18 fails to address these important considerations.

Section 3.6(f) of the Lease requires appearance at Commission meetings “as *reasonably* requested by the City.” It is plainly not reasonable to require a Greenway representative to appear at Commission meetings so that the City can conduct free and legally-authorized discovery against its opponent in litigation. Further, even if Greenway’s appearance were required, the City is not legally in a position to demand strict compliance, given its own material breach of the Lease and the covenant of good faith and fair dealing.

Nor does the City’s letter say *why* Greenway’s good faith proposal of submitting a written status report to the Commission in advance of each meeting is “an unacceptable substitute.” Greenway repeats its offer to provide the Commission a regular written report, but it will not do so unless the City agrees that, at least while litigation is pending, it will accept such reports as in compliance with sections 3.6(f) of the Lease. Please

Yibin Shen  
December 12, 2022  
Page 2

advise whether the City agrees to Greenway's proposal; if so, Greenway will be pleased to comply.

The City persists in its harassment of Greenway over petty matters – in the case of its November 18 letter, responding to a police request for Fire Tower access and the trimming of trees along Harbor Bay Parkway. As you know, Greenway has previously expressed its serious concerns in communicating with Ms. Wooldridge, the City's designated representative, whose sharply adversarial approach is both unproductive and generates needless disputes over matters that could easily be resolved through cooperative discussion. In response to Greenway's requests that the City designate a representative it can work with, the City has refused to replace Ms. Wooldridge.

As for the two specific complaints the City raises, Greenway general manager Brett Morrison notified Ms. Wooldridge in writing on October 30, 2022, that Greenway would promptly address the tree-trimming issue. At the Golf Commission meeting on November 8, ten days *before* the City's latest complaint letter, it was openly acknowledged that Greenway's tree work was well underway. With respect to police access to the Fire Tower, Greenway promptly responded, working directly with the Alameda Police Department to provide its officers the remote control necessary to gain entry. If the City has any remaining questions about these specific issues, Greenway will be happy to answer them.

As you undoubtedly know, the Alameda County Superior Court expressly found last week, in its order denying the City's anti-SLAPP motion, that Greenway had presented "a viable *prima facie* case" of the City's violation of Greenway's leasehold rights to operate the Golf Complex free from the City's interference, based on the incessant default notices for alleged violations that either were non-existent or had already been cured. In addition, the Court found credible evidence that the City's conduct toward Greenway was in "bad faith." The City's letter of November 18 only adds to the evidence of the City's wrongful interference and breach of the implied covenant of good faith and fair dealing.

Greenway has now amicably resolved the litigation brought by Marc Logan. Greenway expects soon to resolve the Nevarez ADA litigation, to which the City is also a party. With the distractions of the Logan and Nevarez lawsuits in its rearview mirror, and despite the burden the City has placed on Greenway's financial resources and management time, Greenway intends to resume its construction of the remaining nine holes of the North Course in the near future.

Yibin Shen  
December 12, 2022  
Page 3

The City's malicious and discriminatory actions, in bad faith and in breach of its Lease obligations, have resulted in the harm to Greenway described in its cross-complaint, including consumption of executive and staff time, delay in completing Corica Park improvements and resulting loss of revenues, damage to Greenway's business reputation, and the attorneys' fees and costs consumed in defending the City's specious claims, which, under the terms of the Lease, Greenway is entitled to recover from the City.

Greenway has reached the end of its patience in responding to the City's incessant and groundless or wholly inconsequential claims of Lease "violations" and "material defaults," diverting its energies from completing the North Course and managing Corica Park. Accordingly, please direct all such future notices to me and to Albert Tong, as Greenway's counsel, for so long as the parties remain in litigation.

Very truly yours,

BURKE, WILLIAMS & SORENSEN, LLP



Gregory R. Aker

GRA:tm

cc (via email)  
Elizabeth Mackenzie  
Kristen Mah Rogers  
Albert Tong  
Gerald Ramiza

OAK #4859-0754-1058 v1  
07993-0009



December 19, 2023

***Via Email***

Jennifer Ott, City Manager  
Justin Long, Recreation & Parks Director  
City of Alameda  
2263 Santa Clara Avenue, Room 280  
Alameda, CA 94501

Re: City of Alameda's Notice of Violations, November 22, 2023

Dear Ms. Ott and Mr. Long:

On behalf of Greenway Golf Associates, Inc., I am responding to your "Notice of Violation" of November 22, 2023, the latest installment in the City's twenty-six-month-long campaign of baseless allegations, threats, and blatant harassment directed at Greenway, and myself personally, for the transparent goal of terminating Greenway's lease of Corica Park with the City, without any legitimate grounds to do so.

Your most recent letter takes us into double digits for the number of formal written notices from the City, and we have now exchanged a total of 36 letters since October 2021, not to mention the meritless litigation you filed against Greenway and me personally. This compares to *zero* notices, lawsuits, or disputes in the previous nine years, when Greenway was owned by three white males, despite serious well-known and well-documented operational and financial issues at Greenway and Corica Park. Fueling the City's misguided efforts are its apparent desire to remove persons of color from Corica Park's management and assign the lease to someone more to the City's liking – specifically, who is *not* of color. We have already spelled out the allegations of racial discrimination in Greenway's cross-complaint, in the ill-conceived lawsuit the City initiated and which the City continues to prosecute.

Be that as it may, we will continue to be professional in our interactions with you and respond to each of the City's most recently alleged violations, one by one, directly and in good faith. As with the City's previous notices, the substance of the "violations" – most of a trivial, hypertechnical nature, if not flatly untrue – have no merit whatsoever.

Section 3.4 Annual Plan

Before the City made the unfortunate decision to file the lawsuit that is now pending, Greenway faithfully provided its Annual Plan to the City in the first quarter of each year, through my personal appearance at the Golf Commission's bi-monthly meetings, in full compliance with Section 3.4. Greenway has also continued to provide the City with monthly operating reports. With the onset of litigation, a personal appearance was no longer possible, to protect Greenway against the City's use of the meetings to generate evidence in support of its claims.



We have respectfully advised the City of this issue repeatedly, and formally in my letter to Ms. Wooldridge of October 14, 2022, and Greenway counsel Gregory Aker's letter to City Attorney Yibin Shen of December 12, 2022. In the letters you will find our efforts to collaborate on a reasonable, workable plan to provide written answers to questions and deliverables (previously presented in person to the Golf Commission) in order to keep open the flow of communications. We have received no written requests since December 20 of last year. A simple request for the hard copy of the annual report rather than a formal notice of violation would have sufficed if the City's true motivation was responsible stewardship of the asset, as opposed to use of City apparatus for continued harassment and threat of lease confiscation – the very same practices of intimidation established by your predecessors. I will forward the 2023 presentation under separate cover as per your request. In addition, I will send you a 2024 Annual Plan in January, in full compliance with Section 3.4.

#### Sections 3.5 and 3.6(f) Designation of Representatives

This latest Notice of Violation dishearteningly continues the pattern established by your predecessors of choosing accusations and threats, without any prior contact, over collaboration and a good faith effort to reach an expedient, informal resolution.

The statement that Greenway has ignored provisions related to the City's Golf Commission is categorically false. For the reasons already stated here and discussed in previous correspondence, we have repeatedly implored City staff to work with us on a reasonable solution to keep lines of communication open while litigation was pending, and to answer in writing any questions the Golf Commission might have. See my letter to Ms. Wooldridge and Ms. Smith dated October 14, 2022, and Mr. Aker's letter of December 12, 2022, directed to Yibin Shen, to which Mr. Shen never responded. It was not until December 20, 2022, that we received an email from Ms. Wooldridge providing us a set of Golf Commission questions, arising from the preceding two Commission meetings, thus establishing what we assumed was a workable communication mechanism. We sent our responses to each of the questions through Greenway counsel on January 5, 2023, to share with the Golf Commission. Since then, we have received *no further questions* from the City or the Golf Commission, indicating either that the Golf Commission has not had further questions or that City staff has no further interest in communicating with us, outside of needless violation notices.

To note, I have repeatedly made very clear my concerns about the abuse of power within the Golf Commission and have also made repeated attempts to try and reset that relationship. Certain current and former Golf Commissioners, led by Ms. Wooldridge, have used the Commission as a platform for spreading false, prejudicial, and discriminatory claims about Greenway Golf and its ownership. In response, I have implored the Commission to get back to the business at hand, as evidenced by my presentations to the Golf Commission at its meetings on March 8 and May 24, 2022 – specifically, to jointly steward Corica Park for broad community benefit, rather than using it as a platform to serve special interests of the long-standing golf clubs (of which the Commissioners are members) and other groups with a vested interest in stopping Greenway's efforts to provide *all Alameda residents* with ready access to Corica Park.



The latest tactic – specifically, to use City apparatus to conduct a “survey” on the operations of a privately-owned business during a time when Greenway cannot participate in the survey due to active litigation – should be viewed in this context. The Commission clearly has no discernable expertise in survey design and no mechanisms in place to ensure the gathering of responses that are *impartial* and representative of *all* Corica Park stakeholders. The opinions of the sole member of the Commission with any golf operations experience are consistently ignored or overruled. It is an irresponsible endeavor that interferes with Greenway’s right to “operate and manage” Corica Park as it sees fit, in direct violation of section 3.2 of the Lease, in addition to potential, misguided reputational damage to Greenway and its employees.

The characterization of my communications with Mr. Long is also grossly inaccurate. Nowhere in the email to Mr. Long did I state that Greenway would “not communicate with” the City’s designated representative on “basic golf course management issues.” More specifically, on September 27, 2023, Mr. Long reached out to me directly with a cordial, general request to “learn more about the unique offerings and amenities” of Corica Park, and to discuss “operation and vision for the facility.” On October 6, I sent a polite response that I would reach out to him after the litigation was resolved to “(share) my vision for Corica Park and its role as a community resource.” I wished Mr. Long the “very best in (his) new position.” At no point did he reference any desire to “monitor Greenway’s compliance of the Lease” or indicate any pressing issues that needed to be addressed. Although, for the reasons already stated, I declined his invitation to a personal meeting, I never said that Greenway would not welcome and promptly respond to any and all information requests from Mr. Long or others at the City.

Additionally, as you are well aware, nowhere in the Lease does it state that the Chief Executive Officer of Greenway Golf must be the main point of contact for the City’s designee. As you also know, Corica Park has a General Manager (Brett Morrison) who is continually onsite to deal with day-to-day operations. If you were not aware, Ms. Wooldridge should have told you, because she has frequently communicated with Mr. Morrison over the past three years on a wide variety of operational issues. To date, Mr. Morrison has received no communication from either of you. In fact, Greenway Golf staff were not officially informed that it had designated Mr. Long as its representative until he sent me the September 27 email mentioned above, months after the City’s former designee left the position. Nobody at Greenway received any correspondence from Ms. Ott until this latest Notice of Violation.

To reiterate, it is not feasible for Greenway to appear at meetings with the City or Golf Commission, or their “designated representative,” due to the pending City-instigated litigation. Were it to do so, Greenway would be subjecting itself to a free fact-finding mission by the City, without the benefit of legal counsel, placing it in the untenable position of providing evidence the City would be free to use in attempting to bolster its meritless claims. That said, Greenway remains happy to answer any and all written questions by the City’s designated representative – who we understand is now Mr. Long, its Recreation & Parks Director – either directly to Mr. Morrison, to myself, or to Greenway’s attorneys.

#### Section 5.7 Audit



The City has no right or legal basis under the Lease to an unlimited audit of Greenway's books and records. Greenway acknowledges, however, that it is required by the Lease and First Amendment to provide calculations and supporting documentation regarding its payment of percentage rent to the City. Your demand for it at this time is wholly inconsistent with the Lease, providing yet another example of the City's harassing and threatening behavior towards Greenway. Section 5.5 of the Lease states that any reporting and payment of percentage rent must occur "[w]ithin sixty (60) days after the end of each Lease Year".

In accordance with this provision, we will provide a statement with Greenway's percentage rent calculations in reasonable detail, including supporting documentation and any additional rent payment due, on or before February 29, 2024. To be clear, the Lease does not require Greenway to provide any information during the lease year, beyond the monthly summaries we have already provided. To the extent the City finds Greenway's submissions insufficient, we will consider adding to them, assuming the request is reasonable.

#### Exhibit F.1.6 Inquiries and Complaints

Greenway has at all times had "designated responsible management personnel" available to receive all "inquiries and complaints" about Corica Park and to respond to those complaints. As stated above and is well known to the City, our General Manager is Brett Morrison. Additionally, our Assistant General Manager is Steve Amaral. Both are available on a daily basis to accept inquiries and complaints from golfers or any other persons using Corica Park's facilities. I would presume that, following her ten-year tenure, Ms. Wooldridge would have facilitated a transition to Mr. Long by sharing this most basic of information. If Ms. Wooldridge was unwilling or unable to share her knowledge about Corica Park management personnel, I would have been happy to provide that information. The City's claim that Greenway "does not have anyone designated to respond to inquiries and complaints" and its threat to declare Greenway in default on this basis is, putting it bluntly, absurd.

Further, Greenway is not aware of any reasonable complaints that have not been "abated within three (3) working days." Nor has the City ever *advised* Greenway of any such complaints. If the City believes Greenway is in violation of this Lease provision, I challenge you to specify each such complaint, who made it and when it was made, the substance of the complaint, and evidence that Greenway failed to reasonably respond to the complaint.

#### Exhibit F.2.1 Trees

To the best of Greenway's knowledge, there are not "numerous dead trees," which pose a "critical safety issue" as the City vaguely alleges, without a shred of supporting evidence. Greenway takes immediate steps to remedy any safety issues as soon as they arise. The City cites no evidence to support its conclusory allegation that Greenway has "repeatedly been in violation of this provision." Again, if there is any basis for the City's hollow allegations, we challenge you to provide the specifics.

The City's repeated use of this unsupported allegation under my ownership of Greenway is in stark contrast to its lax enforcement of tree-trimming requirements when Greenway was



under prior ownership. (See the City’s tree-related violation notices dated 10/18/21, 1/20/22 and 11/18/22.) In email correspondence with former owners Ken Campbell and Marc Logan on July 28, 2017, on the other hand, Ms. Wooldridge asked that the eucalyptus “be on a schedule for trimming every three years,” and “if that is too much of a financial burden to do all at once, then [Greenway] should do what it can.”

#### First Amendment to Lease, North Course Construction

The City’s internal communications unequivocally state that it has no right to a construction schedule and neither the Lease nor the First Amendment contains any requirement that Greenway provide one. Nevertheless, in a good faith effort to prevent further harassment, Greenway provided the City an estimated schedule for completion of the North Course in a letter to Ms. Wooldridge dated September 14, 2022. As of this writing, the scheduled date for North Course opening is December 2024; there is no reason to provide “up-to-date construction schedules or timely updates or plans,” as the City pointlessly demands, in the hope of generating a dispute where there is none. We are committed to transparent communication to keep all of our golf patrons and Alameda residents informed. We encourage you to visit our website and follow our social media platforms for updates on all the happenings at Corica Park and opening dates for all our improvements.

In addition, Greenway has already submitted plans and a topographic survey for the renewal of permits for North Course work to the City Planning Department, and Greenway is awaiting the Department’s review and approval of those plans. Until that happens, the next phase of North Course construction cannot commence. If, indeed, the City is concerned about the timing of work on the North Course, it should *assist* Greenway in its efforts to secure the necessary permits and advise *the Planning Department* to expedite its plan approvals.

My team and I have spent considerable time, energy, and resources this year working with the City’s Public Works Department to continually improve the hydrology of Corica Park and prepare the site for the upcoming storm season. We have also enjoyed an excellent working relationship with the City Planning Department. I very much appreciate these collaborations. If you would like a professional reference for how my team and I would work with a well-run City Department, one free of bias and ulterior motives, please contact your Public Works and Planning Departments, located at City Hall West.

#### The City’s Threats of Default and Pursuit of “Remedies Available to it Under the Lease”

Bookending its three pages of unsupported and stale accusations, the City threatens to declare Greenway in default, and without directly saying so, taking steps to terminate the Lease. For any number of reasons, the City’s threats are meaningless. First and foremost, as demonstrated above, the claims of “defaults” have no merit whatsoever. On the contrary, *the City* is in breach of the Lease, for all the reasons laid out in Greenway’s cross-complaint, entirely disqualifying the City from asserting its default claims against Greenway.

Even if the City’s claims did have merit, the City and Greenway are already in litigation, with the City seeking a judicial declaration that it is entitled to “terminate the [Lease]



Agreement.” Thus, the City’s latest threats of termination are meaningless. Greenway is confident the Court will uphold its compliance with the Lease and deny any default or termination remedies asserted by the City, awarding Greenway both damages and attorneys’ fees in the process. If the City were to terminate the Lease illegally, through self-help, thus interfering with Greenway’s contractual right to continue operating Corica Park over the remaining decades of the Lease, Greenway would have a massive damages claim against the City for lost profits, likely more than \$150 million.

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Under Greenway’s guidance, Corica Park has become and remains an incomparable asset to the City. In 2023, Corica Park enjoyed another exceptional year, with robust utilization and strong revenue growth – all to the City’s direct benefit. Greenway has paid over \$400,000 in rent to the City between January 2023 and November 2023, and will be a solid and sustainable economic engine for the City in the coming years and decades. Greenway has completed numerous improvements to Corica Park in 2023, including the installation of Top Tracer equipment in all 47 driving range stalls, and ecologically responsible South Course cart paths, made from 100% biodegradable compressed walnut shells. The first-ever application of this concrete and asphalt alternative has led to recognition of Corica Park from GEO Foundation for Sustainable Golf, an international non-profit entirely dedicated to helping accelerate sustainability in and through golf.

Beyond its financial performance and environmental advancements, the Corica Park team has received accolades in recognition of its community work, including the 2023 Community Advocacy Award for California’s Eighteenth District, from State Assemblywoman Mia Bonta. As the City is well aware, Greenway has started numerous no-cost programs during the four years of its management. We recently completed a shoe drive, raising funds for more than 300 pairs of shoes for youth from Ruby Bridges Elementary, Alameda Point Collaborative and AUSD homeless families. In the summer of 2024, we will host our fourth annual On the Green Golf and Play Summer Camp, offering completely free activities, golf, meals, and round-trip transportation to over 250 East Bay underserved youth who lack access to outdoor recreation and the health benefits of open, green space.

In short, while under Greenway’s management, the City is uniquely privileged to have a public golf facility as successful, environmentally friendly, socially conscious, and remunerative as Corica Park. This is in stark contrast to Corica Park’s distressed condition before the involvement of Greenway’s current ownership. Thus, the City’s treatment of Greenway since my involvement remains incomprehensible, leading to the inescapable inference that it is motivated not by legitimate business concerns but by discriminatory animus.

I end with comments on the references you make in your notice of violation that “this is an ongoing business relationship” and that “ensuring the Golf Complex best serves the community” is of critical importance to the City. I would respond by saying that I fully agree with these points. But, to date, the City has not shown an interest in forging a collaborative business relationship or working together in the best interests of the entire community. On the contrary, Greenway’s repeated efforts to work together with the City were either rebuffed or



ignored. Instead of responding or meeting with me, City staff bombarded Greenway with Notices of Violation, then filed a groundless lawsuit against it. As an example, in my nine-page letter to the City Council dated April 19, 2022, I stated numerous times that “I am ready to meet with you at any time.” Instead of acknowledging or supporting our efforts to provide opportunities that never existed before for underserved youth, high school and college students, women and girls, local non-profits, small businesses, educators, and the community at large, the City has chosen a narrower definition of community that only includes a small group of well-connected individuals who would like to preserve their preferential use of Corica Park at the expense of all Alameda residents.

Please let me know if I can provide any further information regarding Greenway’s response to the alleged Lease violations, or if I can answer any further questions regarding Corica Park or Greenway’s management of the facility.

Sincerely,

*Umesh Patel*

Umesh Patel, Chief Executive Officer.

cc: Counsel



May 6, 2024

Dear Ms. Ott and Mr. Long:

I am responding to your letter of February 5, 2024, regarding the City's notice of alleged violations, dated November 22, 2023. We have delayed a formal response pending the City's comments on information Greenway provided to the City earlier this year. Since we have heard nothing, we provide this response.

### **2024 Annual Plan**

Greenway provided the City its 2024 annual plan on January 31, 2024. To date, Greenway has not received "comments or questions" since.

### **Attendance at Golf Commission Meetings**

Greenway has repeatedly explained to the City the reasons why, with the City's litigation pending, a Greenway representative cannot personally attend Golf Commission meetings without compromising its position in defending the City's claims. It was *the City* who elected to file a meritless lawsuit against Greenway. By doing so, it necessarily cut off personal appearances by Greenway representatives at Golf Commission meetings, due to the unfairness of allowing the City to use the meetings to generate evidence to support its claims.

The reasonableness of Greenway's decision has been highlighted by the recent depositions of the current Golf Commission chairperson and previous vice chairperson, revealing use of the Commission platform to represent the special interests of service clubs, rather than the interests of all Alameda residents, to make defamatory remarks about Greenway, including its policies and financial position, and to aid the City's senseless litigation.

In place of personal appearances, Greenway offered to respond to written questions. After answering a number of questions in December 2022, Greenway did not receive any additional questions from the Commission, until an email from the City's counsel, Mr. Kuhn, in June 2023, asking the status of North Course construction. Your claim that Greenway did not respond is false. On June 26, 2023, Greenway provided Mr. Kuhn with a press release regarding North Course design and construction. The City should not need to ask about permit status, as it is the City who *issues* the permit, and there was no contractor yet on board for the North Course back nine. Your claim that Greenway has "sought to push discussions through the litigation process" is strange, in that it was *the City* who began the litigation, with no facts to support it. Further, the Corica Park website, readily accessible to the public, including Golf Commission members, has always provided status updates regarding Corica Park, including progress of North Course design and construction.

The City now asks Greenway to propose an "alternative process" for Greenway to "meaningfully engage with the Golf Commission." Although, as the party responsible for



*preventing* open communications, it should be the *City* who arrives at a plan for ameliorating the problem. Nevertheless, Greenway proposes the following: in addition to answering written questions, Greenway can provide the Commission with a brief written status update on Corica Park operations in advance of each Commission meeting, and as before, will respond to written questions from the Commission that arise during the meeting.

### **Rent Calculations and Supporting Documents**

Greenway provided the City a statement of its rent calculations in February 2024, including all supporting documentation. To date, Greenway has received no response to its calculations or adequacy of documents provided.

### **Inquiries and Complaints**

In its letter of December 19, 2023, Greenway fully responded to the City's notice of violation alleging that Greenway did not have an individual available to receive and respond to complaints from its customers. Specifically, Greenway advised that both its general manager, Brett Morrison, and assistant manager Steve Amaral, were regularly available to receive customer complaints and to respond to them. In your February 5 letter, you confirmed that Greenway's response was satisfactory. Since then, Mr. Morrison has been replaced by Greenway's new general manager, Jeff Perry. As before, Mr. Perry is available on a continuing basis to handle customer complaints.

### **Tree Pruning Procedures**

First, there is absolutely no evidence to support the City's claim that there are "dead and dying trees that pose imminent danger to people and property." In fact, during the site inspection the City and its arborist conducted just last week, no such trees were identified.

The subject of a pruning program was addressed during my deposition on April 10, 2024. As I testified, Greenway does not have a formal *written* program regarding tree trimming. Better than that, Greenway's maintenance supervisor, Vinny Paul, and his supporting crew, inspect Corica Park on a daily basis, especially after rainstorms, to identify and take down any trees or branches that present a potential safety hazard, either to golfers or to those outside of Corica Park. Greenway's tree trimming program is in full compliance with the lease.

### **North Course Construction**

Information on the status of North Course construction, including a schedule for design and construction, has always been available through the Corica Park website already mentioned. The City's demand for duplication of this information is telling evidence of its true motivation – to invent trumped-up excuses for declaring Greenway in default, rather than a true desire for information.



Once again, in the spirit of cooperation, Greenway provides the following construction schedule for North Course back nine. The dates shown below are *estimates only*.

March 25, 2024,	City issues final permit with updated FEMA flood zone regulations
March 26 – May 27	Mobilization of design and construction team
May 2024	Irrigation and grading of holes 12 – 18 begins
May forward	Work with Public Works on upgrading flood mitigation infrastructure and stormwater retention
May – August 2024	Site work on holes 12-18, starting with holes 16, 17
August – Sept. 2024	Sodding
Sept to December 2024	Additional landscaping, finishing touches
December 2024	Completion of construction; depending on weather, estimated formal opening December 2024

Greenway is currently in the final stages of preconstruction planning for the remaining improvements to the North Course back nine. During May, Greenway anticipates holding an in-person meeting with City Planning Department representatives, in accordance with the permit requirements, and advising the City of its contractor details, in the run up to the start of construction.

Please let me know if I can provide any further information regarding the subjects discussed above or any other aspect of Corica Park operations.

Sincerely,

*Umesh Patel*

Umesh Patel, Chief Executive Officer

cc: Counsel

# CORICA PARK

1927

March 17, 2026

Via Email

Justin Long

Director of Recreation and Parks

City of Alameda

Re: Corica Park – Parking Lot Lighting

Dear Justin:

We have received your March 9 letter regarding lighting in the parking lot of the Corica Park Golf Complex. To clarify, the lease provisions cited in your letter do not appear to specifically involve the parking lot. Section 2.19.6 covers “RESTROOMS.” Section 2.21 addresses “COURSE LIGHTING.” Corica Park does not have lights on the golf course. Section 2.24.6 relates to “DRIVING RANGE MAINTENANCE.”

As a matter of practice, the City has always assumed responsibility for lighting the parking lot at Corica Park, in connection with its obligation under Section 6 of the First Amendment to Lease to repair and resurface the parking lot. In at least two Golf Commission meetings, held on November 9, 2021, and January 11, 2022, Amy Wooldridge, openly and as recorded on video, acknowledged the City’s responsibility for parking lot lighting. In the first meeting, in response to a complaint by Ms. Loud, Ms. Wooldridge stated that the City’s Public Works Department planned on installing “solar lights” to illuminate the parking lot. In the second, Ms. Wooldridge described the City’s plan to install “floods” on the “backside of the driving range lights,” directed toward the parking lot, with “other lights in the parking lot” installed by the City’s “lighting company.” Lighting the parking lot was, as Ms. Wooldridge stated, “on [the City’s] radar.” If helpful, it may assist to review the publicly recorded Commission meetings available on the City’s website.

Greenway views this approach as reflecting the same pattern and practice of harassment established by your predecessors, a situation that had hoped to be moved beyond. Our goal is to work collaboratively with the City to address matters at Corica Park in a productive manner.

Greenway believed that a constructive working relationship and shared commitment had been established to address issues at the golf course through open communication and good-faith

# CORICA PARK

1927

problem solving. For that reason, Greenway was surprised to receive a formal letter containing demands—along with references to the Lease that do not appear to apply to the parking lot—without any prior communication regarding the issue.

Going forward, it would be appropriate that any future allegations or demands be supported by verifiable facts and raised through a collaborative process so they can be resolved constructively. To that end, we would appreciate the opportunity to discuss any concerns or questions directly so that they can be reviewed and resolved efficiently and without unnecessary escalation.

Despite the City's assurances that it would assume responsibility for parking lot lighting, this work has not occurred in the past four years since those statements at the Golf Commission meetings. However, in a gesture of good faith and in the interest of addressing the current situation promptly, Greenway has begun replacing the parking lot lighting lamps on fixtures that currently have power in an effort to restore them to operation. Greenway is taking these steps in the interest of resolving the immediate issue quickly while the broader responsibility for parking lot lighting is clarified.

Work is underway and expected to be completed by the coming week. Our initial review suggests that certain City-owned poles along the Memorial Road entry may not currently have power. If confirmed, those poles may require further review and repair by the City's Public Works Department.

Please let me know if you or the City have any remaining questions regarding this matter.

Sincerely,  
Ken Campbell  
General Manager, Corica Park