



Contract Number

19-279 A-2

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	30 WEST PERSHING, LLC
Contractor Representative	JoLynne Zade
Telephone Number	816-872-1700
Contract Term	4/30/2019 – 3/31/2042
Original Contract Amount	\$14,503,125
Amendment Amount	\$0.00
Total Contract Amount	\$14,503,125
Cost Center	1161161000
GRC/PROJ/JOB No.	
Internal Order No.	

Briefly describe the general nature of the contract:

Amendment No. 2 to Ground Lease Agreement No. 19-279 with 30 West Pershing, LLC to modify the Rent Commencement Date to be April 1, 2022.

SECOND AMENDMENT TO GROUND LEASE AGREEMENT 19-279

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County ("COUNTY"), as landlord, and Topgolf USA SBD, LLC ("TOPGOLF"), as original tenant, entered into Ground Lease Agreement, Contract No. 19-279, dated April 30, 2019, as amended by the First Amendment dated January 29, 2021 (collectively, the "Lease") for certain premises comprising approximately 13.7 acres of land located at the southeast corner of Fourth Street and Archibald Avenue in the City of Ontario, as more specifically set forth in the Lease, for a term that is currently scheduled to expire twenty (20) years after the Rent Commencement Date; and

WHEREAS, TOPGOLF assigned the Lease to 30 West Pershing, LLC on December 21, 2021, and accordingly, all references to TENANT in the Lease shall mean 30 West Pershing, LLC, as successor-in-interest to TOPGOLF; and,

WHEREAS, the Rent Commencement Date is currently defined as the day the earlier of the following events occurs: (i) TENANT opens its business at the Premises for the Permitted Use to the public or (ii) 365 days from January 25, 2021, as more specifically set forth in the First Amendment, and

WHEREAS, COUNTY and TENANT now desire to amend the Lease to modify the Rent Commencement Date as more specifically set forth in this amendment (the Second Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, effective as of the date the last of the parties executes this Second Amendment ("Second Amendment Effective Date"), the parties hereto agree that the Lease is amended as follows:

1. DELETE in its entirety, the "Rent Commencement Date" provision of the Basic Lease Terms – Reference Pages of the Lease, and SUBSTITUTE therefore the following:

Rent Commencement Date: April 1, 2022.

2. Any payments of Rent made by TENANT to COUNTY prior to the Second Amendment Effective Date, shall be credited against, and shall offset on a dollar-for-dollar basis, any Rent which accrues and becomes payable pursuant to this Second Amendment.

[Remainder of this page left intentionally blank]

3. All other provisions and terms of the Lease shall remain the same and are hereby incorporated by reference. In the event of any conflict between the Lease and this Second Amendment, the terms and conditions of this Second Amendment shall control. Capitalized terms used but not defined herein shall have the meaning given such terms in the Lease.

END OF SECOND AMENDMENT.

SAN BERNARDINO COUNTY


30 WEST PERSHING, LLC

Curt Hagman, Chairman
Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monnell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

By  _____
(Authorized signature - sign in blue ink)


Name _____

Title _____

Dated: _____

Address _____

Approved as to Legal Form

 _____
Agnes Cheng, Deputy County Counsel


Date _____

Reviewed for Contract Compliance

 _____

Date _____

Reviewed/Approved by Department

 _____
Lyle Ballard Real Property Manager, RESD

Date _____