

**SECOND AMENDMENT TO AGREEMENT REGARDING GOLF COURSE
PROPERTY MAINTENANCE**

This SECOND AMENDMENT TO AGREEMENT REGARDING GOLF COURSE PROPERTY MAINTENANCE (this "Second Amendment") is made and entered into as of _____, 2025, (the "Amendment Effective Date") by and between **ROC III CA BELAGO, LLC**, a Delaware limited liability company ("Owner"), and the **CITY OF MORENO VALLEY, CALIFORNIA** (the "City").

RECITALS:

WHEREAS, Owner and City entered into that certain Agreement Regarding Golf Course Property Maintenance dated as of November 2018 (the "Original Agreement");

WHEREAS, the Original Agreement was amended pursuant to that certain First Amendment to Agreement Regarding Golf Course Property Maintenance, dated as of September 9, 2020 (the "First Amendment");

WHEREAS, pursuant to the Original Agreement and First Amendment, Owner is required to complete and operate a permanent golf course clubhouse as a condition to obtaining Certificates of Occupancy for residential units on the Multifamily Parcel;

WHEREAS, Owner has encountered unexpected and unavoidable delays in completing the clubhouse renovation due to circumstances including, but not limited to, issues with the local water district, and anticipates that completion will require additional time, currently anticipated to be approximately nine months from the Amendment Effective Date, beyond what was contemplated in the Original Agreement and First Amendment;

WHEREAS, multiple homes on the Multifamily Parcel (as defined in the Original Agreement) are nearing completion and are expected to be ready for Certificates of Occupancy in March 2025, but under the current terms of the Original Agreement as modified by the First Amendment, would be unable to obtain such Certificates, thereby delaying the delivery of critically needed housing;

WHEREAS, Owner has requested a temporary extension of the clubhouse completion requirement to allow for the issuance of Certificates of Occupancy by the City for completed apartment units on the Multifamily Parcel (as defined in the Original Agreement), in addition to the ability to assign the operation of the Golf Course, in addition to the Clubhouse, to a third party, while ensuring certain financial commitments and assurances to the City;

WHEREAS, City is willing to provide such an extension to facilitate the timely occupancy of these homes, subject to the terms and conditions set forth herein, including phased financial payments and a final bond requirement to secure performance;

NOW, FOR AND IN CONSIDERATION of the covenants, agreements, and premises herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Section 1 of the Original Agreement. **Section 1** of the Original Agreement, as amended by the First Amendment, is hereby deleted in its entirety and replaced with the following:

"1. Operations. Owner may obtain Certificates of Occupancy for the residential units prior to completion of the clubhouse, subject to the following conditions:

(a) Owner shall make a one-time payment to the City in the amount of **Fifteen Thousand Dollars (\$15,000)** upon execution of this Second Amendment.

(b) If the clubhouse renovation is not completed within **one (1) year and one (1) day** from the Amendment Effective Date, Owner shall make an additional payment of **Thirty Thousand Dollars (\$30,000)** to the City.

(c) If the clubhouse renovation is not completed within **two (2) years** from the Amendment Effective Date, Owner shall post a bond in an amount equal to the estimated cost of completing the clubhouse renovation, as determined based on an independent appraisal or market-rate construction estimates, subject to review by both Owner and City.

(d) **Assignment of Clubhouse and Golf Course Operations.** Owner shall retain the obligation to complete the clubhouse renovation and ensure the continued operation of the Golf Course in accordance with the terms of the Original Agreement, as amended. However, Owner may assign the right to operate the clubhouse and/or the Golf Course to a successor or assignee. Owner shall provide the City with written notice of any such assignment no later than ten (10) days after execution of the assignment agreement. Such notice shall include the name of the assignee and confirmation that the assignee has agreed to operate the clubhouse and/or Golf Course in compliance with the terms of the Original Agreement, as amended. Owner shall have no further obligation for day-to-day operations following such assignment, provided that Owner ensures the assignee has the financial and operational capacity to perform its obligations. City approval of such assignment shall not be required."

2. Amendment to Section 4 of the Original Agreement. **Section 4** of the Original Agreement (Default), as amended by the First Amendment, shall remain in full force and effect, except that the following modifications are hereby added:

"4. Default. In the event of closure of the Golf Course, the City shall have the right to access the remaining funds in the account for the continued maintenance of the Golf Course area in a Park-like condition, without any claim to those funds from the Owner or any third parties that may have been operating the Golf Course. City shall not use the funds for any other purpose. City shall also have the right to use the water from the existing wells for irrigation purposes at no cost to the City.

In the event that Owner assigns the operation of the Golf Course pursuant to Section 1(d) above, Owner shall take reasonable steps to ensure that the assignee has the financial and operational capacity to fulfill its obligations. Upon such assignment, Owner shall be relieved of direct operational responsibilities and shall have no liability for the assignee's performance, provided that Owner has complied with its obligation to ensure a qualified operator. Owner shall not be

responsible for any operational failures or noncompliance by the assignee, except to the extent that such failure results from actions taken by Owner after the assignment. Any further assignment by the assignee shall require written notice to the City but shall not require City approval.

Additionally, in the event that the clubhouse renovation is not completed within two (2) years from the Amendment Effective Date, the City shall have the right to draw upon the bond required under Section 1(c) of the Original Agreement, as modified by this Second Amendment, to ensure completion of the clubhouse renovations. The City may also require the Owner to provide progress updates on the status of clubhouse renovations on a quarterly basis, demonstrating reasonable progress toward completion."

3. Effect of Second Amendment. Except to the extent expressly provided herein, the Original Agreement, as modified by the First Amendment, shall remain unmodified and in full force and effect in accordance with its terms. All references in this Second Amendment to the "Original Agreement" or words of similar import shall be deemed to refer to the Original Agreement as amended by this Second Amendment and the First Amendment. In the event of an inconsistency between the terms of the Original Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall control.

4. Execution. This Second Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Signatures to this Second Amendment transmitted by electronic means shall be valid and effective to bind the party so signing.

5. Capitalized Terms. Any initially capitalized term used, but not otherwise defined herein shall have the meaning ascribed to such term in the Original Agreement as modified by the First Amendment.

6. Governing Law. This Second Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles. Any legal action or proceeding arising under this Second Amendment shall be brought exclusively in the state or federal courts located in Riverside County, California.

7. No Further Modification. Except as expressly amended by this Second Amendment, all other terms and conditions of the Original Agreement, as amended by the First Amendment, shall remain unchanged and in full force and effect.

8. Severability. If any provision of this Second Amendment is found to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed modified to the extent necessary to render it valid, legal, and enforceable while preserving its intent. If no such modification is possible, the provision shall be severed from this Second Amendment, and the remaining provisions shall remain in full force and effect.

9. Headings. The headings used in this Second Amendment are for convenience only and shall not affect the interpretation of any provisions herein.

10. Entire Agreement. This Second Amendment, together with the Original

Agreement and the First Amendment, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether written or oral.

11. Binding Effect. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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**SECOND AMENDMENT TO AGREEMENT REGARDING GOLF CLUB
PROPERTY MAINTENANCE**

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the Amendment Effective Date.

City of Moreno Valley

By: _____

Date: _____

ROC III CA BELAGO, LLC, a Delaware
limited liability company

By: ROC III Real Estate Holdings 2, LLC a
Delaware limited liability company
Its: Managing Member

By: _____
Title: Manager
Date:

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head

Date

GUARANTOR:

**BRIDGE MULTIFAMILY &
COMMERCIAL OFFICE FUND III LP**
a Delaware limited partnership

By: Bridge MF&CO Fund III GP LLC, a
Delaware limited liability company
Its: General Partner

By: _____
Title: Director
Date: