

Harada, Patricia

Subject: FW: El Segundo Girls Golf - Varsity and Junior Varsity

From: Daniel Slack <slackm@sbcglobal.net>
Sent: Tuesday, September 26, 2023 10:43 AM
To: James Venezia <james.venezia@topgolf.com>; LAUREN RYKER <rykerlauren93@gmail.com>
Cc: Boyles, Drew (Mayor) <dboyles@elsegundo.org>; Charley Finney <bigfindaddy@gmail.com>; Chris Pimentel <pimentelca@hotmail.com>; Christa Caban <christa.caban@gmail.com>; Cindy Shadel <cindy@cindyshadel.com>; David March <dmarch@esUSD.net>; Diane Harris <theatreeducationarts@gmail.com>; Edward Chang <edward.chang@topgolf.com>; Forrest Davis <forrest176davis@gmail.com>; Genifer Gray <genifer.gray@topgolf.com>; Goran Dasilva <goran.dasilva@gmail.com>; James Vye <jvye@toyotasportsperformancecenter.com>; Josh Alpert <josh@joshgolf.com>; Julia Straszewski <jstraszewski@esUSD.net>; KVS <kevefx@gmail.com>; Karen McAndrews <kkmcandrews@yahoo.com>; Kevin Johnson <kevin.johnson2@ferguson.com>; Kristen Patterson <krisbake321@hotmail.com>; Leslie Walden <lwalden@aol.com>; Marisa Janicek <mjanicek@esUSD.net>; Melissa Moore <mmoore@esUSD.net>; Patricia Guzman <pguzman@esUSD.net>; Raj Patel <rajinsf@yahoo.com>; Robert Sowder <robninsyry4@gmail.com>; Ruchi G <senorita3232@yahoo.com>; Baldino, Ryan <rbaldino@elsegundo.org>; Shayna Finney <shaynafinney@gmail.com>; Steve Shevlin <sshevlin@esUSD.net>; Steven Gebhart <sgebhart@esUSD.net>; Tauli Anderson <tauli.anderson@gmail.com>; Tracey Miller-Zarneke <tmiller-zarneke@esUSD.net>; Corkins, Aaron (Lieutenant) <acorkins@elsegundo.org>; ALL ELECTED OFFICIALS <ALLELECTEDOFFICIALS@elsegundo.org>; basecat8@yahoo.com; ckessler@scga.org; dwheaton@esUSD.net; fglynn@esUSD.net; hollismithkobzina@sbcglobal.net; jenx867@gmail.com; mariejbeach@yahoo.com; mbeachly@esUSD.net; mom.ortiz.16@gmail.com; ngatch@pgahq.com; staceelong@aol.com; volunteeringfun@gmail.com
Subject: Re: El Segundo Girls Golf - Varsity and Junior Varsity

Good Morning Coach Lauren:

I understand your response as Mr. Venezia openly made comments about you that facially, appeared to be on the defensive and to possibly discredit you. I have witnessed this tactic before in my line of work and I, personally, can see right through it. As a leisure golfer, I understand the male dominated part of this sport and I hope the very insensitive acronym for GOLF:

Gentlemen Only, Ladies Forbidden

Is not having one ounce of play in you being our coach, the girls golf team, and the girls ability to nurture that ability at a facility the City of El Segundo executed a contract that is explicit on the responsibilities to our youth in El Segundo.

You have been supportive, protective, and not once indicated why the girls no longer practiced at Top Golf. The parents noticed the difference and questioned it. I have no doubts about your ability, care and acumen for the game and my daughter adores you. That has not changed. Continue to do what is in the best interest of our girls - continue to nurture and protect them and us parents will do the rest. We are a mighty hand and when we come together in a fist, we have the power of the pen, social media, and long standing community lines that are generational.

Mr. Venezia - please kindly send those guidelines and protocols for booking tee times and golf bay availability and when was this effective as you mentioned below- Second Request.

Sincerely,

Daniel Slack Jr.

On Monday, September 25, 2023 at 08:14:02 PM PDT, LAUREN RYKER <rykerlauren93@gmail.com> wrote:

To those who are concerned :

I am simply the coach of the Girl's Golf Team and was attempting to come to an agreement with Top Golf as Jim has repeatedly stated as his "only desire to help" because he "sits on the Board of Directors for Education Foundation for the El Segundo Unified School District."

I have 3 easy requests ; each numbingly scrutinized by Jim and promptly rejected.

The third requirement that was outrightly dismissed by Jim involved ONLY the SAFETY of my girls while practicing at Top Golf.

A "vendetta"?

I am here to coach and assist the girl's golf team. That's all.

Jim, I was readily open to come to an agreement in my email with my simple requirements to get the girls team practices back on track in the middle of our season and this behind us all.

In your meeting, this Friday with the school get this resolved for the benefit of the El Segundo High School Girls Golf Team.

Coach Lauren

On Mon, Sep 25, 2023 at 2:21 PM James Venezia <James.Venezia@topgolf.com> wrote:

Good Afternoon Everyone,

Thank you for cc'ing me in on this communication. There seems to be lots of misinformation regarding Topgolf position with the Junior and School Programs here in our community. Topgolf has been and still is very committed in supporting the needs of our community and especially the town of El Segundo. Topgolf continues to go above and beyond the commitments outlined in the Agreement between the City of El Segundo and Topgolf for our schools and community.

We have a meeting set with Marisa Janicek and Steve Gebhart this Friday at 2pm to clear up the miscommunication and misinformation that is with the El Segundo Girls Golf Team and Topgolf. We would be happy to meet with anyone that has concerns with the programs in place for supporting the community. Topgolf prides itself on community involvement continues to look for ways to be more involved.

El Segundo Girls Golf Coach, Lauren Ryker a former Topgolf Associate, refuses to follow the guidelines put in place for booking times to use the facility, both the Venue and The Lakes. The booking processes that we have in place are so that we may accommodate the many requests that come Topgolf's way. The Teams from El Segundo are a top priority for Topgolf. It's never been about money when giving back to the community. Topgolf is not the ONE standing in the way of the El Segundo Girls Golf Team and their ability to use the facility. This is more of a personal agenda of the Coach. Topgolf worldwide is working hard to grow the game of golf, not stand its way and El Segundo wants to lead the charge.

I am available anytime to address any questions or concerns with anyone regarding anything that has to do with Topgolf and its support of our community. Please reach out to me directly. My information is listed below. Thank You!

Regards,

Jim Venezia

Director of Operations

TOPGOLF: Los Angeles - El Segundo

C: 602-418-3732 | O: 424-567-6351

400 S Pacific Coast Highway | El Segundo, CA 90245

www.topgolf.com



At [Topgolf](#), we believe in the unlimited power of play. That's why we work every day to bring joy through more ways to play the game of golf. In fact, we believe in it so much that we've made it our mission to enable our Players to hit 50 billion golf balls at our venues, Toptracer ranges and virtually by the end of 2025.

**TOPGOLF
CALLAWAY**
BRANDS



From: KVS <kevefx@gmail.com>
Sent: Monday, September 25, 2023 12:30 PM
To: Daniel Slack <slackm@sbcglobal.net>
Cc: mariejbeach@yahoo.com; Leslie Walden <lawalden@aol.com>; Shayna Finney <shaynafinney@gmail.com>; Karen McAndrews <kkmccandrews@yahoo.com>; jenx867@gmail.com; mom.ortiz.16@gmail.com; Steve Shevlin <sshevlin@esUSD.net>; basecat8@yahoo.com; Julia Straszewski <jstraszewski@esUSD.net>; Patricia Guzman <pguzman@esUSD.net>; fglynn@esUSD.net; Tracey Miller-Zarneke <tmiller-zarneke@esUSD.net>; Steven Gebhart <sgebhart@esUSD.net>; BoylesDrew (Mayor) <dboyles@elsegundo.org>; allelectedofficials@elsegundo.org; acorkins@elsegundo.org; Melissa Moore <mmoore@esUSD.net>; dwheaton@esUSD.net; Ryan Baldino <rbaldino@elsegundo.org>; mbeachly@esUSD.net; hollysmithkobzina@sbcglobal.net; David March <dmarch@esUSD.net>; Lauren Ryker <rykerlauren93@gmail.com>; Christa Caban <christa.caban@gmail.com>; Josh Alpert <josh@joshgolf.com>; ckessler@scga.org; Genifer Gray <Genifer.Gray@topgolf.com>; James Venezia <James.Venezia@topgolf.com>; Edward Chang <Edward.Chang@topgolf.com>; volunteeringfun@gmail.com; mom.ortiz.16@gmail.com; Chris Pimentel <pimentelca@hotmail.com>; Tauli Anderson <tauli.anderson@gmail.com>; ngatch@pgahq.com; Robert Sowder <robninsyry4@gmail.com>; Goran Dasilva <goran.dasilva@gmail.com>; Cindy Shadel <cindy@cindyshadel.com>; Raj Patel <rajinsf@yahoo.com>; Diane Harris <theatreeducationarts@gmail.com>; Kristen Patterson <krisbake321@hotmail.com>; James Vye <jvye@toyotasportsperformancecenter.com>; Ruchi G <senorita3232@yahoo.com>; Charley Finney <bigfindaddy@gmail.com>; Forrest Davis <forrest176davis@gmail.com>; Kevin Johnson <kevin.johnson2@ferguson.com>; staceelong@aol.com; Marisa Janicek <mjanicek@esUSD.net>
Subject: Re: El Segundo Girls Golf - Varsity and Junior Varsity

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Hello all! I wanted to thank Mr. Slack for showing some genuine interest in his daughter and our ESHS girls golf team. I also want to thank those who have helped get the girls team to where it is today! I have been on the forefront supporting and growing the game of golf in El Segundo for many years. In specific, my experience in attempting to further girls and women's golf here in El Segundo continues to be challenging.

Since Topgolf opened, I have been in various conversations and negotiations not only to ensure what was contracted for our juniors happened, but also to see what greater support TopGolf could give to a 1st ever girls golf program. In the team's first season we were met with extremely high priced quotes for fundraisers, a small discount for course usage and very limited venue access. Not to mention that all of that could be canceled anytime due to facility buyouts. At times, the girls would be shuffled to different areas of the venue after it was agreed that they would only practice on the 1st floor close to the practice area to limit exposure to alcohol use etc... "Additional support" for the team would have to be revisited after Topgolf had "turned a profit." It would appear by all metrics that TopGolf has made more than a little profit (to my understanding, El Segundo Topgolf achieved the most revenue of any TopGolf in the country except for the Vegas location).

Needless to say the progression of girls golf in El Segundo has been difficult and there will be more golf teams and programs entering the mix in the short term future. In addition to the girls team, we now have a large ES High School boys golf team starting in the Spring, as well as a middle school "developmental program" we have been working to develop.

I am cc'ing a few more sources who have either assisted in or followed the progression of this subject: Josh Alpert, PGA (long time El Segundo resident, Youth Academy Coach to several El Segundo players and in our greater South Bay community, also the SCPGA Section Player Development Chair over the past 2 years) Nikki Gatch, PGA (SCPGA CEO/Executive Director as she is aware of the last several years of negotiations with TopGolf at this facility as well as regionally) and Craig Kessler, SCGA Director of Government Affairs (Craig wrote the attached document when the original deal was signed as a reference. Craig also more recently met with the leadership at Westchester Golf Course to assure that El Segundo had a golf course to play their home matches, which even as a neighboring city facility they were happy to do in support).

The short term negotiations to keep our girls season rolling smoothly is important. In the long run, it would seem that the development of an oversight committee (as apparently was originally discussed in the doc below) to make sure we don't have to have these same conversations when the next batch of new Topgolf people are enshrined to be important for the long term health of all youth golf activities at the greater Lakes at El Segundo Golf Facility as was envisioned when the deal with TopGolf was inked.

Thank you and I am looking forward to progress supporting our golfing kids!!!

Respectfully Submitted,

Kevin Perkins

On Sep 19, 2023, at 10:08 PM, Daniel Slack <slackm@sbcglobal.net> wrote:

Good Evening Parents of Girls El Segundo Golf, El Segundo Unified School District and the City of El Segundo,

As a parent of a female student athlete who is participating in Golf representing El Segundo High School, I am seeing a difference this year in the level of facility access for the Girls Golf Team during this season. I always thought there was a partnership with Top Golf and the City of El Segundo in access and building a relationship with our school district's students.

I am not seeing this come to fruition and there is a great deal of difference versus last year. If the El Segundo Unified School District cannot get the support by way of the City and that "partnership" with Top Golf, what is the purpose of our girls participating in a sport in which access and ability cannot be improved upon. I have copied the El Segundo Superintendent, The El Segundo School Board, The Ed Foundation and the City of El Segundo because I had the privilege and honor of attending the City/School Affairs Sub Committee on September 6, 2023 at 5:00 at City Hall in the Executive Conference Room, which was interesting and informative all at once (You all do not want to hear about that) :). The School/City has always had a partnership and of course they deal with Joint Use Agreements which are suppose to support our student body. That partnership and future becomes rather complicated, when the City of El Segundo and Top Golf cannot nurture our girls and albeit, boys as well, golf teams. The girls have a very short season that literally lasts until 10/12/2023 (excluding League). I would really like to see our girls and boys back at the Lakes Top Golf to enrich their craft and love for the game. I hope the parties can reach out to Top Golf and make this happen because it does look a certain way that our girls are getting the you know what end of the stick. I do not want any of our girls to feel Corporate America does not value them and that the City of El Segundo cannot make these type of partnerships come to a realized effort on behalf of the El Segundo Unified School District, which could bring valid considerations of future agreements, allocations of funds and like kind agreements for the benefit of our students. I have a tee time at Westchester @ 9:30 am, but it looks like I will have to cancel and attend the Coffee With The Principal tomorrow in lieu to get clarity on the issue. Parents spend a great deal

monetarily on this sport and if the district and Top Golf are unwilling to act with haste, please do not collect the ASB Fee and Transportation Fee to set our girls for failure. Coach March and Coach Lauren, THANK YOU BOTH for your continued support and zeal for the game and our children. I am watching and I SEE you both. Incredible!!!!

Parents, please forward this email to any parents of our golf teams and if you share this sentiment, please let the District, Top Golf and City know.

Sincerely,

Daniel Slack Jr.

Harada, Patricia

Subject: FW: El Segundo Girls Golf - Varsity and Junior Varsity
Attachments: image001.png; image002.png

From: Marisa Janicek <mjanicek@esUSD.net>
Sent: Monday, September 25, 2023 3:05 PM
To: James Venezia <James.Venezia@topgolf.com>
Cc: KVS <kevefx@gmail.com>; Daniel Slack <slackm@sbcglobal.net>; mariejbeach@yahoo.com; Leslie Walden <lawalden@aol.com>; Shayna Finney <shaynafinney@gmail.com>; Karen McAndrews <kkmccandrews@yahoo.com>; jenx867@gmail.com; mom.ortiz.16@gmail.com; Steve Shevlin <sshevlin@esUSD.net>; basecat8@yahoo.com; Julia Straszewski <jstraszewski@esUSD.net>; Patricia Guzman <pguzman@esUSD.net>; fglynn@esUSD.net; Tracey Miller-Zarneke <tmiller-zarneke@esUSD.net>; Steven Gebhart <sgebhart@esUSD.net>; Boyles, Drew (Mayor) <dboyles@elsegundo.org>; ALL ELECTED OFFICIALS <ALLELECTEDOFFICIALS@elsegundo.org>; Corkins, Aaron (Lieutenant) <acorkins@elsegundo.org>; Melissa Moore <mmoore@esUSD.net>; dwheaton@esUSD.net; Baldino, Ryan <rbaldino@elsegundo.org>; mbeachly@esUSD.net; hollysmithkobzina@sbcglobal.net; David March <dmarch@esUSD.net>; Lauren Ryker <rykerlauren93@gmail.com>; Christa Caban <christa.caban@gmail.com>; Josh Alpert <josh@joshgolf.com>; ckessler@scga.org; Genifer Gray <Genifer.Gray@topgolf.com>; Edward Chang <Edward.Chang@topgolf.com>; volunteeringfun@gmail.com; Chris Pimentel <pimentelca@hotmail.com>; Tauli Anderson <tauli.anderson@gmail.com>; ngatch@pgahq.com; Robert Sowder <robninsyry4@gmail.com>; Goran Dasilva <goran.dasilva@gmail.com>; Cindy Shadel <cindy@cindyshadel.com>; Raj Patel <rajinsf@yahoo.com>; Diane Harris <theatreeducationarts@gmail.com>; Kristen Patterson <krisbake321@hotmail.com>; James Vye <jvye@toyotasportspowerperformancecenter.com>; Ruchi G <senorita3232@yahoo.com>; Charley Finney <bigfindaddy@gmail.com>; Forrest Davis <forrest176davis@gmail.com>; Kevin Johnson <kevin.johnson2@ferguson.com>; staceelong@aol.com
Subject: Re: El Segundo Girls Golf - Varsity and Junior Varsity

Thank you, Jim. We are looking forward to our meeting with you and your team. We have a great partnership with Topgolf and will figure out how to move forward together. We appreciate everyone's care for our students and the team. At this point, we are working out the details so that it can work for everyone involved to the best of our ability. After our meeting on Friday, team parents can expect a communication update from Coach Lauren.

Thank you,

Marisa Janicek

Assistant Superintendent

Educational Services



Transforming Education for a Changing World

641 Sheldon Street El Segundo, CA 90245

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From: KVS <kevefx@gmail.com>

Sent: Monday, September 25, 2023 12:30 PM

To: Daniel Slack <slackm@sbcglobal.net>

Cc: mariejbeach@yahoo.com; Leslie Walden <lawalden@aol.com>; Shayna Finney <shaynafinney@gmail.com>; Karen McAndrews <kkmccandrews@yahoo.com>; jenx867@gmail.com; mom.ortiz.16@gmail.com; Steve Shevlin <sshevlin@esUSD.net>; basecat8@yahoo.com; Julia Straszewski <jstraszewski@esUSD.net>; Patricia Guzman <pguzman@esUSD.net>; fglynn@esUSD.net; Tracey Miller-Zarneke <tmiller-zarneke@esUSD.net>; Steven Gebhart <sgebhart@esUSD.net>; BoylesDrew (Mayor) <dboyles@elsegundo.org>; allelectedofficials@elsegundo.org; acorkins@elsegundo.org; Melissa Moore <mmoore@esUSD.net>; dwheaton@esUSD.net; Ryan Baldino <rbaldino@elsegundo.org>; mbeachly@esUSD.net; hollsmithkobzina@sbcglobal.net; David March <dmarch@esUSD.net>; Lauren Ryker <rykerlauren93@gmail.com>; Christa Caban <christa.caban@gmail.com>; Josh Alpert <josh@joshgolf.com>; ckessler@scga.org; Genifer Gray <Genifer.Gray@topgolf.com>; James Venezia <James.Venezia@topgolf.com>; Edward Chang <Edward.Chang@topgolf.com>; volunteeringfun@gmail.com; mom.ortiz.16@gmail.com; Chris Pimentel <pimentelca@hotmail.com>; Tauli Anderson <tauli.anderson@gmail.com>; ngatch@pgahq.com; Robert Sowder <robninsyry4@gmail.com>; Goran Dasilva <goran.dasilva@gmail.com>; Cindy Shadel <cindy@cindyshadel.com>; Raj Patel <rajinsf@yahoo.com>; Diane Harris <theatreeducationarts@gmail.com>; Kristen Patterson <krisbake321@hotmail.com>; James Vye <jvye@toyotasportspowerperformancecenter.com>; Ruchi G <senorita3232@yahoo.com>; Charley Finney <bigfindaddy@gmail.com>; Forrest Davis <forrest176davis@gmail.com>;

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Sincerely,

Daniel Slack Jr.

Harada, Patricia

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Sent: Monday, September 25, 2023 2:21 PM

To: KVS <kevefx@gmail.com>; Daniel Slack <slackm@sbcglobal.net>

Cc: mariejbeach@yahoo.com; Leslie Walden <lawalden@aol.com>; Shayna Finney <shaynafinney@gmail.com>; Karen McAndrews <kkmcandrews@yahoo.com>; jenx867@gmail.com; mom.ortiz.16@gmail.com; Steve Shevlin <sshevlin@esUSD.net>; basecat8@yahoo.com; Julia Straszewski <jstraszewski@esUSD.net>; Patricia Guzman <pguzman@esUSD.net>; fglynn@esUSD.net; Tracey Miller-Zarneke <tmiller-zarneke@esUSD.net>; Steven Gebhart <sgebhart@esUSD.net>; Boyles, Drew (Mayor) <dboyles@elsegundo.org>; ALL ELECTED OFFICIALS <ALLELECTEDOFFICIALS@elsegundo.org>; Corkins, Aaron (Lieutenant) <acorkins@elsegundo.org>; Melissa Moore <mmoore@esUSD.net>; dwheaton@esUSD.net; Baldino, Ryan <rbaldino@elsegundo.org>; mbeachly@esUSD.net; hollsmithkobzina@sbcglobal.net; David March <dmarch@esUSD.net>; Lauren Ryker <rykerlauren93@gmail.com>; Christa Caban <christa.caban@gmail.com>; Josh Alpert <josh@joshgolf.com>; ckessler@scga.org; Genifer Gray <Genifer.Gray@topgolf.com>; Edward Chang <Edward.Chang@topgolf.com>; volunteeringfun@gmail.com; mom.ortiz.16@gmail.com; Chris Pimentel <pimentelca@hotmail.com>; Tauli Anderson <tauli.anderson@gmail.com>; ngatch@pgahq.com; Robert Sowder <robninsyry4@gmail.com>; Goran Dasilva <goran.dasilva@gmail.com>; Cindy Shadel <cindy@cindyshadel.com>; Raj Patel <rajinsf@yahoo.com>; Diane Harris <theatreeducationarts@gmail.com>; Kristen Patterson <krisbake321@hotmail.com>; James Vye <jvye@toyotasportsperformancecenter.com>; Ruchi G <senorita3232@yahoo.com>; Charley Finney <bigfindaddy@gmail.com>; Forrest Davis <forrest176davis@gmail.com>; Kevin Johnson <kevin.johnson2@ferguson.com>; staceelong@aol.com; Marisa Janicek <mjanicek@esUSD.net>

Subject: RE: El Segundo Girls Golf - Varsity and Junior Varsity

Good Afternoon Everyone,

Thank you for cc'ing me in on this communication. There seems to be lots of misinformation regarding Topgolf position with the Junior and School Programs here in our community. Topgolf has been and still is very committed in supporting the needs of our community and especially the town of El Segundo. Topgolf continues to go above and beyond the commitments outlined in the Agreement between the City of El Segundo and Topgolf for our schools and community.

We have a meeting set with Marisa Janicek and Steve Gebhart this Friday at 2pm to clear up the miscommunication and misinformation that is with the El Segundo Girls Golf Team and Topgolf. We would be happy to meet with anyone that has concerns with the programs in place for supporting the community. Topgolf prides itself on community involvement continues to look for ways to be more involved.

El Segundo Girls Golf Coach, Lauren Ryker a former Topgolf Associate, refuses to follow the guidelines put in place for booking times to use the facility, both the Venue and The Lakes. The booking processes that we have in place are so that we may accommodate the many requests that come Topgolf's way. The Teams from El Segundo are a top priority for Topgolf. It's never been about money when giving back to the community. Topgolf is not the ONE standing in the way of the El Segundo Girls Golf Team and their ability to use the facility. This is more of a personal agenda of the Coach. Topgolf worldwide is working hard to grow the game of golf, not stand its way and El Segundo wants to lead the charge.

I am available anytime to address any questions or concerns with anyone regarding anything that has to do with Topgolf and its support of our community. Please reach out to me directly. My information is listed below. Thank You!

Regards,

Jim Venezia

Director of Operations

TOPGOLF: Los Angeles - El Segundo

C: 602-418-3732 | O: 424-567-6351

400 S Pacific Coast Highway | El Segundo, CA 90245

www.topgolf.com



At [Topgolf](#), we believe in the unlimited power of play. That's why we work every day to bring joy through more ways to play the game of golf. In fact, we believe in it so much that we've made it our mission to enable our Players to hit 50 billion golf balls at our venues, Toptracer ranges and virtually by the end of 2025.



From: KVS <kevefx@gmail.com>

Sent: Monday, September 25, 2023 12:30 PM

To: Daniel Slack <slackm@sbcglobal.net>

Cc: marieibeach@yahoo.com; Leslie Walden <lawalden@aol.com>; Shayna Finney <shaynafinney@gmail.com>; Karen McAndrews <kkmcandrews@yahoo.com>; jenx867@gmail.com; mom.ortiz.16@gmail.com; Steve Shevlin <sshevlin@esud.net>; basecat8@yahoo.com; Julia Straszewski <jstraszewski@esud.net>; Patricia Guzman <pguzman@esud.net>; fglynn@esud.net; Tracey Miller-Zarneke <tmiller-zarneke@esud.net>; Steven Gebhart <sgebhart@esud.net>; BoylesDrew (Mayor) <dboyles@elsegundo.org>; allelectedofficials@elsegundo.org; acorkins@elsegundo.org; Melissa Moore <mmoore@esud.net>; dwheaton@esud.net; Ryan Baldino <rbaldino@elsegundo.org>; mbeachly@esud.net; hollysmithkobzina@sbcglobal.net; David March <dmarch@esud.net>; Lauren Ryker <rykerlauren93@gmail.com>; Christa Caban <christa.caban@gmail.com>; Josh Alpert <josh@joshgolf.com>; ckessler@scga.org; Genifer Gray <Genifer.Gray@topgolf.com>; James Venezia <James.Venezia@topgolf.com>; Edward Chang <Edward.Chang@topgolf.com>; volunteeringfun@gmail.com; mom.ortiz.16@gmail.com; Chris Pimentel <pimentelca@hotmail.com>; Tauli Anderson <tauli.anderson@gmail.com>; ngatch@pgahq.com; Robert Sowder <robninsyry4@gmail.com>; Goran Dasilva <goran.dasilva@gmail.com>; Cindy Shadel <cindy@cindyshadel.com>; Raj Patel <rajinsf@yahoo.com>; Diane Harris <theatreeducationarts@gmail.com>; Kristen Patterson <krisbake321@hotmail.com>; James Vye <jvye@toyotasportspowerperformancecenter.com>; Ruchi G <senorita3232@yahoo.com>; Charley Finney <bigfindaddy@gmail.com>; Forrest Davis <forrest176davis@gmail.com>; Kevin Johnson <kevin.johnson2@ferguson.com>; staceelong@aol.com; Marisa Janicek <mjanicek@esud.net>

Subject: Re: El Segundo Girls Golf - Varsity and Junior Varsity

Some people who received this message don't often get email from kevefx@gmail.com. [Learn why this is important](#)

[This message is from an external sender, exercise caution when clicking any links or opening attachments]

Hello all! I wanted to thank Mr. Slack for showing some genuine interest in his daughter and our ESHS girls golf team. I also want to thank those who have helped get the girls team to where it is today! I have been on the forefront

supporting and growing the game of golf in El Segundo for many years. In specific, my experience in attempting to further girls and women's golf here in El Segundo continues to be challenging.

Since Topgolf opened, I have been in various conversations and negotiations not only to ensure what was contracted for our juniors happened, but also to see what greater support TopGolf could give to a 1st ever girls golf program. In the teams first season we were met with extremely high priced quotes for fundraisers, a small discount for course usage and very limited venue access. Not to mention that all of that could be canceled anytime due to facility buyouts. At times, the girls would be shuffled to different areas of the venue after it was agreed that they would only practice on the 1st floor close to the practice area to limit exposure to alcohol use etc... "Additional support" for the team would have to be revisited after Topgolf had "turned a profit." It would appear by all metrics that TopGolf has made more than a little profit (to my understanding, El Segundo Topgolf achieved the most revenue of any TopGolf in the country except for the Vegas location).

Needless to say the progression of girls golf in El Segundo has been difficult and there will be more golf teams and programs entering the mix in the short term future. In addition to the girls team, we now have a large ES High School boys golf team starting in the Spring, as well as a middle school "developmental program" we have been working to develop.

I am cc'ing a few more sources who have either assisted in or followed the progression of this subject: Josh Alpert, PGA (long time El Segundo resident, Youth Academy Coach to several Gundo players and in our greater South Bay community, also the SCPGA Section Player Development Chair over the past 2 years) Nikki Gatch, PGA (SCPGA CEO/Executive Director as she is aware of the last several years of negotiations with TopGolf at this facility as well as regionally) and Craig Kessler, SCGA Director of Government Affairs (Craig wrote the attached document when the original deal was signed as a reference. Craig also more recently met with the leadership at Westchester Golf Course to assure that El Segundo had a golf course to play their home matches, which even as a neighboring city facility they were happy to do in support).

The short term negotiations to keep our girls season rolling smoothly is important. In the long run, It would seem that the development of an oversight committee (as apparently was originally discussed in the doc below) to make sure we don't have to have these same conversations when the next batch of new Topgolf people are enshrined to be important for the long term health of all youth golf activities at the greater Lakes at El Segundo Golf Facility as was envisioned when the deal with TopGolf was inked.

Thank you and I am looking forward to progress supporting our golfing kids!!!

Respectfully Submitted,

Kevin Perkins

On Sep 19, 2023, at 10:08 PM, Daniel Slack <slackm@sbcglobal.net> wrote:

Good Evening Parents of Girls El Segundo Golf, El Segundo Unified School District and the City of El Segundo,

As a parent of a female student athlete who is participating in Golf representing El Segundo High School, I am seeing a difference this year in the level of facility access for the Girls Golf Team during this season. I always thought there was a partnership with Top Golf and the City of El Segundo in access and building a relationship with our school district's students.

I am not seeing this come to fruition and there is a great deal of difference versus last year. If the El Segundo Unified School District cannot get the support by way of the City and that "partnership" with Top Golf, what is the purpose of our girls participating in a sport in which access and ability cannot be improved upon. I have copied the El Segundo Superintendent, The El Segundo School Board, The Ed Foundation and the City of El Segundo because I had the privilege and honor of attending the City/School Affairs Sub Committee on September 6, 2023 at 5:00 at City Hall in the Executive Conference Room, which was interesting and informative all at once (You all do not want to hear about that) :). The School/City has always had a partnership and of course they deal with Joint Use Agreements which are suppose to support our student body. That partnership and future becomes rather complicated, when the City of El Segundo and Top Golf cannot nurture our girls and albeit, boys as well, golf teams. The girls have a very short season that literally lasts until 10/12/2023 (excluding League). I would really like to see our girls and boys back at the Lakes Top Golf to enrich their craft and love for the game. I hope the parties can reach out to Top Golf and make this happen because it does look a certain way that our girls are getting the you know what end of the stick. I do not want any of our girls to feel Corporate America does not value them and that the City of El Segundo cannot make these type of partnerships come to a realized effort on behalf of the El Segundo Unified School District, which could bring valid considerations of future agreements, allocations of funds and like kind agreements for the benefit of our students. I have a tee time at Westchester @ 9:30 am, but it looks like I will have to cancel and attend the Coffee With The Principal tomorrow in lieu to get clarity on the issue. Parents spend a great deal monetarily on this sport and if the district and Top Golf are unwilling to act with haste, please do not collect the ASB Fee and Transportation Fee to set our girls for failure. Coach March and Coach Lauren, THANK YOU BOTH for your continued support and zeal for the game and our children. I am watching and I SEE you both. Incredible!!!!

Parents, please forward this email to any parents of our golf teams and if you share this sentiment, please let the District, Top Golf and City know.

Sincerely,

Daniel Slack Jr.

Harada, Patricia

Subject: FW: El Segundo Girls Golf - Varsity and Junior Varsity
Attachments: El Segundo - Topgolf Agreement - Provisions of Direct Interest to Golf Community.pdf

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Sincerely,

Daniel Slack Jr.

CENTERCAL/TOPGOLF – CITY OF EL SEGUNDO AGREEMENT

Summary of Issues of Particular Concern to Golf Community

EXECUTIVE SUMMARY LANGUAGE

The Executive Summary transmitting the voluminous documentation constituting the sum total of legal documentation necessary to approve the Topgolf/CenterCal project and impel it forward speaks in specific in the following terms regarding the “affordable access” issues that formed much of the “Areas of Common Understanding” that the golf community submitted to the city:

“As detailed in the proposed agreement, CenterCal as the proposed lessee is required to make the driving range available for use by youth groups, student athletes, residents and other groups to provide use opportunities that are similar to those currently available at the driving range.”

“For the purposes of keeping the driving range available for residents, youth groups, golf instruction and student activities that currently occur at the driving range, CenterCal is required to abide by Golf Course Manual Section IX (Recognized clubs) and Section X (Driving Range Operations) (See Exhibit of Attachment M).”

The Executive Summary also includes recitations and cites to those sections of the proposed agreement that prescribe the redesign of the extant 9-hole golf course, that require the redesigned golf course and the Topgolf driving range/entertainment center to be under one master lease agreement, that enshrine Topgolf’s intention to sublet the golf course operation to a golf management company, and that reiterate the parties’ intent to preserve the junior/developmental/family programs that have been nationally recognized as exemplary.

#####

DRAFT LEASE PROVISIONS

11.3 Between 9 a.m. and 5 p.m. each day, Lessee shall make driving bays available for youth sports and provide a ten percent (10%) discount on driving range charges for residents of the City of El Segundo and youth sports users identified in this Section and Section 11.4, Lessee shall provide for access through the first floor of the Premises Improvements and provide for restroom facilities on the first floor such that individuals under the age of eighteen (18) may choose not to access the second and third floor of the Premises Improvements.

11.4 During the Lease term, in addition to the requirement of Section 11.3 Lessee shall allow the uses set forth in Sections IX and X of the Golf Course Operations Manual (Exhibit “J” hereto) and shall allow the operator of the golf course to use the Premises for the purposes of providing the services and programs as set forth in Sections IX and X of the Golf Course Operations Manual (Exhibit “J” hereto) as may be amended from time to time by the City in accordance with the Golf Course Management Agreement, provided that no such amendment shall increase Lessee’s obligations hereunder or under the Golf Course Operations Manual or require Lessee to expend additional monies.

#####

GOLF OPERATIONS MANUAL [Sections incorporated by reference in Secs. 11.3 and 11.4 of Lease]

IX. DRIVING RANGE OPERATIONS

A. Hours of Operation

1. DRIVING RANGE shall allow El Segundo Recreation and Parks members to utilize the first level of the Driving Range venue at the following rates: a. Monday – Friday (Non-Holidays) from 6 am to noon @ \$10 per bucket or 45 balls. Saturday – Sunday and Holidays from 6 am to 9 am @ \$10 per bucket of balls or 45 balls.

B. Access for School Sponsored Golf Groups

1. The DRIVING RANGE shall provide selected school-sponsored golf teams and charities supporting youth mentorship access to the Driving Range venue for free game play during the hours of 9:00am – 5:00pm, Monday through Thursday (Non Holidays), under Operator’s youth program (for example, Topgolf’s Youth Play It Forward initiative).

2. The Driving Range shall provide access to the Driving Range venue for free team practices at various parts of the week to the Mira Costa Boys and Girls, Vista Mar High School, the American Martyrs elementary school programs and the recently formed “Gundo Golf League” is an El Segundo specific program where players from Richmond and Center St. Schools begin their journey toward becoming players capable of representing an El Segundo High School golf team in the future. To the extent the Driving Range has ball-tracking technology, it will provide these teams instant feedback on their swing analytics and ball flight and be able to track their progress over time through app and web-based applications.

3. The OPERATOR and Driving Range will also extend conversations to First Tee, SCGA, SCPGA and others who currently use the Lakes for junior programs, tournaments and leagues to maintain them as a preferred location.

C. Access for Golfers

1. DRIVING RANGE shall provide a “warm-up” solution for golfers with tee times at the course. This will be done thoughtfully to ensure efficiency and accessibility between the golf course operations and the Driving Range. Driving Range shall charge a rate that is consistent with rates charged at other driving ranges owned by public agencies in the region.

X. LESSON PROGRAMS

A. Purpose

1. To utilize the Driving Range venue and Golf Course Facility to create cobranded instructional opportunities and optionality for youth and adults.

2. DRIVING RANGE will provide dedicated bay time on all days of the week at the Driving Range venue to ensure that instruction can happen both on the golf course and driving range.

3. To provide a service to all levels of golfers so that they may enjoy golf by improving their individual skill levels.

4. To provide a means of introducing new golfers to the game of golf therefore improving revenue potential and Course usage.

5. To provide different types of instruction to fit the needs and incomes of all people desiring to play the game of golf.

B. Instruction can take place in the Driving Range venue for full-swing capability and the use of visual tracking technology, on the practice greens for chipping and putting, and will move onto the golf course to pull it all together. The Driving Range venue provides an all-weather solution enabling instructional programs to continue without pause.

C. Illustrative co-branded youth development and operational programming possibilities that will utilize both the Topgolf venue and the Golf Course Facilities could include but not be limited to:

a. Player Development Programs

b. Summer Academy / Junior Camps (over 5,500 kids participated at Topgolf in Summer 2018)

c. Group Classes

d. PGA Junior Leagues (www.pgajrleague.com) – Operator teams compete in Junior League events and the Driving Range venue will play host to some team competitions.

e. Bays to Fairways – 6-week program endorsed by the PGA of America – first 5 weeks in the Driving Range venue and the last week on the golf course.

f. Junior Tournaments

g. Team Training Programs through Operator youth programs (for example, Topgolf's Youth Play It Forward Initiative)

h. Club Fitting

i. Adult Program Offerings: Private Lessons and Clinics; Community Outreach Programs; League Play; Tournaments and Outings; Creative Events to maximize community outreach; World's Largest Golf Outing – National Charity Event

D. OPERATOR's approach shall serve to create cohesive instructional opportunities for adults and important development programs for youth interested in the game of golf. OPERATOR will maximize the synergies between the Driving Range venue and Golf Course Facilities to introduce non-golfers to the sport with the purpose of growing the game and also serve as a true amenity to city residents.

#####

CONCLUSION

The protections the golf community sought with respect to the preservation of the 9-hole golf course are solid, albeit in the interstices of the negotiation among the parties CenterCal and Topgolf managed to insulate themselves against "losses" exceeding \$150,000.00 per year, a feature that removes incentive to operate a maximally efficient golf operation and something the golf community will need to

continually be cognizant of, particularly with respect to providing the kinds of support to the short course that only golf organizations can provide.

The protections the golf community sought with respect to junior programming, school access, local golf clubs, normative golf practice and El Segundo residents are incorporated into the proposed agreement but not as sufficiently protective thereof as many of the other very specific protections the actual parties to the 10-month negotiation (City of El Segundo, CenterCal and Topgolf) placed therein to “protect” themselves. Such are the vagaries of not being an active participant in any “negotiation.” The circumstances, which are the circumstances faced all golf communities in these kinds of situations, simply don’t permit anything more than 3rd party involvement, which in this case was rather strong and effective 3rd party involvement.

The protections the golf community sought with respect to the employment of Class “A” PGA Professionals and Class “A” Golf Course Superintendents are also in the proposed agreement by an incorporation of Golf Course Manual provisions that are not otherwise contradicted or preempted by the proposed agreement. These are not as robust as many would have hoped; however, many did anticipate.

Members of the local golf community and by implication the organizations that purport to represent their interests have to make a judgment as to whether the “protections” they seek to include in any final agreement are better fulfilled by a support that seeks to be part of how they are implemented in real time or an opposition that seeks to delay a decision pending the adoption of stronger protective language.

Given that the parties have spent 7 long years trying to get to this point, there is not going to be much appetite for any further delay; thus the much better course is NOT to pursue those stronger protections by further tweaking the agreement, but rather to persuade Council to accomplish that end, one that they clearly went to great lengths to achieve in this agreement, through means separate therefrom. A reconstituted “Golf Committee” perhaps with additional members and a scope narrowed to the “golf” centric issues covered in the provisions highlighted herein would make the most sense. By assigning this responsibility to a “Golf Committee” reconstituted along these lines, Council could satisfy itself and the greater golf community that more than mere words are being put in place to turn those words into reality on the ground – an ongoing institution, advisory to be sure, but something with real substance that because it was sanctioned by Council, will be taken seriously by CenterCal, Topgolf, and whoever Topgolf selects as the golf management company to manage the remnant 9-hole golf course and expanded short game practice facility. Such an institution could easily serve as the focal point for that part of the narrative that has suffused this situation from day one about Topgolf wanting to work with the game and its organizations to partner in the growth and sustenance of the normative game.

Prepared by:

CRAIG KESSLER | Director, Governmental Affairs
SOUTHERN CALIFORNIA GOLF ASSOCIATION
3740 Cahuenga Blvd. | Studio City, CA | 91604
818/980-3630 ext. 320 | 310/941-4803 (cell) | scga.org
Your Passion. Our Purpose.

Harada, Patricia

Subject: FW: ESHS Girls Golf Inquiry and Follow-Up

From: Daniel Slack <slackm@sbcglobal.net>

Sent: Friday, September 22, 2023 12:03 PM

To: Steven Gebhart <sgebhart@esUSD.net>

Cc: senorita3232@yahoo.com; bigfindaddy@gmail.com; forrest176davis@gmail.com; kkmccandrews@yahoo.com; kevin.johnson2@ferguson.com; krisbake321@hotmail.com; jvye@toyotasportsperformancecenter.com; basecat8@yahoo.com; lawalden@aol.com; mom.ortiz.16@gmail.com; kevefx@me.com; shaynafinney@gmail.com; Julia Straszewski <jstraszewski@esUSD.net>; Alyssa Reyes <avreyes@esUSD.net>; Steve Shevlin <sshevlin@esUSD.net>; rykerlauren93@gmail.com; Melissa Moore <mmoore@esUSD.net>; Kimberlie Linz <klinz@esUSD.net>; Diema Wheaton <dwheaton@esUSD.net>; fglynn@esUSD.net; Tracey Miller-Zarneke <tmiller-zarneke@esUSD.net>; ALL ELECTED OFFICIALS <ALLELECTEDOFFICIALS@elsegundo.org>; Boyles,Drew (Mayor) <dboyles@elsegundo.org>; Baldino, Ryan <rbaldino@elsegundo.org>

Subject: Re: ESHS Girls Golf Inquiry and Follow-Up

Correction in RED/BURGUNDY below. Apologies to all parents for not including our JV Members whom are just as important and missing valuable training to be successful golfers, which can lead to tremendous opportunity in the future.

On Friday, September 22, 2023 at 10:15:44 AM PDT, Daniel Slack <slackm@sbcglobal.net> wrote:

Good Morning Mr. Gebhart,

Jurisdiction and Purview - my exact words in another situation.

First of all, it is public records. It can be brought forward, requested by any person. It is not confidential especially when in the agreement it specifically involves our schools in El Segundo for the benefit of our students. If anyone knows anything about me, I fight for all. Not just one. But all. I believe the attempt to muzzle me is in poor taste. There is a City/School Sub Committee that meets and you were not in attendance. I was and just because I can read, write and download what is public information does not provide my voice cannot be heard or substantiated. The tables have turned and it was expected, but please do not tell me I cannot share what is public record and in City Council Agendas just like the El Segundo Unified School District.

This is about our girls **Junior Varsity and Varsity team (as well as our Boys JV and Varsity Team, which of course at the moment is not adversely affected, because it is not their season)** becoming stronger and having **Facility** access. The powers that be can do what they want, that has no impact on what is true and correct.

Very Best,

Daniel Slack Jr.

On Friday, September 22, 2023 at 09:57:29 AM PDT, Steven Gebhart <sgebhart@esUSD.net> wrote:

Good morning Mr. Slack,

Thank you for the message and continued communication and feedback regarding g the ESHS girls golf program.

I just attempted to call you, but we could not connect, so I am reaching out to let you know that your involvement with the agreement between Top Golf and El Segundo High School is not endorsed and is inappropriate.

As I have communicated in the past, the ESHS administrative and athletic departments are in communication with Top Golf and the city regarding access and agreements between the school and Top Golf.

I appreciate your communication of concerns, they have been heard, and they are being addressed with appropriate time and attention.

Oversight and representation of El Segundo High School and its athletic programs are the purview of ESHS administrative and athletic departments, and I reiterate my communication from yesterday that I invite you to meet with me if you have additional concerns or feedback regarding a program.

As I indicated in my prior email, updates will continue to be communicated as more information is available.

Best,

Steve

Steve Gebhart
Principal
El Segundo High School
640 Main Street
El Segundo, CA 90245
Phone: (310) 615-2662
Fax: (310) 640-8079

On Sep 22, 2023, at 9:29 AM, Daniel Slack <slackm@sbcglobal.net> wrote:

Good Morning El Segundo Parents,

I will be going to Top Golf this afternoon and the City of El Segundo regarding the terms and consideration with the executed and finalized Ground Lease Agreement with ES CenterCal, LLC and The City of El Segundo. I know there is verbiage that protects the golf of our community (youth, students, residents, and veterans) and I believe it has fallen in default due to individuals who are employed with TopGolf and El Segundo who are not privy to the Ground Lease expectations and legal provisions. I have attached a excerpt of the 137 page draft for everyone's records.

Although I respect Principal Gebhart working and engaging on this as he should, this becomes a City/School issue and the partnership enforcement of such contracts and mutual understandings of the parties involved. I expect the El Segundo Boys and Girls Golf team at Top Golf on Monday and as everyone on this email - City of El Segundo and El Segundo Unified School District is so great at enforcing laws, rules and agreements at the City and School levels, this just may be above Mr. Gebhart's pay grade and may entail legal counsel, but hopefully it will only take a call from our Superintendent, Mayor, City Manager and Top Golf CFO to put us all back on track to what is expected and should come true.

Sincerely,

Daniel Slack Jr.

On Thursday, September 21, 2023 at 03:47:19 PM PDT, Steven Gebhart <sgebhart@esUSD.net> wrote:

Hello ESHS Girls Golf Parents,

I have been contacted regarding the status of the ESHS girls golf program and its use of the Top Golf facility for practice.

As an update, please know that I am currently collaborating with the Athletic Director and girls golf coach on any challenges that are being experienced with Top Golf as a practice facility, and the current use of Westchester Golf Course as a location with all required facilities for the team to train.

Following our meetings, Top Golf will also be engaged to ensure that all appropriate partnerships are being honored.

I will continue to provide updates as more information and facility information is available.

Thank you for your continued partnership in support of the golf program.

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Phone: (310) 615-2662
Fax: (310) 640-8079
<ES CenterCal, LLC - Due Diligence and Ground Lease Agreement #4924-1.pdf>

Harada, Patricia

Subject: FW: ESHS Girls Golf Inquiry and Follow-Up

From: Leslie Walden <lwalden40@gmail.com>

Sent: Friday, September 22, 2023 9:56 AM

To: Daniel Slack <slackm@sbcglobal.net>

Cc: senorita3232@yahoo.com; bigfindaddy@gmail.com; forrest176davis@gmail.com; kkmccandrews@yahoo.com; kevin.johnson2@ferguson.com; krisbake321@hotmail.com; jvye@toyotasportsperformancecenter.com; basecat8@yahoo.com; mom.ortiz.16@gmail.com; kevefx@me.com; shaynafinney@gmail.com; Steven Gebhart <sgebhart@esUSD.net>; Julia Straszewski <jstraszewski@esUSD.net>; Alyssa Reyes <avreyes@esUSD.net>; Steve Shevlin <sshevlin@esUSD.net>; rykerlauren93@gmail.com; Melissa Moore <mmoore@esUSD.net>; Kimberlie Linz <klinz@esUSD.net>; Dieema Wheaton <dwheaton@esUSD.net>; fglynn@esUSD.net; Tracey Miller-Zarneke <tmiller-zarneke@esUSD.net>; ALL ELECTED OFFICIALS <ALLELECTEDOFFICIALS@elsegundo.org>; Boyles,Drew (Mayor) <dboyles@elsegundo.org>; Baldino, Ryan <rbaldino@elsegundo.org>

Subject: Re: ESHS Girls Golf Inquiry and Follow-Up

Daniel,

Thank you for your effort in all of this. It is a shame that Top Golf isn't honoring, at least at this point, the agreement that Kevin worked so hard for. In order to assist, what is the best course of action to be taken by us as parent at this point. Should we hang back or pressure by email?

On Fri, Sep 22, 2023 at 9:29 AM Daniel Slack <slackm@sbcglobal.net> wrote:

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--

Leslie Walden

Harada, Patricia

Subject: FW: ESHS Girls Golf Inquiry and Follow-Up
Attachments: ES CenterCal, LLC - Due Diligence and Ground Lease Agreement #4924-1.pdf

From: Daniel Slack <slackm@sbcglobal.net>
Sent: Friday, September 22, 2023 9:29 AM
To: senorita3232@yahoo.com; bigfindaddy@gmail.com; forrest176davis@gmail.com; kkmccandrews@yahoo.com; kevin.johnson2@ferguson.com; krisbake321@hotmail.com; jvye@toyotasportsperformancecenter.com; basecat8@yahoo.com; lawalden@aol.com; mom.ortiz.16@gmail.com; kevefx@me.com; shaynafinney@gmail.com; Steven Gebhart <sgebhart@esUSD.net>
Cc: Julia Straszewski <jstraszewski@esUSD.net>; Alyssa Reyes <avreyes@esUSD.net>; Steve Shevlin <sshevlin@esUSD.net>; rykerlauren93@gmail.com; Melissa Moore <mmoore@esUSD.net>; Kimberlie Linz <klinz@esUSD.net>; Dieema Wheaton <dwheaton@esUSD.net>; fglynn@esUSD.net; Tracey Miller-Zarneke <tmiller-zarneke@esUSD.net>; ALL ELECTED OFFICIALS <ALLELECTEDOFFICIALS@elsegundo.org>; Boyles, Drew (Mayor) <dboyles@elsegundo.org>; Baldino, Ryan <rbaldino@elsegundo.org>
Subject: Re: ESHS Girls Golf Inquiry and Follow-Up

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Section 11. Operation, Repairs and Maintenance

11.1 Lessee shall maintain and repair or cause to be maintained and repaired the Premises and any Premises Improvements Lessee constructs on the Premises, and off the Premises but in conjunction with the development of the Premises and that Lessee is required by Legal Requirements to maintain, as necessary to keep them in first-class order, condition, and repair throughout the entire Lease Term after the Premises Turnover Date, at no cost to Lessor, provided that during the periods that Topgolf is operating the Premises, this condition shall be satisfied by keeping the Premises in a condition substantially comparable to other facilities currently being operated by Topgolf. Lessor and Lessee agree that wherever in this Lease an obligation is imposed on Lessee, Lessee, without being released from any of its obligations under this Lease or requiring that the City pursue any party other than Lessee for performance of such obligations, shall have the right to delegate responsibility for performing such obligations and will delegate such responsibility for performing such obligations to Topgolf or to any other occupant of the entire Premises approved by Lessor under Section 18 of this Lease (an "**Operator**") and performance of such obligation by Topgolf or the Operator in accordance with the terms of this Lease shall be deemed performance by Lessee.

11.2 During the Lease term (i) Lessee shall operate or cause to be operated the ground level (or other suitable portion) of the Premises Improvements as a driving range open for business seven days a week from at least 6:00 a.m. until at least 9:00 p.m., other than on any Specified Holidays and (ii) the remainder of the Premises Improvements, such that the same are open for business seven days a week from at least 9:00 a.m. until at least 9:00 p.m., other than on any Specified Holidays ("**Continuous Operation Requirement**"). The only exception to these requirements shall be during periods of damage or destruction, condemnation, or when Lessee is conducting alterations, routine repairs, maintenance and upgrades to the facilities and in such cases Lessee shall work diligently to minimize the number of hours and/or days that the driving range and/or restaurant are not open during the Continuous Operation Requirement. For purposes hereof, "**Specified Holidays**" means collectively, the following holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Notwithstanding anything to the contrary contained or implied in this Lease, in the event that at any time after the expiration of the Operating Period the Lessee provides written notice that the Premises will not be operated by Topgolf or another Operator for the Permitted Use (a "**Non-Operation Notice**"), then Lessee shall not be deemed to be in default so long as (i) it is paying Rent and any other sums owing the Lessor hereunder in a timely manner, and (ii) Lessee either terminates this Lease as provided below or reopens the Premises for business to the public, in either event within two (2) years after any Non-Operation Notice (provided that any replacement Operator of the driving range is approved by Lessor pursuant to Section 18 hereof). Following receipt of the Non-Operation Notice, Lessor may notify Lessee that Lessor has elected to operate the driving range or cause the driving range to be operated on an interim basis during the period that the Premises is not open for business to the public, then Lessor shall then operate the driving range or cause the driving range to be operated during the time period set forth in Lessor's notice in accordance with the standards of operation set forth in this Lease until such time as Lessee finds a new Operator for the Premises. In the event that Lessor elects to operate the driving range as set forth above, Lessor shall operate the driving range pursuant to a month to month sublease in form and content reasonably acceptable to Lessor, Lessee and Topgolf, which shall provide, among other things, for (i) the reduction of the Fixed Rent in an amount equal to

the monthly net revenues that Lessor derives from its operation of the Premises (i.e. the aggregate gross revenues received by Lessor in connection with the operation of the driving range minus all reasonable third party out of pocket costs incurred by Lessor in connection with the operation of the driving range, as evidenced by monthly income and expense reports and other reasonable back-up information reasonably requested by Lessee and/or Topgolf delivered to Lessee and Topgolf by Lessor along with the monthly rental payments), and (ii) the right of termination by Lessee or Lessor of the sublease upon thirty business days' prior written notice upon Lessee identifying an Operator that will sublease the Premises and operate the same for the Permitted Use. Notwithstanding anything herein to the contrary, in no event during Lessor's operation of the Premises shall Lessor utilize any proprietary equipment and/or other proprietary elements of Topgolf's business, including, without limitation, computer hardware and software and other intellectual property, located upon or about the Premises.

Following the expiration of the Operating Period, including during the two year period following delivery of the Non-Operation Notice, the Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to Lessor and shall be obligated to pay Rent and all other sums due through the date of the termination of this Lease and no party hereto shall have any further obligations in connection herewith except under those provisions that expressly survive a termination of this Lease.

11.3 Lessee shall make driving bays available for youth sports and provide a ten percent (10%) discount on golf charges for residents of the City of El Segundo that have City of El Segundo Parks and Recreation Identification Cards. This discount will be in addition to all other golfing discounts offered by Lessee such as the twenty percent (20%) golf discount offered to senior citizens and active military personnel.

11.4 During such times that Topgolf is the operator, it shall: (a) between the hours of 6:00 a.m. and 12:00 p.m. on Monday through Friday, and 6:00 a.m. and 9:00 a.m. on Saturday and Sunday, allow City of El Segundo residents that have a Parks and Recreation Card to use the portion of the Premises identified in Section 11.2(i) of this Agreement for driving range use, and charged a fee, less the applicable discounts identified in Section 11.3, that is consistent with fees charged by other driving ranges in Los Angeles County that are open to the public and that are maintained in a similar first class condition; (b) provide discounted monthly user access cards for frequent customers similar to those provided at other Topgolf facilities; (c) promote youth and junior golf programs, including but not limited to allowing the "Good Swings Happen" program to continue as well as associated camps, programs and lessons for junior and youth golfers and allow use of the driving range for such groups on the Premises at rates commensurate with those currently charged to youth groups utilizing the driving range which rates may be adjusted on an annual basis using the Los Angeles Area Consumer Price Index for All Urban Consumers; (d) employ or contract with golf professionals (at salaries or rates commensurate with amounts paid to golf professionals in Los Angeles County), including using a good faith effort to employ or contract with those golf professionals currently providing lessons and services on the Property, subject to the parties reaching mutually acceptable employment terms and Topgolf's receipt of required employment and wage documentation from each prospective hire (Topgolf agrees to use good faith efforts to consider employment terms commensurate with employment terms offered to similarly suited professionals in Los Angeles County), to continue to provide lessons and services in a similar manner as they are currently

provided on the Property; including using a good faith effort to employ or contract with two golf professionals that are currently providing services on the Property during the time period between the Initial Term and Premises Turnover Date; (e) if the Site Plan (including the parking layout) will allow, use commercially reasonable efforts to include a putting practice element on the Premises to replace the existing putting practice element on the Property; (f) allow junior high school and high school players attending schools located in El Segundo and Manhattan Beach to use the portion of the Premises used as a driving range between the hours of 2:30 p.m. and 5:30 p.m. at no charge when such is a formal school practice event and at a rate commensurate with fees charged by other driving ranges open to the public that are maintained in a first class condition when they are practicing at other times (provided that such times are prior to 7:00 p.m. local time); and, (g) use commercially reasonable efforts to introduce the game of golf to a wider audience and work with PGA of America, PGA of Southern California, and the SCGA in this regard.

11.5 Lessor shall not be required to furnish to Lessee any facilities or services of any kind whatsoever during the Lease Term, including but not limited to, water, steam heat, gas, hot water, electricity, light, and power. Lessor shall in no event be required to make any alterations, rebuildings, replacements, changes, additions, improvements, or repairs to the Premises during the Lease Term.

11.6 Lessor assigns to Lessee such rights, if any, as Lessor may have against any parties causing damage during the Lease Term to any Premises Improvements on the Premises, to sue for and recover amounts expended by Lessee as a result of such damage.

Section 12. Development of the Golf Course Premises; Premises Improvements

12.1 Promptly following the Premises Turnover Date, Lessee shall at no cost or expense to Lessor modify and demolish, as necessary, and improve (or cause to be modified and demolished, as necessary, and improved) the Golf Course and Premises in accordance with the Golf Course Improvements and Premises Improvements as set forth in this Lease, and diligently prosecute the same to completion, provided that the Golf Course Improvements and Premises Improvements shall be substantially in accordance with the Plans and Specifications approved by Lessor as provided in this Lease, all applicable laws, building regulations, and other applicable restrictions on the use of the Premises, and further provided that Lessee shall be responsible for obtaining, at no cost or expense to Lessor, all governing and regulatory agency approvals and permits that may be required in connection with such Golf Course and Premises Improvements. Notwithstanding the foregoing, in the event that Topgolf defaults in its construction obligations under its Sublease with Lessee after the expiration of any applicable notice and cure periods set forth in this Lease, which would also constitute a default by Lessee, Lessee shall have the right in its sole and absolute discretion to either: (a) complete the Premises Improvements as provided above, or (b) terminate this Lease and return the Golf Course and Premises to the same or better condition as they were in on the Premises Turnover Date. Lessee shall not be relieved of any obligation to pay Rent or any other payment in the event of any such default by Topgolf or any other default hereunder by Lessee unless and until this Lease is terminated as set forth above in (b) and the Lessor is in possession of the Golf Course and the Premises and both have been returned to the same or better condition as they existed prior to the Premises Turnover Date. No action by Lessee to complete the Premises Improvements shall alter or diminish the Topgolf

Guarantors Guaranties. All improvements to the Golf Course and the Premises shall be completed within ten (10) months of the Premises Turnover Date, subject to events of Force Majeure and delays caused by Lessor.

12.2 Lessor and Lessee shall meet and attempt to agree on a plan, including but not limited to addressing any and all construction, operational and liability issues, that would result in keeping the Golf Course, or portions thereof, open for business during the construction of the Golf Course Improvements and the Premises Improvements, and Lessee shall be entitled to retain fifty percent (50%) of any net revenue resulting from the Golf Course operations for the period commencing on the Premises Turnover Date and ending on the Fixed Rent Commencement Date or until the Golf Course Improvements are completed and the Golf Course is capable of being operated in accordance with Section 4.1 of this Lease before the expiration of such ten month period. Notwithstanding the foregoing Lessee shall retain in its sole and absolute discretion the absolute and unconditional right to shut down the Golf Course operations or portions thereof at any time during the period commencing on the Premises Turnover Date and ending on the Fixed Rent Commencement Date. Within ninety (90) days after the Commencement Date, Lessee shall deliver to Lessor the conceptual Golf Course Improvement Plans and Specifications for Lessor's approval as provided in Section 5.4 of this Lease.

12.3 Lessor shall review and approve the Plans and Specifications, such approval not to be unreasonably withheld, conditioned or delayed, and/or provide Lessee with its comments within thirty (30) days after Landlord's receipt of the Plans and Specifications. If disapproved Lessee shall make all necessary revisions within ten (10) days after Lessee's receipt thereof. This procedure will be repeated until Lessor ultimately approves the conceptual Plans and Specifications or until this Lease is terminated in accordance with Section 5.4 and/or 5.5 hereof. Notwithstanding the foregoing, the conceptual Plans and Specifications for the Premises Improvements shall be approved if they are consistent in all material respects with the Prototype Facility and all applicable zoning and building and safety laws and regulations, and the conceptual Plans and Specifications for the Golf Course Improvements shall be approved if they are consistent in all material respects with Exhibit "D" and all applicable zoning and building and safety laws and regulations.

Section 13. Title to Premises Improvements

Title to any Premises Improvements and any modifications, additions, restorations, repairs and replacements thereof hereafter placed or constructed by or through Lessee shall be and remain in Lessee until the expiration or termination of the Lease Term. On such expiration or sooner termination, title to any Premises Improvements shall automatically pass to, vest in, and belong to Lessor without further action on the part of either party and without cost or charge to Lessor in accordance with Section 26.2 hereof; provided, however, that no lien rights created or allowed by Lessee or any assignee or sublessee shall extend beyond the Lease Term. During the Lease Term, Lessee shall be entitled, for all taxation purposes, to claim cost recovery deductions and the like on any Premises Improvements.

Section 14. No Waste