

Comments to GDC Draft 5/5/2022

WHEN RECORDED PLEASE MAIL TO:

Attn: Phil Brandt
Marriott International, Inc.
10400 Fernwood Road
Dept. 52/923
Bethesda, MD 20817

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONVENTION CENTER AGREEMENT

THIS CONVENTION CENTER AGREEMENT (this "Agreement") is executed as of _____, 202__ by: (i) **SAN DIEGO UNIFIED PORT DISTRICT** (together with its successors and permitted assignees, the "Port"), a public corporation; (ii) **THE CITY OF CHULA VISTA** (the "City"), (iii) **CHULA VISTA BAYFRONT FACILITIES FINANCING AUTHORITY** (the "Authority"), a joint exercise of powers authority whose members are the City and the Port, (iv) **MARRIOTT INTERNATIONAL, INC.** ("Manager"), a Delaware corporation, and relates to certain land subleased, and improvements sub-subleased by, **RIDA CHULA VISTA, LLC** ("Developer"), a Delaware limited liability company.

RECITALS

A. The Port is the trustee of certain state tidelands owned by the State of California (the "Site") as more particularly described on Exhibit A, upon which a 275,000 net usable square foot convention center shall be constructed (the "Convention Center", together with the Site, the "Facility"). The Convention Center will be constructed on the Site.

B. The Port leased the Site to the Authority pursuant to the Site Lease. The Authority will own the Convention Center, which is to be constructed by Developer pursuant to, among other agreements, the Project Implementation Agreement and operated by Developer pursuant to the Sublease.

C. The Authority subleased the Site, and leased the Convention Center, collectively, the Facility, to the City pursuant to the Facility Lease.

D. The City sub-subleased the Site, and subleased the Convention Center, to Developer pursuant to the Sublease.

C. Manager and Developer entered into the Management Agreement under which Manager will operate the Convention Center.

NOW, THEREFORE, in consideration of the promises in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Port, the City, the Authority, and Manager agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings in the Management Agreement. The following terms used in this Agreement have the meanings given below:

“Convention Center” is defined in Recital A.

“Ground Lease” means, collectively, (i) that certain Lease to Developer of Property Located at _____, Chula Vista, California dated _____, 202__, a memorandum of which was recorded on _____, 202__, in the Official Records of the San Diego County Recorder’s Office as document # _____ (as the same may be amended or modified) and (ii) any New Lease (as defined in the Ground Lease) entered into within the timeframes prescribed in the Ground Lease.

“Facility” is defined in Recital A.

“Facility Lease” means that certain Facility Lease (Chula Vista Bayfront Convention Center) dated _____ by and between the Authority, as lessor, and the City, as lessee, a memorandum of which was recorded on _____, 202__, in the Official Records of the San Diego County Recorder’s Office as document # _____ (as the same may be amended or modified), and pursuant to which the Authority will sublease the Site and lease the Convention Center to the City.

“Management Agreement” means that certain management agreement, dated December 17, 2018, between Developer, as “Owner” and Manager under which Manager will operate the Hotel, as may be amended.

“Marriott Mezzanine Loan Documents” shall refer to those certain mezzanine loan documents entered into on or about the date hereof, with GPR Mezz, LLC, a Delaware limited liability company, as mezzanine borrower, and MARRIOTT INTERNATIONAL CAPITAL CORPORATION, a Delaware corporation, as the mezzanine lender.

“Project Implementation Agreement” means that certain Project Implementation Agreement by and among the City, The Bayfront Project Special Tax Financing District, the Port, the Authority, and Developer, dated _____, a memorandum of which was recorded on _____, 202__, in the Official Records of the San Diego County Recorder’s Office as document # _____ (as the same may be amended or modified).

“Site” is defined in Recital A.

“Site Lease” means that certain Site Lease (Chula Vista Bayfront Convention Center) dated _____, by and between the Port, as lessor, and the Authority, as lessee, a memorandum of which was recorded on _____, 202__, in the Official Records of the San Diego County Recorder’s Office as document # _____ (as the same may be amended or modified), pursuant to which the Port will lease the Site to the Authority.

“Sublease” means (i) that certain Sublease Agreement (Chula Vista Bayfront Convention Center) dated _____ by and between the City, as lessor, and Developer, as lessee, which was recorded on _____, 202__, in the Official Records of the San Diego County Recorder’s Office as document # _____ (as the same may be amended or modified, the “Sublease”), pursuant to which the City will sub-sublease the Site and sublease the Convention Center to Developer, and (ii) any New Sublease (as defined in the Sublease) entered into within the timeframes prescribed in the Sublease..

2. Notices of Default. If Developer defaults under the Sublease, and the City notifies Developer of the default, then the City, will also give Manager a copy of such notice concurrently with the delivery of such notice to Developer. In addition, if Developer defaults under the Management Agreement and Manager notifies Developer of the default, then Manager will also give the Authority, the City, and the Port a copy of such notice concurrently with Manager's delivery of such notice to Developer.

3. Effect of Termination of the Site Lease, Facility Lease, and/or the Sublease.

A. *The Designated Owner’s Rights under Management Agreement.* If the Management Agreement is in effect, then, for purposes of the Convention Center only, upon any termination of (i) the Site Lease, Manager will recognize the Port as “Owner” under the Management Agreement, (ii) the Facility Lease (but the Site Lease remains in effect), Manager will recognize the Authority as “Owner” under the Management Agreement, (iii) the Sublease (but the Site Lease and Facility Lease remain in effect), Manager will recognize the City as “Owner” under the Management Agreement, and, in each case, Manager will remain bound by all of the terms of the Management Agreement; except that Manager will have no such obligation to recognize the Port, Authority or City (whichever is required to be recognized as “Owner”, hereinafter referred to as the “Designated Owner”); provided that should Manager no longer be required to recognize Developer or a Designated Owner as an “Owner” under the Management Agreement due to the termination of the Sublease, Facility Lease, or Site Lease, then Developer or such Designated Owner may be referred to herein as a “Predecessor Owner”) if such Designated Owner does not qualify as a permitted transferee under Section 10.02.A of the Management Agreement, or, if, within 20 days after the termination date of the Site Lease, Facility Lease or Sublease (as the case may be), the Designated Owner fails to cure all outstanding Defaults on behalf of “Owner” under the Management Agreement that: (i) are of a continuing nature; (ii) exist as of the termination date of the Site Lease, Facility Lease or Sublease (as the case may be); (iii) are not personal to a Predecessor Owner; and (iv) are reasonably susceptible to cure by the Designated Owner; provided, however, the foregoing shall not apply when: (1) pursuant to Section 23.1 of the Project Implementation Agreement, the Port is required, notwithstanding any such termination, to recognize (or to continue to recognize) the Sublease as a direct lease between (a) Developer and (b) the Port, the Authority or the City or (2) the Premises (as defined under the Ground Lease) includes the Site and the Improvements (as each such term is defined under the Sublease). By way of example and without limitation, the following financial obligations accruing before the date of termination of the Site Lease, Facility Lease or Sublease (as applicable) are “personal” to a Predecessor Owner and will not be obligations of the Designated Owner: unpaid management fees, the reimbursement of the Key Money, funds advanced by Manager in order to fund a pre-termination deficiency under the Management Agreement, any transfer fee due in connection with a Permitted Transfer by a Predecessor Owner, damages (including attorney’s fees) awarded to Manager by a court or arbitral body for claims against a Predecessor Owner, costs of any pre-termination environmental remediation, and any obligations under the Marriott Mezzanine Loan Documents and/or with respect to a Mortgage. The obligations of Manager to recognize a Designated Owner may occur more than once; e.g., if the Sublease is terminated (but the Site Lease and Facility Lease are not), then Manager will be compelled to recognize the City as “Owner” (subject to the terms and conditions above). If subsequent to that, the Site Lease is terminated, then Manager will be compelled to

recognize the Port as “Owner” (subject to the terms and conditions above). Notwithstanding the foregoing, the Manager will no longer be obligated to recognize a Designated Owner in circumstances where the Sublease, Site Lease or Facility Lease is terminated but a “New Lease” is given in replacement of such lease to a financing lender and within 75 days of termination of the Sublease, Site Lease or Facility Lease, as the case may be. In that circumstance, Manager may recognize the financing lender or its nominee, and this Agreement will remain in full force and effect treating the “New Lease” as the Sublease, Site Lease or Facility Lease, as the case may be.

B. *Limitations on Designated Owner Obligations.* Notwithstanding anything to the contrary stated in this Agreement, the Designated Owner will not be:

1. liable for any act, omission, default, misrepresentation or breach of warranty of a Predecessor Owner or any obligations accruing prior to the termination of the Site Lease, Facility Lease, or Sublease, as applicable (except for defaults under the Management Agreement cured by the Designated Owner under Section 3.A);

2. subject to any offset, defense, claim or counterclaim which Manager might be entitled to assert against a Predecessor Owner;

3. unless paid over to the Designated Owner, bound by any payment made by Manager to a Predecessor Owner;

4. unless disclosed to the Designated Owner in a notice delivered to the Designated Owner by a Predecessor Owner or Manager, bound by any waiver or forbearance by a Predecessor Owner or any amendment or modification of the Management Agreement, or waiver of the terms thereof, hereafter made, or consent or acquiescence by a Predecessor Owner; further provided that the Designated Owner will not be bound by any waiver, forbearance, amendment or other modification to the Management Agreement that has the effect of materially increasing a Predecessor Owner’s obligations or materially reducing a Predecessor Owner’s rights, or materially increasing Manager’s rights or materially reducing Manager’s obligations, unless the Designated Owner expressly consents to the same in writing (such consent not to be unreasonably withheld, conditioned or delayed);

5. bound by any warranties or indemnities given or required to be given by a Predecessor Owner under the terms of the Management Agreement;

6. liable for constructing or causing the construction of any improvements on the Site or for funding any obligation of a Predecessor Owner to Manager for payment or reimbursement of any expense incurred by Manager in connection the construction of such improvements;

7. liable for any deposit, reserve fund, capital, advance or other monies that Manager may have given to a Predecessor Owner, or paid on behalf of a Predecessor Owner, unless such deposit, reserve fund, capital, advance or other monies are paid over to the Designated Owner; or

8. liable under the Management Agreement if Manager is not obligated to recognize such Designated Owner because of a “New Lease” granted to a financing lender or its nominee.

Without affecting the provisions of Section 3.A, nothing contained in this Section 3.B will prevent the Designated Owner from being required to cure any prior state of events which continues after the termination date of the Site Lease, Facility Lease or Sublease, as the case may be, to the extent that such

state of events would have imposed liability on the Designated Owner, as “Owner” under the Management Agreement, had it occurred on or after the termination date of the Site Lease, Facility Lease or Sublease (as applicable).

By way of example, Working Capital, Inventories, Fixed Asset Supplies and the FF&E Reserve must be maintained at the levels required under the Management Agreement even if any shortfall in such amounts began prior to the termination date of the Site Lease, Facility Lease or Sublease (as applicable). Additionally, the Designated Owner would be obligated to repair physical damage to the Convention Center in accordance with the provisions of the Management Agreement notwithstanding that such damage may have occurred prior to the termination date of the Site Lease, Facility Lease or Sublease (as applicable).

C. *Manager’s Rights under Management Agreement.* If the Management Agreement is in effect and Manager is not in default thereunder beyond any applicable notice and cure periods, then (i) a default under the Facility Lease, Site Lease or Sublease will not result in a termination of the Management Agreement; (ii) the termination of the Facility Lease, Site Lease or Sublease will not result in the termination of the Management Agreement, and except as may be required by law, the Designated Owner will not name Manager in any action or proceeding to terminate the Facility Lease, Site Lease or Sublease; and (iii) upon any early termination of the Facility Lease, Site Lease or Sublease, the Designated Owner will recognize the Management Agreement and Manager’s rights thereunder and will assume all obligations of “Owner” under the Management Agreement that continue or arise after the termination date of the Sublease subject to the terms and conditions of Section 3.B.

D. *Additional Assurances.* The provisions of this Section 3 will be self-operative and effective without the necessity of execution of any new management agreement or other document on the part of any party hereto or the respective heirs, legal representatives, successors or assigns of any such party. Each Designated Owner and Manager agrees, however, to execute and deliver upon the request of the other, any instrument or certificate which in the reasonable judgment of the requesting party, as applicable, may be necessary or appropriate to evidence such attornment, including a new management agreement on the same terms and conditions as the Management Agreement for the unexpired term of the Management Agreement.

4. Performance by Manager and Payment Defaults.

A. *Performance by Manager.* The City will accept performance by Manager of Developer’s obligations under the Sublease as if the same were performed by Developer in accordance with the terms of the Sublease.

B. *Payment Defaults.* If there is a payment default by Developer under the Sublease after all notices have been given and cure periods have expired as provided for in the Sublease, with respect to which the City gives notice to Manager under Section 2, and if Manager elects to cure the payment default under the terms of the Sublease, then unless Developer is contesting the payment default alleged by the City, Developer authorizes Manager to make such payment directly to the City from funds otherwise to be distributed to Developer under the Management Agreement.

5. Termination. If a casualty or condemnation occurs that affords Developer the right, in its discretion, to terminate the Sublease pursuant to Sections 5.1(d) or 5.2(b) of the Sublease, then Developer agrees, in addition to the conditions to such termination specified in Sections 5.1(d) and 5.2(b) of the Sublease, the following condition must also be satisfied in order for any termination to be effective: (a) the

Management Agreement shall have terminated or (b) Manager shall have consented to the termination of the Management Agreement and the Sublease.

6. Performance by Designated Owner and Payment Defaults.

A. *Performance by Designated Owner.* Manager will accept performance by the Designated Owner of its Predecessor Owner's obligations under the Management Agreement as if the same were performed by the applicable Predecessor Owner in accordance with the terms of the Management Agreement.

B. *Payment Defaults.* If there is a payment default by Developer or a Designated Owner under the Management Agreement after all notices have been given and cure periods have expired as provided for in the Management Agreement, with respect to which Manager gives notice to the City in the event the Sublease is still in effect, the Authority in the event the Facility Lease, but not the Sublease, is still in effect, or the Port in the event the Site Lease, but not the Facility Lease or the Sublease, is still in effect, under Section 2, and if the City, the Authority, or the Port District, as applicable, elects to cure the payment default under the terms of the Management Agreement, then unless Developer or the applicable Designated Owner is contesting the payment default alleged by Manager, Developer and each Designated Owner authorizes the City, the Authority, or Port District, as applicable, to make such payment directly to Manager and such payments will immediately become due and payable by Developer or the relevant Designated Owner as a rental obligation under the Sublease, Facility Lease, or Site Lease, as applicable.

7. Bankruptcy. In the event of Developer's bankruptcy, and notwithstanding a rejection by or on behalf of Developer of the Sublease or the Management Agreement, each of the Port, the Authority, and the City agrees that the terms of this Agreement will remain in full force and effect between the Port, the Authority, the City, and Manager. This provision constitutes an independent agreement between the Port, the Authority, the City and Manager and is intended by the parties to survive any rejection of the Sublease or the Management Agreement in bankruptcy.

8. Initial Construction. Manager acknowledges that Port, the Authority, and the City have no obligation with respect to initial construction of the Convention Center (other than the obligation to request Facility Lease Advance Rent or Sublease Advance Rent, the obligation to keep and record a Sublease Advance Rent Register, and the obligation to pay over to any Subleases Advance Rent paid to the City to the Authority) and, for so long as each of the Site Lease, Facility Lease, and Sublease remain in effect, the maintenance and repair of the Convention Center. Manager hereby agrees to fully and forever release the Port, the Authority, and the City from any liability arising from the initial construction, maintenance and repair of the Convention Center and expressly waives the provisions of Section 1542 of the California Civil Code which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Initials of Manager Signatory

9. Limitation on the Designated Owner's Liability. Without impacting the effect of the liability limitations set forth in the Management Agreement, the Designated Owner shall have no obligation, nor shall it incur any liability, beyond the Designated Owner's interest in the Facility (whether fee interest, leasehold interest, or otherwise), and Manager shall look exclusively to such interest of the Designated Owner as a limit for the payment and discharge of any obligations imposed upon the Designated Owner hereunder or under the Management Agreement or for recovery of any judgment from the Designated Owner, and in no event shall the Designated Owner or any of their respective officers, directors, shareholders, agents, administrators, representatives, servants, employees or partners ever be personally liable for such judgment. For sake of clarity, if the Sublease, Facility Lease or Site Lease is terminated, the Management Agreement remains in effect, and the applicable Designated Owner is recognized as "Owner" pursuant to this Agreement, then such Designated Owner's assets (other than its interest in the Facility) will not be subject to, or, unless the Designated Owner so chooses (in its sole discretion), a source of payment of, any liability or obligation that may be owed by the Designated Owner to Manager pursuant to the Management Agreement (as modified by this Agreement). It is the intent of this provision to create the same result as would apply if Designated Owner were a single purpose limited liability company whose sole assets were the Facility and the proceeds thereof. Under no circumstances would the general fund of the Port, the Authority, or the City be subject to a claim or liability under the Management Agreement (as modified by this Agreement) except to the extent (and solely to the extent) that any proceeds from the sale or assignment of the Port, Authority, or City's interest in the Site Lease, Facility Lease, or the Sublease, respectively, in the Facility are received by the Port, the Authority, or the City, as applicable, after the relevant party is recognized as the "Designated Owner" and added to the such party's general fund.

10. Notices. Notices and other communications under this Agreement must be (i) in writing; (ii) delivered by hand against receipt, by certified or registered mail, postage prepaid, return receipt requested or by a nationally recognized overnight delivery service; and (iii) sent to the address below or another address designated by the party. Any notice will be deemed received when delivery is received or refused at the address below or the other address designated by the party.

To the Port:

San Diego Unified Port District
Post Office Box 120488
San Diego, CA 92112-0488
Attn: Executive Director
Phone: (619) 686-6200

with copy to:

San Diego Unified Port District
Post Office Box 120488
San Diego, CA 92112-0488
Attn: Port Attorney
Phone: (619) 686-6200

To the Authority:

To the City:

City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910
Attn: City Manager

With a copy to:

City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910
Attn: City Attorney

To the Port District:

San Diego Unified Port District
3165 Pacific Highway
San Diego, California 92101-1128
Attn: Executive Director
(Mailing Address: P.O. Box 120488
San Diego, California 92112-0488)

With a copy to:

San Diego Unified Port District
3165 Pacific Highway
San Diego, California 92101-1128
Attn: Port Attorney
(Mailing Address: P.O. Box 120488
San Diego, California 92112-0488)

To the City: City of Chula Vista
276 Fourth Avenue
Attn: City Manager

with copy to: City of Chula Vista
276 Fourth Avenue
Attn: City Attorney

To Manager: Marriott International Capital Corporation
c/o Marriott International, Inc.
Department 52/923.28
10400 Fernwood Road
Bethesda, Maryland 20817
Attention: Treasurer, Dept. No. 52/924.11

With a copy to: c/o Marriott International, Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attention: Associate General Counsel – Corporate Transactions,
Dept. No. 52/923.23

Effective as of September 1, 2022:

c/o Marriott International, Inc.
Department 52/923.28
7750 Wisconsin Ave
Bethesda, MD 20814
Attention: Treasurer, Dept. No. 52/924.11

With a copy to: c/o Marriott International, Inc.
7750 Wisconsin Ave
Bethesda, MD 20814
Attention: Associate General Counsel – Corporate Transactions,
Dept. No. 52/923.23

11. Miscellaneous.

A. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which constitute one and the same instrument. The submission of an unsigned copy of this Agreement to either party is not an offer or acceptance.

B. *Recordation of Agreement.* The terms of this Agreement run with the Site and will benefit and bind the respective successors, heirs, legal representatives and assigns of the parties that are recognized and qualify as a Designated Owner. Any party to this Agreement may at any time require or cause this Agreement to be recorded in the jurisdiction where the Convention Center is located, provided that upon request following termination of the Management Agreement, each party agrees to execute and consents to the recording of an instrument sufficient to remove this Agreement from title to the Site.

C. *Interpretation of Agreement.* The Port, the Authority, the City, and Manager intend that this Agreement excludes all implied terms to the maximum extent permitted by law. Headings of, Sections and subsections are only for convenience and are in no way to be used to interpret the Sections or subsections to which they refer. Any Recitals, Sections, Exhibits and Schedules to this Agreement are incorporated by reference and are part of this Agreement. Words indicating the singular include the plural and vice versa as the context may require. References to days, months and years are to calendar days, calendar months and calendar years, unless otherwise specifically provided. References that a person “will” do something mean that the person has an obligation to do that thing. References that a person “may” do something mean that the person has the right, but not the obligation, to do that thing. References that a person “will not” or “may not” do something mean that the person is prohibited from doing that thing. Examples used in this Agreement and references to “includes” and “including” are illustrative and not exhaustive.

D. *Amendment of Site Lease, Facility Lease, Sublease, or Management Agreement.* If any of the Site Lease, Facility Lease, or Sublease (as the case may be), or Management Agreement is amended, modified or supplemented, the Site Lease, Facility Lease, or Sublease (as the case may be), or Management Agreement, as so amended, modified or supplemented will continue to be subject to the provisions of this Agreement without the necessity of any further act by (i) with respect to the Site Lease, the Port, (ii) with respect to the Facility Lease, the Authority, (iii) with respect to the Sublease, the City, and Manager. Nothing in this Section 11.D will in any way expand any of the Port’s, the Authority’s, or the City’s obligations hereunder with specific reference to Section 3.A(iv) hereof.

E. *Entire Agreement; Amendment of this Agreement; Severability.* This Agreement may only be changed by a document manually executed with a non-electronic signature of the authorized representative of the Port, the Authority, the City, and Manager and, so long as the Sublease remains in effect, consented to by Developer. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then (i) the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or enforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law; and (ii) the Port, the Authority, the City, and Manager will negotiate in good faith to modify this Agreement to implement their original intent as closely as possible in a mutually acceptable manner.

F. *Applicable Law.* This Agreement will be construed under and governed by the laws of the State of California.

G. *Waiver.* The failure or delay of either party to insist on strict performance of any of the terms of this Agreement, or to exercise any right or remedy, will not be a waiver for the future. Any waiver must be manually executed with a non-electronic signature by the party giving the waiver.

H. *Non-Exclusive Remedies & Rights.* Each remedy and right in this Agreement is in addition to and not in substitution for any other remedy or right in this Agreement or under applicable law or in equity.

I. *Attorney's Fees.* In the event of any legal action or proceeding between the parties hereto being initiated as a result of this Agreement, then the prevailing party in such action or proceeding will be entitled to recover its reasonable attorneys' fees and expenses arising from any such action or proceeding from the non-prevailing party.

J. *Permitted Transferee.* Manager agrees that as of the date of this Agreement, each of the Port, the Authority, and the City qualifies as a permitted transferee under Section 10.02.A of the Management Agreement. Each of the Port, the Authority, and the City will continue to qualify as a permitted transferee so long as no change occurs in the Port's, the Authority's, or the City's ownership or status, respectively, that would cause any of the Port, the Authority, or the City, respectively, to be, be controlled by, or be an Affiliate of (i) a Competitor; (ii) a Specially Designated National or Blocked Person; or (iii) a convicted felon or Person otherwise known in the community as being of bad moral character.

K. *Priority.* The parties acknowledge that the memorandum of the Site Lease, the memorandum of the Facility Lease, and the Sublease were recorded prior to the Memorandum of Management Agreement and each of the Port, the Authority, and the City reserves all rights afforded to it under the laws of the State of California due to such priority under its respective agreement to which it is a party. Nothing in this Agreement will alter the relative priority of the Site Lease, Facility Lease, or Sublease (as the case may be), and the Management Agreement. Furthermore, Manager agrees that Manager's rights under the Management Agreement will be subordinate to the terms of any amendment or other modification to the Site Lease, Facility Lease, or Sublease (as the case may be) approved in writing by Manager (such approval not to be unreasonably withheld, conditioned or delayed).

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Port, the Authority, the City, and Manager have caused this Agreement to be executed under seal as of the day and year first written above.

THE PORT:

SAN DIEGO UNIFIED PORT DISTRICT,
a public corporation

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

I hereby certify that on this ____ day of _____, 202__, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of the San Diego Unified Port District, and that she/he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of _____, as _____ of the San Diego Unified Port District.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

My Commission expires: _____

CHULA VISTA BAYFRONT FACILITIES FINANCING AUTHORITY:

Print Name: Thomas A. Russell, Co-Counsel, General Counsel

Print Title: San Diego Unified Port District

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

I hereby certify that on this ____ day of _____, 202__, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of the Chula Vista Bayfront Facilities, and that she/he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of _____, as _____ of the Chula Vista Bayfront Financing Authority.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

My Commission expires: _____

CITY OF CHULA VISTA

Print Name:

Print Title:

APPROVED AS TO FORM AND LEGALITY:

Glen R. Googins, Co-Counsel, City Attorney
City of Chula Vista

[NOTARY ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

I hereby certify that on this ____ day of _____, 202__, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of the City of Chula Vista, and that she/he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of _____, as _____ of the City of Chula Vista.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

My Commission expires: _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

I hereby certify that on this ____ day of _____, 202__, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of the City of Chula Vista, and that she/he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of _____, as _____ of the City of Chula Vista.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

My Commission expires: _____

MANAGER:

MARRIOTT INTERNATIONAL, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I hereby certify that on this ___ day of _____, 202___, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of Marriott International, Inc., and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him or herself as _____ of Marriott International, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

My Commission expires: _____

EXHIBIT A

SITE

[See Attached]

DEVELOPER'S AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in connection with the execution and delivery of that certain Convention Center Agreement dated as of _____, 202__ (the "Convention Center Agreement") by and between the San Diego Unified Port District, as the "Port", the City of Chula Vista, as the "City", and the Chula Vista Bayfront Facilities Financing Authority (the "Authority"), a joint exercise of powers authority whose members are the City and the Port, and Marriott International, Inc., as "Manager", from which the undersigned ("Developer") is receiving material benefit, Developer (i) agrees that the performance by the City under the Convention Center Agreement in accordance with the terms thereof will not be deemed a breach of any of its obligations to Developer under the Sublease; (ii) agrees that the performance by Manager under the Convention Center Agreement in accordance with the terms thereof will not be deemed a breach of any of its obligations to Developer under the Management Agreement; (iii) agrees that any payments by Manager to the City referenced in Section 4.B of the Convention Center Agreement which are made in accordance with the terms thereof satisfies Manager's obligations under the Management Agreement to distribute such funds to Developer; (iv) releases Manager from any and all obligations relating to such payments referenced in Section 4.B of the Convention Center Agreement which are made in accordance with the terms thereof; and (v) releases the City from any and all obligations relating to such payments referenced in Section 6.B of the Convention Center Agreement which are made in accordance with the terms thereof, and such payments will be added to Developer's payment obligations under the Sublease that are then due and owing. Subject to the terms of the previous sentence, this agreement by Developer is irrevocable until the Sublease or Management Agreement terminate. Developer, as "Owner" under the Management Agreement and sub-sublessee of the Site, and sublessee of the Convention Center, under the Sublease, and the City and Manager by accepting this Developer's Agreement, acknowledge and agree for themselves and their respective heirs, representatives, successors and assigns, that: (a) the Convention Center Agreement does not constitute a waiver by the City or Developer of any of their respective rights under the Sublease, nor does the Convention Center Agreement in any way release the City or Developer from their respective obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Sublease; and (b) the provisions of the Sublease remain in full force and effect and must be complied with by Developer and the City.

Date: _____, 202__

DEVELOPER:

RIDA CHULA VISTA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[NOTARY ACKNOWLEDGMENT FOLLOWS ON NEXT PAGE]

STATE OF _____)
) ss:
CITY/COUNTY OF _____)

I hereby certify that on this _____ day of 202__, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be the _____ of RIDA Chula Vista, LLC, and that she/he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of _____, as _____ of RIDA Chula Vista, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

My Commission expires: _____