

MUTUAL LEASE AND SUBLEASE ENFORCEMENT AGREEMENT

This Mutual Lease and Sublease Enforcement Agreement (this “**Agreement**”) is entered into as of _____, 202[_], (the “**Effective Date**”) by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (the “**Port**”), and the CITY OF CHULA VISTA, a chartered municipal corporation (the “**City**”). City and Port are each a “**Party**” and together are “**Parties**”.

R E C I T A L S :

A. The Port is the owner of certain real property located in the City of Chula Vista, California commonly known as Parcel H-3 of the Chula Vista Bayfront Master Plan (the “**Property**”).

B. A portion of the Property (the “**Hotel Property**”) has been leased by the Port to RIDA Chula Vista, LLC (such party, and its successors and assigns, “**RIDA**”), pursuant to that certain lease to RIDA Chula Vista, LLC of property located in Chula Vista, California, dated as of _____, 202[_] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Ground Lease**”), for the purpose of the development of the Resort Hotel (as defined in the Ground Lease) on the Hotel Property.

C. Another portion of the Property (the “**Convention Center Property**”) has (i) been leased by the Port to the Chula Vista Bayfront Facilities Financing Authority (the “**JEPA**”) pursuant to that certain Site Lease (Chula Vista Bayfront Convention Center), dated _____, 202[_], between the Port and the JEPA (the “**Site Lease**”), (ii) subleased by the JEPA to the City pursuant to that certain Facility Lease (Chula Vista Bayfront Convention Center), dated _____, 202[_], between the JEPA and the City (the “**Facility Lease**”), and (iii) sub-subleased by the City to RIDA pursuant to that certain Sublease Agreement (Chula Vista Bayfront Convention Center), dated _____, 202[_], between the City and RIDA (the “**Sublease**”), for the purpose of the development of the Convention Center (as defined in the Sublease), on the Convention Center Property.

D. The Port and the City have substantial interests in the administration and enforcement of certain of the provisions of the Ground Lease (each such provision, a “**Substantial City Interest Ground Lease Provision**”), as such Substantial City Interest Ground Lease Provisions are set forth on **Schedule 1** attached hereto. Such provisions are enforceable by City, in coordination with the Port, as an express Third Party Beneficiary under the Ground Lease.

E. The Port and the City have substantial interests in the administration and enforcement of certain of the provisions of the Sublease (each such provision, a “**JEPA Enforced Sublease Provision**”), as such JEPA Enforced Sublease Provisions are set forth on **Schedule 2** attached hereto. Such provisions are enforceable by the JEPA as an express Third Party Beneficiary under the Sublease, with the Port taking primary responsibility for such enforcement as the “Leasing Manager” of the JEPA in coordination with the City with respect to “Major

Decisions” as such terms are defined in that certain Amended and Restated Joint Exercise of Powers Agreement by and between City and Port dated and effective July 25, 2019 and filed in the Office of the Port Clerk as Document No. 70245 (“**Original JEPA Agreement**”), as amended by that certain Amendment No. 1 to the Amended and Restated Joint Exercise of Powers Agreement dated [____], 202[_]filed in the Office of the Port Clerk as Document No. [____] (“**Amendment No. 1**”, and together with the Original JEPA Agreement, the “**JEPA Agreement**”).

F. The Port also has substantial interest in the administration and enforcement of certain other provisions of the Sublease (each such provision a “**Direct Port Third Party Beneficiary Interest Provision**”) as such Direct Port Third Party Beneficiary Interest Provisions are set forth on **Schedule 3** attached hereto. Such provisions are enforceable by the Port, in coordination with the JEPA and the City, as an express Third Party Beneficiary under the Sublease.

G. The City and the Port desire to enter into this Agreement in order to provide specific rights and procedures between the Parties with respect to the administration and enforcement of the Substantial City Interest Ground Lease Provisions, the Direct Port Third Party Beneficiary Interest Provisions, and the JEPA Enforced Sublease Provisions as more particularly set forth herein.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing recitals and the conditions and the covenants hereinafter contained, and for other consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. **Substantial City Interest Ground Lease Provisions.**

1.1 **Breach of Substantial City Interest Ground Lease Provision.**

1.1.1 **Notification.** If the City or the Port becomes aware of any failure of RIDA to comply with the terms of any Substantial City Interest Ground Lease Provision, then such Party shall promptly (but in any event within ten (10) Days after becoming aware of such failure to comply) provide written notice (“**Notice of RIDA’s Failure to Comply With Ground Lease**”) to the other of the nature and circumstances of such failure to comply, which notice shall include all applicable documentation or other information regarding the failure to comply in such Party’s possession and control.

1.1.2 **Consultation Between Port and City.** Upon delivery by either Party of a Notice of RIDA’s Failure to Comply With Ground Lease, the City and Port will Consult with one another regarding such failure to comply. As used herein, to “**Consult**” or a “**Consultation**” shall include, at a minimum, one substantive in person meeting, or video or telephonic conference call, between Port Counsel and a member of Port Staff, on behalf of the Port, and the City Attorney of Chula Vista and a member of City staff, on behalf of the City, and such other meetings and conversations as are reasonably required to reach a decision regarding failure to comply. During the Consultation the Party that provided the Notice of RIDA’s Failure to Comply With Ground Lease shall describe the circumstances of that failure. Among other

things, during the Consultation the Parties will meet and confer regarding the extent and materiality of RIDA's non-compliance. Within five (5) Business Days following this Consultation, the Port shall inform the City whether or not the Port intends to issue a Notice to RIDA to cure such failure to comply ("**Notice to Cure**"). If the Port advises the City within this five (5) Business Day period that it declines to issue a Notice to Cure, or fails to advise the City within this five (5) Business Day period of its intention to issue a Notice to Cure, City shall, within five (5) additional Business Days of such advice or such expiration of such five (5) Business Day period, notify the Port whether or not the City intends to issue a Notice to Cure. If one of the Parties issues a Notice to Cure and the failure to comply continues beyond any applicable notice and cure period under the Ground Lease (a "**Breach**"), the Parties shall again Consult with one another regarding the Breach. Among other things, during the Consultation the Parties will meet and confer regarding the enforcement options available with respect to the subject Breach, and the relative costs and benefits of such options. At the end of this Consultation, the Port shall inform the City whether or not the Port intends to take actions to cause RIDA to remedy the Breach (any such actions, "**Enforcement Actions**"). An Enforcement Action may include, without limitation, filing of breach of lease or other claims against RIDA in a court of law with appropriate jurisdiction and authority, seeking damages or injunctive relief as applicable. The discussions at any such Consultation shall include the nature and scope of any planned Enforcement Actions. As used herein, "**Business Days**" means Monday through Friday, excluding Port-observed holidays. If any holiday falls on a Saturday, then the Saturday and the preceding Friday are both legal holidays. If the holiday should fall on a Sunday, then the Sunday and the following Monday are both legal holidays.

1.1.3 Port Enforcement of Substantial City Interest Ground Lease Provision. If the Port elects to take Enforcement Actions in connection with a Breach, then during the pendency of any Enforcement Action, the Port will provide reasonably frequent updates to the City (including the City Attorney's Office) regarding material events or actions in connection with the Enforcement Action. If the Enforcement Action involves the filing of a lawsuit against RIDA in a court of law, then the City will have the right, by written notice to the Port within ten (10) Days of the date upon which Port informs City that it intends to file an Enforcement Action, to join such Enforcement Action as a named plaintiff, using the express third party beneficiary rights set out in favor of the City with respect to the Substantial City Interest Provisions in Section 29.19 of the Ground Lease.

1.1.3.1 City as Named Plaintiff. If both the City and the Port are named plaintiffs in the Enforcement Action (a "**Joint Action**"), then the City will be represented in such Joint Action by its own separate legal counsel (which may, at the City's option, be the City Attorney's office), and the City will be responsible for all costs and fees incurred by the City in connection with its participation in the Joint Action. Notwithstanding the City's position as a named plaintiff, the Port shall have the right to select its own separate legal counsel, in the Port's sole discretion, and shall have the sole right, in the Port's sole discretion, to direct the prosecution of the Joint Action with respect to the Port's interests. The City, likewise, shall have the sole right, in the City's sole discretion, to direct the prosecution of the Joint Action with respect to the City's interests. Both parties agree to comply with Section 29.19 of the Ground Lease which obligates them to cooperate and coordinate so that statements and positions taken by the Parties in communications with RIDA or in any dispute resolution procedure arising in any dispute with RIDA related to the breach of a Substantial City Interest Ground Lease Provision will be joint statements or positions, as applicable, to the maximum extent possible. Nothing contained herein

shall limit the Parties' respective rights to indemnification from RIDA or any other party for damages, fees, or other costs incurred in connection with such Joint Action and each Party expressly reserves its right to seek attorneys' fees pursuant to the terms of the Ground Lease.

1.1.3.2 **City Not Part of Enforcement Action.** If the City does not elect to join the Enforcement Action as a named plaintiff, then during the pendency of the Enforcement Action, the City shall have the right to Consult with the Port regarding the prosecution of the Enforcement Action, provided that such Consultation is reasonably related to material events of the Enforcement Action, and further provided that such Consultations are not more frequent than is reasonably required based on the events of the Enforcement Action. Notwithstanding any such Consultation, the Port shall have the sole right, in the Port's sole discretion, to prosecute any such Enforcement Action in any way the Port sees fit (subject to the terms of Section 1.1.3.3, below, with respect to any settlement of the Enforcement Action that would modify any Substantial City Interest Provision).

1.1.3.3 **Settlement of Port Action.** The Port may settle any Enforcement Action on any terms the Port desires in the Port's sole discretion, including any Port portion of a Joint Action, provided that no such settlement shall modify the terms of any Substantial City Interest Ground Lease Provision or decrease the amounts of Lease Revenues payable by the City under the Facility Lease, without the prior written consent of the City, which the City may withhold in the City's sole discretion.

1.1.4 **City Enforcement of Substantial City Interest Ground Lease Provision.** If the Port elects not to pursue an Enforcement Action with respect to a particular Breach, or if following the final adjudication, settlement, or other resolution of any Enforcement Action the City elects to pursue additional remedies with respect to such Breach, the City shall have the right to pursue its own separate Enforcement Action using the express third party beneficiary rights set out in favor of the City with respect to the Substantial City Interest Ground Lease Provisions in Section 29.19 of the Ground Lease (the "**City Action**"). In connection with the City Action, City shall deliver the Third Party Beneficiary Notice to RIDA as set forth in Section 29.19 of the Ground Lease. During the pendency of the City Action, the Port shall have the right to Consult with the City regarding the prosecution of the City Action, provided that such Consultation is reasonably related to material events of the City Action, and further provided that such Consultations are not more frequent than is reasonably required based on the events of the City Action. Notwithstanding any such Consultation, the City shall have the sole right, in the City's sole discretion, to prosecute any such City Action in any way the City sees fit (provided that no settlement of such action shall modify any of the terms of the Ground Lease, including, without limitation, any Substantial City Interest Ground Lease Provisions, without the prior written consent of the Port, which the Port may withhold in the Port's sole discretion). Nothing contained herein shall preclude the Port from commencing an Enforcement Action at any time, including during or after the completion of a City Action. Prior to commencing any Enforcement Action during the pendency of or following the completion of a City Action, the Port will Consult with the City and shall, to the extent feasible and appropriate, prosecute such action as a Joint Action.

1.2 **Requested Approvals under Substantial City Interest Ground Lease Provision.**

1.2.1 **Notification.** In the event that either (i) RIDA requests the consent of the Port to any action to be taken by RIDA in accordance with or in contravention of any Substantial City Interest Ground Lease Provision, or to any other provision listed in Section 29.24 of the Ground Lease, or (ii) the Port intends to waive any rights of the Port, or any obligation of RIDA, under any Substantial City Interest Ground Lease Provision or other provision listed in Section 29.24 of the Ground Lease (any such action, a “**Substantial City Interest Ground Lease Provision Action**”), the Port shall so notify the City at least fifteen (15) Days before any deadline applicable to the Port’s response to such request from RIDA (the “**Response Deadline**”) and the terms of this Section 1.2 shall apply. In any circumstance under this Agreement where it is not reasonably feasible to provide the full fifteen (15) Day notice period to City (e.g., where the Response Deadline does not allow for such notice) (an “**Expedited Response Circumstance**”) Port shall give as much notice as is reasonably practicable but in no event less than five (5) Business Days prior notice.

1.2.2 **Consultation Between Port and City; City Sole Discretion.** Following the Port’s notification to the City of a proposed Substantial City Interest Ground Lease Provision Action, the Port and the City will Consult with one another regarding such Substantial City Interest Ground Lease Provision Action. Such Consultation shall occur at least ten (10) Days before the Response Deadline, unless the Consultation involves an Expedited Response Circumstance, in which case such Consultation shall occur at least two (2) Business Days before the Response Deadline. At least five (5) Business Days before the Response Deadline, City shall advise the Port in writing if City does not approve the Substantial City Interest Provision Action, unless the Consultation involves an Expedited Response Circumstance, in which case City shall so advise the Port at least one (1) Business Day before the Response Deadline. If after such Consultation, the City determines that it does not approve the proposed Substantial City Interest Ground Lease Provision Action and so advises the Port in writing, then the Port will deny RIDA the requested approval or waiver of such proposed Substantial City Interest Ground Lease Provision Action.

2. **Sublease Direct Port Third Party Beneficiary Interest Provisions.**

2.1 **Breach of Direct Port Third Party Beneficiary Interest Provision.**

2.1.1 **Notification.** If the City or the Port becomes aware of any failure of RIDA to comply with the terms of any Direct Port Third Party Beneficiary Interest Provision under the Sublease then such Party shall promptly (but in any event within ten (10) Days after becoming aware of such failure to comply) provide written notice “**Notice of RIDA’s Failure to Comply with Sublease**”, to the other of the nature and circumstances of such failure to comply, which notice shall include all applicable documentation or other information regarding the failure to comply in such Party’s possession and control.

2.1.2 **Consultation Between Port and City And Enforcement of Direct Port Third Party Beneficiary Interest Provisions.** Upon delivery by either Party of a Notice of RIDA’s Failure to Comply With Sublease, the City and Port will Consult with one another regarding such failure to comply. During the Consultation the Party that provided the Notice of RIDA’s Failure to Comply With Sublease shall describe the circumstances of the failure to comply. The Port shall make all decisions in its sole discretion with regard to the enforcement of Direct

Port Third Party Beneficiary Interest Provisions, including the decision as to whether to issue a Notice to Cure with regard to RIDA's failure to comply and whether to prosecute or otherwise pursue an Enforcement Action with regard to such failure. Port shall have the sole right, in the Port's sole discretion, to direct the prosecution of the Enforcement Action with respect to the Direct Port Third Party Beneficiary Interest Provision (subject to the terms of Section 2.1.3),). Unless expressly agreed by Port and City during the Consultation, nothing contained herein shall relieve City of any of its obligations with regard to enforcement of the covenants contained in the Sublease as specifically set forth in the Facility Lease and the JEPA Agreement, all of which shall remain in full force and effect.

2.1.3 **Settlement of Enforcement Action Regarding Direct Port Third Party Beneficiary Interest Provisions.** The Port may settle any Enforcement Action Regarding Direct Port Third Party Beneficiary Interest Provisions, on any terms the Port desires in the Port's sole discretion, provided that no such settlement shall modify the terms of any Substantial City Interest Ground Lease Provision or decrease the amounts of Lease Revenues payable by the City under the Facility Lease without the prior written consent of the City, which the City may withhold in the City's sole discretion.

2.2 **Requested Sublease Approvals under Direct Port Third Party Beneficiary Interest Provision.**

2.2.1 **Notification.** In the event that either (i) RIDA requests the consent of the City to any action to be taken by RIDA in accordance with or in contravention of any Direct Port Third Party Beneficiary Interest Provision, or (ii) the City intends to waive any rights of the City, or any obligation of RIDA, under any Direct Port Third Party Beneficiary Interest Provision (any such action, a "**Direct Port Third Party Beneficiary Interest Provision Action**"), the City shall so notify the Port before the Response Deadline and the terms of this Section 2.2 shall apply.

2.2.2 **Consultation Between Port and City; Port Sole Discretion.** Following the City's notification to the Port of a proposed Direct Port Third Party Beneficiary Interest Provision Action, the Port and the City will Consult with one another regarding such Direct Port Third Party Beneficiary Interest Provision Action. Such Consultation shall occur at least ten (10) Days before the Response Deadline. At least five (5) Business Days before the Response Deadline, Port shall advise the City in writing if Port does not approve the Direct Port Third Party Beneficiary Interest Provision Action. If after such Consultation, the Port determines that it does not approve the proposed Direct Port Third Party Beneficiary Interest Provision Action and so advises the City in writing, then the City will deny RIDA the requested approval or waiver of such proposed Direct Port Third Party Beneficiary Interest Provision Action.

3. **JEPA Enforced Sublease Provisions.**

3.1 **Breach of JEPA Enforced Sublease Provision.**

3.1.1 **Notification.** If the City or the Port becomes aware of any failure of RIDA to comply with the terms of any JEPA Enforced Sublease Provision in their capacities as members of the JEPA or otherwise, then such Party shall promptly (but in any event within ten (10) Days after becoming aware of such failure to comply) provide written notice "**Notice of**

RIDA's Failure to Comply with Sublease", to the other of the nature and circumstances of such failure to comply, which notice shall include all applicable documentation or other information regarding the failure to comply in such Party's possession and control.

3.1.2 Consultation Between Port and City and Enforcement of JEPA Enforced Sublease Provisions. Upon delivery by either Party of a Notice of RIDA's Failure to Comply With Sublease, the City and Port will "Consult" with one another regarding such failure to comply. During the Consultation the Party that provided the Notice of RIDA's Failure to Comply With Sublease shall describe the circumstances of the failure to comply. As the "Leasing Manager" for the JEPA (as defined in the JEPA Agreement), the Port shall be primarily responsible for making decisions regarding the enforcement of a JEPA Enforced Sublease Provision including the decision as to whether to issue a Notice to Cure with regard to RIDA's failure to comply and whether to prosecute or otherwise pursue an Enforcement Action with regard to such failure; provided, however, with respect to "Major Decisions" (as defined in the JEPA Agreement), the Port and the City shall coordinate in their enforcement efforts with regard to Major Decisions in a similar manner as provided in Sections 1.1.2, 1.1.3, and 1.1.4, above, with respect to Substantial City Interest Ground Lease Provisions—e.g., the Parties' respective rights and obligations to notify, consult and enforce with regard to RIDA's failure to comply with a Substantial City Interest Ground Lease Provision as set forth in Sections 1.1.2, 1.1.3 and 1.1.4 above shall apply to the Parties' respective rights and obligations to notify, consult and enforce with regard to JEPA Enforced Sublease Provisions when such provision involves a "Major Decision" as defined in the JEPA Agreement. Nothing contained herein shall relieve City of any of its obligations with regard to enforcement of the covenants contained in the Sublease as specifically set forth in the Facility Lease and the JEPA Agreement, all of which shall remain in full force and effect.

3.2 Requested Sublease Approvals under JEPA Enforced Sublease Provisions

3.2.1 Notification. In the event that either (i) RIDA requests the consent of the City to any action to be taken by RIDA in accordance with or in contravention of any JEPA Enforced Sublease Provision, or (ii) the City intends to waive any rights of the City, or any obligation of RIDA, under any JEPA Enforced Sublease Provision any such action, a "**JEPA Enforced Sublease Provision Action**", the City shall so notify the Port in its capacity as Leasing Manager of the JEPA before the Response Deadline and the terms of this Section 3.2 shall apply.

3.2.2 Consultation Between Port and City; Port Sole Discretion, Subject to Limitations. Following the City's notification to the Port of a proposed JEPA Enforced Sublease Provision Action, the Port and the City will Consult with one another regarding such action. Such Consultation shall occur at least ten (10) Days before the Response Deadline. At least five (5) Business Days before the Response Deadline, Port shall advise the City in writing if Port, in its capacity as Leasing Manager of the JEPA, does not approve the JEPA Enforced Sublease Provision Action. If after such Consultation, the Port determines that it does not approve the proposed JEPA Enforced Sublease Provision Action and so advises the City in writing, then the City will deny RIDA the requested approval or waiver of such proposed JEPA Enforced Sublease Provision Action. Notwithstanding the foregoing, if the JEPA Enforced Sublease Provision Action involves a "Major Decision" under the JEPA Agreement, the parties shall

coordinate their consideration and approval process in a similar manner as provided in Sections 1.2, above, with respect to Substantial City Interest Ground Lease Provision Actions.

4. **Default and Remedies.** A breach by either Party of the terms of this Agreement, which shall include, without limitation, the refusal or failure to reasonably schedule, attend, or reasonably participate in any Consultation, or the failure to diligently prosecute any Enforcement Action, which breach continues for more than five (5) Business Days (with regard to any refusal or failure to reasonably schedule, attend, or reasonably participate in any Consultation) or more than thirty (30) days (with regard to any failure to diligently prosecute any Enforcement Action), after written notice thereof from the other Party shall be an “**Event of Default**” under this Agreement. If an Event of Default occurs which relates to a refusal or failure to reasonably schedule, attend, or reasonably participate in any Consultation, then the non-breaching Party shall have the right to proceed as if the Consultation had occurred, and as if the Party committing the Event of Default had approved the actions taken by the non-breaching Party. Any other Event of Default may be enforced by judicial action, including without limitation an action for specific performance or injunctive relief. In no event shall either Party seek monetary damages as a result of any Event of Default.

5. **Mutual Release and Indemnity.** Each Party hereby releases the other from, and forever waives and agrees not to assert, any and all claims (including claims under negligence and strict liability), demands, liability, losses, causes of actions and suits of any kind, relating to or arising from any actions taken by the other Party in connection with an Enforcement Action or other exercise of such Party's enforcement rights under the Ground Lease, Facility Lease, or Sublease, as applicable ("**Claims**"). Each Party shall further indemnify and defend the other from any such Claims by third parties including any such claims by RIDA.

6. Sharing of Expenses. The Port and City shall meet and confer prior to expending costs under this Enforcement Agreement regarding the sharing of expenses related to the obligations in this Agreement.

7. **Notices.** All notices, certificates or other communications hereunder to the City or the Port shall be in writing and shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, to the parties listed below:

To the City: City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910
Attention: City Manager

With copy to: City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910
Attention: City Attorney

To the Port: Executive Director
San Diego Unified Port District
Post Office Box 120488
San Diego, CA 92112-0488

With copy to: Director, Real Estate Department
San Diego Unified Port District
Post Office Box 120488
San Diego, CA 92112-0488

Port Attorney
San Diego Unified Port District
Post Office Box 120488
San Diego, CA 92112-0488

8. **Term.** This Agreement shall become effective on the Effective Date, and the term of this Agreement (the “**Term**”) shall extend until the later of: (i) in the case of the JEPA Enforced Sublease Provisions and the Direct Port Third Party Beneficiary Provisions, until the earlier of (a) one year after the termination or expiration of the Site Lease, Sublease, and Facility Lease; (b) one year after the occurrence of the Expansion Date under and as defined in the Ground Lease; and (c) the satisfaction, as determined by the Port in the Port’s sole and absolute discretion, of the JEPA Enforced Sublease Provisions and the Direct Third Party Beneficiary Provisions; and (ii) the termination of the City’s right to enforce the Substantial City Interest Ground Lease Provisions under the Ground Lease; provided, however, that termination of this Agreement shall not prevent the Parties from continuing the enforcement of any Substantial City Interest Ground Lease Provisions, JEPA Enforced Sublease Provisions, or Direct Port Third Party Beneficiary Provisions that either Party may have commenced in a court of law (including any applicable, appeal periods) prior to the expiration of the Term of this Agreement; and provided, further, the Term shall not extend beyond sixty-six (66) years.

9. **No Waiver.** No waiver of any provision of this Agreement shall be implied by any failure of a Party to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by a Party of any provision of this Agreement may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

10. **Governing Law.** Venue for any legal proceeding in connection with this Agreement shall be in San Diego County, California. This Agreement shall be construed and enforced in accordance with the Laws of the State of California.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date and year first above written.

Port:

SAN DIEGO UNIFIED PORT DISTRICT,
a public corporation

By: _____
Its: _____

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Russell, General Counsel

City:

CITY OF CHULA VISTA,
a chartered municipal corporation

Maria V. Kachadoorian, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Glen R. Googins, City Attorney

SCHEDULE 1

SUBSTANTIAL CITY INTEREST GROUND LEASE PROVISIONS

Each of the following provisions of the Ground Lease shall be a “Substantial City Interest Ground Lease Provision”:

At any time prior to the Expansion Date (as defined in the Ground Lease) and, with respect to Section 8.2, Section 18.3.2 and Article 19, at any time prior to the date that is the third (3rd) anniversary of the Expansion Date (as defined in the Ground Lease), Section 4.4, Section 4.6, Section 5.1.3, Section 6.1, Section 8.2, Section 10.1, Section 10.6.2, Section 15.4, Section 18.3.2, Article 19 and Section 29.19, and definitions of terms used therein.

SCHEDULE 2

JEPA ENFORCED SUBLEASE PROVISIONS

Each of the following provisions of the Sublease shall be a “JEPA Enforced Sublease Provision”:

Section 2.1, Section 2.2, Section 3.4(b), Section 3.9, Section 3.12, Section 3.14, Section 4.1, Section 4.2(b), Section 5.1(d), Section 5.1(f), Section 5.1(g), Section 5.1(h), Section 5.2(a), Section 5.2(b), Section 5.2(f), Section 6.1, Section 6.6, Section 6.7, Section 6.8, Section 6.9, Section 6.10, Section 6.11(b), Section 6.11(c), Section 6.12(a), Section 6.12(b), Section 6.12(d), Section 6.14, Section 6.15, Section 6.16, Section 6.17, Section 6.19(a), 6.20, Section 6.21, Section 11.1, Section 11.8, Section 11.15, and in each case, the definitions of terms used therein.

SCHEDULE 3

DIRECT PORT THIRD PARTY BENEFICIARY INTEREST PROVISIONS

Each of the following provisions of the Sublease shall be a “Direct Port Third Party Beneficiary Interest Provisions”:

Section 2.2(b), Section 3.9, Section 4.1(b), Section 5.1(g)(ii), Section 6.6(e), Section 6.12(a), (b) and (d), Section 6.17, Section 6.20, Section 11.8, and, solely upon the expiration or earlier termination of this Sublease, Section 3.13, Section 3.15, the last sentence of Section 5.1(d), Section 5.1(g)(i)(B), Section 5.2(b)(vi), Section 11.9, and in each case, the definitions of terms used therein.