

MORTGAGEE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE
(Project Implementation Agreement)

THIS MORTGAGEE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE (this “Agreement”) is entered into as of the ____ day of _____, 20__ (the “Effective Date”) by and among RIDA CHULA VISTA, LLC, a Delaware limited liability company (“Developer”), the CITY OF CHULA VISTA, a charter city of the State of California duly organized and existing under and by virtue of the Constitution and laws of the State of California (“City”), BAYFRONT PROJECT SPECIAL TAX FINANCING DISTRICT, a financing district established and existing pursuant to Chula Vista Municipal Code Chapter 3.61 Bayfront Project Special Tax Financing District Procedural Ordinance (the “Financing District”), the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (the “Port District”), the Chula Vista Bayfront Facilities Financing Authority (the “Authority” and also sometimes referred to herein as the “JEPA”; and, collectively with the City, the Financing District, and the Port District, the “Public Entities” or each separately, a “Public Entity”), a joint exercise of powers entity created by the City and the Port District pursuant to the Joint Exercise of Powers Act (as defined below) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for itself and the lenders from time to time party to the Loan Agreement (defined below) (in such capacity, together with its successors and assigns, “Administrative Agent”).

RECITALS

A. The City and the Port District are parties to that certain Amended and Restated Joint Exercise of Powers Agreement, dated and effective July 25, 2019 (the “JEPA Agreement”), which amended and restated that certain Joint Exercise of Powers Agreement, dated as of May 1, 2014, by and between the City and the Port District. The JEPA Agreement forms the Authority for the purpose of assisting in the financing and refinancing of capital improvement projects of the City and the Port District as permitted under the Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (the “Joint Exercise of Powers Act”) relating to the Chula Vista Bayfront.

B. Pursuant to that certain Site Lease, dated as of _____ 1, 20__ (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Site Lease”), the Port District has leased to the JEPA and the JEPA has leased from Port District certain real property described in Exhibit A-1 and depicted in Exhibit B-1 attached thereto (the “Site”), upon which an approximately 275,000 net usable square foot convention center (the “Convention Center” and, together with the Site, the “Facility”) will be constructed by Developer pursuant to the Project Implementation Agreement (as defined below) and operated by Developer pursuant to the Sublease (as defined below).

C. Pursuant to that certain Facility Lease, dated as of _____ 1, 20__ (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Facility Lease”), the JEPA has in turn subleased the Site and leased the Convention Center to the City.

D. Pursuant to that certain Sublease Agreement, dated as of _____ 1, 20__ (as amended, amended and restated, supplemented or otherwise modified from time to time, together with any New Sublease (as defined in the Sublease), the “Sublease”), the City has in turn subleased the Facility to Developer. The Site Lease, Facility Lease, and Sublease are referred to collectively herein as the “Convention Center Leases.”

E. The Port District and Developer have entered into that certain Ground Lease, dated as of _____ 1, 20__ (as amended, amended and restated, supplemented or otherwise modified from time to time, together with any New Ground Lease (as defined in the Ground Lease), the “Ground Lease”), pursuant to which the Port District has leased to Developer approximately 19.281 acres of land located in the City of Chula Vista, California, described in Exhibit A-2 and depicted in Exhibit B-2 attached thereto (the “Ground Lease Property”), together with all improvements currently located on the Ground Lease Property. Pursuant to the Ground Lease, the Developer is obligated to construct, operate and maintain (or cause to be constructed, operated and maintained) the Resort Hotel (defined therein) and Parking Improvements (defined therein) on the Ground Lease Property.

F. Pursuant to the Sublease and that certain Project Implementation Agreement, dated [_____] , a memorandum of which was recorded [_____] in the records of San Diego County, California, under recording no. [_____] (as the same may be modified, supplemented, extended, restated or replaced, the “Project Implementation Agreement”), the Developer is required to cause the development and construction of the “Project” which consists of the Developer’s Phase 1A Infrastructure Improvements and the Convention Center (as such terms are defined therein). Each capitalized term used but not defined herein shall have the meaning given to such term in the Project Implementation Agreement.

G. Pursuant to that certain [Building Loan Agreement], dated [_____] (as the same may be modified, supplemented, extended or restated, the “Loan Agreement”), by and among Developer, as borrower, Administrative Agent and the lenders from time to time parties thereto (together with their respective successors and assigns as their interests may appear, “Lenders”), Lenders expect to make a construction loan to Developer in the maximum principal amount of \$ _____ (the “Loan”), which Loan is to be secured by, among other things, Developer’s interest in the Project Implementation Agreement, the Sublease, the Ground Lease, the Convention Center and the Resort Hotel.

H. Pursuant to that certain Mezzanine Loan Agreement, dated [_____] (as the same may be modified, supplemented, extended or restated, the “Mezzanine Loan Agreement”), by and among GPR MEZZ, LLC, a Delaware limited liability company (“Mezzanine Borrower”), as borrower, and MARRIOTT INTERNATIONAL CAPITAL CORPORATION, a Delaware corporation (together with its successors and assigns as their interests may appear, “Mezzanine Lender”), as lender, Mezzanine Lender expects to make a loan to Mezzanine Borrower in the maximum principal amount of \$90,000,000 (the “Mezzanine Loan”), which Mezzanine Loan is to be secured by, among other things, Mezzanine Borrower’s indirect ownership interest in Developer. The Mezzanine Loan Agreement and the other documents entered into in connection

with the Mezzanine Loan from time to time (as the same may be modified, supplemented, extended or restated), are referred to herein as the “Mezzanine Loan Documents”.

I. This Agreement is being entered into to, among other things, implement the provisions of Section 22.2 of the Project Implementation Agreement.

J. Administrative Agent and Lenders would not enter into the Loan Agreement and the Lenders would not make the Loan without this Agreement.

NOW, THEREFORE, in consideration of Administrative Agent and Lenders entering into the Loan Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Public Entities and Developer do hereby agree for the benefit of Administrative Agent and Lenders as follows:

AGREEMENT

1. Financing Encumbrance Provisions. The Public Entities and Developer acknowledge and agree that this Agreement is being entered into to, among other things, implement the provisions of Section 22.2 of the Project Implementation Agreement and that the Project Implementation Agreement and each of their respective rights and remedies in connection therewith shall be subject in all respects to the provisions of Annex I attached hereto, which Annex I is hereby incorporated in this Agreement by this reference.

2. Consent to Security Instrument and Pledge. Pursuant to Resolution [_____] (the “Resolution”), the Port consented, upon the conditions set forth therein, to the encumbrance of Developer’s leasehold estate, in connection with the Loan, by the lien of a [Construction Deed of Trust, With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing], for the benefit of Administrative Agent and the Lenders (as applicable, and as the same may be modified, supplemented, extended, restated or replaced, the “Security Instrument”). The Security Instrument will secure the payment of the Loan as described in the Security Instrument and all other obligations of Developer under the other documents entered into in connection with the Loan as are set forth on Exhibit B attached hereto (as the same may be modified, supplemented, extended or restated, the “Loan Documents”). Pursuant to the Resolution, the Port consented, upon the conditions set forth therein, to the encumbrance of the ownership interest in Developer, in connection with the Mezzanine Loan, by the lien of a [Pledge and Security Agreement], granted by Mezzanine Borrower for the benefit of Mezzanine Lender (as applicable, and as the same may be modified, supplemented, extended, restated or replaced, the “Pledge Agreement”). Developer hereby represents and warrants to the Public Entities, the Administrative Agent and Lenders that Developer has satisfied the conditions of the Resolution and that each of the Permitted PIA Financing Encumbrance and Permitted Equity Financing Encumbrance comply with all of the conditions of the Resolution, in each such case, applicable thereto. Based on the forgoing representations and warranties, the Public Entities hereby acknowledge and agree that the Security Instrument constitutes a Permitted PIA Financing Encumbrance for all purposes under the Project Implementation Agreement and the provisions of Annex I attached hereto and that the Pledge

Agreement constitutes a Permitted Equity Financing Encumbrance for all purposes under the Project Implementation Agreement and the provisions of Annex I attached hereto.

3. Permitted Lenders. Each Lender constitutes a Permitted Mortgage Lender for all purposes under the Project Implementation Agreement and the provisions of Annex I attached hereto; provided, however, that for purposes of Sections 3(b) and 7(b) of Annex I attached hereto, the Lenders must exercise their rights collectively, acting through Administrative Agent (e.g., each Lender is not entitled to its own opportunity to cure an Event of Default under the Project Implementation Agreement). Administrative Agent hereby informs the Public Entities that it is the Designated Nominee of the Lenders and each of the Public Entities acknowledges and agrees that Administrative Agent shall be treated for all intents and purposes as the Senior Permitted Lender and the Senior Permitted Mortgage Lender under the Project Implementation Agreement and the provisions of Annex I attached hereto. Administrative Agent has provided the Public Entities with its address for notice in Section 21 below hereof and hereby requests written notice of each notice of each Event of Default given to Developer as required by Section 3(b) of Annex I attached hereto. The Public Entities shall not be required to provide notice to any other Lenders. As such, Administrative Agent is entitled to all rights of the Senior Permitted Lender and Senior Permitted Mortgage Lender under the Project Implementation Agreement and the provisions of Annex I attached hereto. Mezzanine Lender constitutes a Senior Permitted Mezzanine Lender for all purposes under the Project Implementation Agreement and the provisions of Annex I attached hereto.

4. Estoppel. The Public Entities and Developer represent and warrant to Administrative Agent and Lenders as of the Effective Date that:

4.1 The Project Implementation Agreement is currently in full force and effect and has not been modified in whole or in part.

4.2 The Project Implementation Agreement is for the Term as defined and set forth in Section 3.1 thereof.

4.3 Developer is not, to the actual knowledge of the Public Entities (without any duty of investigation or inquiry), in default or in breach under the provisions of the Project Implementation Agreement.

4.4 Except for the Security Instrument and the 2022 Assigned Rights and Assigned Rights granted to the Trustee pursuant to the Indenture and the Bond Purchase and Continuing Covenant Agreement, the Public Entities have no actual knowledge (without any duty of investigation or inquiry) of any other assignment or hypothecation of the Project Implementation Agreement.¹

¹ NTD: The City is negotiating with JPM on this point and there may be two ‘assigned rights’: The 2022 Assigned Rights will be in effect during the term of the 2022 Bonds and the Assigned Rights (which may be narrower) will be in effect after the payoff of the 2022 Bonds.

4.5 The Project Plans, which have been approved by the Public Entities as and to the extent required by the Project Implementation Agreement, are described in the Project Implementation Agreement as [Exhibit].

5. **Ownership and Mortgaging of Fee Interest in Property.** As of the date hereof, the Port owns the Site in trust and has not transferred its ownership interest in the Site. As of the date hereof, except as set forth in Section 2 hereof, the Port has not authorized or consented to the recordation of any deed of trust, mortgage or other foreclosable lien on the Port's ownership in the Site. As of the date hereof, no Public Entity has transferred its right or interest in the Project Implementation Agreement, except as set forth in the Indenture and Bond Purchase and Continuing Covenant Agreement with respect to the 2022 Assigned Rights and Assigned Rights (as defined in the Indenture).

6. **Intentionally Omitted.**

7. **Self-Help Remedies.** Each Public Entity agrees that the self-help and payment rights granted to the Public Entities in Sections 18.5 (other than with respect to any lien encumbering the fee interest in the Site) and 21.2.2 of the Project Implementation Agreement, to the JEPA in Section 7.7(c) of the Facility Lease (other than with respect to any lien encumbering the fee interest in the Site) and shall not be exercised until all applicable notice and cure periods (including, without limitation, those rights granted to Permitted Lenders under the provisions of Annex I attached hereto) have expired without the cure of the underlying Event of Default or breach giving rise to such self-help rights, except, solely with respect to the Public Entities' rights under Section 21.2.2 of the Project Implementation Agreement and during the existence of an Event of Default, to the extent (i) required to prevent imminent harm to health and human safety or (ii) required to prevent imminent and material damage to property.

8. **Non-Disturbance and Certain Bankruptcy Events.** The Public Entities and Developer acknowledge and agree, for the benefit of Administrative Agent and the Lenders, to the provisions of Article 23 and Section 26.17 of the Project Implementation Agreement and Article 23 and Section 26.17 of the Project Implementation Agreement are hereby incorporated by this reference as though set forth herein in full. The Public Entities acknowledge and agree that the rights of Administrative Agent and Lenders under this Section are expressly intended to survive any surrender, cancellation or termination of the Project Implementation Agreement and/or any Convention Center Lease, or any rejection or disaffirmance of any of the foregoing pursuant to bankruptcy law or other Law affecting creditors' rights, or as the result of any other termination of the Project Implementation Agreement and/or any Convention Center Lease for any reason whatsoever. The Public Entities agree not to amend, modify or replace any of the Convention Center Leases or the Project Implementation Agreement in any manner that is inconsistent with or would circumvent the intent of this Section, unless such amendment, modification or replacement has been approved in writing by Administrative Agent.

9. **HMA SNDA Remedies.** The Public Entities agree that the rights and remedies granted to the Public Entities pursuant to Sections 3A., 3B., 6A. and 6B. of the Convention Center Agreement, dated as of the date hereof, among the Public Entities, Hotel Operator and Tenant (as amended subject to the terms of this Agreement, the "Public Entity HMA SNDA"), shall not be

exercised until all applicable notice and cure periods (including, without limitation, those rights and remedies granted to Permitted Lenders under Article 9 of the Sublease and Annex I attached hereto) have expired without the cure of the underlying Event of Default or breach giving rise to any right or remedy of Landlord under such Public Entity HMA SNDA. Landlord agrees not to amend, modify or replace the Public Entity HMA SNDA in any manner that is inconsistent with or would circumvent the intent of this Section, unless such amendment, modification or replacement has been approved in writing by Administrative Agent.

10. New Agreement. The Public Entities acknowledge and agree that the rights of Administrative Agent (or a SPE Lender Affiliate designated by Administrative Agent to act on behalf of Administrative Agent and the Lenders in accordance with Section 3(b) of Annex I attached hereto) as a Permitted Lender under Section 3(b)(iv) of Annex I attached hereto shall and are expressly intended to survive any surrender, cancellation or termination of the Project Implementation Agreement by Developer, or any rejection or disaffirmance thereof pursuant to bankruptcy law or other Law affecting creditors' rights, or as the result of any other termination of the Project Implementation Agreement for any reason whatsoever in the manner described in Section 3(b)(iv) of Annex I attached hereto, other than as a direct result of Administrative Agent's election not to Complete pursuant to Section 7(b) of Annex I attached hereto. If Administrative Agent (or a SPE Lender Affiliate designated by Administrative Agent to act on behalf of Administrative Agent and the Lenders in accordance with Section 3(b) of Annex I attached hereto) (as applicable, for the purposes of this Agreement, the "**New Developer**") enters into a New Agreement with the Public Entities in accordance with Section 3(b)(iv) of Annex I attached hereto, then:

10.1 New Developer will be permitted to assign the New Agreement only to a permitted assignee to which the Sublease has been assigned in accordance with Annex I attached hereto.

10.2 Intentionally Omitted.

10.3 Developer will have no right, title or interest in or to such New Agreement or any other interest of New Developer therein.

10.4 If any representations and warranties are required to be made by New Developer pursuant to such New Agreement that correspond to the representations and warranties set forth in Sections 20.3 of the Project Implementation Agreement, the same shall be reasonably revised as necessary to reflect the facts applicable to New Developer.

11. Bankruptcy of Developer or Public Entities.

11.1 Notwithstanding anything to the contrary, if Developer becomes a debtor in a proceeding under the United States Bankruptcy Code (11 U.S.C. § 101, et seq., as amended, and any successor statute) (the "Bankruptcy Code"), or any successor or similar statute or law, and the Project Implementation Agreement is rejected in such case or if any court or other authority of competent jurisdiction finally determines that the Project Implementation Agreement has been terminated, the Public Entities shall promptly enter

into a New Agreement with the Administrative Agent or its designee as provided in Section 3(b)(iv) of the Annex I attached hereto. The agreements among the Public Entities and Administrative Agent contained in this Agreement and the provisions of the Project Implementation Agreement and Convention Center Leases of which Permitted Lenders are third party beneficiaries are for the benefit of Administrative Agent and are independent of any agreements with Developer contained in this Agreement, in the Project Implementation Agreement, or in such Convention Center Leases. If Developer rejects, or attempts to reject, this Agreement or the Project Implementation Agreement under Section 365 of the Bankruptcy Code, or any similar or successor statute, or any rejection occurs thereunder for any reason, such rejection will have no effect on Administrative Agent's rights as to the Public Entities under this Agreement or such sections of the Project Implementation Agreement and Convention Center Leases, which rights will remain in full force and effect. Developer further agrees that it shall not assume or assume and assign the Project Implementation Agreement in such a proceeding for Developer without the prior written consent of Administrative Agent. Each Public Entities agrees that it shall not consent to Developer's assumption or assumption and assignment of the Project Implementation Agreement in any such proceeding for Developer without the prior written consent of Administrative Agent.

11.2 If any Public Entity becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law, Developer shall not make any election or exercise any rights under Section 365 of the Bankruptcy Code or any successor or similar statute, including, without limitation, any election to treat the Project Implementation Agreement as terminated in the event that the Project Implementation Agreement is rejected or consent to the assumption and assignment of the Project Implementation Agreement, without the prior written consent of Administrative Agent. The Public Entities and Developer agree that no consent or stipulation by Developer with respect to the Project Implementation Agreement or the Facility in any such proceeding for any Public Entity will be effective unless Administrative Agent joins therein in writing.

11.3 Nothing in the Project Implementation Agreement the Convention Center Leases or any other agreement entered into in connection any of the foregoing restricts, impairs, hinders, or modifies any right that any Permitted Lender has in any Bankruptcy Case pursuant to the Project Implementation Agreement or this Section above. Nothing in this Section shall be construed as limiting any Public Entity's right to assign the Project Implementation Agreement in the event any of the Public Entities becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law; provided, in all such cases, its interests in the applicable Convention Center Leases to which it is a party are assigned therewith.

12. Intentionally Omitted.

13. Agreement With Subsequent Administrative Agent. If Administrative Agent so requests, the Public Entities will enter into an agreement containing some or all of the provisions contained herein, as determined to be applicable by the Public Entities and Administrative Agent,

in substantially the same form as this Agreement, with a subsequent administrative agent representing lenders that provide one or more loans to refinance the Loan made by the Lenders.

14. Exculpation. Except as provided in Section 3(d) of Annex I attached hereto with respect to the attempted cure of any non-monetary Event of Default, no Lender Parties (other than the party acquiring the direct interest in the Project Implementation Agreement as provided in Section 3(d) of Annex I attached hereto or the New Developer under a New Agreement, as applicable, in each case, to the extent provided in the Project Implementation Agreement) shall have any personal liability therefor, and each Public Entity hereby expressly waives and releases such liability on behalf of itself and all persons claiming by, through or under such Public Entity. The limitations of liability contained in this Section shall inure to the benefit of the Lender Parties. Notwithstanding any contrary provision herein, in the Project Implementation Agreement or any of the Convention Center Leases, no Lender Party (other than the party acquiring the direct interest in the Project Implementation Agreement as provided in Section 3(d) of Annex I attached hereto or the New Developer under a New Agreement, as applicable, in each case, to the extent provided in the Project Implementation Agreement) shall be liable under any circumstances for any indirect, special, consequential, exemplary or punitive damages in connection with the Project Implementation Agreement, any Convention Center Lease, any New Lease and/or this Agreement, and this provision shall survive any termination of this Agreement. For the purposes hereof, “Lender Parties” means, collectively, Administrative Agent and Lenders, all present and future partners, beneficiaries, officers, directors, trustees, designees, shareholders, agents and employees of Administrative Agent or any Lender, and their respective partners, heirs, successors and assigns. Nothing in this Section shall be construed as limiting Administrative Agent’s right to seek injunctive or declaratory relief under this Agreement, the Project Implementation Agreement or any New Agreement, including the right to seek specific performance of any party’s obligations thereunder.

15. Intentionally Omitted.

16. Successors, Assigns, Etc. Notwithstanding anything to the contrary, Administrative Agent may exercise its rights and interests in and under the Project Implementation Agreement and this Agreement through an affiliate, successor, assignee, designee, nominee or other person or entity, acting in its own name or in Administrative Agent’s name and any such party shall have the same protections, rights and limitations of liability as are provided to Administrative Agent under the Project Implementation Agreement, this Agreement or any document ancillary to either thereof.

17. Further Documents. The Public Entities and Developer will execute and deliver to Administrative Agent such other and further instruments or assurances as Administrative Agent may reasonably request in order to more fully carry out the intents and purposes of this Agreement; provided that, in the case of the Public Entities, all such instruments or assurances shall be consistent in all material respects with the terms of the Resolution, the Project Implementation Agreement and this Agreement, not increase the obligations of the Public Entities under the Project Implementation Agreement or this Agreement or limit or otherwise modify the rights of the Public Entities thereunder or hereunder, and approved as to form and legality by the Public Entities’

respective legal counsel. Notwithstanding the foregoing, the Public Entities reserve the right to take any such instrument or assurances to their respective governing boards for approval.

18. Binding Effect; References to Parties; Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All references to Developer in this Agreement include the Developer specifically named above and all successors and permitted assigns thereof as holders of the interest of the “Developer” under the Project Implementation Agreement. All references to the Public Entities in this Agreement include the Public Entities specifically named above and all successors and permitted assigns thereof as holders of their respective interests in the Project Implementation Agreement and the Convention Center Leases, each as applicable. Except as modified by this Agreement, all of the terms and provisions of the Project Implementation Agreement will remain in full force and effect. In the event of a conflict between the Project Implementation Agreement and this Agreement, the terms and provisions of this Agreement will control.

19. Limitation on Liability. Notwithstanding anything to the contrary in this Agreement, none of the Public Entities shall be liable for any monetary damages of any kind under this Agreement and the only remedies that a Permitted Lender, including, without limitation, Administrative Agent, Lenders, and any of their respective successors or permitted assigns, shall have in enforcing its rights under this Agreement against the Public Entities shall be the right to pursue injunctive relief, declaratory relief and/or specific performance (in each such case, without the requirement of posting any bond or other security). In connection with the foregoing, the Public Entities agree not to assert as a defense in any action by a Permitted Lender for injunctive relief or specific performance, that injunctive relief or specific performance is not an available remedy on the grounds that monetary damages are an adequate remedy. The foregoing shall not be construed as limiting any other defense available to the Public Entities in any such action.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California.

21. Notices. Any notice to or demand upon Administrative Agent, Developer or the Public Entities pursuant to this Agreement will be deemed to have been sufficiently given three (3) Business Days after the date such notice or demand is deposited in the United States mails, registered or certified postage prepaid, return receipt requested or when received if sent by hand or overnight courier service, addressed to the recipient at its address set forth below or at such other address as the recipient may have directed by notice to the other parties in accordance herewith:

Administrative Agent: _____

Developer: _____

Port District:

JEPA:

City:

22. Term. This Agreement shall commence on the Effective Date and shall terminate upon the earliest to occur of (a) the date that Borrower’s obligations under the Loan Documents are indefeasibly paid and performed in full in accordance with the terms thereof, the Security Instrument has been reconveyed and all commitments in respect of the Loan have been terminated; (b) the date upon which the Termination Obligations have been satisfied in accordance with Section 10.6.2.2 of the Ground Lease; and (c) the date upon which the Public Entities and New Developer enter into a New Agreement and the Public Entities have satisfied all of their respective obligations in connection with such New Agreement pursuant to Section 10 of this Agreement.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Public Entities, Developer and Administrative Agent have duly executed and delivered this Agreement as of the date appearing on the first page of this Agreement.

PORT DISTRICT:

By _____
Its _____

JEPA:

By _____

Its _____

CITY:

By _____

Its _____

DEVELOPER:

By _____
Its _____

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

EXHIBIT A
(Attach Copy of Project Implementation Agreement)

EXHIBIT B

(List of Loan Documents)

ANNEX I

FINANCING ENCUMBRANCES

Section 1. Permitted Financing Encumbrances. Developer shall not encumber or hypothecate its interest in and to the Project Implementation Agreement except as set forth in this Annex I. If, under the Ground Lease, Landlord (as defined in the Ground Lease) consents to a Permitted Lender (as defined in the Ground Lease) and to Tenant (as defined in the Ground Lease) encumbering or hypothecating the Ground Lease, Tenant's leasehold interest under the Ground Lease, or the Improvements (as defined in the Ground Lease) thereon, or any part thereof or interest therein or the granting of a security interest in the direct or indirect equity interests in Tenant under the Ground Lease in accordance with the Ground Lease in connection with any Financing Transaction (as defined in the Ground Lease), then the Public Entities shall be deemed to have consented to such Permitted Lender and to Developer encumbering or hypothecating (and Developer may encumber or hypothecate) its right, title and interest in and to the Project Implementation Agreement (such encumbrance or hypothecation being referred to herein as a "Financing Transaction"), and the granting of a security interest in the direct or indirect equity interests in Tenant, respectively, as security for such, or for any transaction that is secured by such, Financing Transaction (as defined in the Ground Lease), pursuant to any mortgage, deed of trust, security agreement, pledge agreement or other similar instrument that is the same as, or in substantially the same form as, the mortgage, deed of trust, security agreement, pledge agreement or other similar instrument to which Landlord consented under the Ground Lease.

Section 2. Certain Definitions. Each mortgage, deed of trust or similar security instrument securing Developer's payment and performance in connection with the Financing Transaction by a Permitted Mortgage Lender that is deemed consented to by the City under the Convention Center Sublease is a "Permitted PIA Financing Encumbrance". Any security agreement, pledge agreement or similar instrument or agreement that creates any security interest in the Mezzanine Interests securing Developer's payment and performance in connection with any Financing Transaction by a Permitted Mezzanine Lender that is deemed consented to by the City under the Convention Center Sublease is a "Permitted Equity Financing Encumbrance" (together with the Permitted PIA Financing Encumbrance, "Permitted Financing Encumbrance"). The term "Permitted Mortgage Lender" means any lender that is deemed approved by the Public Entities pursuant to Section 1 of this Annex I above and that is a party to a Financing Transaction for a Permitted PIA Financing Encumbrance made in accordance with this Agreement. The consent or deemed consent of the Public Entities shall not be required for an assignment or transfer of indebtedness secured by a Permitted Financing Encumbrance, where the terms and conditions of the Permitted Financing Encumbrance are not changed or modified in a manner for which Developer must obtain consent from the Public Entities under Section 7(c) of this Annex I. The term "Permitted Lender" means each Permitted Mortgage Lender and each Permitted Mezzanine Lender, or any one thereof. For the avoidance of doubt, a holder of indebtedness that is secured by any Financing Transaction, but that is not a Permitted Mortgage Lender because it is not a party to a Financing Transaction (i.e., the holder of some or all of the indebtedness that is secured by a Permitted PIA Financing Encumbrance in favor of an agent that holds collateral as security for such indebtedness) need not be approved or deemed approved by City, and may assign or transfer

such indebtedness without consent or approval or deemed consent or deemed approval from any of the Public Entities, but shall not be a Prohibited Person. The term “Equity Collateral Enforcement Action” means any action or proceeding or other exercise of a Permitted Mezzanine Lender's rights and remedies in connection with its security interests in (or from) a [Pledgor] in order to realize upon its equity collateral, including, without limitation, the acceptance of an assignment in lieu of foreclosure for the equity collateral. With respect to any Permitted Equity Financing Encumbrance, (a) the granting of such Permitted Equity Financing Encumbrance shall not be deemed a Change of Control (as defined in the Sublease) of Developer, and (b) any enforcement action and/or the completion of any Equity Collateral Enforcement Action (including, without limitation, the acquisition of all (or substantially all) of the direct or indirect ownership of Developer) or the exercise of voting control over Developer by a Permitted Mezzanine Lender with respect to such equity collateral security interest shall not be deemed a Change of Control of Developer and shall not be prohibited by the Project Implementation Agreement.

Section 3. Rights of Permitted Lenders.

(a) Voluntary Sublease Surrender. So long as a Permitted Financing Encumbrance remains outstanding, no Public Entity will accept the voluntary surrender, cancellation, or termination of the Project Implementation Agreement by Developer before the Term expires, unless the Senior Permitted Mortgage Lender provides prior written consent thereto. Nothing in this Section 3(a) shall impair any Public Entity's right to terminate the Project Implementation Agreement as a result of an Event of Default or by reason of any Public Entity's other rights to terminate the Project Implementation Agreement as set forth in the Project Implementation Agreement, subject to the Permitted Lender's notice and cure rights pursuant to Section 3(b) of this Annex I, if applicable, and the New Agreement rights pursuant to Section 3(b)(iv) of this Annex I, if applicable.

(b) Right to Cure/New Agreement.

(i) Notice of Default. So long as one or more loans secured by a Permitted Financing Encumbrance remain outstanding, the Public Entities hereby agree to give each Permitted Lender with a Permitted Financing Encumbrance that has provided the Public Entities with its address and has requested a copy of the same, a copy of any written notice that the Public Entities give to Developer pursuant to Section 21.1 of the Project Implementation Agreement, at the same time as the Public Entities send such notice to Developer. Such notice shall be deemed delivered to such Permitted Lender(s) in accordance with Section 26.1 of the Project Implementation Agreement, whereupon each Senior Permitted Lender (as defined below) shall have the right, but not the obligation, to cure the default or Event of Default set forth in such notice. The Project Implementation Agreement shall not terminate as a result of an Event of Default if a Senior Permitted Lender cures such Event of Default within: (i) thirty (30) days after the applicable Permitted Lender has received such notice of an Event of Default in the payment of Construction Late Charges; or (ii) subject to the terms of Section 3(b)(ii), the later of: (A) ninety (90) days after the date on which such Permitted Lender has received such notice of any other Event of Default under the Project Implementation Agreement (the “Cure Period Trigger Notice”) or (B) in the case of Senior Permitted Mortgage Lender only, if a Permitted Equity Financing

Encumbrance that has not been released exists when such Senior Permitted Mortgage Lender receives the Cure Period Trigger Notice, sixty (60) days after the date on which Senior Permitted Mortgage Lender has received the Permitted Mezzanine Lender Failure Notice (defined below). Provided such cure is completed within the applicable time frames set forth in this Section 3.2(b), the Public Entities shall accept performance of the terms of the Project Implementation Agreement by any Senior Permitted Lender, or any agent, nominee or designee of any Senior Permitted Lender that a Permitted Lender notifies the Public Entities in writing is performing the cure rights on behalf of and for the Permitted Lender under this Section 3(b)(i) (each, a “Designated Nominee”) as if such cure was performed by Developer, regardless of whether there has been an Event of Default. If there is more than one Permitted Mortgage Lender, then the Public Entities shall only be required to recognize the cure rights of the Permitted Mortgage Lender (whether such cure rights are exercised by such Permitted Mortgage Lender or its Designated Nominee) that has been most recently designated as authorized to exercise cure rights by the Permitted Mortgage Lender with the earliest recorded Permitted PIA Financing Encumbrance that has not been reconveyed (the “Senior Permitted Mortgage Lender”); and if there is more than one Permitted Mezzanine Lender, then the Public Entities shall only be required to recognize the cure rights of the Permitted Mezzanine Lender (whether such cure rights are exercised by such Permitted Mezzanine Lender or its Designated Nominee) that has been most recently designated as authorized to exercise cure rights by the Permitted Mezzanine Lender with the earliest filed Permitted Equity Financing Encumbrance that has not been released (the “Senior Permitted Mezzanine Lender”; and, together with Senior Permitted Mortgage Lender, a “Senior Permitted Lender”). The Public Entities shall accept any such notice from the Senior Permitted Lender without the necessity of further inquiry, and without liability to the Public Entities, Developer or any Permitted Lender, that such Permitted Lender has the right to exercise any cure rights under the Project Implementation Agreement and this Agreement and, in the case of the Senior Permitted Mortgage Lender, enter into a New Agreement as set forth in Section 3.2(b)(iv) of this Annex I. Such a notice from a Senior Permitted Mortgage Lender or the Senior Permitted Mezzanine Lender shall be valid for all purposes until such time as (A) such Senior Permitted Mortgage Lender or the Senior Permitted Mezzanine Lender, as the case may be informs the Public Entities in writing that its notice is no longer valid, (B) in the case of the Senior Permitted Mortgage Lender, Landlord receives a new written notice from the succeeding Permitted Mortgage Lender with the earliest recorded Permitted Financing Encumbrance that is outstanding stating that the prior Permitted Mortgage Lender with the earliest recorded Permitted PIA Financing Encumbrance no longer has an outstanding Permitted PIA Financing Encumbrance as evidenced by a copy of the recorded reconveyance of the Deed of the Trust for such prior Permitted Mortgage Lender; or (C) in the case of the Senior Permitted Mezzanine Lender, the Public Entities receive a new written notice from the succeeding Permitted Mezzanine Lender with the earliest filed Permitted Equity Financing Encumbrance that is outstanding stating that the prior Permitted Mezzanine Lender with the earliest recorded Permitted Equity Financing Encumbrance no longer has an outstanding Permitted Equity Financing Encumbrance as evidenced by a copy of the filed termination of the UCC-1 Financing Statement for such prior Permitted Mezzanine Lender.

(ii) Possession Required. If the default or Event of Default specified in the applicable Cure Period Trigger Notice cannot be cured until the applicable Senior Permitted

Lender has obtained possession of the Facility (or, in the case of a Senior Permitted Mezzanine Lender, control of Tenant) through foreclosure or otherwise, and if a Permitted Lender has delivered to the Public Entities, within ninety (90) days following its receipt of the Cure Period Trigger Notice (or, in the case of a Senior Permitted Mortgage Lender, sixty (60) days after the applicable Permitted Mezzanine Lender Failure Notice (defined below) if a Permitted Equity Financing Encumbrance existed at the time of the applicable Event of Default), such Senior Permitted Lender's written intent (in a form approved by the Public Entities, which approval shall not be unreasonably withheld, conditioned or delayed) to use diligent efforts to cure (or to cause Developer to cure) such Event of Default with due diligence upon obtaining possession of the Facility (or, in the case of a Senior Permitted Mezzanine Lender, control of Tenant) through foreclosure or otherwise, then such Senior Permitted Lender shall have such additional time (but in no event to exceed one hundred and fifty (150) days from the date such Senior Permitted Lender obtains possession of the Facility or control of Developer, as applicable as is reasonably necessary to cure (or to cause Tenant to cure) such default or Event of Default (unless such default or Event of Default arises from Developer's failure to timely Complete, in which case the provisions of Section 7(b) of this Annex I shall govern the cure of such default or Event of Default), but only if such Senior Permitted Lender: (i) unless judicially stayed, commences and prosecutes its judicial or other foreclosure with due diligence, which foreclosure, (I) in the case of a Senior Permitted Mezzanine Lender, shall be completed within ninety (90) days following receipt of the applicable Cure Period Trigger Notice, and (II) in the case of a Senior Permitted Mortgage Lender, shall be completed within the one hundred eighty (180) days following receipt of a Permitted Mezzanine Lender Failure Notice (provided, that if there is no Permitted Equity Financing Encumbrance at the time of the applicable Event of Default, then such 180-day period shall commence upon Senior Permitted Mortgage Lender's receipt of the applicable Cure Period Trigger Notice); and (ii) such Senior Permitted Lender cures, during the period set forth in Section 3(b)(i), all monetary Events of Default and, during the period of said stay and/or foreclosure, continues to pay and perform during said period of stay and/or foreclosure all other monetary obligations of Tenant in a timely manner, including, without limitation, payment of all Construction Late Charges (if applicable) and all other amounts required to be paid by Developer under the Project Implementation Agreement (without duplication of amounts, if any, paid by Developer or Completion Guarantor on account of such monetary Events of Default or other monetary obligations). Notwithstanding anything herein to the contrary, (W) the Public Entities shall promptly deliver to Senior Permitted Mortgage Lender written notice of, based on information that is available to the Public Entities at such time, without the duty of investigation, and without creating a fiduciary obligation to, or subjecting itself to any liability from, any Permitted Mortgage Lender or any Permitted Mezzanine Lender (I) any failure of the Senior Permitted Mezzanine Lender to (A) timely provide notice of its intent to use diligent efforts to cure (or to cause Developer to cure) the applicable Event of Default as required by this Section, (B) cure the applicable Event of Default as required by this Section, or (C) pursue or complete the foreclosure of its Permitted Equity Financing Encumbrance as required by this Section or cure any monetary Event of Default during the pendency thereof, or (II) any election by the Permitted Mezzanine Lender (or by its affiliates or designees) not to Complete in accordance with Section 7(b) of this Annex I (such notice of any of the foregoing described in (I) or (II), with respect to a given Event of Default, a "Permitted Mezzanine Lender Failure Notice"); (X) nothing herein shall prohibit Senior Permitted Mezzanine Lender from

completing the foreclosure of its Permitted Equity Financing Encumbrance following the 90-day period granted above (so long as such proceedings were commenced and diligently pursued during such period) and/or subsequently curing the applicable Event(s) of Default, so long as such cure is effectuated during the 150-day period following the date when the Senior Permitted Mezzanine Lender obtains control of Tenant and, in all events, prior to the consummation of any foreclosure by the Senior Permitted Mortgage Lender within the 180-day period referred to above (it being understood that the Public Entities will accept any cure effectuated during that period); (Y) nothing herein shall require a Senior Permitted Lender who has taken possession of the Premises or, in the case of an Equity Collateral Enforcement Action, control of Developer, to cure any non-monetary default that, by its nature, is not reasonably capable of being cured by the Senior Permitted Lender, or in the case of an Equity Collateral Enforcement Action, Developer, or is a Bankruptcy Event (an “Incurable Default”); and (Z) all of the time periods set forth in this Section 3(b) to cure any non-monetary Event of Default shall be extended one day for each day the applicable Senior Permitted Lender is prevented from exercising its rights or remedies hereunder or curing any applicable Event of Default by reason of any judicial stay or Force Majeure Event. All such Incurable Defaults shall be deemed to be permanently waived following the Senior Permitted Lender’s taking possession of the Premises or, in the case of an Equity Collateral Enforcement Action, control of Developer. All monetary obligations and all non-monetary obligations that are not Incurable Defaults shall still be performed as required under the Project Implementation Agreement, subject, in the case of non-monetary obligations, to the extended cure periods set forth in this Section 3(b). In no event shall nuisance or waste caused by Developer’s failure to construct, operate and maintain the Facilities in accordance with the requirements of the Project Implementation Agreement be an Incurable Default. Each Permitted Lender acknowledges and agrees that it is the sole responsibility of each Permitted Lender to remain apprised of the condition of the Developer and the Facility at all times and the Public Entities shall have no obligation to any Permitted Lender to provide any notice to Permitted Lender regarding the condition of the Developer or the Facility except as expressly set forth in this Annex I and the Project Implementation Agreement. Each Permitted Lender agrees to coordinate in good faith with each other Permitted Lender when executing its respective rights and obligations under this Section 3(b).

(iii) No Termination by Public Entities. The Public Entities shall not terminate the Project Implementation Agreement by reason of an Event of Default if the applicable Public Entity has failed to comply with its obligations under Section 3 of this Annex I or if a Permitted Lender has cured all other Events of Default within the time frames provided in Sections 3(b)(i)(y) and 3(b)(ii) of this Annex I, other than any Incurable Default.

(iv) New Agreement. [***NTD: TO BE REVISED CONSISTENT WITH CORRESPONDING PROVISION OF FINAL GROUND LEASE***] In the event of any termination of the Project Implementation Agreement of which the Public Entities have received written notice by reason of a surrender, cancellation, or termination by Developer, excluding any termination under Sections 5.1(d) or 5.2(b) of the Sublease, or as a result of the rejection or disaffirmance of the Project Implementation Agreement pursuant to bankruptcy law or other Law affecting creditors rights, then the Public Entities shall deliver notice to each Permitted Lender that

the Project Implementation Agreement has been terminated or rejected, as applicable. The notice shall include a statement of all Events of Default, or breaches under the Project Implementation Agreement, that are then known to the Public Entities, without the duty of inquiry; provided that in no event shall such notice prevent or estop the Public Entities from asserting other breaches under the Project Implementation Agreement or Events of Default that become known to the Public Entities after the time the notice is sent to the Permitted Lender. The Permitted Mortgage Lender or any Permitted Mezzanine Lender or SPE Lender Affiliate (defined below) nominated by the first priority Permitted Mortgage Lender (a “New Developer”) shall then have the option, to be exercised within seventy-five (75) days following receipt of such notice of termination or rejection, as applicable, to enter into a new project implementation agreement (“New Agreement”) **[NTD: AS DISCUSSED WITH AM, THIS NEEDS TO BE FIXED HERE, AS WELL AS IN THE SUBLEASE AND GROUND LEASE SUCH THAT NEW VERSION OF ALL THREE AGREEMENTS ARE MADE AVAILABLE TO PRESERVE SINGLE OWNER]** with the Public Entities (the period of time during which any Permitted Lender may require a New Agreement, the “New Lease Period”), in each case, on the following terms and conditions:

(A) The New Agreement shall commence as of the date of the termination or rejection of the Project Implementation Agreement, as applicable, and shall be for the remainder of the Term, and on the terms, covenants, and conditions as the Project Implementation Agreement.

(B) Upon execution of the New Agreement, the New Developer shall pay any and all sums that would at the time of execution thereof be due under the Project Implementation Agreement, but for termination, and shall pay all expenses, costs, attorneys’ fees, court costs, and disbursements incurred by the Public Entities in connection with any default and termination of the Project Implementation Agreement, recovery of possession of the Facility, and the execution, preparation and delivery of the New Agreement.

(C) Upon execution of the New Agreement, the New Developer shall cure all other defaults under the Project Implementation Agreement, which have not yet been cured (other than any Incurable Default), with due diligence in a timely manner in accordance with the cure periods under the Project Implementation Agreement assuming such cure periods commence with the execution of the New Agreement and without additional notice (provided that the Public Entities have already provided such notice of such default to New Developer).

(D) Nothing herein shall be construed to require the Public Entities to deliver possession of the Facility to the New Developer. Upon execution and delivery of the New Agreement, the New Developer may take any and all appropriate actions as may be necessary to remove parties in possession from the Facility. The Public Entities shall not grant any interest or development rights in the Facility during the seventy-five (75) day period set forth in Section 3(b)(iv) of this Annex I.

During such seventy-five (75) day period and thereafter if the Permitted Lender designated to exercise the cure rights under Section 3(b)(i) of this Annex I timely accepts such offer of a New Agreement until the termination or expiration of such New Agreement, the lien of the Permitted

Mortgage Lender shall continue unaffected by the termination of the Project Implementation Agreement. Upon the effectiveness of such New Agreement, any Incurable Defaults under the Project Implementation Agreement shall be deemed to be permanently waived.

Should neither the Permitted Lender designated to exercise the cure rights under Section 3(b)(i) of this Annex I (or any equivalent agreement with any such Permitted Lender) nor its Designated Nominee accept said offer for such New Agreement in writing within said seventy-five (75) day period, or, having so accepted said offer, should it fail promptly to execute the New Agreement or satisfy the requirements of clauses (B) and (C) of this Section above in a timely manner, then the termination of the Project Implementation Agreement shall be effective as to all of the Permitted Lenders and the Permitted Lenders shall have no further rights hereunder.

Furthermore, if the first priority Permitted Mortgage Lender nominates a Permitted Mezzanine Lender or an SPE Lender Affiliate that is affiliated with a Permitted Mezzanine Lender to receive the New Agreement, then the New Developer may, concurrently or promptly after receipt of the New Agreement, enter into a new Financing Transaction with the Permitted Mortgage Lender(s) and any permitted Mezzanine Lender on substantially the same terms as those of the Financing Transaction(s) in place immediately prior to termination of the Project Implementation Agreement (but with modifications, as necessary, to reflect the New Agreement, New Ground Lease and/or a New Sublease [*NTD: THIS NEEDS TO BE FIXED IN THE SUBLEASE*], and the new identity of the New Developer [*NTD: THIS NEEDS TO BE FIXED IN THE SUBLEASE*]) and the Permitted PIA Financing Encumbrance of the first priority Permitted Mortgage Lender shall continue as a lien on the New Developer's interest in and to such New Agreement with the same priority of such Permitted PIA Financing Encumbrance on the Developer's interest in the Project Implementation Agreement. The security interest on the New Agreement granted in connection with such Financing Transaction, and any security interest granted by a Pledgor in connection with any such Financing Transaction will be a Permitted Equity, will be a Permitted PIA Financing Encumbrance. It is the intent of this provision to permit the Permitted Lender(s) that do not receive a New Agreement (but who are in effect senior to the Permitted Lender receiving (or whose SPE Lender Affiliate receives) the New Agreement) to be in the same position in which they would have been had no Project Implementation Agreement termination occurred. The New Developer will provide to the Public Entities notice of any such Financing Transaction, together with copies of documents evidencing such Financing Transaction and redlines against the previously existing documents evidencing the Financing Transaction that is, in effect, being continued.

Section 4. Loan Default. If a Permitted Financing Encumbrance or any loan secured by a Permitted Financing Encumbrance is in default at any time, then the Permitted Lender shall, as provided by Law, have the right, without any Public Entity's prior consent, to perform the following; provided that the Permitted Lender exercises such rights as to the whole of Permitted Lender's interest in the Ground Lease, the Sublease, and the Project Implementation Agreement and/or Developer, as the case may be, and not portions thereof:

(a) In the case of a Permitted Mortgage Lender, accept an Assignment of the Project Implementation Agreement in lieu of foreclosure or, in the case of a Permitted Mezzanine

Lender, accept an assignment of its equity collateral resulting from an Equity Collateral Enforcement Action; or

(b) In the case of a Permitted Mortgage Lender, request that a court of competent jurisdiction appoint a receiver as to any or all of the Facility or cause a foreclosure sale to be held pursuant to either judicial proceedings, power of sale and/or foreclosure proceedings as provided in its Permitted PIA Financing Encumbrance;

(c) In the case of a Permitted Mezzanine Lender, exercise such remedies as may be permitted by its Permitted Equity Financing Encumbrance or applicable Law;

provided, however, that no Assignment or Transfer to the successful bidder (a “Foreclosure Purchaser”) that is neither a Permitted Lender, nor an Affiliate of a Permitted Lender that is a special purpose entity set up and operated by a Permitted Lender specifically to take and hold (directly or indirectly) title to the Facility or the Mezzanine Interests (“SPE Lender Affiliate”) shall be effective without the prior written consent or deemed consent of the Public Entities in accordance with Section 6 of this Annex I below.

Section 5. Assume Project Implementation Agreement Obligations.

Notwithstanding anything in the Project Implementation Agreement to the contrary, (a) in the case of the acquisition of Developer’s interest in and to the Project Implementation Agreement in connection with a Permitted PIA Financing Encumbrance and as an express condition thereto, the Foreclosure Purchaser shall, before or concurrently with such acquisition, agree in writing to be bound by all provisions of, and assume each and every obligation of Developer, under the Project Implementation Agreement, and (b) in the case of an Equity Collateral Enforcement Action and as an express condition thereto, the Foreclosure Purchaser shall, before or concurrently with such Equity Collateral Enforcement Action, cause Developer to reaffirm, in writing, promptly after the Equity Collateral Enforcement Action, its obligations under the Project Implementation Agreement; provided, however, that under no circumstance shall such Permitted Lender or such Foreclosure Purchaser have any liability under the Project Implementation Agreement unless and until it becomes a party thereto. Notwithstanding the foregoing, nothing in this Section shall limit the liability of a Permitted Lender for damage or loss caused by Permitted Lender’s attempt to cure a non-monetary Event of Default. A Permitted Lender that has: (i) acquired Developer’s interest in the Project Implementation Agreement and assumed Developer’s obligations thereunder, or (ii) entered into a New Agreement pursuant to Section 3(b)(iv) of this Annex I shall be released from all obligations under the Project Implementation Agreement first arising after the effective date of the assignment and assumption of such interest under the Project Implementation Agreement to an assignee consented to or deemed consented to by the Public Entities, in accordance with Section 6 of this Annex I.

Section 6. Public Entities’ Deemed Consent to Assignment or Transfer or Bidders.

(a) Deemed Consent to Assignment. The consent of the Public Entities shall not be required for a Transfer to a Foreclosure Purchaser that is a Permitted Lender or an SPE Lender Affiliate. If (x) Landlord under the Ground Lease consents to any of the following in

accordance with the Ground Lease or (y) a referee finds in accordance with the judicial reference procedure set forth in Section 10.4.3 of the Ground Lease that Landlord under the Ground Lease shall have consented to any of the following: (1) an Assignment to a Foreclosure Purchaser that is neither a Permitted Lender, nor an SPE Lender Affiliate, or (2) an Assignment or Sublease (as defined in the Ground Lease) of all or Substantially All of the Premises and the Improvements (each as defined in the Ground Lease)][***NTD: THIS NEEDS TO BE FIXED IN THE SUBLEASE – GROUND LESSOR ONLY CONSENTING RE ASSIGNMENT/SUBLEASE UNDER GROUND LEASE AND CONSENT UNDER THE SUBLEASE SHOULD BE DEEMED GRANTED***] to a Person by a Permitted Lender or an SPE Lender Affiliate should such entity become the Developer by reason of: (i) being the successful bidder upon said foreclosure, (ii) an assignment in lieu of foreclosure, or (iii) a New Lease entered into pursuant to Section 10.3.2(d) of the Ground Lease (each capitalized term in clauses (1) and (2) above shall have the meaning assigned thereto in the Ground Lease), then the Public Entities shall be deemed to have consented to (A) an Assignment of the Sublease and Project Implementation Agreement to such Foreclosure Purchaser or (B) an Assignment of the Sublease and Project Implementation Agreement to the Person described in clause (2) by a Permitted Lender or an SPE Lender Affiliate.

(b) Cancellation; Surrender; Modification; Amendment. There shall be no voluntary cancellation, surrender (which term shall be deemed to include rejection by any Public Entity of the Project Implementation Agreement in a Bankruptcy Case in which any Public Entity is a debtor) or modification of the Project Implementation Agreement that is binding on any Permitted Lender (other than correction of scrivener's errors), without the prior written consent of each Permitted Lender (but nothing herein shall prevent the Public Entities or Developer from terminating the Project Implementation Agreement pursuant to the express terms hereof, subject, however, to the rights of the Permitted Lender designated to exercise the cure rights to obtain a New Agreement in accordance with Section 3(b)(iv) of this Annex I). So long as a Permitted Financing Encumbrance remains outstanding, none of the Public Entities shall grant consent or be deemed to consent to any voluntary cancellation, surrender, amendment or modification of the Project Implementation Agreement that is not consented to in writing by each Permitted Lender with an outstanding Permitted PIA Financing Encumbrance of which the Public Entities have received notice.

(c) Deemed Consent to Potential Bidders. No consent or deemed consent shall be required from any of the Public Entities for a Transfer of the Project Implementation Agreement to a Foreclosure Purchaser that is a Permitted Lender or an SPE Lender Affiliate. If Landlord under the Ground Lease consents to an Equity Collateral Enforcement Action (as defined in the Ground Lease) that is a foreclosure on the Mezzanine Interests (as defined in the Ground Lease) in accordance with the Ground Lease, then the Public Entities shall be deemed to have consented to an Equity Collateral Enforcement Action that is a foreclosure on the Mezzanine Interest.

Section 7. Miscellaneous.

(a) Estoppel Statements. Upon not less than fifteen (15) Business Days' notice by Developer, the Public Entities shall execute, acknowledge and deliver to Developer, or if requested by Developer in writing, any Permitted Lender or prospective qualified Permitted

Lender, as applicable, an estoppel statement in substantially the form of Section 4 of this Agreement.

(b) Completion of the Convention Center. If any Foreclosure Purchaser acquires the sub-subleasehold interest under the Sublease (or the equity interests in Tenant) before the date when the Convention Center Improvements are Completed, such Foreclosure Purchaser shall make an election within sixty (60) days of such acquisition (the “Election Period”) either to (1) Complete the Tenant’s Initial Project Improvements and the Convention Center Improvements in accordance with the Ground Lease, the Sublease and the Project Implementation Agreement and assume (or, in the case of a Foreclosure Purchaser acquiring the equity interests in Tenant through a Permitted Equity Financing Encumbrance, cause Tenant to reaffirm) the obligations of Tenant under the Ground Lease, the Sublease and the Project Implementation Agreement; or (2) not Complete the Tenant’s Initial Project Improvements and the Convention Center Improvements in accordance with the Ground Lease, the Sublease and the Project Implementation Agreement, in which case under this subsection (2) if: (A) such Foreclosure Purchaser acquired its interest pursuant to a Permitted Equity Financing Encumbrance, then all of such Foreclosure Purchaser’s cure periods under the Sublease and the Project Implementation Agreement shall terminate and the [Senior Permitted Mortgage Lender] may exercise any rights to cure it may have under Section 3(b) of this Annex I above, or (B) such Foreclosure Purchaser acquired its interest pursuant to a Permitted PIA Financing Encumbrance, then such Foreclosure Purchaser shall satisfy the Termination Obligations (as defined below). The Foreclosure Purchaser’s failure to timely provide notice to the Public Entities of the Foreclosure Purchaser’s election shall be deemed an election by the Foreclosure Purchaser to Complete the Tenant’s Initial Project Improvements and the Convention Center Improvements in accordance with the Ground Lease, the Sublease and the Project Implementation Agreement and assume (or reaffirm, as the case may be) the obligations of Tenant under the Ground Lease, the Sublease and the Project Implementation Agreement.

(i) **Election to Complete the Tenant’s Initial Project Improvements.** If the Foreclosure Purchaser elects to Complete the Tenant’s Initial Project Improvements and the Convention Center Improvements pursuant to the preceding paragraph, then such Foreclosure Purchaser shall include with its election notice to the Public Entities a Completion Timetable (as defined in the Ground Lease). Section 10.6.2.1 of the Ground Lease shall govern all aspects of the Completion Timetable for the purposes of the Sublease and the Project Implementation Agreement, including, without limitation, the delivery, review and approval of the Completion Timeline, any failure to deliver the Completion Timeline, any failure of the Port District and the Foreclosure Purchaser to agree upon the Completion Timeline. The Completion Timetable and the New Outside Completion Date, each as determined pursuant to Section 10.6.2.1 of the Ground Lease, shall apply for all purposes under the Sublease and Project Implementation Agreement, and once determined, the applicable Foreclosure Purchaser shall commence and thereafter diligently pursue Completion of the Tenant’s Initial Project Improvements and the Convention Center in accordance with such Completion Timetable (which shall govern and control notwithstanding anything to the contrary in the Sublease or Project Implementation Agreement).

(ii) **Election Not to Complete the Tenant's Initial Project Improvements.** If the Foreclosure Purchaser elects not to Complete pursuant to the first paragraph of this Section 7(b) (provided, however, that if such Foreclosure Purchaser acquired the equity interests in Developer through a Permitted Equity Financing Encumbrance, then this Section 7(b)(ii) shall only apply to its election not to Complete if: (i) Senior Permitted Mortgage Lender has received a Cure Period Trigger Notice relating to the applicable Event of Default, and (ii) following delivery of such Cure Period Trigger Notice, Senior Permitted Mortgage Lender thereafter either does not timely provide notice of its intent to foreclose in accordance with Section 3.2(b) of this Annex I), then such Foreclosure Purchaser shall perform the following obligations (collectively, the "**Termination Obligations**") within fifteen (15) Business Days of delivering its election not to Complete:

(A) Cause to be recorded and filed in the appropriate official records reconveyances and releases of any remaining liens held by such Foreclosure Purchaser (or any affiliated Permitted Mortgage Lenders) with respect to the Facility;

(B) Execute and deliver to the Public Entities a termination of the Sublease and Project Implementation Agreement in form and substance reasonably satisfactory to the Public Entities and such Foreclosure Purchaser, which termination shall include a release by such Foreclosure Purchaser of the Public Entities of any and all claims against the Public Entities;

(C) Assign to the Public Entities, without representation or recourse (other than a representation that such Foreclosure Purchaser has not previously assigned such rights) any rights that such Foreclosure Purchaser may have in the Facility and any contracts relating to the development, construction and operation of the Facility;

(D) Execute, deliver and cause to be recorded in the Office of the Recorder of San Diego County, a quitclaim deed and such other documents as are necessary or otherwise reasonably requested by the Public Entities to convey to the Public Entities, as applicable, all of such Foreclosure Purchaser's interest in the Facility and terminate, of record, all encumbrances on title to the Convention Center Improvements, and Tenant's sub-subleasehold interest created by the Sublease or created by Foreclosure Purchaser;

(E) Take such other actions and execute such other documents as the Public Entities may reasonably request to fully evidence the termination of the Sublease and the Project Implementation Agreement; and

(F) Deliver possession of the Facility to the Public Entities.

Upon satisfaction of the Termination Obligations, the Sublease and Project Implementation Agreement shall terminate and the Foreclosure Purchaser shall be relieved from any further liability under the Sublease and Project Implementation Agreement except for (A) obligations and liabilities first accruing or arising under the Sublease and Project Implementation Agreement from and after the date such Foreclosure Purchaser acquired its interest under the Sublease and Project Implementation Agreement, but on or prior to the date of such termination, and (B) obligations and liabilities that are otherwise required to be performed pursuant to this Section 7(b)

in connection with such termination or surrender of the Sublease and Project Implementation Agreement. Notwithstanding anything to the contrary in the Sublease and Project Implementation Agreement, any Foreclosure Purchaser's failure to comply with this Section 7(b)(ii) shall constitute an Event of Default under the Sublease and Project Implementation agreement, and upon such Event of Default, the Public Entities, as applicable, may proceed to terminate the Sublease and Project Implementation Agreement pursuant to the terms thereof.

(c) Amendments and Modifications to Loan Documents. Notwithstanding anything to the contrary herein, Developer and Permitted Lender shall have the right to make any amendment or modification to any of the Loan Documents without any Public Entity's consent under the Project Implementation Agreement so long as the requirements of Section 9.6(c) of the Sublease are satisfied as and to the extent required in connection therewith. Notwithstanding the foregoing, no consent from any Public Entity shall be required for any protective advances made by a Permitted Lender under and in compliance with the applicable Loan Documents.

TRUSTEE ACKNOWLEDGEMENT AND AGREEMENT

TRUSTEE, AS A THIRD PARTY BENEFICIARY OF CERTAIN PROVISIONS OF THE CONVENTION CENTER LEASES AND HOLDER OF THE ASSIGNED RIGHTS (AS DEFINED IN THE AUTHORITY INDENTURE), ACKNOWLEDGES AND CONSENTS TO THE FOREGOING AGREEMENT AND CONFIRMS THAT ITS RIGHTS TO ENFORCE ANY OF THE CONVENTION CENTER LEASES OR ANY RIGHTS OR REMEDIES ON ACCOUNT OF THE ASSIGNED RIGHTS AGAINST THE DEVELOPER (AS DEFINED IN THE PROJECT IMPLEMENTATION AGREEMENT), RIDA (AS DEFINED IN THE SUBLEASE) OR THE FACILITY (AS DEFINED IN THE PROJECT IMPLEMENTATION AGREEMENT) (AS OPPOSED TO ANY RIGHTS OR REMEDIES IT MAY HAVE AGAINST THE PUBLIC ENTITIES) ARE SUBJECT TO THE NOTICE AND CURE RIGHTS GRANTED TO THE PERMITTED LENDERS IN THE PROJECT IMPLEMENTATION AGREEMENT, THE SUBLEASE, THE FOREGOING AGREEMENT, AND THE MORTGAGEE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE, DATED AS OF THE DATE HEREOF, ENTERED INTO WITH RESPECT TO THE SUBLEASE, AND TRUSTEE SHALL NOT ENFORCE ANY PROVISION OF THE PROJECT IMPLEMENTATION AGREEMENT, THE CONVENTION CENTER LEASES OR ANY OF THE ASSIGNED RIGHTS AGAINST THE DEVELOPER (AS DEFINED IN THE PROJECT IMPLEMENTATION AGREEMENT), RIDA (AS DEFINED IN THE SUBLEASE) OR THE FACILITY (AS DEFINED IN THE PROJECT IMPLEMENTATION AGREEMENT) UNLESS AND UNTIL ALL SUCH NOTICE AND CURE PERIODS OF THE PERMITTED LENDERS HAVE EXPIRED AND THE UNDERLYING BREACH OR EVENT OF DEFAULT (OTHER THAN ANY INCURABLE DEFAULT), AS APPLICABLE, REMAINS UNCURED. THE FOREGOING AGREEMENT SHALL BE BINDING UPON TRUSTEE AND ITS SUCCESSORS AND ASSIGNS.

TRUSTEE:

By _____
Its _____

MORTGAGEE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE
(Sublease)

THIS MORTGAGEE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE (this "Agreement") is entered into as of the ____ day of _____, 20__ (the "Effective Date") by and among RIDA CHULA VISTA, LLC, a Delaware limited liability company ("Tenant"), the CITY OF CHULA VISTA, a charter city of the State of California duly organized and existing under and by virtue of the Constitution and laws of the State of California ("Landlord"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for itself and the lenders from time to time party to the Loan Agreement (defined below) (in such capacity, together with its successors and assigns, "Administrative Agent").

RECITALS

A. Landlord is the owner of the leasehold interest created by the Facility Lease affecting the real property legally described on Exhibit A (the "Property").

B. Landlord is the sub-lessor and Tenant is the sub-lessee under that certain Sublease Agreement, dated [_____] , a memorandum of which was recorded [_____] in the records of San Diego County, California, under recording no. [_____] (as the same may be modified, supplemented, extended, restated or replaced, the "Sublease"). Each capitalized term used but not defined herein shall have the meaning given to such term in the Sublease.

C. Pursuant to that certain [Building Loan Agreement], dated [_____] (as the same may be modified, supplemented, extended or restated, the "Loan Agreement"), by and among Tenant, as borrower, Administrative Agent and the lenders from time to time parties thereto (together with their respective successors and assigns as their interests may appear, "Lenders"), Lenders expect to make a construction loan to Tenant in the maximum principal amount of \$ _____ (the "Loan"), which Loan is to be secured by, among other things, Tenant's interest in the Property, the Sublease, the Ground Lease, the Convention Center, the Resort Hotel and the Project Implementation Agreement.

D. Pursuant to that certain Mezzanine Loan Agreement, dated [_____] (as the same may be modified, supplemented, extended or restated, the "Mezzanine Loan Agreement"), by and among GPR MEZZ, LLC, a Delaware limited liability company ("Mezzanine Borrower"), as borrower, and MARRIOTT INTERNATIONAL CAPITAL CORPORATION, a Delaware corporation (together with its successors and assigns as their interests may appear, "Mezzanine Lender"), as lender, Mezzanine Lender expects to make a loan to Mezzanine Borrower in the maximum principal amount of \$90,000,000 (the "Mezzanine Loan"), which Mezzanine Loan is to be secured by, among other things, Mezzanine Borrower's indirect ownership interest in Tenant. The Mezzanine Loan Agreement and the other documents entered into in connection with the Mezzanine Loan from time to time (as the same may be modified, supplemented, extended or restated), are referred to herein as the "Mezzanine Loan Documents".

E. Administrative Agent and Lenders would not enter into the Loan Agreement and the Lenders would not make the Loan without this Agreement.

NOW, THEREFORE, in consideration of Administrative Agent and Lenders entering into the Loan Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree for the benefit of Administrative Agent and Lenders as follows:

AGREEMENT

1. Consent to Security Instrument and Pledge. Landlord understands and acknowledges that Tenant's interest in the Property and the Sublease will be encumbered by the lien of a [Construction Deed of Trust, With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing] for the benefit of Administrative Agent and the Lenders (as applicable, and as the same may be modified, supplemented, extended, restated or replaced, the "Security Instrument"). Pursuant to Resolution [] (the "Resolution"), the Port consented, upon the conditions set forth therein, to the encumbrance of Tenant's leasehold estate, in connection with the Loan by the lien of the Security Instrument. The Security Instrument will secure the payment of the Loan as described in the Security Instrument and all other obligations of Tenant under the other documents entered into in connection with the Loan are set forth on Exhibit C attached hereto (as the same may be modified, supplemented, extended or restated, the "Loan Documents"). Pursuant to the Resolution, the Port consented, upon the conditions set forth therein, to the encumbrance of the ownership interest in Tenant by the lien of a [Pledge and Security Agreement], granted by Mezzanine Borrower for the benefit of Mezzanine Lender (as applicable, and as the same may be modified, supplemented, extended, restated or replaced, the "Pledge Agreement"). Tenant hereby represents and warrants to the Landlord, the Administrative Agent and Lenders that Tenant has satisfied the conditions of the Resolution and that each of the Permitted Lease Financing Encumbrance and Permitted Equity Financing Encumbrance comply with all of the conditions of the Resolution, in each such case, applicable thereto. Based on the foregoing representations and warranties, Landlord hereby acknowledges and agrees that the Security Instrument constitutes a Permitted Lease Financing Encumbrance for all purposes under the Sublease, and that the Pledge Agreement constitutes a Permitted Equity Financing Encumbrance for all purposes under the Sublease.

2. Permitted Lenders. Each Lender constitutes a Permitted Mortgage Lender for all purposes under the Sublease; provided, however, that for purposes of Section 9.3(b) and 9.6(b) of the Sublease, the Lenders must exercise their rights collectively, acting through Administrative Agent (e.g., each Lender is not entitled to its own opportunity to cure an Event of Default under the Sublease). Administrative Agent hereby informs the Landlord that it is the Designated Nominee of the Lenders and Landlord acknowledges and agrees that Administrative Agent shall be treated for all intents and purposes as the Senior Permitted Lender and the Senior Permitted Mortgage Lender under the Sublease. Administrative Agent has provided Landlord with its address for notice in Section 20 below hereof and hereby requests written notice of each notice of each Event of Default given to Tenant as required by Section 9.3(b) of the Sublease. Landlord shall not be required to provide notice to any other Lenders. As such, Administrative Agent is

entitled to all rights of the Senior Permitted Lender and Senior Permitted Mortgage Lender under the Sublease, including, without limitation, Article 9 thereof. Mezzanine Lender constitutes a Senior Permitted Mezzanine Lender for all purposes under the Sublease.

3. Estoppel. Landlord and Tenant represent and warrant to Administrative Agent and Lenders as of the Effective Date that:

3.1 The Sublease is currently in full force and effect and has not been modified in whole or in part.

3.2 The Sublease is for a term of thirty-seven (37) years, commencing [] and ending [].

3.3 Tenant is not, to the actual knowledge of Landlord (without any duty of investigation or inquiry), in default or in breach under the provisions of the Sublease.

3.4 Except for the Security Instrument and the Authority's assignment of Lease Payments under the Facility Lease to the Trustee, Landlord has no actual knowledge (without any duty of investigation or inquiry) of any other assignment or hypothecation of said leasehold estate, or any pledge or assignment of rents with respect to the Site.

3.5 The Convention Center Plans approved by Landlord as and to the extent required by the Sublease are described on Exhibit F of the Project Implementation Agreement.

4. Ownership and Mortgaging of Fee Interest in Property. As of the date hereof, Landlord holds a leasehold interest in the Site pursuant to the Facility Lease and has not transferred its leasehold interest in the Site (except to the Developer pursuant to the Sublease and the assignment of the [2022 Assigned Rights and]¹ the Assigned Rights under the Facility Lease to the Trustee) or its interest as Landlord under the Sublease. Landlord has not authorized or consented (or been deemed to have consented to) to the recordation of any deed of trust, mortgage or other foreclosable lien on Landlord's leasehold interest in the Site.

5. Intentionally Omitted.

6. Self-Help Remedies. Landlord agrees that the self-help and payment rights granted to Landlord in Sections 6.8, 6.11(e) (other than with respect to any lien encumbering the fee interest in the Site), and 8.2(c) of the Sublease shall not be exercised until all applicable notice and cure periods (including, without limitation, those rights and remedies granted to Permitted Lenders under Article 9 of the Sublease) have expired without the cure of the underlying Event of Default or breach giving rise to such self-help rights, except, solely with respect to Landlord's rights under Section 8.2(c) of the Sublease and during the existence of an Event of Default, to the extent (i)

¹ **NTD: NEED UPDATED INDENTURE DEFINING "2022 ASSIGNED RIGHTS".**

required to prevent imminent harm to health and human safety or (ii) required to prevent imminent and material damage to property.

7. **Survival of Site Lease and Facility Lease.** The Administrative Agent hereby acknowledges and agrees that in no event shall any enforcement action by the Administrative Agent (or any SPE Lender Affiliate designated by Administrative Agent to act on behalf of Administrative Agent and the Lenders in accordance with Section 9.3(b) of the Sublease) pursuant to the Security Instrument with regard to the Tenant's interest in the Property or the Sublease result in the termination of the Site Lease or the Facility Lease, and further acknowledges and agrees that any right, title or interest of any Foreclosure Purchaser under the Sublease shall be subject to the terms and provisions of the Site Lease and the Facility Lease, in each such case, to the extent in effect at the time of such enforcement action pursuant to the Security Instrument.

8. **Deferred Development Impact Fees.** The Landlord and Tenant are parties to that certain Agreement for Deferral of Development Impact and Sewer Capacity Fees, entered into as of [_____, 2022] (as the same may be modified, supplemented or restated subject to the terms of this Agreement, the "Deferral Agreement"). The Landlord acknowledges that the interest of Tenant in the Deferral Agreement has been collateral assigned to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Instrument. Landlord and Tenant agree not to modify, supplement, restate, cancel or terminate the Deferral Agreement (or the Fee Promissory Note or Payment Guaranty delivered in connection therewith) unless the Tenant first obtains the prior written consent of Administrative Agent. Landlord agrees, in the same manner afforded to Permitted Lenders under Article IX of the Sublease (as modified by this Agreement) and Article X of the Ground Lease (as modified by the Mortgagee Protection Agreement and Estoppel Certificate, dated as of the date here, in favor of Administrative Agent and Lenders, with respect thereto), (a) to provide such Permitted Lenders notice of and opportunity to cure the Tenant's breach under the Deferral Agreement and to standstill and not exercise any rights or remedies with respect to Tenant in connection with the Deferral Agreement until such notice and cure periods have expired without cure of the underlying default, (b) to allow such Permitted Lenders or SPE Lender Affiliates or Foreclosure Purchaser to assign and reassign all of the Tenant's rights in and to the Deferral Agreement, and (c) to enter into a new agreement with the New Tenant on the terms and conditions set forth in the Deferral Agreement in connection with a New Lease pursuant to Section 10.3.2 of the Ground Lease or a New Sublease pursuant to Section 9.3(b) of the Sublease. Further, Landlord agrees that following a Transfer to a Foreclosure Purchaser that is a Permitted Lender or an SPE Lender Affiliate, Landlord shall have exhausted its rights and remedies under the Payment Guaranty delivered in connection with the Deferral Agreement before pursuing any claims under the Deferral Agreement against any New Tenant.

9. **New Lease.** Landlord acknowledges and agrees that the rights of Administrative Agent (or a SPE Lender Affiliate designated by Administrative Agent to act on behalf of Administrative Agent and the Lenders in accordance with Section 9.3(b) of the Sublease) as a Permitted Lender under Section 9.3(b)(iv) of the Sublease shall and are expressly intended to survive any surrender, cancellation or termination of the Sublease by Tenant, or any rejection or disaffirmance thereof pursuant to bankruptcy law or other Law affecting creditors' rights, or as the result of any other termination of the Sublease for any reason whatsoever in manner described in

Section 9.3(b)(iv), other than as a direct result of Administrative Agent's election not to Complete pursuant to Section 7(b)(ii) of Annex I of the Mortgagee Protection Agreement and Estoppel Certificate, dated as of the date hereof, entered into by the parties hereto, with respect to the Project Implementation Agreement, as the same may be modified, supplemented, extended, restated or replaced. If Administrative Agent (or a SPE Lender Affiliate designated by Administrative Agent to act on behalf of Administrative Agent and the Lenders in accordance with Section 9.3(b) of the Sublease) (as applicable, for the purposes of this Agreement, the "**New Tenant**") enters into a New Sublease with Landlord in accordance with Section 9.3(b)(iv) of the Sublease, then:

9.1 New Tenant will be permitted to assign the New Sublease subject to the deemed consent conditions set forth in Section 9.4(a) of the Sublease.

9.2 From the date the Sublease terminates until the date the New Sublease becomes effective: (i) New Tenant will be entitled to all net income of the Property (i.e., following payment of operating expenses of the Site and any outstanding amounts due under the existing Sublease); and (ii) Landlord will not, without New Tenant's prior written consent, terminate any lease or sublease to a space tenant of any of the Property or enter into any lease affecting any of the Property. When the parties enter into such New Lease, Landlord will reasonably, and without any material out-of-pocket cost or expense to Landlord, cooperate with New Tenant to transfer to New Tenant all leases and subleases to space tenants of the Property or any portion thereof (including any security deposits received by Landlord) to which Landlord is a party and all service contracts (to the extent assignable without payment of any fee or for which the applicable fee has been paid on Landlord's behalf by New Tenant) to which Landlord is a party related to the operation of the Property. Landlord will cause any holder of a deed of trust, mortgage or other lien on Landlord's fee interest in the Property to subordinate the same to such New Lease.

9.3 Tenant will have no right, title, interest or estate in or to such New Sublease, the leasehold estate created by such New Sublease, or any other interest of New Tenant in the Property.

9.4 If any representations and warranties are required to be made by New Tenant pursuant to such New Lease that correspond to the representations and warranties set forth in Sections 2.1 and 6.15(c), of the Sublease, the same shall be reasonably revised as necessary to reflect the facts applicable to New Tenant and New Tenant shall not be required to make representations and warranties pursuant to such New Lease that correspond to the representations and warranties set forth in the first sentence of Section 6.1 of the Sublease.

10. Bankruptcy of Tenant or Landlord.

10.1 Notwithstanding anything to the contrary, if Tenant becomes a debtor in a proceeding under the United States Bankruptcy Code (11 U.S.C. § 101, et seq., as amended, and any successor statute) (the "**Bankruptcy Code**"), or any successor or similar statute or law, and the Sublease is rejected in such case or if any court or other authority of competent jurisdiction finally determines that the Sublease has been terminated, Landlord

shall promptly enter into a New Lease with the Administrative Agent or its designee as provided in Section 9.3(b)(iv) of the Sublease. The agreements between Landlord and Administrative Agent contained in this Agreement and Article 9 of the Sublease (and the other provisions thereof of which Permitted Lenders are third party beneficiaries) are for the benefit of Administrative Agent and are independent of any agreements with Tenant contained in this Agreement or in the Sublease. If Tenant rejects, or attempts to reject, this Agreement or the Sublease under Section 365 of the Bankruptcy Code, or any similar or successor statute, or any rejection occurs thereunder for any reason, such rejection will have no effect on Administrative Agent's rights as to Landlord under this Agreement or such sections of the Sublease, which rights will remain in full force and effect. Tenant further agrees that it shall not assume or assume and assign the Sublease in such a proceeding for Tenant without the prior written consent of Administrative Agent. Landlord agrees that it shall not consent to Tenant's assumption or assumption and assignment of the Sublease in any such proceeding (whether pursuant to Section 8.3(b) of the Sublease or otherwise) for Tenant without the prior written consent of Administrative Agent.

10.2 If Landlord becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law, Tenant shall not make any election or exercise any rights under Section 365 of the Bankruptcy Code or any successor or similar statute, including, without limitation, any election to treat the Sublease as terminated in the event that the Sublease is rejected or consent to the assumption and assignment of the Sublease, without the prior written consent of Administrative Agent. Landlord and Tenant agree that no consent or stipulation by Tenant with respect to the Sublease or the Property in any such proceeding for Landlord will be effective unless Administrative Agent joins therein in writing.

10.3 Nothing in the Sublease or any other agreement entered into in connection therewith restricts, impairs, hinders, or modifies any right that any Permitted Lender has in any Bankruptcy Case pursuant to the Sublease or this Section above. Nothing in this Section 9 shall be construed as limiting Landlord's right to assign the Sublease in the event Landlord becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law; provided, in all such cases, the Project Implementation Agreement is assigned therewith.

10.4 The City covenants that if JEPA as a debtor in a Bankruptcy Case rejects the Facility Lease pursuant to Section 365 of the Bankruptcy Code, then the City will exercise its rights under 11 U.S.C. § 365(h) to stay in possession of the Facility.

11. No Casualty and Condemnation. As of the date hereof, Landlord has not received any written notice of any pending or threatened eminent domain proceedings that involve the Property. So long as the Loan remains outstanding Landlord and Tenant agree not to cancel or terminate the Sublease as a result of damage to or destruction of any improvements on the Property unless the Tenant first obtains the prior written consent of Administrative Agent.

12. Agreement With Subsequent Administrative Agent. If Administrative Agent so requests, Landlord will enter into an agreement containing some or all of the provisions contained

herein, as determined to be applicable by the Landlord and Administrative Agent, in substantially the same form as this Agreement, with a subsequent administrative agent representing lenders that provide one or more loans to refinance the Loan made by the Lenders.

13. Exculpation. . Except as provided in Section 9.3(d) of the Sublease with respect to the attempted cure of any non-monetary Event of Default, no Lender Parties (other than the party acquiring the direct interest in the Sublease as provided in Section 9.3.(d) of the Sublease or the New Tenant under a New Lease, as applicable) shall have any personal liability therefor, and Landlord hereby expressly waives and releases such liability on behalf of itself and all persons claiming by, through or under Landlord. The limitations of liability contained in this Section shall inure to the benefit of the Lender Parties. Notwithstanding any contrary provision herein or in the Sublease, no Lender Party (other than the party acquiring the direct interest in the Sublease as provided in Section 9.3.(d) of the Sublease or the New Tenant under a New Lease, as applicable, in each case, to the extent provided in the Sublease) shall be liable under any circumstances for any indirect, special, consequential, exemplary or punitive damages in connection with the Sublease, any New Lease and/or this Agreement, and this provision shall survive any termination of this Agreement. For the purposes hereof, "Lender Parties" means, collectively, Administrative Agent and Lenders, all present and future partners, beneficiaries, officers, directors, trustees, designees, shareholders, agents and employees of Administrative Agent or any Lender, and their respective partners, heirs, successors and assigns. Nothing in this Section 13 shall be construed as limiting Administrative Agent's right to seek injunctive or declaratory relief under this Agreement, the Sublease or any New Sublease, including the right to seek specific performance of any party's obligations thereunder.

14. No Merger. No merger shall occur by reason of any acquisition by Landlord, Tenant or any other person or entity of any additional right, title, interest or estate in or to the property leased under the Sublease or any component thereof. Without limiting the generality of the foregoing, unless Administrative Agent otherwise expressly consents in writing, which consent may be withheld by Administrative Agent in its sole discretion, the leasehold estate under the Sublease and any other interest or estate in such property shall not merge but shall always remain separate and distinct, notwithstanding any common ownership of the leasehold estate and any other interest or estate.

15. Successors, Assigns, Etc. Notwithstanding anything to the contrary, Administrative Agent may exercise its rights and interests in and under the Sublease and this Agreement through an affiliate, successor, assignee, designee, nominee or other person or entity, acting in its own name or in Administrative Agent's name and any such party shall have the same protections, rights and limitations of liability as are provided to Administrative Agent under the Sublease, this Agreement or any document ancillary to either thereof.

16. Further Documents. Landlord and Tenant will execute and deliver to Administrative Agent such other and further instruments or assurances as Administrative Agent may reasonably request in order to more fully carry out the intents and purposes of this Agreement; provided that, in the case of the Landlord, all such instruments or assurances shall be consistent in all material respects with the terms of the Resolution, the Sublease and this Agreement, not

Landlord:

21. Term. This Agreement shall commence on the Effective Date and shall terminate upon the earliest to occur of (a) the date that Borrower’s obligations under the Loan Documents are indefeasibly paid and performed in full in accordance with the terms thereof, the Security Instrument has been reconveyed and all commitments in respect of the Loan have been terminated; (b) the date upon which the Termination Obligations have been satisfied in accordance with Section 10.6.2.2 of the Ground Lease; and (c) the date upon which Landlord and New Tenant enter into a New Sublease and Landlord has satisfied all of its obligations in connection with such New Sublease pursuant to Section 9 of this Agreement.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, Landlord, Tenant and Administrative Agent have duly executed and delivered this Agreement as of the date appearing on the first page of this Agreement.

LANDLORD:

By _____
Its _____

TENANT:

By _____
Its _____

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

THIRD PARTY BENEFICIARIES ACKNOWLEDGEMENT AND CONSENT

THE JEPAs AND THE PORT, AS THIRD PARTY BENEFICIARIES OF THE SUBLEASE AS AND TO THE EXTENT PROVIDED IN SECTION 11.8 THEREOF, EACH, FOR ITSELF, ACKNOWLEDGES AND CONSENTS TO THE FOREGOING AGREEMENT AND CONFIRMS THAT IT'S RIGHTS TO ENFORCE ANY OF THE SUBLEASE THIRD PARTY BENEFICIARY PROVISIONS ARE SUBJECT TO THE NOTICE AND CURE RIGHTS GRANTED IN THE SUBLEASE AND IN THE FOREGOING AGREEMENT, AND NEITHER THE JEPAs NOR THE PORT SHALL ENFORCE ANY PROVISION OF THE SUBLEASE UNLESS AND UNTIL ALL SUCH NOTICE AND CURE PERIODS OF THE PERMITTED LENDERS HAVE EXPIRED AND THE UNDERLYING BREACH OR EVENT OF DEFAULT (OTHER THAN ANY INCURABLE DEFAULT), AS APPLICABLE, REMAINS UNCURED.

JEPAs:

By _____
Its _____

PORT:

By _____
Its _____

EXHIBIT A
(Legal Description)

EXHIBIT B
(Attach Copy of Sublease)

EXHIBIT C

(List of Loan Documents)

NAI-1529708798v4

MORTGAGEE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE
(Ground Lease)

THIS MORTGAGEE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE (this "Agreement") is entered into as of the ____ day of _____, 20__ (the "Effective Date"), by and among RIDA CHULA VISTA, LLC, a Delaware limited liability company ("Tenant"), the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("Landlord"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for itself and the lenders from time to time party to the Loan Agreement (defined below) (in such capacity, together with its successors and assigns, "Administrative Agent").

RECITALS

A. Landlord holds in trust the real property legally described on Exhibit A (the "Property").

B. Landlord is the lessor and Tenant is the lessee under that certain Lease, dated [_____] a memorandum of which was recorded [_____] in the records of San Diego County, California, under recording no. [_____] (as the same may be modified, supplemented, extended, restated or replaced, the "Ground Lease"). Each capitalized term used but not defined herein shall have the meaning given to such term in the Ground Lease.

C. Pursuant to that certain [Building Loan Agreement], dated [_____] (as the same may be modified, supplemented, extended or restated, the "Loan Agreement"), by and among Tenant, as borrower, Administrative Agent and the lenders from time to time parties thereto (together with their respective successors and assigns as their interests may appear, "Lenders"), Lenders expect to make a construction loan to Tenant in the maximum principal amount of \$_____ (the "Loan"), which Loan is to be secured by, among other things, Tenant's interest in the Property, the Ground Lease, the Convention Center, the Convention Center Sublease and the Project Implementation Agreement.

D. Pursuant to that certain Mezzanine Loan Agreement, dated [_____] (as the same may be modified, supplemented, extended or restated, the "Mezzanine Loan Agreement"), by and among GPR MEZZ, LLC, a Delaware limited liability company ("Mezzanine Borrower"), as borrower, and MARRIOTT INTERNATIONAL CAPITAL CORPORATION, a Delaware corporation (together with its successors and assigns as their interests may appear, "Mezzanine Lender"), as lender, Mezzanine Lender expects to make a loan to Mezzanine Borrower in the maximum principal amount of \$90,000,000 (the "Mezzanine Loan"), which Mezzanine Loan is to be secured by, among other things, Mezzanine Borrower's indirect ownership interest in Tenant. The Mezzanine Loan Agreement and the other documents entered into in connection with the Mezzanine Loan from time to time (as the same may be

modified, supplemented, extended or restated) are referred to herein as the “Mezzanine Loan Documents”.

E. Administrative Agent and Lenders would not enter into the Loan Agreement and the Lenders would not make the Loan without this Agreement.

NOW, THEREFORE, in consideration of Administrative Agent and Lenders entering into the Loan Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree for the benefit of Administrative Agent and Lenders as follows:

AGREEMENT

1. Consent to Security Instrument and Pledge. Pursuant to Resolution [] (the “Resolution”), Landlord consented, upon the conditions set forth therein, to the encumbrance of Tenant’s leasehold estate, in connection with the Loan, by the lien of a [Construction Deed of Trust, With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing] for the benefit of Administrative Agent and the Lenders (as applicable, and as the same may be modified, supplemented, extended, restated or replaced, the “Security Instrument”). The Security Instrument will secure the payment of the Loan as described in the Security Instrument and all other obligations of Tenant under the other documents entered into in connection with the Loan and set forth on Exhibit C attached hereto (as the same may be modified, supplemented, extended or restated, the “Loan Documents”). Pursuant to the Resolution, Landlord consented, upon the conditions set forth therein, to the encumbrance of the ownership interest in Tenant, in connection with the Mezzanine Loan, by the lien of a [Pledge and Security Agreement], granted by Mezzanine Borrower for the benefit of Mezzanine Lender (as applicable, and as the same may be modified, supplemented, extended, restated or replaced, the “Pledge Agreement”). Tenant hereby represents and warrants to the Landlord, the Administrative Agent and Lenders that Tenant has satisfied the conditions of the Resolution and that each of the Permitted Lease Financing Encumbrance and Permitted Equity Financing Encumbrance comply with all of the conditions of the Resolution, in each such case, applicable thereto. Based on the forgoing representations and warranties, Landlord hereby acknowledges and agrees that the Security Instrument constitutes a Permitted Lease Financing Encumbrance for all purposes under the Ground Lease and that the Pledge Agreement constitutes a Permitted Equity Financing Encumbrance for all purposes under the Ground Lease.

2. Permitted Lenders. Each Lender constitutes a Permitted Mortgage Lender for all purposes under the Ground Lease; provided, however, that for purposes of Section 10.3.2 and 10.6.2 of the Ground Lease, the Lenders must exercise their rights collectively, acting through Administrative Agent (e.g., each Lender is not entitled to its own opportunity to cure an Event of Default under the Ground Lease). Administrative Agent hereby informs the Landlord that it is the Designated Nominee of the Lenders and Landlord acknowledges and agrees that Administrative Agent shall be treated for all intents and purposes as the Senior Permitted Lender and the Senior Permitted Mortgage Lender under the Ground Lease. Administrative Agent has

provided Landlord with its address for notice in [Section 20] hereof and hereby requests written notice of each notice of Event of Default given to Tenant as required by Section 10.3.2 of the Ground Lease. Landlord shall not be required to provide notice to any other Lenders. As such, Administrative Agent is entitled to all rights of the Senior Permitted Lender and Senior Permitted Mortgage Lender under the Ground Lease, including, without limitation, Article 10 thereof. Mezzanine Lender constitutes the Senior Permitted Mezzanine Lender for all purposes under the Ground Lease.

3. Estoppel. Landlord and Tenant represent and warrant to Administrative Agent and Lenders as of the Effective Date that:

3.1 The Ground Lease is currently in full force and effect and has not been modified in whole or in part.

3.2 The Ground Lease is for a term of sixty-six (66) years, commencing [] and ending [].

3.3 Tenant is not, to the actual knowledge of Landlord (without any duty of investigation or inquiry), in default or in breach under the provisions of the Ground Lease.

3.4 Except for the Security Instrument, Landlord has no actual knowledge (without any duty of investigation or inquiry) of any other assignment or hypothecation of said leasehold estate, or any pledge or assignment of rents with respect to the Property.

3.5 The Resort Hotel Plans and the Preliminary Parking Improvement Plans, which in each case have been approved by Landlord as and to the extent required by the Ground Lease, described in the Ground Lease on Exhibit C and Exhibit C-1, respectively.

4. Ownership and Mortgaging of Fee Interest in Property. As of the date hereof, Landlord owns the Property in trust and has not transferred its ownership interest in the Property or its interest as Landlord under the Ground Lease. As of the date hereof, except as set forth in Section 1 hereof, Landlord has not authorized or consented to the recordation of any deed of trust, mortgage or other foreclosable lien on Landlord's ownership interest in the Property.

5. Intentionally Omitted.

6. Self-Help Remedies. Landlord agrees that the self-help and payment rights granted to Landlord in Sections 9.5 (other than with respect to any lien encumbering the fee interest in the Property), 12.2.3, 12.2.4, 12.2.6 and 15.5.2 of the Ground Lease shall not be exercised until all applicable notice and cure periods (including, without limitation, those granted to Permitted Lenders under Article 10 of the Ground Lease) have expired without the cure of the underlying Event of Default or breach giving rise to such self-help rights, except, solely with respect to Landlord's rights under Section 12.2.3 of the Ground Lease during the existence of an Event of Default, to the extent (i) required to prevent imminent harm to health and human safety or (ii) required to prevent imminent and material damage to property.

7. **HMA SNDA Remedies.** Landlord agrees that the rights and remedies granted to Landlord pursuant to Sections 3A., 3B., 6A. and 6B. of the non-disturbance agreement between Landlord and Hotel Operator contemplated by Section 15.4.6 of the Ground Lease (the “**Port HMA SNDA**”) shall not be exercised until all applicable notice and cure periods (including, without limitation, those rights and remedies granted to Permitted Lenders under Article 10 of the Ground Lease) have expired without the cure of the underlying Event of Default or breach giving rise to any right or remedy of Landlord under such non-disturbance agreement. Landlord agrees not to amend, modify or replace the Port HMA SNDA in any manner that is inconsistent with or would circumvent the intent of this Section, unless such amendment, modification or replacement has been approved in writing by Administrative Agent.

8. **New Lease.** Landlord acknowledges and agrees that the rights of Administrative Agent (or an SPE Lender Affiliate designated by Administrative Agent to act on behalf of Administrative Agent and the Lenders in accordance with Section 10.3.2 of the Ground Lease) as a Permitted Lender under Section 10.3.2(d) of the Ground Lease shall and are expressly intended to survive any surrender, cancellation or termination of the Ground Lease by Tenant, or any rejection or disaffirmance thereof pursuant to bankruptcy law or other Law affecting creditors’ rights, or as the result of any other termination of the Ground Lease for any reason whatsoever in manner described in Section 10.3.2(d), other than as a direct result of Administrative Agent’s election not to Complete pursuant to Section 10.6.2. If Administrative Agent (or an SPE Lender Affiliate designated by Administrative Agent to act on behalf of Administrative Agent and the Lenders in accordance with Section 10.3.2 of the Ground Lease) enters into a New Lease with Landlord (as applicable, for the purposes of this Agreement, the “**New Tenant**”) in accordance with Section 10.3.2(d) of the Ground Lease, then:

8.1 New Tenant will be permitted to assign the New Lease subject only to Landlord’s reasonable consent, which will not be unreasonably withheld, conditioned or delayed, so long as the conditions in Section 10.4.1 of the Ground Lease are satisfied in connection therewith.

8.2 From the date the Ground Lease terminates until the date the New Lease becomes effective: (i) New Tenant will be entitled to all net income of the Property (i.e., following payment of the operating expenses of the Property and any outstanding amounts due under the existing Ground Lease); and (ii) Landlord will not, without New Tenant’s prior written consent, terminate any lease or sublease to a space tenant of any of the Property or enter into any lease affecting any of the Property. When the parties enter into such New Lease, Landlord will reasonably, and without any material out-of-pocket cost or expense to Landlord, reasonably cooperate with New Tenant to transfer to New Tenant all leases and subleases to space tenants of the Property or any portion thereof (including any security deposits received by Landlord) to which Landlord is a party and all service contracts (to the extent assignable without payment of any fee or for which the applicable fee has been paid on Landlord’s behalf by New Tenant) to which Landlord is a party related to the operation of the Property. Landlord will cause any holder of a deed of

trust, mortgage or other lien on Landlord's fee interest in the Property to subordinate the same to such New Lease.

8.3 Tenant will have no right, title, interest or estate in or to such New Lease, the leasehold estate created by such New Lease, or any other interest of New Tenant in the Property.

8.4 If any representations and warranties are required to be made by New Tenant pursuant to such New Lease that correspond to the representations and warranties set forth in Section 17.3 of the Ground Lease, the same shall be revised as reasonably necessary to reflect the facts applicable to New Tenant and New Tenant shall not be required to make representations and warranties pursuant to such New Lease that correspond to the representations and warranties set forth in Sections 29.11, 29.23 or Exhibit O of the Ground Lease.

9. Bankruptcy of Tenant or Landlord.

9.1 Notwithstanding anything to the contrary, if Tenant becomes a debtor in a proceeding under the United States Bankruptcy Code (11 U.S.C. § 101, et seq., as amended, and any successor statute) (the "Bankruptcy Code"), or any successor or similar statute or law, and the Ground Lease is rejected in such case or if any court or other authority of competent jurisdiction finally determines that the Ground Lease has been terminated, Landlord shall promptly enter into a New Lease with the Administrative Agent or its designee as provided in Section 10.3.2(d) of the Ground Lease. The agreements between Landlord and Administrative Agent contained in this Agreement and Article 10 of the Ground Lease (and the other provisions thereof of which Permitted Lenders are third party beneficiaries) are for the benefit of Administrative Agent and are independent of any agreements with Tenant contained in this Agreement or in the Ground Lease. If Tenant rejects, or attempts to reject, this Agreement or the Ground Lease under Section 365 of the Bankruptcy Code, or any similar or successor statute, or any rejection occurs thereunder for any reason, such rejection will have no effect on Administrative Agent's rights as to Landlord under this Agreement or such sections of the Ground Lease, which rights will remain in full force and effect. Tenant further agrees that it shall not assume or assume and assign the Ground Lease in such a proceeding for Tenant without the prior written consent of Administrative Agent. Landlord agrees that it shall not consent to Tenant's assumption or assumption and assignment of the Ground Lease in any such proceeding (whether pursuant to Section 13.2 of the Ground Lease or otherwise) for Tenant without the prior written consent of Administrative Agent.

9.2 If Landlord becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law, Tenant shall not make any election or exercise any rights under Section 365 of the Bankruptcy Code or any successor or similar statute, including, without limitation, any election to treat the Ground Lease as terminated in the event that the Ground Lease is rejected or consent to the assumption and assignment of

the Ground Lease, without the prior written consent of Administrative Agent. Landlord and Tenant agree that no consent or stipulation by Tenant with respect to the Ground Lease or the Property in any such proceeding for Landlord will be effective unless Administrative Agent joins therein in writing.

9.3 Nothing in the Ground Lease or any other agreement entered into in connection therewith restricts, impairs, hinders, or modifies any right that any Permitted Lender has in any Bankruptcy Case pursuant to the Ground Lease or this Section above. Nothing in this Section 9 shall be construed as limiting Landlord's right to assign the Lease in the event Landlord becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law; provided, in all such cases, the agreements set forth on Exhibit "Q" of the Ground Lease are assigned therewith.

10. No Casualty and Condemnation. As of the date hereof, Landlord has not received any written notice of any pending or threatened eminent domain proceedings that involve the Property. So long as the Loan remains outstanding Landlord and Tenant agree not to cancel or terminate the Ground Lease as a result of damage to or destruction of any improvements on the Property unless the Tenant first obtains the prior written consent of Administrative Agent.

11. Agreement With Subsequent Administrative Agent. If Administrative Agent so requests, Landlord will enter into an agreement containing some or all of the provisions contained herein, as determined to be applicable by the Landlord and Administrative Agent, in substantially the same form as this Agreement, with a subsequent administrative agent representing lenders that provide one or more loans to refinance the Loan made by the Lenders.

12. Exculpation. Except as provided in Section 10.3.4 of the Ground Lease with respect to the attempted cure of any non-monetary Event of Default, no Lender Parties (other than the party acquiring the direct interest in the Ground Lease as provided in Section 10.3.4 of the Ground Lease or the New Tenant under a New Lease, as applicable) shall have any personal liability therefor, and Landlord hereby expressly waives and releases such liability on behalf of itself and all persons claiming by, through or under Landlord. The limitations of liability contained in this Section shall inure to the benefit of the Lender Parties. Notwithstanding any contrary provision herein or in the Ground Lease, no Lender Party (other than the party acquiring the direct interest in the Ground Lease as provided in Section 10.3.4 of the Ground Lease or the New Tenant under a New Lease, as applicable, in each case, to the extent provided in the Ground Lease) shall be liable under any circumstances for any indirect, special, consequential, exemplary or punitive damages in connection with the Ground Lease, any New Lease and/or this Agreement, and this provision shall survive any termination of this Agreement. For the purposes hereof, "Lender Parties" means, collectively, Administrative Agent and Lenders, all present and future partners, beneficiaries, officers, directors, trustees, designees, shareholders, agents and employees of Administrative Agent or any Lender, and their respective partners, heirs, successors and assigns. Nothing in this Section 12 shall be construed as limiting Administrative Agent's right to seek injunctive or declaratory relief under this Agreement, the Ground Lease or

any New Lease, including the right to seek specific performance of any party's obligations thereunder.

13. No Merger. No merger shall occur by reason of any acquisition by Landlord, Tenant or any other person or entity of any additional right, title, interest or estate in or to the property leased under the Ground Lease or any component thereof. Without limiting the generality of the foregoing, unless Administrative Agent otherwise expressly consents in writing, which consent may be withheld by Administrative Agent in its sole discretion, the leasehold estate under the Ground Lease and any other interest or estate in such property shall not merge but shall always remain separate and distinct, notwithstanding any common ownership of the leasehold estate and any other interest or estate.

14. Successors, Assigns, Etc. Notwithstanding anything to the contrary, Administrative Agent may exercise its rights and interests in and under the Ground Lease and this Agreement through an affiliate, successor, assignee, designee, nominee or other person or entity, acting in its own name or in Administrative Agent's name and any such party shall have the same protections, rights and limitations of liability as are provided to Administrative Agent under the Ground Lease, this Agreement or any document ancillary to either thereof.

15. Further Documents. Landlord and Tenant will execute and deliver to Administrative Agent such other and further instruments or assurances as Administrative Agent may reasonably request in order to more fully carry out the intents and purposes of this Agreement; provided that, in the case of the Landlord, all such instruments or assurances shall be consistent in all material respects with the terms of the Resolution, the Ground Lease and this Agreement, not increase the obligations of the Landlord under the Ground Lease or this Agreement or limit or otherwise modify the rights of Landlord thereunder or hereunder, and Landlord reserves the right to take any such instrument or assurances to the Board of Port Commissioners for approval.

16. Binding Effect; References to Parties. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All references to Tenant in this Agreement include the Tenant specifically named above and all successors and permitted assigns thereof as holders of the lessee's interest in the Ground Lease. All references to Landlord in this Agreement include the Landlord specifically named above and all successors and permitted assigns thereof as holders of the lessor's interest in the Ground Lease.

17. Effect on Ground Lease. Except as modified by this Agreement, all of the terms and provisions of the Ground Lease will remain in full force and effect. In the event of a conflict between the Ground Lease and this Agreement, the terms and provisions of this Agreement will control.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California.

19. Limitation on Liability. Notwithstanding anything to the contrary in this Agreement, Landlord shall not be liable for any monetary damages of any kind pursuant to the terms of this Agreement and the only remedies that a Permitted Lender, including, without limitation, Administrative Agent, Lenders, and any of their respective successors or permitted assigns, shall have in enforcing its rights under this Agreement against Landlord shall be the right to pursue injunctive relief, declaratory relief and/or specific performance (in each such case, without the requirement of posting any bond or other security). In connection with the foregoing, Landlord agrees not to assert as a defense in any action by a Permitted Lender for injunctive relief or specific performance, that injunctive relief or specific performance is not an available remedy on the grounds that monetary damages are an adequate remedy. The foregoing shall not be construed as limiting any other defense available to Landlord in any such action.

20. Notices. Any notice to or demand upon Administrative Agent, Tenant or Landlord pursuant to this Agreement will be deemed to have been sufficiently given three (3) Business Days after the date such notice or demand is deposited in the United States mails, registered or certified postage prepaid, return receipt requested or when received if sent by hand or overnight courier service, addressed to the recipient at its address set forth below or at such other address as the recipient may have directed by notice to the other parties in accordance herewith:

Administrative Agent: _____

Tenant: _____

Landlord: _____

21. Term. This Agreement shall commence on the Effective Date and shall terminate upon the earliest to occur of: (a) the date that Borrower's obligations under the Loan Documents are indefeasibly paid and performed in full in accordance with the terms thereof, the Security Instrument has been reconveyed and all commitments in respect of the Loan have been terminated; (b) the date upon which the Termination Obligations have been satisfied in accordance with Section 10.6.2.2 of the Ground Lease; and (c) the date upon which Landlord and New Tenant enter into a New Lease and Landlord has satisfied all of its obligations in connection with such New Lease pursuant to Section 8 of this Agreement.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, Landlord, Tenant and Administrative Agent have duly executed and delivered this Agreement as of the date appearing on the first page of this Agreement.

LANDLORD:

By _____
Its _____

TENANT:

By _____
Its _____

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: _____
Name: _____
Title: _____

THIRD PARTY BENEFICIARY ACKNOWLEDGEMENT AND CONSENT

THE CITY, AS A THIRD PARTY BENEFICIARY OF THE GROUND LEASE AS AND TO THE EXTENT PROVIDED IN SECTION 29.19 THEREOF, ACKNOWLEDGES AND CONSENTS TO THE FOREGOING AGREEMENT AND CONFIRMS THAT THE CITY'S RIGHTS TO ENFORCE THE SUBSTANTIAL CITY INTEREST PROVISIONS OF THE GROUND LEASE ARE SUBJECT TO THE NOTICE AND CURE RIGHTS GRANTED IN THE GROUND LEASE AND IN THE FOREGOING AGREEMENT, AND THE CITY SHALL NOT ENFORCE ANY PROVISION OF THE GROUND LEASE UNLESS AND UNTIL ALL SUCH NOTICE AND CURE PERIODS OF THE PERMITTED LENDERS HAVE EXPIRED AND THE UNDERLYING BREACH OR EVENT OF DEFAULT (OTHER THAN ANY INCURABLE DEFAULT), AS APPLICABLE, REMAINS UNCURED.

CITY:

By _____
Its _____

EXHIBIT A
Legal Description

EXHIBIT B
(Attach Copy of Ground Lease)

EXHIBIT C
(List of Loan Documents)

MEZZANINE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE
(Ground Lease)

THIS MEZZANINE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE (this “Agreement”) is entered into as of the ____ day of _____, 20__ (the “Effective Date”), by and among RIDA CHULA VISTA, LLC, a Delaware limited liability company (“Tenant”), the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (“Landlord”), and MARRIOTT INTERNATIONAL CAPITAL CORPORATION, a Delaware corporation (together with its successors and assigns, as their interests may appear, “Mezzanine Lender”) and MARRIOTT INTERNATIONAL, INC., a Delaware corporation (together with its successors and assigns as their interests may appear, “Marriott Guarantor”, together with Mezzanine Lender, collectively, the “Marriott Parties” and each, a “Marriott Party”).

RECITALS

A. Landlord holds in trust the real property legally described on Exhibit A (the “Property”). GPR Mezz, LLC, a Delaware limited liability company (“Mezzanine Borrower”), is the sole member of GPR Member, LLC, a Delaware limited liability company (the “Sole Member”), the sole member of Tenant.

B. Landlord is the lessor and Tenant is the lessee under that certain Lease, dated [____], a memorandum of which was recorded [____] in the records of San Diego County, California, under recording no. [____] (as the same may be modified, supplemented, extended, restated or replaced, the “Ground Lease”). Each capitalized term used but not defined herein shall have the meaning given to such term in the Ground Lease.

C. Pursuant to that certain [Building Loan Agreement], dated [____] (as the same may be modified, supplemented, extended or restated, the “Loan Agreement”), by and among Tenant, as borrower, Wells Fargo Bank, National Association, as administrative agent for itself and the lenders from time to time party to the Loan Agreement (in such capacity, together with its successors and assigns, “Administrative Agent”) and the lenders from time to time parties thereto (together with their respective successors and assigns as their interests may appear, “Lenders”), Lenders expect to make a construction loan to Tenant in the maximum principal amount of \$ _____ (the “Loan”), which Loan is to be secured by, among other things, Tenant’s interest in the Property, the Ground Lease, the Convention Center, the Convention Center Sublease and the Project Implementation Agreement.

D. Pursuant to that certain Mezzanine Loan Agreement, dated [____] (as the same may be modified, supplemented, extended or restated, the “Mezzanine Loan Agreement”), by and among Mezzanine Borrower, as borrower, Mezzanine Lender, as lender, Mezzanine Lender expects to make a loan to Mezzanine Borrower in the maximum principal

amount of \$90,000,000 (the “Mezzanine Loan”), which Mezzanine Loan is to be secured by, among other things, Mezzanine Borrower’s indirect ownership interest in Tenant pursuant to that certain Pledge and Security Agreement granted by Mezzanine Borrower for the benefit of Mezzanine Lender (as the same may be modified, supplemented, extended, restated or replaced, the “Mezzanine Pledge Agreement”) . The Mezzanine Loan Agreement and the other documents entered into in connection with the Mezzanine Loan from time to time (as the same may be modified, supplemented, extended or restated) are referred to herein as the “Mezzanine Loan Documents”.

E. Pursuant to that certain Reimbursement Agreement, dated [_____] (as the same may be modified, supplemented, extended or restated, the “Reimbursement Agreement”) by and among Sole Member and Marriott Guarantor, Marriott Guarantor expects to provide a guaranty to Administrative Agent as credit enhancement of a portion of the Loan up to a maximum amount of \$[_____] (the “Marriott Guaranty”), which Marriott Guaranty is to be secured by, among other things, Sole Member’s ownership interest in Tenant pursuant to that certain Pledge and Security Agreement granted by Sole Member for the benefit of Marriott Guarantor (as the same may be modified, supplemented, extended, restated or replaced, the “Reimbursement Pledge Agreement”). The Reimbursement Agreement and the other documents entered into in connection with the Reimbursement Agreement from time to time (as the same may be modified, supplemented, extended or restated) are referred to herein as the “Reimbursement Loan Documents”) and the obligations under the Reimbursement Loan Documents are referred to herein as the “Reimbursement Obligations.”

F. Mezzanine Lender would not enter into the Mezzanine Loan Agreement or make the Mezzanine Loan, and Marriott Guarantor would not enter into the Marriott Guaranty, in each case, without this Agreement.

NOW, THEREFORE, in consideration of Mezzanine Lender entering into the Mezzanine Loan Agreement, Marriott Guarantor entering into the Marriott Guaranty, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree for the benefit of the Mezzanine Lender and Marriott Guarantor as follows:

AGREEMENT

1. Consent to Security Instrument and Pledge. Pursuant to Resolution [_____] (the “Resolution”), Landlord consented, upon the conditions set forth therein, to the encumbrance of Tenant’s leasehold estate, in connection with the Loan, by the lien of a [Construction Deed of Trust, With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing] for the benefit of Administrative Agent and the Lenders (as applicable, and as the same may be modified, supplemented, extended, restated or replaced, the “Security Instrument”). The Security Instrument will secure the payment of the Loan as described in the Security Instrument and all other obligations of Tenant under the other documents entered into in connection with the Loan and set forth on Exhibit C attached hereto

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(as the same may be modified, supplemented, extended or restated, the “Loan Documents”). Pursuant to the Resolution, Landlord consented, upon the conditions set forth therein, to the (a) encumbrance of the ownership interest in Sole Member, in connection with the Mezzanine Loan, by the lien of the Mezzanine Pledge Agreement and (b) the encumbrance of the ownership interest in Tenant, in connection with the Reimbursement Agreement, by the lien of the Reimbursement Pledge Agreement. Tenant hereby represents and warrants to the Landlord and the Marriott Parties that Tenant has satisfied the conditions of the Resolution and that each of the Permitted Lease Financing Encumbrance and Permitted Equity Financing Encumbrance comply with all of the conditions of the Resolution, in each such case, applicable thereto. Based on the forgoing representations and warranties, Landlord hereby acknowledges and agrees that the Security Instrument constitutes a Permitted Lease Financing Encumbrance for all purposes under the Ground Lease, the Mezzanine Pledge Agreement constitutes a Permitted Equity Financing Encumbrance for all purposes under the Ground Lease, and the Reimbursement Pledge Agreement constitutes a Permitted Equity Financing Encumbrance for all purposes under the Ground Lease.

2. Permitted Lenders. Each of the Marriott Parties constitutes a Permitted Mezzanine Lender for all purposes under the Ground Lease; provided, that Mezzanine Lender shall be treated for all purposes of the Ground Lease as the Senior Mezzanine Permitted Lender. The Marriott Parties have provided Landlord with their respective address for notice in Section 20 hereof and hereby requests written notice of each notice of Event of Default given to Tenant as required by Section 10.3.2 of the Ground Lease. As such, each of the Marriott Parties is entitled to all rights of a Permitted Mezzanine Lender under the Ground Lease, including, without limitation, Article 10 thereof.

3. Estoppel. Landlord and Tenant represent and warrant to the Marriott Parties as of the Effective Date that:

3.1 The Ground Lease is currently in full force and effect and has not been modified in whole or in part.

3.2 The Ground Lease is for a term of sixty-six (66) years, commencing [] and ending [].

3.3 Tenant is not, to the actual knowledge of Landlord (without any duty of investigation or inquiry), in default or in breach under the provisions of the Ground Lease.

3.4 Except for the Security Instrument, Landlord has no actual knowledge (without any duty of investigation or inquiry) of any other assignment or hypothecation of said leasehold estate, or any pledge or assignment of rents with respect to the Property.

3.5 The Resort Hotel Plans and the Preliminary Parking Improvement Plans, which in each case have been approved by Landlord as and to the extent required by the

Ground Lease, are attached to the Ground Lease as Exhibit C and Exhibit C-1, respectively.

4. **Ownership and Mortgaging of Fee Interest in Property.** As of the date hereof, Landlord owns the Property in trust and has not transferred its ownership interest in the Property or its interest as Landlord under the Ground Lease. As of the date hereof, Landlord has not authorized or consented to the recordation of any deed of trust, mortgage or other foreclosable lien on Landlord's ownership interest in the Property.

5. **[Intentionally Omitted.]**

6. **Self-Help Remedies.** Landlord agrees that the self-help and payment rights granted to Landlord in Sections 9.5 (other than with respect to any lien encumbering the fee interest in the Property), 12.2.3, 12.2.4, 12.2.6 and 15.5.2 of the Ground Lease shall not be exercised until all applicable notice and cure periods (including, without limitation, those granted to Permitted Lenders under Article 10 of the Ground Lease) have expired without the cure of the underlying Event of Default or breach giving rise to such self-help rights, except, solely with respect to Landlord's rights under Section 12.2.3 of the Ground Lease during the existence of an Event of Default, to the extent (i) required to prevent imminent harm to health and human safety or (ii) required to prevent imminent and material damage to property.

7. **HMA NDA Remedies.** Landlord agrees that the rights and remedies granted to Landlord pursuant to Sections 3A., 3B., 6A. and 6B. of the non-disturbance agreement between Landlord and Hotel Operator contemplated by Section 15.4.6 of the Ground Lease (the "**Port HMA NDA**") shall not be exercised until all applicable of notice and cure periods (including, without limitation, those rights and remedies granted to Permitted Lenders under Article 10 of the Ground Lease) have expired without the cure of the underlying Event of Default or breach giving rise to any right or remedy of Landlord under such non-disturbance agreement. Landlord agrees not to amend, modify or replace the Port HMA NDA in any manner that is inconsistent with or would circumvent the intent of this Section, unless such amendment, modification or replacement has been approved in writing by Mezzanine Lender and Manager.

8. **New Lease.** Landlord acknowledges and agrees that the rights of either Marriott Party (or an SPE Lender Affiliate designated by either Marriott Party to act on behalf of either Marriott Party in accordance with Section 10.3.2 of the Ground Lease) as a Permitted Lender under Section 10.3.2(d) of the Ground Lease shall and are expressly intended to survive any surrender, cancellation or termination of the Ground Lease by Tenant, or any rejection or disaffirmance thereof pursuant to bankruptcy law or other Law affecting creditors' rights, or as the result of any other termination of the Ground Lease for any reason whatsoever in manner described in Section 10.3.2(d), other than as a direct result of either Marriott Party's election not to Complete pursuant to Section 10.6.2. If either Marriott Party (or an SPE Lender Affiliate designated by either Marriott Party to act on behalf of either Marriott Party in accordance with Section 10.3.2 of the Ground Lease) enters into a New Lease with Landlord (as applicable, for

the purposes of this Agreement, the “**New Tenant**”) in accordance with Section 10.3.2(d) of the Ground Lease, then:

8.1 New Tenant will be permitted to assign the New Lease subject only to Landlord’s consent, which will not be unreasonably withheld, conditioned or delayed, so long as the conditions in Section 10.4.1 of the Ground Lease are satisfied in connection therewith.

8.2 From the date the Ground Lease terminates until the date the New Lease becomes effective: (i) New Tenant will be entitled to all net income of the Property (i.e., following payment of the operating expenses of the Property and any outstanding amounts due under the existing Ground Lease); and (ii) Landlord will not, without New Tenant’s prior written consent, terminate any lease or sublease to a space tenant of any of the Property or enter into any lease affecting any of the Property. When the parties enter into such New Lease, Landlord will reasonably, and without any material out-of-pocket cost or expense to Landlord, reasonably cooperate with New Tenant to transfer to New Tenant all leases and subleases to space tenants of the Property or any portion thereof (including any security deposits received by Landlord) to which Landlord is a party and all service contracts (to the extent assignable without payment of any fee or for which the applicable fee has been paid on Landlord’s behalf by New Tenant) to which Landlord is a party related to the operation of the Property. Landlord will cause any holder of a deed of trust, mortgage or other lien on Landlord’s fee interest in the Property to subordinate the same to such New Lease.

8.3 Tenant will have no right, title, interest or estate in or to such New Lease, the leasehold estate created by such New Lease, or any other interest of New Tenant in the Property.

8.4 If any representations and warranties are required to be made by New Tenant pursuant to such New Lease that correspond to the representations and warranties set forth in Section 17.3 of the Ground Lease, the same shall be revised as reasonably necessary to reflect the facts applicable to New Tenant and New Tenant shall not be required to make representations and warranties pursuant to such New Lease that correspond to the representations and warranties set forth in Sections 29.11, 29.23 or Exhibit O of the Ground Lease.

9. Bankruptcy of Tenant or Landlord.

9.1 Notwithstanding anything to the contrary, if Tenant becomes a debtor in a proceeding under the United States Bankruptcy Code (11 U.S.C. § 101, et seq., as amended, and any successor statute) (the “**Bankruptcy Code**”), or any successor or similar statute or law, and the Ground Lease is rejected in such case or if any court or other authority of competent jurisdiction finally determines that the Ground Lease has been terminated, Landlord shall promptly enter into a New Lease as provided in Section 10.3.2(d) of the Ground Lease. The agreements between Landlord and the Marriott

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Parties contained in this Agreement and Article 10 of the Ground Lease (and the other provisions thereof of which Permitted Lenders are third party beneficiaries) are for the benefit of the Marriott Parties and are independent of any agreements with Tenant contained in this Agreement or in the Ground Lease. If Tenant rejects, or attempts to reject, this Agreement or the Ground Lease under Section 365 of the Bankruptcy Code, or any similar or successor statute, or any rejection occurs thereunder for any reason, such rejection will have no effect on either Marriott Party's rights as to Landlord under this Agreement or such sections of the Ground Lease, which rights will remain in full force and effect. Tenant further agrees that it shall not assume or assume and assign the Ground Lease in such a proceeding for Tenant without the prior written consent of both Marriott Parties. Landlord agrees that it shall not consent to Tenant's assumption or assumption and assignment of the Ground Lease in any such proceeding (whether pursuant to Section 13.2 of the Ground Lease or otherwise) for Tenant without the prior written consent of both Marriott Parties.

9.2 If Landlord becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law, Tenant shall not make any election or exercise any rights under Section 365 of the Bankruptcy Code or any successor or similar statute, including, without limitation, any election to treat the Ground Lease as terminated in the event that the Ground Lease is rejected or consent to the assumption and assignment of the Ground Lease, without the prior written consent of both Marriott Parties. Landlord and Tenant agree that no consent or stipulation by Tenant with respect to the Ground Lease or the Property in any such proceeding for Landlord will be effective unless both Marriott Parties joins therein in writing.

9.3 Nothing in the Ground Lease or any other agreement entered into in connection therewith restricts, impairs, hinders, or modifies any right that any Permitted Lender has in any Bankruptcy Case pursuant to the Ground Lease or this Section above. Nothing in this Section 9 shall be construed as limiting Landlord's right to assign the Lease in the event Landlord becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law; provided, in all such cases, the agreements set forth on Exhibit "Q" of the Ground Lease are assigned therewith.¹

10. No Casualty and Condemnation. As of the date hereof, Landlord has not received any written notice of any pending or threatened eminent domain proceedings that involve the Property. So long as the Mezzanine Loan or the Reimbursement Obligations remains outstanding: (a) Landlord and Tenant agree not to cancel or terminate the Ground Lease as a result of damage to or destruction of any improvements on the Property unless the Tenant first obtains the prior written consent of both Marriott Parties; and (b) if the Loan is repaid in full, then the provisions of the Mezzanine Loan Documents (including the disbursement procedures and conditions set forth therein) will govern the distribution of insurance proceeds and

~~NOT TO BE USED~~ **NOT TO BE USED** CONFORMS TO GROUND LEASE REQUIREMENTS.

condemnation proceeds with respect to the Property, which provisions Landlord agrees it has reviewed and are reasonable for all purposes under Article 14 and 20 of the Ground Lease .

11. Agreement With Subsequent Marriott Party. If either Marriott Party so requests, Landlord will enter into an agreement containing some or all of the provisions contained herein, as determined to be applicable by the Landlord and both Marriott Parties, in substantially the same form as this Agreement, with a subsequent mezzanine lender approved or permitted pursuant to the terms of the Ground Lease.

12. Exculpation. Except as provided in Section 10.3.4 of the Ground Lease with respect to the attempted cure of any non-monetary Event of Default, no Lender Parties (other than the party acquiring the direct interest in the Ground Lease as provided in Section 10.3.4 of the Ground Lease or the New Tenant under a New Lease, as applicable) shall have any personal liability therefor, and Landlord hereby expressly waives and releases such liability on behalf of itself and all persons claiming by, through or under Landlord. The limitations of liability contained in this Section shall inure to the benefit of the Lender Parties. Notwithstanding any contrary provision herein or in the Ground Lease, no Lender Party (other than the party acquiring the direct interest in the Ground Lease as provided in Section 10.3.4 of the Ground Lease or the New Tenant under a New Lease, as applicable, in each case, to the extent provided in the Ground Lease) shall be liable under any circumstances for any indirect, special, consequential, exemplary or punitive damages in connection with the Ground Lease, any New Lease and/or this Agreement, and this provision shall survive any termination of this Agreement. For the purposes hereof, "Lender Parties" means, collectively, the Marriott Parties, all present and future partners, beneficiaries, officers, directors, trustees, designees, shareholders, agents and employees of the Marriott Parties, and their respective partners, heirs, successors and assigns. Nothing in this Section 12 shall be construed as limiting either Marriott Party's right to seek injunctive or declaratory relief under this Agreement, the Ground Lease or any New Lease, including the right to seek specific performance of any party's obligations thereunder.

13. No Merger. No merger shall occur by reason of any acquisition by Landlord, Tenant or any other person or entity of any additional right, title, interest or estate in or to the property leased under the Ground Lease or any component thereof. Without limiting the generality of the foregoing, unless both Marriott Parties otherwise expressly consent in writing, which consent may be withheld by each Marriott Party in its sole discretion, the leasehold estate under the Ground Lease and any other interest or estate in such property shall not merge but shall always remain separate and distinct, notwithstanding any common ownership of the leasehold estate and any other interest or estate.

14. Successors, Assigns, Etc. Notwithstanding anything to the contrary, each Marriott Party may exercise its rights and interests in and under the Ground Lease and this Agreement through an affiliate, successor, assignee, designee, nominee or other person or entity, acting in its own name or in such Marriott Party's name and any such party shall have the same protections, rights and limitations of liability as are provided to each Marriott Party under the ~~Ground Lease~~, this Agreement or any document ancillary to either thereof.

15. Further Documents. Landlord and Tenant will execute and deliver to the Marriott Parties such other and further instruments or assurances as either of them may reasonably request in order to more fully carry out the intents and purposes of this Agreement; provided that, in the case of the Landlord, all such instruments or assurances shall be consistent in all material respects with the terms of the Resolution, the Ground Lease and this Agreement, not increase the obligations of the Landlord under the Ground Lease or this Agreement or limit or otherwise modify the rights of Landlord thereunder or hereunder, and be approved as to form and legality by Landlord's legal counsel. Notwithstanding the forgoing, Landlord reserves the right to take any such instrument or assurances to the Board of Port Commissioners for approval.

16. Binding Effect; References to Parties. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All references to Tenant in this Agreement include the Tenant specifically named above and all successors and permitted assigns thereof as holders of the lessee's interest in the Ground Lease. All references to Landlord in this Agreement include the Landlord specifically named above and all successors and permitted assigns thereof as holders of the lessor's interest in the Ground Lease.

17. Effect on Ground Lease. Except as modified by this Agreement, all of the terms and provisions of the Ground Lease will remain in full force and effect. In the event of a conflict between the Ground Lease and this Agreement, the terms and provisions of this Agreement will control.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California.

19. Limitation on Liability. Notwithstanding anything to the contrary in this Agreement, Landlord shall not be liable for any monetary damages of any kind pursuant to the terms of this Agreement and the only remedies that a Permitted Lender, including, without limitation, the Marriott Parties and any of their respective successors or permitted assigns, shall have in enforcing its rights under this Agreement against Landlord shall be the right to pursue injunctive relief, declaratory relief and/or specific performance (in each such case, without the requirement of posting any bond or other security). In connection with the foregoing, Landlord and, by their acknowledgement of and consent to this Agreement, the JEPAs and the Port each agrees not to assert as a defense in any action by a Permitted Lender for injunctive relief or specific performance, that injunctive relief or specific performance is not an available remedy on the grounds that monetary damages are an adequate remedy. The forgoing shall not be construed as limiting any other defense available to Landlord, the JEPAs or the Port in any such action.

20. Notices. Any notice to or demand upon the Marriott Parties, Tenant or Landlord pursuant to this Agreement will be deemed to have been sufficiently given three (3) Business Days after the date such notice or demand is deposited in the United States mails, registered or certified postage prepaid, return receipt requested or when received if sent by hand or overnight

courier service, addressed to the recipient at its address set forth below or at such other address as the recipient may have directed by notice to the other parties in accordance herewith:

Mezzanine Lender:

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

With a copy to:

Gibson, Dunn and Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071
Attention: Drew Flowers, Esq.
Facsimile: 213-229-7885
Email: DFlowers@gibsondunn.com

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

With a copy to:

NAI-1522747189v9

Gibson, Dunn and Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071
Attention: Drew Flowers, Esq.
Facsimile: 213-229-7885
Email: DFlowers@gibsondunn.com

Marriott Guarantor:

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

With a copy to:

Gibson, Dunn and Crutcher LLP
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Los Angeles, CA 90071
Attention: Drew Flowers, Esq.
Facsimile: 213-229-7885
Email: DFlowers@gibsondunn.com

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Bethesda, MD 20814

Attention: Associate General Counsel – Corporate Transactions,
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With a copy to:

Gibson, Dunn and Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071
Attention: Drew Flowers, Esq.
Facsimile: 213-229-7885
Email: DFlowers@gibsondunn.com

Tenant:

Landlord:

21. Term. This Agreement shall commence on the Effective Date and shall terminate upon the earliest to occur of: (a) the date that Mezzanine Borrower’s obligations under the Mezzanine Loan Documents and the Reimbursement Loan Documents are indefeasibly paid and performed in full in accordance with the terms thereof, the Security Instrument has been reconveyed and all commitments in respect of the Mezzanine Loan and the Reimbursement Agreement have been terminated; (b) the date upon which the Termination Obligations have been satisfied in accordance with Section 10.6.2.2 of the Ground Lease; and (c) the date upon which Landlord and New Tenant enter into a New Lease and Landlord has satisfied all of its obligations in connection with such New Lease pursuant to Section 8 of this Agreement.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, Landlord, Tenant and the Marriott Parties have duly executed and delivered this Agreement as of the date appearing on the first page of this Agreement.

LANDLORD:

By _____
Its _____

TENANT:

By _____
Its _____

MEZZANINE LENDER:

MARRIOTT INTERNATIONAL CAPITAL CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

MARRIOTT GUARANTOR:

MARRIOTT INTERNATIONAL, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

THIRD PARTY BENEFICIARY ACKNOWLEDGEMENT AND CONSENT

THE CITY, AS A THIRD PARTY BENEFICIARY OF THE GROUND LEASE AS AND TO THE EXTENT PROVIDED IN SECTION 29.19 THEREOF, ACKNOWLEDGES AND CONSENTS TO THE FOREGOING AGREEMENT AND CONFIRMS THAT THE CITY'S RIGHTS TO ENFORCE THE SUBSTANTIAL CITY INTEREST PROVISIONS OF THE GROUND LEASE ARE SUBJECT TO THE NOTICE AND CURE RIGHTS GRANTED IN THE GROUND LEASE AND IN THE FOREGOING AGREEMENT, AND THE CITY SHALL NOT ENFORCE ANY PROVISION OF THE GROUND LEASE UNLESS AND UNTIL ALL SUCH NOTICE AND CURE PERIODS OF THE PERMITTED LENDERS HAVE EXPIRED AND THE UNDERLYING BREACH OR EVENT OF DEFAULT (OTHER THAN ANY INCURABLE DEFAULT), AS APPLICABLE, REMAINS UNCURED.

CITY:

By _____
Its _____

EXHIBIT A
Legal Description

EXHIBIT B
(Attach Copy of Ground Lease)

EXHIBIT C

(List of Loan Documents)

MEZZANINE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE
(Project Implementation Agreement)

THIS MEZZANINE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE (this “Agreement”) is entered into as of the ____ day of _____, 20__ (the “Effective Date”) by and among RIDA CHULA VISTA, LLC, a Delaware limited liability company (“Developer”), the CITY OF CHULA VISTA, a charter city of the State of California duly organized and existing under and by virtue of the Constitution and laws of the State of California (“City”), the BAYFRONT PROJECT SPECIAL TAX FINANCING DISTRICT, a financing district established and existing pursuant to Chula Vista Municipal Code Chapter 3.61 Bayfront Project Special Tax Financing District Procedural Ordinance (the “Financing District”), the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (the “Port District”), the Chula Vista Bayfront Facilities Financing Authority (the “Authority” and also sometimes referred to herein as the “JEPA”; and, collectively with the City, the Financing District, and the Port District, the “Public Entities” or each separately, a “Public Entity”), a joint exercise of powers entity created by the City and the Port District pursuant to the Joint Exercise of Powers Act (as defined below) and MARRIOTT INTERNATIONAL CAPITAL CORPORATION, a Delaware corporation (together with its successors and assigns, as their interests may appear, “Mezzanine Lender”), and MARRIOTT INTERNATIONAL, INC., a Delaware corporation (together with its successors and assigns, as their interests may appear, “Marriott Guarantor”, together with Mezzanine Lender, collectively, the “Marriott Parties” and each, a “Marriott Party”).

RECITALS

A. The City and the Port District are parties to that certain Amended and Restated Joint Exercise of Powers Agreement, dated and effective July 25, 2019 (the “JEPA Agreement”), which amended and restated that certain Joint Exercise of Powers Agreement, dated as of May 1, 2014, by and between the City and the Port District. The JEPA Agreement forms the Authority for the purpose of assisting in the financing and refinancing of capital improvement projects of the City and the Port District as permitted under the Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (the “Joint Exercise of Powers Act”) relating to the Chula Vista Bayfront.

B. Pursuant to that certain Site Lease, dated as of _____, 20__ (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Site Lease”), the Port District has leased to the JEPA and the JEPA has leased from Port District certain real property described in Exhibit A-1 and depicted in Exhibit B-1 attached thereto (the “Site”), upon which an approximately 275,000 net usable square foot convention center (the “Convention Center” and, together with the Site, the “Facility”) will be constructed by Developer pursuant to the Project Implementation Agreement (as defined below) and operated by Developer pursuant to the Sublease (as defined below).

C. Pursuant to that certain Facility Lease, dated as of _____ 1, 20__ (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Facility Lease”), the JEPA has in turn subleased the Site and leased the Convention Center to the City.

D. Pursuant to that certain Sublease Agreement, dated as of _____ 1, 20__ (as amended, amended and restated, supplemented or otherwise modified from time to time, together with any New Sublease (as defined in the Sublease), the “Sublease”), the City has in turn subleased the Facility to Developer. The Site Lease, Facility Lease, and Sublease are referred to collectively herein as the “Convention Center Leases.”

E. The Port District and Developer have entered into that certain Ground Lease, dated as of _____ 1, 20__ (as amended, amended and restated, supplemented or otherwise modified from time to time, together with any New Ground Lease (as defined in the Ground Lease), the “Ground Lease”), pursuant to which the Port District has leased to Developer approximately 19.281 acres of land located in the City of Chula Vista, California, described in Exhibit A-2 and depicted in Exhibit B-2 attached thereto (the “Ground Lease Property”), together with all improvements currently located on the Ground Lease Property. Pursuant to the Ground Lease, the Developer is obligated to construct, operate and maintain (or cause to be constructed, operated and maintained) the Resort Hotel (defined therein) and Parking Improvements (defined therein) on the Ground Lease Property.

F. Pursuant to the Sublease and that certain Project Implementation Agreement, dated [_____], a memorandum of which was recorded [_____] in the records of San Diego County, California, under recording no. [_____] (as the same may be modified, supplemented, extended, restated or replaced, the “Project Implementation Agreement”), the Developer is required to cause the development and construction of the “Project” which consists of the Developer’s Phase 1A Infrastructure Improvements and the Convention Center (as such terms are defined therein). Each capitalized term used but not defined herein shall have the meaning given to such term in the Project Implementation Agreement.

G. Pursuant to that certain [Building Loan Agreement], dated [_____] (as the same may be modified, supplemented, extended or restated, the “Loan Agreement”), by and among Developer, as borrower, Wells Fargo Bank, National Association, as administrative agent for itself and the lenders from time to time party to the Loan Agreement (in such capacity, “Administrative Agent”) and the lenders from time to time parties thereto (together with their respective successors and assigns as their interests may appear, “Lenders”), Lenders expect to make a construction loan to Developer in the maximum principal amount of \$ _____ (the “Loan”), which Loan is to be secured by, among other things, Developer’s interest in the Project Implementation Agreement, the Sublease, the Ground Lease, the Convention Center and the Resort Hotel.

H. Pursuant to that certain Mezzanine Loan Agreement, dated [_____] (as the same may be modified, supplemented, extended or restated, the “Mezzanine Loan Agreement”), by and among GPR MEZZ, LLC, a Delaware limited liability company

(“Mezzanine Borrower”), as borrower, Mezzanine Lender, as lender, Mezzanine Lender expects to make a loan to Mezzanine Borrower in the maximum principal amount of \$90,000,000 (the “Mezzanine Loan”), which Mezzanine Loan is to be secured by, among other things, Mezzanine Borrower’s indirect ownership interest in Tenant pursuant to that certain Pledge and Security Agreement granted by Mezzanine Borrower for the benefit of Mezzanine Lender (as the same may be modified, supplemented, extended, restated or replaced, the “Mezzanine Pledge Agreement”) . The Mezzanine Loan Agreement and the other documents entered into in connection with the Mezzanine Loan from time to time (as the same may be modified, supplemented, extended or restated) are referred to herein as the “Mezzanine Loan Documents”.

I. Pursuant to that certain Reimbursement Agreement, dated [] (as the same may be modified, supplemented, extended or restated, the “Reimbursement Agreement”) by and among Sole Member and Marriott Guarantor, Marriott Guarantor expects to provide a guaranty to Administrative Agent as credit enhancement of a portion of the Loan up to a maximum amount of \$[] (the “Marriott Guaranty”), which Marriott Guaranty is to be secured by, among other things, Sole Member’s ownership interest in Tenant pursuant to that certain Pledge and Security Agreement granted by Sole Member for the benefit of Marriott Guarantor (as the same may be modified, supplemented, extended, restated or replaced, the “Reimbursement Pledge Agreement”). The Reimbursement Agreement and the other documents entered into in connection with the Reimbursement Agreement from time to time (as the same may be modified, supplemented, extended or restated) are referred to herein as the “Reimbursement Loan Documents”) and the obligations under the Reimbursement Loan Documents are referred to herein as the “Reimbursement Obligations.” J. Mezzanine Borrower is the sole member of GPR Member, LLC, a Delaware limited liability company (the “Sole Member”), the sole member of Developer.

K. This Agreement is being entered into to, among other things, implement the provisions of Section 22.2 of the Project Implementation Agreement.

L. Mezzanine Lender would not enter into the Mezzanine Loan Agreement or make the Mezzanine Loan, and Marriott Guarantor would not enter into the Marriott Guaranty, in each case, without this Agreement.

NOW, THEREFORE, in consideration of Mezzanine Lender entering into the Mezzanine Loan Agreement, Marriott Guarantor entering into the Marriott Guaranty, the receipt and legal sufficiency of which are hereby acknowledged, the Public Entities and Developer do hereby agree for the benefit of the Marriott Parties as follows:

AGREEMENT

1. **Financing Encumbrance Provisions.** The Public Entities and Developer acknowledge and agree that this Agreement is being entered into to, among other things, implement the provisions of Section 22.2 of the Project Implementation Agreement and that the Project Implementation Agreement and each of their respective rights and remedies in connection therewith shall be subject in all respects to the provisions of Annex I attached hereto, which Annex I is hereby incorporated in this Agreement by this reference.

2. **Consent to Security Instrument and Pledge.** The Public Entities understand and acknowledge that Developer's interest in the Project Implementation Agreement will be encumbered by the lien of a [Construction Deed of Trust, With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing], for the benefit of Administrative Agent and the Lenders (as applicable, and as the same may be modified, supplemented, extended, restated or replaced, the "Security Instrument"). The Security Instrument was approved by the Port, pursuant to Resolution [] (the "Resolution"), for all purposes under the Ground Lease and as such, the encumbrance of Developer's sub-subleasehold estate under the Sublease and Developer's interest in and to the Project Implementation Agreement, in connection with the Loan, are deemed approved as and to the extent required by the Project Implementation Agreement and the provisions of Annex I attached hereto. The Security Instrument constitutes a Permitted PIA Financing Encumbrance for all purposes under the Project Implementation Agreement and the provisions of Annex I attached hereto. The Security Instrument will secure the payment of the Loan as described in the Security Instrument and all other obligations of Developer under the other documents entered into in connection with the Loan are set forth on Exhibit B attached hereto (as the same may be modified, supplemented, extended or restated, the "Loan Documents"). Pursuant to the Resolution, the Port consented to the encumbrance of the ownership interest in Sole Member by the lien of the Mezzanine Pledge Agreement for all purposes under the Ground Lease, and as such, the encumbrance of the ownership interest in Sole Member, in connection with the Mezzanine Loan, is deemed approved as and to the extent required by the Project Implementation Agreement and the provisions of Annex I attached hereto, and the Mezzanine Pledge Agreement constitutes a Permitted Equity Financing Encumbrance for all purposes under the Project Implementation Agreement and the provisions of Annex I attached hereto and (b) the Port consented to the encumbrance of the ownership interest in Developer by the lien of the Reimbursement Pledge Agreement for all purposes under the Ground Lease, and as such, the encumbrance of the ownership interest in Developer, in connection with the Reimbursement Loan Documents, is deemed approved as and to the extent required by the Project Implementation Agreement and the provisions of Annex I attached hereto, and the Reimbursement Pledge Agreement constitutes a Permitted Equity Financing Encumbrance for all purposes under the Project Implementation Agreement and the provisions of Annex I attached hereto.

3. **Permitted Lenders.** Each of the Marriott Parties constitutes a Permitted Mezzanine Lender for all purposes under the Project Implementation Agreement and the provisions of Annex I attached hereto; provided, that the Mezzanine Lender shall be the Senior Permitted Mezzanine Lender for all purposes of the Project Implementation Agreement and the

provisions of Annex I. The Marriott Parties have provided the Public Entities with their respective addresses for notice in Section 21 below hereof and hereby requests written notice of each notice of each Event of Default given to Developer as required by Section 3(b) of Annex I attached hereto. As such, each of the Marriott Parties is entitled to all rights of Permitted Mezzanine Lender under the Project Implementation Agreement and the provisions of Annex I attached hereto.

4. Estoppel. The Public Entities and Developer represent and warrant to the Marriott Parties as of the Effective Date that:

4.1 The Project Implementation Agreement is currently in full force and effect and has not been modified in whole or in part.

4.2 The Project Implementation Agreement is for the Term as defined and set forth in Section 3.1 thereof.

4.3 Developer is not, to the actual knowledge of the Public Entities (without any duty of investigation or inquiry), in default or in breach under the provisions of the Project Implementation Agreement.

4.4 Except for the Security Instrument and the 2022 Assigned Rights and Assigned Rights granted to the Trustee pursuant to the Indenture and the Bond Purchase and Continuing Covenant Agreement, the Public Entities have no actual knowledge (without any duty of investigation or inquiry) of the Project Implementation Agreement.

4.5 The Project Plans, which have been approved by the Public Entities as and to the extent required by the Project Implementation Agreement, are attached to the Project Implementation Agreement as Exhibit F.

5. Ownership and Mortgaging of Fee Interest in Property. As of the date hereof, each Public Entity owns its respective interest in the Site in trust and has not transferred its ownership interest in the Site (other than to another Public Entity pursuant to a Convention Center Lease, as applicable) or under the Project Implementation Agreement. No Public Entity has authorized or consented to the recordation of any deed of trust, mortgage or other foreclosable lien on its respective ownership interest in the Site or its interest in the Project Implementation Agreement, except as set forth in the Indenture and Bond Purchase and Continuing Covenant Agreement with respect to the 2022 Assigned Rights and Assigned Rights (as defined in the Indenture).

6. Intentionally Omitted. [NTD: DELETION SUBJECT TO RECEIPT AND REVIEW OF THE FINAL SENIOR PIA PROTECTION AGREEMENT]

7. Self-Help Remedies. Each Public Entity agrees that the self-help and payment rights granted to the Public Entities in Sections 18.5 (other than with respect to any lien encumbering the fee interest in the Site) and 21.2.2 of the Project Implementation Agreement, to the JEPA in Section 7.7(c) of the Facility Lease (other than with respect to any lien encumbering the fee interest in the Site) and shall not be exercised until all applicable notice and cure periods

(including, without limitation, those rights granted to Permitted Lenders under the provisions of Annex I attached hereto) have expired without the cure of the underlying Event of Default or breach giving rise to such self-help rights, except, solely with respect to the Public Entities' rights under Section 21.2.2 of the Project Implementation Agreement and during the existence of an Event of Default, to the extent (i) required to prevent imminent harm to health and human safety or (ii) required to prevent imminent and material damage to property.

8. Non-Disturbance. The Public Entities and Developer acknowledge and agree, for the benefit of the Marriott Parties, to the provisions of Article 23 of the Project Implementation Agreement and Article 23 of the Project Implementation Agreement is hereby incorporated by this reference as though set forth herein in full. The Public Entities acknowledge and agree that the rights of each of the Marriott Parties under this Section are expressly intended to survive any surrender, cancellation or termination of the Project Implementation Agreement and/or any Convention Center Lease, or any rejection or disaffirmance of any of the foregoing pursuant to bankruptcy law or other Law affecting creditors' rights, or as the result of any other termination of the Project Implementation Agreement and/or any Convention Center Lease for any reason whatsoever. The Public Entities agree not to amend, modify or replace any of the Convention Center Leases in any manner that is inconsistent with or would circumvent the intent of the this Section, unless such amendment, modification or replacement has been approved in writing by both Marriott Parties.

9. HMA SNDA Remedies. The Public Entities agree that the rights and remedies granted thereto pursuant to Sections 3A., 3B., 6A. and 6B. of the Convention Center Agreement, dated as of the date hereof among the Public Entities, Hotel Operator and Tenant contemplated by Section 22.3 of the Project Implementation Agreement (the "Public HMA SNDA") shall not be exercised until all applicable notice and cure periods (including, without limitation, those granted to Permitted Lenders pursuant to Annex I attached hereto) have expired without the cure of the underlying Event of Default or breach giving rise to any right or remedy of the Public Entities under the Public HMA SNDA. Each Public Entity agrees not to amend, modify or replace the Public HMA SNDA in any manner that is inconsistent with or would circumvent the intent of this Section 9, unless such amendment, modification or replacement has been approved in writing by both Marriott Parties.

10. New Agreement. The Public Entities acknowledge and agree that the rights of either Marriott Party (or a SPE Lender Affiliate designated by either Marriott Party to act on behalf of either Marriott Party and the Lenders in accordance with Section 3(b) of Annex I attached hereto) as a Permitted Lender under Section 3(b)(iv) of Annex I attached hereto shall and are expressly intended to survive any surrender, cancellation or termination of the Project Implementation Agreement, or any rejection or disaffirmance thereof pursuant to bankruptcy law or other Law affecting creditors' rights, or as the result of any other termination of the Project Implementation Agreement for any reason whatsoever in the manner described in Section 3(b)(iv) of Annex I attached hereto, other than as a direct result of either Marriott Party's election not to Complete pursuant to Section 7(b) of Annex I attached hereto. If either Marriott Party (or a SPE Lender Affiliate designated by either Marriott Party to act on behalf of either Marriott Party in accordance with Section 3(b) of Annex I attached hereto) (as applicable, for the

purposes of this Agreement, the “**New Developer**”) enters into a New Agreement with the Public Entities in accordance with Section 3(b)(iv) of Annex I attached hereto, then:

10.1 New Developer will be permitted to assign the New Agreement only to a permitted assignee to which the Sublease has been assigned in accordance with Annex I attached hereto.

10.2 Intentionally Omitted.

10.3 Developer will have no right, title or interest in or to such New Agreement or any other interest of New Developer therein.

10.4 If any representations and warranties are required to be made by New Developer pursuant to such New Agreement that correspond to the representations and warranties set forth in Sections 20.3 of the Project Implementation Agreement, the same shall be reasonably revised as necessary to reflect the facts applicable to New Developer.

11. Bankruptcy of Developer or Public Entities.

11.1 Notwithstanding anything to the contrary, if Developer becomes a debtor in a proceeding under the United States Bankruptcy Code (11 U.S.C. § 101, et seq., as amended, and any successor statute) (the “Bankruptcy Code”), or any successor or similar statute or law, and the Project Implementation Agreement is rejected in such case or if any court or other authority of competent jurisdiction finally determines that the Project Implementation Agreement has been terminated, the Public Entities shall promptly enter into a New Agreement as provided in Section 3(b)(iv) of the Annex I attached hereto. The agreements among the Public Entities and the Marriott Parties contained in this Agreement and the provisions of the Project Implementation Agreement and Convention Center Leases of which Permitted Lenders are third party beneficiaries are for the benefit of the Marriott Parties and are independent of any agreements with Developer contained in this Agreement, in the Project Implementation Agreement, or in such Convention Center Leases. If Developer rejects, or attempts to reject, this Agreement or the Project Implementation Agreement under Section 365 of the Bankruptcy Code, or any similar or successor statute, or any rejection occurs thereunder for any reason, such rejection will have no effect on either Marriott Party’s rights as to the Public Entities under this Agreement or such sections of the Project Implementation Agreement and Convention Center Leases, which rights will remain in full force and effect. Developer further agrees that it shall not assume or assume and assign the Project Implementation Agreement in such a proceeding for Developer without the prior written consent of both Marriott Parties. Each Public Entities agrees that it shall not consent to Developer’s assumption or assumption and assignment of the Project Implementation Agreement in any such proceeding for Developer without the prior written consent of both Marriott Parties.

11.2 If any Public Entity becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law, Developer shall not make

any election or exercise any rights under Section 365 of the Bankruptcy Code or any successor or similar statute, including, without limitation, any election to treat the Project Implementation Agreement as terminated in the event that the Project Implementation Agreement is rejected or consent to the assumption and assignment of the Project Implementation Agreement, without the prior written consent of both Marriott Parties. The Public Entities and Developer agree that no consent or stipulation by Developer with respect to the Project Implementation Agreement or the Facility in any such proceeding for any Public Entity will be effective unless both Marriott Parties joins therein in writing.

11.3 Nothing in the Project Implementation Agreement the Convention Center Leases or any other agreement entered into in connection any of the foregoing restricts, impairs, hinders, or modifies any right that any Permitted Lender has in any Bankruptcy Case pursuant to the Project Implementation Agreement or this Section above. Nothing in this Section shall be construed as limiting any Public Entity's right to assign the Project Implementation Agreement in the event any of the Public Entities becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law; provided, in all such cases, its interests in the applicable Convention Center Leases to which it is a party are assigned therewith.

12. Intentionally Omitted.

13. Agreement With Subsequent Marriott Party. If either Marriott Party so requests, the Public Entities will enter into an agreement containing some or all of the provisions contained herein, as determined to be applicable by the Public Entities and both Marriott Parties, in substantially the same form as this Agreement, with a subsequent mezzanine lender entity approved or permitted pursuant to the terms of the Project Implementation Agreement and the Sublease.

14. Exculpation. Except as provided in Section 3(d) of Annex I attached hereto with respect to the attempted cure of any non-monetary Event of Default, no Lender Parties (other than the party acquiring the direct interest in the Project Implementation Agreement as provided in Section 3(d) of Annex I attached hereto or the New Developer under a New Agreement, as applicable, in each case, to the extent provided in the Project Implementation Agreement) shall have any personal liability therefor, and each Public Entity hereby expressly waives and releases such liability on behalf of itself and all persons claiming by, through or under such Public Entity. The limitations of liability contained in this Section shall inure to the benefit of the Lender Parties. Notwithstanding any contrary provision herein, in the Project Implementation Agreement or any of the Convention Center Leases, no Lender Party (other than the party acquiring the direct interest in the Project Implementation Agreement as provided in Section 3(d) of Annex I attached hereto or the New Developer under a New Agreement, as applicable, in each case, to the extent provided in the Project Implementation Agreement) shall be liable under any circumstances for any indirect, special, consequential, exemplary or punitive damages in connection with the Project Implementation Agreement, any Convention Center Lease, any New Lease and/or this Agreement, and this provision shall survive any termination of this Agreement.

For the purposes hereof, “Lender Parties” means, collectively, the Marriott Parties, all present and future partners, beneficiaries, officers, directors, trustees, designees, shareholders, agents and employees of the Marriott Parties, and their respective partners, heirs, successors and assigns. Nothing in this Section shall be construed as limiting either Marriott Party’s right to seek injunctive or declaratory relief under this Agreement, the Project Implementation Agreement or any New Agreement, including the right to seek specific performance of any party’s obligations thereunder.

15. Intentionally Omitted.

16. Successors, Assigns, Etc. Notwithstanding anything to the contrary, each Marriott Party may exercise its rights and interests in and under the Project Implementation Agreement and this Agreement through an affiliate, successor, assignee, designee, nominee or other person or entity, acting in its own name or in such Marriott Party’s name and any such party shall have the same protections, rights and limitations of liability as are provided to each Marriott Party under the Project Implementation Agreement, this Agreement or any document ancillary to either thereof.

17. Further Documents. The Public Entities and Developer will execute and deliver to the Marriott Parties such other and further instruments or assurances as either of them may reasonably request in order to more fully carry out the intents and purposes of this Agreement; provided that, in the case of the Public Entities, all such instruments or assurances shall be consistent in all material respects with the terms of the Resolution, the Project Implementation Agreement and this Agreement, not increase the obligations of the Public Entities under the Project Implementation Agreement or this Agreement or limit or otherwise modify the rights of the Public Entities thereunder or hereunder, and approved as to form and legality by the Public Entities’ respective legal counsel. Notwithstanding the foregoing, the Public Entities reserve the right to take any such instrument or assurances to to their respective governing boards for approval.

18. Binding Effect; References to Parties; Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All references to Developer in this Agreement include the Developer specifically named above and all successors and permitted assigns thereof as holders of the interest of the “Developer” under the Project Implementation Agreement. All references to the Public Entities in this Agreement include the Public Entities specifically named above and all successors and permitted assigns thereof as holders of their respective interests in the Project Implementation Agreement and the Convention Center Leases, each as applicable. Except as modified by this Agreement, all of the terms and provisions of the Project Implementation Agreement will remain in full force and effect. In the event of a conflict between the Project Implementation Agreement and this Agreement, the terms and provisions of this Agreement will control.

19. Limitation on Liability. Notwithstanding anything to the contrary in this Agreement, none of the Public Entities shall be liable for any monetary damages of any kind under this Agreement and the only remedies that a Permitted Lender, including, without limitation, the Marriott Parties, and any of their respective successors or permitted assigns, shall

have in enforcing its rights under this Agreement against the Public Entities shall be the right to pursue injunctive relief, declaratory relief and/or specific performance (in each such case, without the requirement of posting any bond or other security). In connection with the foregoing, the Public Entities agree not to assert as a defense in any action by a Permitted Lender for injunctive relief or specific performance, that injunctive relief or specific performance is not an available remedy on the grounds that monetary damages are an adequate remedy. The foregoing shall not be construed as limiting any other defense available to the Public Entities in any such action.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California.

21. Notices. Any notice to or demand upon the Marriott Parties, Developer or the Public Entities pursuant to this Agreement will be deemed to have been sufficiently given three (3) Business Days after the date such notice or demand is deposited in the United States mails, registered or certified postage prepaid, return receipt requested or when received if sent by hand or overnight courier service, addressed to the recipient at its address set forth below or at such other address as the recipient may have directed by notice to the other parties in accordance herewith:

Mezzanine Lender:

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

With a copy to:

Gibson, Dunn and Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071
Attention: Drew Flowers, Esq.
Facsimile: 213-229-7885
Email: DFlowers@gibsondunn.com

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

With a copy to:

Gibson, Dunn and Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071
Attention: Drew Flowers, Esq.
Facsimile: 213-229-7885
Email: DFlowers@gibsondunn.com

Marriott Guarantor:

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,
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Gibson, Dunn and Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071
Attention: Drew Flowers, Esq.
Facsimile: 213-229-7885
Email: DFlowers@gibsondunn.com

Developer: _____

Port District: _____

JEPA: _____

City: _____

22. Term. This Agreement shall commence on the Effective Date and shall terminate upon the earliest to occur of (a) the date that Mezzanine Borrower's obligations under the Mezzanine Loan Documents and the Reimbursement Loan Documents are indefeasibly paid and performed in full in accordance with the terms thereof, the Security Instrument has been reconveyed and all commitments in respect of the Mezzanine Loan and the Reimbursement Agreement have been terminated; (b) the date upon which the Termination Obligations have been satisfied in accordance with Section 10.6.2.2 of the Ground Lease; and (c) the date upon which the Public Entities and New Developer enter into a New Agreement and the Public Entities have satisfied all of their respective obligations in connection with such New Agreement pursuant to Section 10 of this Agreement.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Public Entities, Developer and the Marriott Parties have duly executed and delivered this Agreement as of the date appearing on the first page of this Agreement.

PORT DISTRICT:

By _____
Its _____

JEPA:

By _____

Its _____

CITY:

By _____

Its _____

DEVELOPER:

By _____
Its _____

MEZZANINE LENDER:

MARRIOTT INTERNATIONAL CAPITAL CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

MARRIOTT GUARANTOR:

MARRIOTT INTERNATIONAL, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

TRUSTEE THIRD PARTY BENEFICIARY ACKNOWLEDGEMENT AND CONSENT

TRUSTEE, AS A THIRD PARTY BENEFICIARY OF CERTAIN PROVISIONS OF THE CONVENTION CENTER LEASES AND HOLDER OF THE 2022 ASSIGNED RIGHTS AND THE ASSIGNED RIGHTS (AS DEFINED IN THE AUTHORITY INDENTURE), ACKNOWLEDGES AND CONSENTS TO THE FOREGOING AGREEMENT AND CONFIRMS THAT ITS RIGHTS TO ENFORCE ANY OF THE CONVENTION CENTER LEASES OR ANY RIGHTS OR REMEDIES ON ACCOUNT OF THE ASSIGNED RIGHTS AGAINST THE DEVELOPER (AS DEFINED IN THE PROJECT IMPLEMENTATION AGREEMENT), RIDA (AS DEFINED IN THE SUBLEASE) OR THE FACILITY (AS DEFINED IN THE PROJECT IMPLEMENTATION AGREEMENT) (AS OPPOSED TO ANY RIGHTS OR REMEDIES IT MAY HAVE AGAINST THE PUBLIC ENTITIES) ARE SUBJECT TO THE NOTICE AND CURE RIGHTS GRANTED TO THE PERMITTED LENDERS IN THE PROJECT IMPLEMENTATION AGREEMENT, THE SUBLEASE, THE FOREGOING AGREEMENT, AND THE MORTGAGEE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE, DATED AS OF THE DATE HEREOF, ENTERED INTO WITH RESPECT TO THE SUBLEASE, AND TRUSTEE SHALL NOT ENFORCE ANY PROVISION OF THE PROJECT IMPLEMENTATION AGREEMENT, THE CONVENTION CENTER LEASES OR ANY OF THE ASSIGNED RIGHTS AGAINST THE DEVELOPER (AS DEFINED IN THE PROJECT IMPLEMENTATION AGREEMENT), RIDA (AS DEFINED IN THE SUBLEASE) OR THE FACILITY (AS DEFINED IN THE PROJECT IMPLEMENTATION AGREEMENT) UNLESS AND UNTIL ALL SUCH NOTICE AND CURE PERIODS OF THE PERMITTED LENDERS HAVE EXPIRED AND THE UNDERLYING BREACH OR EVENT OF DEFAULT (OTHER THAN ANY INCURABLE DEFAULT), AS APPLICABLE, REMAINS UNCURED. THE FOREGOING AGREEMENT SHALL BE BINDING UPON TRUSTEE AND ITS SUCCESSORS AND ASSIGNS.

TRUSTEE:

By _____
Its _____

EXHIBIT A
(Attach Copy of Project Implementation Agreement)

EXHIBIT B

(List of Loan Documents)

ANNEX I

FINANCING ENCUMBRANCES

[NTD: TO BE CONFORMED TO FINAL VERSION OF ANNEX I OF THE MPA (PIA) WITH THE MORTGAGE LENDERS.]

Section 1. Permitted Financing Encumbrances. Developer shall not encumber or hypothecate its interest in and to the Project Implementation Agreement except as set forth in this Annex I. If, under the Ground Lease, Landlord (as defined in the Ground Lease) consents to a Permitted Lender (as defined in the Ground Lease) and to Tenant (as defined in the Ground Lease) encumbering or hypothecating the Ground Lease, Tenant's leasehold interest under the Ground Lease, or the Improvements (as defined in the Ground Lease) thereon, or any part thereof or interest therein or the granting of a security interest in the direct or indirect equity interests in Tenant under the Ground Lease in accordance with the Ground Lease in connection with any Financing Transaction (as defined in the Ground Lease), then the Public Entities shall be deemed to have consented to such Permitted Lender and to Developer encumbering or hypothecating (and Developer may encumber or hypothecate) its right, title and interest in and to the Project Implementation Agreement (such encumbrance or hypothecation being referred to herein as a "Financing Transaction"), and the granting of a security interest in the direct or indirect equity interests in Tenant, respectively, as security for such, or for any transaction that is secured by such, Financing Transaction (as defined in the Ground Lease), pursuant to any mortgage, deed of trust, security agreement, pledge agreement or other similar instrument that is the same as, or in substantially the same form as, the mortgage, deed of trust, security agreement, pledge agreement or other similar instrument to which Landlord consented under the Ground Lease.

Section 2. Certain Definitions. Each mortgage, deed of trust or similar security instrument securing Developer's payment and performance in connection with the Financing Transaction by a Permitted Mortgage Lender that is deemed consented to by the Public Entities is a "Permitted PIA Financing Encumbrance". Any security agreement, pledge agreement or similar instrument or agreement that creates any security interest in the Mezzanine Interests securing Developer's payment and performance in connection with any Financing Transaction by a Permitted Mezzanine Lender that is deemed consented to by the Public Entities is a "Permitted Equity Financing Encumbrance" (together with the Permitted PIA Financing Encumbrance, "Permitted Financing Encumbrance"). The term "Permitted Mortgage Lender" means any lender that is deemed approved by the Public Entities pursuant to Section 1 of this Annex I above and that is a party to a Financing Transaction for a Permitted PIA Financing Encumbrance made in accordance with this Agreement. The consent or deemed consent of the Public Entities shall not be required for an assignment or transfer of indebtedness secured by a Permitted Financing Encumbrance, where the terms and conditions of the Permitted Financing Encumbrance are not changed or modified in a manner for which Developer must obtain consent from the Public Entities under Section 7(c) of this Annex I. The term "Permitted Lender" means each Permitted Mortgage Lender and each Permitted Mezzanine Lender, or any one thereof. For the avoidance of doubt, a holder of indebtedness that is secured by any

Financing Transaction, but that is not a Permitted Mortgage Lender because it is not a party to a Financing Transaction (i.e., the holder of some or all of the indebtedness that is secured by a Permitted PIA Financing Encumbrance in favor of an agent that holds collateral as security for such indebtedness) need not be approved or deemed approved by City, and may assign or transfer such indebtedness without consent or approval or deemed consent or deemed approval from any of the Public Entities, but shall not be a Prohibited Person. The term “Equity Collateral Enforcement Action” means any action or proceeding or other exercise of a Permitted Mezzanine Lender's rights and remedies in connection with its security interests in (or from) a [Pledgor] in order to realize upon its equity collateral, including, without limitation, the acceptance of an assignment in lieu of foreclosure for the equity collateral. With respect to any Permitted Equity Financing Encumbrance, (a) the granting of such Permitted Equity Financing Encumbrance shall not be deemed a Change of Control (as defined in the Sublease) of Developer, and (b) any enforcement action and/or the completion of any Equity Collateral Enforcement Action (including, without limitation, the acquisition of all (or substantially all) of the direct or indirect ownership of Developer) or the exercise of voting control over Developer by a Permitted Mezzanine Lender with respect to such equity collateral security interest shall not be deemed a Change of Control of Developer and shall not be prohibited by the Project Implementation Agreement.

Section 3. Rights of Permitted Lenders. [NTD: CONFORMED TO GROUND LEASE. SAME CHANGES NEED TO BE MADE TO SUBLEASE]

(a) Voluntary Sublease Surrender. So long as a Permitted Financing Encumbrance remains outstanding, no Public Entity will accept the voluntary surrender, cancellation, or termination of the Project Implementation Agreement by Developer before the Term expires, unless each Permitted Lender with an outstanding Permitted Financing Encumbrance provides prior written consent thereto. Nothing in this Section 3(a) shall impair any Public Entity's right to terminate the Project Implementation Agreement as a result of an Event of Default or by reason of any Public Entity's other rights to terminate the Project Implementation Agreement as set forth in the Project Implementation Agreement, subject to the Permitted Lender's notice and cure rights pursuant to Section 3(b) of this Annex I, if applicable, and the New Agreement rights pursuant to Section 3(b)(iv) of this Annex I, if applicable.

(b) Right to Cure/New Agreement.

(i) Notice of Default. So long as one or more loans secured by a Permitted Financing Encumbrance remain outstanding, the Public Entities hereby agree to give each Permitted Lender with a Permitted Financing Encumbrance that has provided the Public Entities with its address and has requested a copy of the same, a copy of any written notice that the Public Entities give to Developer pursuant to Section 21.1 of the Project Implementation Agreement, at the same time as the Public Entities send such notice to Developer. Such notice shall be deemed delivered to such Permitted Lender(s) in accordance with Section 26.1 of the Project Implementation Agreement, whereupon each Senior Permitted Lender (as defined below) shall have the right, but not the obligation, to cure the default or Event of Default set forth in such notice. The Project Implementation Agreement shall not terminate as a result of an Event of

Default if a Senior Permitted Lender cures such Event of Default within: (i) thirty (30) days after the applicable Permitted Lender has received such notice of an Event of Default in the payment of Construction Late Charges; or (ii) subject to the terms of Section 3(b)(ii), the later of: (A) ninety (90) days after the date on which such Permitted Lender has received such notice of any other Event of Default under the Project Implementation Agreement (the “Cure Period Trigger Notice”) or (B) in the case of Senior Permitted Mortgage Lender only, if a Permitted Equity Financing Encumbrance that has not been released exists when such Senior Permitted Mortgage Lender receives the Cure Period Trigger Notice, sixty (60) days after the date on which Senior Permitted Mortgage Lender has received the Permitted Mezzanine Lender Failure Notice (defined below). Provided such cure is completed within the applicable time frames set forth in this Section 3.2(b), the Public Entities shall accept performance of the terms of the Project Implementation Agreement by any Senior Permitted Lender, or any agent, nominee or designee of any Senior Permitted Lender that a Permitted Lender notifies the Public Entities in writing is performing the cure rights on behalf of and for the Permitted Lender under this Section 3(b)(i) (each, a “Designated Nominee”) as if such cure was performed by Developer, regardless of whether there has been an Event of Default. If there is more than one Permitted Mortgage Lender, then the Public Entities shall only be required to recognize the cure rights of the Permitted Mortgage Lender (whether such cure rights are exercised by such Permitted Mortgage Lender or its Designated Nominee) that has been most recently designated as authorized to exercise cure rights by the Permitted Mortgage Lender with the earliest recorded Permitted PIA Financing Encumbrance that has not been reconveyed (the “Senior Permitted Mortgage Lender”); and if there is more than one Permitted Mezzanine Lender, then the Public Entities shall only be required to recognize the cure rights of the Permitted Mezzanine Lender (whether such cure rights are exercised by such Permitted Mezzanine Lender or its Designated Nominee) that has been most recently designated as authorized to exercise cure rights by the Permitted Mezzanine Lender with the earliest filed Permitted Equity Financing Encumbrance that has not been released (the “Senior Permitted Mezzanine Lender”); and, together with Senior Permitted Mortgage Lender, a “Senior Permitted Lender”). The Public Entities shall accept any such notice from the Senior Permitted Lender without the necessity of further inquiry, and without liability to the Public Entities, Developer or any Permitted Lender, that such Permitted Lender has the right to exercise any cure rights under the Project Implementation Agreement and this Agreement and, in the case of the Senior Permitted Mortgage Lender, enter into a New Agreement as set forth in Section 3.2(b)(iv) of this Annex I. Such a notice from a Senior Permitted Mortgage Lender or the Senior Permitted Mezzanine Lender shall be valid for all purposes until such time as (A) such Senior Permitted Mortgage Lender or the Senior Permitted Mezzanine Lender, as the case may be informs the Public Entities in writing that its notice is no longer valid, (B) in the case of the Senior Permitted Mortgage Lender, Landlord receives a new written notice from the succeeding Permitted Mortgage Lender with the earliest recorded Permitted Financing Encumbrance that is outstanding stating that the prior Permitted Mortgage Lender with the earliest recorded Permitted PIA Financing Encumbrance no longer has an outstanding Permitted PIA Financing Encumbrance as evidenced by a copy of the recorded reconveyance of the Deed of the Trust for such prior Permitted Mortgage Lender; or (C) in the case of the Senior Permitted Mezzanine Lender, the Public Entities receive a new written notice from the succeeding Permitted Mezzanine Lender with the earliest filed Permitted Equity

Financing Encumbrance that is outstanding stating that the prior Permitted Mezzanine Lender with the earliest recorded Permitted Equity Financing Encumbrance no longer has an outstanding Permitted Equity Financing Encumbrance as evidenced by a copy of the filed termination of the UCC-1 Financing Statement for such prior Permitted Mezzanine Lender.

(ii) Possession Required. If the default or Event of Default specified in the applicable Cure Period Trigger Notice cannot be cured until the applicable Senior Permitted Lender has obtained possession of the Facility (or, in the case of a Senior Permitted Mezzanine Lender, control of Tenant) through foreclosure or otherwise, and if a Permitted Lender has delivered to the Public Entities, within ninety (90) days following its receipt of the Cure Period Trigger Notice (or, in the case of a Senior Permitted Mortgage Lender, sixty (60) days after the applicable Permitted Mezzanine Lender Failure Notice (defined below) if a Permitted Equity Financing Encumbrance existed at the time of the applicable Event of Default), such Senior Permitted Lender's written intent (in a form approved by the Public Entities, which approval shall not be unreasonably withheld, conditioned or delayed) to use diligent efforts to cure (or to cause Developer to cure) such Event of Default with due diligence upon obtaining possession of the Facility (or, in the case of a Senior Permitted Mezzanine Lender, control of Tenant) through foreclosure or otherwise, then such Senior Permitted Lender shall have such additional time (but in no event to exceed one hundred and fifty (150) days from the date such Senior Permitted Lender obtains possession of the Facility or control of Developer, as applicable as is reasonably necessary to cure (or to cause Tenant to cure) such default or Event of Default (unless such default or Event of Default arises from Developer's failure to timely Complete, in which case the provisions of Section 7(b) of this Annex I) shall govern the cure of such default or Event of Default), but only if such Senior Permitted Lender: (i) unless judicially stayed, commences and prosecutes its judicial or other foreclosure with due diligence, which foreclosure, (I) in the case of a Senior Permitted Mezzanine Lender, shall be completed within ninety (90) days following receipt of the applicable Cure Period Trigger Notice, and (II) in the case of a Senior Permitted Mortgage Lender, shall be completed within the one hundred eighty (180) days following receipt of a Permitted Mezzanine Lender Failure Notice (provided, that if there is no Permitted Equity Financing Encumbrance at the time of the applicable Event of Default, then such 180-day period shall commence upon Senior Permitted Mortgage Lender's receipt of the applicable Cure Period Trigger Notice); and (ii) such Senior Permitted Lender cures, during the period set forth in Section 3(b)(i), all monetary Events of Default and, during the period of said stay and/or foreclosure, continues to pay and perform during said period of stay and/or foreclosure all other monetary obligations of Tenant in a timely manner, including, without limitation, payment of all Construction Late Charges (if applicable) and all other amounts required to be paid by Developer under the Project Implementation Agreement (without duplication of amounts, if any, paid by Developer or Completion Guarantor on account of such monetary Events of Default or other monetary obligations). Notwithstanding anything herein to the contrary, (W) the Public Entities shall promptly deliver to Senior Permitted Mortgage Lender written notice of, based on information that is available to the Public Entities at such time, without the duty of investigation, and without creating a fiduciary obligation to, or subjecting itself to any liability from, any Permitted Mortgage Lender or any Permitted Mezzanine Lender (I) any failure of the Senior Permitted Mezzanine Lender to (A) timely provide notice of its

intent to use diligent efforts to cure (or to cause Developer to cure) the applicable Event of Default as required by this Section, (B) cure the applicable Event of Default as required by this Section, or (C) pursue or complete the foreclosure of its Permitted Equity Financing Encumbrance as required by this Section or cure any monetary Event of Default during the pendency thereof, or (II) any election by the Permitted Mezzanine Lender (or by its affiliates or designees) not to Complete in accordance with Section 7(b) of this Annex I (such notice of any of the foregoing described in (I) or (II), with respect to a given Event of Default, a “Permitted Mezzanine Lender Failure Notice”); (X) nothing herein shall prohibit Senior Permitted Mezzanine Lender from completing the foreclosure of its Permitted Equity Financing Encumbrance following the 90-day period granted above (so long as such proceedings were commenced and diligently pursued during such period) and/or subsequently curing the applicable Event(s) of Default, so long as such cure is effectuated during the 150-day period following the date when the Senior Permitted Mezzanine Lender obtains control of Tenant and, in all events, prior to the consummation of any foreclosure by the Senior Permitted Mortgage Lender within the 180-day period referred to above (it being understood that the Public Entities will accept any cure effectuated during that period); (Y) nothing herein shall require a Senior Permitted Lender who has taken possession of the Premises or, in the case of an Equity Collateral Enforcement Action, control of Developer, to cure any non-monetary default that, by its nature, is not reasonably capable of being cured by the Senior Permitted Lender, or in the case of an Equity Collateral Enforcement Action, Developer, or is a Bankruptcy Event (an “Incurable Default”); and (Z) all of the time periods set forth in this Section 3(b) to cure any non-monetary Event of Default shall be extended one day for each day the applicable Senior Permitted Lender is prevented from exercising its rights or remedies hereunder or curing any applicable Event of Default by reason of any judicial stay or Force Majeure Event. All such Incurable Defaults shall be deemed to be permanently waived following the Senior Permitted Lender’s taking possession of the Premises or, in the case of an Equity Collateral Enforcement Action, control of Developer. All monetary obligations and all non-monetary obligations that are not Incurable Defaults shall still be performed as required under the Project Implementation Agreement, subject, in the case of non-monetary obligations, to the extended cure periods set forth in this Section 3(b). In no event shall nuisance or waste caused by Developer’s failure to construct, operate and maintain the Facilities in accordance with the requirements of the Project Implementation Agreement be an Incurable Default. Each Permitted Lender acknowledges and agrees that it is the sole responsibility of each Permitted Lender to remain apprised of the condition of the Developer and the Facility at all times and the Public Entities shall have no obligation to any Permitted Lender to provide any notice to Permitted Lender regarding the condition of the Developer or the Facility except as expressly set forth in this Annex I and the Project Implementation Agreement. Each Permitted Lender agrees to coordinate in good faith with each other Permitted Lender when executing its respective rights and obligations under this Section 3(b).

(iii) No Termination by Public Entities. The Public Entities shall not terminate the Project Implementation Agreement by reason of an Event of Default if the Public Entities has failed to comply with its obligations under Section 3 of this Annex I or if a Permitted Lender has cured all other Events of Default within the time frames provided in Sections 3(b)(i)(y) and 3(b)(ii) of this Annex I, other than any Incurable Default.

(iv) **[NTD: CONFORMED TO GROUND LEASE. SAME CHANGES NEED TO BE MADE TO CORRESPONDING SECTION OF SUBLEASE]** New Agreement. In the event of any termination of the Project Implementation Agreement of which the Public Entities have received written notice by reason of a surrender, cancellation, or termination by Developer, excluding any termination under Sections 5.1(d) or 5.2(b) of the Sublease, or as a result of the rejection or disaffirmance of the Project Implementation Agreement pursuant to bankruptcy law or other Law affecting creditors rights, or as a result of any other termination of the Project Implementation Agreement for any reason, or in the event the Permitted Lenders are entitled to a New Ground Lease and/or a New Sublease, as defined in and in accordance with the Ground Lease and Sublease, respectively **[NTD: THIS NEEDS TO BE FIXED IN THE SUBLEASE AND GROUND LEASE TO PRESERVE SINGLE OWNER]**, then the Public Entities shall deliver notice to each Permitted Lender that the Project Implementation Agreement has been terminated or rejected, as applicable. The notice shall include a statement of all Events of Default, or breaches under the Project Implementation Agreement, that are then known to the Public Entities, without the duty of inquiry; provided that in no event shall such notice prevent or estop the Public Entities from asserting other breaches under the Project Implementation Agreement or Events of Default that become known to the Public Entities after the time the notice is sent to the Permitted Lender. The Permitted Mortgage Lender or any Permitted Mezzanine Lender or SPE Lender Affiliate (defined below) nominated by the first priority Permitted Mortgage Lender (a “New Developer”) shall then have the option, to be exercised within seventy-five (75) days following receipt of such notice of termination or rejection, as applicable, to enter into a new project implementation agreement (“New Agreement”) with the Public Entities (the period of time during which any Permitted Lender may require a New Agreement, the “New Lease Period”), in each case, on the following terms and conditions:

(A) The New Agreement shall commence as of the date of the termination or rejection of the Project Implementation Agreement, as applicable, and shall be for the remainder of the Term, and on the terms, covenants, and conditions as the Project Implementation Agreement.

(B) Upon execution of the New Agreement, the New Developer shall pay any and all sums that would at the time of execution thereof be due under the Project Implementation Agreement, but for termination, and shall pay all expenses, costs, attorneys’ fees, court costs, and disbursements incurred by the Public Entities in connection with any default and termination of the Project Implementation Agreement, recovery of possession of the Facility, and the execution, preparation and delivery of the New Agreement.

(C) Upon execution of the New Agreement, the New Developer shall cure all other defaults under the Project Implementation Agreement, which have not yet been cured (other than any Incurable Default), with due diligence in a timely manner in accordance with the cure periods under the Project Implementation Agreement assuming such cure periods commence with the execution of the New Agreement and without additional notice (provided that the Public Entities have already provided such notice of such default to New Developer).

(D) Nothing herein shall be construed to require the Public Entities to deliver possession of the Facility to the New Developer. Upon execution and delivery of the New Agreement, the New Developer may take any and all appropriate actions as may be necessary to remove parties in possession from the Facility. The Public Entities shall not grant any interest or development rights in the Facility during the seventy-five (75) day period set forth in Section 3(b)(iv) of this Annex I.

During such seventy-five (75) day period and thereafter if the Permitted Lender designated to exercise the cure rights under Section 3(b)(i) of this Annex I timely accepts such offer of a New Agreement until the termination or expiration of such New Agreement, the lien of the Permitted Mortgage Lender shall continue unaffected by the termination of the Project Implementation Agreement. Upon the effectiveness of such New Agreement, any Incurable Defaults under the Project Implementation Agreement shall be deemed to be permanently waived.

Should neither the Permitted Lender designated to exercise the cure rights under Section 3(b)(i) of this Annex I (or any equivalent agreement with any such Permitted Lender) nor its Designated Nominee accept said offer for such New Agreement in writing within said seventy-five (75) day period, or, having so accepted said offer, should it fail promptly to execute the New Agreement or satisfy the requirements of clauses (B) and (C) of this Section above in a timely manner, then the termination of the Project Implementation Agreement shall be effective as to all of the Permitted Lenders and the Permitted Lenders shall have no further rights hereunder.

Furthermore, if the first priority Permitted Mortgage Lender nominates a Permitted Mezzanine Lender or an SPE Lender Affiliate that is affiliated with a Permitted Mezzanine Lender to receive the New Agreement, then the New Developer may, concurrently or promptly after receipt of the New Agreement, enter into a new Financing Transaction with the Permitted Mortgage Lender(s) and any permitted Mezzanine Lender on substantially the same terms as those of the Financing Transaction(s) in place immediately prior to termination of the Project Implementation Agreement (but with modifications, as necessary, to reflect the New Agreement, New Ground Lease and/or a New Sublease [**NTD: THIS NEEDS TO BE FIXED IN THE SUBLEASE**], and the new identity of the New Developer [**NTD: THIS NEEDS TO BE FIXED IN THE SUBLEASE**]) and the Permitted PIA Financing Encumbrance of the first priority Permitted Mortgage Lender shall continue as a lien on the New Developer's interest in and to such New Agreement with the same priority of such Permitted PIA Financing Encumbrance on the Developer's interest in the Project Implementation Agreement. The security interest on the New Agreement granted in connection with such Financing Transaction, and any security interest granted by a Pledgor in connection with any such Financing Transaction will be a Permitted Equity, will be a Permitted PIA Financing Encumbrance. It is the intent of this provision to permit the Permitted Lender(s) that do not receive a New Agreement (but who are in effect senior to the Permitted Lender receiving (or whose SPE Lender Affiliate receives) the New Agreement) to be in the same position in which they would have been had no Project Implementation Agreement termination occurred. The New Developer will provide to the Public Entities notice of any such Financing Transaction, together with copies of documents evidencing such Financing Transaction and redlines against the previously existing documents evidencing the Financing Transaction that is, in effect, being continued.

Section 4. Loan Default. If a Permitted Financing Encumbrance or any loan secured by a Permitted Financing Encumbrance is in default at any time, then the Permitted Lender shall, as provided by Law, have the right, without any Public Entity's prior consent, to perform the following; provided that the Permitted Lender exercises such rights as to the whole of Permitted Lender's interest in the Ground Lease, the Sublease, and the Project Implementation Agreement and/or Developer, as the case may be, and not portions thereof:

(a) In the case of a Permitted Mortgage Lender, accept an Assignment of the Project Implementation Agreement in lieu of foreclosure or, in the case of a Permitted Mezzanine Lender, accept an assignment of its equity collateral resulting from an Equity Collateral Enforcement Action; or

(b) In the case of a Permitted Mortgage Lender, request that a court of competent jurisdiction appoint a receiver as to any or all of the Facility or cause a foreclosure sale to be held pursuant to either judicial proceedings, power of sale and/or foreclosure proceedings as provided in its Permitted PIA Financing Encumbrance;

(c) In the case of a Permitted Mezzanine Lender, exercise such remedies as may be permitted by its Permitted Equity Financing Encumbrance or applicable Law;

provided, however, that no Assignment or Transfer to the successful bidder (a "Foreclosure Purchaser") that is neither a Permitted Lender, nor an Affiliate of a Permitted Lender that is a special purpose entity set up and operated by a Permitted Lender specifically to take and hold (directly or indirectly) title to the Facility or the Mezzanine Interests ("SPE Lender Affiliate") shall be effective without the prior written consent or deemed consent of the Public Entities in accordance with Section 6 of this Annex I below.

Section 5. Assume Project Implementation Agreement Obligations. Notwithstanding anything in the Project Implementation Agreement to the contrary, (a) in the case of the acquisition of Developer's interest in and to the Project Implementation Agreement in connection with a Permitted PIA Financing Encumbrance and as an express condition thereto, the Foreclosure Purchaser shall, before or concurrently with such acquisition, agree in writing to be bound by all provisions of, and assume each and every obligation of Developer, under the Project Implementation Agreement, and (b) in the case of an Equity Collateral Enforcement Action and as an express condition thereto, the Foreclosure Purchaser shall, before or concurrently with such Equity Collateral Enforcement Action, cause Developer to reaffirm, in writing, promptly after the Equity Collateral Enforcement Action, its obligations under the Project Implementation Agreement; provided, however, that under no circumstance shall such Permitted Lender or such Foreclosure Purchaser have any liability under the Project Implementation Agreement unless and until it becomes a party thereto. Notwithstanding the foregoing, nothing in this Section shall limit the liability of a Permitted Lender for damage or loss caused by Permitted Lender's attempt to cure a non-monetary Event of Default. A Permitted Lender that has: (i) acquired Developer's interest in the Project Implementation Agreement and assumed Developer's obligations thereunder, or (ii) entered into a New Agreement pursuant to Section 3(b)(iv) of this Annex I shall be released from all obligations

under the Project Implementation Agreement first arising after the effective date of the assignment and assumption of such interest under the Project Implementation Agreement to an assignee consented to or deemed consented to by the Public Entities, in accordance with Section 6 of this Annex I.

Section 6. Public Entities' Deemed Consent to Assignment or Transfer or Bidders.

(a) Deemed Consent to Assignment. The consent of the Public Entities shall not be required for a Transfer to a Foreclosure Purchaser that is a Permitted Lender or an SPE Lender Affiliate. If (x) Landlord under the Ground Lease consents to any of the following in accordance with the Ground Lease or (y) a referee finds in accordance with the judicial reference procedure set forth in Section 10.4.3 of the Ground Lease that Landlord under the Ground Lease shall have consented to any of the following: (1) an Assignment to a Foreclosure Purchaser that is neither a Permitted Lender, nor an SPE Lender Affiliate, or (2) [an Assignment or Sublease (as defined in the Ground Lease) of all or Substantially All of the Premises and the Improvements (each as defined in the Ground Lease)]***[NTD: THIS NEEDS TO BE FIXED IN THE SUBLEASE – GROUND LESSOR ONLY CONSENTING RE ASSIGNMENT/SUBLEASE UNDER GROUND LEASE AND CONSENT UNDER THE SUBLEASE SHOULD BE DEEMED GRANTED]*** to a Person by a Permitted Lender or an SPE Lender Affiliate should such entity become the Developer by reason of: (i) being the successful bidder upon said foreclosure, (ii) an assignment in lieu of foreclosure, or (iii) a New Lease entered into pursuant to Section 10.3.2(d) of the Ground Lease (each capitalized term in clauses (1) and (2) above shall have the meaning assigned thereto in the Ground Lease), then the Public Entities shall be deemed to have consented to (A) an Assignment of the Sublease and Project Implementation Agreement to such Foreclosure Purchaser or (B) an Assignment of the Sublease and Project Implementation Agreement to the Person described in clause (2) by a Permitted Lender or an SPE Lender Affiliate.

(b) Cancellation; Surrender; Modification; Amendment. There shall be no voluntary cancellation, surrender (which term shall be deemed to include rejection by any Public Entity of the Project Implementation Agreement in a Bankruptcy Case in which any Public Entity is a debtor) or modification of the Project Implementation Agreement that is binding on any Permitted Lender (other than correction of scrivener's errors), without the prior written consent of each Permitted Lender (but nothing herein shall prevent the Public Entities or Developer from terminating the Project Implementation Agreement pursuant to the express terms hereof, subject, however, to the rights of the Permitted Lender designated to exercise the cure rights to obtain a New Agreement in accordance with Section 3(b)(iv) of this Annex I). So long as a Permitted Financing Encumbrance remains outstanding, none of the Public Entities shall grant consent or be deemed to consent to any voluntary cancellation, surrender, amendment or modification of the Project Implementation Agreement that is not consented to in writing by each Permitted Lender with an outstanding Permitted PIA Financing Encumbrance of which the Public Entities have received notice.

(c) Deemed Consent to Potential Bidders. No consent or deemed consent shall be required from any of the Public Entities for a Transfer of the Project Implementation Agreement to a Foreclosure Purchaser that is a Permitted Lender or an SPE Lender Affiliate. If Landlord under the Ground Lease consents to an Equity Collateral Enforcement Action (as defined in the Ground Lease) that is a foreclosure on the Mezzanine Interests (as defined in the Ground Lease) in accordance with the Ground Lease, then the Public Entities shall be deemed to have consented to an Equity Collateral Enforcement Action that is a foreclosure on the Mezzanine Interest.

Section 7. Miscellaneous.

(a) Estoppel Statements. Upon not less than fifteen (15) Business Days' notice by Developer, the Public Entities shall execute, acknowledge and deliver to Developer, or if requested by Developer in writing, any Permitted Lender or prospective qualified Permitted Lender, as applicable, an estoppel statement in substantially the form of [Annex II] attached to the Project Implementation Agreement without any material changes. [*NTD: WHERE IS FORM OF PIA ESTOPPEL?*]

(b) Completion of the Convention Center. If any Foreclosure Purchaser acquires the sub-subleasehold interest under the Sublease (or the equity interests in Tenant) before the date when the Convention Center Improvements are Completed, such Foreclosure Purchaser shall make an election within sixty (60) days of such acquisition (the "Election Period") either to (1) Complete the Tenant's Initial Project Improvements and the Convention Center Improvements in accordance with the Ground Lease, the Sublease and the Project Implementation Agreement and assume (or, in the case of a Foreclosure Purchaser acquiring the equity interests in Tenant through a Permitted Equity Financing Encumbrance, cause Tenant to reaffirm) the obligations of Tenant under the Ground Lease, the Sublease and the Project Implementation Agreement; or (2) not Complete the Tenant's Initial Project Improvements and the Convention Center Improvements in accordance with the Ground Lease, the Sublease and the Project Implementation Agreement, in which case under this subsection (2) if: (A) such Foreclosure Purchaser acquired its interest pursuant to a Permitted Equity Financing Encumbrance, then all of such Foreclosure Purchaser's cure periods under the Sublease and the Project Implementation Agreement shall terminate and the [Senior Permitted Mortgage Lender] may exercise any rights to cure it may have under Section 3(b) of this Annex I above, or (B) such Foreclosure Purchaser acquired its interest pursuant to a Permitted PIA Financing Encumbrance, then such Foreclosure Purchaser shall satisfy the Termination Obligations (as defined below). The Foreclosure Purchaser's failure to timely provide notice to the Public Entities of the Foreclosure Purchaser's election shall be deemed an election by the Foreclosure Purchaser to Complete the Tenant's Initial Project Improvements and the Convention Center Improvements in accordance with the Ground Lease, the Sublease and the Project Implementation Agreement and assume (or reaffirm, as the case may be) the obligations of Tenant under the Ground Lease, the Sublease and the Project Implementation Agreement.

(i) **Election to Complete the Tenant's Initial Project Improvements.** If the Foreclosure Purchaser elects to Complete the Tenant's Initial Project

Improvements and the Convention Center Improvements pursuant to the preceding paragraph, then such Foreclosure Purchaser shall include with its election notice to the Public Entities a Completion Timetable (as defined in the Ground Lease). Section 10.6.2.1 of the Ground Lease shall govern all aspects of the Completion Timetable for the purposes of the Sublease and the Project Implementation Agreement, including, without limitation, the delivery, review and approval of the Completion Timeline, any failure to deliver the Completion Timeline, any failure of the Port District and the Foreclosure Purchaser to agree upon the Completion Timeline. The Completion Timetable and the New Outside Completion Date, each as determined pursuant to Section 10.6.2.1 of the Ground Lease, shall apply for all purposes under the Sublease and Project Implementation Agreement, and once determined, the applicable Foreclosure Purchaser shall commence and thereafter diligently pursue Completion of the Tenant's Initial Project Improvements and the Convention Center in accordance with such Completion Timetable (which shall govern and control notwithstanding anything to the contrary in the Sublease or Project Implementation Agreement).

(ii) **Election Not to Complete the Tenant's Initial Project Improvements.** If the Foreclosure Purchaser elects not to Complete pursuant to the first paragraph of this Section 7(b) (provided, however, that if such Foreclosure Purchaser acquired the equity interests in Developer through a Permitted Equity Financing Encumbrance, then this Section 7(b)(ii) shall only apply to its election not to Complete if: (i) Senior Permitted Mortgage Lender has received a Cure Period Trigger Notice relating to the applicable Event of Default, and (ii) following delivery of such Cure Period Trigger Notice, Senior Permitted Mortgage Lender thereafter either does not timely provide notice of its intent to foreclose in accordance with Section 3.2(b) of this Annex I), then such Foreclosure Purchaser shall perform the following obligations (collectively, the "**Termination Obligations**") within fifteen (15) Business Days of delivering its election not to Complete:

(A) Cause to be recorded and filed in the appropriate official records reconveyances and releases of any remaining liens held by such Foreclosure Purchaser (or any affiliated Permitted Mortgage Lenders) with respect to the Facility;

(B) Execute and deliver to the Public Entities a termination of the Sublease and Project Implementation Agreement in form and substance reasonably satisfactory to the Public Entities and such Foreclosure Purchaser, which termination shall include a release by such Foreclosure Purchaser of the Public Entities of any and all claims against the Public Entities;

(C) Assign to the Public Entities, without representation or recourse (other than a representation that such Foreclosure Purchaser has not previously assigned such rights) any rights that such Foreclosure Purchaser may have in the Facility and any contracts relating to the development, construction and operation of the Facility;

(D) Execute, deliver and cause to be recorded in the Office of the Recorder of San Diego County, a quitclaim deed and such other documents as are necessary or otherwise reasonably requested by the Public Entities to convey to the Public Entities, as

applicable, all of such Foreclosure Purchaser's interest in the Facility and terminate, of record, all encumbrances on title to the Convention Center Improvements, and Tenant's sub-subleasehold interest created by the Sublease or created by Foreclosure Purchaser;

(E) Take such other actions and execute such other documents as the Public Entities may reasonably request to fully evidence the termination of the Sublease and the Project Implementation Agreement; and

(F) Deliver possession of the Facility to the Public Entities.

Upon satisfaction of the Termination Obligations, the Sublease and Project Implementation Agreement shall terminate and the Foreclosure Purchaser shall be relieved from any further liability under the Sublease and Project Implementation Agreement except for (A) obligations and liabilities first accruing or arising under the Sublease and Project Implementation Agreement from and after the date such Foreclosure Purchaser acquired its interest under the Sublease and Project Implementation Agreement, but on or prior to the date of such termination, and (B) obligations and liabilities that are otherwise required to be performed pursuant to this Section 7(b) in connection with such termination or surrender of the Sublease and Project Implementation Agreement. Notwithstanding anything to the contrary in the Sublease and Project Implementation Agreement, any Foreclosure Purchaser's failure to comply with this Section 7(b)(ii) shall constitute an Event of Default under the Sublease and Project Implementation agreement, and upon such Event of Default, the Public Entities, as applicable, may proceed to terminate the Sublease and Project Implementation Agreement pursuant to the terms thereof.

(c) Amendments and Modifications to Loan Documents. Notwithstanding anything to the contrary herein, Developer and Permitted Lender shall have the right to make any amendment or modification to any of the Loan Documents without any Public Entity's consent under the Project Implementation Agreement so long as the requirements of Section 9.6(c) of the Sublease are satisfied as and to the extent required in connection therewith. Notwithstanding the foregoing, no consent from any Public Entity shall be required for any protective advances made by a Permitted Lender under and in compliance with the applicable Loan Documents.

MEZZANINE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE
(Sublease)

THIS MEZZANINE PROTECTION AGREEMENT AND ESTOPPEL CERTIFICATE (this “Agreement”) is entered into as of the ____ day of _____, 20__ (the “Effective Date”) by and among RIDA CHULA VISTA, LLC, a Delaware limited liability company (“Tenant”), the CITY OF CHULA VISTA, a charter city of the State of California duly organized and existing under and by virtue of the Constitution and laws of the State of California (“Landlord”), and MARRIOTT INTERNATIONAL CAPITAL CORPORATION, a Delaware corporation (together with its successors and assigns, as their interests may appear, “Mezzanine Lender”) and MARRIOTT INTERNATIONAL, INC., a Delaware corporation (together with its successors and assigns, as their interests may appear, “Marriott Guarantor”, together with Mezzanine Lender, collectively, the “Marriott Parties” and each, a “Marriott Party”).

RECITALS

A. Landlord is the owner of the leasehold interest created by the Facility Lease affecting the real property legally described on Exhibit A (the “Property”). GPR Mezz, LLC, a Delaware limited liability company (“Mezzanine Borrower”), is the sole member of GPR Member, LLC, a Delaware limited liability company (the “Sole Member”), the sole member of Tenant.

B. Landlord is the sub-lessor and Tenant is the sub-lessee under that certain Sublease Agreement, dated [_____] , a memorandum of which was recorded [_____] in the records of San Diego County, California, under recording no. [_____] (as the same may be modified, supplemented, extended, restated or replaced, the “Sublease”). Each capitalized term used but not defined herein shall have the meaning given to such term in the Sublease.

C. Pursuant to that certain [Building Loan Agreement], dated [_____] (as the same may be modified, supplemented, extended or restated, the “Loan Agreement”), by and among Tenant, as borrower, Wells Fargo Bank, National Association, as administrative agent for itself and the lenders from time to time party to the Loan Agreement (in such capacity, together with its successors and assigns, (“Administrative Agent”) and the lenders from time to time parties thereto (together with their respective successors and assigns as their interests may appear, “Lenders”), Lenders expect to make a construction loan to Tenant in the maximum principal amount of \$ _____ (the “Loan”), which Loan is to be secured by, among other things, Tenant’s interest in the Property, the Sublease, the Sublease, the Convention Center, the Resort Hotel and the Project Implementation Agreement.

D. Pursuant to that certain Mezzanine Loan Agreement, dated [_____] (as the same may be modified, supplemented, extended or restated, the “Mezzanine Loan”

Agreement”), by and among Mezzanine Borrower, as borrower, and Mezzanine Lender, as lender, Mezzanine Lender expects to make a loan to Mezzanine Borrower in the maximum principal amount of \$90,000,000 (the “Mezzanine Loan”), which Mezzanine Loan is to be secured by, among other things, Mezzanine Borrower’s indirect ownership interest in Tenant pursuant to that certain Pledge and Security Agreement granted by Mezzanine Borrower for the benefit of Mezzanine Lender (as the same may be modified, supplemented, extended, restated or replaced, the “Mezzanine Pledge Agreement”). The Mezzanine Loan Agreement and the other documents entered into in connection with the Mezzanine Loan from time to time (as the same may be modified, supplemented, extended or restated), are referred to herein as the “Mezzanine Loan Documents”.

E. Pursuant to that certain Reimbursement Agreement, dated [] (as the same may be modified, supplemented, extended or restated, the “Reimbursement Agreement”) by and among Sole Member and Marriott Guarantor, Marriott Guarantor expects to provide a guaranty to Administrative Agent as credit enhancement of a portion of the Loan up to a maximum amount of \$[] (the “Marriott Guaranty”), which Marriott Guaranty is to be secured by, among other things, Sole Member’s ownership interest in Tenant pursuant to that certain Pledge and Security Agreement granted by Sole Member for the benefit of Marriott Guarantor (as the same may be modified, supplemented, extended, restated or replaced, the “Reimbursement Pledge Agreement”). The Reimbursement Agreement and the other documents entered into in connection with the Reimbursement Agreement from time to time (as the same may be modified, supplemented, extended or restated) are referred to herein as the “Reimbursement Loan Documents”) and the obligations under the Reimbursement Loan Documents are referred to herein as the “Reimbursement Obligations.”

F. Mezzanine Lender would not enter into the Mezzanine Loan Agreement or make the Mezzanine Loan, and Marriott Guarantor would not enter into the Marriott Guaranty, in each case, without this Agreement.

NOW, THEREFORE, in consideration of Mezzanine Lender entering into the Mezzanine Loan Agreement, Marriott Guarantor entering into the Marriott Guaranty, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree for the benefit of Mezzanine Lender and Marriott Guarantor as follows:

AGREEMENT

1. Consent to Security Instrument and Pledge. Landlord understands and acknowledges that Tenant’s interest in the Property and the Sublease will be encumbered by the lien of a [Construction Deed of Trust, With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing] for the benefit of Administrative Agent and the Lenders (as applicable, and as the same may be modified, supplemented, extended, restated or replaced, the “Security Instrument”). The Security Instrument was approved by the Port, pursuant to Resolution [] (the “Resolution”), for all purposes under the Ground Lease and as such, the

encumbrance of Tenant's leasehold estate, in connection with the Loan, is deemed approved as and to the extent required by the Sublease. The Security Instrument constitutes a Permitted Lease Financing Encumbrance for all purposes under the Sublease. The Security Instrument will secure the payment of the Loan as described in the Security Instrument and all other obligations of Tenant under the other documents entered into in connection with the Loan are set forth on Exhibit C attached hereto (as the same may be modified, supplemented, extended or restated, the "Loan Documents"). Pursuant to the Resolution, the Port consented to the (a) encumbrance of the ownership interest in Sole Member by the lien of the Mezzanine Pledge Agreement for all purposes under the Sublease, and that the Mezzanine Pledge Agreement constitutes a Permitted Equity Financing Encumbrance for all purposes under the Sublease and (b) the encumbrance of the ownership interest in Tenant, in connection with the Reimbursement Pledge Agreement for all purposes under the Sublease and that the Reimbursement Pledge Agreement constitutes a Permitted Equity Financing Encumbrance for all purposes under the Sublease.

2. Permitted Lenders. Each of the Marriott Parties constitutes a Permitted Mezzanine Lender for all purposes under the Sublease; provided, that Mezzanine Lender shall be treated for all purposes of the Sublease as the Senior Mezzanine Permitted Lender under the Sublease. The Marriott Parties have provided Landlord with their respective addresses for notice in Section 20 below hereof and hereby requests written notice of each notice of each Event of Default given to Tenant as required by Section 9.3(b) of the Sublease. As such, each of the Marriott Parties is entitled to all rights of a Permitted Mezzanine Lender under the Sublease, including, without limitation, Article 9 thereof.

3. Estoppel. Landlord and Tenant represent and warrant to the Marriott Parties as of the Effective Date that:

3.1 The Sublease is currently in full force and effect and has not been modified in whole or in part.

3.2 The Sublease is for a term of thirty-seven (37) years, commencing [] and ending [].

3.3 Tenant is not, to the actual knowledge of Landlord (without any duty of investigation or inquiry), in default or in breach under the provisions of the Sublease.

3.4 Except for the Security Instrument and the Authority's assignment of Lease Payments under the Facility Lease to the Trustee, Landlord has no actual knowledge (without any duty of investigation or inquiry) of any other assignment or hypothecation of said leasehold estate, or any pledge or assignment of rents with respect to the Site.

3.5 The Convention Center Plans, which have been approved by Landlord as and to the extent required by the Sublease, are described on Exhibit F to the Project Implementation Agreement.

4. **Ownership and Mortgaging of Fee Interest in Property.** As of the date hereof, Landlord owns the Site in trust and has not transferred its ownership interest in the Property or its interest as Landlord under the Sublease (except to the Developer pursuant to the Sublease and the assignment of the 2022 Assigned Rights and the Assigned Rights under the Facility Lease to the Trustee). Landlord has not authorized or consented (or been deemed to have consented to) to the recordation of any deed of trust, mortgage or other foreclosable lien on Landlord's ownership interest in the Site.

5. **[Intentionally Omitted.]**

6. **Self-Help Remedies.** Landlord agrees that the self-help and payment rights granted to Landlord in Sections 6.8, 6.11(e) (other than with respect to any lien encumbering the fee interest in the Site), and 8.2(c) of the Sublease shall not be exercised until all applicable notice and cure periods (including, without limitation, those rights granted to Permitted Lenders under Article 9 of the Sublease) have expired without the cure of the underlying Event of Default or breach giving rise to such self-help rights, except, solely with respect to Landlord's rights under Section 8.2(c) of the Sublease and during the existence of an Event of Default, to the extent (i) required to prevent imminent harm to health and human safety or (ii) required to prevent imminent and material damage to property.

7. **Intentionally Omitted.**

8. **Deferred Development Impact Fees.** The Landlord and Tenant are parties to that certain Agreement for Deferral of Development Impact and Sewer Capacity Fees, entered into as of [_____, 2022 (as the same may be modified, supplemented or restated subject to the terms of this Agreement, the "Deferral Agreement")]. Landlord and Tenant agree not to modify, supplement, restate, cancel or terminate the Deferral Agreement (or the Fee Promissory Note or Payment Guaranty delivered in connection therewith) unless the Tenant first obtains the prior written consent of both Marriott parties. Landlord agrees, in the same manner afforded to Permitted Lenders under Article IX of the Sublease (as modified by this Agreement) and Article X of the Ground Lease (as modified by the Mortgagee Protection Agreement and Estoppel Certificate, dated as of the date here, in favor of the Marriott Parties, with respect thereto), (a) to provide such Permitted Lenders notice of and opportunity to cure the Tenant's default under the Deferral Agreement and to standstill and not exercise any rights or remedies with respect to Tenant in connection with the Deferral Agreement until such notice and cure periods have expired without cure of the underlying default, (b) to allow Foreclosure Purchaser to assign and reassign all of the Tenant's rights in and to the Deferral Agreement, and (c) to enter into a new agreement with the New Tenant on the terms and conditions set forth in the Deferral Agreement in connection with a New Lease pursuant to Section 10.3.2 of the Ground Lease or a New Sublease pursuant to Section 9.3(b) of the Sublease. Further, Landlord agrees that following a Transfer to a Foreclosure Purchaser that is a Permitted Lender or an SPE Lender Affiliate, Landlord shall have exhausted its rights and remedies under the Payment Guaranty delivered in connection with the Deferral Agreement before pursuing any claims under the Deferral Agreement against any New Tenant.

9. New Lease. Landlord acknowledges and agrees that the rights of either Marriott Parties (or a SPE Lender Affiliate designated by the Marriott Party to act on behalf of either Marriott Party and the Lenders in accordance with Section 9.3(b) of the Sublease) as a Permitted Lender under Section 9.3(b)(iv) of the Sublease shall and are expressly intended to survive any surrender, cancellation or termination of the Sublease by Tenant, or any rejection or disaffirmance thereof pursuant to bankruptcy law or other Law affecting creditors' rights, or as the result of any other termination of the Sublease for any reason whatsoever in manner described in Section 9.3(b)(iv), other than as a direct result of either Marriott Party's election not to Complete pursuant to Section 7(b)(ii) of the Mortgagee Protection Agreement and Estoppel Certificate, dated as of the date hereof, entered into by the parties hereto, with respect to the Project Implementation Agreement, as the same may be modified, supplemented, extended, restated or replaced. If either Marriott Party (or a SPE Lender Affiliate designated by either Marriott Party to act on behalf of either Marriott Party in accordance with Section 9.3(b) of the Sublease) (as applicable, for the purposes of this Agreement, the "**New Tenant**") enters into a New Sublease with Landlord in accordance with Section 9.3(b)(iv) of the Sublease, then:

9.1 New Tenant will be permitted to assign the New Sublease subject to the deemed consent conditions set forth in Section 9.4(a) of the Sublease.

9.2 From the date the Sublease terminates until the date the New Sublease becomes effective: (i) New Tenant will be entitled to all net income of the Property (i.e., following payment of operating expenses of the Site and any outstanding amounts due under the existing Sublease); and (ii) Landlord will not, without New Tenant's prior written consent, terminate any lease or sublease to a space tenant of any of the Property or enter into any lease affecting any of the Property. When the parties enter into such New Lease, Landlord will reasonably, and without any material out-of-pocket cost or expense to Landlord, reasonably cooperate with New Tenant to transfer to New Tenant all leases and subleases to space tenants of the Property or any portion thereof (including any security deposits received by Landlord) to which Landlord is (or has become) a party and all service contracts (to the extent assignable without payment of any fee or for which the applicable fee has been paid on Landlord's behalf by New Tenant) to which Landlord is a party related to the operation of the Property. Landlord will cause any holder of a deed of trust, mortgage or other lien on Landlord's fee interest in the Property to subordinate the same to such New Lease.

9.3 Tenant will have no right, title, interest or estate in or to such New Sublease, the leasehold estate created by such New Sublease, or any other interest of New Tenant in the Property.

9.4 If any representations and warranties are required to be made by New Tenant pursuant to such New Lease that correspond to the representations and warranties set forth in Sections 2.1 and 6.15(c), of the Sublease, the same shall be reasonably revised as necessary to reflect the facts applicable to New Tenant and New Tenant shall not be required to make representations and warranties pursuant to such New Lease that

correspond to the representations and warranties set forth in the first sentence of Section 6.1 of the Sublease.

10. Bankruptcy of Tenant or Landlord.

10.1 Notwithstanding anything to the contrary, if Tenant becomes a debtor in a proceeding under the United States Bankruptcy Code (11 U.S.C. § 101, et seq., as amended, and any successor statute) (the “Bankruptcy Code”), or any successor or similar statute or law, and the Sublease is rejected in such case or if any court or other authority of competent jurisdiction finally determines that the Sublease has been terminated, Landlord shall promptly enter into a New Lease with as provided in Section 9.3(b)(iv) of the Sublease. The agreements between Landlord and the Marriott Parties contained in this Agreement and Article 9 of the Sublease (and the other provisions thereof of which Permitted Lenders are third party beneficiaries) are for the benefit of the Marriott Parties and are independent of any agreements with Tenant contained in this Agreement or in the Sublease. If Tenant rejects, or attempts to reject, this Agreement or the Sublease under Section 365 of the Bankruptcy Code, or any similar or successor statute, or any rejection occurs thereunder for any reason, such rejection will have no effect on either Marriott Party’s rights as to Landlord under this Agreement or such sections of the Sublease, which rights will remain in full force and effect. Tenant further agrees that it shall not assume or assume and assign the Sublease in such a proceeding for Tenant without the prior written consent of both Marriott Parties. Landlord agrees that it shall not consent to Tenant’s assumption or assumption and assignment of the Sublease in any such proceeding (whether pursuant to Section 8.3(b) of the Sublease or otherwise) for Tenant without the prior written consent of both Marriott Parties.

10.2 If Landlord becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law, Tenant shall not make any election or exercise any rights under Section 365 of the Bankruptcy Code or any successor or similar statute, including, without limitation, any election to treat the Sublease as terminated in the event that the Sublease is rejected or consent to the assumption and assignment of the Sublease, without the prior written consent of both Marriott Parties. Landlord and Tenant agree that no consent or stipulation by Tenant with respect to the Sublease or the Property in any such proceeding for Landlord will be effective unless both Marriott Parties joins therein in writing.

10.3 Nothing in the Sublease or any other agreement entered into in connection therewith restricts, impairs, hinders, or modifies any right that any Permitted Lender has in any Bankruptcy Case pursuant to the Sublease or this Section above. Nothing in this Section 9 shall be construed as limiting Landlord’s right to assign the Sublease in the event Landlord becomes a debtor in a proceeding under the Bankruptcy Code, or any successor or similar statute or law; provided, in all such cases, the Project Implementation Agreement is assigned therewith.

10.4 The City covenants that if JEPAs as a debtor in a Bankruptcy Case rejects the Facility Lease pursuant to Section 365 of the Bankruptcy Code, then the City will exercise its rights under 11 U.S.C. § 365(h) to stay in possession of the Facility.

11. No Casualty and Condemnation. As of the date hereof, Landlord has not received any written notice of any pending or threatened eminent domain proceedings that involve the Property. So long as the Mezzanine Loan or the Reimbursement Obligations remains outstanding: (a) Landlord and Tenant agree not to cancel or terminate the Sublease as a result of damage to or destruction of any improvements on the Property unless the Tenant first obtains the prior written consent of both Marriott Parties; and (b) if the Loan is repaid in full, then the provisions of the Mezzanine Loan Documents (including the disbursement procedures and conditions set forth therein) will govern the distribution of insurance proceeds and condemnation proceeds with respect to the Property, which provisions Landlord agrees it has reviewed and are reasonable for all purposes under Article 5 of the Sublease.

12. Agreement With Subsequent Marriott Party. If either Marriott Party so requests, Landlord will enter into an agreement containing some or all of the provisions contained herein, as determined to be applicable by the Landlord and both Marriott Parties, in substantially the same form as this Agreement, with a subsequent mezzanine lender entity approved or permitted pursuant to the terms of the Project Implementation Agreement and the Sublease.

13. Exculpation. . Except as provided in Section 9.3(d) of the Sublease with respect to the attempted cure of any non-monetary Event of Default, no Lender Parties (other than the party acquiring the direct interest in the Sublease as provided in Section 9.3.(d) of the Sublease or the New Tenant under a New Lease, as applicable) shall have any personal liability therefor, and Landlord hereby expressly waives and releases such liability on behalf of itself and all persons claiming by, through or under Landlord. The limitations of liability contained in this Section shall inure to the benefit of the Lender Parties. Notwithstanding any contrary provision herein or in the Sublease, no Lender Party (other than the party acquiring the direct interest in the Sublease as provided in Section 9.3.(d) of the Sublease or the New Tenant under a New Lease, as applicable, in each case, to the extent provided in the Sublease) shall be liable under any circumstances for any indirect, special, consequential, exemplary or punitive damages in connection with the Sublease, any New Lease and/or this Agreement, and this provision shall survive any termination of this Agreement. For the purposes hereof, "Lender Parties" means, collectively, the Marriott Parties, all present and future partners, beneficiaries, officers, directors, trustees, designees, shareholders, agents and employees of the Marriott Parties, and their respective partners, heirs, successors and assigns. Nothing in this Section 13 shall be construed as limiting either Marriott Party's right to seek injunctive or declaratory relief under this Agreement, the Sublease or any New Sublease, including the right to seek specific performance of any party's obligations thereunder.

14. No Merger. No merger shall occur by reason of any acquisition by Landlord, Tenant or any other person or entity of any additional right, title, interest or estate in or to the

property leased under the Sublease or any component thereof. Without limiting the generality of the foregoing, unless both Marriott Parties otherwise expressly consent in writing, which consent may be withheld by each Marriott Party in its sole discretion, the leasehold estate under the Sublease and any other interest or estate in such property shall not merge but shall always remain separate and distinct, notwithstanding any common ownership of the leasehold estate and any other interest or estate.

15. Successors, Assigns, Etc. Notwithstanding anything to the contrary, each Marriott Party may exercise its rights and interests in and under the Sublease and this Agreement through an affiliate, successor, assignee, designee, nominee or other person or entity, acting in its own name or in such Marriott Party's name and any such party shall have the same protections, rights and limitations of liability as are provided to each Marriott Party under the Sublease, this Agreement or any document ancillary to either thereof.

16. Further Documents. Landlord and Tenant will execute and deliver to the Marriott Parties such other and further instruments or assurances as either of them may reasonably request in order to more fully carry out the intents and purposes of this Agreement; provided that, in the case of the Landlord, all such instruments or assurances shall be consistent in all material respects with the terms of the Resolution, the Sublease and this Agreement, not increase the obligations of the Landlord under the Sublease or this Agreement or limit or otherwise modify the rights of Landlord thereunder or hereunder, and be approved as to form and legality by Landlord's legal counsel. Notwithstanding the foregoing, Landlord reserves the right to take any such instrument or assurances its governing body for approval.

17. Binding Effect; References to Parties; Effect. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All references to Tenant in this Agreement include the Tenant specifically named above and all successors and permitted assigns thereof as holders of the lessee's interest in the Sublease. All references to Landlord in this Agreement include the Landlord specifically named above and all successors and permitted assigns thereof as holders of the lessor's interest in the Sublease. Except as modified by this Agreement, all of the terms and provisions of the Sublease will remain in full force and effect. In the event of a conflict between the Sublease and this Agreement, the terms and provisions of this Agreement will control.

18. Limitation on Liability. Notwithstanding anything to the contrary in this Agreement, none of Landlord, the JEPA or the Port shall be liable for any monetary damages of any kind pursuant to the terms of this Agreement and the only remedies that a Permitted Lender, including, without limitation, the Marriott Parties and any of their respective successors or permitted assigns, shall have in enforcing its rights under this Agreement against Landlord, the JEPA and the City shall be the right to pursue injunctive relief, declaratory relief and/or specific performance (in each such case, without the requirement of posting any bond or other security). In connection with the foregoing, Landlord and, by their acknowledgement of and consent to this Agreement, the JEPA and the Port each agrees not to assert as a defense in any action by a Permitted Lender for injunctive relief or specific performance, that injunctive relief or specific

performance is not an available remedy on the grounds that monetary damages are an adequate remedy. The forgoing shall not be construed as limiting any other defense available to Landlord, the JEPA or the Port in any such action.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California.

20. Notices. Any notice to or demand upon the Marriott Parties, Tenant or Landlord pursuant to this Agreement will be deemed to have been sufficiently given three (3) Business Days after the date such notice or demand is deposited in the United States mails, registered or certified postage prepaid, return receipt requested or when received if sent by hand or overnight courier service, addressed to the recipient at its address set forth below or at such other address as the recipient may have directed by notice to the other parties in accordance herewith:

Mezzanine Lender:

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

With a copy to:

Gibson, Dunn and Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071
Attention: Drew Flowers, Esq.
Facsimile: 213-229-7885
Email: DFlowers@gibsondunn.com

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

With a copy to: Gibson, Dunn and Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071
Attention: Drew Flowers, Esq.
Facsimile: 213-229-7885
Email: DFlowers@gibsondunn.com

Marriott Guarantor:

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,
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Los Angeles, CA 90071
Attention: Drew Flowers, Esq.
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Email: DFlowers@gibsondunn.com

Tenant:

Landlord:

21. Term. This Agreement shall commence on the Effective Date and shall terminate upon the earliest to occur of (a) the date that Mezzanine Borrower’s obligations under the Mezzanine Loan Documents and the Reimbursement Loan Documents are indefeasibly paid and performed in full in accordance with the terms thereof, the Security Instrument has been reconveyed and all commitments in respect of the Mezzanine Loan and the Reimbursement Agreement have been terminated; (b) the date upon which the Termination Obligations have been satisfied in accordance with Section 10.6.2.2 of the Ground Lease; and (c) the date upon which Landlord and New Tenant enter into a New Sublease and Landlord has satisfied all of its obligations in connection with such New Sublease pursuant to Section 9 of this Agreement.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, Landlord, Tenant and the Marriott Parties have duly executed and delivered this Agreement as of the date appearing on the first page of this Agreement.

LANDLORD:

By _____
Its _____

TENANT:

By _____
Its _____

MEZZANINE LENDER:

MARRIOTT INTERNATIONAL CAPITAL CORPORATION, a Delaware corporation

By: _____

Name: _____

Title: _____

MARRIOTT GUARANTOR:

MARRIOTT INTERNATIONAL, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

THIRD PARTY BENEFICIARIES ACKNOWLEDGEMENT AND CONSENT

THE JEPAs AND THE PORT, AS THIRD PARTY BENEFICIARIES OF THE SUBLEASE AS AND TO THE EXTENT PROVIDED IN SECTION 11.8 THEREOF, EACH, FOR ITSELF, ACKNOWLEDGES AND CONSENTS TO THE FOREGOING AGREEMENT AND CONFIRMS THAT IT'S RIGHTS TO ENFORCE ANY OF THE SUBLEASE THIRD PARTY BENEFICIARY PROVISIONS ARE SUBJECT TO THE NOTICE AND CURE RIGHTS GRANTED IN THE SUBLEASE AND IN THE FOREGOING AGREEMENT, AND NEITHER THE JEPAs NOR THE PORT SHALL ENFORCE ANY PROVISION OF THE SUBLEASE UNLESS AND UNTIL ALL SUCH NOTICE AND CURE PERIODS OF THE PERMITTED LENDERS HAVE EXPIRED AND THE UNDERLYING BREACH OR EVENT OF DEFAULT (OTHER THAN ANY INCURABLE DEFAULT), AS APPLICABLE, REMAINS UNCURED.

JEPAs:

By _____
Its _____

PORT:

By _____
Its _____

TRUSTEE THIRD PARTY BENEFICIARY ACKNOWLEDGEMENT AND CONSENT
[INTD: MARRIOT NEEDS TO CONFIRM THAT THE TRUSTEE WILL SIGN THIS
ACKNOWLEDGMENT AND CONFORM IT TO THE AGREEMENT REACHED
BETWEEN THE TRUSTEE AND THE SENIOR LENDERS.]

TRUSTEE, AS A THIRD PARTY BENEFICIARY OF CERTAIN PROVISIONS OF THE SUBLEASE AND HOLDER OF THE ASSIGNED RIGHTS, ACKNOWLEDGES AND CONSENTS TO THE FOREGOING AGREEMENT AND CONFIRMS THAT IT'S RIGHTS TO ENFORCE ANY OF THE SUBLEASE THIRD PARTY BENEFICIARY PROVISIONS OR ANY RIGHTS OR REMEDIES ON ACCOUNT OF THE ASSIGNED RIGHTS ARE SUBJECT TO THE NOTICE AND CURE RIGHTS GRANTED IN THE SUBLEASE AND IN THE FOREGOING AGREEMENT, AND TRUSTEE SHALL NOT ENFORCE ANY PROVISION OF THE SUBLEASE (ON ACCOUNT OF THE SUBLEASE THIRD PARTY BENEFICIARY PROVISIONS OR ANY OF THE ASSIGNED RIGHTS) UNLESS AND UNTIL ALL SUCH NOTICE AND CURE PERIODS OF THE PERMITTED LENDERS HAVE EXPIRED AND THE UNDERLYING BREACH OR EVENT OF DEFAULT (OTHER THAN ANY INCURABLE DEFAULT), AS APPLICABLE, REMAINS UNCURED.

TRUSTEE:

By _____
Its _____

EXHIBIT A
(Legal Description)

EXHIBIT B
(Attach Copy of Sublease)

EXHIBIT C

(List of Loan Documents)