

**AGREEMENT FOR AMENDMENT OF CONDITIONAL AGREEMENT
AMENDMENT NO. 3**

THIS AGREEMENT FOR AMENDMENT OF CONDITIONAL AGREEMENT AMENDMENT NO. 3 ("Amendment No. 3"), made and entered into this _____ day of _____, 2019, by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, ("District,") and MITSUBISHI CEMENT CORPORATION, a Delaware corporation, ("MCC"), District and MCC are herein collectively referred to as "Parties" or at times, individually referred to as "Party."

WITNESSETH:

WHEREAS, the Parties, on the 11th day of June, 2015, entered into a Conditional Agreement ("Agreement") for the potential leasing of three bays within Warehouse C, a structure within District jurisdiction located on the Tenth Avenue Marine Terminal on certain tidelands in the city of San Diego, California, which Agreement is on file in the Office of the Clerk of Lessor bearing Document No. 63721; and

WHEREAS, the Parties, on the 17th day of October, 2017, entered into Agreement for Amendment of Conditional Agreement, Amendment No. 1 ("Amendment No.1"), to extend the term of the Agreement and to include the potential to lease an additional bay within Warehouse C bringing the total potential bay count to four bays, which Amendment No. 1 is on file in the Office of the District Clerk bearing Document No. 67407; and

WHEREAS, the Parties, on the 6th day of September, 2018, entered into Agreement for Amendment of Conditional Agreement, Amendment No. 2 ("Amendment No. 2"), to clarify the terms by which MCC may exercise Term Extension One;

WHEREAS, on the 11th day of September, 2018, MCC exercised Term Extension One to extend the Term by six months from January 1, 2019 through June 30, 2019;

WHEREAS, MCC has submitted an application with the District for a development project ("Project") as contemplated in the Agreement and the District has started the environmental review in accordance with the California Environmental Quality Act ("CEQA") for the Project; and

WHEREAS, District and MCC have worked diligently to complete the environmental review in accordance with CEQA, but additional time is required to complete the environmental review; and

WHEREAS, the Parties are mutually desirous of further amending said Agreement;

ORIGINAL

NOW THEREFORE, for valuable consideration, said Agreement is hereby amended in the following respects and no others, and except as expressly amended, all terms, covenants and conditions of said Agreement shall remain in full force and effect:

A. SAID AGREEMENT IS HEREBY AMENDED BY ADDING PARAGRAPH 2.2 "TERM EXTENSION TWO" TO READ AS FOLLOWS:

MCC shall have the right to extend the Term of this Agreement by twelve (12) months from July 1, 2019 through June 30, 2020 ("Term Extension Two") provided that the following conditions have been met: (i) on or before 5:00 PM on March 29, 2019, MCC shall provide written notification to the District of its intent to exercise Term Extension Two; and (ii) on or before 5:00 PM on March 29, 2019, MCC shall provide the District the non-refundable payment of Thirty Thousand Seven Hundred Twenty Five Dollars (\$30,725) which shall be retained by the District as consideration for Term Extension Two and shall not be refundable to MCC under any circumstances.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 as of the day and the year first above written.

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL

By: 
Assistant/Deputy

SAN DIEGO UNIFIED PORT DISTRICT

By: _____
Tony Gordon
Director, Real Estate

MITSUBISHI CEMENT CORPORATION,
a Delaware corporation

By: _____
Signature

PRINT NAME: _____

PRINT TITLE: _____

(FOR USE BY MCC)

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, _____,
 Notary Public, personally appeared _____,
 who proved to me on the basis of satisfactory evidence to be the person whose name is
 subscribed to the within instrument and acknowledged to me that he/she/they executed the
 same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
 instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

----- **OPTIONAL** -----

Though the information below is not required by law, it may prove valuable to person relying on the document
 and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
 OF SIGNER

Top of thumb here

Signer's Name _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
 OF SIGNER

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(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

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On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
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Signature _____ (Seal)

OPTIONAL

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- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

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- ☐ Other: _____

Signer is Representing: _____

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