
**SITE LEASE
(CHULA VISTA BAYFRONT CONVENTION CENTER)**

by and between

SAN DIEGO UNIFIED PORT DISTRICT, as Lessor

and

**CHULA VISTA BAYFRONT FACILITIES FINANCING AUTHORITY,
as Lessee**

Dated as of _____, [2021]

Relating to

**CHULA VISTA BAYFRONT FACILITIES FINANCING AUTHORITY
REVENUE BONDS
(CHULA VISTA BAYFRONT CONVENTION CENTER)**

\$ _____ [Series 2021A (Federally Taxable)]	\$ _____ [Series 2021B (Tax-Exempt)]
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SITE LEASE

THIS SITE LEASE (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Site Lease”) is made and entered into as of _____, [2021], by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (the “Port”), as lessor, and the CHULA VISTA BAYFRONT FACILITIES FINANCING AUTHORITY, a California joint exercise of powers authority (the “JEPA”) established and existing pursuant to an Amended and Restated Joint Exercise of Powers Agreement, dated and effective as of July 25, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “JEPA Agreement”) by and between the City of Chula Vista, a California charter city (the “City”) and the Port, as lessee.

WITNESSETH:

WHEREAS, the JEPA, the Port and the City have determined it to be beneficial, for the JEPA to acquire a leasehold interest in certain real property described in Exhibit A hereto and depicted in Exhibit B hereto (the “Site”) and the Existing Improvements (defined herein) thereon upon which the Convention Center (defined herein) to be owned by the JEPA will be constructed and operated; and

WHEREAS, RIDA Chula Vista, LLC, a Delaware limited liability company (together with its permitted successors and assigns as the tenant under the Sublease, “RIDA”) holds a leasehold interest in certain real property which is immediately adjacent to the Site (the “Ground Lease Property”) described in and pursuant to a Lease, entered into as of _____, 202_ (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Ground Lease”), by and between the Port, as landlord, and RIDA, as tenant on which RIDA will be constructing a resort hotel (the “Hotel”) in accordance with the requirements of the Ground Lease; and

WHEREAS, given the proximity of the proposed Hotel to the Site, the JEPA, the Port and the City have determined it to be beneficial to have RIDA construct the Convention Center on behalf of the JEPA and operate the Convention Center; and

WHEREAS, the Port and the City have agreed to cause the JEPA to pay for the costs of the Convention Center and for certain infrastructure benefiting the Hotel and Convention Center, and a portion of such costs will be financed by the JEPA through the issuance of the Bonds (defined herein); and

WHEREAS, such financing will be accomplished through the issuance of the Bonds by the JEPA which will be payable, in part, from lease payments made by the City to the JEPA under a Facility Lease, dated as of the date hereof, in the form attached hereto as Exhibit C (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Facility Lease”), by and between the JEPA, as lessor, and the City, as lessee, pursuant to which the City will sublease from the JEPA the Site and the Existing Improvements (defined herein) and lease from the JEPA the Convention Center (the Convention Center, the Site and the Existing Improvements are referred to collectively herein as the “Facility”); and

WHEREAS, the City will sub-sublease the Site and Existing Improvements to RIDA and sublease the Convention Center to RIDA in accordance with the terms of a Sublease dated the date

hereof, in the form attached hereto as Exhibit D (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Sublease”), by and between the City, as sublessor, and RIDA, as sublessee; and

WHEREAS, the JEPA, Port, City, and RIDA are entering into that certain Project Implementation Agreement (Chula Vista Bayfront Resort Hotel and Convention Center), dated concurrently herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Project Implementation Agreement”); and

WHEREAS, the parties hereto intend that, during the Term, the Convention Center will be owned by the JEPA and operated and maintained by RIDA pursuant to the Sublease so long as the Sublease is in effect; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, it is hereby mutually agreed as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in Exhibit E hereto and if not defined therein then shall have the meaning set forth in the Indenture, dated as of the date hereof (the “Indenture”), by and between the JEPA and Wilmington Trust, N.A., as trustee (the “Trustee”), pursuant to which the Bonds are issued.

Section 2. Terms and Limitations on Lease of Site.

(a) Lease of the Site/Commencement of the Lease Term. The Port consents to the terms of the Facility Lease and the Sublease in the form attached as Exhibit C and Exhibit D, respectively. The Port hereby leases the Site and the Existing Improvements to the JEPA and the JEPA hereby leases the Site and the Existing Improvements from the Port, on the terms and conditions set forth herein. For purposes of Section 1938 of the California Civil Code, the Port hereby discloses to the JEPA and the JEPA hereby acknowledges, the Site has not undergone an inspection by a Certified Access Specialist.

(b) Reservations. The JEPA shall take possession of the Site subject to the agreements, licenses, right of entry agreements, and other documents set forth in Exhibit H attached hereto and incorporated herein by reference (“Approved Agreements”).

(c) Limitation on Port Encumbrances. The Port shall not, without the prior written consent of the JEPA, the subtenant under the Facility Lease and the sub-subtenant under the Sublease and, while any Permitted Financing Encumbrance remains outstanding or during any New Lease Period (as defined in the Sublease), each Permitted Lender, which consent shall not be unreasonably withheld, conditioned or delayed, encumber the Facility during the Term or during any New Lease Period, except for (i) the Financing District and any modifications thereto to which each of the JEPA, the subtenant under the Facility Lease and the sub-subtenant under the Sublease agrees, in each of their reasonable discretion, (ii) as permitted under this Section 2(c), or (iii) as required by Laws; provided, that no lien or encumbrance pursuant to this clause (iii) shall be senior in priority to this Site Lease, the Facility Lease or the Sublease. The Trustee is a third party beneficiary of this Section 2(c).

Section 3. Term.

(a) The term of this Site Lease (the “Term”) shall commence on the Closing Date and shall remain in effect until the earlier of: (i) _____, 20[58]; or (ii) the date of termination of the Facility Lease as provided for in Sections 4.2, 6.1(c) and 6.1(d)(ii) of the Facility Lease.

(b) Notwithstanding anything to the contrary contained herein (but subject to Section 3(c) below), if (i) the Ground Lease has terminated for a reason other than (A) an Event of Default (as defined in the Ground Lease) or (B) pursuant to RIDA’s exercise of a right to terminate the Ground Lease and (ii) in accordance with Laws, RIDA remains in possession of the Ground Lease Property notwithstanding such termination, then, on the date that is the 37th anniversary of the Closing Date, this Site Lease shall be extended for 29 years on the terms and conditions set forth in this Site Lease with such modifications to the provisions with respect to the payment of rent so that for any period of time following such extension, the sum of the rent to be paid under this Site Lease and the Rent (as defined in the Ground Lease) to be paid under the Ground Lease will equal the Rent (as defined in the Ground Lease) that would have been paid under the Ground Lease as if the Expansion Date had occurred and the Ground Lease had not been terminated.

(c) Notwithstanding anything to the contrary contained herein, this Site Lease shall not terminate while any of the Facility Lease or the Sublease are in effect; provided, however, in no event shall the Term be extended beyond the date which is sixty-six (66) years from the Closing Date.

Section 4. Consideration for Lease of the Site. The JEPA shall pay, upon the commencement of this Site Lease, to the account of the Port as and for rental of the Site hereunder for the entire Term, the sum of \$1. As additional consideration for the leasing of the Site to it hereunder, the JEPA covenants to execute and deliver the Facility Lease, the Indenture, the CFD Loan Agreement and the Project Implementation Agreement, perform its obligations thereunder and, pursuant to the Indenture, assign certain of its rights under the Project Implementation Agreement, the Facility Lease, the CFD Loan Agreement and this Site Lease to the Trustee for the benefit of the Owners of the Bonds, cause the City to enter into the Sublease, and cause RIDA to construct the Convention Center pursuant to the terms of the Project Implementation Agreement.

Section 5. Purpose. The JEPA shall use the Site solely for the Permitted Use which shall be (i) the construction and operation of the Convention Center on the Site (the “Primary Use”); (ii) any use which is ancillary or incidental to the Primary Use as described in the following paragraph; and (iii) any other use of the Facility that is approved by the Port in its sole and absolute discretion in writing; provided that any such uses are not restricted or prohibited by the CDP or any Laws.

The Permitted Use shall include the following uses that are ancillary or incidental to the Primary Use and that are designed primarily for Convention Center guests and visitors:

- (i) Rental of meeting space;
- (ii) Full-service restaurant and/or limited service restaurant, including cocktail lounge and any standalone bar or cocktail lounge;
- (iii) Snack bar, delicatessen and/or coffee shop(s);

- (iv) Banquet and other food and beverage uses;
- (v) Retail shop(s);
- (vi) Barber and beauty shop;
- (vii) Spa services;
- (viii) Health, recreational, and tennis facilities, including recreational lessons;
- (ix) Bicycle rentals;
- (x) Rental of automobiles;
- (xi) Motorcycle rentals;
- (xii) Boat rentals, beach equipment rentals and beach-related services;
- (xiii) Special temporary exhibition(s), including production shows (including any and all uses in connection with the production of ICE! (including the use of the ICE! tent as temporary additional meeting space when such ICE! tent is not used for purposes of the ICE! production)) and outdoor entertainment (including ice skating and carnivals);
- (xiv) Vending machines, including telephones;
- (xv) Office and counter areas for Convention Center management and other ancillary services that are consistent with services provided by a convention center and/or a conference center comparable with the Convention Center;
- (xvi) Back-of-house activities consistent with services provided by a convention center and/or conference center comparable with the Convention Center, including but not limited to a shipping center, truck yard loading and unloading, sales, human resources, management, information technology management, repair and storage, employee cafeteria, employee gymnasium or other recreation space, and employee locker room or other storage and changing areas;
- (xvii) Office and logistics services;
- (xviii) Construction, operation and maintenance of central plant facilities (including to serve the Hotel);
- (xix) Installation and hosting of telecommunications equipment;
- (xx) Building maintenance and workshop area;
- (xxi) Parking and valet parking services;
- (xxii) A security office;
- (xxiii) A parking management office;

(xxiv) Storage areas consistent with services provided by a convention center or conference center comparable with the Convention Center;

(xxv) Bicycle parking;

(xxvi) Electronic vehicle charging stations;

(xxvii) Shuttle bus loading, unloading and management areas;

(xxviii) Restrooms;

(xxix) Any sign or other advertising device that complies with the CDP (as may be amended with the consent of the sub-subtenant under the Sublease), the EIR and Laws and is (A) maintained or used to identify or advertise an establishment, occupancy, or service available on the Site, (B) temporarily displayed in conjunction with promotional events, (C) related to the construction or operation of the Improvements (including, for example, directional, identification and related signage) or (D) approved by the Port in its sole and absolute discretion; and

(xxx) Each other use that (i) is ancillary or incidental to the Primary Use, (ii) is customary for a convention center and/or conference center operating in the United States of America that is comparable with the Convention Center and (iii) is not prohibited by the CDP or any Laws.

The JEPA's obligations and liabilities under this Section 5 are subject to Section 29(b).

Subject to Section 29(b), the JEPA agrees to comply with all project conditions and all applicable mitigation measures, including, without limitation, those contained in the final Environment Impact Report "Chula Vista Bayfront Master Plan and Port Master Plan Amendment Final Environmental Impact Report," (UPD# #83356-EIR-658, SCH #2005081077; Document 56562), including, but not limited to, the "Mitigation Monitoring and Reporting Program", and the resolution certifying said final Environmental Impact Report, Resolution No. 2010-79, adopted by the BPC on May 18, 2010 (collectively, the "EIR"), and in the CVBMP Documents.

Section 6. Representations, Warranties, Covenants and Agreements.

(a) The Port represents and warrants to the JEPA that (i) it is duly authorized to execute, deliver and perform its obligations under this Site Lease, (ii) the execution, delivery and performance by the Port of this Site Lease will not conflict with or constitute a breach of any agreement or instrument by which the Port or its property are bound, (iii) upon execution and delivery by the Port and the JEPA, this Site Lease will constitute a legally valid and binding obligation of the Port, enforceable pursuant to its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally, and (iv) there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against the Port in any way contesting or affecting the validity of this Site Lease or the authority of the Port to enter into this Site Lease.

(b) The JEPA represents and warrants to the Port that (i) it is duly authorized to execute, deliver and perform its obligations under this Site Lease, (ii) the execution, delivery and performance by the JEPA of this Site Lease will not conflict with or constitute a breach of the JEPA

Agreement or any law, other agreement or instrument by which the JEPA or its property are bound, (iii) upon execution and delivery by the Port and the JEPA, this Site Lease will constitute a legally valid and binding obligation of the JEPA, enforceable pursuant to its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally, and (iv) there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against the JEPA in any way contesting or affecting the validity of this Site Lease or the authority of the JEPA to enter into this Site Lease.

(c) The JEPA covenants that it shall use the Facility solely for the purpose set forth in Section 5 above.

(d) The JEPA covenants that it will enter into the Facility Lease and diligently enforce the terms of the Facility Lease against the City, including the requirement that the City enter into the Sublease, which diligence shall be satisfied by providing written notice to the City, with a copy to the Port and RIDA, of the City's failure to comply with a term of the Facility Lease and proceeding to take such action or actions at law or in equity against the City, as are required under and pursuant to the terms of the Facility Lease.

(e) The JEPA and the Port each agree that the JEPA will be the owner of the Convention Center during the Term and, the Port will be the owner of the Convention Center upon the termination of this Site Lease and all tax filings will be made consistent with this understanding; provided, that the Parties acknowledge that the Port may not be the owner of the Convention Center upon the termination of this Site Lease in the event of (i) a casualty event that would result in the demolition of the Convention Center with no replacement Convention Center being constructed, or (ii) the taking of the Convention Center in whole.

(f) The JEPA and Port each represents and warrants that, simultaneously with the execution and delivery of this Site Lease, it has executed and delivered the Project Implementation Agreement pursuant to which RIDA is required to construct the Convention Center on the Site.

(g) The JEPA covenants that if it receives any notice from the City of the expiration or intended cancelation of any insurance or reduction of coverage required under the Facility Lease or the Sublease, it shall promptly deliver such notice to the Port.

Section 7. Assignments, Subleases and Other Transfers.

(a) The Port consents to the assignment by the JEPA of the Assigned Rights under the terms of the Indenture for the benefit of the Owners of the Bonds; provided, however, in no event shall the obligations of the JEPA hereunder be assigned to the Trustee. No other assignment of any of the JEPA's rights hereunder shall be permitted without the consent of the Port, the JEPA and the Trustee. Upon the occurrence of an event of default under the Facility Lease, the Trustee may exercise any remedies assigned to it in the Facility Lease and in this Site Lease.

(b) Except for the Facility Lease and Sublease and any sublease, assignment or other transfer permitted pursuant to the terms of the Sublease, no other sublease, assignment or other transfer of the Facility or any portion thereof may be entered into or made without the written consent of the Port.

Section 8. Encumbrances No Right to Bind Port.

(a) Limitation on Encumbrances. Except for the Site Lease Permitted Encumbrances, Facility Lease Permitted Encumbrances and Sublease Permitted Encumbrances, the JEPA shall neither directly or indirectly, create, incur assume, nor suffer to exist any mortgage, pledge, liens, charges, encumbrances, claims, or hypothecation, on, with, or of this Site Lease or with respect to the Facility, or any part thereof or interest therein, without the prior written consent of the Port as to each such transaction, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Notice of Liens. Should any claims of lien be filed against the Facility or any action affecting the title to the Facility be commenced of which the JEPA has notice, the JEPA shall give the Port written notice thereof within five (5) Business Days of receipt, including any notice received by the JEPA from the City pursuant to Section 6.11 of the Sublease.

(c) No Right to Bind the Port. The JEPA shall have no power or authority to do any act or thing, or to make any contract or agreement which shall bind the Port in any way whatsoever, and the Port shall have no responsibility to the JEPA or other Person who performs, causes to perform, engages in or participates in any construction of any Improvements or any work on the Facility at the request of the JEPA or such other Persons. The Port shall not be required to take any action to satisfy any such contract or agreement or to remove or satisfy any lien resulting therefrom.

Section 9. Quiet Enjoyment. Subject to Sections 18 and 26 below, the JEPA at all times during the Term shall peaceably and quietly have, hold and enjoy all of the Site, subject to Site Lease Permitted Encumbrances, Facility Lease Permitted Encumbrances and Sublease Permitted Encumbrances.

Section 10. Actions on Termination; Release of Encumbrance.

(a) Upon the expiration or earlier termination of this Site Lease, the JEPA shall peaceably surrender the Site to the Port in accordance with the end of Term obligations set forth in this Site Lease, including without limitation, in the same good order and condition as of the commencement of the Term, reasonable wear and tear and any improvements permitted by this Site Lease, the Facility Lease, the Sublease or the Project Implementation Agreement excepted (subject to any demolition obligations with respect to any such improvements under the Sublease). If JEPA fails to surrender the Site at the expiration of this Site Lease or the earlier termination or cancellation thereof in the condition required under this Site Lease, in addition to Port's other remedies, JEPA shall defend and indemnify Port from all liability and expense resulting from the delay or failure to surrender, including without limitation any succeeding tenant claims based on JEPA's failure to surrender or Port's failure to deliver the Site and loss of profits.

(b) Immediately following the expiration or earlier termination of this Site Lease, the JEPA shall execute, deliver, and cause to be recorded in the Office of the Recorder of San Diego County, all such documents, including but not limited to a quitclaim deed, as are necessary or advisable to fully release, of record, the encumbrance on title to the Facility which is caused by the terms of this Site Lease and convey the Convention Center (excluding any trade fixtures, installed or constructed on the Site, which shall remain the personal property of RIDA) to the Port free and clear of any mechanics' or materialmen's liens and other encumbrances (other than any lien for taxes that

are not due and payable and, if the Expansion Date occurs, subject to RIDA's interest in the Convention Center under the Ground Lease) and without compensation to the JEPA, City or RIDA. The JEPA shall thereafter take such actions and execute such documents as may further be necessary or advisable to fully evidence the termination of this Site Lease and the release of the Port and the JEPA from all of their respective obligations hereunder. Without limitation of the foregoing, JEPA hereby appoints the Port as JEPA's attorney-in-fact to execute such deed in the name and on behalf of the JEPA and to record same in the official records of San Diego County, California. This power of attorney is irrevocable and coupled with an interest. The JEPA agrees to cause the City to deliver to the JEPA all such documents as are necessary or advisable to fully release, of record, the encumbrances on title to the Facility which are caused by the terms of the Facility Lease and the Sublease, including, without limitation, any Site Lease Permitted Encumbrances, Facility Lease Permitted Encumbrances and Sublease Permitted Encumbrances, and transfer ownership of the Convention Center to the Port, including any such documents as are required from RIDA.

(c) This Site Lease shall terminate without further notice at expiration of the Term. Any holding over by the JEPA after either expiration or earlier termination of this Site Lease without Port's prior written consent shall be tenancy at-sufferance upon all of the provisions of this Site Lease, except those pertaining to the Term, and except that the rent due hereunder shall be 150% of the Rent in effect under the Sublease prior to such expiration or termination; provided, however, that in the event of any holding over resulting from a failure by the City or RIDA to surrender the Facility to the JEPA, the JEPA's liability to pay rent in such event will be limited as set forth in Section 29(b) herein. If the JEPA, with the Port's consent, remains in possession of the Site after the expiration or earlier termination of this Site Lease, such possession shall be deemed a month-to-month tenancy terminable upon thirty (30) days' notice furnished at any time by either party to the other party. All provisions of this Site Lease, except those pertaining to the Term, shall apply to the month-to-month tenancy, and the JEPA shall continue to pay all rent required by this Site Lease. Notwithstanding anything herein to the contrary, in no event shall the Term, together with any holdover period, exceed sixty-six (66) years.

Section 11. Effect of Discharge of All Bonds and Additional Bonds. In the event that all Bonds and Additional Bonds issued under the Indenture shall be deemed to have been paid and discharged in accordance with Section 9.3 of the Indenture (the "Discharge of the Bonds"), then all references herein to the Bonds, Additional Bonds, Owners of the Bonds, Trustee, the Indenture and the Assigned Rights shall be of no force and effect as of the effective date of the Discharge of the Bonds. On the effective date of the Discharge of the Bonds, (i) the Assigned Rights shall revert to the JEPA without any further action on the part of the Trustee, the JEPA, the City or the Port, (ii) any amounts that were to have been paid to the Trustee shall be paid to the JEPA except for any Net Proceeds which shall be held pursuant to the terms of the Sublease and distributed in accordance with the provisions of the Facility Lease, the Sublease and the Project Implementation Agreement and, subject to the provisions of the Facility Lease, the Sublease and the Project Implementation Agreement, the Revenue Sharing Agreement, or any other agreement between the Port, the City, the JEPA and RIDA governing the distribution of such amounts, and (iii) all rights granted to the Trustee and the Owners of the Bonds hereunder, including, but not limited to, the Assigned Rights and the right to enforce any remedies, to provide consent and to receive notice, shall be of no further force and effect.

Section 12. Inspection of Facility and Access to Records.

(a) Inspection and Right of Entry. From and after the Convention Center Delivery Date, the Port shall have the right but not an obligation to enter, view, inspect and determine the condition of the Facility, and protect its interests in the Site, during normal business hours and upon a three (3) Business Days' prior notice to the JEPA, the subtenant under the Facility Lease and the sub-subtenant under the Sublease (except in the case of an emergency in which case no prior notice shall be required but the Port shall notify the sub-subtenant under the Sublease) and the Port shall: (a) comply with all applicable security and safety procedures of the sub-subtenant under the Sublease, of which the sub-subtenant under the Sublease informs the Port in writing and with which the Port can reasonably comply, and (b) use commercially reasonable efforts to minimize any interference with the operation and use of the Facility by the sub-subtenant under the Sublease, and by the tenant under the Ground Lease of the Ground Lease Property, the Hotel and the Parking Improvements (defined in the Ground Lease), while on the Site and at the Convention Center. If the Port determines that the Site and/or the Improvements are not in the condition required pursuant to the terms of the Facility Lease and the Sublease, the Port shall deliver written notice to the JEPA detailing the items to be corrected and the JEPA shall deliver such notice to the City and direct the City to deliver such notice to RIDA and to cause RIDA to undertake the necessary maintenance, alteration, repair, replacement and rebuilding work necessary to remedy the issues set forth in the Port's notice to be commenced within ten (10) days after receipt of such written notice from the Port and diligently pursue such work to completion, as and to the extent required pursuant to the terms of the Sublease.

(b) Records. The Port shall have the right to examine and receive electronic copies of all records of the JEPA and any records of the sub-tenant under the Facility Lease and the sub-subtenant under the Sublease required to be maintained thereunder and to which the JEPA has the right of access.

Section 13. Eminent Domain. In the event the whole or any part of the Facility is taken by eminent domain proceedings, the interest of the Port shall be recognized by the JEPA and the Trustee. The JEPA shall pay, or cause the Trustee to pay, to the Port any and all awards and/or settlements or other compensation or damages which may be given for the land (and water, if applicable) comprising the Site, but the JEPA shall not pay, nor cause the Trustee to pay, to the Port any condemnation proceeds that are (a) paid or required to be paid to RIDA under the Sublease, the Facility Lease, the Project Implementation Agreement or the Indenture, or (b) used or required to be used to redeem Bonds.

Section 14. Damage or Destruction. In the event that the Facility is damaged or destroyed, the interest of the Port shall be recognized by the JEPA and the Trustee. The JEPA shall pay, or cause the Trustee to pay, to the Port any insurance proceeds received as a result of such damage or destruction, but the JEPA shall not pay, nor cause the Trustee to pay, to the Port any insurance proceeds that are (a) paid or required to be paid to RIDA under the Sublease, the Facility Lease, the Project Implementation Agreement or the Indenture, or (b) used or required to be used to redeem Bonds.

Section 15. Hazardous Materials.

(a) Notice of Release or Inquiry. If the JEPA becomes aware of (i) any actual or threatened release that occurs during the Term of any Hazardous Material on, in, under, from, or

about the Facility or (ii) any Inquiry, the JEPA shall give the Port and RIDA written notice of such release or Inquiry within twenty-four (24) hours after the JEPA learns that there has been a release or Inquiry and shall simultaneously furnish to the Port, the City and RIDA copies of any notices of inquiry or investigation, claims, notices of violation, reports, warning or other writings received by the JEPA that concern such release or Inquiry. Unless the Port, the City and RIDA each receives separate notice, the JEPA shall provide the Port, the City and RIDA with advance written notice of any meeting scheduled between any Tenant Party or Hotel Operator, on the one hand, and any Government Agency, on the other hand, where a material item of discussion is directly related to the subject matter of Hazardous Materials, at least five (5) Business Days prior to such meeting or as soon as reasonably possible if the Government Agency schedules such meeting with any Tenant Party or Hotel Operator for less than five (5) Business Days from the date the meeting is proposed. The Port and the City shall be entitled to have its representatives attend and participate in any and all such meetings. If the Government Agency brings up Hazardous Material on, in, under, from, or about the Facility in any other scheduled meeting, the JEPA shall suggest that a separate meeting should be scheduled so that the Port can participate in such meeting.

(b) Port Right to Inspect and Data. If Hazardous Materials Activity has occurred during the Term or is ongoing, the Port or its designated representatives, at the Port's sole discretion, may, but are not obligated to, enter upon the Facility and make any inspections, non-intrusive tests or measurements that the Port deems necessary or desirable to determine if a release or discharge of Hazardous Materials has occurred.

(c) Environmental Covenants.

(i) The JEPA hereby acknowledges that excavation of soils from the Site could result in exportation of a regulated waste requiring appropriate characterization, handling, transport and disposal (collectively, "Excavated Soil Removal"). The Port takes no responsibility and assumes no liability whatsoever for Excavated Soil Removal. Accordingly, the JEPA hereby waives any claim, or potential claim, it may have to recover costs or expenses from the Port arising out of or associated with Excavated Soil Removal.

(ii) The JEPA hereby RELEASES the Site Lease Landlord Parties from, COVENANTS NOT TO SUE the Site Lease Landlord Parties for and ASSUMES FOR ITSELF all obligations, requirements and liabilities of the JEPA under Section 18, including for claims for contribution, equitable indemnity or otherwise seeking to transfer or limit the obligations, requirements and liabilities of the JEPA under Section 18. With respect to all releases made by the JEPA under or pursuant to this Section 15, the JEPA hereby waives the application and benefits of California Civil Code § 1542 and hereby verifies that it has read and understands the provision of California Civil Code § 1542 set forth in Section 18.

(d) The terms of this Section 15 shall survive the expiration or earlier termination of this Site Lease.

Section 16. Events of Default.

(a) The occurrence of the following events shall constitute an event of default by the JEPA hereunder (each, a "JEPA Event of Default"): failure by the JEPA to perform any express or implied covenants or conditions in this Site Lease, where such failure continues for thirty (30) days after written notice thereof from the Port, with a copy thereof to the City and RIDA; provided

that, if the nature of such failure is such that the same cannot reasonably be cured within such thirty (30) day period, and the JEPA diligently commences such cure within such thirty (30) day period and thereafter diligently proceeds to rectify and cure such failure, then such failure shall not constitute a JEPA Event of Default; and provided, further, that if such failure is due to a Force Majeure Event, then such failure shall not constitute a JEPA Event of Default for so long as the Force Majeure Event or the actual collateral effects of such Force Majeure Event exists.

(b) The occurrence of the following events shall constitute an event of default by the Port hereunder (each, a “Port Event of Default”): failure by the Port to perform any express or implied covenants or conditions in this Site Lease, where such failure continues for thirty (30) days after written notice thereof from the JEPA, with a copy thereof to the City and RIDA; provided that, if the nature of such failure is such that the same cannot reasonably be cured within such thirty (30) day period, and the Port diligently commences such cure within such thirty (30) day period and thereafter diligently proceeds to rectify and cure such failure, then such failure shall not constitute a Port Event of Default; and provided, further, that if such failure is due to a Force Majeure Event, then such failure shall not constitute a Port Event of Default for so long as the Force Majeure Event or the actual collateral effects of such Force Majeure Event exists.

Section 17. Remedies on Default.

(a) Upon the occurrence and during the continuance of a JEPA Event of Default, the Port may exercise any and all remedies granted by law or equity which do not adversely affect the interests of the Owners of the Bonds, provided that so long as the Bonds are Outstanding pursuant to the Indenture, the Port may not terminate this Site Lease without the consent of the Owners of a majority in the aggregate of the principal amount of the Bonds outstanding under the Indenture, and shall have no right to any Revenues pledged under the Indenture with respect to any JEPA Event of Default. The Trustee is a third party beneficiary of this Section 17(a).

(b) Upon the occurrence and during the continuance of a Port Event of Default, the JEPA, or the Trustee with respect to the enforcement of any Assigned Rights, shall have the right to bring an action to compel the Port to specifically perform any of its express or implied covenants or agreements contained herein.

Section 18. “As-Is Lease and Waivers.”

(a) JEPA’s Acknowledgment. The JEPA acknowledges that prior to entering into this Site Lease, the Port has given the JEPA sufficient opportunity to consider, inspect and review, to the JEPA’s complete satisfaction: (1) any and all rights, appurtenances, entitlements, obligations, and liabilities concerning the Site, including without limitation any Existing Improvements; (2) the physical condition of the Site, including, without limitation, the condition and value of any Existing Improvements and the soils, subsoil media, and ground waters at or under the Site; (3) the risk of climate change and the possible adverse consequences thereof, including, without limitation, rises in sea level and possible damage to and destruction of the Site; (4) the development potential of the Site including, without limitation, as may be affected by the preceding clause (3); (5) the effect of all Laws, including, without limitation, those concerning land use, environmental quality and maintenance, endangered species, and traffic regulation; (6) the financial prospects of the Site and local market conditions; (7) the JEPA’s determination of the feasibility of the JEPA’s intended use and enjoyment of the Site; (8) the presence of any Pre-Existing Hazardous Material and any other contamination of the Site, including any Existing Improvements, soils, groundwater and adjacent to

San Diego Bay water and sediment; and (9) all other facts, circumstances, and conditions affecting, concerning or relating to the Site. The land use; the environmental, biological, physical and legal condition of the Site; the risks associated with possible climate change; the feasibility of the JEPA's intended use and enjoyment of the Site; and such other facts, circumstances and conditions being collectively referred to herein as the "Condition of the Site"; and, without limitation on any other provision of this Site Lease, the JEPA expressly assumes the risk that adverse conditions affecting the Site have not been revealed by the JEPA's investigations.

(b) Only the Port's Express Written Agreements Binding. The JEPA acknowledges and agrees that no Person acting on behalf of the Port is authorized to make, and that except as expressly set forth in this Site Lease, neither the Port nor anyone acting for or on behalf of the Port has made, any representation, warranty, agreement, statement, guaranty or promise to the JEPA, or to anyone acting for or on behalf of the JEPA, concerning the Condition of the Site or any other aspect of the Site. The JEPA further acknowledges and agrees that no representation, warranty, agreement, statement, guaranty or promise, if any, made by any Person for or acting on behalf of the Port which is not expressly set forth in this Site Lease will be valid or binding on the Port.

(c) As-Is Lease. The JEPA further acknowledges and agrees that the JEPA's execution of this Site Lease shall constitute the JEPA's representation, warranty and agreement that the Condition of the Site has been independently verified by the JEPA to its full satisfaction, and that, except to the extent of the express covenants of the Port set forth in this Site Lease, the JEPA will be leasing the Site based solely upon and in reliance on its own inspections, evaluations, analyses and conclusions, or those of the JEPA's representatives; and that **THE JEPA IS LEASING THE SITE IN ITS "AS-IS, WITH ALL FAULTS" CONDITION AND STATE OF REPAIR INCLUSIVE OF ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN, AS MAY EXIST AS OF THE JEPA'S EXECUTION OF THIS SITE LEASE, INCLUDING ANY EXISTING IMPROVEMENTS.** Without limiting the scope or generality of the foregoing, the JEPA expressly assumes the risk that the Site does not or will not comply with any Laws now or hereafter in effect.

(d) Waivers, Disclaimers and Indemnity.

(i) Waiver and Disclaimer. The JEPA hereby fully and forever waives, and the Port hereby fully and forever disclaims, all warranties of whatever type or kind with respect to the Site, whether expressed, implied or otherwise including, without limitation, those of fitness for a particular purpose, tenantability, habitability or use.

(ii) Port's Materials. The JEPA acknowledges that any information and reports, including, without limitation, any engineering reports, architectural reports, feasibility reports, marketing reports, soils reports, environmental reports, analyses or data, or other similar reports, analyses, data or information of whatever type or kind which the JEPA has received or may hereafter receive from Site Lease Landlord Parties (collectively, the "Landlord's Materials") have been furnished without warranty of any kind other than that the Port has delivered true and correct copies of each of the items set forth on Exhibit F attached hereto as each is filed in the Office of the District Clerk ("Port Documents") and on the express condition that the JEPA will make its own independent verification of the accuracy, reliability and completeness of such Landlord's Materials and that the JEPA will not rely thereon. Accordingly, subject to terms of Section 18(d)(iii) below, the JEPA agrees that under no circumstances will it make any claim against, bring any action, cause of action or proceeding against, or assert any liability upon, Site Lease Landlord Parties or any of the Persons that prepared or furnished any of the Landlord's Materials as a result of the inaccuracy,

unreliability or incompleteness of, or any defect or mistake in, any such Landlord's Materials, and the JEPA hereby fully and forever releases, acquits and discharges Site Lease Landlord Parties and each Person furnishing such Landlord's Materials of and from, any such claims, actions, causes of action, proceedings or liability, whether known or unknown (other than in connection with the Port's breach of its representation and warranty set forth in this Section 18(d)(ii) that the Port has delivered to the JEPA true and correct copies of each of the Port Documents set forth on Exhibit F attached hereto).

(iii) Release and Waiver. Except to the extent of Claims (as defined below) against the Port arising from any breach by the Port of its covenants and obligations expressly provided in this Site Lease or the Port's representation and warranty set forth in Section 18(d)(ii), the JEPA, on behalf of the JEPA, its successors and assigns, hereby fully and forever releases, acquits and discharges the Site Lease Landlord Parties of and from, and hereby fully, and forever waives and agrees not to assert any and all claims, actions, causes of action, suits, proceedings, demands, rights, damages, Related Costs, losses, judgments, provisional relief, fines, penalties, and fees, including, without limitation, any and all claims for compensation, reimbursement, or contribution whatsoever (individually and collectively, "Claims"), whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, that the JEPA, the City, or any Tenant Party, Hotel Operator or any of the JEPA's successors or assigns now has or may have or which may arise or be asserted in the future arising out of, directly or indirectly, or in any way connected with: (i) any act or omission of the Port (or any Person acting for or on behalf of the Port or for whose conduct the Port may be liable), whether or not such act be the active, passive or sole negligence of the Port, in connection with prior ownership, maintenance, operation or use of the Site; (ii) any condition of environmental contamination or pollution at the Site (including, without limitation, any Pre-Existing Hazardous Material or other contamination or pollution of any soils, subsoil media, surface waters or ground waters at the Site and any clean-up or abatement order effecting the Site); (iii) to the extent not already included in clause (ii) above, the prior, present or future existence, release or discharge, or threatened release, of any Hazardous Materials at the Site (including, without limitation, the release or discharge, or threatened release, of any Hazardous Materials into the air at the Site or into any soils, subsoils, surface waters or ground waters at the Site); (iv) the violation of, or noncompliance with, any Environmental Law or other applicable Law now or hereafter in effect, however and whenever occurring; (v) the condition of the soil and groundwater at the Site; (vi) the Condition of the Site, including, without limitation, the condition of any improvements located on the Site including, without limitation, the structural integrity and seismic compliance of such improvements; (vii) any matters which would be shown on an accurate ALTA land survey of the Site (including, without limitation, all existing easements and encroachments, if any); (viii) all applicable Laws now or hereafter in effect; (ix) matters which would be apparent from a visual inspection of the Site; or (x) to the extent not already covered by any of the foregoing clauses (i) through (ix) above, the use, maintenance, development, construction, ownership or operation of the Site by the Port or any predecessor(s)-in-interest in the Site of the Port.

The JEPA hereby RELEASES the Site Lease Landlord Parties from, COVENANTS NOT TO SUE the Site Lease Landlord Parties for and ASSUMES FOR ITSELF all obligations, requirements and liabilities of the JEPA under this Section 18, including any claims for contribution, equitable indemnity or otherwise seeking to transfer or limit the obligations, requirements and liabilities of the JEPA under this Section 18. With respect to all releases made by the JEPA under or pursuant to this Section 18, the JEPA hereby waives the application and benefits of California Civil Code §1542 and hereby verifies that it has read and understands the provision of California Civil Code §1542 set forth below.

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

JEPA: _____

(iv) Survival. The terms of this Section 18 shall survive the expiration or earlier termination of this Site Lease.

Section 19. Equal Employment Opportunity/Nondiscrimination and OFAC.

(a) Nondiscrimination. The JEPA shall comply with Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the California Constitution; the California Fair Employment and Housing Act; the ADA; and any other applicable Laws now existing or hereinafter enacted, requiring equal employment opportunities or prohibiting discrimination. This shall include, without limitation, Laws prohibiting discrimination because of race, color, religion, sex, national origin, ancestry, physical or mental disability, veteran status, medical condition, marital status, age, sexual orientation, pregnancy, or other non-job related criteria. In complying with all such Laws, including, without limitation the ADA, the JEPA shall be solely responsible for such compliance and required programs, and there shall be no allocation of any such responsibility between the Port and the JEPA. The subtenant under the Facility Lease, the sub-subtenant under the Sublease, the Hotel Operator and any sub-sub-tenant of the sub-subtenant under the Sublease (with respect to their operation of the Facility only) shall comply with the requirements of this Section 19.

(b) Compliance with Employment and Labor Requirements. The JEPA shall comply with the Federal Fair Labor Standards Act of 1938; the Federal Labor-Management Reporting and Disclosure Act of 1959; the Occupational Safety and Health Act of 1970; the California Constitution; and any other Laws now existing or hereinafter enacted, regarding employment and labor practices. The JEPA shall also comply with the National Labor Relations Act, including the provisions with respect to the rights of employees to organize.

(c) OFAC Compliance. The JEPA represents and warrants that (i) the JEPA and, to the best of the JEPA's knowledge, the Port and the City (collectively, "the JEPA's Members", each a "JEPA Member") is not now a Person with whom the Port or any citizen of the United States is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and regulations promulgated pursuant thereto, or under any successor statutes or regulations, including, without limitation, persons and entities ("Prohibited Persons") named on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (ii) to the best of the JEPA's knowledge, none of the funds or other assets of the JEPA constitute property of, or are beneficially owned, directly or indirectly, by any Prohibited Persons (iii) to the best of the JEPA's knowledge, no Prohibited Person directly or indirectly Controls the JEPA, or any of the JEPA's Members, either individually or in the aggregate and (iv) to the best of the JEPA's knowledge, none of the funds of the JEPA have been

derived from any unlawful activity with the result that the investment in the JEPA is prohibited by Laws or that this Site Lease is in violation of Laws. The JEPA covenants and agrees that at no time during the Term shall the JEPA Member with a twenty percent (20%) or more direct or indirect interest in the JEPA be a Prohibited Person. The JEPA shall reimburse the Port for all reasonable costs, including, without limitation, attorneys' fees, resulting from the JEPA's failure to comply with this Section 19 other than a failure caused by the Port in its capacity as a JEPA Member. If the JEPA receives written notice that any of the JEPA's Members (other than any such Person that holds an interest in the JEPA through publicly traded securities) is a Prohibited Person, then the JEPA shall promptly use the JEPA's best and reasonable efforts to cause such Person to divest such Person's interests in the JEPA. Notwithstanding any limits set forth in this Section 19, any Person who is blocked under the USA Patriot Act shall be blocked to the full extent required under the USA Patriot Act and any regulations promulgated thereunder.

Section 20. Waiver. No waiver of any provision of this Site Lease shall be implied by any failure of a party to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by a party of any provision of this Site Lease may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Subject to Section 29, the Port shall have the power and authority to waive any requirement of the JEPA under this Site Lease.

Section 21. End of Term. This Site Lease shall terminate without further notice at expiration of the Term. Notwithstanding anything herein to the contrary, in no event shall the Term, together with any holdover period, exceed sixty-six (66) years.

Section 22. Binding Effect. Each of the provisions of this Site Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of the Port and of the JEPA, but also of their respective heirs, successors or assigns, provided this clause shall not permit any assignment, sublease or transfer by the JEPA contrary to the provisions of Section 7 of this Site Lease.

Section 23. No Merger. During the Term, the Port's fee interest in the Site shall never be merged with the JEPA's leasehold interest in the Site pursuant to this Site Lease.

Section 24. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each and every other term, provision, covenant or condition of this Site Lease shall be valid and enforceable to the fullest extent permitted by Laws.

Section 25. Governing Law; Compliance with Law; Venue.

(a) This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

(b) The JEPA shall in all activities on or in connection with the Facility, and in all uses thereof, including without limitation the Permitted Use and any construction of the Convention Center or the making of any Alterations, abide by and comply with, and cause the City to

abide by and comply with, and require the City to enforce the requirement under the Sublease to have the Tenant Parties and Hotel Operator to comply with all Laws at RIDA's sole cost and expense, and the Port shall not have any obligations or responsibilities to comply with any Laws as to the Facility or any use thereby by the JEPA, the City, the Tenant Parties or Hotel Operator. In particular and without limitation, the JEPA, subject to the limitations set forth in Section 29(b), shall have the sole and exclusive obligation and responsibility to comply with the requirements of the following: (i) the San Diego Unified Port District Code, including without limitation, Article 10 (Stormwater Management and Discharge Control), (ii) the ADA, including but not limited to regulations promulgated thereunder, (iii) applicable federal, state and local laws and regulations regarding employment and labor practices, including, without limitation, the provisions of Section 19, (iv) any Coastal Development Permit ("CDP") (including any conditions of approval or mitigation measures or project changes pursuant to the environmental review under the California Environmental Quality Act ("CEQA")) or any other California Coastal Commission regulations or local, state or federal requirements now or hereafter affecting the Facility, including the use or development thereof, (v) the Port Master Plan ("PMP"), (vi) any other development permits or approvals accepted by the JEPA, and (vii) the policies adopted by the BPC.

(c) The venue for any legal proceeding shall be in San Diego County, California.

Section 26. Landlord Transfer. The JEPA acknowledges that, subject to the Port Act and the oversight of the California State Lands Commission, the Port may be required by applicable law to transfer all or any portion of its interest in the Site and in this Site Lease, and the JEPA agrees that in the event of any such transfer and the concurrent express assumption of all of the Port's obligations hereunder and under each of the documents set forth on Exhibit G attached hereto (a "Landlord Transfer"), the Port shall automatically be released from all liability under this Site Lease for periods after the date of such Landlord Transfer, and the JEPA agrees to look solely to such transferee for the performance of the Port's obligations hereunder that arise after the date of such Landlord Transfer. Each landlord hereunder shall be liable only for those obligations arising during its period of ownership and shall be released from further obligations after it completes a Landlord Transfer.

Section 27. Time of Essence. Time is of the essence with respect to this Site Lease and each of its provisions.

Section 28. Representatives. Whenever under the provisions of this Site Lease the approval of the JEPA or the Port is required, or the JEPA or the Port is required to take some action at the request of the other, such approval or such request shall be given for the JEPA by an Authorized Representative of the JEPA and for the Port by an Authorized Representative of the Port (except as such authority may be limited by the Port Act or BPC) from time to time; provided, however, the Port may elect to obtain approval of the BPC as a condition to exercising this authority and any party hereto shall be authorized to rely upon any such approval or request; provided, further, that any election by the Port to obtain approval of the BPC shall not affect the standard applicable to the Port's approval under this Site Lease.

Section 29. Limitation on Liability.

(a) All liabilities under this Site Lease on the part of the Port shall be solely liabilities of the Port as a public corporation, and the JEPA hereby releases each and every officer, director, member of the BPC, employee, partner, affiliate, agent, or contractor of the Port of and from any personal or individual liability under this Site Lease. No officer, director, member of the BPC,

employee, partner, affiliate, agent, or contractor of the Port shall at any time or under any circumstances be individually or personally liable under this Site Lease to the JEPA or to any other party whomsoever for anything done or omitted to be done by the Port hereunder.

(b) All liabilities under this Site Lease on the part of the JEPA shall be solely liabilities of the JEPA as a joint exercise of powers entity, and the Port hereby releases each and every member of the Board of Directors of the JEPA and any officer, employee, staff member, or agent of the JEPA, the City, or the Port, including without limitation any officer, employee, staff member or agent of the JEPA that is also an officer, employee or agent of the City or Port (collectively, the “JEPA Parties”) of and from any personal or individual liability under this Site Lease. None of the JEPA Parties shall at any time or under any circumstances be individually or personally liable under this Site Lease to the Port or to any other party whomsoever for anything done or omitted to be done by the JEPA hereunder. Notwithstanding anything to the contrary set forth in this Site Lease: (i) except for liability related to the JEPA’s negligence, willful misconduct or breach by the JEPA of its obligations under this Site Lease, liability for payment and performance of any and all of its obligations hereunder is a limited liability of the JEPA payable only from amounts paid to the JEPA by the City under the Facility Lease or by RIDA under the Sublease, and (ii) the JEPA shall have no obligation to appropriate amounts from any other source of funds to pay any amount due hereunder or to perform any covenant herein.

Section 30. Notices. All notices or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered or, if mailed by first class mail, postage prepaid, on the third day after deposit in the U.S. Mail to each of the parties listed below at the addresses set forth below. Copies of any notice given to a Party shall also be given to the City, the Port, RIDA and the Trustee.

To JEPA: City of Chula Vista [insert new address for JEPA]
276 Fourth Avenue
Chula Vista, California 91910
Attention: City Manager

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

With copies to: City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910
Attention: Finance Director

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

Port Attorney

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

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

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

To the Trustee: Wilmington Trust, National Association
650 Town Center Drive, Suite 800,
Costa Mesa, CA 92626
Attention: Corporate Trust Services
Fax No.: (714) 384-4151

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

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

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

To RIDA: RIDA Chula Vista, LLC
1777 Walker Street, Suite 501
Houston, Texas 77010
Attention: Ira Mitzner

With copies to: RIDA Chula Vista, LLC
1777 Walker Street, Suite 501
Houston, Texas 77010
Attention: Luke Charlton

Latham & Watkins
12670 High Bluff Drive
San Diego, CA 92130
Attention: Steven Levine

The JEPA, the City, the Port, RIDA and the Trustee, by notice given hereunder, may designate different addresses to which subsequent notices or other communications will be sent. Notices to the Trustee may be given by electronic mail but shall not be deemed delivered until delivered by first class mail, postage prepaid.

Section 31. Further Assurances and Corrective Instruments. The JEPA and the Port shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended to be leased or for carrying out the expressed intention of this Site Lease. Notwithstanding the foregoing, even if the Executive Director (or other applicable representative) of the Port has authority to enter into such supplements and instruments, the Executive Director (or other applicable representative) of the Port may elect to obtain the approval of the BPC as a condition to exercising such authority.

Section 32. Amendment. The terms of this Site Lease shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the JEPA and the Port; provided any amendment shall be made in accordance with Section 5.9 of the Indenture; provided, further, that the consent of the subtenant under the Facility Lease and the sub-subtenant under the Sublease shall be required for any waiver, alteration, modification, supplement or other amendment of the terms of this Site Lease if such consent is required under the terms of the Project Implementation Agreement. The JEPA shall not consent to a waiver, alteration, modification, supplement or other amendment of the terms of the Specified Agreements without the consent of the Port.

Section 33. Entire Agreement. It is understood and acknowledged that there are no oral agreements between the JEPA and the Port affecting this Site Lease and this Site Lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the JEPA and the Port with respect to the subject matter hereof, except for the Prior Agreements (as set forth on Exhibit I, the "Prior Agreements"), the Contemporaneous Agreements and the Approved Agreements to which both are a party. This Site Lease contains all of the terms, covenants, conditions, warranties and agreements of the JEPA and the Port relating in any manner to the rental, use and occupancy of the Facility and shall be considered to be the only agreement between the JEPA and the Port and their representatives and agents, except for the applicable Prior Agreements, the applicable Contemporaneous Agreements, and the applicable Approved Agreements. All negotiations and oral agreements acceptable to the JEPA and the Port have been merged into and are included herein. There are no other representations or warranties between the JEPA and the Port, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Site Lease. However, the JEPA acknowledges and agrees that other documents may restrict the JEPA's use of the Facility or impose other obligations not specifically referenced in this Site Lease, including, but not limited to, conditions of approval of a CDP or mitigation measures under CEQA.

Section 34. Brokers. The Port and the JEPA each hereby warrant to each other that neither has retained or employed any real estate broker or agent in connection with the negotiation of this Site Lease. The JEPA shall be solely responsible for the payment of any fee or commission due to any broker and agrees to indemnify and defend and hold the Port harmless from any and all claims, demands, losses, liabilities, lawsuits and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing by the Port.

Section 35. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Site Lease.

Section 36. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same instrument.

Section 37. Drafting Presumption; Review Standard. The parties acknowledge that this Site Lease has been agreed to by both the parties, that both the JEPA and the Port have consulted with attorneys with respect to the terms of this Site Lease and that no presumption shall be created against the drafting party. Any deletion of language from this Site Lease prior to its execution by the JEPA and the Port shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of the deleted language. Unless otherwise specified in this Site Lease, any approval or consent to be given by Port or BPC may be given or withheld in Port's or BPC's sole and absolute discretion.

Section 38. Transaction Costs. To the extent the JEPA requests any approval, consent or other action by the Port (including, without limitation, in connection with any proposed encumbrance, easement, Alterations, Financing Transaction or Transfer), the JEPA shall pay or reimburse the Port, upon written demand therefor, all of the Port's reasonable attorneys' fees and other third party costs incurred by the Port in connection therewith, together with the Port's then current processing or cost recovery fee for similar transactions consistent with any schedule of such fees then utilized by the Port. The Port shall provide the JEPA with a copy of any such fee schedule following written request therefor from JEPA. Such costs and fees shall be payable to the Port whether or not the Port grants such approval or consent, or undertakes the action requested by the JEPA. The JEPA's obligation to make payments pursuant to this Section 38 is limited as set forth in Section 29(b) hereof.

Section 39. Constitutional Rights. Nothing in this Site Lease is intended to limit any rights that any party has under the Constitution of the United States of America or the California State Constitution with respect to any act, including the enactment of any Law, by the Port or any other Governmental Authority, including, without limitation, any claim for a taking, and this Site Lease shall be construed as to give effect to such intent.

Section 40. Consents. The Port agrees that whenever the JEPA requests the Port's consent in connection with the City's request for the JEPA's consent under the Facility Lease due to RIDA's request for the City's consent under the Sublease, the Port will grant or deny such request using the same standard of discretion, and within the same time period, as would be applicable to the City under the Sublease with respect to such request.

Section 41. Memorandum of Lease. The Port and the JEPA shall each execute and properly acknowledge a short form memorandum of this Site Lease in the form attached hereto as Exhibit J. The JEPA may record a copy of such memorandum at its cost and expense. Upon the expiration or earlier termination of this Site Lease, the JEPA agrees to execute, acknowledge and deliver to the Port a quitclaim deed in recordable form, releasing and quitclaiming to the Port all right, title and interest of JEPA in and to the Site and terminating the short form memorandum.

Section 42. Project Implementation Agreement. Certain rights and obligations of the Port and the JEPA with respect to the Facility are set forth in the Project Implementation Agreement. Among other provisions, the Project Implementation Agreement includes certain rights of the Port to grant easements, licenses, and access agreements with respect to the Site and such rights are expressly reserved herein by the Port.

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

Port: SAN DIEGO UNIFIED PORT DISTRICT, a public corporation

By: _____
Its: _____

APPROVED AS TO FORM AND LEGALITY:

Thomas A. Russell, General Counsel

JEPA: CHULA VISTA BAYFRONT FACILITIES
FINANCING AUTHORITY, a California joint
exercise of powers authority

By: _____
Its: _____

APPROVED AS TO FORM AND LEGALITY:

Co-Counsel, Thomas A. Russell, General
Counsel of the San Diego Unified Port District

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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed under the foregoing to the Chula Vista Bayfront Facilities Financing Authority (the “JEPA”), is hereby accepted by the undersigned officer or agent on behalf of the Board of the JEPA, pursuant to authority conferred by resolution of the said Board adopted on _____, [2021], and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, [2021]

CHULA VISTA BAYFRONT FACILITIES FINANCING
AUTHORITY

By: _____
Its: Executive Director

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"

CONVENTION CENTER LEASE PARCEL

BEGINNING AT STATION NO. 107 ON THE MEAN HIGH TIDE LINE OF THE BAY OF SAN DIEGO, AS SAID MEAN HIGH TIDE LINE IS SHOWN ON MISCELLANEOUS MAP NO. 217, FILED IN THE RECORDER'S OFFICE OF THE COUNTY OF SAN DIEGO; THENCE ALONG SAID MEAN HIGH TIDE LINE SOUTH 58°27'22" EAST (RECORD SOUTH 58°28'01" EAST), 105.95 FEET TO THE INTERSECTION WITH THE RIGHT-OF-WAY OF MARINA PARKWAY, FORMERLY TIDELANDS AVENUE AS DEDICATED PER DOCUMENT RECORDED OCTOBER 10, 1966 AS FILE NO. 163052 AND THE BEGINNING OF A NON TANGENT 20.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID CURVE BEARS NORTH 33°15'14" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 04' 34" A DISTANCE OF 17.13 FEET TO THE **TRUE POINT OF BEGINNING**. THENCE CONTINUING SOUTHERLY ALONG SAID CURVE AND RIGHT-OF-WAY OF MARINA PARKWAY THROUGH A CENTRAL ANGLE OF 22°02'58" A DISTANCE OF 7.70 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY THE FOLLOWING THREE COURSES: 1) SOUTH 14°22'45" EAST, 269.73 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 4,740.00 FEET; 2) THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°32'06" A DISTANCE OF 292.44 FEET; 3) THENCE SOUTH 17°54'50" EAST, 705.69 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 72°12'12" WEST, 14.67 FEET; THENCE SOUTH 67°45'00" WEST, 64.39 FEET; THENCE SOUTH 72°12'12" WEST, 72.20 FEET; THENCE NORTH 88°19'10" WEST, 23.16 FEET; THENCE NORTH 78°16'38" WEST, 13.37 FEET; THENCE NORTH 74°05'34" WEST, 21.14 FEET; THENCE NORTH 79°25'36" WEST, 27.73 FEET; THENCE NORTH 87°11'55" WEST, 23.86 FEET; THENCE NORTH 03°28'36" EAST, 8.00 FEET; THENCE NORTH 87°00'15" WEST, 23.79 FEET; THENCE NORTH 88°14'32" WEST, 31.74 FEET; THENCE NORTH 89°22'43" WEST, 32.40 FEET; THENCE SOUTH 89°25'59" WEST, 24.07 FEET; THENCE SOUTH 88°15'34" WEST, 32.25 FEET; THENCE NORTH 37°33'31" WEST, 5.60 FEET; THENCE NORTH 56°17'05" WEST, 8.85 FEET; THENCE NORTH 76°31'40" WEST, 12.98 FEET; THENCE NORTH 86°10'39" WEST, 16.09 FEET; THENCE NORTH 86°35'34" WEST, 18.27 FEET; THENCE NORTH 80°35'22" WEST, 17.55 FEET; THENCE NORTH 72°42'50" WEST, 19.41 FEET; THENCE NORTH 62°34'06" WEST, 24.53 FEET; THENCE NORTH 63°24'30" WEST, 68.58 FEET; THENCE NORTH 70°41'58" WEST, 17.06 FEET; THENCE NORTH 84°56'52" WEST, 14.79 FEET; THENCE SOUTH 85°45'23" WEST, 11.10 FEET; THENCE SOUTH 74°10'06" WEST, 9.39 FEET; THENCE NORTH 17°34'06" WEST, 22.65 FEET; THENCE NORTH 72°52'32" EAST, 14.25 FEET; THENCE NORTH 17°34'06" WEST, 346.24 FEET;

THENCE SOUTH 72°45'10" WEST, 45.60 FEET;
 THENCE NORTH 62°34'06" WEST, 33.81 FEET;
 THENCE NORTH 17°47'38" WEST, 193.43 FEET;
 THENCE SOUTH 72°26'06" WEST, 121.66 FEET;
 THENCE NORTH 17°34'06" WEST, 1.81 FEET;
 THENCE SOUTH 72°25'54" WEST, 118.07 FEET;
 THENCE NORTH 17°34'06" WEST, 100.27 FEET;
 THENCE NORTH 72°25'54" EAST, 84.95 FEET;
 THENCE NORTH 17°47'46" WEST, 372.75 FEET;
 THENCE NORTH 63°11'58" EAST, 366.02 FEET;
 THENCE SOUTH 26°48'02" EAST, 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE
 SOUTHERLY HAVING A RADIUS OF 83.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 26°48'02"
 WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°43'43" A DISTANCE
 OF 57.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF
 77.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 12°55'41" WEST; THENCE ALONG THE ARC OF
 SAID CURVE THROUGH A CENTRAL ANGLE OF 25°46'25" A DISTANCE OF 34.64 FEET; THENCE SOUTH
 17°34'06" EAST, 279.27 FEET; THENCE NORTH 72°25'54" EAST, 305.50 FEET; THENCE NORTH 17°34'06"
 WEST, 237.50 FEET; THENCE NORTH 72°19'26" EAST, 54.89 FEET TO THE **TRUE POINT OF BEGINNING**.

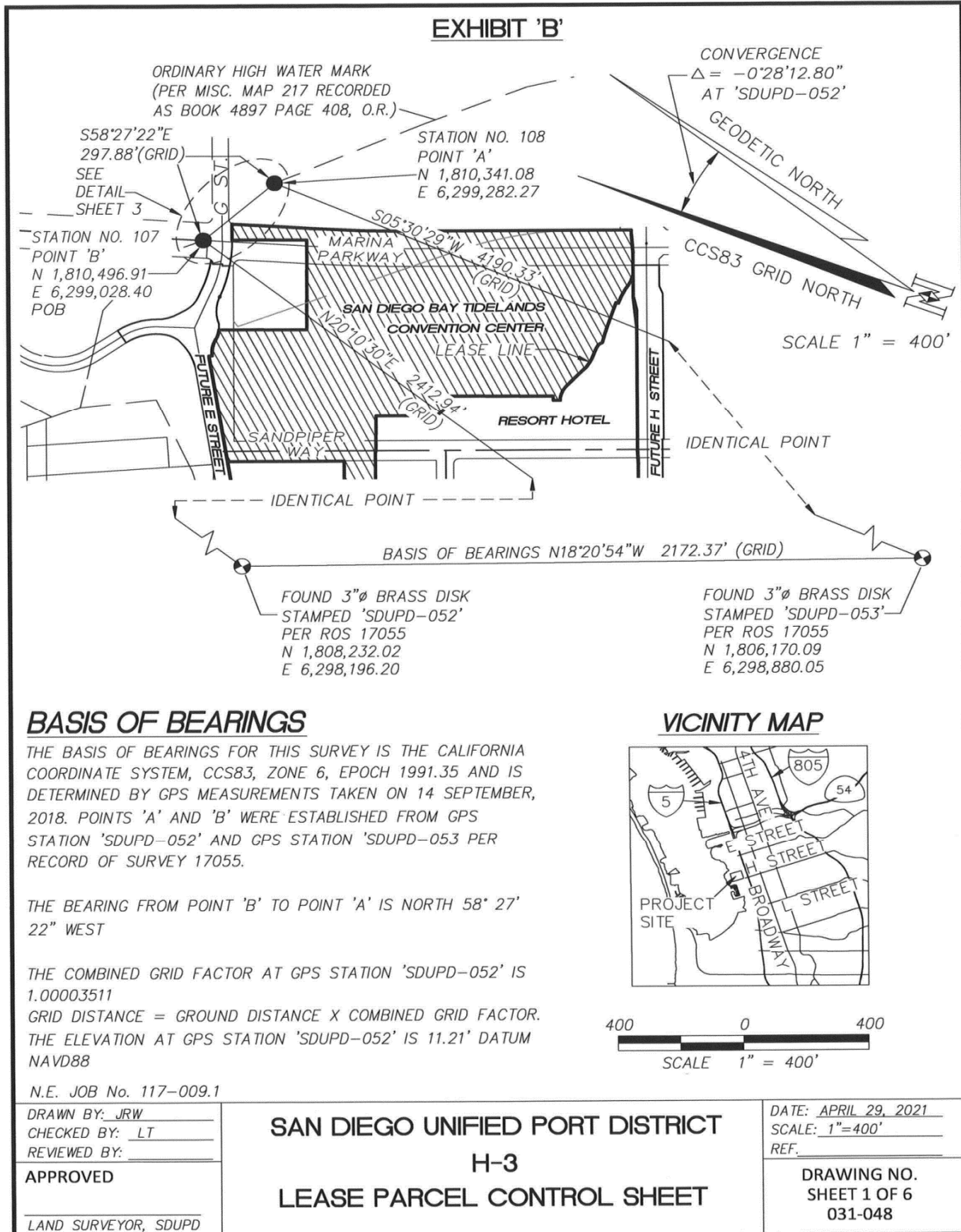
CONTAINING AREA = 756,920 SQUARE FEET OR 17.377 ACRES, MORE OR LESS.

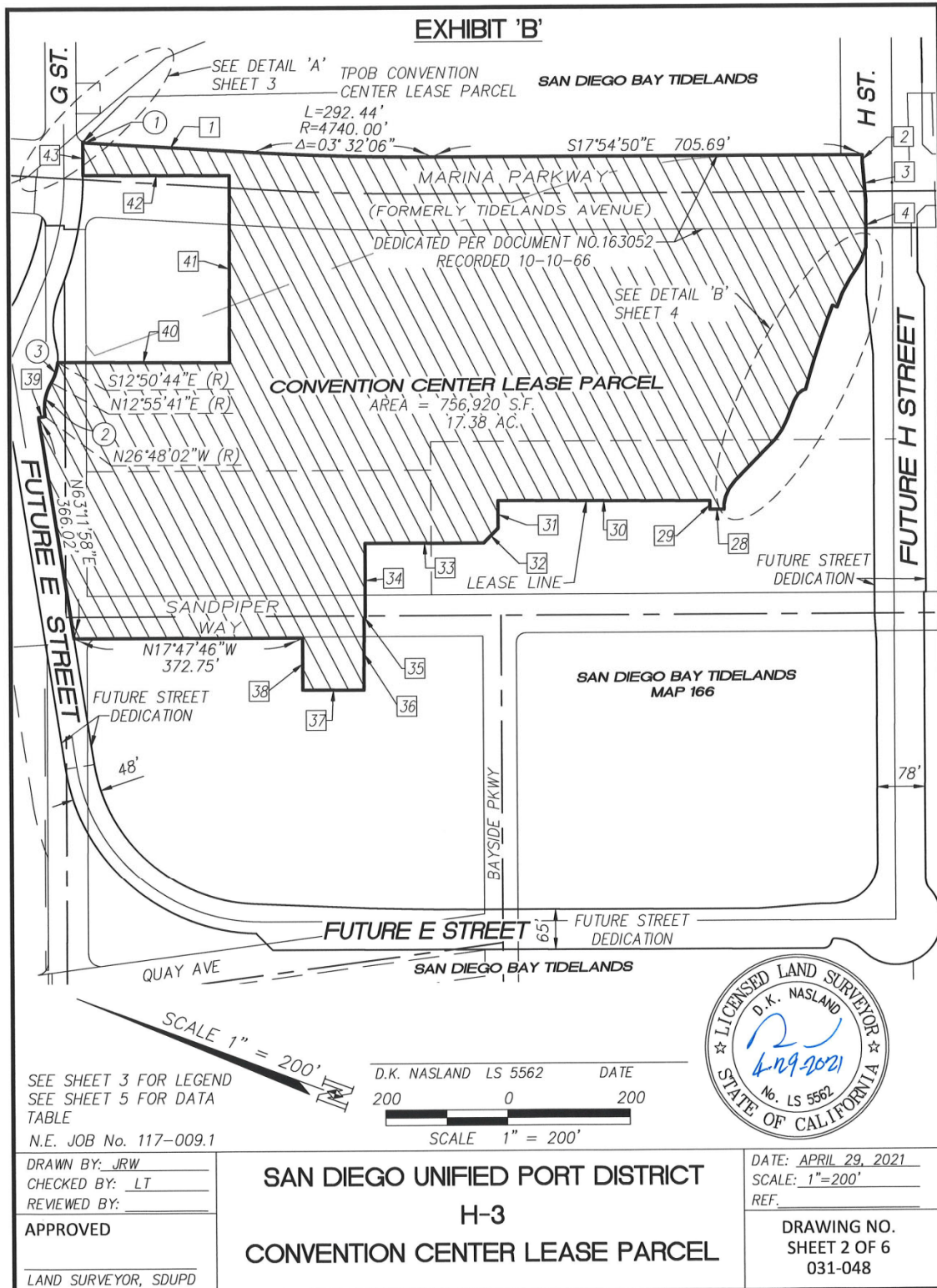


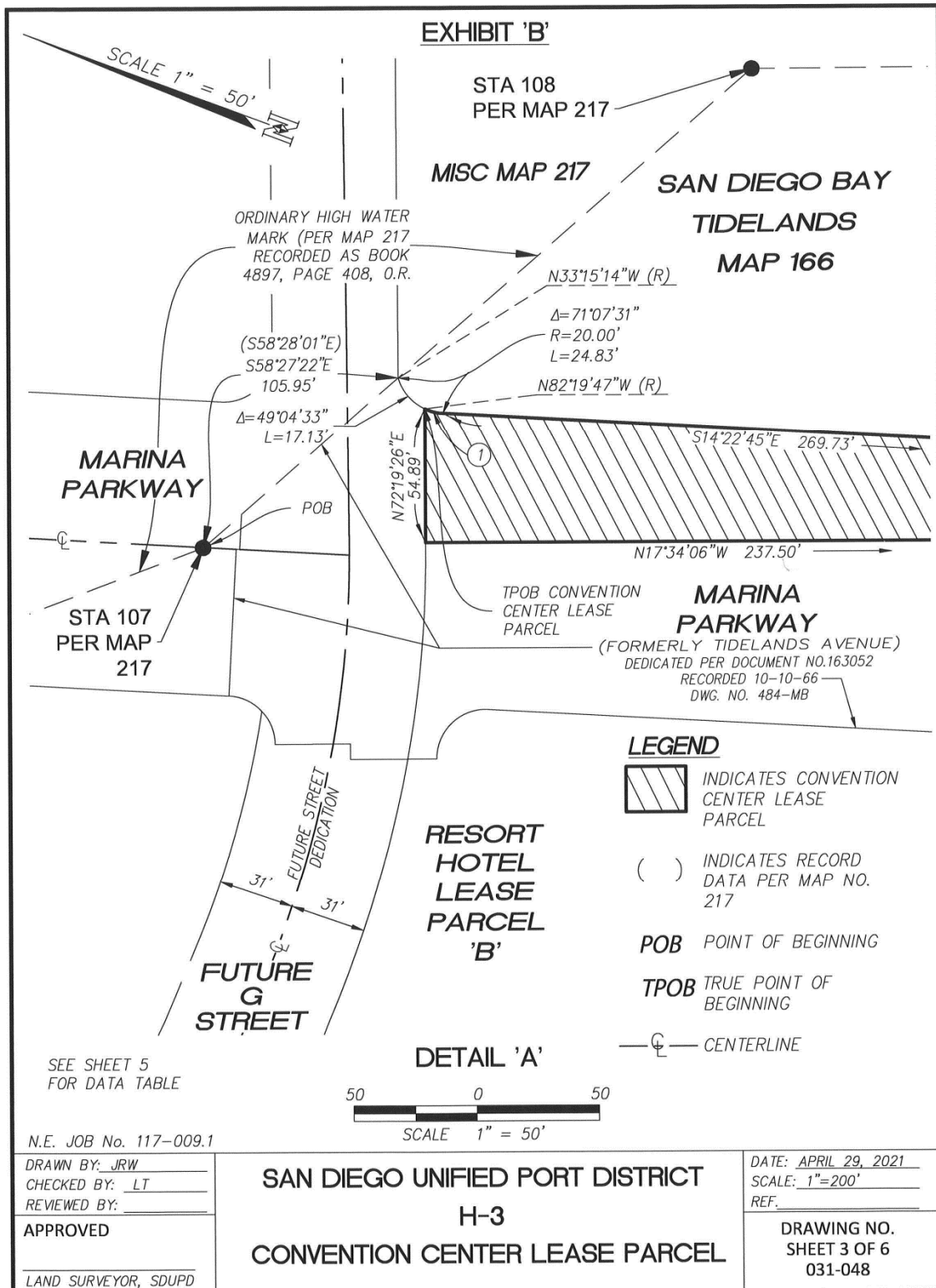
D.K. NASLAND LS 5562

EXHIBIT B

PLAT MAP OF SITE







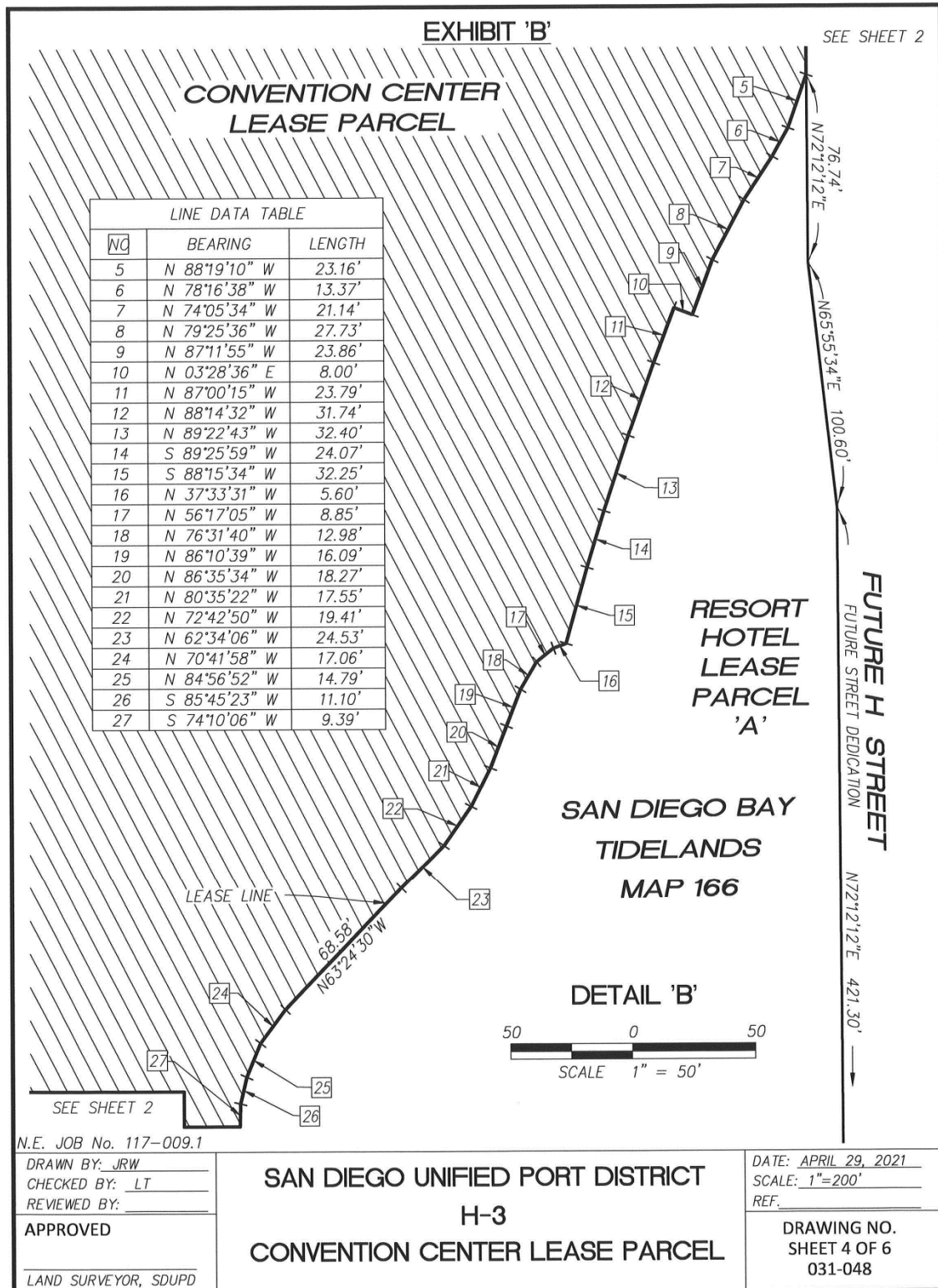


EXHIBIT 'B'

LINE DATA TABLE		
NO	BEARING	LENGTH
1	S 14°22'45" E	269.73'
2	S 72°12'12" W	14.67'
3	S 67°45'00" W	64.39'
4	S 72°12'12" W	72.20'
28	N 17°34'06" W	22.65'
29	N 72°52'32" E	14.25'
30	N 17°34'06" W	346.24'
31	S 72°45'10" W	45.60'
32	N 62°34'06" W	33.81'
33	N 17°47'38" W	193.43'
34	S 72°26'06" W	121.66'
35	N 17°34'06" W	1.81'
36	S 72°25'54" W	118.07'
37	N 17°34'06" W	100.27'
38	N 72°25'54" E	84.95'
39	S 26°48'02" E	11.00'
40	S 17°34'06" E	279.27'
41	N 72°25'54" E	305.50'
42	N 17°34'06" W	237.50'
43	N 72°19'26" E	54.89'

CURVE DATA TABLE			
NO	DELTA	RADIUS	LENGTH
1	22°02'58"	20.00'	7.70'
2	39°43'43"	83.00'	57.55'
3	25°46'25"	77.00'	34.64'

N.E. JOB No. 117-009.1

DRAWN BY: JRW

CHECKED BY: LT

REVIEWED BY:

APPROVED

LAND SURVEYOR, SDUPD

SAN DIEGO UNIFIED PORT DISTRICT
H-3
CONVENTION CENTER LEASE PARCEL

DATE: APRIL 29, 2021

SCALE: 1"=200'

REF:

DRAWING NO.
 SHEET 5 OF 6
 031-048

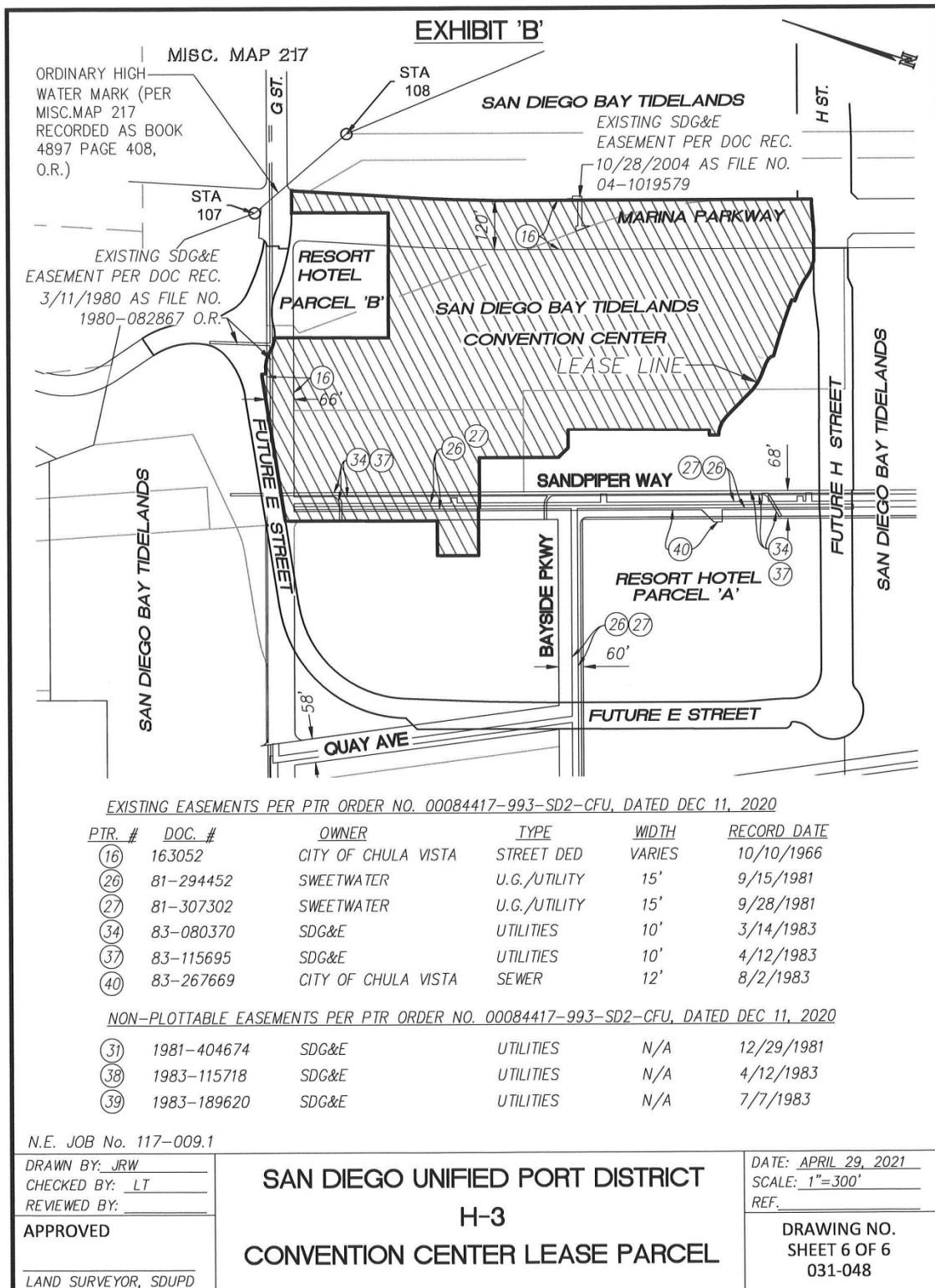


EXHIBIT C
FACILITY LEASE

EXHIBIT D
SUBLEASE

EXHIBIT E
DEFINITIONS ADDENDUM

DEFINITIONS ADDENDUM

AFFILIATE:	with respect to any Person, any Person that Controls, is directly or indirectly Controlled by, or is under common ownership or Control with, such Person.
ALTERATIONS:	any alterations, additions, installations, removals, demolitions, improvements or other physical changes to the Site and the Improvements following the Completion of the Convention Center, including the addition, installation or removal of any fixtures (other than trade fixtures) but excluding installation, maintenance, replacement or refreshing of any furniture, trade fixtures or equipment.
APPROVED AGREEMENTS:	defined in Section 2(b) of this Site Lease.
BONDS:	defined in the Indenture.
BPC:	defined in Section 2(c) of this Site Lease.
BUSINESS DAY:	a day (other than a Saturday or Sunday) on which banks in San Diego County, California are open for ordinary banking business.
CDP:	defined in Section 25(b) of this Site Lease.
CEQA:	defined in Section 25(b) of this Site Lease.
CITY:	defined in the preamble of this Site Lease.
CLAIMS:	defined in Section 18(d)(iii) of this Site Lease.
CLOSING DATE:	the date on which the 2021 Bonds are issued under the Indenture.
COMPLETE	defined in the Project Implementation Agreement
CONDITION OF THE SITE:	defined in Section 18(a) of this Site Lease.
CONTEMPORANEOUS AGREEMENTS:	means agreements executed on or around the date hereof by the Parties or their Affiliates with respect to the Site, including but not limited to the Project Implementation Agreement, this Site Lease, the Facility Lease, the Ground Lease and the Sublease.
CONTROL, CONTROL, CONTROLLED AND CONTROLLING:	shall be deemed, with respect to any Person, to be either or both (i) the ownership of more than fifty percent (50%) of the stock or other voting interest of such Person or the ownership of beneficial interests in such Person, or (ii) the power to direct the management of such Person with respect to major decisions of such Person, whether

DEFINITIONS ADDENDUM

through voting interests or by way of agreement.

CONVENTION CENTER: means all Improvements located on the Site, other than the Existing Improvements.

CONVENTION CENTER DELIVERY DATE means the date on which the JEPA delivers the Complete Convention Center to the City, or the date on which the JEPA delivers any portion thereof to the City in a condition which allows for use and occupancy by the City of the portion delivered to it.

CVBMP DOCUMENTS: means the following documents: (i) the Settlement Agreement (defined in the Ground Lease); (ii) Chula Vista Bayfront Development Policies (District Clerk No. 59407); (iii) Chula Vista Bayfront Master Plan Natural Resources Management Plan (District Clerk No. 65065), approved by the BPC on May 10, 2016, by Resolution No. 2016-79, and the City Council of the City of Chula Vista on June 14, 2016, by Resolution No. 2016-119; (iv) Chula Vista Bayfront Master Plan Public Access Program (District Clerk No. 59408); (v) Chula Vista Bayfront Design Guidelines (District Clerk No. 67959); (vi) Integrated Planning Vision (District Clerk No. 63989); (vii) Chula Vista Bayfront Master Plan & Port Master Plan Amendment (District Clerk Nos. 59406); (viii) Mitigation Monitoring and Reporting Program for the Chula Vista Bayfront Master Plan (District Clerk No. 56555), and (ix) the CDP for the Hotel, Convention Center, and Parking Improvements (as defined in the Ground Lease)..

EIR: defined in Section 5 of this Site Lease.

ENVIRONMENTAL LAWS: Laws and other requirements in effect during the Term that regulate Hazardous Materials or otherwise relate to public health and safety or the protection of the environment.

EXCAVATED SOIL REMOVAL: defined in Section 15(c)(i) of this Site Lease.

EXISTING IMPROVEMENTS: any improvements located on, in, over or under the Site (including utilities, storm drains and park ways) that are in existence as of the Closing Date, whether constructed by Port, a prior tenant or another third party.

FACILITY: defined in the recitals of this Site Lease.

FACILITY LEASE: defined in the recitals of this Site Lease.

FACILITY LEASE PERMITTED the Permitted Encumbrances (as defined in the Facility Lease).

DEFINITIONS ADDENDUM

ENCUMBRANCES

FORCE MAJEURE EVENT:

means the occurrence of any of the following events (and the actual collateral effects of such event), individually or in any combination, to the extent that (x) such event is beyond the reasonable control of the Port or the JEPA, as applicable and (y) such event and/or such actual collateral effect prevents the Port or the JEPA, as applicable, from the performance of its obligations under this Site Lease:

(a) A strike, or similar labor disturbances causing a work stoppage, excluding any such strike or work stoppage that could have been avoided had the Port, the JEPA, the Hotel Operator or a Tenant Party, as applicable, complied with Laws or labor agreements with respect to the Facility, if any.

(b) Hurricanes, typhoons, tornadoes, cyclones, other severe storms, lightning or floods.

(c) Days of precipitation or high winds in any month in excess of ten (10) year average for the area within the Port's jurisdiction.

(d) An earthquake, volcanic eruptions, explosions, disease, epidemics or other natural disaster.

(e) Fires (including wildfires).

(f) Inability to procure labor, utilities, equipment, materials, or supplies in the open market due to lack of availability (but, in each case, not attributable to a mere increase in price or the Port's or the JEPA's acts or failure to act).

(g) Acts of war or armed conflict, insurrections, riots, and acts of terrorism (including hijacking, chemical or biological events, nuclear events, disease related events, arson or bombing) or, with respect to any of the foregoing, any threat thereof.

(h) Extraordinary delays in the issuance of any approvals or authorizations from any Governmental Authority (excluding any non-regulatory approvals by the Port and the JEPA) that is necessary to proceed with development or operation of the Convention Center (provided that the Port or the JEPA, as applicable, has timely and properly filed all applications, submitted all required documents and fees and taken all other reasonable actions that are necessary to obtain such approvals or authorizations and that the City, the Hotel Operator or a Tenant Party is not

DEFINITIONS ADDENDUM

responsible for the delay in the issuance of such approvals or authorizations by such party's actions or inactions). For purposes of this paragraph, (A) "extraordinary delays" with respect to City regulatory approvals or authorizations that are subject to the Staffing and Processing Agreement shall mean delays in City processing actions or approvals that exceed 150% of the time periods for City actions under the terms of the Staffing and Processing Agreement, excluding any such delays caused by any Tenant Party's own actions or inactions thereunder, and (B) "extraordinary delays" with respect to any other approval or authorization from any Governmental Authority shall mean delays beyond the reasonably expected time period for such approval or authorization which reasonably expected time period shall include customary or reasonably foreseeable delays in obtaining such approvals.

(i) An act of God.

(j) Embargoes or blockades.

(k) Pre-Existing Hazardous Material.

(l) Closures ordered by any Governmental Authority that do not arise from a breach of this Site Lease or misconduct by the Port or the JEPA, as applicable.

**GOVERNMENTAL
AUTHORITY:**

each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality having or claiming jurisdiction over the Site (or any activity this Site Lease allows), including without limitation, the Port and the City, United States federal government, the State and County governments and their subdivisions and municipalities, and all applicable Government Agencies, governmental authorities, and subdivisions thereof.

GOVERNMENT AGENCY: any federal, state or local government agency (including, but not limited to, the United States Environmental Protection Agency, the Regional Water Quality Control Board, Department of Toxic Substances Control or Air Resources Board).

GROUND LEASE: defined in the recitals of this Site Lease.

**GROUND LEASE
PROPERTY:** defined in the recitals of this Site Lease.

HAZARDOUS MATERIAL: any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, including, without limitation, asbestos and oil and petroleum products, which is a "Hazardous Material" or "Hazardous Substance" within the meaning of any

DEFINITIONS ADDENDUM

	applicable Law (including, but not limited to, hazardous substances as defined by Cal. Health & Safety Code § 25316 and anything that may result in contamination or pollution as defined by Cal. Water Code § 13050), and at any concentration that is subject to regulation under any Law relating to such Hazardous Material or Hazardous Substance. Notwithstanding any exclusion from the definition of hazardous substance or hazardous material in any applicable Law, Hazardous Material as defined herein includes any hydrocarbons, petroleum, petroleum products or waste and any other chemical, substance or waste, that is regulated by, or may form the basis of liability under, any Environmental Laws.
HAZARDOUS MATERIALS ACTIVITY:	generation, bringing, use, storage, emission, release, or disposal of any Hazardous Material, or products or materials which include any hazardous substance as a component.
HOTEL:	defined in the recitals of this Site Lease.
HOTEL MANAGEMENT AGREEMENT:	management agreement for the Hotel and the Convention Center between RIDA and the Hotel Operator.
HOTEL OPERATOR:	RIDA's counterparty to a Hotel Management Agreement that is in effect in accordance with the Sublease.
IMPROVEMENTS:	the Existing Improvements and those buildings, structures and other improvements (including vaults, utilities and other underground improvements) now or hereafter (including the Convention Center, Alterations and any other ancillary improvements constructed during the Term) located on, in, over or under the Site.
INDENTURE:	defined in Section 1 of this Site Lease.
INQUIRY:	any notice, inquiry, investigation, proceeding, or claim by any Government Agency or other Person regarding the presence that occurs during the Term of any Hazardous Material on, in, under, from or about the Facility
JEPA:	defined in the preamble of this Site Lease.
JEPA AGREEMENT:	defined in the preamble of this Site Lease.
JEPA EVENT OF DEFAULT:	defined in Section 16(a) of this Site Lease.
JEPA MEMBER / JEPA MEMBERS:	defined in Section 19(c) of this Site Lease.

DEFINITIONS ADDENDUM

JEPA PARTIES:	defined in Section 17(b) of this Site Lease.
LANDLORD'S MATERIALS:	defined in Section 18(d)(ii) of this Site Lease.
LANDLORD TRANSFER:	defined in Section 26 of this Site Lease.
LAWS:	all of the following to the extent (i) applicable to the Site, the Improvements or any activity under this Site Lease, (ii) binding and enforceable and (iii) promulgated, adopted, approved or enacted by a Governmental Authority: present and future state of California, federal and local laws, orders, ordinances, regulations, statutes, requirements, codes and executive orders, including, without limitation, the ADA, and any law of like import, and all rules, regulations and government orders with respect thereto, including without limitation any of the foregoing relating to Hazardous Materials, environmental matters (including, but not limited to, Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Air Act, the Clean Water Act, Oil Pollution Act, the Toxic Substances Control Act and comparable and supplemental California laws), the California Coastal Act, CEQA, the Public Trust Doctrine, public health and safety matters and landmarks protection, as any of the same now exist or may hereafter be adopted or amended. Said Laws shall include, but are not limited to, the Laws enacted by the San Diego Unified Port District Act, such as Article 10 of the San Diego Unified Port District Code; the PMP; the policies of the BPC; any applicable ordinances of the city in which the Site is located, including the building code thereof, and any permits and approvals by any Governmental Authority, the City, and the Port, including, without limitation, any California Coastal Development Permit, applicable to the Site or the use or development thereof.
OFAC:	defined in Section 19(c) of this Site Lease.
PARTY; PARTIES	JEPA or Port individually and JEPA and Port collectively.
PERMITTED FINANCING ENCUMBRANCES:	a Financing Transaction (as defined in the Ground Lease) or an encumbrance that secures a Financing Transaction (as defined in the Ground Lease) to which the lessor under the Ground Lease has consented.
PERMITTED LENDER:	defined in the Sublease.
PERMITTED USE:	the Primary Use and such additional uses permitted in Section 5 of

DEFINITIONS ADDENDUM

	this Site Lease.
PERSON:	any individual, partnership, firm, joint venture, association, corporation, limited liability company, Government Agency or any other form of business entity.
PMP:	defined in Section 25(b) of this Site Lease.
PORT:	defined in the preamble of this Site Lease.
PORT EVENT OF DEFAULT:	defined in Section 16(b) of this Site Lease.
PORT ACT:	defined in the Sublease
PORT DOCUMENTS:	defined in Section 18(d)(ii) of this Site Lease.
PRE-EXISTING HAZARDOUS MATERIAL:	any Hazardous Material located on or under the Site prior to the Commencement Date, whether known or unknown, and any Hazardous Material located outside the Site (including any premises owned by the Port) prior to the Commencement Date that migrates onto the Site thereafter.
PRIMARY USE:	defined in Section 5 of this Site Lease.
PRIOR AGREEMENTS:	defined in Section 33 of this Site Lease.
PROHIBITED PERSONS:	defined in Section 19(c) of this Site Lease.
PROJECT IMPLEMENTATION AGREEMENT:	defined in the recitals of this Site Lease.
RENT:	defined in the Sublease.
RIDA:	defined in the recitals of this Site Lease.
SITE:	defined in the recitals of this Site Lease.
SITE LEASE	defined in the recitals of this Site Lease.
SITE LEASE LANDLORD PARTIES:	the Port and its officers, directors, employees, partners, affiliates, agents, contractors, consultants, successors and assigns and the members of the Board of Port Commissioners.
SITE LEASE PERMITTED ENCUMBRANCES:	as of any particular time: (1) liens for general ad valorem taxes and assessments, if any, (x) not then delinquent or (y) being contested in good faith by appropriate proceedings and otherwise in accordance

DEFINITIONS ADDENDUM

	with this Site Lease; (2) the Facility Lease; (3) this Site Lease; (4) the Sublease; (5) the Indenture; and (6) the Permitted Financing Encumbrances.
SPECIFIED AGREEMENTS:	the Facility Lease, the Sublease, CFD Loan Agreement, and the Indenture.
STAFFING AND PROCESSING AGREEMENT:	RIDA Hotel and Convention Center Project Staffing and Processing Agreement between City and RIDA dated effective June 3, 2020.
SUBLEASE:	defined in the recitals of this Site Lease.
SUBLEASE PERMITTED ENCUMBRANCES:	the Permitted Encumbrances (as defined in the Sublease).
TENANT PARTY:	RIDA, and the agents, employees, representatives, contractors, subcontractors, suppliers, materialmen, workmen, licensees, concessionaires, Affiliates and successors and assigns of RIDA, and Subtenants, and the agents, employees, representatives, contractors, subcontractors, suppliers, materialmen, workmen, concessionaires, licensees, Affiliates and successors and assigns of each of such Subtenants, in each case, when acting only in the capacity of a Tenant Party.
TERM:	defined in Section 3 of this Site Lease.
TRUSTEE:	defined in Section 1 of this Site Lease.
2021 BONDS	defined in the Indenture.
USA PATRIOT ACT:	defined in Section 19(c) of this Site Lease.

EXHIBIT F

PORT DOCUMENTS

[Insert list of documents that were provided by the Office of the District Clerk to Chicago Title Company that are part of the Approved Title Exceptions (as defined in the DDA).]

EXHIBIT G

PORT DOCUMENTS TO BE ASSUMED ON LANDLORD TRANSFER

1. Ground Lease
2. Site Lease
3. Project Implementation Agreement
4. Support Agreement
5. CVBMP Documents [parties to determine which CVBMP documents will be transferred prior to execution of this Site Lease.]

[Insert any other documents that qualify as Landlord Transfer Documents.]

EXHIBIT H

APPROVED DOCUMENTS

1. CVBMP Documents
2. Approved Title Exceptions
3. Plans

[Insert all other documents, including financings documents, that are approved prior to the Closing Date.]

(to be revised / completed prior to execution.)

EXHIBIT I

PRIOR AGREEMENTS

1. Disposition and Development Agreement (Sections 4.1(f), 4.7(c), 4.7(d), 4.17, 8.2, and 8.3)
2. Right of Entry for Pre-Closing Phase 1A Improvements

[Insert any other documents that qualify as Prior Agreements prior to execution of this Site Lease.]

EXHIBIT J**FORM OF MEMORANDUM OF LEASE**

RECORDING REQUESTED BY:

(Above Space for Recorder's Use Only)

MEMORANDUM OF LEASE

This Memorandum of Lease, hereinafter "**Memorandum**," is dated _____, 20__, between SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("**Landlord**") and the CHULA VISTA BAYFRONT FACILITIES FINANCING AUTHORITY, a California joint exercise of powers authority ("**Tenant**") concerning that certain real property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference made a part hereof (the "**Leased Premises**").

For good and adequate consideration, Landlord leases the Leased Premises to Tenant, and Tenant hires them from Landlord, for the term and on the provisions contained in that certain Site Lease of even date herewith by and between Landlord and Tenant (the "Site Lease"), including without limitation provisions prohibiting assignment, subleasing, and encumbering said leasehold without the express written consent of Landlord in each instance, all as more specifically set forth in said Site Lease, and, subject to the terms of Section 10(b) of the Site Lease, Landlord conveys to Tenant and Tenant accepts from Landlord, all of Landlord's right, title and interest in and to the Existing Improvements, which said Site Lease is incorporated in this Memorandum by this reference.

The term of the Site Lease is [up to] sixty-six (66) years, beginning _____, 20__, and ending _____, 20__ as set forth in Section 3 of the Site Lease.

This Memorandum is not a complete summary of the Site Lease. Provisions in this Memorandum shall not be used in interpreting the Site Lease provisions. In the event of conflict between the terms of this Memorandum and terms of the Site Lease, the terms of the Site Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first set forth above.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL

SAN DIEGO UNIFIED PORT DISTRICT,
a public corporation

By: _____
Assistant/Deputy

By: _____
Tony Gordon
Director, Real Estate

CHULA VISTA BAYFRONT FACILITIES
FINANCING AUTHORITY, a California joint
exercise of powers authority

By: _____
Its: _____

APPROVED AS TO FORM AND LEGALITY:

Co-Counsel, Thomas A. Russell, General
Counsel of the San Diego Unified Port District

Co-Counsel, Glen Googins, City Attorney of
the City of Chula Vista

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

(to be attached prior to execution.)

EXHIBIT B TO MEMORANDUM OF LEASE

DEPICTION OF PREMISES

(to be attached prior to execution.)

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.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are 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 of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Documents

Signer(s) Other Than Named Above