

**OMNIBUS LEASE AMENDMENT**

This Omnibus Lease Amendment (this “**Omnibus Amendment**”) is entered into as of April \_\_\_\_\_, 2025 (“**Effective Date**”) by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (“**Landlord**”), SAFE HARBOR MARINAS, LLC, a Delaware limited liability company (“**SHM**”), SHM CABRILLO ISLE, LLC, a Delaware limited liability company (“**SHM Cabrillo Isle**”), SHM SOUTH BAY, LLC, a Delaware limited liability company (“**SHM South Bay**”), SHM SUNROAD, LLC, a Delaware limited liability company (“**SHM Sunroad**”), and SHM SHELTER ISLAND, LLC, a Delaware limited liability company (“**SHM Shelter Island**”).

**RECITALS**

WHEREAS, SHM is, as of the Effective Date, the 100% sole owner of each of SHM Cabrillo Isle, SHM South Bay, SHM Sunroad, and SHM Shelter Island; and

WHEREAS, each of SHM Cabrillo Isle, SHM South Bay, SHM Sunroad, and SHM Shelter Island may be referred to individually in this Omnibus Amendment as a “**Tenant**” and collectively as the “**Tenants**”;

WHEREAS, Landlord and Tenants are parties to the following:

- i. Second Amended and Restated Lease dated May 31, 2021 and recorded in the Office of the District Clerk as Document No. 72861, as amended by Agreement for Amendment of Lease Amendment No. 1 dated October 26, 2021 and recorded in the Office of the District Clerk as Document No. 73287, and Amendment No. 2 dated January 22, 2024 and recorded in the Office of the District Clerk as Document No. 76299 (as so amended, the “**Cabrillo Isle Lease**”), between SHM Cabrillo Isle and Landlord;
- ii. Amended and Restated Lease dated December 13, 2021 and recorded in the Office of the District Clerk as Document No. 73446 (the “**California Yacht Marina Lease**”) between SHM South Bay and Landlord;
- iii. Amended and Restated Lease dated November 1, 2022 and recorded in the Office of the District Clerk as Document No. 74684 (the “**CV Marina Lease**”) between SHM South Bay and Landlord;
- iv. Lease dated March 23, 2021 and recorded in the Office of the District Clerk as Document No. 72382, as amended by Agreement for Amendment of Lease Amendment No. 1 dated November 1, 2021 and recorded in the Office of the District Clerk as Document No. 73299 (as so amended, the “**Sunroad Marina Lease**”) between SHM Sunroad (as successor by assignment of Sunroad Marina Partners, L.P. pursuant to that certain Assignment and Assumption of Lease dated August 16, 2021) and Landlord;
- v. Amended and Restated Lease dated December 1, 2021 and recorded in the Office of the District Clerk as Document No. 73444 (the “**Sunroad Restaurant Lease**”) between SHM Sunroad and Landlord; and

- vi. Amended and Restated Lease dated May 17, 2021 and recorded in the Office of the District Clerk as Document No. 72862 (the “**Shelter Island Lease**”) between SHM Shelter Island and Landlord; and

WHEREAS, the Cabrillo Isle Lease, the California Yacht Marina Lease, the CV Marina Lease, the Sunroad Marina Lease, the Sunroad Restaurant Lease, and the Shelter Island Lease shall be collectively referred to in this Omnibus Amendment as the “**Leases**” and individually as a “**Lease**”;

WHEREAS, capitalized terms not defined in this Omnibus Amendment shall have the definitions ascribed to them in each of the Leases;

WHEREAS, BIP Poseidon Holdco L.P., a Delaware limited partnership (“**BIP**”), is under contract to acquire all of the issued and outstanding equity interests of SHM (the “**Transfer**”), which Transfer constitutes a Change in Entity under each Lease that requires Landlord’s approval in accordance with the terms of the applicable Lease; and

WHEREAS, as a condition of Landlord approving the Transfer under each Lease, Landlord is requiring that Tenants enter into this Omnibus Amendment.

## **AGREEMENT**

NOW THEREFORE, for valuable consideration, the Leases are hereby amended as set forth below:

1. **Approved Parent.** Each of the Leases is hereby amended as follows:

- a. All references to (i) Sun Communities, Inc., a Maryland real estate investment trust (“**Sun**”), (ii) Sun, (iii) Sunroad Marina Partners, L.P., or (iv) Sun Communities Operating Limited Partnership, a Michigan limited partnership (“**SCOLP**”), are deleted in their entirety.

- b. All references to the “**Approved Parent**” shall be deemed to refer to any entity that directly or indirectly Controls Guarantor.

- c. The defined term “**TRS Affiliate**” shall be deemed deleted and replaced in its entirety with the following: “any entity that is a wholly owned subsidiary of either (A) Guarantor or (B) SHM TRS, LLC, a Delaware limited liability company; provided that a TRS Affiliate shall only exist for purposes of this Lease for so long as both Guarantor and SHM TRS are wholly owned direct or indirect subsidiaries of Approved Parent.”.

2. **Sunroad Marina Lease Amendments.**

- a. The following is hereby added as a new Section 5.5.2(b)(iii) of the Sunroad Marina Lease: “any rent received by Tenant from any Subtenant which is a TRS Affiliate.”.

- b. The last sentence of Section 11.1 of the Sunroad Marina Lease is hereby deleted in its entirety and replaced with the following: “For purposes of this Lease, the term “Sublease” shall not include (i) the rental of boat slips and dock lockers to tenants not operating a business on or from the Premises, or (ii) the sublease of portions of the Premises to TRS

Affiliates. As used herein, “**TRS Affiliate**” shall mean any entity that is a wholly owned subsidiary of either (A) Guarantor or (B) SHM TRS, LLC, a Delaware limited liability company; provided that a TRS Affiliate shall only exist for purposes of this Lease for so long as both Guarantor and SHM TRS are wholly owned direct or indirect subsidiaries of Approved Parent.”.

c. SHM Sunroad agrees that SHM Sunroad’s performance of all its obligations under the Sunroad Marina Lease shall be guaranteed by SHM (“**Guarantor**”), and SHM Sunroad shall cause Guarantor to execute and deliver to Landlord, concurrently with SHM Sunroad’s execution and delivery of this Omnibus Amendment, a Continuing Guaranty in the form of Exhibit A attached hereto (the “**Sunroad Marina Lease Guaranty**”); provided that Guarantor’s tangible net worth (not including goodwill as an asset) computed in accordance with generally accepted accounting principles (“**Net Worth**”) shall be equal to or greater than \$250,000,000, and throughout the Term (as defined in the Sunroad Marina Lease), Guarantor shall be required to maintain a Net Worth equal to or greater than such amount. Guarantor’s failure to maintain Net Worth in accordance with the preceding sentence shall constitute a default under the Sunroad Marina Lease unless a replacement guarantor that meets the Net Worth requirement and is otherwise acceptable to Landlord in Landlord’s reasonable discretion provides a replacement guaranty in substantially the same form as the Sunroad Marina Lease Guaranty within 10 business days after demand. In addition,

#### 4. **Miscellaneous.**

a. Except as modified by this Omnibus Amendment, all terms, covenants, and conditions of the Leases shall remain in full force and effect. The Recitals set forth above are incorporated into this Omnibus Amendment by reference. In the event of any conflict between the terms and provisions of the Leases and the terms and provisions of this Omnibus Amendment, the terms and provisions of this Omnibus Amendment shall govern and control.

b. This Omnibus Amendment shall be construed and enforced in accordance with the laws of the State of California.

c. This Omnibus Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Any facsimile or copies of original signatures or signatures delivered electronically (such as .pdf, .tif, or other electronic files or via DocuSign) shall be considered and treated as if they were original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Landlord, Safe Harbor Marinas, LLC, SHM Cabrillo Isle, LLC, SHM South Bay, LLC, SHM Sunroad, LLC, and SHM Shelter Island, LLC have executed this Omnibus Lease Amendment as of the Effective Date set forth above.

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

**SAN DIEGO UNIFIED PORT DISTRICT,**  
a public corporation

By: \_\_\_\_\_  
Assistant/Deputy

By: \_\_\_\_\_  
Adam Meyer, Director, Real Estate

**TENANTS:**

**SHM CABRILLO ISLE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SHM SOUTH BAY, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SHM SUNROAD, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SHM SHELTER ISLAND, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A****Continuing Guaranty**

This Continuing Guaranty ("**Guaranty**") dated \_\_\_\_\_, 2025, is made by Safe Harbor Marinas, LLC, a Delaware limited liability company, hereinafter "**Guarantor**," whose business address is 14785 Preston Rd., Suite 975, Dallas, TX 75254, in favor of the San Diego Unified Port District, a public corporation ("**District**").

WHEREAS, District and SHM Sunroad, LLC, a Delaware limited liability company ("**Tenant**") are parties to that certain Lease dated March 23, 2021 and recorded in the Office of the District Clerk as Document No. 72382 (as amended by Amendment No. 1 dated November 1, 2021 and recorded in the Office of the District Clerk as Document No. 73299 and by Omnibus Amendment dated \_\_\_\_\_, 2025, the "**Sunroad Marina Lease**"); and

WHEREAS, Guarantor has agreed to guaranty all of Tenant's obligations under the Sunroad Marina Lease pursuant to the terms of this Guaranty.

**AGREEMENT**

For value received, and in consideration of, and in order to induce the District to enter into that certain Omnibus Amendment, dated as of the date hereof, Guarantor hereby agrees as follows:

1. The foregoing recitals are hereby incorporated by reference.
2. Guarantor unconditionally and absolutely guarantees to District the full and prompt payment and performance of all obligations of Tenant which Tenant presently or hereafter may have under the Sunroad Marina Lease (collectively, the "**Obligations**").
3. Guarantor represents and warrants that Guarantor is the sole member of Tenant.
4. The obligations of Guarantor hereunder are independent of the Obligations. A separate action may be brought or prosecuted against Guarantor, whether the action is brought or prosecuted against Tenant or whether Tenant is joined in the action.
5. Guarantor, waives the benefit of any statute of limitations affecting Guarantor's liability, individually or collectively, under this Guaranty.
6. The provisions of the Sunroad Marina Lease may be changed by written agreement between District and Tenant at any time, without the consent of or without notice to the Guarantor. The Guarantor shall guaranty the Obligations, as changed from time to time. Assignment of the Sunroad Marina Lease (as permitted by the Sunroad Marina Lease) shall not affect this Guaranty. District's failure or delay in the enforcement of any of its rights also shall not affect this Guaranty. If some or all of the Obligations are discharged or modified pursuant to any bankruptcy or similar proceedings (including, without limitation, by reason of the disaffirmance or rejection of the Sunroad Marina Lease), Guarantor's obligations hereunder will continue in full force and effect as if some or all of the Obligations had not been so discharged or modified. The liability of Guarantor hereunder shall in no way be affected by the release or discharge of Tenant or any other guarantor of the Sunroad Marina Lease or any disability or other defense of Tenant. If Tenant defaults under the Sunroad Marina Lease, District can proceed immediately against the

Guarantor, Tenant, or both, or District can enforce against Guarantor, Tenant, or both, any rights that District has under the Sunroad Marina Lease or pursuant to applicable laws. If the Sunroad Marina Lease terminates and District has any rights it can enforce against Tenant after termination, District can enforce those rights against Guarantor, without giving prior notice to Tenant, Guarantor, or both, or without making any demand on either of them.

7. Guarantor waives the right to require District to: (a) proceed against Tenant; (b) proceed against or exhaust any security that District holds from Tenant; or (c) pursue any other remedy in District's power. Guarantor waives any defense by reason of any disability of Tenant, and waives any other defense based on the termination of Tenant's ability from any cause. Guarantor further waives all rights and defenses that are or may become available to Guarantor, including without limitation any rights and defenses set forth in Sections 2787 through 2856, inclusive, of the California Civil Code.

8. Until all Obligations under the Sunroad Marina Lease have been discharged in full, Guarantor has no right of subrogation against Tenant. Guarantor waives: (a) its rights to enforce any remedies that District now has, or later may have, against Tenant; (b) any right to participate in any security now or later held by District; (c) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty; and (d) all notices of the existence, creation, or incurrence of new or additional Obligations.

9. If District is required to enforce Guarantor's obligations by legal proceedings, Guarantor shall pay District all costs incurred, including but not limited to reasonable attorneys' fees. District has the right to prosecute Guarantor for the full amount for said costs.

10. Guarantor's obligations under this Guaranty shall be binding, jointly and severally, on any successor of Guarantor, individually or collectively. As used herein, a successor of Guarantor shall mean any assignee, transferee, personal representative, heir, or other Person succeeding lawfully, and pursuant to the provisions of said Sunroad Marina Lease, to the rights or obligations of Guarantor, individually or collectively. Also as used herein, District shall mean District's successors and assigns, if any.

11. Venue for any legal proceeding shall be in San Diego County, California. This Guaranty shall be construed and enforced in accordance with the laws of the State of California.

In witness thereof, Guarantor has entered into this Continuing Guaranty as of the date first written above.

APPROVED AS TO FORM AND LEGALITY  
GENERAL COUNSEL

**SAN DIEGO UNIFIED PORT DISTRICT**

By: \_\_\_\_\_  
Assistant/Deputy

By: \_\_\_\_\_  
Adam Meyer  
Director, Real Estate

**SAFE HARBOR MARINAS, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_