

AMENDMENT NO. 2 TO FIRST RIGHT TO NEGOTIATE AGREEMENT

This Amendment No. 2 to First Right to Negotiate Agreement (“Amendment”) is made and entered into this ____ day of May, 2025, by and between the SAN DIEGO UNITED PORT DISTRICT, a public corporation (“District”), and LPP Lane Field, LLC, a Delaware limited liability company (“Developer”). The District and Developer are collectively referred to as the “Parties” and individually referred to as “Party”.

RECITALS

A. District and Developer entered into a First Right to Negotiate Agreement dated on April 28, 2014 (“Agreement”) regarding the property located at 1220 Pacific Highway (as delineated on the Exhibit A attached to and incorporated in the Agreement) (“1220 Property”), which Agreement is on file in the Office of the District Clerk bearing Document No. 61818, and amended by that certain Agreement for Amendment of First Right to Negotiate Agreement – Amendment No. 1 dated February 15, 2024, on file in the Office of the District Clerk bearing Document No. 76421; and

B. Developer submitted their original plan for development of Parcels 1 through 4 of the Property to the District under the Agreement on April 16, 2024. The District rejected that plan by letter dated August 13, 2024, which commenced the 270-day Negotiating Period under the Agreement for negotiation of an Option to Lease for proposed leasing and development of only Parcels 3 and 4 of the 1220 Property (Parcels 3 and 4 hereinafter referenced as the “Property”), which Negotiating Period is set to expire on June 13, 2025.

C. District and Developer now wish to amend the Agreement to provide for negotiation of an Exclusive Negotiating Agreement rather than an Option to Lease and to extend the Negotiating Period as set forth below.

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

AGREEMENT

1. The Parties agree the above recitals are true and correct and are incorporated herein as part of this Amendment.

2. The Agreement is hereby amended so that all references to “option to lease” and “Option” are replaced with “exclusive negotiating agreement” and “ENA” so that Developer’s right under the agreement is now a right of negotiation towards an ENA rather than an Option.
3. The Parties agree that the right to negotiate during the Negotiating Period under the Agreement applies only to Parcels 3 and 4 and the 1220 Property (which Parcels are delineated on Exhibit A attached to and incorporated in the Agreement), and does not apply to Parcels 1 and 2.
4. The Agreement is hereby amended to extend the Negotiating Period under Section 1(b) by 180 days so that the Negotiating Period shall now expire on December 10, 2025, unless earlier terminated under the terms of the Agreement. In accordance with Section 1(e) of the Agreement, the Agreement shall automatically terminate if by the end of the Negotiating Period, the Parties have not reached agreement on, and Developer has not signed, an ENA, and upon such automatic termination, neither Party shall have any further rights or remedies to the other pursuant to the Agreement, and the Developer agrees that it shall have no right to specific performance for conveyance of, nor to claim any right of title or interest in the 1220 Property or any portion thereof.
5. Section 2 is hereby deleted in its entirety and replaced with the following:
 2. **CONSIDERATION.** Consideration to be paid by Developer and/or invested in the Property in connection with a future lease and development project, if any, is to be negotiated by the Parties.
6. Section 8 is hereby deleted in its entirety and replaced with the following:
 8. **NATURE OF AGREEMENT.** The Parties acknowledge and agree that this Agreement is for the sole purpose of stating the intention of the Parties to negotiate during the Negotiating Period, and if such negotiations are successful, to potentially enter an ENA, subject to approval of the Board of Port Commissioners (“BPC”), in its sole and absolute discretion. The Parties do not intend to be bound regarding any proposed development or leasing of the 1220 Property or any portion thereof unless and until a definitive agreement, if any, is approved by the BPC, in its sole and absolute discretion, and executed by both Parties. District’s execution of this Agreement is merely an agreement to enter into the Negotiating Period subject to the terms and conditions set forth herein, reserving final discretion and approval by the District and the BPC as to any further actions, if any. Nothing contained in this

Agreement shall constitute a waiver, amendment, promise or agreement by the District as to the granting of any approval, permit, consent, right, or other entitlement in the exercise of the District's regulatory or proprietary capacity or function or its discretionary authority.

(SIGNATURE PAGE FOLLOWS)

The parties hereto have executed this Amendment as of the day and the year first written above.

APPROVED AS TO FORM AND LEGALITY
GENERAL COUNSEL

SAN DIEGO UNIFIED PORT DISTRICT

By: _____

By: _____

Adam Meyer
Acting Director, Real Estate

LPP LANE FIELD, LLC

By: _____

Name: _____

Title: _____