

**AMENDMENT NO. 2 TO
JOINT USE AND MANAGEMENT AGREEMENT**

This AMENDMENT NO. 2 TO JOINT USE AND MANAGEMENT AGREEMENT (this "Second Amendment"), dated _____, 2021, is entered into by and among The City of San Diego (the "City"), Padres LP., a Delaware limited partnership (the "Padres"), and San Diego Ballpark Funding LLC, a Delaware limited liability company ("SDB") (collectively referred to as the "Parties"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the JUMA (defined below).

RECITALS

A. On November 3, 1998, the electorate of the City of San Diego approved Proposition C, which consisted of Ordinance No. 0-18613 (the "Ordinance") and the Memorandum of Understanding between the Padres, the City, the Redevelopment Agency of the City of San Diego (the City as the Successor Agency is the successor in interest to the Redevelopment Agency following the dissolution of redevelopment, and both are referred to as the "Agency"), and the Centre City Development Corporation currently known as Civic San Diego ("Civic") (the "MOU").

B. Pursuant to the Ordinance and the MOU, the City and the Padres entered into that certain Joint Use and Management Agreement dated as of February 1, 2000 (the "Original JUMA"), and recorded that certain Memorandum of Joint Use and Management Agreement made as of December 3, 2001, by and between the City and the Padres, in the San Diego County Recorder's Office (the "Recorder's Office") on February 14, 2002, as Document No. 2002-0131011.

C. Pursuant to that certain Deed, Transfer, Conveyance and Assignment Agreement dated as of May 15, 2002, and recorded in the Recorder's Office on May 21, 2002, as Document No. 2002-0428749 (the "JUMA Assignment"), the Padres assigned certain of its rights under the Original JUMA to SDB, and SDB assumed certain of the Padres' obligations under the Original JUMA, all as more particularly described in the JUMA Assignment.

D. Pursuant to Section 2 of the Ordinance and Section XXXVIII of the MOU, the City is authorized to enter into any amendments or modifications to the MOU if in the City Council's judgment they are in the best interest of the City, Agency and Civic provided that such amendments or modifications do not materially: (1) decrease the rights or increase the obligations of the City; (2) increase the financial commitments of the City; or (3) decrease revenue to the City. As set forth in Resolution No. _____, the City Council has made the required judgments and determinations.

E. Pursuant to Section 3 of the Ordinance, the City is authorized to enter into agreements that implement the Ordinance and the MOU, if such implementing agreements are in the best interests of the City, Agency and Civic and do not materially: (1) decrease the rights or increase the obligations of the City pursuant to the MOU; (2) increase the financial commitments of the City pursuant to the MOU; or (3) decrease revenue to the City pursuant to the MOU. As set forth in Resolution No. _____, the City Council has made the required determinations.

F. On May 21, 2012, pursuant to Section 28.23 of the Original JUMA, the City Council authorized Amendment No. 1 to the Joint Use and Management Agreement ("JUMA First Amendment"), as set forth in Resolution No. R-307455.

G. The Original JUMA and the JUMA First Amendment shall be referred to hereinafter as the "JUMA."

H. The Parties desire to remove the prohibition on holding and sponsoring amateur and professional football games at the Ballpark Property, so that the Parties may hold these types of events pursuant to all other terms and conditions of the JUMA in the future.

I. In order to hold and sponsor amateur and professional football games at the Ballpark Property, the Padres have indicated that there is a required investment in the total estimated amount of Two Million Two Hundred Thousand Dollars to modify the field to allow football to be played. The Parties agree that these costs are Event Capital Expenditures subject to Section 7.22 of the JUMA.

J. The Parties desire and intend by the execution and recordation of this Second Amendment to amend the JUMA as set forth below pursuant to Section 28.23 of the JUMA. Except as expressly set forth herein, the JUMA shall remain in full force and effect in accordance with its terms.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

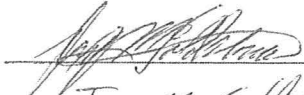
1. Incorporation. The recitals set forth in paragraphs A through J above are hereby accepted and incorporated herein.
2. Paragraph 5.2.4. Paragraph 5.2.4 shall be deleted in its entirety.

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3. Paragraph 5.4.5. Paragraph 5.4.5 shall be deleted in its entirety.

IN WITNESS WHEREOF, the City, the Padres, and SDB have executed this Amendment as of the date first above written.

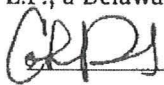
THE CITY OF SAN DIEGO, a municipal corporation

By: 

Name: Jay M. Goldstone

Title: Chief Operating Officer

PADRES L.P., a Delaware limited partnership

By: 

Name: Caroline Perry

Title: SVP, Business Admin. & General Counsel

SAN DIEGO BALLPARK FUNDING, LLC, a Delaware limited liability company

By: 

Name: Caroline Perry

Title: SVP, Business Admin. & General Counsel

Approved as to form this 11th day of August, 2021

MARA W. ELLIOTT, City Attorney

By: 

Deputy City Attorney

Melissa Ables

Print Name

R- 313669