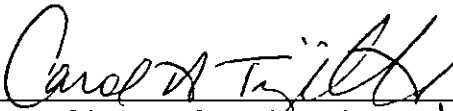


THE ATTACHED AGREEMENT HAS BEEN REVIEWED
AND APPROVED AS TO FORM BY THE CITY
ATTORNEY'S OFFICE AND WILL BE
FORMALLY SIGNED UPON APPROVAL BY
THE CITY COUNCIL



Glen R. Googins for Michael Shirey
City Attorney

Dated: 10-23-14

CRA ADVANCE FUNDING AGREEMENT
BETWEEN
THE SUCCESSOR AGENCY TO
THE REDEVELOPMENT AGENCY OF THE CITY OF CHULA VISTA,
CITY OF CHULA VISTA AND
ROHR, INC.

CRA ADVANCE FUNDING AGREEMENT

This CRA Advance Funding Agreement (“**Agreement**”) is made and entered into by and among the Successor Agency to the Redevelopment Agency of the City of Chula Vista (“**Agency**”), the City of Chula Vista (“**City**”) and Rohr, Inc., a Delaware corporation (“**Rohr**”) (each a “**Party**” or collectively “**Parties**”). All references in this Agreement to the Agency shall be deemed to include the Agency’s predecessor, the Redevelopment Agency of the City of Chula Vista, and any assignee of the Agency or City under this Agreement.

RECITALS

A. Rohr is the owner of certain real property located on the Chula Vista Bayfront (“**Bayfront**”) upon which Rohr operates an aircraft manufacturing plant.

B. The Agency and City are committed to the redevelopment of the Bayfront pursuant to the Chula Vista Bayfront Master Plan (“**CVBMP**”). A key component of the CVBMP is a proposed exchange of land owned by the San Diego Unified Port District (“**Port**”) commonly known as Parcels HP-5, H-13, H-14 and H-15 (“**Exchange Property**”), for property owned by Pacifica, a private developer, which intends to redevelop the Exchange Property. Portions of the Exchange Property formerly owned by Rohr must be remediated before the exchange transaction can proceed.

C. The Agency, City, Rohr and the Port are parties to that certain Relocation Agreement, dated July 13, 1999, as amended (collectively, “**Relocation Agreement**”), which, among other things, allocates costs and responsibilities between Rohr and the Port for environmental contamination and remediation of certain properties on the Chula Vista Bayfront, including portions of the Exchange Property.

D. In 2010, Rohr and the Agency entered into a Cooperative Remediation Agreement under which, among other things, (1) Rohr agreed to prepare, submit to the RWQCB, and implement a Remedial Action Plan for remediation of certain Bayfront properties, including portions of the Exchange Property; and (2) the Agency agreed to provide financial support, in the form of annual payments, to Rohr for the development and implementation of the Remedial Action Plan and other related purposes. The Cooperative Remediation Agreement calls for the next annual payment, in the amount of \$250,000, to be paid to Rohr on July 31, 2015 (the “**2015 CRA Payment**”).

E. A dispute has arisen between the Port and Rohr concerning their relative financial responsibility for the costs of investigation and remediation activities on Parcel HP-5 (collectively, “**Outstanding Remediation Costs**”). In the spirit of cooperation and in the interests of allowing the investigation and remediation of HP-5 to move forward expeditiously, and without waiving their respective positions or rights regarding responsibility for the Outstanding Remediation Costs, the Port and Rohr have agreed to a 50/50 interim allocation of such costs, up to a total of \$1,000,000, and the City has agreed to advance to Rohr the amount of the 2015 CRA Payment to be applied toward Rohr’s 50% share of the Outstanding Remediation Costs. Contemporaneously with execution of this Agreement, Rohr

and the Port are entering into an Interim Cost Allocation Agreement concerning the 50/50 interim allocation of the Outstanding Remediation Costs between Rohr and the Port.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of and in reliance upon the foregoing and of the mutual promises set forth below, the Parties agree as follows:

1. City Advance of 2015 CRA Payment: Repayment. Within thirty (30) days following full execution of this Agreement, the City shall advance to Rohr the amount of the 2015 CRA Payment (“**Payment Advance**”). The Payment Advance shall be used by Rohr solely to fund its share of the Outstanding Remediation Costs pursuant to the Interim Cost Allocation Agreement. Within thirty (30) days of the payment by the Agency to Rohr of the 2015 CRA Payment, Rohr shall repay the amount of the Payment Advance to the City.

2. Entire Agreement: Waiver: Amendment. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter of this Agreement. All waivers, modifications or amendments of any of the provisions of this Agreement must be in writing and signed by authorized representatives of the Party or Parties to be bound thereby. The waiver by any Party of any term, covenant, agreement or condition in this Agreement shall be limited to the specific instance and for the specific purpose to which it applies and shall not be deemed a waiver of any other or further breach of or noncompliance with any term, covenant, agreement or condition.

3. Governing law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflicts of laws principles.

4. Severability. If any provision of this Agreement shall be determined to be illegal or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, all other terms and conditions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by law.

5. Rules of Construction. The parties acknowledge and agree that each of the Parties and their counsel have participated fully in the negotiation and drafting of this Agreement. In cases of uncertainty as to the meaning, intent or interpretation of any provision of this Agreement, the Agreement shall be construed without regard to which of the Parties caused, or may have caused, the uncertainty to exist.

6. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument, and signatures transmitted by pdf/email or fax shall be accepted as original.

7. Warranty of Authorized Signatories. Each of the authorized signatories hereto warrants and represents that he or she is competent and is authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

8. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person, sent by certified mail, postage prepaid or sent by a nationally recognized overnight courier that provides documentation of delivery.

Notices to the Agency shall be addressed as follows:

Successor Agency to the Redevelopment Agency of the
City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910
Attention: Eric Crockett, Assistant Development Services Director

With a copy to:

City Attorney's Office
City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910
Attention: Michael J. Shirey, Deputy City Attorney III

Notices to the City shall be addressed as follows:

City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910
Attention: Eric Crockett, Assistant Development Services Director

With a copy to:

City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910
Attention: Michael J. Shirey, Deputy City Attorney III

Notices to Rohr shall be addressed as follows:

Rohr, Inc.
850 Lagoon Drive
Chula Vista, CA 91910-2098
Attention: Rick Siordia

With a copy to:

Geoffrey Robinson
Perkins Coie LP
Four Embarcadero, 2400
San Francisco, CA 94111

And a copy to:

Rohr, Inc.
850 Lagoon Drive
Chula Vista, CA 91910-2098
Attention: Group Counsel

A Party may change its address by giving notice in writing to the other Party in the manner provided above. Thereafter, notices, demands and other correspondence pertinent to this Agreement shall be addressed and transmitted to the new address.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

Agency:

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF
CHULA VISTA, a redevelopment agency**

By: _____
Name: _____
Its: _____

City:

CITY OF CHULA VISTA, a charter city

By: _____
Name: _____
Its: _____

Rohr:

ROHR, INC., a Delaware corporation

By: _____
Name: Robert Touss
Its: V.P. Finance

Attest:

City Clerk

Approved as to form:

City Attorney/Agency Counsel