

Exhibit H

Form of Completion Guaranty

THIS COMPLETION GUARANTY (“**Guaranty**”), is made as of _____, by MFO Holding Company, LLC (“**Guarantor**”) to and for the benefit of the San Diego Unified Port District, a public corporation (“**Port District**”), the Chula Vista Bayfront Facilities Financing Authority, a joint exercise of powers authority (“**Authority**”), the City of Chula Vista, a chartered municipal corporation (the “**City**,” and, together with the Port District and the Authority, the “**Public Entities**”), and JPMorgan Chase Bank, National Association, a banking association organized and existing under the laws of the United States, as Administrative Agent under and as defined in the Bond Purchase Agreement (as defined below) (in such capacity, the “**Administrative Agent**”).

RECITALS

A. RIDA Chula Vista, LLC, a Delaware limited liability company (together with any successors and assigns, “**RIDA**”), is party to that certain ground lease, dated as of the date hereof, by and between Port District and RIDA (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Hotel Ground Lease**”).

B. The Hotel Ground Lease requires RIDA to develop and construct the “Resort Hotel” (as defined in the Hotel Ground Lease) and the “Parking Improvements” (as defined in the Hotel Ground Lease) in accordance with the Hotel Ground Lease.

C. RIDA is a party to that certain Sublease Agreement (Chula Vista Bayfront Convention Center), dated as of the date hereof, by and between the City and RIDA (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Convention Center Sublease**”).

D. RIDA is a party to that certain Project Implementation Agreement, dated as of the date hereof, by and among Authority, City, Port District and RIDA (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**PIA**” and, collectively with the Hotel Ground Lease and the Convention Center Sublease, the “**Project Documents**” and each, a “**Project Document**”).

E. The PIA requires RIDA to develop and construct (i) the “Convention Center” (as defined in the PIA) in accordance with the PIA and (ii) “Developer’s Phase 1A Infrastructure Improvements” (as defined in the PIA, and collectively with the Resort Hotel, the Parking Improvements and the Convention Center, the “**Project**”) in accordance with the PIA, for the benefit of the Public Entities.

F. The Authority is a party to that certain Bond Purchase and Continuing Covenant Agreement, dated as of the date hereof, by and among the City, the Authority, the Administrative Agent and the Purchasers (as defined therein) from time to time party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Bond Purchase Agreement**”), which is being entered into to induce the Purchasers to purchase the Bonds (as defined in the Bond Purchase Agreement), the proceeds of which shall be used for, among other things, the payment of the Developer’s Phase 1A Contract Sum and the Convention Center Contract Sum (each as defined in the PIA) in accordance with the terms of the Indenture (as defined in the Bond Purchase Agreement).

G. It is a condition precedent to the obligations of the Purchasers to purchase Bonds that Guarantor execute and deliver this Guaranty.

H. Guarantor is an affiliate of RIDA and thus will benefit from the development of the Project in accordance with the terms of the Project Documents and from the purchase of the Bonds.

I. Each Public Entity has relied on the statements and agreements contained herein in agreeing to enter into the Project Documents to which it is a party.

GUARANTY

NOW, THEREFORE, intending to be legally bound, Guarantor in consideration of the matters described in the foregoing Recitals, which Recitals are incorporated herein and made a part hereof, hereby covenants and agrees for the benefit of the Public Entities and the Administrative Agent, together with their respective successors and assigns as follows:

1.1 **Guaranty.** Guarantor hereby warrants and guarantees to the Public Entities and the Administrative Agent (collectively, the “**Obligees**” and, collectively with RIDA, the “**Parties**” and each, a “**Party**”) RIDA’s obligation to:

(a) Complete (as defined in the Hotel Ground Lease) the Resort Hotel and the Parking Improvements, and procure and install furniture, fixtures and equipment and operating supplies and equipment that is generally necessary to open the Resort Hotel and the Parking Improvements for business (i) within the corresponding time allowed by the Hotel Ground Lease, including any time extensions authorized thereunder; (ii) in accordance with the terms and conditions of the Hotel Ground Lease that are applicable to the construction of the Resort Hotel and the Parking Improvements, including without limitation the procurement of a certificate of occupancy for the Resort Hotel and the Parking Improvements and delivery and acceptance by the Port District; (iii) substantially in accordance, in all material respects, with the Plans (as defined in and revised in accordance with the Hotel Ground Lease) with respect to the Resort Hotel and the Parking Improvement Plans (as defined in and revised in accordance with the Hotel Ground Lease); and (iv) free of any mechanics’ liens and materialmen’s’ liens with respect to the Resort Hotel and the Parking Improvements;

(b) Complete (as defined in the PIA) the Convention Center and procure and install furniture, fixtures and equipment and operating supplies and equipment that is generally necessary to open the Convention Center for business (i) within the corresponding time allowed by the PIA, including any time extensions authorized thereunder; (ii) in accordance with the terms and conditions of the PIA that are applicable to the construction of the Convention Center, including without limitation the procurement of a certificate of occupancy for the Convention Center and delivery and acceptance by the applicable Public Entities; (iii) substantially in accordance, in all material respects, with the Convention Center Plans (as defined in and revised in accordance with the PIA); and (iv) free of any mechanics’ liens and materialmen’s’ liens with respect to the Convention Center;

(c) Complete (as defined in the PIA) the Developer’s Phase 1A Infrastructure Improvements and procure acceptance of the Developer’s Phase 1A Infrastructure Improvements by the applicable Public Entity (i) within the corresponding time allowed by the PIA, including any time extensions authorized thereunder; (ii) in accordance with the terms and conditions of the PIA that are applicable to the construction of the Developer’s Phase 1A Infrastructure

Improvements, including without limitation delivery and acceptance by the applicable Public Entities; (iii) substantially in accordance, in all material respects, with the Contract Documents (as defined in and revised in accordance with the PIA); and (iv) free of any mechanics' liens and materialmen's' liens with respect to Developer's Phase 1A Infrastructure Improvements;

(d) Pay any amounts owed by RIDA in connection with its "Election to Terminate" pursuant to the terms set forth in Section 5.2(b) of the Convention Center Sublease; and

(e) Pay to the Trustee (as defined in the Bond Purchase Agreement), as assignee of the Authority, any amounts due and payable by RIDA under Section 5.1.2 of the PIA (collectively, the "**Guaranteed Obligations**").

RIDA's satisfaction of Section 1.1(a) – (e) shall constitute "**Completion of the Project**".

1.2 **Consideration.** Guarantor acknowledges that it has made this Guaranty to induce (i) each Public Entity to enter into the Project Documents to which it is a party and contribute to the Project, either directly or indirectly through one of the other Public Entities, a portion of the development costs of the Convention Center and Developer's Phase 1A Infrastructure Improvements as set forth in the PIA (the "**Project Public Investment**") and (ii) each Purchaser to commit to purchase the Bonds pursuant to the Bond Purchase Agreement, and each Public Entity is entering into such Project Documents and contributing directly or indirectly to the Project Public Investment and each Purchaser is committing to purchase the Bonds under the Bond Purchase Agreement in reliance upon this Guaranty, and the Public Entities would not have agreed to enter into such Project Documents and would not have agreed to contribute the Project Public Investment, and the Purchasers would not have committed to purchase the Bonds, in each case without the Guarantor's execution and delivery of this Guaranty.

1.3 **Obligations of Guarantor Upon Default.** In the event RIDA fails to perform any part of the Guaranteed Obligations when due, after any and all cure periods applicable to RIDA and any and all Permitted Lenders (as defined in the Hotel Ground Lease), as applicable, have expired, or the Foreclosure Purchaser that assumes the Project Documents fails or elects not to complete the Resort Hotel, Parking Improvements, Convention Center, or Phase 1A Infrastructure Improvements in accordance with the applicable Project Documents, Guarantor shall, upon demand of the Port District, as it relates to the Resort Hotel and the Parking Improvements, and the Authority, as it relates to the Convention Center and Developer's Phase 1A Infrastructure Improvements, and the City and Port District as it relates to the proposed ownership of each in Developer's Phase 1A Infrastructure Improvements: (i) promptly cure such failure to perform the applicable part of the Guaranteed Obligations by performing or causing the performance of such obligation; and (ii) pay to the Public Entities all reasonable costs and expenses, including reasonable attorneys' fees and expenses, they incur in enforcing the performance of the Guaranteed Obligations. In the event RIDA defaults in the performance of its obligations under any Project Document, provided Guarantor undertakes to cure such defaults, each Public Entity agrees to accept the performance by Guarantor of such obligations under such Project Document, and accord Guarantor all of the rights and benefits due to RIDA under such Project Document to the extent necessary for the Guarantor to fully satisfy its obligations hereunder.

1.4 **RIDA Acknowledgment.** RIDA hereby acknowledges that any payment made by any Public Entity to Guarantor of any amount that such Public Entity owes to RIDA shall satisfy such Public Entity's obligation to pay such amount to RIDA.

2. CHARACTER OF GUARANTY.

2.1 **Guarantee of Performance.** This Guaranty is not a guarantee of collection, but rather of performance. Guarantor hereby covenants and agrees that Guarantor is liable for the Guaranteed Obligations as primary obligor. Any Guaranteed Obligation may be enforced by any Obligee that is entitled to enforce such Guaranteed Obligation separately without enforcing compliance with any other Guaranteed Obligation to which such Obligee is entitled to enforce and without waiving its right or the right of any other of the Obligees to subsequently enforce or concurrently enforce any other Guaranteed Obligation hereunder.

2.2 **Other Guaranties; Joint and Several Obligations.** For purposes of this Guaranty, "**Net Worth**" shall mean, with respect to any Person, such Person's total assets less the amount of such Person's total liabilities, determined in accordance with the Guarantor's standard accounting principles, as presented in the form attached hereto as Exhibit A. For purposes of this Guaranty, "**Liquidity**" shall mean, with respect to any Person, such Person's (a) assets that are specified in clauses (1) through (10) of the definition of Permitted Investments set forth in the Indenture of Trust dated as the date hereof (the "**Indenture**"), between the Authority and Wilmington Trust, National Association, as trustee, without giving effect to the introductory clause of such definition and (b) without duplication of (a), publicly traded securities. The Guarantor and each of the Public Entities acknowledge and agree that a guaranty of the Guaranteed Obligations (an "**Other Guaranty**") may be provided to the Public Entities by any other guarantor ("**Other Guarantors**") in accordance with the terms of this Guaranty. If at any time the Guarantor (which may include an Other Guarantor) has a Net Worth ("**Guarantor Net Worth**"), when taken together with the Net Worth of each Other Guarantor at such time (collectively, "**Other Guarantor Net Worth**"), of less than \$200,000,000 or the Guarantor has a Liquidity ("**Guarantor Liquidity**"), when taken together with the Liquidity of each Other Guarantor at such time (collectively, "**Other Guarantor Liquidity**"), of less than \$40,000,000, then the Guarantor shall promptly notify the Public Entities thereof and shall do one or more of the following to achieve a Minimum Net Worth and Minimum Liquidity for the Guarantor, no later than 60 days, or 10 Business Days if there is an ongoing Event of Default (under and as defined in the Hotel Ground Lease or the PIA, as applicable), after the date that the Guarantor notifies the Public Entities thereof, (a) (i) increase the Guarantor Net Worth so that the increased Guarantor Net Worth, when taken together with the Other Guarantor Net Worth at such time, shall be equal to or be greater than \$200,000,000 (the "**Minimum Net Worth**") and/or (ii) increase the Guarantor Liquidity so that the increased Guarantor Liquidity, when taken together with the Other Guarantor Liquidity at such time, shall be equal to or be greater than \$40,000,000 (the "**Minimum Liquidity**"), or (b) cause a Qualified Guarantor to execute an Other Guaranty substantially and materially in the form of this Guaranty; provided, however, that there shall be no more than three Other Guaranties outstanding at any time. Should any Other Guaranty be provided to the Public Entities by any Other Guarantor, Guarantor and the Other Guarantors agree that the liability of the Guarantor and Other Guarantors hereunder shall be joint and several and that each provision hereof shall apply to the Guarantor and each Other Guarantor individually and to Guarantor and all Other Guarantors collectively, and the Public Entities may seek to enforce this Guaranty against Guarantor or the Other Guarantors (and less than all of the Guarantor and Other Guarantors) without impairing the rights of the Public Entities against Guarantor or any of the Other Guarantors.

2.3 **Continuing Guaranty.** This is a continuing guaranty, and shall apply to all of the Guaranteed Obligations and all renewals and extensions thereof, and the fact that at any time, and from time to time, such Guaranteed Obligations may be performed in full or RIDA shall no longer be party to one or more of the Project Documents, shall not affect the obligations of the Guarantor hereunder which arise thereafter. In the event that RIDA is no longer a party to one or more of the Project Documents, either as a result of foreclosure by the Permitted Lender or a transfer-in-lieu thereof, or otherwise, the term “RIDA” herein shall be automatically interpreted to mean the person or entity that has succeeded RIDA under such Project Document(s), or if RIDA is still a party to one or more of the Project Documents, the term “RIDA” herein shall mean RIDA and the new entity that has succeeded RIDA under the Project Documents, without any further action of the Public Entities or Guarantor.

2.4 **Independent Obligation.** The obligations of Guarantor hereunder are independent of the obligations of RIDA, and Other Guarantor(s) or any other Person (as hereinafter defined), and each of the Obligees may enforce any of their rights hereunder independently of any other right or remedy that such Obligee may at any time hold with respect to the Guaranteed Obligations, independently or collectively with the other Obligees.

2.5 **Unsecured Obligation.** Except as otherwise provided in this Guaranty, this Guaranty is not secured.

3. RELATIONSHIP OF PARTIES. Guarantor hereby represents and warrants as of the date hereof that: (a) this Guaranty is executed at the request of the Obligees; (b) Guarantor has reviewed all the terms and provisions of the Plans (as defined in the Hotel Ground Lease) for the Resort Hotel, the Preliminary Parking Improvement Plans (as defined in the Hotel Ground Lease) for the Parking Improvements, the Convention Center Plans (as defined in the PIA) for the Convention Center, and the Contract Documents (as defined in the PIA) for Developer’s Phase 1A Infrastructure Improvements, in each case as revised in accordance with the applicable Project Document (collectively, the “**Project Plans**”), and the Project Documents; (c) the Public Entities have made no representations to Guarantor with regard to the Project Plans or the Project Documents; and (d) Guarantor has established adequate means of obtaining from RIDA and from other sources, on a continuing basis, financial and other information pertaining to RIDA’s financial condition, the progress of construction of the Project and the status of RIDA’s performance of its obligations under the Project Documents. Guarantor hereby covenants for the term of this Guaranty that: (i) Guarantor is and shall continue to be a Person which is not a Prohibited Person (as defined below), which, in the aggregate with the Other Guarantor Net Worth, has a Guarantor Net Worth of at least the Minimum Net Worth and which, in the aggregate with the Other Guarantor Liquidity, has a Guarantor Liquidity of at least the Minimum Liquidity (“**Qualified Guarantor**”); and (ii) Guarantor has not and will not, without the prior written consent of all of the Public Entities in each of their sole and absolute discretion, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of any of Guarantor’s assets, whether in one transaction or a series of transactions, which will result in Guarantor having a Guarantor Net Worth, together with the Other Guarantor Net Worth, of less than the Minimum Net Worth or Guarantor having a Guarantor Liquidity, together with the Other Guarantor Liquidity, of less than the Minimum Liquidity. For purposes of this Guaranty, “**Prohibited Person**” shall have the same meaning as the Hotel Ground Lease.

4. CERTAIN AGREEMENTS AND WAIVERS BY GUARANTOR.

4.1 Subject to Section 4.2 and Section 4.9, Guarantor agrees that neither the rights or remedies of the Obligees nor any of Guarantor's obligations under the terms of this Guaranty, including without limitation, the Guaranteed Obligations, shall be released, diminished, impaired, reduced or affected by any one or more of the following events, actions, facts, or circumstances; Guarantor waives any rights, claims or defenses arising from any such events, actions, facts, or circumstances; and the liability of Guarantor under this Guaranty shall be absolute, unconditional and irrevocable irrespective of:

(a) any limitation on the liability of, or recourse against, any other person or entity (collectively, "**Person**") under the Project Documents or arising under any Laws (as defined in the Hotel Ground Lease), except that Guarantor will be entitled to the limitations on liability set forth in Section 5.1.2 of the PIA as it applies to delay damages only; provided, that the limitations in Section 5.1.2 shall not apply to any amounts payable under Section 1.1(e) above;

(b) any claim or defense that this Guaranty was made without consideration or is not supported by adequate consideration or that the obligations of Guarantor hereunder exceed or are more burdensome than those of RIDA under the Project Documents;

(c) the release or taking or accepting of any other security or guaranty for, or right of recourse with respect to, any or all of the Guaranteed Obligations;

(d) the operation of any statutes of limitations (unless each of the Obligees had written notice of a claim and failed to pursue their remedies in the legally prescribed time periods) or other Laws regarding the limitation of actions, all of which are hereby waived as a defense to any action or proceeding brought by any of the Obligees against Guarantor, to the fullest extent permitted by Laws;

(e) any homestead exemption or any other exemption under any Laws;

(f) any release, surrender, abandonment, exchange, alteration, sale or other disposition, subordination, deterioration, waste, failure to protect or preserve, impairment, or loss of, or any failure to create or perfect any lien or security interest with respect to, or any other dealings with, any collateral or security at any time existing or purported, believed or expected to exist in connection with any or all of the Guaranteed Obligations, or any impairment of Guarantor's recourse against any Person or collateral;

(g) whether express or by operation of Laws, any partial release of the liability of Guarantor hereunder (except to the extent expressly so released) or any complete or partial release of RIDA or any other Person liable, directly or indirectly, for the performance of any or all of the Guaranteed Obligations;

(h) the death, insolvency, bankruptcy, disability, incapacity, dissolution, liquidation, termination, receivership, reorganization, merger, consolidation, change of form, structure or ownership, sale of all assets, or lack of corporate, partnership or other power of RIDA or any other Person at any time liable for the performance of any or all of the Guaranteed Obligations;

(i) either with or without notice to or consent of Guarantor, any renewal, extension, modification, supplement, subordination or rearrangement of the terms of any or all of the Guaranteed Obligations and/or the Project Documents, including material alterations of the terms of payment or performance (including changes with respect to the construction of the Project) or any other terms thereof, or any waiver, termination, or release of, or consent to departure from any of the Project Documents or any other guaranty of any or all of the Guaranteed Obligations, or any adjustment, indulgence, forbearance, or compromise that may be granted from time to time by any of the Obligees to RIDA or any other Person at any time liable for the performance of any or all of the Guaranteed Obligations;

(j) any neglect, lack of diligence, delay, omission, failure, or refusal of any of the Obligees to take or prosecute (or in taking or prosecuting) any action for the collection or enforcement of any of the Guaranteed Obligations, or to exercise (or in exercising) any other right or power with respect to any security therefor, or to take or prosecute (or in taking or prosecuting) any action in connection with the Project Documents, or any failure to sell or otherwise dispose of in a commercially reasonable manner any collateral securing any or all of the Guaranteed Obligations;

(k) any failure of any of the Obligees to notify Guarantor of any creation, renewal, extension, rearrangement, modification, supplement, subordination, or assignment of the Guaranteed Obligations or any part thereof, or of any Project Document, or of any release of or change in any security, or of the occurrence or existence of any default or event of default under any Project Document (each, an “**Event of Default**”), or of any other action taken or refrained from being taken by any of the Obligees against RIDA or any security or other recourse, or of any new agreement between any of the Obligees and RIDA, it being understood that none of the Obligees shall be required to give Guarantor any notice of any kind under any circumstances with respect to or in connection with the Guaranteed Obligations, any and all rights to notice Guarantor may have otherwise had being hereby waived by Guarantor, and Guarantor shall be responsible for obtaining for itself information regarding RIDA and any collateral, including any changes in the business or financial condition of RIDA or any collateral, and Guarantor acknowledges and agrees that the Obligees shall have no duty to notify Guarantor of any information which the Obligees may have concerning RIDA, the Project, the Project Documents, or any collateral;

(l) the existence of any claim, counterclaim, setoff or other right that Guarantor may at any time have against RIDA, any of the Obligees, or any other Person, whether or not arising in connection with this Guaranty or any Project Document;

(m) any order, ruling or plan of reorganization emanating from proceedings under Title 11 of the United States Code with respect to RIDA or any other Person, including any extension, reduction, composition, or other alteration of the Guaranteed Obligations, whether or not consented to by any of the Obligees, or any action taken or omitted by any of the Obligees in any such proceedings, including any election to have any of the Obligees' claim allowed as being secured, partially secured or unsecured, any extension of credit by any of the Obligees in any such proceedings or the taking and holding by any of the Obligees of any security for any such extension of credit;

(n) any other condition, event, omission, action or inaction that would in the absence of this Section 4.1(n) result in the release or discharge of Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Guaranty or any other agreement;

(o) any exercise of remedies, including, but not limited to, foreclosure (or transfer-in-lieu thereof) or the appointment of receiver, by any Permitted Lender; or

(p) enforcement or forbearance by any of the Obligees from enforcement of the Guaranteed Obligations on a net or gross basis.

4.2 Notwithstanding anything to the contrary in this Guaranty, with respect to the Public Entities' obligations to Guarantor under Section 1.3 hereof under the Project Documents:

(a) To the extent any of the Public Entities fails to perform any of their respective obligations under any of the Project Documents and such failure to perform materially and adversely interferes with or prevents Guarantor's performance of any of the Guaranteed Obligations (a "**Material Failure to Perform**"), then Guarantor's time to perform with respect to the impacted Guaranteed Obligation(s) shall be extended by one day for each day that such Material Failure to Perform delays Guarantor's performance of such Guaranteed Obligation(s), if notice of such Material Failure to Perform is provided by RIDA or Guarantor to the Public Entities within sixty (60) days of such Material Failure to Perform. For purposes of this Section 4.2, a Material Failure to Perform shall include any failure by the Public Entities (x) under Section 1.3 to make payments to Guarantor of amounts owed under the Project Documents or (y) to make payments to RIDA of amounts owed under the Project Documents. The Parties agree upon the written request of any Party to submit any dispute regarding whether or not a Material Failure to Perform exists permitting a Guarantor delay under this Section 4.2(a) to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. Such mediation shall be held within San Diego County within thirty (30) days after delivery of written notice requesting same. Each Party shall bear its own costs in such mediation and shall split 50/50 the costs of the mediator.

(b) If a court of competent jurisdiction determines that a Material Failure to Perform occurred and that such Material Failure to Perform was not the result of the breach of a Tenant Party or the Guarantor under the Project Documents or any material and adverse interference by the Hotel Operator (a "**Material Failure to Perform Determination**"), and the underlying Material Failure to Perform continues for at least ninety (90) days from the date of the applicable Material Failure to Perform Determination (the "**Cure Period**"), then, from and after the date that the applicable Cure Period expires unless (i) any Public Entity files an action to appeal the Material Failure to Perform Determination no later than forty five (45) days from the date of the applicable Material Failure to Perform Determination and diligently prosecutes such action, in which case, from and after the date that is the later of (x) the date that the applicable Cure Period expires and (y) thirty (30) days after the date that the applicable appellate court of competent jurisdiction awards such Public Entity(ies) relief; or (ii) the Material Failure to Perform is reasonably capable of cure and the Public Entities have either (x) cured the Material Failure to Perform, or (y) if the Material Failure to Perform is not capable of cure within the Cure Period, have commenced taking appropriate steps to cure such failure and are diligently prosecuting same to completion, then the liability of the Guarantor in respect of the Guaranteed Obligation(s) with respect to which such Material Failure to Perform Determination was made shall automatically terminate, the Guarantor shall be automatically released from its obligations under this Guaranty with respect to such Guaranteed Obligation(s), except for any obligations that have accrued and have not been discharged prior to such date, and this Guaranty shall automatically terminate.

(c) If the Hotel Ground Lease terminates due to a Condemnation (as defined in the Hotel Ground Lease) or any damage to or destruction of the Resort Hotel or any part thereof, as permitted in the Hotel Ground Lease and in accordance with the terms thereof (the “**Hotel Ground Lease Termination**”), then, from and after the date that the Hotel Ground Lease Termination occurs (the “**Hotel Ground Lease Termination Date**”), the liability of the Guarantor in respect of the Guaranteed Obligations with respect to the Resort Hotel shall automatically terminate and the Guarantor shall be automatically released from its obligations under this Guaranty with respect to the Resort Hotel, except for any obligations that have accrued and have not been discharged prior to the Hotel Ground Lease Termination Date. If the Convention Center Sublease terminates due to a Condemnation (as defined in the Convention Center Sublease) or any damage to or destruction of the Convention Center or any part thereof, in each case, as permitted in the Convention Center Sublease and in accordance with the terms thereof (the “**Convention Center Sublease Termination**”), then, from and after the date that the Convention Center Sublease Termination occurs (the “**Convention Center Sublease Termination Date**”), the liability of the Guarantor in respect of the Guaranteed Obligations with respect to the Convention Center shall automatically terminate and the Guarantor shall be automatically released from its obligations under this Guaranty with respect to the Convention Center, except for any obligations that have accrued and have not been discharged prior to the Convention Center Sublease Termination Date. If the Hotel Ground Lease Termination occurs, and the Convention Center Sublease Termination occurs, and Guarantor does not have any amounts owing to the Public Entities under this Guaranty (“**Outstanding Payments**”), then, from and after the date that is the later of (x) the Hotel Ground Lease Termination Date, (y) the Convention Center Sublease Termination Date and (z) the payment to the Public Entities of any Outstanding Payments, the liability of the Guarantor in respect of the Guaranteed Obligations shall automatically terminate, the Guarantor shall be automatically released from its obligations under this Guaranty, except for any obligations that have accrued and have not been discharged prior to the Hotel Ground Lease Termination Date or the Convention Center Sublease Termination Date, whichever is later, and this Guaranty shall automatically terminate.

4.3 In the event any payment by RIDA or any other Person to any of the Obligees that is made to satisfy any of the Guaranteed Obligations is held to constitute a preference, fraudulent transfer or other voidable payment under any bankruptcy, insolvency or similar Law, or if for any other reason any of the Obligees are required to refund such payment or pay the amount thereof to any other party, such payment by RIDA or any other party to the Obligees shall not constitute a release of Guarantor from any liability hereunder, and this Guaranty shall continue to be effective or shall be reinstated (notwithstanding any prior release, surrender or discharge by the Obligees of this Guaranty or of Guarantor), as the case may be, with respect to, and this Guaranty shall apply to, any and all amounts that were so paid by RIDA or any other Person to satisfy any of the Guaranteed Obligations and so refunded by the Obligees or paid by the Obligees to another Person (which amounts shall constitute part of the Guaranteed Obligations), and any interest paid by the Obligees and any attorneys’ fees, costs and expenses paid or incurred by the Obligees in connection with any such event.

4.4 It is the intent of Guarantor and the Public Entities that the obligations and liabilities of Guarantor hereunder are absolute, irrevocable and unconditional under any and all circumstances and that until the Guaranteed Obligations are fully and finally paid and performed, and not subject to refund or disgorgement, but except as set forth in Section 4.10, the obligations and liabilities of Guarantor hereunder shall not be discharged or released in whole or in part, by any act or occurrence that might, but for the provisions of this Guaranty, be deemed a legal or equitable discharge or release of a guarantor.

4.5 [Reserved.]

4.6 Guarantor waives notice of acceptance of this Guaranty, any rights, defenses and benefits that may be derived from Sections 2787 to 2855, inclusive, of the California Civil Code or comparable provisions of the Laws of any other jurisdiction, and all other suretyship defenses Guarantor would otherwise have under the Laws of California or any other jurisdiction.

4.7 No provision or waiver in this Guaranty shall be construed as limiting the generality of any other provision or waiver contained in this Guaranty. All of the waivers contained herein are irrevocable and unconditional and are intentionally and freely made by Guarantor.

4.8 This Guaranty may be replaced by a guaranty that is substantially and materially in the same form as this Guaranty, covers all of the same terms and Guaranteed Obligations as this Guaranty whether arising prior to, on or after the date it becomes effective, does not affect the public financing of the Convention Center and Developer's Phase 1A Infrastructure Improvements, and is executed by a Person (such Person, a "**Replacement Guarantor**") that (a) holds, directly or indirectly, not less than ten percent (10%) of the membership interests in RIDA, (b) when taken together with (i) each Other Guarantor under an Other Guaranty that is not being replaced and (ii) each new Other Guarantor under a new Other Guaranty, has a Guarantor Net Worth of at least the Minimum Net Worth, (c) when taken together with (i) each Other Guarantor under an Other Guaranty that is not being replaced and (ii) each new Other Guarantor under a new Other Guaranty, has a Guarantor Liquidity of at least the Minimum Liquidity, (d) is not a Prohibited Person, (e) assumes any liabilities that exist or may exist under the Guaranty (including without limitation those arising under Sections 1.3 and 6, unless such liabilities are discharged prior to the effectiveness of the Replacement Guaranty), and (f) is acceptable to each of the Public Entities in their reasonable discretion (collectively, the "**Replacement Guaranty**"). If (x) all of the conditions and requirements set forth in this Section 4.8, including without limitation, clauses (a) through (f) above are satisfied to the reasonable satisfaction of each of the Public Entities, and (y) the proposed replacement Guarantor is reputable (which shall mean the absence of reputations for dishonesty, criminal conduct or association with criminal elements – "**reputable**" shall not mean "**prestigious**", nor shall the determination of whether one is reputable involve considerations of personal taste or preference), and has no reputation for, either discriminatory employment practices which violate any Laws or non-compliance with applicable Environmental Laws (as defined in the Hotel Ground Lease), then each of the Public Entities shall administratively grant consent to any such proposed Replacement Guarantor. If Guarantor requests in writing that the Public Entities consent to a Replacement Guarantor, and after receipt of all information set forth in this Section 4.8, all of the Public Entities do not within forty-five (45) days after such request provide a response consenting to the request, then such consent will be deemed rejected and upon request, the Public Entities shall provide a reasonably detailed explanation of the reason for rejecting such request. Guarantor's request to the Public Entities to consent to a Replacement Guaranty shall include financial statements with respect to such prospective Replacement Guarantor and a certification by such prospective Replacement Guarantor (with any supporting documentation reasonably requested by the Public Entities) that: (1) such proposed Replacement Guarantor holds, directly or indirectly, not less than ten percent (10%) of the membership interests in RIDA, (2) such proposed Replacement Guarantor, when taken together with (i) each Other Guarantor under an Other Guaranty, if any, that is not being replaced and (ii) each new Other Guarantor, if any, under a new Other Guaranty, has a Guarantor Net Worth of at least the Minimum Net Worth, (3) such proposed Replacement Guarantor, when taken together with (i) each Other Guarantor under an Other Guaranty, if any, that is not being replaced and (ii) each new Other Guarantor, if any, under a new Other Guaranty, has a Guarantor

Liquidity of at least the Minimum Liquidity and (4) such proposed Replacement Guarantor is not a Prohibited Person.

4.9 (a) Notwithstanding anything in this Guaranty to the contrary, if any Permitted Lender has completed any foreclosure with respect to any Permitted Financing Encumbrance (as defined in the Hotel Ground Lease; for purposes of this Section 4.9, each capitalized term used in this Section 4.9 and not defined in this Section 4.9 shall have the meaning assigned thereto in the Hotel Ground Lease) as permitted under the Hotel Ground Lease, then, upon the earlier to occur of (i) the date when any Project Document terminates for any reason in accordance with its terms or (ii) the date when any Obligees or any Foreclosure Purchaser delivers notice of its intent to terminate any Project Document in accordance with its terms (such date, a “**Trigger Date**”), the Obligees shall promptly and, in no event later than five (5) Business Days after the Trigger Date, notify (such notice, a “**Project Document Termination Notice**”) Guarantor of such termination or delivery of such notice, as the case may be. Guarantor shall have the right to, no later than thirty (30) days after receipt of a Project Document Termination Notice (such period, the “**Response Period**”), deliver notice to each Obligees of Guarantor’s undertaking to continue to perform Guarantor’s obligations under Section 1.1(d) and Section 1.1(e) and Guarantor’s intention to meet and confer to renegotiate in good faith each Project Document in accordance with this Section 4.9 (such notice, a “**Meet and Confer Notice**”). If Guarantor does not deliver a Meet and Confer Notice prior to the end of the Response Period, then Guarantor’s obligations hereunder shall continue unchanged.

(b) If Guarantor (i) delivers a Meet and Confer Notice prior to the end of the Response Period and (ii) promptly commences and continues to perform its obligations under Section 1.1(d) and Section 1.1(e), then the Parties shall promptly and, in no event later than fifteen (15) days after delivery of the Meet and Confer Notice, commence to meet and confer to renegotiate in good faith each Project Document in accordance with this Section 4.9 (the “**Meet and Confer Process**”) (such renegotiated Project Document, a “**Replacement Project Document**”). The Meet and Confer Process shall continue for an initial period of ninety (90) days (the “**Initial Meet and Confer Period**”). If the Parties do not agree on Replacement Project Documents prior to the end of the Initial Meet and Confer Period and each Party determines in its reasonable discretion that the Parties may reach an agreement on Replacement Project Documents during an additional ninety- (90-) day period, then the Initial Meet and Confer Period shall be extended for additional ninety (90) days (the “**Extended Meet and Confer Period**”, and the Initial Meet and Confer Period, together with (if applicable) the Extended Meet and Confer Period, the “**Meet and Confer Period**”). Commencing on the Trigger Date and ending on the earlier of (x) the end of the Meet and Confer Period or (y) if Guarantor does not timely deliver a Meet and Confer Notice, the end of the Response Period, Guarantor’s obligations under Section 1.1 (other than Section 1.1(d) and Section 1.1(e)) and Section 1.3 shall be suspended, no Obligees shall enter into, or permit entering into, any agreement in replacement of any Project Document other than any Replacement Project Document, the applicable Obligees(-s) shall not grant any real property interest in the Premises (as defined in any Project Document), and the ownership of the Improvements (as defined in any Project Document) shall not vest in any Obligees or any third party (other than pursuant to any Permitted Financing Encumbrance).

(c) During the Meet and Confer Period, the Parties shall use commercially reasonable efforts renegotiate the Project Documents in good faith so that, to the extent practicable, each Replacement Project Document is on substantially the same terms as the applicable Project Document being replaced except that the Replacement Project Documents will reflect modifications as agreed among the Parties to (i) reflect adjustments to the timetable for Completion of the Project (as defined in the PIA) and Completion of Tenant’s Initial Project Improvements and the Convention

Center Improvements (as defined in the Hotel Ground Lease), (ii) reflect adjustments to the term of such Project Document and/or rent payments thereunder in order to compensate the applicable Oblige(-s) for (x) unreimbursed costs incurred by such Oblige(-s) as a result of RIDA's failure to perform its obligations under such Project Document and/or (y) lost profits and opportunity costs incurred by such Oblige(-s) in connection with any delay in Completion of the Project (as defined in the PIA) or Completion of Tenant's Initial Project Improvements and the Convention Center Improvements (as defined in the Hotel Ground Lease), (iii) provide each Party with reasonably forecasted economic returns that are not worse than the economic returns forecasted for such Party as of the date hereof and (iv) include any other terms to which the Parties may agree. The terms of this Guaranty may also be renegotiated during the Meet and Confer Period in order to conform to, and provide adequate security for, the replacement developer's performance of its obligations under the Replacement Project Documents.

(d) Each Party may terminate the Meet and Confer Process in its sole discretion if (i) (A) the Parties do not agree on Replacement Project Documents prior to the end of the Initial Meet and Confer Period and such Party determines in its reasonable discretion that the Parties will not reach an agreement on Replacement Project Documents during the Extended Meet and Confer Period or (B) the Parties do not reach an agreement on Replacement Project Documents prior to the end of the Extended Meet and Confer Period and (ii) such Party has negotiated Replacement Project Documents in good faith. If the Meet and Confer Process is terminated pursuant to this clause (d), then Guarantor's obligations hereunder shall be reinstated and this Guaranty shall continue in full force and effect. If the Parties reach agreement on Replacement Project Documents during the Meet and Confer Period, then the applicable Parties shall promptly enter into such Replacement Project Documents and, subject to the terms of the Replacement Project Documents, Guarantor's obligations hereunder, as may be modified during Meet and Confer period, shall be reinstated and this Guaranty, as modified, shall continue in full force and effect.

(e) The Parties agree upon the written request of any Party to submit any dispute regarding the Meet and Confer Process to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation or some other dispute resolution procedure. Such mediation shall be held within San Diego County within thirty (30) days after delivery of written notice requesting same. Each Party shall bear its own costs in such mediation. RIDA and the Obligees will each pay fifty percent (50%) of the costs of the mediator. No Party shall be entitled to any monetary damages in connection with any dispute with respect to its obligations to negotiate in good faith during the Meet and Confer period, or its decision not to enter into Replacement Project Documents. During such mediation or another dispute resolution procedure, Guarantor shall continue to perform its obligations under Section 1.1(d) and Section 1.1(e).

4.10 Provided that there are no Outstanding Payments and without limiting Section 4.2(b), the liability of Guarantor in respect of the Guaranteed Obligations shall automatically terminate and Guarantor shall be automatically released from its obligations under this Guaranty and this Guaranty shall automatically terminate upon the earliest of the following dates: (i) the date that is six (6) months after the Completion of the Project (as defined in Section 1.1), (ii) the effective date of a Replacement Guaranty pursuant to and in accordance with Section 4.8 hereof where the Replacement Guarantor has replaced the Guarantor and assumed all of Guaranteed Obligations, and (iii) the date on which all of the following has occurred: (x) Hotel Ground Lease Termination Date and (y) the Convention Center Sublease Termination Date. Provided that the necessary conditions under this Section 4.10 have been satisfied, each Public Entity shall execute an acknowledgement that this

Guaranty has terminated promptly after the receipt by the Public Entities of a written request therefore from Guarantor.

5. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to the Public Entities that:

5.1 **Authority; Execution, Delivery and Performance of Guaranty.** Guarantor has all requisite power and authority to execute, deliver and perform all of its obligations under this Guaranty. The execution, delivery and performance by Guarantor of all of the obligations under this Guaranty has been duly authorized by all necessary action and do not and will not:

(a) result in or require the creation or imposition of any lien, right of others, or other encumbrance of any nature (other than under this Guaranty) upon or with respect to any property now owned or leased or hereafter acquired by the Guarantor; or

(b) violate any provision of any Laws; or

(c) result in a breach of, constitute a default under, or cause or permit the acceleration of any obligation owed under any agreement or instrument to which Guarantor is a party or by which Guarantor or any of its property is bound or affected; or

(d) require any consent or approval not heretofore obtained; or

(e) violate any provision of, or require any consent under, any operating agreement, certificate of formation, partnership agreement, articles of incorporation, by-laws or any other governing document or charter applicable to Guarantor.

5.3 **Enforceability.** This Guaranty, when executed and delivered, shall constitute the valid and binding obligation of Guarantor, enforceable in accordance with its terms, subject to bankruptcy laws and other Laws and equitable principles affecting creditors rights generally if applicable to Guarantor.

5.4 **Financial Information.** The statement of financial condition made available to the Public Entities for review with respect to the Guarantor in connection with the Project Documents and this Guaranty, and to demonstrate that Guarantor is a Qualified Guarantor to the Public Entities, is a true, complete, and correct copy of such statement, such statement has been prepared in accordance with the Guarantor's standard accounting principles, and fairly and accurately represents the financial condition of the Guarantor in accordance with such accounting principles, as of the date it was delivered to the Public Entities. As of the date hereof, there has been no material adverse change in the financial condition of Guarantor since the date of such statement of financial condition and Guarantor remains in compliance with the Guarantor Net Worth and Guarantor Liquidity requirements set forth in Section 2.2 hereof.

5.5 **No Default.** To the best of Guarantor's knowledge, there is no condition, event, act or omission that exists which, with the giving of notice or the passage of time, or both, would be an Event of Default under the Project Documents.

6. REMEDIES. If Guarantor shall fail to perform or satisfactorily commence performance of its obligations hereunder within fourteen (14) days of a demand by any of the Public Entities for performance thereof, the Public Entities shall have the following remedies, in addition to

and cumulative of any other remedies it may have hereunder, under the Project Documents or at law or in equity:

(a) [reserved;]

(b) at its option and without any obligation to do so, complete all or any portion of the Project either before or after the termination of the Project Documents or before or after exercising any other remedy against RIDA or Guarantor, with such changes or modifications in the Project Plans as are necessary for completion of the Project. The amount of any and all expenditures made by the Public Entities for the foregoing purposes shall be immediately due and payable to the Public Entities by Guarantor; and

(c) from time to time and without first requiring performance on the part of RIDA and without being required to exhaust any or all security held by the Public Entities, to look to and require performance by Guarantor of any obligation on the part of Guarantor to be performed pursuant to the terms of this Guaranty by action at law or in equity, or both.

7. NOTICE OF CERTAIN EVENTS. Guarantor shall give written notice to each of the Public Entities promptly (and in any event within five (5) days) after Guarantor learns of any of the following:

(a) the institution of any litigation or legal or administrative proceeding or investigation which has a reasonable probability of being adjudicated adversely to RIDA, Guarantor, the Project or any of RIDA's or Guarantor's properties and which would reasonably be expected, if so adjudicated, to materially and adversely affect RIDA, Guarantor or the Project, or cause Guarantor to no longer be a Qualified Guarantor; and

(b) the occurrence of any Event of Default or event or condition which, with the giving of notice or the passage of time, or both, would be an Event of Default under the Project Documents.

8. REASONABLENESS AND EFFECT OF WAIVERS. Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or Laws. If any of such waivers are determined to be contrary to any applicable Laws or public policy, such waivers shall be effective only to the maximum extent permitted by Laws.

9. MISCELLANEOUS PROVISIONS.

9.1 **Costs of Enforcement.** The prevailing party in any legal proceedings concerning the enforcement of this Guaranty shall be entitled to recovery of its costs and attorneys' fees from the party that did not prevail.

9.2 **Binding Effect.** This Guaranty and all the terms, provisions and conditions hereof shall be binding upon the Guarantor and its heirs, legal representatives, successors and assigns, and this Guaranty shall inure to the benefit of the Public Entities and their successors and assigns and all subsequent holders of the Guaranteed Obligations.

9.3 **Financial Information.** Guarantor shall deliver to the Public Entities, as soon as available, but in no event later than one hundred twenty (120) days after the end of Guarantor's

fiscal year-end, a copy of Guarantor's statement of financial condition, in the form attached hereto as Exhibit A, as of the end of such calendar year, together with a certification that such statement (1) is complete and correct to the best of Guarantor's knowledge, (2) presents the financial condition of the entity, (3) presents all liabilities that are required to be reflected, and those liabilities are presented at historical cost, and (4) is prepared in accordance with the Guarantor's standard accounting principles. Additionally, Guarantor shall make available for inspection (but not copying) by any of the Public Entities such other information regarding Guarantor's assets, liabilities and financial condition generally as (a) the Public Entities may from time to time reasonably request so that the Public Entities can verify the veracity of the certifications set forth in the preceding sentence and (b) exists (unless generation of such financial information will not result in any material additional expense to the Guarantor, in which case the Guarantor will request that such financial information be generated and provided to the Public Entities), at the Project, RIDA's main business office, any of Hotel Operator's (as defined in the Hotel Ground Lease) business offices in San Diego County, California or at such other location in San Diego County, California as is reasonably acceptable to the Public Entities, upon such Public Entity's written notice, which shall specify in reasonable detail the financial information the Public Entities are requesting be made available for inspection and the date when such inspection will take place, which date shall not be less than ten business days after the date of such notice. Notwithstanding the foregoing, if any of the Public Entities are required to include any of the financial information shared by Guarantor in connection with its respective board or council meetings, Guarantor agrees to provide the Public Entities with a redacted version of such financial information at no cost to the Public Entities and a certification that, except for such redactions, such redacted version of financial information is a true, correct, and complete copy of the unredacted version of the financial information reviewed by the Public Entities.

9.4 **Governing Law.** This Guaranty shall be governed by, and construed in accordance with, the laws of the State of California.

9.5 **Notices.** All notices demands, approvals and other communications provided for herein shall be in writing and shall be delivered by overnight air courier, personal delivery or registered or certified U.S. mail with return receipt requested, postage prepaid, to the appropriate Party at its address as follows:

If to Port District:

Executive Director
San Diego Unified Port District
Administration Building
3165 Pacific Highway
San Diego, California 92101-1128
(Mailing Address: P.O. Box 120488
San Diego, California 92112-0488)
With copy to:

Director, Real Estate
San Diego Unified Port District
Administration Building
3165 Pacific Highway
San Diego, California 92101-1128
(Mailing Address: P.O. Box 120488
San Diego, California 92112-0488)

With a copy to:

Port Attorney
San Diego Unified Port District
3165 Pacific Highway
San Diego, California 92101-1128
(Mailing Address: P.O. Box 120488
San Diego, California 92112-0488)

If to City:

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

With a copy to:

City Attorney
City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910

If to the Authority:

To the City:

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

With a copy to:

City Attorney
City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910

To the Port District:

Executive Director
San Diego Unified Port District
Administration Building
3165 Pacific Highway
San Diego, California 92101-1128
(Mailing Address: P.O. Box 120488
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San Diego Unified Port District
Administration Building
3165 Pacific Highway
San Diego, California 92101-1128
(Mailing Address: P.O. Box 120488
San Diego, California 92112-0488)

With a copy to:

Port Attorney
San Diego Unified Port District
3165 Pacific Highway
San Diego, California 92101-1128
(Mailing Address: P.O. Box 120488
San Diego, California 92112-0488)

If to Guarantor:

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

With copy to:

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

and

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

If to Administrative Agent:

[●]

Addresses for notice may be changed from time to time by written notice to all other Parties. Any communication given by mail will be effective upon the earlier of (a) three (3) business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service or (b) actual receipt, as indicated by the return receipt; if given by telephonic facsimile, when sent; and if given by personal delivery or by overnight air courier, when delivered to the appropriate address set forth above.

9.6 **No Waiver.** Any failure by the Public Entities to insist, or any election by the Public Entities not to insist, upon strict performance by Guarantor of any of the terms, provisions or conditions of this Guaranty shall not be deemed to be a waiver of the same or of any other terms, provisions or conditions thereof.

9.7 **Severability.** If any provision of this Guaranty or the application thereof to any Person or circumstance shall be invalid or unenforceable, then, neither the remainder of this instrument nor the application of such provision to other persons or circumstances shall be affected thereby, but rather shall be enforced to the greatest extent permitted by Laws.

9.8 **Entire Agreement and Modification.** This Guaranty contains the entire agreement between the Guarantor and the Public Entities relating to the subject matter hereof, except for the Project Plans and the Project Documents. This Guaranty may not be amended, revised, waived, discharged, released or terminated orally, but only by a written amendment, revision, waiver, discharge, release or termination. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any Party to this Guaranty.

9.9 **Further Assurances.** Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Guaranty and the consummation of the transactions contemplated hereby.

[Signature Page Follows.]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

GUARANTOR

Print Name:

Print Title:

Accepted and agreed by:

SAN DIEGO UNIFIED PORT DISTRICT APPROVED AS TO FORM AND LEGALITY:

Print Name:
Print Title:

Thomas A. Russell, General Counsel

**CHULA VISTA BAYFRONT FACILITIES APPROVED AS TO FORM AND LEGALITY:
FINANCING AUTHORITY**

Print Name:
Print Title:

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

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

CITY OF CHULA VISTA

Print Name:
Print Title:

RIDA CHULA VISTA, LLC

Print Name:
Print Title:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

Print Name:
Print Title:

EXHIBIT A

FORM OF STATEMENT OF FINANCIAL CONDITION

(to be attached prior to execution.)