

PROPOSED

MEMORANDUM OF UNDERSTANDING ESTABLISHING THE PROCESSES, METHODOLOGIES, AND STANDARDS FOR ASSESSING STORMWATER DISCHARGES AND APPLICABLE REQUIREMENTS FOLLOWING THE BOEING COMPANY SOIL CLEANUP AT THE SANTA SUSANA FIELD LABORATORY SITE

The California Regional Water Quality Control Board, Los Angeles Region (“Los Angeles Water Board”) and The Boeing Company (“Boeing”) enter into this Memorandum of Understanding (“MOU”) concerning stormwater at the Santa Susana Field Laboratory (“SSFL” or “Site”). The Los Angeles Water Board and Boeing will each be referred to individually as a “Party” and both shall collectively be referred to as the “Parties”; these terms will be capitalized to distinguish any reference below to other parties who are not parties to this MOU.

Capitalized terms that have a specific meaning associated with this MOU are defined as set forth below in **Appendix A** (Defined Terms).

RECITALS

A. **Geographic Setting.** SSFL occupies approximately 2,850 acres of land and is located at the top of Woolsey Canyon Road in the Simi Hills in the southeastern corner of Ventura County, California. The developed portions of SSFL consist of approximately 1,500 acres of land where Industrial Activity took place in the past but is no longer occurring. SSFL is divided into four administrative areas known as Areas I, II, III, and IV, and two undeveloped areas (one northern and one southern, known as the Northern Buffer Zone and Southern Buffer Zone). The location of SSFL is shown on **Exhibit A**.

B. **Owner and Operator Relationships at SSFL.** SSFL is owned in part by Boeing and in part by the federal government. Boeing owns the portions of SSFL known as Area I (except for an approximately 42-acre parcel owned by the federal government), Area III, Area IV, and the two undeveloped areas. The federal government owns Area II and the abovementioned portion of Area I. The National Aeronautics and Space Administration (“NASA”) controls and administers the property owned by the federal government.

C. Boeing, NASA, and the United States Department of Energy (“DOE”), and their respective predecessors, previously conducted Industrial Activity at SSFL. DOE and its predecessor previously leased a 90-acre portion of Boeing-owned land in Area IV. From 1953 to 1988, Boeing and its predecessors operated energy research activities for DOE in Area IV.¹

¹ Starting in 1978, these energy research activities were referred to as the Energy Technology Engineering Center (“ETEC”).

PROPOSED

Boeing was also DOE's decommissioning, demolition, site maintenance, and remediation contractor from December 1998 until October 2014. DOE continues to own building pads and infrastructure related to buildings that it owned and has removed in Area IV. DOE has access to Area IV and the Northern Buffer Zone of SSFL for purposes of remediation and related work under an access agreement with Boeing.

D. Boeing and its predecessors commenced rocket engine development and testing operations at SSFL in 1957 under contract with the United States Air Force ("Air Force"), and under contract with NASA starting in approximately 1972. Boeing and its predecessors performed rocket testing operations at SSFL for both the Air Force and NASA on property owned and controlled by the federal government and on property owned by Boeing until 2006, when testing operations ceased. Boeing continued to provide property management support to NASA until March 2015 through a remediation and maintenance support contract that provided for the maintenance of roads and utilities, site security, and treatment of contaminated groundwater. Boeing and NASA continue to have access to each other's property at SSFL for purposes of remediation and related work under an access agreement.

E. Industrial Activity at SSFL after it was first established in approximately 1947 included research, development, assembly, disassembly and testing of rocket engines, small-scale nuclear reactors, and chemical lasers. From the 1950s to the mid-1970s, volatile organic compounds were utilized for the cleaning of hardware and rocket engine thrust chambers, and for the cleaning of other equipment. Industrial Activity ceased in stages from 1974 to 2006 and no longer occurs at SSFL. However, remediation-related activities, such as building demolition and investigation and monitoring work, continue by DOE, NASA and Boeing at SSFL in their respective areas of responsibility, as set forth in Recital F, below.

F. The entirety of SSFL is subject to a comprehensive remediation program under the regulatory oversight of the California Department of Toxic Substances Control ("DTSC"), including remediation of contaminated soil and groundwater in accordance with applicable statutes, regulations, and policies. The remediation of contaminated soil, specifically, is pertinent to this MOU. Under this remediation program, Boeing is responsible for the soil contamination on specific portions of SSFL under a 2007 Consent Order for Corrective Action between Boeing, DOE, NASA and DTSC; these portions of SSFL will be collectively referred to as the "Boeing Area" (as further defined in [Appendix A](#)). Due to their historic activities and involvement at

PROPOSED

SSFL, DOE and NASA also have separate areas of responsibility for soil contamination at SSFL under separate 2010 Administrative Orders on Consent for Remedial Action that each federal agency entered into with DTSC. These areas will be referred to, respectively, as the “DOE Area” (corresponding to all of Area IV, the Northern Buffer Zone, and any contiguous radiologic or chemical contamination of soil emanating from within Area IV or the Northern Buffer Zone, as further defined in **Appendix A**) and the “NASA Area” (corresponding to Area II, and an approximately 42-acre portion of Area I, and any contiguous radiologic or chemical contamination of soil emanating from within Area II and the portion of Area I owned by NASA, as further defined in **Appendix A**). The Boeing Area, DOE Area, and NASA Area are each depicted on **Exhibit B**. DOE and NASA (together, the “Federal Entities,” and individually a “Federal Entity”) are responsible for soil contamination from their respective Industrial Activity at SSFL.

G. **Need for NPDES Permit.** As set forth above, Industrial Activity has ceased at SSFL. However, past operations at SSFL resulted in the release of radiological and chemical waste, and contamination of soil and groundwater at the Site. Therefore, it is a site where Significant Materials from past Industrial Activity currently remain and are exposed to stormwater. As such, the Los Angeles Water Board has issued a National Pollutant Discharge Elimination System permit for the discharge of stormwater at SSFL (the “NPDES Permit”) pursuant to regulations adopted by the U.S. Environmental Protection Agency (“US EPA”) to implement the federal Clean Water Act, 33 U.S.C. §§ 1251 *et seq.* Specifically, the Los Angeles Water Board has determined that discharges of stormwater runoff from SSFL meet the definition in 40 C.F.R. § 122.26(b)(14) of “storm water discharges associated with industrial activity,” which includes “areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water.” Pursuant to 40 C.F.R. § 122.26(c), stormwater discharges associated with industrial activity require a permit under the Clean Water Act NPDES program.

H. The US EPA regulations at 40 C.F.R. § 122.21(b) further state: “When a facility or activity is owned by one person but is operated by another person, it is the operator’s duty to obtain a permit.” See also 40 C.F.R. § 122.26(c)(1) (specifying the information that an operator must provide as part of its NPDES permit application). Although two parties (Boeing and the federal government) own different portions of SSFL, Boeing currently holds the NPDES Permit

PROPOSED

for the discharge of all stormwater from SSFL. The NPDES Permit issued to Boeing covers the discharge of stormwater from all portions of SSFL, including the DOE Area and NASA Area. Boeing conducted its own Industrial Activity at SSFL, and it also conducted Industrial Activity as a contractor acting on behalf of DOE and NASA. (See Recitals C and D above.)

I. Soil contamination in each of the separate areas at SSFL – the Boeing Area, the DOE Area, and the NASA Area – can impact the quality of stormwater discharged from SSFL. To support compliance with the NPDES Permit, Boeing currently owns and operates stormwater conveyance, storage, and treatment systems that capture and treat stormwater prior to its discharge from SSFL, including stormwater from the DOE Area and the NASA Area.

J. Due to the topography of SSFL, stormwater can carry Pollutants from one area of the Site to other areas and, therefore, impacts the quality of stormwater discharged from the Boeing Area, NASA Area and DOE Area. Currently, only Boeing is named as a discharger on the NPDES Permit, though all three areas – the Boeing Area, DOE Area and the NASA Area – can contribute Pollutants to stormwater discharged from SSFL. While the Federal Entities are dischargers of stormwater from SSFL, the Federal Entities are not currently regulated under the NPDES Permit.

K. When DOE and NASA conduct remediation actions at SSFL, including removal of buildings and remediation of soils, the excavation and construction work for such actions are subject to NPDES permitting requirements pursuant to 40 C.F.R. §§ 122.26(b)(14)(x) and (c). Both DOE and NASA have applied for permit coverage under the State Water Resources Control Board’s NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002) (“Construction General Storm Water Permit”) for demolition activities the Federal Entities have undertaken or plan to undertake in the near future at SSFL.²

L. **Boeing’s Soil Remediation at SSFL.** As described above, Boeing, DOE and NASA each are responsible for soil contamination in different areas at SSFL, and each are conducting separate soil remediation actions on their respective areas of responsibility at SSFL under DTSC oversight. Boeing anticipates that it will complete its soil remediation prior to NASA and DOE completing their soil remediation activities.

² See, for example, WDID 4 56C388835 for DOE for the CLIN0008 Phase 1 Decommissioning and Demolition in Area IV.

PROPOSED

M. After Boeing completes its soil remediation on the Boeing Area pursuant to DTSC's regulatory oversight, Boeing intends to seek to terminate the NPDES Permit or withdraw from its obligations under the NPDES Permit for stormwater discharges from Industrial Activity on the basis that Significant Materials from past Industrial Activity in the Boeing Area will no longer be exposed to stormwater.

N. Boeing and the Los Angeles Water Board wish to clarify the processes, methodologies, and standards for assessing stormwater discharges at SSFL under the Clean Water Act NPDES permit program following the completion of Boeing's soil remediation in the Boeing Area. The purpose of the processes, methodologies, and standards is two-fold: (1) to determine whether Significant Materials from past Industrial Activity have been cleaned up in the Boeing Area such that they do not Pollute stormwater runoff from that area, and (2) to ensure that the Federal Entities have all required NPDES permit coverage prior to the Los Angeles Water Board considering termination of Boeing's NPDES Permit so that there is no regulatory gap in required NPDES permit coverage for stormwater discharges at the Site. The processes, methodologies, and standards in this MOU will ensure the protection of human health and the environment from potential impacts of stormwater discharges affected by past Industrial Activity.

O. To that end, the Parties have agreed to utilize technical stormwater reports that have been and will be prepared by the Surface Water Expert Panel ("Expert Panel"). The Expert Panel is an independent panel formed in 2007 as required by the Los Angeles Water Board to review and evaluate stormwater conditions at SSFL. The Expert Panel is comprised of academic, engineering and environmental experts with wide-ranging experience in stormwater issues across the country. The work of the Expert Panel at SSFL has included, but not been limited to, source removal activities; design and implementation of best management practices; water quality monitoring; scientific assessment of background conditions and their effect on stormwater quality; stormwater human health risk assessment; and public outreach. Members of the Expert Panel can change as agreed to by the Los Angeles Water Board, and the Los Angeles Water Board requires that any compensation of the Expert Panel shall be at Boeing's sole expense.

P. Boeing agrees to conduct its post-soil remediation activities at SSFL as specified in this MOU, and in return, the Los Angeles Water Board agrees to utilize the processes,

PROPOSED

methodologies and standards as specified in this MOU and applicable federal and state statutes and regulations for assessing Boeing's stormwater obligations at SSFL after Boeing has completed its soil remediation within the Boeing Area.

TERMS

1.0 All of the recitals above are incorporated herein.

2.0 Boeing agrees to implement post-cleanup scenario modeling and post-cleanup confirmation stormwater monitoring, including chronic toxicity testing, as described in **Exhibit C** (Post-Cleanup Stormwater Quality Modeling Work Plan). The modeling and monitoring will utilize the applicable NPDES permit effluent limits and background values specified in **Exhibit D** (Santa Susana Field Laboratory Background Stormwater Thresholds), or any updates to the background values as recommended in **Exhibit D** and calculated by the Expert Panel. Boeing shall conduct the modeling and monitoring pursuant to and as described in **Exhibit C** under the oversight of the Expert Panel.

3.0 Within 180 days after all of the provisions of this Section 3 have been satisfied, the Executive Officer will publicly notice a hearing, in accordance with the applicable public notice and comment requirements of the US EPA regulations for Clean Water Act NPDES permits and the applicable provisions of the California Water Code (see 40 C.F.R. §§ 124.10, 124.11, 124.12, and 123.25(a) and California Water Code §§ 13167.5 and 13378), and then present to the Los Angeles Water Board at such hearing for the Board's consideration, a tentative order to terminate Boeing's obligations under the NPDES Permit.

3.1. DTSC has issued a written Corrective Action Complete Determination to Boeing for Boeing's remediation of contaminated soil within the Boeing Area at SSFL.

3.2. The Los Angeles Water Board determines that:

3.2.1. Post-cleanup scenario modeling conducted by Boeing in accordance with Section 2 above predicts that Significant Materials from past Industrial Activity that occurred on the Boeing Area (i.e., excluding contributions from natural background or non-industrial sources) will not Pollute stormwater runoff from the Boeing Area. The determination under this Paragraph shall be made by comparing modeling output for the Boeing Area to applicable effluent limits or background or non-industrial threshold values.

3.2.2. The post-cleanup confirmation stormwater monitoring, including chronic toxicity testing, conducted by Boeing in accordance with Section 2 above demonstrates

PROPOSED

that Significant Materials from past Industrial Activity that occurred on the Boeing Area (i.e., excluding contributions from natural background or non-industrial sources) do not Pollute stormwater runoff from the Boeing Area. The determination under this Paragraph shall be made by comparing monitoring data from the Boeing Area to applicable effluent limits or background or non-industrial threshold values. Boeing may commence post-cleanup confirmation stormwater monitoring under this provision for each RFI Site as soon it receives from DTSC a Notice Allowing Commencement of Site Restoration Activities following completion by Boeing of its soil remediation activities for the RFI Site.

3.2.3. Boeing completes a Post-Soil Cleanup Stormwater Human Health Risk Assessment (“HHRA”) prepared in consultation with and approved by DTSC or OEHHA, and the Expert Panel. The HHRA will be performed using data from the post-cleanup confirmation stormwater monitoring conducted by Boeing in accordance with Section 2 above to evaluate potential human health risks. The methodology used for the HHRA will be consistent with the methodology used in the “Human Health Risk Assessment: Surface Water Outfalls, Santa Susana Field Laboratory” (April 2017) prepared by Geosyntec Consultants and any new or updated applicable standards. The approved HHRA must show no unacceptable risk to human receptors from exposure to stormwater from the Boeing Area post-cleanup, or risks equivalent to exposure to background or non-industrial stormwater thresholds.

3.3. DOE has obtained NPDES permit coverage for the discharge of stormwater from the DOE Area from the Los Angeles Water Board.

3.4. NASA has obtained NPDES permit coverage for the discharge of stormwater from the NASA Area from the Los Angeles Water Board.

4.0 The Parties further agree to the following:

4.1. Boeing agrees to use its Best Efforts (as defined in **Appendix A**) to persuade both DOE and NASA to submit timely NPDES permit applications, also known as Reports of Waste Discharge (“ROWDs”), to the Los Angeles Water Board to obtain NPDES permit coverage for stormwater discharges associated with past Industrial Activity and/or stormwater discharges associated with construction activity, which includes excavation and grading associated with remediation, for their respective areas of responsibility at SSFL.

4.2. In the event that (a) Boeing has used its Best Efforts to persuade DOE and NASA to submit ROWDs, but either both or one of the Federal Entities fail to submit a ROWD

PROPOSED

for the discharges described in Paragraph 4.1 above; and (b) DTSC has approved the Corrective Measures Implementation (CMI) and either (i) DTSC provides notice that soil remediation has commenced per the CMI, or (ii) Boeing has certified under penalty of perjury that it has commenced soil remediation per the schedule in the CMI (excluding interim soil cleanup activities not conducted per the CMI) for the Boeing Area, the Executive Officer of the Los Angeles Water Board shall issue a directive, within nine months of condition (b) being met, to either or both of the Federal Entities to submit a ROWD to the Los Angeles Water Board, in accordance with 40 C.F.R. §§ 122.21 and 123.25(a) and California Water Code §§ 13260, 13263(d) and 13376.

4.3. If DOE or NASA or both fail to submit an ROWD within 120 days of receiving the directive referenced in Paragraph 4.2 above, then the Executive Officer of the Los Angeles Water Board will proceed with developing and proposing to the Los Angeles Water Board an NPDES permit(s) for DOE and/or NASA. The Executive Officer of the Los Angeles Water Board will present NPDES permit(s) for DOE and/or NASA no later than 20 months after issuing the directive to DOE and/or NASA, as applicable, as authorized by California Water Code § 13263(d). The Los Angeles Water Board may also take progressive enforcement against DOE and/or NASA where appropriate in accordance with the State Water Resources Control Board's Water Quality Enforcement Policy.

4.4. In the event that any Soils Remedial Action Implementation Plan (SRAIP) is submitted by DOE and/or NASA for DTSC approval prior to condition (b) in Paragraph 4.2 above being met, Boeing will use its Best Efforts to persuade DOE and/or NASA to submit timely NPDES permit applications. Upon receipt of written notification from Boeing that its Best Efforts have failed, the Los Angeles Water Board Executive Officer will issue a directive(s) to DOE and/or NASA and will proceed with developing and proposing to the Los Angeles Water Board, NPDES permit(s) for DOE and/or NASA, as applicable, as authorized by California Water Code § 13263(d). The timing of the Los Angeles Water Board's actions shall be commensurate with the anticipated start of soil remediation in the DOE Area and/or NASA Area such that appropriate permit coverage will be in place prior to the start of soil remediation activities in the DOE Area and/or NASA Area.

4.5. Notwithstanding any other provision in this MOU, the Los Angeles Water Board will not consider termination of Boeing's obligations under the NPDES Permit prior to the

PROPOSED

time that the Los Angeles Water Board has issued an NPDES permit(s) for stormwater discharges to NASA and to DOE covering the NASA Area and the DOE Area respectively, or to another entity of the United States which has assumed soil remediation responsibility for those areas.

5.0 Dispute Resolution. This Section 5 establishes the procedures for resolving any dispute arising under this MOU. In the event of a dispute, the Parties agree to follow the sequence specified in this Section.

5.1. Informal Dispute Resolution. In the event of a dispute arising under this MOU, the Parties must first complete the informal dispute resolution process as outlined in this Paragraph before pursuing further action related to the dispute. The Party initiating dispute resolution shall send a "Dispute Notice" to the other Party via electronic mail and hard copy. The Parties agree to meet and confer in an effort to resolve the dispute within 30 days of the Dispute Notice (or longer, upon mutual agreement). The representatives of the Los Angeles Water Board for this informal dispute resolution shall consist of the Executive Officer, the Surface Water Division Assistant Executive Officer, and an attorney from the Office of Chief Counsel. The representatives of Boeing for this informal dispute resolution shall consist of the Boeing's SSFL Project Coordinator, Boeing's Director of Environment or equivalent, and an attorney from Boeing's Office of the General Counsel.

5.2. Los Angeles Water Board Meeting. If the Parties are unable to resolve their dispute by meeting and conferring on the matter pursuant to Paragraph 5.1 above, then within 75 days (or longer, upon mutual written agreement of the Parties) of the Dispute Notice, the Los Angeles Water Board will agendaize the subject matter of the dispute at the next regularly scheduled Board meeting in order to make a decision on how to address the dispute. The final agency decision shall issue no later than 30 days after the meeting at which the Los Angeles Water Board considers the dispute.

5.3. Petition to State Water Resources Control Board. Upon receipt of the final agency decision described in Paragraph 5.2 above, Boeing may file a petition for review before the State Water Resources Control Board pursuant to California Water Code § 13320 and the California Code of Regulations, Title 23, §§ 2050-2068, which include provisions for administrative review of an act or failure act by a Regional Water Quality Control Board.

PROPOSED

5.4. Judicial Review. After exhausting its administrative remedies, Boeing may seek judicial review in accordance with California Water Code § 13330.

5.5. Notwithstanding the foregoing, Boeing agrees not to petition the State Water Board to add the Federal Entities to the NPDES Permit unless and until the conditions in Section 3 above, excluding Paragraphs 3.3-3.4, are satisfied. Nothing in this Paragraph is intended to prevent the Parties from exercising their rights, obligations or duties in set forth in Paragraphs 4.1-4.3 above; and nothing in this Paragraph is intended to prevent Boeing from using the Dispute Resolution Process set forth in this Section.

6.0 Los Angeles Water Board Authority and Discretion. Notwithstanding any other provision contained in this MOU, this MOU does not dictate, prescribe, or require any particular decision by the Los Angeles Water Board at or after the hearing to consider the tentative order regarding the termination of Boeing's NPDES Permit as referenced in Section 3 above. The Board's consideration of any such tentative order is subject to applicable requirements regarding public notice and comment and a public hearing as set forth in Section 3 above, and the Board will exercise its discretion and decision-making authority on the matter based on the public hearing, any public workshops that may be held prior to the hearing, and the administrative record in accordance with applicable federal and state laws.

7.0 Applicable Laws. The Parties agree, that, as of the Effective Date, this MOU applies, and is consistent with, all applicable laws, plans and policies formally adopted by the Water Boards, and regulations as they pertain to the issuance and termination of industrial and/or construction stormwater NPDES permit(s) and waste discharge requirement(s) under California and federal laws (together, the "Applicable Laws, Regulations, and Policies"). Notwithstanding the foregoing, nothing herein prevents or precludes the Water Boards from imposing on Boeing any more stringent requirements if required by future changes in the Applicable Laws, Regulations, and Policies. Similarly, any technical analyses and the HHRA shall apply the most up to date science relied on or adopted by the Water Boards at the time the technical analysis is submitted.

8.0 Denial of Liability. By entering into this MOU, Boeing does not admit to any fact, fault or liability under any federal or state statute or regulation.

9.0 No Release or Waiver. This MOU shall not constitute a release, waiver, covenant not to sue or limitation on any rights or remedies that either Party may have against the other

PROPOSED

Party or any third party (including DOE and NASA), under statutory, regulatory or common law authority.

10.0 Notices. Any communication provided by one Party to the other Party in connection with this MOU shall be sent to following via electronic mail and U.S. mail:

10.1. Los Angeles Water Board: The Executive Officer and Counsel for Los Angeles Water Board.

10.2. Boeing: The Director of Environment or equivalent, and Boeing's Office of the General Counsel.

11.0 Effective Date. The Effective Date of this MOU is the later of (a) the day it is signed by the last signatory or (b) the Effective Date of the Settlement Agreement between the California Department of Toxic Substances Control ("DTSC") and The Boeing Company dated May 9, 2022 ("DTSC-Boeing Settlement Agreement").

12.0 Integration. This MOU contains all of the terms and conditions agreed upon by the Parties relating to the matters covered by this MOU, and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications of the Parties, whether oral or written, respecting the matters covered by this MOU. This Paragraph does not apply to any agreements, negotiations, correspondence, understandings or other writings relating to the reissuance of any NPDES Permit or other Board Order issued to Boeing prior to the provisions in Sections 3 and 4 above being met.

13.0 Governmental Liability. The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Boeing or its consultants or contractors in carrying out activities pursuant to this MOU, nor shall the State of California be held as a party to any contract entered into by Boeing or its agents in carrying out activities pursuant to the MOU. Boeing further agrees to defend, indemnify and hold the Los Angeles Water Board harmless for injuries or damages to persons or property resulting from acts or omissions by Boeing or its consultants or contractors in carrying out activities pursuant to this MOU.

14.0 Waiver or Modification. This MOU may be amended or modified only by a writing signed by the Parties to this MOU or their authorized representatives. No waiver of any provision of this MOU shall be binding unless executed in writing by the Party making the

PROPOSED

waiver. No waiver of any provision of this MOU shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

15.0 Termination: If the DTSC-Boeing Settlement Agreement terminates prior to DTSC issuing a Corrective Action Complete Determination to Boeing for Boeing's remediation of contaminated soil in the Boeing Area, either Party to this MOU may terminate this MOU after first giving 30 days written notice of intent to terminate the MOU.

16.0 No Third-Party Beneficiaries. The Parties to this MOU agree that there are no third-party beneficiaries to any of the terms and conditions contained in, or rights and obligations arising out of, this MOU.

17.0 Warranty of Capacity to Execute MOU. Each party to this MOU represents and warrants that the person who has signed this MOU on its behalf is duly authorized to enter into this MOU, and to bind that party to the terms and conditions of this MOU.

18.0 Signature. This MOU may be executed in duplicate originals and/or in counterparts, but it is agreed there is only one MOU. The Parties agree to accept fax and PDF scanned signatures.

19.0 Satisfaction of Obligations. Once the obligations set forth in Sections 3 and 4 above are discharged, and once the Parties have reached resolution of any disputes that may arise under this MOU through the Dispute Resolution Process set forth in Paragraphs 5.1-5.5 above, neither Party has any further rights, obligations or duties under this MOU, and it shall automatically terminate. The Los Angeles Water Board shall prepare an Acknowledgement of Satisfaction, which shall be signed by the Parties.

20.0 Equitable Agreement; Attorneys' Fees and Costs. In the event that either Party breaches this MOU, the Parties agree that there is no adequate remedy at law. This MOU is equitable in nature. If, after complying with the dispute resolution procedures set forth in Section 5 above, either Party files a lawsuit to enforce a dispute arising under this MOU in court, the Parties agree that extraordinary judicial relief is warranted in the form of specific performance and/or injunctive relief, as applicable. Should either Party file a petition with the State Water Board, or, subsequently, a lawsuit to enforce this MOU, neither Party is entitled to damages and each Party will bear its own costs and attorneys' fees.

PROPOSED

IN WITNESS WHEREOF, the undersigned have duly executed this MOU on the dates indicated below.

THE BOEING COMPANY

By: Steven L. Shestak

Title: Senior Director, Environmental Sustainability,
Global Enterprise Sustainability

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,
LOS ANGELES REGION

By: Renee Purdy

Title: Executive Officer

PROPOSED

APPENDIX A - DEFINED TERMS

“**Best Efforts**” means taking all reasonable steps in a good faith effort to persuade DOE and NASA to submit the ROWDs referenced in Section 4 of this MOU, including the following: (1) Boeing will first orally communicate the request to submit an ROWD to both DOE and NASA through its regular communications with the Federal Entities; (2) if the oral requests are unsuccessful for either or both of the Federal Entities, Boeing will, as applicable, (i) submit a written request to DOE to submit the ROWD, which request shall be addressed to the DOE SSFL Project Director and copied to the Director, Office of Environmental Management Consolidated Business Center; and/or (ii) submit a written request to NASA to submit the ROWD, which request shall be addressed to the NASA SSFL Project Director and copied to the Director of Marshall Space Center; (3) if the written requests are unsuccessful for either or both of the Federal Entities, then as necessary, Boeing shall submit an additional written request in the manner as specified above; (4) if the written requests as set out above are unsuccessful, then, as applicable, Boeing’s Director of Environment or equivalent will contact via email and telephone the DOE and/or NASA officials listed above to make the request again; and (5) if all of the above steps are unsuccessful for either or both of the Federal Entities, then Boeing shall document all of its efforts in a written correspondence to DOE and/or NASA in the manner specified above. In all communications, Boeing will provide information relevant to the request to submit an ROWD, including but not limited to, a detailed description and schedule regarding the status of Boeing’s soil remediation in the Boeing Area. Boeing will copy the Los Angeles Water Board Executive Officer on all written communications under this provision.

“**Boeing Area**” means all areas at SSFL where Boeing is responsible for soil contamination as identified in the DTSC-Boeing Settlement Agreement. The Boeing Area includes Area I (except for the approximate 42-acre of Area I owned by the federal government), Area III, and the southern undeveloped area (known as the Southern Buffer Zone) as depicted on Exhibit B.

“**Corrective Action Complete Determination**” means a document issued by DTSC to Boeing that confirms that Boeing has completed the cleanup of contaminated soils within the Boeing Area at SSFL according to the specifications in DTSC’s final remedy decision for addressing that area soil contamination.

PROPOSED

“**Construction Stormwater Permit**” means State Water Resources Control Board Order No. 2009-0009-DWQ (NPDES No. CAS000002), entitled *National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities*, and all subsequent amendments and revisions to the Construction General Storm Water Permit, including but not limited to reissuance of this permit.

“**Corrective Measures Implementation**” means the documentation submitted by Boeing to DTSC, after DTSC selects a final remedy for addressing soil contamination within the Boeing Area at SSFL, that specifies how Boeing will design, construct, operate, maintain, and monitor the soil remedy.

“**DOE Area**” means all areas at SSFL where DOE is responsible for remediating soil contamination as identified in the 2010 Administrative Order on Consent for Remedial Action from past industrial operations conducted by or on behalf of DOE. The DOE Area includes Area IV, the northern undeveloped land (known as the Northern Buffer Zone) as depicted on Exhibit B, and any contiguous radiologic or chemical contamination of soil emanating from within Area IV or the Northern Buffer Zone.

“**Federal Entities**” means the U.S. Department of Energy and the National Aeronautics and Space Administration.

“**Industrial Activity**” refers specifically to past industrial operations conducted at SSFL by Boeing, DOE and/or NASA that resulted in Significant Materials being present in the soil at SSFL and exposed to stormwater. Past industrial operations are described in Recital E. The term “Industrial Activity” does not include on-site facilities such as roads, utilities and utility poles, or parking lots.

“**NASA Area**” means all areas at SSFL where NASA is responsible for remediating soil contamination as identified in the 2010 Administrative Order on Consent for Remedial Action from past industrial operations conducted by or on behalf of NASA. The NASA Area includes all areas currently owned by the federal government at SSFL (which consist of Area II and a 42-acre portion of Area I as depicted on Exhibit B), as well as any contiguous radiologic or chemical contamination of soil emanating from within Area II and the portion of Area I owned by NASA.

PROPOSED

“**Notice Allowing Commencement of Site Restoration Activities**” means the written notice that DTSC will provide Boeing upon completion of Boeing’s soil remediation activities for each RFI Site within the Boeing Area.

“**NPDES Permit**” means Los Angeles Water Board Order No. R4-2015-0033, NPDES No. CA0001309, Waste Discharge Requirements for the Boeing Company, Santa Susana Field Laboratory (issued Nov. 14, 2014, revised Feb. 12, 2015), and includes all amendments and revisions to the NPDES Permit made after the Effective Date of the MOU, including but not limited to the reissuance of the NPDES Permit.

“**Pollutant(s)**” has the same meaning as that set forth in 33 U.S.C. § 1362(6).

“**Pollute**” means that stormwater runoff concentrations exceed the higher of applicable NPDES Permit effluent limitations or background or non-industrial threshold values as calculated by the Expert Panel.

“**RFI Site**” means the areas within the Boeing Area which are grouped by location for investigation and remediation purposes, as further defined in the DTSC-Boeing Settlement Agreement.

“**Significant Materials**” has the same meaning as that set forth in 40 C.F.R. § 122.26(b)(12).

“**Soils Remedial Action Implementation Plan**” refers to the cleanup decision documents required under the 2010 Administrative Orders on Consent between DTSC and NASA, and DTSC and DOE, which serve as the Corrective Measures Study, Statements of Basis, Corrective Measures Implementation (CMI) Plan, and Soil Confirmation Sampling Plan documents for soils in the DOE Area and the NASA Area.

“**Water Boards**” shall mean both the State Water Resources Control Board and the Los Angeles Water Board.