

[INSERT CRA LETTERHEAD]

February __, 2025

VIA U.S. MAIL & ELECTRONIC MAIL

RE SOLUTIONS, LLC
1525 Raleigh Street, Suite 240
Denver, CO 80204
Attn: Stuart L. Miner; Mary Hashem
Email: stuart@resolutionsdev.com; mary@resolutionsdev.com

Re: *Second Letter Amendment to Amended and Restated Environmental Remediation and Development Management Agreement*

Dear Mr. Miner and Ms. Hashem:

Prior to the execution of this letter amendment (“**Second Letter Amendment**”) the Carson Reclamation Authority (“**CRA**”) and RE Solutions, LLC (“**RES**”) entered into that certain Amended and Restated Development Management Agreement, dated June 20, 2019 (the “**Original Agreement**”). The Original Agreement is proposed to be amended concurrently with this Second Letter Amendment pursuant to that certain Letter Amendment to Amended and Restated Environmental Remediation and Development Management Agreement, dated concurrently herewith (the “**First Letter Amendment**”). The Original Agreement, as amended by the First Letter Amendment and this Second Letter Amendment, is referred to herein as the “**Agreement**”).

The parties have entered into this Second Letter Amendment to establish the terms upon which the Original Agreement shall continue with respect to the Phase 2 Development Services (defined below).

1. Definitions. Capitalized terms used herein but not otherwise defined in this Second Letter Amendment shall have the same meaning as set forth in, as applicable, the Original Agreement or the First Letter Amendment. As used in the Agreement, the following capitalized terms shall have the following meanings:

(a) Solely for the purposes of interpreting this Second Letter Amendment, the term “**Project**” shall be deemed to mean the Phase 2 Development Services.

2. Term of Letter Amendment. The term of this Second Letter Amendment shall expire on the Completion (defined below) of all of the Phase 2 Development Improvements (defined below), which the parties intend to be June 31, 2027 (the “**Term**”), unless earlier terminated by either party pursuant to the terms of the Agreement or extended by mutual agreement if elements of the Project are still under construction.

3. Termination Rights. All terms and provisions set forth in Section 3 of the First Letter Amendment are incorporated herein as applicable to the termination rights of the parties with respect to the RES Work performed under this Second Letter Amendment. **[TO CONFIRM]**

4. Staffing Commitment. Staffing for the Phase 2 Development Services will be (a) provided by Stuart Miner, Mary Hashem, Marla Berendes, Daniela De La Torre, and Richard Lesser (as RES employees), (b) include the following independent contractors: JBE, LLC (“**Balobeck**”), Cumming Management Group, Inc. (“**Cumming**”), and Leighton Consulting, Inc. (“**Leighton**”), and (c) such other employees designated by RES or subcontractors approved by CRA. Details regarding the specific responsibilities of Balobeck, Cumming, and Leighton are set forth in the applicable Approved Agreements (as defined below).

5. Second Letter Amendment Compensation. CRA shall pay RES the following as compensation for the RES Work performed pursuant to this Second Letter Amendment:

(a) For the work performed pursuant to Sections 5.05 (a) and (e) of the Agreement (as described below in this Second Letter Amendment) and Section 7 of this Second Letter Amendment: (a) payment of RES’ invoiced time based on the hourly rates and Task categories set forth in Exhibit A, attached hereto; (b) reimbursement of approved RES expenses incurred in connection with its services performed under this Second Letter Amendment, which expenses shall expressly include (i) the Commercial General Liability insurance and CGL Excess Liability Insurance that RES is required to maintain pursuant to Exhibit D attached hereto (including any renewals or extensions thereof), **[and [(ii) the premium for the Professional Liability Insurance that RES is required to maintain pursuant to item 5 of Section 8.01 of the Original Agreement (but only to the extent such premium relates to the work to be performed pursuant to this Second Letter Amendment (as such allocation is reasonably determined by the applicable underwriter)), each including any renewals or extensions thereof]]****[SUBJECT TO REVIEW AND CONFIRMATION]**; and (c) reimbursement of all amounts payable by RES under the Approved Agreements set forth in Part 2 of Exhibit B, attached hereto, for work performed prior to, as applicable, the assignment of such contracts to the CRA or the termination of such contracts pursuant to their terms.

(b) For all other work performed pursuant to this Second Letter Amendment: (a) Reimbursement of all amounts payable by RES under the Approved Agreements set forth in Parts 1, 3 and 4 of Exhibit B, attached hereto for work performed prior to, as applicable, the assignment of such contracts to the CRA or the termination of such contracts pursuant to their terms; (b) an amount equal to five percent (5%) of the amounts set forth in the preceding clause (a); and (c) reimbursement of approved RES expenses incurred in connection with its services performed under this Second Letter Amendment. Notwithstanding the foregoing (1) RES shall not be entitled to a reimbursement of the amounts payable to Cumming for its assistance in managing the construction of the Phase 2 Development Improvements (and such amounts shall be paid by RES and not passed through to the CRA), but RES shall be entitled to a reimbursement of the amounts payable to Cumming for their assistance in managing the design and permitting of the Phase 2 Development Improvements.

(c) RES shall be entitled to the amount of \$138,844 (“**Project Mobilization Fee**”) which shall be paid to RES by the CRA within thirty (30) calendar days after the execution of this Second Letter Amendment as a fee for mobilization for the Phase 2 Development Improvements.

(d) RES shall be entitled to the amount of \$138,844 (“**Project Demobilization / Completion Fee**”) which shall be paid to RES by the CRA within thirty (30) calendar days of the earlier to occur of the following: (x) termination of this Second Letter Amendment in order to compensate RES for its demobilization costs associated with the Project; or (y) Completion of all of the Phase 2 Development Improvements, as set forth herein.

6. Development Services. Section 5.05 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“5.05 Development Services. RES shall oversee and manage the design, permitting, construction, and approvals for the Phase 2 Development Improvements (the “**Phase 2 Development Services**”). As used in this Agreement, the term “**Phase 2 Development Improvements**” means the following improvements, each as more particularly described in the plans and specifications set forth in Exhibit C, attached hereto: [TERMS SUBJECT TO CONFIRMATION]

1. The sewer, storm drain, domestic water, and recycled water systems within the right of way for Lenardo Drive from Main Street to Avalon Boulevard and Stamps Road from Del Amo to Lenardo Drive (the “**Designated Street Area**”);

2. The electrical, gas, telecom, and broadband services within the Designated Street Area;

3. The earthwork related to the construction of the Designated Street Area, including (a) grading, shoring, excavation, and backfill, (b) the relocation of existing stockpiled aggregate, soil, or clay on the site, and (c) the improvement of temporary construction access roads and laydown areas to support the construction of the Phase 2 Development Improvements;

4. The foundation systems for street lights, traffic signals, and other applicable electrical equipment, backbone utility infrastructure, and irrigation controllers over waste, including caissons and piles;

5. The paving and flatwork including asphalt, concrete, and striping on (a) the Designated Street Area,

6. Any required roadway improvements on the section of Lenardo/Stadium Way located on the Torrance Lateral bridge;

7. Provided that Caltrans agrees to grant the necessary permits and or easements, any required roadway improvements, water lines and electrical lines the section

of the street currently in the Caltrans right of way between the Torrance Lateral bridge and Avalon Boulevard;

8. The streetlights and traffic signals in the Designated Street Area;
9. The median islands, median island landscaping, and other site landscaping within the Designated Street Area and along the Torrance Lateral;
10. The utilities and foundations for the three (3) Pylon signs adjacent to the 405 freeway;
11. The signalization improvements at the intersection of Stamps and Del Amo;
12. The grind and overlay work for Del Amo from Main to 405 overpass, **including concrete traffic lanes at the intersection**; and
13. The following remedial systems/improvements:
 - (A) any remedial construction to existing improvements [existing cap/liner on Cell 2 or existing GCCS improvements] as necessary to complete items 1-9 and 13(b), (c) and (d);
 - (B) keying land fill caps into the street improvements adjacent to the Remainder Cells,
 - (C) buffer zone improvements on Cells 1 and 2 (sufficient geomembrane liner and certain other remedial system improvements on Cells 1 and 2 to meet the provisions of the MAPO and other Environmental Regulatory Requirements), and
 - (D) installation of the GCCS vaults and header line in Cell 2.

The portions of the Phase 2 Development Improvements described items 1-10 are referred to herein as the "**GMAX Price Improvements**" and the portions of the Phase 2 Development Improvements described Item 11 are referred to herein as the "**Bid Alternative Improvements**". The portions of the GMAX Price Improvements that are to be accepted by an applicable public or quasi-public entity/utility for permanent maintenance are referred to herein as the "**Public Improvements**" and the Bid Alternative Improvements and the portions of the GMAX Price Improvements to be owned and maintained by CRA or a Vertical Developer are referred to herein as the "**Private Improvements**".

(a) *Design and Permitting of Phase 2 Development Improvements.* RES shall oversee and manage the preparation, plan check, approval and permitting of the construction drawings for the Phase 2 Development Improvements. In addition, RES shall perform the following services:

- (i) RES shall oversee and manage the design work/subcontracts listed in Parts 1 and 2 of Exhibit B, attached hereto, to the extent applicable to the preparation,

plan check, approval and permitting of the construction drawings for the Phase 2 Development Improvements;

(ii) RES shall oversee, manage, and/or assist with the coordination with CRA, CGO Developer and the following Governmental Authorities with respect to the Phase 2 Development Services: Southern California Edison, CalTrans, South Coast Air Quality Management District (“**SCAQMD**”), California State Water Resources Control Board, Los Angeles County Flood Control District, the City of Carson, Los Angeles County, and the Southern California Gas Company, each to the extent required; and

(iii) RES shall oversee, manage, and coordinate with the CRA to obtain any permits or approvals to be issued by any Governmental Authority for the construction of the Phase 2 Development Improvements.

(b) *Construction of the Phase 2 Development Improvements.* RES shall oversee and manage SL Carson Builder, LLC’s (“**Snyder Langston**”) construction of the Phase 2 Development Improvements pursuant to that certain Amended and Restated Master Agreement for Civil Improvements between RE Solutions, LLC and Snyder Langston, executed substantially concurrently herewith (the “**SL Contract**”), and any Work Orders or Change Directives (each as defined in the SL Contract) entered into pursuant to the SL Contract related to the Phase 2 Development Improvements (following the CRA’s approval for same), each as the same may be amended with the CRA’s approval (collectively, the “**SL Contract Agreements**”). Notwithstanding the foregoing to the contrary, RES’s obligation to cause Snyder Langston to construct the Phase 2 Development Improvements pursuant to the SL Contract Agreements is expressly conditioned upon CRA’s provision of information to RES and Snyder Langston that is necessary to satisfy the Project Funding (as such term is defined in the SL Contract) conditions set forth in the SL Contract, including, without limitation, Sections 2.1.2, 4.1.0 and 12.1 of the SL Contract. The parties acknowledge that the CRA shall be an express, third-party beneficiary of RES’ rights under all of the SL Contract Agreements. RES shall oversee and manage all field work through one or more full-time personnel during the construction of the Phase 2 Development Improvements. RES shall act as the primary point of contact for the performance of any environmental remediation required with respect to the Completion of the Phase 2 Development Improvements.

(1) Approved Agreements. RES shall oversee and manage the subcontracts listed in Part 1, 3 and 4 of Exhibit B, attached hereto, to the extent applicable to the Construction of the Phase 2 Development Improvements.

(2) Completion of the Phase 2 Development Improvements. As used herein, the term “**Completion**” means the following:

(A) With respect to each of the Public Improvements, the applicable public or quasi-public entity/utility has completed its process to accept the subject improvement; and

(B) With respect to the each of the Private Improvements, the CRA's receipt (A) of "Certificate of Final Completion" from the applicable "designated Owner Consultant" (each as defined in the SL Contract) for the applicable Private Improvement, and (B) with respect to each Private Improvements that is a Bid Alternative Improvement, the applicable documentation required under the "Construction Quality Assurance Plan" (as defined in the EKI Environment and Water, Inc. ("**EKI**") Approved Agreement) that the subject improvement has been completed pursuant to the applicable plans. **[THESE TERMS ARE SUBJECT TO REVIEW AND CONFIRMATION FOLLOWING FEEDBACK FROM RES / EKI]**

In conjunction with the foregoing, RES shall coordinate the confirmation of substantial and final Completion; schedule and coordinate inspections; review the accuracy of punch-lists of incomplete or unsatisfactory work prepared by applicable contractors, subcontractors, and/or public agency inspectors for the Phase 2 Development Improvements; and arrange for and supervise the completion of all punch-list items and final acceptance thereof.

(3) **GMAX Price.** The parties acknowledge that the SL Contract Agreements are intended to provide for the completion of the GMAX Price Improvements for one or more guaranteed maximum prices which is to be defined in applicable future Work Orders (all such sums collectively, the "**GMAX Price**"). The parties agree that, provided that RES has complied with its obligations under this Second Letter Amendment with respect to the management of the SL Contract Agreements, the CRA shall look solely to Snyder Langston for the enforcement of the GMAX Price provisions of the SL Contract Agreements and that RES' obligations under this Second Letter Amendment with respect to the GMAX Price provisions of the SL Contract Agreements shall be limited to the obligation to reasonably cooperate with the CRA in the CRA's enforcement of such provisions.

(4) **Agreement Claims - Section 18.22 of Contract.** The parties acknowledge that Section 18.22 of the SL Contract (i) requires RES to indemnify Snyder Langston from any Agreement Claim (as defined in the SL Contract) and (ii) permits RES to terminate the SL Contract Agreements or defend or settle the Agreement Claim. The parties hereby agree that the CRA shall indemnify, defend and hold RES harmless from and against any and all Damages arising out of or related to any Agreement Claim. The parties further agree that, so long as the CRA is not in default of its obligations under this subsection (c), RES shall not terminate the SL Contract Agreements as a result of an Agreement Claim or settle any Agreement Claim without the CRA's prior written consent, and in the event of any Agreement Claim, subject to any requirement to provide separate counsel as a result of any conflict of interest, the CRA shall have the right to defend such action utilizing the City Attorney's office, or use other comparable legal counsel of its choosing, and RES agrees to fully cooperate with the CRA in the defense of such action.

(5) **Suspension of Work under the SL Contract Agreements.** RES acknowledges receipt of the letter from the CRA dated January 27, 2025 related to the funding sources for the design, permitting and construction of the Phase 2 Development Improvements (the "**Funding Source Letter**"). If the Executive Director of the CRA

obtains actual knowledge of any facts that would cause the information or assumptions included in the Funding Source Letter to be incorrect or untrue, CRA shall provide RES with concurrent written notice of the same. CRA shall provide RES with an update to the Funding Source Letter if CRA identifies additional sources of funds available for the design, permitting, and construction of the Phase 2 Development Services. CRA acknowledges that RES (and therefore CRA) will be responsible for the payment of delay and/or termination damages under the SL Contract Agreements if the construction of the Phase 2 Development Improvements are delayed and/or terminated prior to completion as a result of the CRA not having access to sufficient funds to pay for same. [The parties hereby agree that [REDACTED] is an estimated amount of the delay damages, demobilization damages and early termination damages that might become due under the SL Contract Agreements if the construction of the Phase 2 Development Improvements becomes delayed for thirty (30) calendar days and then terminated as a result of lack of funding available to the CRA (the “**Suspension/Termination Estimate**”).][**SUBJECT TO REVIEW AND CONFIRMATION BY THE CRA BOARD**] RES shall have the right to suspend the construction of the Phase 2 Development Improvements if RES gives written notice (the “**RES Shortfall Funding Notice**”) to the CRA of RES’ reasonable determination that the funding available to CRA, less the Suspension/Termination Estimate, is insufficient to pay all of the costs due to RES under Section 5 of this Second Letter Amendment (taking into account the scope of the executed SL Contract Agreements and all of the restrictions of the use of the individual funding sources), and thereafter CRA fails to provide RES with a written response to the RES Shortfall Funding Notice within forty five (45) days together with reasonable evidence that CRA has secured access to sufficient funds to resolve any funding shortfall or gap. [**TERMS SUBJECT TO REVIEW AND CONFIRMATION**]

(c) *Health and Safety Construction Support.* The parties agree that (i) any health and safety construction support required in conjunction with the Completion of the Phase 2 Development Improvements shall be provided by EKI and (ii) any work necessary to address any landfill waste or other Hazardous Materials encountered in conjunction with the Completion of the Phase 2 Development Improvements shall (A) be designed and permitted by EKI pursuant to an amendment to the EKI Approved Agreement, and (B) be completed by Snyder Langston pursuant to a change order to the SL Contract. RES shall be responsible to oversee and manage EKI and Snyder Langston in the performance of such activities and to ensure that the same are completed in compliance with the applicable Environmental Regulatory Requirements.

(d) Stormwater Work.

(i) RES shall be responsible for any updates to the SWPPP that are required for the construction of the Phase 2 Development Improvements pursuant to the Second Letter Amendment.

(ii) From and after commencement of construction on the Phase 2 Development Improvements, the installation and maintenance of BMP’s and the pumping of stormwater from pile excavations/depressions within the construction area for the Phase

2 Development Improvements (as identified in the applicable SWPPP update) shall be delegated to Snyder Langston under the applicable construction contract and RES' responsibility shall be limited to the management of the same pursuant to the terms of the Second Letter Amendment.

(e) *Miscellaneous Development Services.* RES shall perform the following services with respect to the Phase 2 Development Improvements:

(1) Scheduling and Value Engineering. RES shall oversee and implement any value engineering analysis regarding the schedule, design, planning, construction, systems, and other criteria and alternatives relating to the Phase 2 Development Improvements and prepare project schedules as required by CRA for the design and construction phases of the Phase 2 Development Improvements. RES shall update such schedules on a monthly or more frequent basis as required by CRA;

(2) Lien Releases and Waivers. RES shall implement procedures for obtaining lien releases and waivers in connection with each CRA payment from all contractors, subcontractors and other mechanic's and materialmen's lien claimants and pursuant to such procedures, obtain partial, conditional and final lien releases and waivers (which may be retained and stored in electronic format), subject to CRA approval;

(3) Reporting. RES shall keep CRA informed as to job progress, including providing written job progress reports, by the fifteenth (15th) day of each month during the Term hereof, or more frequently if reasonably required by CRA; and

(4) Additional Services. RES shall perform such other Project administration services similar in type and obligation to those listed in this Section 5.05 as may be reasonably requested by CRA, including preparing such other reasonably requested schedules, reports, budgets and other technical data, and attending such meetings during the term of the Second Letter Amendment as CRA may reasonably request in order to assist in the preparation of the contract documents, Project Budgets, cost estimates, any proposed changes in any Project Budget or construction schedule or in any other documents and instruments relative to the RES Work or the Project, as necessary or appropriate so that Completion of the RES Work may be accomplished within the budgetary and time objectives specified herein.

7. Budgets and Payment Mechanics.

(a) Within thirty (30) days after the execution of this Second Letter Amendment, CRA shall provide RES with (1) the sources of funds available to the CRA to pay the costs associated with the Phase 2 Development Improvements, (2) the scope of uses for each identified source of funds set forth in clause (1) and (3) an exhaustive list of all costs previously charged to the sources listed clause (1).

(b) Within thirty (30) calendar days after the effective date of the SL Contract, RES shall submit for CRA's review and approval in its sole discretion a preliminary budget for

the performance of the Phase 2 Development Services, which preliminary budget sets forth all applicable costs incurred after November 1, 2024 and anticipated expenses for the work to be performed pursuant to this Second Letter Amendment (the “**Design and Construction Budget**”) for the CRA’s review and approval, and RES shall otherwise comply with the terms under Section 6.02 of the Original Agreement regarding updates to the Project Budget. RES shall update the Design and Construction Budget every sixty (60) days (with input from CRA and Snyder Langston) and deliver the same to the CRA to reflect any GMAX Price provided by Snyder Langston or other amendments to the Approved Agreements.

(c) Within fifteen (15) days after receipt of the information required under the foregoing clause (i) and the CRA’s approval of the initial Design and Construction Budget pursuant to the foregoing clause (ii), RES shall develop an initial sources and uses for the Phase 2 Development Services (the “**Sources and Uses**”) for CRA’s review and approval, in its sole discretion. The Sources and Uses shall identify the sources of funds that are available to CRA to pay costs associated with the Phase 2 Development Services and the scope of uses for each identified source. RES shall provide the CRA with rolling sixty (60) day updates of the Sources and Uses during the Term identifying the amounts previously expended from each identified source, the amounts remaining for each source and the current cost to complete the scope of improvements included in each identified source based on the then current Design and Construction Budget. Unless the CRA provides RES with written notice that a portion of the funds originally identified by the CRA as available for incorporation in the Sources and Uses have been utilized for a different purpose, each sixty (60) update shall be prepared under the assumption that such originally identified sources have only been reduced by payments applicable to the Phase 2 Development Services made pursuant to this Second Letter Amendment.

(d) *Second Amendment Allocations with respect to the Master Invoice.* Each Master Invoice shall include a separate allocation for all work performed pursuant to this Second Letter Amendment, which amount shall be suballocated by amounts to be paid from the identified sources in the Sources and Uses.

8 Subconsulting Agreements and Subcontracts. As of the effective date of this Second Letter Amendment, the CRA has approved the subconsulting agreements and subcontracts set forth in Exhibit B, attached hereto (the “**Approved Agreements**”). RES shall comply with the provisions of Section 5.06 [Bidding and Hiring Subcontractors and Subconsultants] of the Original Agreement with respect to any subsequent amendments to the Approved Agreements or any new subconsulting agreements or subcontracts entered into with respect to the performance of the Phase 2 Development Services. Any amendments or agreements approved by the CRA pursuant to such procedures shall be included in the term “Approved Agreements”.

9. Insurance Matters. Solely with respect to the performance of the Phase 2 Development Services, the provisions of Exhibit D to the First Letter Amendment are hereby amended by adding the provisions of Exhibit D, attached hereto.

10. Reserved Claims and Defenses. Nothing in this Second Letter Amendment shall affect, waive or amend any claims, causes of action, defenses, damages or remedies under the Original Agreement that have accrued to either party as of July 23, 2024 (collectively, “**Reserved**

Claims and Defenses”). The Reserved Claims and Defenses shall survive any expiration or earlier termination of this Second Letter Amendment.

11. Survival. The following provisions of this Second Letter Amendment shall survive the expiration or earlier termination of this Second Letter Amendment: Section 9.

12. Miscellaneous.

(a) This Second Letter Amendment may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement. Each of the parties agrees that an email transmission of a signature on this Second Letter Amendment shall constitute a valid execution of this document, and shall be sufficient to formally bind, at the time of transmission, the party whose signature was transmitted by email.

(b) Should any portion, word, clause, phrase, sentence or paragraph of this Second Letter Amendment be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

(c) The parties acknowledge that this Second Letter Amendment was jointly prepared by them, by and through their respective legal counsel. This Second Letter Amendment shall be construed according to its fair meaning as prepared by the parties, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties.

(d) Failure to insist on compliance with any term, covenant or condition contained in this Second Letter Amendment shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Second Letter Amendment at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

(e) This Second Letter Amendment is made and entered into in pursuant to the laws of the State of California and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles. Any action to enforce or interpret any provision of this Second Letter Amendment shall be brought in the Superior Court of California by and for the County of Los Angeles.

(f) Each party shall perform any further acts and execute and deliver any further documents that may be reasonably necessary or appropriate to carry out the provisions and intent of this Second Letter Amendment. Except as expressly stated otherwise in this Second Letter Amendment, actions required of the parties or any of them will not be unreasonably withheld or delayed. Time will be of the essence with respect to the actions required of any of the parties.

(g) Each party declares that it has read this Second Letter Amendment and understands and knows the contents thereof, and each party represents and warrants that each of the persons executing this Second Letter Amendment is empowered to do so and upon execution, the terms and conditions of this Second Letter Amendment shall bind the respective party to the terms hereof.

(h) The prevailing party in any action or proceeding for the enforcement of a term or condition of this Second Letter Amendment, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Second Letter Amendment or any action or proceeding in any way arising from this Second Letter Amendment, will be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith. The "prevailing party," for purposes of this Second Letter Amendment, will be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

(i) No officer or employee of RES or the CRA shall be personally liable hereunder in the event of any default or breach by RES or the CRA or for any amount, which may become due to either of the parties hereto, or for any breach of any obligation of the terms of this Second Letter Amendment.

(j) The parties acknowledge and agree that except as modified by this Second Letter Amendment, the Original Agreement remains in full force and effect, and all applicable terms and provisions are incorporated herein. To the extent applicable, in the event of conflict between the terms and provisions of this Second Letter Amendment and the Original Agreement, the terms and provisions shall be harmonized to eliminate any such conflict. To the extent any of the terms and provision hereof cannot be harmonized with the terms and provisions of the Original Agreement, the terms and provisions hereof shall govern.

13. Notices. Any notices, requests, demands, documents approvals or disapprovals given or sent under this Second Letter Amendment from one party to another shall be given to the party entitled thereto at its address set forth below or at such other address as such party may provide to the other parties in writing. Notice may be given (i) solely with respect to the specific provisions herein that allow for it, via e-mail, so long as a written letter is attached to such email notice; (ii) by personal delivery which will be deemed received on the day of delivery; (iii) by national overnight delivery service which shall be deemed received the following day; (iv) by mailing the same by registered or certified US mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below:

RES: Stuart Miner, Principal of RES, 1525 Raleigh Street, Suite 240, Denver, Colorado 80204 (email: stuart@resolutions.dev.com / phone: 303-945-3017).

CRA: John Raymond, Executive Director of the CRA, c/o City of Carson, 701 E. Carson Street, Carson, California 90745 (email: jraymond@carsonca.gov / phone: 310-952-1773), with a copy to Sunny Soltani, Counsel for the CRA, Aleshire & Wynder, LLP, 1 Park Plaza, Suite 1000, Irvine, CA 92612 (email: ssoltani@awattorneys.com / phone: 949-223-1170).

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Second Letter Amendment as of the date and year first-above written.

CARSON RECLAMATION AUTHORITY,
a California joint powers authority

Name: John Raymond
Title: CRA Executive Director

ATTEST:

By: Dr. Khaleah Bradshaw
Title: CRA Secretary

APPROVED AS TO FORM:

By: Sunny Soltani, CRA Counsel

RE SOLUTIONS, LLC,
a Colorado limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

cc (*via email*): Marc Stice, Counsel for RES (mstice@sticeblock.com)
Danny Aleshire, Asst. Counsel for CRA (danny.aleshire@awattorneys.com)

EXHIBIT A

RES Hourly Rates

A. Approved Hourly Rates.

1. Principal \$310
2. Senior Project/Environmental/Development Manager \$250
3. Project/Environmental/Manager \$195
4. Senior Project Scientist/Engineer/Planner \$165
5. Project Scientist/Engineer/Planner \$150
6. Technician I \$135
7. Technician II \$120
8. Technician \$95
9. Senior Administrative/Clerical \$85
10. Administrative/Clerical \$65

The above hourly rates shall be increased by three percent (3%) annually on July 23rd of each calendar year during the term of this Second Letter Amendment.

B. Approved Task Categories.

- Community Outreach/Public Participation
- Financial Review/Budgeting/Invoicing
- General Project Management
- Insurance Matters
- Regulatory Issues
- Review/Negotiate/Approve Contracts and Change Orders
- Schedule Management and Updates
- Preconstruction Planning and Permitting
- Travel to and from the City of Carson
- Stormwater Work
- Community Relations/MMRP Management

EXHIBIT B

Approved Agreements[SUBJECT TO REVIEW]

Part 1. Construction Management and Materials Testing Subcontracts.

1. Balobeck;
2. Cumming; and
3. Leighton (materials testing).

Part 2. Design Subcontracts.

1. Antieri Associates Consulting Engineers, Inc.
2. Michael Baker International, Inc.
3. KPFF, Inc.
4. Cummings Curley and Associates, Inc.
5. Cumming.
6. EKI Environment and Water, Inc. (“**EKI**”).
7. Leighton (Geotech).

Part 3. Construction Subcontracts.

1. The SL Contract Agreements
2. [ADD AMPCO CONTRACT]

Part 4. Health and Safety Subcontracts. List EKI contract.

EXHIBIT C

Draft Construction Drawings for the Phase 2 Development Improvements

[Attached]

EXHIBIT D

Insurance Modifications for the Phase 2 Development Improvements

[NOTE: REVISED TERMS ARE SUBJECT TO REVIEW AND REVISION]

1. COMMERCIAL GENERAL LIABILITY INSURANCE. Solely with respect to the Phase 2 Development Services, item 3 of Section 8.01 of the Original Agreement is revised to read as follows:

RES shall procure and maintain commercial general liability (CGL) insurance as set forth in the [Commercial General Liability Occurrence quote provided by Berkley Assurance Company, as submission number ver-oi-2_3qsc7FeTM][CONFIRM reference number applies to final quote that is revised to address Jeremy's comments.]. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the CRA Indemnified Parties (excluding any insurance maintained by third-parties which name RES and one or more of the CRA Indemnified Parties as an additional insured).

2. UMBRELLA LIABILITY INSURANCE. The reference to paragraph 3 of Section 8.01 of the Original Agreement only does not include the policy set forth in item 1 of this Exhibit D.
3. CONTRACTORS POLLUTION LIABILITY INSURANCE

Until such time as RES is enrolled in the CGO CPL Wrap with respect to the Phase 2 Development Services, prior to commencement of construction of the Phase 2 Development Improvements, CRA shall cause the Existing CPL to be endorsed to (i) include the Phase 2 Development Improvements as part of covered operations thereunder; and (ii) increase the aggregate limit of liability under the Existing CPL to \$10,000,000 with a \$5,000,000 dedicated and reserved limit of liability to the Phase 2 Development Improvements. RES acknowledges that CRA has the right to add other contractors and consultants as additional named insureds on the Existing CPL, at CRA's sole discretion.

4. CONTRACTOR'S EQUIPMENT INSURANCE

The requirements of item 7 of Section 8.01 of the Original Agreement shall not apply to the Phase 2 Development Services.