

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into as of October ____, 2022 (“**Effective Date**”), by and between RE SOLUTIONS, LLC, a Colorado limited liability company (“**RES**”), and the CARSON RECLAMATION AUTHORITY, a joint powers authority formed under the laws of the State of California (the “**CRA**” or “**Authority**”). RES and Authority are collectively referred to as the “**Parties**” and singularly as a “**Party**.” All initially capitalized terms used but not defined in this Agreement shall have the same meaning as set forth in the DMA (as defined below).

RECITALS

WHEREAS, on July 12, 2017, the Parties entered into that certain Environmental Remediation and Development Management Agreement (the “**Original DMA**”), which provided for, among other things, RES to provide for all of the environmental and development management services required by the Authority for that certain 157-acre parcel located at 20400 S. Main Street in Carson, California, commonly known as the former Cal-Compact Landfill (the “**Property**”);

WHEREAS, on June 20, 2019, the Parties entered into that certain Amended and Restated Environmental Remediation and Development Management Agreement (the “**DMA**”), which amended, restated, and superseded all provisions under the Original DMA;

WHEREAS, the Authority and CAM-Carson, LLC (“**CAM-Carson**”) entered into, among other related agreements (the “**Related Agreements**”), a Conveyancing Agreement on September 6, 2018 (the “**Conveyancing Agreement**”), which provided that, among other things, the Authority was required to install the Remedial Systems and Site Development Improvements within the Subsurface Lot of Cell 2, in order to enable the development of CAM-Carson’s proposed project, consisting of a fashion retail outlet mall on the Surface Lot of Cell 2 on the Property (the “**CAM Project**”);

WHEREAS, after execution of the Conveyancing Agreement, RES commenced with the installation of the Remedial Systems and Site Development Improvements on behalf of the Authority (through RES’ various subcontractors) pursuant to the terms of the Original DMA and DMA. A dispute arose between CAM-Carson, the Authority, and RES during the fall of 2019, as to Authority’s ability to complete the Remedial Systems and Site Development Improvements required for Cell 2 and regarding RES’s alleged breach of contract in performing its duties;

WHEREAS, in April 2020 CAM-Carson filed a civil action in the Superior Court of California, County of Los Angeles against RES, the City, the Authority, and the Successor Agency to the Carson Redevelopment Authority (the “**Successor Agency**”), captioned *CAM-Carson, LLC v. Carson Reclamation Authority, et. al, Case No. 20STCV16461*, and thereafter Authority filed a cross-complaint therein (the “**Litigation**”);

WHEREAS, thereafter, the Parties, the City, and the Successor Agency entered into that certain Common Interest and Confidentiality Agreement with respect to the Litigation and their potential claims against each other, dated January 21, 2021, and that certain Tolling Agreement, dated January 21, 2021 (collectively, the “**RES Litigation Agreements**”);

WHEREAS, CAM-Carson, City and Authority have entered into certain amendments to the Related Agreements and the Conveyancing Agreement, including that certain Second Amendment to Conveyancing Agreement (the “**Conveyancing Agreement Amendment**”), which will allow CAM-Carson to proceed with the CAM Project under the terms and conditions contained therein, and settle the Litigation (amongst all parties thereto, including RES), pursuant to certain Release Agreements to be delivered pursuant to, as applicable, this Agreement or the Conveyancing Agreement Amendment;

WHEREAS, pursuant to the terms and conditions of the Conveyancing Agreement Amendment, CAM-Carson is unwilling to pay for any costs or expenses of the Authority with respect to RES’ ongoing work on behalf of the Authority going forward; and

WHEREAS, the Parties seek to provide for (a) the transition of the management of the Project from RES to the Authority or its designee, (b) the termination of the DMA, and, subject to the satisfaction of the Release Conditions (defined below), (c) the execution and delivery of the Release Agreements (defined below) and termination of and RES Litigation Agreements and the dismissal of the Litigation, each pursuant to the terms of this Agreement.

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties agree as follows:

AGREEMENT

In consideration of the facts, acknowledgements, agreements, general release, and promises contained in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged by each Party, the Parties promise and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, and are incorporated herein by reference:

2. **Terms Regarding the Wind-Down of RES’ Work on the Property; Termination of DMA.**

2.1 Wind-Down Term. As used herein, the term “**Wind-Down Term**” shall mean the period commencing on the Effective Date and expiring on the date that is ninety (90) days after the Effective Date. Notwithstanding the foregoing to the contrary, if the Diligence Period (as defined under the Conveyancing Agreement Amendment) has been extended, the CRA may extend the Wind-Down Term for up to an additional ninety (90) calendar days upon delivery of written notice to RES at least five (5) business days prior to the then current expiration date.

2.2 Termination of the DMA. The Parties hereby agree that the DMA shall terminate effective upon the expiration of the Wind-Down Term (as the same may be extended pursuant to the terms in Section 2.1 above). **Notwithstanding anything to the contrary herein, in the event that the Diligence Period under the Conveyancing Agreement Amendment expires and CAM-Carson elects to terminate the Conveyancing Agreement Amendment and revive/continue with the Litigation, the CRA shall provide notice of such fact to RES, and the Wind-Down Term and this Agreement shall terminate upon the terms and conditions set forth in such notice from the CRA (provided, however, any such terms and conditions shall not expand or increase any obligations of RES contained herein), except for the specific terms**

set forth herein which survive the expiration or termination of this Agreement.

2.3 Implementation and Wind-Down of the DMA During the Wind-Down Term. Notwithstanding any term or provision of the DMA to the contrary, during the Wind Down Term:

(a) Staffing Commitment. RES shall not be required to maintain the staffing commitment set forth in Section 5.01(a) of the DMA; provided, however, RES shall be obligated to ensure sufficient staffing to serve the requirements of the CRA during the Wind-Down Term (as applicable). The Parties acknowledge that (i) the CRA is attempting to reach an employment agreement with RES employee Michael Sullivan (either directly with the CRA or a third party), and (ii) if such an agreement is reached, the requirements of the CRA during the Wind-Down Term and RES' responsibilities under Section 2.3(b) shall thereafter exclude matters that were included in Mr. Sullivan's scope of work; provided, however, that RES shall be obligated to provide Mr. Sullivan with access to RES' physical and electronic Project records during the balance of the Wind-Down Term.

(b) RES Responsibilities. RES shall not be required to perform any of the responsibilities set forth in the following DMA Sections: 5.03, 5.04(a), 5.04(f), 5.04(h), 5.04(i) (excepting matters related to the operation and maintenance of the Site), 5.05, and 6.01. If the CRA requests that RES assign any one of the Project subcontracts to the CRA or its designee during the Wind-Down Term, from and after the assignment of such Project subcontract, RES shall no longer be responsible for the management or payment of the applicable subcontractor.

(c) RES Compensation. The compensation due to RES from the CRA shall be limited to (a) payment of RES' invoiced time based on the hourly rates set forth in Exhibit A, attached hereto, for the performance of RES's responsibilities under the DMA (as limited by Section 2.3(b)) and this Agreement, (b) reimbursement of approved Project expenses, including the housing expense payable to RES' construction manager, and (c) reimbursement of approved Project subcontractor costs 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, whether such termination is at the CRA's express direction or pursuant to RES' rights under Section 2.3(d), below. RES shall submit invoices for this Section 2.(c) on or before the 15th of the subsequent month. The CRA shall (i) review each invoice and provide RES with written notice of any objections within ten (10) days after receipt of such invoice, (ii) pay any undisputed amounts within fifteen (15) days after receipt of such invoice and (iii) pay previously disputed but ultimately approved amounts by the fifth (5th) business day after the resolution of dispute. No retention shall be withheld from such payments. The CRA acknowledges that the Project subcontracts set forth in Exhibit B (attached hereto) have been previously approved (the "**Project Subcontracts**"). The CRA's obligation to compensate RES pursuant to this Section 2.3(c) for matters first arising prior to the termination of this Agreement shall survive the termination of this Agreement.

(d) Assignment of Project Subcontracts. The Parties have previously entered into that certain Collateral Assignment of Project Documents, dated June 20, 2019 (the "**Collateral Assignment**"), pursuant to which RES assigned and transferred all Project Subcontracts to the CRA, and gave a security interest in and to all of RES' right, title, and interest in the Project Subcontracts. In addition, each Project subcontractor previously entered into certain Acknowledgment and Consent of Consultant agreements in favor of the CRA (each, an

“**Acknowledgment**”, collectively, the “**Acknowledgments**”), which allow for the CRA to directly and unilaterally (without any involvement by RES) assume the obligations of RES under each Project Subcontracts by notice to such Project subcontractor, through the provisions set forth in each Acknowledgment. On or before the expiration or termination of the Wind-Down Period, the CRA shall give notice to the applicable Project subcontractor of the CRA’s election to terminate the DMA and require performance of the Project subcontractor under the applicable Project Subcontract, in favor of the CRA (the “**Performance Request**”). If the CRA does not deliver the Performance Request for any particular Project Subcontract prior to the expiration or termination of the of the Wind-Down Term, RES shall provide notice to the CRA of such fact and shall cooperatively work with the CRA and the applicable Project subcontractor to either terminate such Project Subcontract(s) or transfer / assign such Project Subcontract(s) to the CRA; provided, however, that RES shall be entitled to terminate any such Project Subcontract pursuant to its terms if, following written notice by RES to CRA, the CRA is unwilling or unable to assume any applicable Project Subcontract for a period 60 days following such written notice.

(e) RES’ Cooperation with CAM-Carson. RES shall assist the CRA in its responses to CAM-Carson’s due diligence requests and generally with CAM-Carson’s investigations of the Property during the Diligence Period (as defined under the Conveyancing Agreement Amendment). The Parties hereby (i) agree that any documents delivered or communications between the Parties or their respective consultants/contractors pursuant to this Section are provided as part of settlement negotiations pursuant to California Evidence Code Section 1152 and (ii) acknowledge that CAM-Carson’s legal counsel has provided its acknowledgement that any documents delivered or communications among the Parties and CAM-Carson or their respective consultants/contractors during the Diligence Period (as defined under the Conveyancing Agreement Amendment) are provided as part of settlement negotiations pursuant to California Evidence Code Section 1152. The CRA acknowledges that when RES is directly communicating with CAM-Carson pursuant to the forgoing, RES is acting as the CRA’s agent and shall have the benefit of any CRA/CAM-Carson confidentiality arrangements.

(f) Survival of Certain DMA Matters. Unless and until the Carson Parties/RES Release is executed, the following matters shall survive the termination of the DMA: (i) each Party’s claims for a breach of the DMA, negligence, fraud or willful misconduct arising during the term of the DMA term, including without limitation claims for unpaid Services Fees or Termination Fees, and (ii) RES’s right to receive the payments set forth in Section 2.3(c). In addition, each of the following shall survive the termination of the DMA, whether or not the Carson Parties/RES Release is executed: (i) RES’ right to be insured pursuant to Section 8.02 of the DMA, (ii) the Parties’ rights and obligations with respect to the allocation of the self-insured retention for a joint insured claim in Section 8.03(b) of the DMA, and (iii) the Design/Pile Liability Limitation set forth in Section 8.02(d) of the DMA. The Parties agree that the provisions of Section 3.04 of the DMA shall not survive the termination of the DMA and that the provisions of this Section 2 are agreed upon in lieu of such transfer provisions.

(g) RES Employees. RES hereby consents to the CRA’s solicitation of RES employees that work on the Project for future employment in conjunction with the Project. This section shall survive the termination of this Agreement.

(h) Close-Out Items. Within ten (10) days of the Effective Date, RES shall (i) prepare a list of the of the permits that (A) have been issued with respect to the Project

and (B) relate to RES' performance of its scope of work under the DMA (the "**DMA Permits**") and (ii) prepare a form of notice (content of notice to be reasonably approved by RES and the CRA Executive Director and General Counsel) to be issued to third parties and regulatory agencies regarding the termination of the DMA and RES' status regarding the Project and identify the contact information for the replacement project manager (once approved the "**RES Notice**"). The list of the DMA Permits shall specifically identify any permits that are held in the name of RES. Upon the expiration of the Wind-Down Term (or earlier if required by the CRA by written notice from the CRA to RES), (1) RES shall transfer/assign all Project utilities, trailer or equipment leases and other Project "general condition" items to the CRA or its designee (who shall expressly assume such matters), (2) if not previously completed, RES shall close out the Project wage determination with the California Department of Labor held by/issued to RES, (3) the Parties shall jointly contact the regulatory agencies that have issued the DMA Permits and, at the CRA's request, other regulatory agencies that have jurisdiction over the Project, to notify them of the termination of the DMA and the contact information for the replacement project manager, (4) RES shall coordinate with the CRA and any applicable regulatory agencies to have all permits transferred / assigned to the CRA (to the extent the permit(s) require transfer/assignment), (5) RES shall respond to any information requests or requests for supplemental reporting (content of notice to be reasonably approved by RES and the CRA Executive Director and General Counsel) issued by regulatory agencies that have been contacted pursuant to clauses (4) and (5), and (6) the CRA and RES (which a carbon copy to the other party) shall be entitled to provide the RES Notice to third parties related to the Project (including regulatory agencies). The provisions of this Section 2.3(h) shall survive the termination of this Agreement.

3. **Release Agreements.**

3.1 Approval of Forms of Release Agreement. The CRA, the City and the Successor Agency hereby approve the form of the Release Agreement attached hereto as Exhibit C-1 (the "**Carson Parties/RES Release**"). RES hereby approves the form of the Carson Parties/RES Release and the form of the Release Agreement attached hereto as Exhibit C-2 (the "**CAM-Carson/RES Release**" and together with the Carson Parties/RES Release, the "**Release Agreements**").

3.2 Execution and Delivery of Release Agreements. If all of the conditions precedent set forth in Section 1.1.4(a), (b) and (c) of the Conveyancing Agreement Amendment (collectively, the "**Release Conditions**") have been satisfied, the CRA shall provide RES concurrent written notice of such satisfaction and within two (2) business days after the delivery of such notice to RES:

(a) The CRA shall execute and the CRA shall cause the City and the Successor Agency to execute, four (4) original counterparts of the Carson Parties/RES Release and deliver the same to Aleshire & Wynder, with copies to RES; and

(b) RES shall execute four (4) original counterparts of the Carson Parties/RES Release and two (2) original counterparts of the CAM-Carson/RES Release and deliver the same to Aleshire & Wynder, with copies to the CRA.

Aleshire & Wynder shall hold all counterparts in trust until it has received two (2) original counterparts of the CAM-Carson/RES Release from CAM-Carson, at which time Aleshire &

Wynder shall assemble all the applicable counterparts, date each release agreement as of the date of the receipt of the last signature and deliver an original, fully executed original of the applicable release agreements to the parties thereto.

If the Release Conditions are satisfied, the CRA shall use commercially reasonable efforts to cause CAM-Carson to perform its obligations under Section 1.1.4 of the Conveyancing Agreement Amendment.

4. **RES Litigation Agreements.** The Parties hereby agree that the RES Litigation Agreements shall immediately terminate upon the distribution of the fully executed release agreements pursuant to Section 3, above.

5. **Non-Admission of Liability.** The Parties each acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by the Parties and/or the releasees, including the attorneys for the Parties.

6. **Stay of Litigation.** The Parties (including RES) hereby agree to cooperate with and participate with the stay of litigation contemplated by Section 1.1.4 of the Conveyancing Agreement Amendment until the end of the Due Diligence Period (as defined under the Conveyancing Agreement Amendment, and as the same may be extended from time to time), which stay of litigation shall terminate in the event that CAM-Carson elects to terminate the Conveyancing Agreement Amendment and revive/continue with the Litigation.

7. **No Assignment of Claims.** Each Party warrants and covenants that it has made no assignment, and will make no assignment, of any claim, cause of action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein or in the CRA Parties/RES Release Agreement, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein or in the CRA Parties/RES Release Agreement.

8. **Attorneys' Fees.** Each Party agrees to bear his/her/its own attorneys' fees and costs in connection with the resolution of the Litigation, the DMA, the RES Litigation Agreements, and the execution of this Agreement. Should any Party reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, including, but not limited to, instituting any action or proceeding either to enforce any provision hereof for damages by reason of any alleged breach of any provision hereof, for a declaration of such Party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing Party for all costs and expenses incurred thereby, including, but not limited to, actual attorneys' fees and costs, for the services rendered to such prevailing party. Such fees and costs shall not be limited by any statutory guidelines.

9. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10. **Knowing and Voluntary.** This Agreement is an important legal document and in

all respects has been voluntarily and knowingly executed by the Parties. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment.

11. **Assistance of Counsel.** The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel, prior to executing this Agreement, concerning the terms and conditions of this Agreement, if so desired.

12. **Counterparts.** This Agreement 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 document 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.

13. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

14. **Ambiguity.** The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel. This Agreement 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.

15. **Waiver.** Failure to insist on compliance with any term, covenant or condition contained in this Agreement 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 Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

16. **Governing Law; Venue.** This Agreement is made and entered into in 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 Agreement shall be brought in the Superior Court of California by and for the County of Los Angeles.

17. **Further Cooperation.** 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 Agreement. Except as expressly stated otherwise in this Agreement, 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.

18. **Notices.** Any and all notices required to be provided herein, shall be provided as set forth in Section 11.07 of the DMA.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the

Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties. The Parties each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties.

20. **Authority.** Each Party declares that it has read this Agreement and understands and knows the contents thereof, and each Party represents and warrants that each of the persons executing this Agreement is empowered to do so and upon execution, the terms and conditions of this Agreement shall bind the respective party to the terms hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereby execute this Settlement Agreement, as of the Effective Date.

RE SOLUTIONS, LLC, a Colorado limited liability company

By: Stuart L. Miner
Name: Stuart L. Miner
Title: Member

[Signatures continued on next page.]

CARSON RECLAMATION AUTHORITY, a
joint powers authority

By: _____
Name:
Title:

ATTEST:

By: _____
Name: Dr. Khaleah Bradshaw
Title: Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Name: Sunny Soltani
Title: Authority Counsel

Exhibit A

Approved Hourly Rates

Principal \$310
Senior Project/Environmental/Development Manager \$250
Project/Environmental/Manager \$195
Senior Project Scientist/Engineer/Planner \$165
Project Scientist/Engineer/Planner \$150
Technician \$85
Administrative/Clerical \$65

Exhibit B

Approved Project Subcontracts

1. Current subcontracts with consultants: WSP; Securitas, MBI (for QSP / QSD), MBI (civil), Antieri, Mayfield, and Labor Compliance Management; and
2. Current subcontracts with vendors – AT&T, Mobil Modular, Vonage, Power Plus, National Construction Rentals, Western Building Maintenance, Orkin and Waste Resources.

Exhibit C-1

Form of Carson Parties/RES Release

[Attached]

RELEASE AGREEMENT

This Release Agreement (the “**Agreement**”) is made and entered into as of [REDACTED], 2022 (the “**Effective Date**”) by and among the CARSON RECLAMATION AUTHORITY, a joint powers authority formed under the laws of the State of California (the “**CRA**” or “**Authority**”), the CITY OF CARSON, a California Charter City (“**City**”), the SUCCESSOR AGENCY TO THE CARSON REDEVELOPMENT AUTHORITY (the “**Successor Agency**”), and RE | SOLUTIONS, LLC, a Colorado limited liability company (“**RES**”), to settle and resolve with prejudice certain claims that any Party has asserted or could have asserted against any other Party in the Litigation (as defined below). The CRA, the City the Successor Agency and RES may each be referred to herein individually as a “**Party**” and may be collectively referred to herein as the “**Parties.**” All capitalized terms used but not defined in this Agreement shall have the same meaning as set forth in the DMA (defined below).

RECITALS

WHEREAS, on July 12, 2017, the CRA and RES entered into that certain Environmental Remediation and Development Management Agreement (the “**Original DMA**”), which provided for, among other things, RES to provide for all of the environmental and development management services required by the Authority for that certain 157-acre parcel located at 20400 S. Main Street in Carson, California, commonly known as the former Cal-Compact Landfill (the “**Property**”). On June 20, 2019, the CRA and RES entered into that certain Amended and Restated Environmental Remediation and Development Management Agreement (the “**A&R DMA**”), which amended, restated, and superseded all provisions under the Original DMA. On or about October __, 2022, the Parties entered into that certain Settlement Agreement, which, inter alia, amended certain provisions of the A&R DMA (the “**Settlement Agreement**”). The A&R DMA, as amended by the Settlement Agreement, is referred to herein as the “**DMA**”.

WHEREAS, the Authority and CAM-Carson, LLC (“**CAM-Carson**”) entered into, among other related agreements (the “**Related Agreements**”), a Conveyancing Agreement on September 6, 2018 (the “**Conveyancing Agreement**”), which provided that, among other things, the Authority was required to install the Remedial Systems and Site Development Improvements within the Subsurface Lot of Cell 2, in order to enable the development of CAM-Carson’s proposed project, consisting of a fashion retail outlet mall on the Surface Lot of Cell 2 on the Property (the “**CAM Project**”).

WHEREAS, after execution of the Conveyancing Agreement, RES commenced with the installation of the Remedial Systems and Site Development Improvements on behalf of the Authority (through RES’ various subcontractors) pursuant to the terms of the Original DMA and DMA. A dispute arose between CAM-Carson, the Authority, and RES during the fall of 2019, as to Authority’s ability to complete the Remedial Systems and Site Development Improvements required for Cell 2 and regarding RES’s alleged breach of contract in performing its duties.

WHEREAS, CAM-Carson filed a civil action in the Superior Court of California, County of Los Angeles (the “**Court**”) against RES, the City, the Authority, and the Successor Agency, captioned *CAM-Carson, LLC v. Carson Reclamation Authority, et. al*, Case No. 20STCV16461, and thereafter Authority filed a cross-complaint therein (the “**Litigation**”).

WHEREAS, after the Court dismissed City and Successor Agency from the Action, CAM-Carson timely filed its notice of appeal of the dismissal of the City in the Court of Appeal of the State of California, Second Appellate District, which is pending as Case No. B312729. On August 23, 2022, the Court of Appeal reversed the trial court's judgment of dismissal as to the City. On August 25, 2022, the trial court vacated its order sustaining the City's demurrer and entered a new order overruling the demurrer.

WHEREAS, on or around September 30, 2022, the City filed with the California Supreme Court a Petition for Review (the "**Supreme Court Appeal**").

WHEREAS, CAM-Carson, City and Authority now desire to proceed with the CAM Project under certain terms and conditions set forth in the Conveyancing Agreement and certain related Project Agreements, and end the Litigation.

WHEREAS, each of the Parties enters into this Agreement with the advice and assistance of its respective counsel to dismiss and release claims asserted in the Litigation, as set forth below.

NOW THEREFORE, in consideration of the promises, covenants, warranties, representations, and conditions contained herein and with the intent to be legally bound, the Parties hereby agree as follows:

1. No Admission of Liability. This Agreement is entered into for purposes of setting forth the terms and scope of the mutual releases of claims as set forth in Section 3 below and providing for the dismissal with prejudice of the Litigation as set forth in Section 2 below, and each Party expressly acknowledges and agrees that the other Parties hereto have not admitted, and by execution or performance of this Agreement do not admit, any liability for claims or counter-claims asserted in the Litigation. Nothing contained in this Agreement shall be construed as an admission by any Party, and the Agreement and its terms are entitled to all applicable evidentiary privileges and immunities concerning settlement discussions and offers of compromise.

2. Dismissal of the Litigation. Pursuant to and consistent with the terms of the Conveyancing Agreement, the Authority and CAM-Carson shall dismiss the Litigation by filing a joint request for dismissal with prejudice of the entire Litigation (as to all parties and all causes of action).

3. Releases.

a. Definitions.

- i. The term "**RES Release Parties**" as used herein shall mean, collectively and severally, RES, and any of its current and former predecessors, successors, direct and indirect subsidiaries, parents, affiliated entities, interest holders, shareholders, venturers, investors, partners, associates, members, managers, employees, advisers, attorneys, officers, directors, and agents,

- ii. The term “**Carson Release Parties**” as used herein shall mean, collectively and severally, the City, the CRA, the Successor Agency, and any of their respective current and former predecessors, successors, direct and indirect subsidiaries, parents, affiliated entities, interest holders, shareholders, venturers, investors, partners, associates, members, managers, employees, officials, advisers, attorneys, officers, directors, and agents,
 - iii. The term “**Claims**” as used herein shall mean all causes of action, suits, losses, liabilities, rights, complaints, grievances, debts, dues, sums of money, accounts, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, controversies, agreements, promises, damages, judgments, executions, penalties, fees, wages, or damages of every kind and nature whatsoever, in law or equity, or arising under the law or regulation of the United States or in any state or locality or otherwise.
- b. Released Claims. As of the Effective Date:
- i. Except as set forth in section 3(b)(iii) below, the RES Release Parties, and each of them, hereby irrevocably release, waive, and forever discharge the Carson Release Parties, and each of them, from all Claims that the RES Release Parties asserted or could have asserted against the Carson Release Parties in the Litigation.
 - ii. Except as set forth in section 3(b)(iii) below, the Carson Release Parties, and each of them, hereby irrevocably release, waive, and forever discharge RES Release Parties, and each of them, from all Claims that the Carson Release Parties asserted or could have asserted against the RES Release Parties in the Litigation.
 - iii. Notwithstanding anything herein to the contrary, nothing in this Agreement shall release:
 - 1. any Party for acts or omissions that occur after the Effective Date;
 - 2. any Claims based on any design defects (including, but not limited to, architectural, structural, or engineering defects) and/or construction defects in connection with the work performed on the Property by or on behalf of the RES Release Parties, including without limitation any subcontractors or design professionals engaged by or on behalf of RES, prior to the Effective Date; provided however that nothing herein shall expand any Parties’ rights against each other beyond the rights granted under the DMA;
 - 3. any Party from its duties and obligations arising under this Agreement; or

4. any Party from its duties and obligations arising under the Settlement Agreement.

- iv. Further, (A) with respect to the Enviro Covered Location Insurance Policy (Site Environmental) issued by Lloyds Syndicates 623/2623 (Beazley) as Policy Number B0901EK1702322000, effective from December 31, 2017 to December 31, 2027 (the “**PLL Policy**”), CRA shall take no action to limit or impair RES’ status as a “CRA Insured” (as defined in the PLL Policy) through and including the expiration of the PLL Policy, and (B) with respect to the Contractor Environmental and Professional Coverage policy issued by Tokio Marine Specialty Insurance Company as Policy Number PPK1590707, effective from December 21, 2016 to December 31, 2022 (the “**CPL/PLI Policy**”), CRA shall take no action to limit or impair RES’ status as a “named insured” (as defined in the CPL/PLI Policy) through and including the expiration of the CPL/PLI Policy.
- v. Waiver of Civil Code Section 1542. The Parties acknowledge that they have been informed of the provisions of California Civil Code section 1542 and, except as set forth in section 3(b)(iii) of this Agreement, expressly agree to waive and relinquish all rights and benefits they may have under California Civil Code section 1542 as to the above released Claims. That section reads as follows: **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

4. Mutual Representations of the Parties.

a. Each Party acknowledges, represents, and warrants that it has sought such independent legal advice as it deems necessary with respect to the advisability of entering into this Agreement and the meaning and effect of all aspects of the Agreement, and executes this Agreement with full knowledge of all rights which that Party may have.

b. Each Party acknowledges, represents, and warrants that it is a sophisticated party and that it has made an independent investigation of the facts pertaining to this Agreement and all of the matters relating thereto as it deems necessary.

c. Each Party acknowledges, represents, and warrants that it enters into this Agreement freely, knowingly and voluntarily, and that the execution and delivery of the Agreement and all required documents is not the result of any fraud, duress, mistake, or undue influence whatsoever.

d. No Party has assigned, transferred, conveyed, or otherwise disposed of any claim released in this Agreement against any other Party, or any direct or indirect interest in any such claim, in whole or in part.

5. No Waiver. No waiver of any breach of a covenant, condition or promise of this Agreement shall be deemed to be a waiver of any other or subsequent breach of a covenant, condition or promise, whether of like or different nature.

6. Integration. All prior discussions and negotiations regarding the dismissal of the Litigation and releases as provided in this Agreement have been and are merged and integrated into, and are superseded by, this Agreement.

7. Written Modifications Only. This Agreement may not be modified in any way whatsoever, except in a writing signed by all Parties.

8. Jointly Drafted. This Agreement shall be deemed negotiated and drafted jointly by the Parties hereto, and shall not be strictly construed for or against any of the Parties hereto, and none of the Parties shall be deemed to be the sole drafter.

9. Severability. The Parties agree that in the event that any provision of this Agreement should be held by a court of competent jurisdiction to be void, voidable, illegal and/or unenforceable in any respect, the remaining provisions shall nevertheless remain in full force and effect.

10. Choice of Law and Forum Selection. This Agreement shall be construed in accordance with, and governed by, the internal laws of the State of California without any reference to its conflict of laws doctrine. Venue and jurisdiction over any judicial action arising out of or in any way relating to this Agreement, shall lie exclusively in the state and federal courts of Los Angeles County, California.

11. Costs, Expenses, and Attorneys' Fees. The Parties agree that they shall bear their own costs, expenses and attorneys' fees relating to the Litigation and the drafting, negotiation, and execution of this Agreement.

12. Recitals. The preamble and Recitals set forth above are incorporated into and form a part of this Agreement.

13. Communications. All written communications that are required or otherwise may be given under this Agreement shall be deemed delivered and given upon delivery or e-mail transmission thereof to the people and addresses shown below:

As to the RES Release Parties:

Stuart Miner

stuart@resolutionsdev.com

Mary Hashem

mary@resolutionsdev.com

RE | Solutions, LLC

As to the Carson Release Parties:

John S. Raymond

jraymond@carson.ca.us

City of Carson, California

701 E. Carson Street

Carson, CA 90745

Telephone: (310) 952-1773

with a copy to:

Sunny K. Soltani, Esq.

1525 Raleigh St, Suite 240
Denver, CO 80204

ssoltani@awattorneys.com
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Telephone: (949) 223-1170

with a copy to:

Keith Bremer

kbremer@bremerwhyte.com

Jonathan Cothran

jcothran@bremerwhyte.com

Bremer Whyte Brown & O'Meara, LLP

20320 S.W. Birch St.

2nd Floor

Newport Beach, CA 92660

From time to time, either Party may substitute a different representative than the persons listed above to receive any notice, request, instruction, or document to be provided under this agreement. The Party shall advise the other Party in writing of a change in that Party's representative.

14. Counterparts. This Agreement may be executed by way of one or more counterparts, each of which shall be deemed an original, but all of which together constitute one agreement among the parties hereto. Each of the Parties hereto agrees that a fax or email transmission of a signature on this document 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 fax or email.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the Parties have approved and executed this Release Agreement on the dates set forth opposite his, her or its respective signatures.

Dated: Oct 28, 2022

RE | Solutions, LLC, a Colorado limited liability company

By: Stuart Miner
Stuart Miner, Member

[signature pages continue on the following page]

Dated: _____, 20__

CARSON RECLAMATION AUTHORITY, a
joint powers authority

By: _____
Name:
Title:

ATTEST:

By: _____
Name: Dr. Khaleah Bradshaw
Title: Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Name: Sunny Soltani
Title: Authority Counsel

[signature pages continue on the following page]

Dated: _____, 20__

CITY OF CARSON, a California Charter City

By: _____
Name:
Title:

ATTEST:

By: _____
Name: Dr. Khaleah Bradshaw
Title: City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Name: Sunny Soltani
Title: City Attorney

[signature pages continue on the following page]

Dated: _____, 20__

**SUCCESSOR AGENCY TO CARSON
REDEVELOIPMENT AGENCY**

By: _____
Name: _____
Title: Executive Director

ATTEST:

By: _____
Name: Dr. Khaleah Bradshaw
Title: _____

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Name: Sunny Soltani
Title: Successor Agency Counsel

Exhibit C-2

Form of CAM-Carson/RES Release

[Attached]

RELEASE AGREEMENT

This Release Agreement (the “Agreement”) is made and entered into as of _____, 2022 (the “Effective Date”), by and between CAM-Carson, LLC, a Delaware limited liability company (“CAM-Carson”), and RE | Solutions, LLC, a Colorado limited liability company (“RES”), to settle and resolve with prejudice certain claims that CAM-Carson has asserted against RES and that RES has or could have asserted against CAM-Carson in the Litigation (as defined below). CAM-Carson and RES may each be referred to herein individually as a “Party” and may be collectively referred to herein as the “Parties.” All capitalized terms used but not defined in this Agreement shall have the same meaning as set forth in the that certain Conveyancing Agreement between the Carson Reclamation Authority (“Authority”) and CAM-Carson, dated as of September 6, 2018, as amended by that certain Second Amendment to Conveyancing Agreement between Authority and CAM-Carson dated [#####] (collectively the “Conveyancing Agreement”).

RECITALS

WHEREAS, CAM-Carson filed a civil action in the Superior Court of California, County of Los Angeles (the “Court”) against RES, the City of Carson (“City”), the Authority, and the Successor Agency to the Carson Redevelopment Authority (“Successor Agency”), captioned *CAM-Carson, LLC v. Carson Reclamation Authority, et. al*, Case No. 20STCV16461, and thereafter Authority filed a cross-complaint therein (the “Action”).

WHEREAS, after the Court dismissed City and Successor Agency from the Action, CAM-Carson timely filed its notice of appeal of the dismissal of the City in the Court of Appeal of the State of California, Second Appellate District, which is pending as Case No. B312729 (together with the Action collectively referred to herein as the “Litigation”).

WHEREAS, CAM-Carson, City and Authority now desire to proceed with the Project under certain terms and conditions set forth in the Conveyancing Agreement and certain related Project Agreements, and end the Litigation.

WHEREAS, each of the Parties enters into this Agreement with the advice and assistance of its respective counsel to dismiss and release claims asserted in the Litigation, as set forth below.

NOW THEREFORE, in consideration of the promises, covenants, warranties, representations, and conditions contained herein, for good and valuable consideration hereunder, and with the intent to be legally bound, the Parties hereby agree as follows:

15. No Admission of Liability. This Agreement is entered into for purposes of setting forth the terms and scope of the mutual releases of claims as set forth in Section 3 below and providing for the dismissal with prejudice of the Litigation as set forth in Section 2 below, and each Party expressly acknowledges and agrees that the other Parties hereto have not admitted, and by execution or performance of this Agreement do not admit, any liability for claims or counter-claims asserted in the Litigation. Nothing contained in this Agreement shall be construed as an admission by any Party, and the Agreement and its terms are entitled to all applicable evidentiary privileges and immunities concerning settlement discussions and offers of compromise.

16. Dismissal of the Litigation. Pursuant to and consistent with the terms of the Conveyancing Agreement, the Authority and CAM-Carson shall dismiss the Litigation by filing a joint request for dismissal with prejudice of the entire Litigation (as to all parties and all causes of action).

17. Releases.

a. Definitions.

- i. The term “RES Release Parties” as used herein shall mean, collectively and severally, RES, and any of its current and former predecessors, successors, direct and indirect subsidiaries, parents, affiliated entities, interest holders, shareholders, venturers, investors, partners, associates, members, managers, employees, advisers, attorneys, officers, directors, agents, and other representatives acting on its behalf or under or in concert with it.
- ii. The term “CAM-Carson Release Parties” as used herein shall mean, collectively and severally, CAM-Carson LLC, and any of its current and former predecessors, successors, direct and indirect subsidiaries, parents, affiliated entities, interest holders, shareholders, venturers, investors, partners, associates, members, managers, employees, advisers, attorneys, officers, directors, agents, and other representatives acting on its behalf or under or in concert with it.
- iii. The term “Claims” as used herein shall mean all causes of action, suits, losses, liabilities, rights, complaints, grievances, debts, dues, sums of money, accounts, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, controversies, agreements, promises, damages, judgments, executions, penalties, fees, wages, or damages of every kind and nature whatsoever, in law or equity, or arising under the law or regulation of the United States or in any state or locality or otherwise.

b. Released Claims. As of the Effective Date:

- i. Except as set forth in section 3(b)(iii) below, the RES Release Parties, and each of them, hereby irrevocably release, waive, and forever discharge the CAM-Carson Release Parties, and each of them, from all Claims that the RES Release Parties asserted or could have asserted against the CAM-Carson Release Parties in the Litigation.
- ii. Except as set forth in section 3(b)(iii) below, the CAM-Carson Release Parties, and each of them, hereby irrevocably release, waive, and forever discharge the RES Release Parties, and each of them, from all Claims that the CAM-Carson Release Parties asserted against the RES Release Parties in the Litigation.

- iii. Notwithstanding anything herein to the contrary, nothing in this Agreement shall release:
 - 1. any Party for acts or omissions that occur after the Effective Date;
 - 2. any Claims based on any design defects (including, but not limited to, architectural, structural, or engineering defects) and/or construction defects in connection with the work performed on the Property by or on behalf of the RES Release Parties, including without limitation any subcontractors or design professionals engaged by or on behalf of RES, prior to the Effective Date;
 - 3. any Party from its duties and obligations arising under this Agreement.
- iv. Waiver of Civil Code Section 1542. The Parties acknowledge that they have been informed of the provisions of California Civil Code section 1542 and, except as set forth in section 3(b)(iii) of this Agreement, expressly agree to waive and relinquish all rights and benefits they may have under California Civil Code section 1542 as to the above released Claims. That section reads as follows: **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

18. Mutual Representations of the Parties.

- a. Each Party acknowledges, represents, and warrants that it has sought such independent legal advice as it deems necessary with respect to the advisability of entering into this Agreement and the meaning and effect of all aspects of the Agreement, and executes this Agreement with full knowledge of all rights which that Party may have.
- b. Each Party acknowledges, represents, and warrants that it is a sophisticated party and that it has made an independent investigation of the facts pertaining to this Agreement and all of the matters relating thereto as it deems necessary.
- c. Each Party acknowledges, represents, and warrants that it enters into this Agreement freely, knowingly and voluntarily, and that the execution and delivery of the Agreement and all required documents is not the result of any fraud, duress, mistake, or undue influence whatsoever.

d. No Party has assigned, transferred, conveyed, or otherwise disposed of any claim released in this Agreement against any other Party, or any direct or indirect interest in any such claim, in whole or in part.

19. No Waiver. No waiver of any breach of a covenant, condition or promise of this Agreement shall be deemed to be a waiver of any other or subsequent breach of a covenant, condition or promise, whether of like or different nature.

20. Integration. All prior discussions and negotiations regarding the dismissal of the Litigation and releases as provided in this Agreement have been and are merged and integrated into, and are superseded by, this Agreement.

21. Written Modifications Only. This Agreement may not be modified in any way whatsoever, except in a writing signed by all Parties.

22. Jointly Drafted. This Agreement shall be deemed negotiated and drafted jointly by the Parties hereto, and shall not be strictly construed for or against any of the Parties hereto, and none of the Parties shall be deemed to be the sole drafter.

23. Severability. The Parties agree that in the event that any provision of this Agreement should be held by a court of competent jurisdiction to be void, voidable, illegal and/or unenforceable in any respect, the remaining provisions shall nevertheless remain in full force and effect.

24. Choice of Law and Forum Selection. This Agreement shall be construed in accordance with, and governed by, the internal laws of the State of California without any reference to its conflict of laws doctrine. Venue and jurisdiction over any judicial action arising out of or in any way relating to this Agreement, shall lie exclusively in the state and federal courts of Los Angeles County, California.

25. Costs, Expenses, and Attorneys' Fees. The Parties agree that they shall bear their own costs, expenses and attorneys' fees relating to the Litigation and the drafting, negotiation, and execution of this Agreement.

26. Recitals. The preamble and Recitals set forth above are incorporated into and form a part of this Agreement.

27. Communications. All written communications that are required or otherwise may be given under this Agreement shall be deemed delivered and given upon delivery or e-mail transmission thereof to the people and addresses shown below:

As to the RES Release Parties:

Stuart Miner

stuart@resolutionsdev.com

Mary Hashem

As to the CAM-Carson Release Parties:

[INSERT]

with a copy to:

mary@resolutionsdev.com
RE | Solutions, LLC
1525 Raleigh St, Suite 240
Denver, CO 80204

with a copy to:

Keith Bremer
kbremer@bremerwhyte.com
Jonathan Cothran
jcothran@bremerwhyte.com
Bremer Whyte Brown & O'Meara, LLP
20320 S.W. Birch St.
2nd Floor
Newport Beach, CA 92660

From time to time, either Party may substitute a different representative than the persons listed above to receive any notice, request, instruction, or document to be provided under this agreement. The Party shall advise the other Party in writing of a change in that Party's representative.

28. Counterparts. This Agreement may be executed by way of one or more counterparts, each of which shall be deemed an original, but all of which together constitute one agreement among the parties hereto. Each of the Parties hereto agrees that a fax or email transmission of a signature on this document 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 fax or email.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the Parties have approved and executed this Release Agreement on the dates set forth opposite his, her or its respective signatures.

Dated: _____, 2022

RE | Solutions, LLC, a Colorado limited liability company

By: _____
Stuart Miner, Member

Dated: _____, 2022

CAM-CARSON LLC, a Delaware limited liability company

By: _____
[●]