

[CRA Letterhead]

November \_\_\_, 2023

**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](mailto:stuart@resolutionsdev.com); [mary@resolutionsdev.com](mailto:mary@resolutionsdev.com)

Re: *Confirmation of agreements between RE Solutions, LLC (“RES”) and the Carson Reclamation Authority (“Authority”, together with RES, collectively, the “Parties”) regarding the Settlement Agreement*

Dear Mr. Miner and Ms. Hashem:

As you are aware, the Parties have entered into that certain Settlement Agreement, dated October 31, 2022 (as previously amended, the “**Settlement Agreement**”). Initially capitalized terms used but not defined herein shall have the meaning set forth in the Settlement Agreement.

This letter agreement memorializes the prior discussions between the Parties regarding the following matters:

(1) Wind Down Term. The Parties agree that the Wind Down Term defined and set forth under Section 2.1 of the Settlement Agreement is extended until March 31, 2024.

(2) Design Management/Coordination. The Parties acknowledge that (a) CAM-Carson continues to conduct its due diligence under the Conveyancing Agreement Amendment, (b) the Authority has issued Notice of Request for Proposal #23-044 (“RFP”) regarding the Authority’s retention of a construction manager to oversee the work required for the construction of Lenardo Drive, Stamps Road, and other public infrastructure to serve the Property (the “Infrastructure Improvements”), and (c) the Authority is in discussions to retain a third party to assume the site management responsibilities for the Property. The Parties further acknowledge that the Authority desires to proceed with design and scheduling work related to the Infrastructure Improvements prior to the selection of the construction manager pursuant to the RFP in order to meet certain target dates related to the CAM Project and/or the project proposed by Carson Goose Owner, LLC (“CGO”) upon Cells 3, 4, and 5 of the Property (the “CGO Project”). Therefore, the Parties hereby agree that Section 2.3(b) of the Settlement Agreement is hereby amended by deleting the first sentence of Section 2.3(b) and replacing it with the following language:

“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(i) (excepting matters related to the operation and maintenance of the Property; preparation of various sitewide

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plans for the Property, and assistance to the Authority regarding the implementation of such sitewide plans for the Property; participating in periodic on-site meetings with the Authority, CAM-Carson, GGO, and their respective contractors and consultants; reviewing and facilitating CGO's submittals to DTSC related to the design of remedial systems; and assisting the Authority as may be reasonably necessary with respect to Authority's provision of information to, and discussions and negotiations with, Governmental Authorities, such as DTSC, CalTrans, SCAQMD, LA County Flood Control District, and SCE), 5.05 (excepting matters solely related to the work/subcontracts listed in Exhibit D, attached hereto, and providing basic assistance to the Authority with respect to the Infrastructure Improvements and the required permits for such improvements), and 6.01."

(2) Approved Project Subcontracts. Exhibit B to the Settlement Agreement is hereby deleted and replaced with the Exhibit B, attached hereto.

(3) Limited Design Management and Coordination. The Settlement Agreement is hereby amended to add a new Exhibit D, which is attached hereto and shall be incorporated within the Settlement Agreement.

Except as amended by this letter agreement, all provisions of the Settlement Agreement shall remain unchanged and in full force and effect. From and after the date of this letter agreement, whenever the term "Agreement" appears in the Settlement Agreement, it shall mean the Agreement, as amended by letter agreement.

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this letter agreement.

This letter agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Delivery of a signed counterpart in electronic form (PDF) by email shall constitute good and sufficient delivery.

By executing this letter agreement on the signature lines below, the Parties hereto each acknowledge and agree to the terms and provisions set forth above.

[SIGNATURE PAGES FOLLOW]

**CARSON RECLAMATION AUTHORITY,**  
a municipal corporation

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Name: John Raymond  
Title: Authority Executive Director

ATTEST:

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By: Dr. Khaleah Bradshaw, Authority Secretary

APPROVED AS TO FORM:

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By: Sunny Soltani, Authority 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](mailto:mstice@sticeblock.com))  
Danny Aleshire, Asst. Counsel for Authority ([danny.aleshire@awattorneys.com](mailto:danny.aleshire@awattorneys.com))

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Exhibit B  
Approved Project Subcontracts  
[JR TO CONFIRM LIST]

1. Current subcontracts with consultants: WSP; Securitas, MBI (for QSP / QSD), MBI (civil), Antieri, Labor Compliance Management and any new contracts or amendments to existing contracts approved by the Authority in writing in furtherance of the work set forth in Exhibit D; and
2. Current subcontracts with vendors – AT&T, Mobil Modular, Vonage, Power Plus, National Construction Rentals, Western Building Maintenance, Orkin Waste Resources, Bill.com, Diamond Environmental Services, Mayfield Environmental Engineering, Oakridge Landscape, Inc., and Securitas Security Services.

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Exhibit D  
Limited Design Management and Coordination  
[JR TO CONFIRM THIS LIST]

1. Infrastructure design portion of the Antieri Contract.
2. MBI - Civil design work for Lenardo Drive;
3. KPFF Structural Engineers: Structural Engineering for Lenardo Drive;
4. Cummings Curley and Associates, Inc.: Landscape design for Lenardo Drive;
5. Cumming Group, to provide pre-construction scheduling for Lenardo Drive; and
6. Coordination with Southern California Edison and the Southern California Gas Company in support of the CAM Project, CGO Project, and the Infrastructure Improvements).