

Curtis B. Toll
Tel 215.988.7804
Fax 215.717.5241
TollC@gtlaw.com

March 19, 2018

VIA EMAIL

John S. Raymond
Executive Director
Carson Reclamation Authority
701 E. Carson Street
Carson, CA 90745

Re: Special Counsel Engagement; Amendment No. 6.

Dear John:

Thank you for agreeing to engage Greenberg Traurig, LLP ("GT" "we" or "us") as your attorneys. This letter amends, modifies and supplements our special counsel engagement letter; Amendment No. 5 dated December 7, 2017. We appreciate the opportunity to provide legal services to Carson Reclamation Authority ("you" or "Client(s)").

1. **Our Agreement.** This letter sets forth the terms and conditions by which our firm will represent you. It, together with our attached Billing Policies, constitutes the retainer and engagement agreement (the "Agreement") between you and GT. This is our only agreement for this engagement.

If this Agreement is acceptable, please sign and return a copy to me at your earliest convenience; the original is for your files. While we request a signed copy of this Agreement for our records, this Agreement will constitute and state the contract between us if and when we begin rendering any services and such services are accepted.

2. **Scope of Engagement:**

a. **The engagement and matter.** Our representation of Client will include only advice and counsel to Client with respect to those matters set forth on Exhibit A attached hereto (the "Scope of Work"). You and we may agree to limit or expand the scope of the Scope of Work, but that will occur and be effective only if agreed in writing by both of us, with a specific mutual understanding as to the nature and scope of any such further services. Further, we or another affiliate of GT and you or one of your affiliates may also agree upon other or further representations by GT. If that occurs, unless otherwise agreed in writing, this Agreement will also apply to and govern such other or further representations.

b. **The client.** The client for this engagement is Client. Because of the proliferation of entities partially or wholly owned or owning other entities, and the confusion and problems this creates vis-à-vis potential ethical and business conflicts of interest, GT does not

and will not regard an affiliate of a client entity (i.e., parent, subsidiary or other entity or other entity partially or wholly owned by or owning it) or a person owing or connected with the client (e.g. officers, director, member, partner, shareholder, owner, employee, etc.) other than the City of Carson, Carson Redevelopment Agency, Carson Finance Authority, Carson Financing Districts Nos. 2012-1 and 2012-2 and Carson Housing Authority as a client of GT for any purpose unless a client-lawyer relationship has been established by an express written understanding as to that matter and that specific entity or person. Similarly, GT will not regard a representation that is adverse to such an affiliate or person as adverse to the client being represented by GT under this Agreement (or any other matter to which it applies). Accordingly, if there is such an affiliate or person that you wish GT to regard as a client for conflict purposes, please specify it or him/her before you and we sign this Agreement; if such entity or person is not expressly accepted by us in writing as a client, it or she will be a client.

c. **Nature of services.** We will provide only legal services in connection with this engagement. We are not providing, and you will not look to GT or rely on GT for, business, investment, insurance, accounting or other such non-legal services, including without limitation advice, decisions, investigation (e.g. as to the character or credit of persons with whom you may be dealing) or other such non-legal services. Further, our acceptance of this engagement and representation of you is not an undertaking or acknowledgment that GT is or will be your general counsel or advisor, or that GT is representing you or will represent you or your interest in any matter other than the Scope of Work or as otherwise described above.

3. **Conflicts.** With the exception to the provisions related to our existing representations with various clients set forth in Section 4 below, this Agreement confirms:

GT has no present or contemplated employment which is adverse to the Client. GT agrees that it shall not represent clients in matters either litigation or non-litigation against the Client. GT will disclose the undertaking of this representation to such parties as required by the Rules of Professional Responsibility.

Subject to the terms of Section 4 below with respect to the prior representation of Carson Holdings, LLC, GT may have past and present clients or may have future clients, which, from time to time, may have interests adverse to Client, and GT shall have the right to represent such clients in matters not connected with its representation of Client. If, however, a conflict of interest arises in GT's representation of another client and GT's representation of Client in the Scope of Work, GT shall seek waivers from each client with regards to such representation or shall withdraw from representing either client in the matter adverse to Client.

It is understood and agreed to that GT's representation is for the Scope of Work and the specific purposes set forth in Section 2 above. The parties are informed and believe that no actual conflict(s) of interests exists as of the time of executing this Agreement. The parties have thereby waived any conflict(s) of interests. If actual conflict(s) of interest later arise, including without limitation, in connection with GT's engagement for Carson Holdings, LLC, this

Agreement shall be terminated and GT and Client agree that GT may continue to represent its existing clients other than Client.

4. **Representation of Carson Holdings.** Tetra Tech, Inc. and Carson Holdings, LLC. We were previously retained to represent Carson Holdings, LLC ("Carson Holdings") with respect to insurance matters, including the Scope of Work.

a. **No conflict.** Based on the facts currently known to us, we see no actual conflict between you and Carson Holdings with respect to the Scope of Work and have determined that we can adequately represent the interests of each client provided that, as we have been advised, each client has knowingly consented.

[i] While we see no current conflict in your respective positions, your interest may diverge in the course of the representation or facts may come to light suggesting an actual or potential conflict between you with respect to the matters in controversy. If that occurs, we will bring the actual or potential conflict to your attention; and we ask that you do the same if you become aware of facts or circumstances that suggest that to you. If such occurs, we will discuss the conflict or potential conflict with you as well as whether a waiver of the conflict may be possible to allow us to continue the representation. If the circumstances do not permit such a waiver or if you are unwilling to give such a waiver, we will be compelled to terminate the representation of Client.

[ii] You previously consented to GT's prior representation of Carson Holdings with respect to the Scope of Work. GT no longer represents Carson Holdings with respect to the Scope of Work and Carson Holdings has consented to our ongoing representation of Client in this regard.

[iii] During the course of our representation, we will send invoices for our fees and expenses to Client. Client shall be responsible for payment for any fees or expenses associated with work that is the subject of this Agreement. GT will provide task budgets and periodic updates of the same to Client upon request.

[iv] GT has in the past and continues to represent Tetra Tech, Inc. ("Tetra Tech") in matters unrelated to the Scope of Work. GT will not be adverse to Tetra Tech in any dispute resolution proceeding or litigation between the Client, Carson Holdings or the, JPA, respectively, and Tetra Tech. In the event such a dispute arises, GT will continue to represent Client with respect to the Scope of Work.

[v] GT has in the past represented Carson Marketplace, LLC ("Carson Marketplace") in connection with the Scope of Work. GT retains the right to represent Carson Marketplace in the future with respect to the AIG Policy and other pollution liability policies on which Carson Marketplace is a Named Insured and Client hereby consents to such representation.

5. **Staffing.** I will be the attorney principally responsible in and for this engagement. At present, we expect to include and enlist the assistance of other lawyers, generally associates and paralegals. That may change and additional or different attorneys and paralegals may participate or replace others in this engagement, depending on the circumstances during the engagement, as to the Scope of Work.

If there are changes in staffing, you will be advised; and, of course, if you wish different persons to be involved, we will discuss that with you to attempt to assure that you are satisfied with the staffing.

6. **Fees and Expenses.** Solely for the purpose of this Amendment No. 5, the compensation schedule is included in Exhibit A, Scope of Work. All other rates for my time or GT services are included in Exhibit A of Amendment No. 3, which pertains to legal project management work.

7. **Termination of Representation.** Subject to any limitations imposed by court or the applicable Ethics Rules, GT or you may terminate this engagement and our representation at will. That includes without limitation termination pursuant to and in accordance with the attached Billing Policies.

Otherwise, our engagement and attorney client relationship will terminate automatically upon the completion of our services for the Scope of Work.

8. **Miscellaneous:**

a. **Binding effect.** This Agreement is personal to us and is not assignable by either of us without the written consent of the other.

b. **Modification.** This Agreement may not be changed, amended, or otherwise modified, in whole or in part, except by a writing executed by all parties to this Agreement. No unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by either GT, you or anyone else), whether inconsistent with any provision of the Agreement or otherwise, will be effective or binding or will otherwise suffice to modify or add to this Agreement unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound by or otherwise affected by it.

c. **No waiver.** No waiver of any of the provisions of this Agreement (including without limitation the Billing Policies) will be effective or binding unless made in writing and signed by whoever is claimed to have given the waiver.

d. **Partial invalidity.** If any provision of this Agreement is found to be unenforceable, invalid, or illegal, it shall be interpreted in such manner as to be enforceable, valid and legal to the maximum extent possible to fulfill the intent of such provision. The

validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity or unenforceability of any provision.

e. **Entire agreement, etc.** This Agreement contains and sets forth the entire agreement between us, and supersedes any and all prior or other agreements or understandings (written and oral) that may exist or have existed as to this engagement and the Scope of Work. Neither of us has relied on any representation, warranty or other statement or promise concerning this engagement and the Scope of Work which is not stated in this writing.

f. **Governing law, etc.** This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Los Angeles County.

g. **Headings.** The headings on paragraphs and subparagraphs of this Agreement are for convenience only, and shall have no effect other for convenience of reference.

h. **Effectiveness and execution.** Except for those provisions expressly calling for execution or as may be required by law or ethical rules, this Agreement will become effective and govern this engagement and our relationship as to it and the Scope of Work, whether or not it is executed, upon our rendering of any services for you as to the Scope of Work.

Nevertheless, we do ask that you execute and return this Agreement for our records, and that you also keep it in and for your records. In that regard, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same instrument. Electronic, PDF and facsimile signatures shall be as effective as original ink signatures.

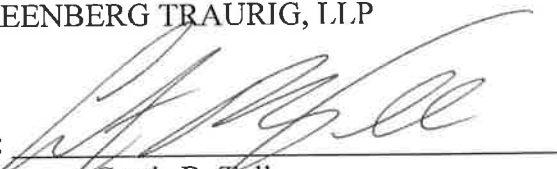
i. **Errors and Omissions Insurance.** The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that GT does maintain such insurance coverage.

j. **Indemnification.** GT agrees to indemnify Client, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of the work, operations or activities of GT, its agents or employees, which claims arise from the acts or omissions of GT in the performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arises from the negligence or willful misconduct of Client, its officers, agents or employees.

If the foregoing accurately states our Agreement, please countersign and return a copy of this letter with your retainer payment to so indicate and confirm your assent to its terms. For your convenience, we have enclosed a self-addressed, stamped envelope.

Very truly yours,

GREENBERG TRAURIG, L.L.P.

By: 

Curtis B. Toll

**ACCEPTED AND AGREED WITH
CONSENTS AND WAIVERS GRANTED:**

CARSON RECLAMATION AUTHORITY

By: _____

Albert Robles, Mayor

Dated: _____

By: _____

John Raymond, Executive Director

Dated: _____

REVIEWED AND APPROVED BY:

ALESHIRE & WYNDER, LLP

By: _____

Sunny Soltani, Esq.

Dated: _____

Enclosure

BILLING POLICIES

Introduction

We look forward to doing business with you. This document outlines our standard billing practices.

Fees

Our fees are based on the time required to handle the matter at our normal individual lawyer/paralegal hourly rates. The rates of our lawyers and paralegals are subject to change. Any new rates would be implemented immediately after they are adopted and would apply to services rendered after the effective date thereof.

Whenever appropriate and consistent with the proper representation of our clients, we may use paralegals, junior attorneys, contract attorneys and staff members in order to minimize the impact of the hourly rates of the more senior attorneys. We believe the utilization of junior attorneys, paralegals or staff members, in consultation with and under supervision of more experienced attorneys in the Firm as appropriate, may enable us to maintain economically and efficiently the high quality of our legal representation, while permitting us to both avoid sacrificing the quality of our work for lower fees and to avoid assigning senior attorneys tasks which can be performed efficiently by junior attorneys, paralegals or other staff members.

We will charge for all time spent representing your interests, including, by way of example, telephone and office conferences with you or your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any), and others; conferences among our legal and paralegal personnel; participation in discovery; factual investigation; legal research; responding to your requests for us to provide you or your representatives with additional information; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; preparation of letters, pleadings, and other documents; and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and travel (both local and out of town). Hourly charges will not be applied to time spent on out-of-town travel. No first-class travel will be billed to Client.

Costs and Expenses

We have established prevailing rates for all charges that will be incurred during the course of this representation. We believe that rates charged are competitive with charges established by comparable law firms. You will be responsible for all reasonable charges that we incur in the course of this representation and will be responsible for reimbursing us for any actual costs advanced on your behalf. Greenberg is committed to remaining at the cutting edge of modern computer and communications technology so as to provide our clients with optimum competitive advantage and technological efficiencies. Our charges include, but are not limited to reasonable travel (not first-class), copying, facsimile charges, messenger services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable.

Expenses of Outside Contractors

Generally, expenses of outside contractors, such as court reporters, surveyors, title companies, will be directly billed or directed to the client pursuant to retainers in which payment and indemnification terms remain strictly between the client and the vendor. Greenberg Traurig will not be responsible for payment of such services. It is important to note that the prompt payment of these charges to outside contractors is essential to be able to provide timely and efficient service to you in the future, with the assistance of such contractors. If desired, with sufficient expense deposits in advance, we will directly pay the outside contractors. The amount of the retainer and deposit may be increased as circumstances require (for example, at the time of trial), but in any event will be applied to the payment of our final bill or refunded, as applicable.

Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to the matter. At your option, the invoice will be either generalized or detailed. The generalized invoice will indicate total fees due for legal work accomplished and the total costs charged to the file. In the alternative, the invoice will have a detailed backup sheet showing the attorney that worked on the matter; the work performed; the time spent on the task; and, the total fee amount due.

Payment of Invoices

We will bill our time charges on a monthly basis. Each invoice is payable upon receipt. Any unpaid balance not paid within forty-five (45) days of the billing date may be cause for postponement by GT of ongoing services. In the event we receive a payment from a client at a time when more than one invoice is outstanding on any one or more matters for that client, we will apply that payment to any such invoice(s), unless the payment is accompanied by the remittance copy of the invoice(s) being paid or by some other written indication from the client directing how the payment is to be applied. It is the policy of the Firm to discontinue representation, in a manner in accordance with applicable Rules of Professional Responsibility, for any client whose account is more than ninety (90) days in arrears, unless special arrangements in writing are approved by Greenberg's Chief Executive Officer. Individual attorneys are not authorized to make such arrangements or to waive this policy.

Retainers

For certain types of matters, our policy is to require that our clients provide us with an initial fee retainer and expense deposit. The exact amount of this retainer and deposit will be agreed to by the client and the billing attorney. Unless other arrangements are made, the retainer for legal fees and expenses will be held throughout the engagement and will be applied against payment of the last invoice on the matter or refunded if the account is up to date. The cost and expense deposit will be retained in our trust account, with interest on that account to be paid in accordance with governing law or, if this matter is subject to special requirements of another State, those requirements.

Different Billing Arrangements

Individual billing arrangements that differ from these general policies will be discussed and agreed to between the client and the billing attorney and will be set forth in a retention letter.

Mutual Right to Terminate Relationship

Of course, every client has the right to terminate our representation at any time for any reason. We have the same right upon giving the client reasonable notice so that suitable arrangements can be made by the client to obtain alternative representation, in accordance with the applicable Rules of Professional Responsibility. Among the reasons for which we may terminate representation are: (1) nonpayment of our fees, charges or costs; (2) the client's failure or refusal to be forthright, cooperative or supportive of our efforts; (3) the client's misrepresentation of, or failure or refusal to disclose material facts; (4) the client's failure or refusal to accept our advice; (5) discovery of a conflict with another client of Greenberg, or (6) any other reason permitted or required under applicable Rules of Professional Responsibility.

Subject to any limitations imposed by a court, Greenberg or you may terminate Greenberg's representation upon ten (10) days' written notice. Following termination, we will continue to provide representation in the matter for a reasonable time, at your request, until arrangements can be made for alternate representation. However, our services will consist of only those necessary to protect your interests and prevent prejudice. Moreover, if substitute counsel have not been located within ten (10) days of the termination of the representation, you nonetheless agree that appropriate papers allowing Greenberg to withdraw may be filed. We will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of our withdrawal.

Official Inquiries

It is possible that because we have been appointed in a matter, or because we have received documents or information in the course of, or in connection with, a matter, we may be required in the future to participate in an inquiry, commission or proceedings arising out of, or in connection with, the matter. This may, for example, involve us producing documents, seeking to claim or defend your privilege to resist inspection or disclosure of certain documents or information or giving evidence at an inquiry. We will seek your instructions if these circumstances arise, but you agree to reimburse us for out-of-pocket expenses and for the time we spend at hourly rates then current.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.

GREENBERG TRAURIG, LLP
Scope of Work for Carson Reclamation Authority
May 1, 2017 to April 30, 2018

I. Financial Assurance Replacement/CFD Updates.

A. Scope of Work (30 hours):

1. Work with CRA staff, RES and SCS to revise Enterprise Fund Administration Agreement and new financial assurance mechanism to provide greater flexibility for use of remedial construction funds in "O&M Subaccount."
2. Work with prospective master developers to document flow of funds into CFD-1 and loan structure for repayment of CRA advances; documentation of CRA advances and loans.
3. Negotiate and document amendments to Enterprise Fund Administration Agreement with CRA representatives and DTSC.

B. Timing: 3-4 months.

C. 30 hours: \$18,450.

II. Placement of Key Development Insurance Programs.

A. Scope of Work:

1. Assist in negotiation, structuring and documenting insurance programs for transaction with Macerich, other selected developers regarding insurance provisions, allocation of environmental liabilities, Tetra Tech release, installation of remedial systems and allocation of costs for OCIP and Development PLL and related matters. (40 hours).
2. Negotiation of terms and underwriting of OCIP, OPPI, Development PLL, master builder's risk program for environmental work and allocation of costs for various master developer program; underwriting and manuscripting of coverage to support wrap program terms for GL and builder's risk programs with Macerich. Negotiation and manuscripting of primary pollution programs for transition to Development Period, with particular emphasis on OPPI coverage and risk mitigation strategies for pile design and foundation systems. Negotiation and structuring of CRA surety program (sequential bonding, SDI) for contract implementation during development period and integration with pollution and wrap insurance programs. (125 hours).

3. Support for contracting with RES vendors regarding insurance, risk mitigation, surety programs and contract administration. (50 hours).
 4. Engagement with JLT, Macerich, other selected developers and key insurance, reinsurance and excess markets for Development PLL, Development CPL/PLI, OCIP and BR master programs and new OPPI program, and associated administration documents. Support drafting of development contracts with new selected master developers regarding risk management, surety and indemnification issues. (200 hours).
- B. Timing: 4 months.
- C. 415 hours; 60% associate time anticipated. \$195,465.
- III. Insurance and Risk Management Support for RES Contract for Horizontal Master Developer Role.
- A. Together with the City Attorney, structure, negotiate and document appropriate agreements between RES and infrastructure general contractor, environmental contractor, O&M contractor. Manage risk management provisions and insurance aspects of various contracts and integration with the CRA's insurance program underwriting.
 - B. Support CRA/RES negotiations with other master developers with respect to risk management and indemnification attributes of the program, including surety elements of contracts and claims administration for wrap-up programs.
 - C. Timing: 3-4 months.
 - D. 225 hours (150 hours assumed for CBT; remainder as associate time); \$120,375.
- IV. New Regulatory Agreements.
- A. Select and negotiate new regulatory document structure for Phased Development Plan implementation, as needed to correct deficiencies in current regulatory documents, support new insurance programs and provide guidance to support site-wide remedial construction efforts.
 - B. Negotiate, draft and document new regulatory documents with DTSC and RES/CRA, including Environmental Covenant, Institutional Control Plan and Environmental CCRs. Coordinate with insurers for PLL and CPL/PLI and with vertical master developers
 - C. Timing: 2 months.

D. 40 hours; \$21,000 at blended rate.

V. Excess April Time and Expenses on Insurance Program (PLL, CPL/PLI binders) and OPPI and TRC matters -- \$25,000.

- Travel Cost Estimate for travel to CA for DTSC meetings and related matters (\$12,000). No travel time billed as per engagement letter; only out-of-pocket costs in accordance with terms of engagement letter.
- Curt Toll's hourly rate will increase to \$615 on January 1, 2018. Giuliano Apadula will bill at \$375 per hour. All other GT timekeepers, if any, will bill at a 10% discount from rack rates. Rates will remain constant through January 1, 2019.

TOTAL AUTHORIZATION: \$392,290.