

**THIRD AMENDMENT TO CARSON REDEVELOPMENT AGENCY
CONSULTANT SERVICES AGREEMENT
[Federal Representation Services]**

This Third Amendment to that certain Consultant Services Agreement, dated as of December 8, 2008 ("Third Amendment"), is made and entered into this 7th day of September, 2010, by and between the Carson Redevelopment Agency, a public body corporate & politic and a political subdivision of the State of California, ("Agency"), and CJ Strategies, LLC, a Federal Affairs Consultant ("Consultant").

WHEREAS, the Agency and Consultant previously entered into that certain "**Consultant Services Agreement for Federal Representation Services**" dated as of December 8, 2008; extended the same on April 7, 2009, by that certain First Amendment to the "**Consultant Services Agreement for Federal Representation Services,**" and, extended the same on September 1, 2009 by that certain Second Amendment to "**Consultant Services Agreement for Federal Representation Services**" ("Agreement").

WHEREAS, the Agency desires to continue the services of Consultant beyond the term of such Agreement, as amended, in order to perform additional services within the scope of services defined in such Agreement, as amended.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Section 2.1 of the Agreement, and Exhibit "C" thereto, are hereby amended to read, in their entirety, as follows and as attached as Exhibit "C":

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, as amended, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Two hundred twelve thousand and five hundred dollars (\$212,500) ("Contract Sum")."

Section 2. Section 5.1 of the Agreement is amended to read, in its entirety, as follows:

"5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until October 31, 2011."

Section 3. Section 5.1.1 is hereby added to read:

5.1.1 Extended Term. The Agency, in its sole and unfettered discretion, shall have the right, but not the obligation, to extend the term of this Agreement, as amended, for one (1) additional year by giving written notice of its intent to do so not later than thirty (30) calendar days prior to the expiration the term of the Agreement, as amended.

Section 4. Except as expressly amended by this Third Amendment, all other terms, conditions, and obligations of the Agreement, as amended, shall remain in full force and effect.