

ATLANTIC YARDS

VENTURE, LLC



December 13, 2019

VIA EMAIL AND FEDERAL EXPRESS

Kasirer LLC

321 Broadway, Suite 201

New York, NY 10007

Attn: Suri Kasirer

Re: Pacific Park Brooklyn Site 5 Project – Lobbying Services

Dear Ms. Kasirer:

Reference is made to that certain letter agreement between Atlantic Yards Venture, LLC ("Owner") and Kasirer LLC ("Consultant"), dated January 3, 2019 (the "Agreement").

Owner and Consultant hereby agree to extend the term of the Agreement to December 31, 2020. Except otherwise set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

ATLANTIC YARDS VENTURE, LLC
d/b/a Greenland Forest City Partners

By: _____

Gang Hu
Authorized Signatory

ACCEPTED AND AGREED:

KASIRER LLC

By: _____

Name: Suri Kasirer
Title: President.

ATLANTIC YARDS
VENTURE, LLC



January 3, 2019

VIA EMAIL AND FEDERAL EXPRESS

Kasirer LLC
321 Broadway, Suite 201
New York, NY 10007
Attn: Suri Kasirer

Re: Pacific Park Brooklyn Site 5 Project – Lobbying Services

Dear Ms. Kasirer:

This letter constitutes the agreement between Atlantic Yards Venture, LLC ("Owner") and Kasirer LLC ("Consultant"), under which Consultant will provide lobbying services for the Pacific Park Brooklyn Site 5 Project (the "Project"), a planned tower to be located at the intersection of Atlantic Avenue and Sixth Avenue in Brooklyn, New York.

A) **The Services.** The scope of the services Consultant is obligated to perform under this Agreement (the "Services") is set forth more fully in the Consultant's proposal attached hereto as **Exhibit A**. Consultant must provide all labor, equipment and other work necessary to complete the Services, whether expressly stated in this Agreement or reasonably implied herein as necessary to fully perform the Services.

B) Compensation for Services.

1) **Consultant's Fee.** Owner shall pay Consultant for Services performed in accordance with this Agreement the monthly fee of **Four Thousand Dollars (\$4,000.00)** (the "Fee"). The Fee includes applicable sales and other taxes, insurance, overhead and profit, employee payroll and fringe benefits, administrative, insurance and other costs incurred in the performance of the Services, except Reimbursable Expenses (defined below).

2) Owner shall reimburse Consultant for the following expenses incurred in the performance of the Services of this Agreement: (i) cost of transportation to the Project site or meetings; (ii) plotting, printing and reproduction of drawings and other documents; (iii) messenger and overnight delivery services; and (iv) other expenses approved in advance by Owner in writing; (items "i" through "iv" collectively, the "Reimbursable Expenses"). Consultant is entitled to reimbursement at 100% of the Reimbursable Expenses incurred (without mark-up), subject to a limit of **Four Hundred Dollars (\$400.00)** that Consultant may not exceed without Owner's prior, written approval.

3) **Additional Services.** Consultant must not perform any services beyond the scope of this Agreement or for which Consultant otherwise expects payment beyond the Fee ("Additional Services") without first notifying Owner that such services are additional scope and securing Owner's prior, written approval by change order as to the scope of and price for such services. Owner may reject any request for payment for Additional Services performed without Owner's prior, written approval, which approval is a condition precedent to Consultant's right to recover payment for Additional Services.

4) Invoices. Consultant shall submit monthly invoices on the last business day of each month. Invoices shall be on AIA G702/703 or other Owner-approved forms, separately itemizing the Fee and Additional Services. If requested by Owner, invoices shall be supported by reasonable backup documentation acceptable to Owner such as, but not limited to, receipts, bills, or time-sheets, and a mechanic's lien waiver in form and substance acceptable to Owner. Owner shall pay the approved invoice within forty-five (45) days after receipt.

5) Registration. It is understood that Consultant, to the extent necessary under the laws of the State of New York or provisions of New York City Administrative Code or other applicable laws, rules, regulations or ordinances, will register as a lobbyist and be responsible for compliance with any and all such laws, rules, regulations or ordinances regarding compliance with any lobbying activities. It is understood further that no results are predicated or guaranteed with respect to the representation undertaken pursuant to this Agreement. No representations have been made regarding the ability of the firm or any consultant to effect any particular action or result.

C) Term. The term of this Agreement (the "Term") shall commence, and all of its terms shall be in full force and effect, on January 1, 2019. The Term of this Agreement shall end on December 31, 2019, or, if this Agreement is earlier terminated by Owner, on the date of termination, whichever is sooner.

D) Time for Performance. Consultant shall commence the Services on January 1, 2019, and shall complete the Services by December 31, 2019, unless the time for performance is extended by Owner in writing.

E) Exhibits. This Agreement includes the annexed *Standard Terms and Conditions* and the following Exhibits, all of which together constitute the Agreement:

- 1) Exhibit A – The Scope of Services


[Balance of Page Intentionally Left Blank; Signature Page Follows]

Kasirer LLC
January 3, 2019
P. 3

If the terms of this letter agreement are acceptable to Kasirer LLC, please execute in the space indicated below. This Agreement may be executed by electronically transmitted signatures and in one or more counterparts, each of which will be deemed an original and, taken together, shall constitute one and the same instrument.

ATLANTIC YARDS VENTURE, LLC
d/b/a Greenland Forest City Partners

By: _____


Gang Hu
Authorized Signatory

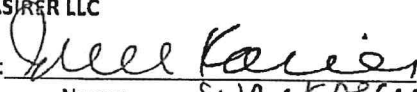
ACCEPTED AND AGREED:

KASIRER LLC

By: _____

Name: _____

Title: _____


Name: SUN KASON
Title: President

STANDARD TERMS AND CONDITIONS

- 1) **Independent Contractor.** The relationship of Consultant to Owner shall be that of an independent contractor, not an agent or employee. Nothing in this Agreement shall create, or confer the authority on Consultant to create, any contractual or other legal obligation owed by Owner to any third party.
- 2) **Compliance With Laws.** Consultant represents it is legally authorized to perform the Services, and will at all times perform this Agreement in compliance with applicable federal, state and local laws, regulations and ordinances.
- 3) **Standard of Care.** Consultant warrants that its Services will be performed in accordance with the standard of care applicable to other consulting firms performing the same or similar services on projects of similar scope in the New York City Metropolitan region. All Work Product furnished by Consultant shall be suitable for its intended purpose and based upon Consultant's best professional judgment.
- 4) **Work Continuation.** In the event of a bona fide dispute, controversy or question between the Owner and the Consultant with respect to Consultant's compensation or any other term of this Agreement, Consultant shall continue to perform its obligations under this Agreement without interruption or delay, and expressly agrees not to directly or indirectly stop or delay the performance of its Services. Notwithstanding any such dispute, Owner shall pay Consultant in accordance with this Agreement for all items not subject to such bona fide dispute.
- 5) **Suspension and Termination.** Owner may suspend or terminate this Agreement or all or any portion of the Services for any reason whatsoever, including its own convenience. If Owner terminates this Agreement, Owner will pay Consultant for Services properly performed and Reimbursable Expenses incurred in accordance with this Agreement, up to and including the effective date of such termination, and Consultant shall deliver to Owner all Work Product prepared for the Project. In no event will Consultant be entitled to recover anticipated profits or other consequential damages on account of Services unperformed because of a termination.
- 6) **Work Product.** All drawings, specifications, electronic documents (including, but not limited to, CADD files and building information models), engineering calculations, budgets, reports, recommendations, or other materials created, furnished or used by Consultant or its consultants in the performance of their obligations under this Agreement ("Work Product") are works for hire, for which Owner holds all copyrights and other rights of ownership. Notwithstanding the foregoing, if the Work Product, or any part thereof, is determined not to be work made for hire, whether by a court of competent jurisdiction or otherwise, then Consultant hereby irrevocably, absolutely and unconditionally assigns to Owner: (1) all of its right, title and interest in and to the Work Product, or portions thereof (whether arising under copyright law, trademark law, or otherwise), including to the extent applicable, but not limited to, the exclusive rights enumerated in 17 U.S.C. §106, and all extensions and renewals thereof, and any and all goodwill associated therewith; and (2) all moral rights with respect to the Work Product, including but not limited to any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications relating to the Work Product. However, Consultant's standard drawings, details, documents, means and methods, processes and specifications that pre-existed the Services ("Consultant's Standards"), except to the extent modified or improved during, and in connection with, the performance of the Services, shall be excluded from the ownership, copyrights and other rights conveyed to Owner under the preceding portions of this paragraph, but Owner shall have a non-exclusive, irrevocable, worldwide, royalty-free license to use such Consultant's Standards for and in connection with the Project. Consultant represents that it has secured from its employees and all others rendering the Services on behalf of Consultant any rights such employees or others may have as individuals to the Work Product (or any component thereof), as required for Consultant to comply with the requirements of this Section. No dispute regarding the amount of any payment to be made by Owner under this Agreement shall restrict, diminish, or limit the rights of Owner under this paragraph.
- 7) **Entire Agreement.** This is the entire and integrated Agreement between the parties, and it supersedes any prior representations, negotiations, promises, or agreements between the parties, whether written or oral, with respect to the subject matter of this Agreement.
- 8) **No Waiver or Modification.** No waiver, modification or amendment of any term, condition or provision of this Agreement is valid or of any force or effect unless made in writing and signed by the parties hereto, and specifying with particularity the nature and extent of such waiver, modification or amendment. The signing of such writings in any instance or instances is in no event a general waiver, abandonment, modification or amendment of any of the terms, conditions or provisions of this Agreement, but the same is strictly limited and restricted to the extent and occasion specified in such writing or writings.
- 9) **Owner's Financing.** Consultant acknowledges that Owner intends to secure financing for the construction of the Project from a bank or other source of commercial financing ("Lender"). If requested by Owner, Consultant shall execute: (i) a "will-serve" letter in a format acceptable to the Lender stating, among other things, that Consultant will continue to perform under this Agreement if Lender takes assignment of it from Owner; and (ii) a certification to the Lender that any Work Product prepared by Consultant complies with applicable laws. Consultant shall comply with all reasonable requests of the Lender, including (without limitation) any request to amend this Agreement, provided such amendment

does not materially, adversely affect Consultant's rights and obligations hereunder.

10) Assignment. Consultant shall not assign or transfer this Agreement or any Interest herein, including any money due or to become due under this Agreement, without Owner's prior, written consent. Owner may assign this Agreement to any other entity or entities, and Consultant shall perform its obligations under this Agreement for such assignee, provided that the assignee complies with Owner's obligations under this Agreement.

11) Governing Law. This Agreement, and any dispute, controversy or claim that may arise in connection with it, is governed by the statutory and common law of the State of New York, without regard to any conflicts of laws rules that would result in the application of another state's laws. Consultant irrevocably consents to the jurisdiction of the courts located in the State of New York, City of New York, for all purposes in connection with any action or proceeding which arises from or relates to this Agreement, and waives any inconvenient forum grounds to challenge such jurisdiction. Consultant also waives its right to a trial by jury.

12) Confidentiality. Owner considers all information pertaining to the Work or the Project to be confidential and proprietary unless otherwise stated to Consultant in writing. Consultant shall not disclose any such information without Owner's prior written consent, including any information which is prepared or developed by or through Consultant. If Consultant believes it is required to disclose confidential information to comply with applicable law or the orders of governmental entities, it shall immediately notify Owner in writing and permit it to make the disclosure or seek a protective order to prevent or reduce such disclosure. Consultant hereby agrees not to use the name of the Project, or any variation thereof, or other logos used by Owner, in connection with any of Consultant's business promotion activities or operations without Owner's prior written approval.

13) Indemnity. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Owner, the entities identified in paragraph Error! Reference source not found. below, and their members, affiliates, employees or officers ("Indemnitees") from and against any and all actions, liabilities, claims, losses, costs, injuries, damages and expenses, including reasonable attorneys' fees, that may be incurred by Indemnitees as a result of the negligent acts or omissions or willful misconduct of Consultant, its subconsultants, or those for which it is legally liable, in connection with the Services. This indemnity obligation applies notwithstanding any contrary provision of Workers' Compensation Law §11 limiting the indemnity obligations of employers, which provisions are hereby waived.

14) Insurance.

A) Consultant represents that it has, and will maintain throughout the duration of the Services (and as otherwise provided below), the following insurance coverage with the stated limits of liability: (i) *Commercial General Liability ("CGL")* insurance with limits of liability of not less than **\$1,000,000** per occurrence, which limits may be met through a combination of primary and excess policies; (ii) *Workers Compensation* insurance in compliance with New York State law; and (iii) If an automobile is used in the performance of the Services, *Business Automobile Liability* insurance, with limits of not less than **\$1,000,000** per accident. Consultant's CGL and automobile insurance shall be primary and non-contributory with regard to any insurance available to Owner, and shall list the following as additional insured, using a combination of Insurance Services Office forms CG 20 10 and 20 37 (for ongoing and completed operations):

- (a) Atlantic Yards Venture, LLC, along with their members, affiliates and subsidiaries;
- (b) Greenland Atlantic Yards LLC, along with their members, affiliates and subsidiaries;
- (c) Greenland US Commercial Holding, Inc., along with their members, shareholders, affiliates and subsidiaries;
- (d) Greenland US Holding, Inc., along with their members, shareholders, affiliates and subsidiaries;
- (e) FC Atlantic Yards, LLC;
- (f) Forest City Realty Trust, Inc., its affiliates and subsidiaries;
- (g) Forest City Ratner Companies, LLC, its members, affiliates and subsidiaries;
- (h) Antlia Holdings LLC;
- (i) Antlia Merger Sub Inc.;
- (j) Brookfield Asset Management Inc.;
- (k) The City of New York;
- (l) New York State Urban Development Corp. d/b/a Empire State Development Corp.;
- (m) New York City Economic Development Corp.;
- (n) Metropolitan Transportation Authority, its affiliates and subsidiaries;
- (o) The Long Island Rail Road Company;
- (p) New York City Transit Authority;
- (q) The State of New York;
- (r) And such other entities as Owner may identify as having an insurable interest in the Project.

B) Owner's Right to Purchase. If Consultant fails to purchase and maintain, or fails to require to be purchased and maintained, the liability insurance specified in this Agreement, Owner may (but shall not be obligated to) purchase such insurance on the Consultant's behalf and shall be entitled to be repaid by the Consultant for any premiums paid for such insurance.

15) Limitations Period. No action, claim or dispute arising out of or relating to this Agreement (except for contribution

or common-law indemnity from claims by third parties for personal injury or property damage, where available at law) shall be maintained by Consultant against Owner unless such action is commenced no later than one (1) year after the completion of Consultant's Services or, in the event of an earlier termination of this Agreement, no later than 1 year after the date of such termination.

16) Notices. Every notice, demand or written approval that either party is required under this Agreement to give in writing shall be delivered by hand, overnight delivery service, or certified mail, return-receipt requested and postage prepaid, as follows:

A) If to Owner:

- i) Pacific Park Development, LLC
c/o Greenland Forest City Partners
1 MetroTech Center, 18th Floor
Brooklyn, New York 11201
Attn: Gang Hu

with a copy to General Counsel at the same address.

B) If to Consultant: at the address set forth on the first page of this Agreement.

C) Notices will be considered received on: (1) the date of delivery, if by hand; (2) the first business day after deposit with an overnight delivery service, if by overnight delivery service during business hours; or (3) three business days after deposit in a receptacle maintained by the United States Postal Service, if by certified mail.

D) Either party may change the address or addresses to which notice must be delivered under this Agreement, by giving notice in accordance with this Section 16).

17) Final Payment. The acceptance by the Consultant of final payment upon the completion of its Services under this Agreement, or of any final payment due upon any earlier termination of this Agreement, shall constitute a full and complete release of Owner from any known claims, demands and causes of action of any nature whatsoever that the Consultant may have against Owner in connection with this Agreement. The making of partial payments or of any such final payment by Owner to Consultant shall not constitute an acceptance of the Services and/or Work Product of Consultant or a release of Consultant from any claims, demands or causes of action that Owner may then or at any time thereafter, have against Consultant.

18) Severability. To the extent any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable under New York Law, such term or provision shall be deemed severed

from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

19) Neutral Interpretation. Both parties to this Agreement have had the opportunity to consult with legal counsel and negotiate the terms and conditions set forth herein. Any ambiguity in this Agreement must not be construed more strictly against either party on the grounds that it was the drafter.

20) Captions and Titles. Captions and titles of different articles, sections and paragraphs of this Agreement are solely to assist with the location of terms of this Agreement, and are not to be construed as parts, provisions or interpretations of this Agreement.

21) Survival. Executory terms and conditions that do not expressly expire with the term of this Agreement shall survive its expiration or termination.

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT A – SCOPE OF SERVICES

1. Relationship development and cultivation strategy with key elected and government officials including City Hall leadership, agency Commissioners, City Councilmembers, Borough Presidents and Citywide elected officials;
 2. Engaging with City agency leadership as needed to work to resolve permitting and other construction related issues;
 3. Monitoring City Council legislation and developing and implementing advocacy strategies on important legislative initiatives;
 4. Developing and implementing strategic plans for negotiations with the MTA as needed;
 5. Recommending membership, sponsorship and other opportunities that align with business interests and working to raise the profile of key Greenland executives;
 6. Engaging with the Governor's office on issues, initiatives, and negotiations as needed;
 7. Networking key executives at important events – recommending events for attendance, making sure connections are made with the right people at each event.
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