EXHIBIT MM

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of _____, by and between BRUCE H. EDELSON, P.E., of which Bruce H. Edelson is sole proprietor ("Consultant"), and THE CALIFORNIA DEPARTMENT OF TRANSPORTATION ("Caltrans") and CONOPCO, INC. ("Conopco") (Caltrans and Conopco hereinafter are collectively referred to as "Company").

RECITALS

WHEREAS, Consultant is in the business of providing professional consulting and project management support in the areas of construction project management and environmental remediation (the "Services"); and

WHEREAS, Company desires to retain Consultant to furnish Services when requested by Company from time to time.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto hereby agree as follows:

1. Statement of Services. During the term of this Agreement, Consultant shall be available on call at reasonable times on a daily basis to perform all of the Services as more fully specified on Exhibit "A" hereto and such other services as may be requested by Company and/or Company's subsidiary and affiliated companies from time to time and accepted by Consultant. During the term of this Agreement, Consultant shall use all reasonable efforts to promote the best interests of Company and its subsidiaries and affiliates and shall not engage, or assist any other person in engaging, in any activity contrary to the best interests of Company and its subsidiaries and affiliates.

2. Compensation.

2.1 As compensation for Consultant's Services, Company shall pay to Consultant monthly within fourteen (14) calendar days after receipt of Consultant's invoice, compensation at the rate of PRVY-Controlled/Privacy [redacted] per hour of Services actually performed. Consultant shall be permitted to increase his hourly rate beginning on January 1, 1998 and every year thereafter based on the increase, if any, in the Consumer Price Index ("CPI") for the Los Angeles-Long Beach Metropolitan Area during the preceding year, but in no event shall such increase exceed five percent (5%) per annum. If Consultant chooses not to increase fees one or more years, Consultant may increase Consultant's fees in a subsequent year provided that the percentage of increase in fees does not

exceed the total increase in the CPI for the preceding years in which fees were not increased.

2.2 Time spent by Consultant in travel necessary for the performance of the Services (other than time spent by Consultant in travel between his residence and office) shall be compensable time, except that, to the extent over-night travel shall be required, compensable time in any one day shall be limited to the greater of (a) eight (8) hours, or (b) the time during which Consultant performs active Services for Company's benefit, excluding travel, delay-in-route, and rest.

2.3 Consultant shall submit his invoice for all compensation earned by him during each calendar month promptly after the last day thereof. Each such invoice shall be accompanied by a detailed statement specifying, for each day in such calendar month, the hours of work performed, and a brief description of the tasks accomplished. Within fourteen (14) calendar days after submission of each such monthly invoice and statement, Company shall pay the compensation owing to Consultant.

2.4 Consultant shall obtain Company's written approval prior to incurring any expense in excess of $150.00 that is reimbursable under this Agreement, and, to the extent so approved, Company shall reimburse Consultant, or shall pay vendors directly, for travel, production, and other reasonable out-of-pocket expenses incurred in performing Services. All reimbursable out-of-pocket expenses incurred by Consultant, whether to be paid by Consultant and reimbursed by Company or billed directly to Company, shall be itemized in reasonable detail on expense reports and requests for reimbursement prepared on forms specified by Company and submitted to Company monthly. All reimbursable expenses exceeding $15.00 per item must be substantiated by receipts or other written verification. Company shall pay any properly submitted request for reimbursement within fourteen (14) calendar days after receipt.

2.5 Consultant shall procure all required governmental licenses and authorizations and pay all taxes and other governmental charges, however designated, which are levied upon any payment made to or on behalf of Consultant pursuant to this Agreement. Consultant shall reimburse Company upon request for any expenses, penalty, or liability incurred by Company as a result of Consultant's failure to procure such required governmental licenses and authorizations or to pay any such tax or charge.

3. <u>Term and Termination</u>.

3.1 This Agreement shall become effective on the date first written above and shall terminate on December 31, 1997, provided, however, that such Agreement shall automatically extend itself by one year at the end of each calendar year unless Company, or either Caltrans or Conopco, elects to terminate this relationship by written notice to Consultant on or before December 1 of any calendar year. This Agreement shall terminate:

(a) automatically upon Consultant's death or physical or mental disability; or (b) immediately for cause upon delivery by either party to other party of a notice of termination; or (c) upon the election of either Caltrans or Conopco pursuant to the terms of the Joint Remediation Agreement.

4. Covenants of Consultant.

4.1 Consultant shall promptly notify Company of any threatened, pending or completed investigation, claim, action, suit or proceeding, whether civil, criminal, administrative or investigative ("Proceeding"), in which he may be involved, whether as an actual or potential party or witness or otherwise, or with respect to which he may receive requests for information, by reason of his future, present or past association with Company or any of its subsidiaries or affiliates. Consultant shall cooperate fully with Company and its subsidiaries and affiliates in connection with any Proceeding at no expense to Company or any of its subsidiaries or affiliates other than the reimbursement of Consultant's reasonable out-of-pocket expenses. Consultant shall not disclose any confidential or privileged information in connection with any Proceeding without the consent of Company and shall give prompt notice to Company of any request therefor.

4.2 Consultant shall at all times refrain from taking any action or making any statements, written or oral, which are intended to or do disparage the goodwill or reputation of Company or any of its subsidiaries or affiliates or any directors or officers thereof or which could adversely affect the morale of employees of Company or its subsidiaries or affiliates.

4.3 Consultant shall hold in confidence and not disclose to any third party (except as required by law or in the performance of Services in accordance with this Agreement), without the prior written approval of Company's representative, any Proprietary Information provided to Consultant by Company or any of its subsidiaries or affiliates. Neither shall Consultant use Proprietary Information for any purposes other than performing Services under this Agreement. The term "Proprietary Information" means (a) any information of Company or any of its subsidiaries and affiliates, which is not openly communicated or accessible to third parties, whether or not marked or identified as confidential, related to trade secrets, technical data and know-how, financial information, customers, pricing, terms of sale, products, processes, plans, personnel, research and development projects or other aspects of the business of Company or any of its subsidiaries or affiliates, until such information shall have ceased to be proprietary as evidenced by general public availability and knowledge, and (b) information of a third party as to which Company or any of its subsidiaries or affiliates have a non-disclosure obligation. Upon request of Company or termination of this Agreement, which ever shall first occur, Consultant agrees that he

will promptly deliver to Company all drawings and other papers and/or models which Consultant has obtained from Company or any of its subsidiaries, affiliates, customers or suppliers for the purpose of performing or in furtherance of the Services authorized herein, and Consultant agrees that he shall promptly deliver all copies thereof which Consultant made, had made, or permitted to be made. Consultant further agrees that all memoranda, drawings and notes made by Consultant or under his direction or control and all copies thereof relating in any way to the Services performed by Consultant for Company authorized herein or relating to Company's business or that of its subsidiaries, affiliates, customers or suppliers shall be delivered to Company upon request of Company or upon termination of this Agreement, which ever shall first occur.

4.4 Consultant warrants that Consultant has the right to enter into this Agreement and that performance of the Services shall not cause Consultant to be in violation of any federal, state, and local law or regulation, or any contractual Agreement entered into by Consultant. Company recognizes that Consultant is not performing his duties as a licensed professional engineer except in the states of California, Arizona and North Carolina. Consultant shall comply with Company's standards regarding legal and ethical conduct and with all applicable federal, state, and local laws and regulations. Consultant shall file all tax returns and reports required to be filed pursuant to law.

4.5 Except as Company's representative grants prior written approval, Consultant shall not publicize the terms of, or Services performed under, this Agreement.

5. Status and Benefits.

5.1 This Agreement is made with Consultant as an independent contractor. Consultant shall not be deemed an employee of Company or any of its subsidiaries or affiliates for any purpose. Consultant shall not make any representation, express or implied, that Consultant is an employee, agent, or legal representative of Company, nor will Consultant assume or incur liability or obligations of any kind to any third party in the name of or on behalf of Company except as specifically authorized by this Agreement or by an officer of Company.

5.2 Consultant acknowledges that Company shall not cover Consultant, or any of Consultant's employees, agents, subcontractors, suppliers, or other third parties utilized in connection with Consultant's performance hereunder, with workers' compensation, unemployment insurance, state disability insurance, public liability insurance, or any other insurance coverage whatsoever. Consultant shall not be entitled to participate by virtue of retention of Consultant pursuant to this Agreement in any Company benefit plan, including, without limitation, any life, medical, or travel accident insurance, pension, vacation, sick leave, or disability plan.

5.3 Except as set forth in Section 6, nothing in this Agreement shall be for the benefit of any third party and no third party shall derive any rights by virtue of its provisions.

6. Indemnification.

6.1 Consultant shall indemnify, defend and save Company, Company's subsidiaries and affiliates, and its and their affiliates, directors, officers, employees, agents, subcontractors, suppliers, or other persons to whom Company or any subsidiary or affiliate of Company owes or may owe any duty of indemnification, harmless from and against any expense, claim, loss or liability (including, without limitation, reasonable attorneys' fees) to any third party caused by or arising out of the gross negligence, intentional misconduct or fraudulent acts or omissions of Consultant in the course of performing Services under this Agreement, or the gross negligence, intentional misconduct or fraudulent acts or omissions of Consultant's employees, agents, subcontractors, suppliers or other third parties utilized in connection with Consultant's performance hereunder; provided, however, that Consultant's obligations under this Section 6.1 shall not extend to any such expense, claim, loss, or liability to the extent caused by or arising out of the gross negligence or intentional misconduct of Company, any of Company's subsidiaries or affiliates, or any of its or their affiliates, directors, officers, employees, agents, subcontractors, suppliers, or other persons to whom Company or any subsidiary or affiliate of Company owes or may owe any duty of indemnification.

6.2 Company shall indemnify, defend and save Consultant, and Consultant's employees, harmless from and against any expense, claim, loss, or liability (including, without limitation, reasonable attorneys' fees) to any third party caused by or arising out of the acts or omissions of Consultant, which Consultant or any of Consultant's employees, may be subject to or incur in connection with the Services (including, without limitation, its or their reliance on or use of any information, document, representation, or data furnished by or prepared by Company); provided, however, that Company's obligations under this Section 6.2 shall not extend to any such expense, claim, loss, or liability caused by or arising out of the gross negligence, or intentional misconduct of Consultant.

7. Assignment. This Agreement requires the performance of personal Services by Consultant. Consultant shall not assign any right, delegate any duty, or otherwise transfer any interest relating to this Agreement without the prior written approval of Company. Any attempted assignment, delegation or transfer by Consultant shall be void.

8. Notices. All notices required or permitted to be given under this Agreement shall be written and deemed effective upon

personal delivery or delivery by overnight courier to the address set forth below, or five (5) days after deposit in the United States mail, postage prepaid and addressed as set forth below (unless by notice a different person or address has been designated):

If to Company, to: _____
_____
_____

If to Consultant, to: Bruce H. Edelson
28250 Meadowmist Drive
Rancho Palos Verdes, CA 90274

9. Survival of Certain Covenants. The obligations of the parties contained in Sections 2.5, 4.1, 4.3, 6.1 and 6.2 shall be permanent and shall survive termination of this Agreement.

10. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the internal laws of the State of California regardless of the laws that might be applied under applicable principles of conflicts of laws. The parties hereto irrevocably and unconditionally consent to personal jurisdiction and venue in any court sitting in Los Angeles County (which court shall be the sole and exclusive forum) for the purposes of any suit, action or other proceeding arising out of this Agreement or Consultant's future, present or past association with Company or its subsidiaries or affiliates, or the termination of any such association. Each of the parties hereby waives any right it may have to trial by jury.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Consultant and Company with respect to the matters referred to herein and supersedes all prior agreements and understandings between Consultant and Company or any subsidiary or affiliate thereof with respect to the matters referred to herein.

12. Severability; Injunctive Relief. The invalidity, illegality or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement or such provision in any other jurisdiction, it being the intent of the parties hereto that all rights and obligations of the parties hereto under this Agreement shall be enforceable to the fullest extent permitted by law.

13. Miscellaneous.

13.1 In executing this Agreement, Consultant has not relied upon any statement, representation or promise, whether

written or oral, of Company or any of its subsidiaries or affiliates, or of any representative or attorney for Company or any of its subsidiaries or affiliates, except for statements expressly set forth in this Agreement.

13.2 Each of the parties has read this Agreement carefully, with the assistance of legal counsel selected by such party, and knows and understands the contents hereof and thereof.

13.3 In the event that any action, suit or other proceeding is instituted concerning any matter that is the subject of this Agreement, the prevailing party shall recover all of such party's reasonable attorneys' fees incurred in each and every such action, suit, or other proceeding, including any and all appeals or petitions therefrom.

14. Remedies. Remedies set forth in this Agreement are not exclusive and a party's exercise of any remedy shall be without prejudice to the subsequent exercise of any other remedy under this Agreement or applicable law.

15. Headings. Headings contained in this Agreement are for convenience only and shall not limit this Agreement or affect the interpretation thereof.

16. Amendment. This Agreement may be amended or cancelled only by an instrument in writing duly executed and delivered by each party to this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Consultant and Company have each caused this Agreement to be duly executed on their behalves by their respective duly authorized officers as of the date first set forth above.

"COMPANY"

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____

Title: District Director

CONOPCO, INC.

By: _____

Title: _____

"CONSULTANT"

_____

BRUCE H. EDELSON, P.E.
Bruce H. Edelson, Sole Proprietor

Consultant's IRS I.D. No.:

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"COMPANY"

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

CONOPCO, INC.

By: Arnold P. Fields

Title: VICE PRESIDENT AND GENERAL COUNSEL

"CONSULTANT"

_____

BRUCE H. EDELSON, P.E.
Bruce H. Edelson, Sole Proprietor

Consultant's IRS I.D. No.:

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"COMPANY"

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

CONOPCO, INC.

By: _____

Title: _____

"CONSULTANT"

BRUCE H. EDELSON, P.E.
Bruce H. Edelson, Sole Proprietor

Consultant's IRS I.D. No.:
33-0494223

ATTACHMENT "A"
TO CONSULTING AGREEMENT OF BRUCE H. EDELSON, P.E.
DUTIES

1. Provide general insight and project management of the entire remediation project being conducted at the former Chromal Site at the former Lawry's California Center.

2. Provide guidance and direction to all consultants, contractors, and outside agents engaged in the remediation and related activities.

3. Review and analyze all notices and correspondences received by Conopco and/or CalTrans with respect to the Identified Contamination or the environmental condition of the property.

4. Review and analyze all work plans, permits, licenses, approvals and other related documents relating in any manner to the remediation of the Identified Contamination.

5. Prepare and deliver to Conopco and CalTrans an Annual Plan indicating the work accomplished during the prior twelve month period and the work planned during the next twelve month period. This plan should indicate any major challenges and obstacles anticipated, and significant milestones. The Plan shall also identify expenditures for the prior twelve month period program and compare these costs to the prior Annual Plan. Prepare an annual Cash Flow projection that indicates the anticipated expenditures by month for the following twelve month period and anticipated expenditures for the ensuing three year period. On the basis of comments received from Conopco and CalTrans make such adjustments to the Annual Plan as required and disseminate to the Clients and principal environmental Consultants.

6. Prepare and deliver to Conopco and CalTrans a Monthly Report detailing the status and progress of the remediation work on the Property, as well as any outstanding Disbursement Requests disapproved or rejected by the Project Manager.

7. Prepare such Purchase Orders, Contracts or other Documents necessary to obtain services from consultants and contractors as required for the remedial activities.

8. Review, analyze, and process all bills, invoices and requests for disbursement relating in any manner to the remediation of the Identified Contamination.

9. Monitor the balance of the Trust Account and advise Conopco and CalTrans at such time that the Trust Account has insufficient funds remaining to cover the next six months projected expenditures.

10. Maintain necessary cost accounting and other documents necessary to reflect accurately the cost of the project.

11. When required, meet with appropriate government agency personnel to review the progress of the work and secure their approval of future activities and past actions.

12. Accomplish such other duties as required to accomplish successfully the remediation of the site in accordance with the Joint Remediation Agreement.