

AMENDMENT TO COOPERATION AGREEMENT

This Amendment to Cooperation Agreement (this “Amendment”) is made and entered into effective as of this ___ day of September, 2022 (the “Effective Date”)¹, by and between the CITY OF CARSON, a municipal (“City”), and CARSON RECLAMATION AUTHORITY, a California Joint Powers Authority (“Authority”) with reference to the facts set forth below. City and Authority may be referred to in this Amendment individually as a “Party” and collectively as the “Parties.”

Recitals

A. City and Authority entered into that certain Cooperation Agreement dated as of September 6, 2018 (the “Cooperation Agreement”), pursuant to which Authority agreed to perform City’s infrastructure obligations under the Project Agreements and cooperate with the parties to the Project Agreements to facilitate the Project, and City agreed to pay to Authority one-half of the sales taxes received by City attributable to the Project during a 25-year term as more fully set forth in the Cooperation Agreement.

B. All capitalized terms used but not defined in this Amendment shall have the same meaning as set forth in the Cooperation Agreement.

C. After execution of the Project Agreements, Authority commenced the installation of the Remedial Systems and Site Development Improvements and CAM-Carson LLC, a Delaware limited liability company (“CAM-Carson”) made certain Site Development Advances, all as provided for in the Project Agreements. A dispute arose between the Parties as to Authority’s ability to complete the Remedial Systems and Site Development Improvements as set forth in the Project Agreements. In April 2020, CAM-Carson filed suit in that certain litigation captioned *CAM-Carson, LLC v. Carson Reclamation Authority, et. al*, Case No. 20STCV16461, (the “Litigation”) alleging, in part, breaches of the Project Agreements by Authority, and thereafter Authority filed counterclaims in the Litigation alleging, in part, that CAM-Carson owed Authority ten million dollars (\$10,000,000) for Site Development Advances.

D. After a mediation of the disputes in the Litigation, CAM-Carson, City and Authority now desire to proceed with the Project provided that (a) Authority deposits the Remediation Escrow Deposit into the Remediation Escrow Account (as each such term is defined in the Amendment to Conveyancing Agreement (as defined below), (b) CAM-Carson as agent for Authority completes or funds the completion of the Remaining Horizontal Work (as defined below), and (c) CAM-Carson is reimbursed for the Remaining Horizontal Work, Offsite Advances, Site Development Advances, all work required in the Embankment Lot to allow for the Developer Pylon Sign (the “**Cell 2 Specific Embankment Improvements**”), and other payments as provided in the Project Agreements, by City and Authority paying to CAM-Carson one-half of the sales taxes derived

¹ NTD: this is to be the date on which this Amendment and all of the Related Amendments have been approved and executed.

from the Project during a thirty-two (32)-year term, all as provided in the Project Agreements (as amended by this Amendment and the Related Amendments).

E. City and Authority now wish to modify the Cooperation Agreement to provide that Authority may have CAM-Carson perform or fund (together with the Remediation Escrow Deposit) completion of the Remaining Horizontal Work, the cost of which shall be included in the Advances that are subject to reimbursement under the Sales Tax Assistance, that the term of the Cooperation Agreement shall be extended to up to the earlier of thirty-two (32) years from the date of CAM-Carson's first receipt of sales tax reimbursement from the Project or the date on which the Total Recovery Amount is paid, and that in light of the extent of the Advances to be made by CAM-Carson the Feasibility Gap analysis shall no longer be required.

F. Authority and CAM-Carson are entering into a Second Amendment to Conveyancing Agreement of even date herewith ("Amendment to Conveyancing Agreement") to provide for CAM-Carson to proceed with the Project provided that Authority deposits the Remediation Escrow Deposit to pay for the Remaining Horizontal Work, and for CAM-Carson to be reimbursed for the Remaining Horizontal Work, Offsite Advances, Site Development Advances, Cell 2 Specific Embankment Improvements, and other payments as provided in the Conveyancing Agreement, by City and Authority paying to CAM-Carson one-half of the sales taxes attributable to the Project during a thirty-two (32)-year term. Further, concurrent with this Amendment, City and CAM-Carson are entering into an Amendment to the Development Agreement to make conforming changes to the Development Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as set forth below.

AGREEMENT

1. DUE DILIGENCE .

1.1 *Due Diligence Documents.* Within thirty (30) days of the start of the Diligence Period, the Parties shall obtain an update of the legal opinion of Orrick, Herrington & Sutcliffe, LLP as to the legal basis for providing the Sales Tax Assistance to Authority and thus indirectly to CAM-Carson.

1.2 *Due Diligence Termination and Termination of Amendment.* If during the Diligence Period CAM-Carson provides Authority notice of its election to terminate the Amendment to Conveyancing Agreement, then this Amendment shall immediately become null and void and of no further force or effect and the Parties may continue with the Litigation or other actions pursuant to the Project Agreements as they existed prior to the Effective Date.

2. EXHIBITS. The following Exhibits to the Cooperation Agreement are amended hereby as follows:

2.1 In the event that Exhibit 1.9.1 to the Conveyancing Agreement is amended, Exhibit C, Attachment 3 (Freeway Advertising Sign Easement Areas) to the Cooperation Agreement shall be deleted and replaced consistent with the amended Exhibit 1.9.1 to the Conveyancing Agreement.

2.2 In the event that Exhibit 5.3 to the Conveyancing Agreement is amended, Exhibit E (List of Offsite Improvements with Projected Costs) to the Cooperation Agreement shall be deleted and replaced with the amended Exhibit 5.3 to the Conveyancing Agreement.

2.3 Exhibit F to the Cooperation Agreement is deleted entirely and is not replaced.

3. GLOBAL CHANGES.

3.1 Whenever the defined term “Macerich” is used in the Cooperation Agreement, it is deleted and replaced hereby with the defined term “CAM-Carson”

3.2 Whenever the Cooperation Agreement refers to “outlet mall,” “outlet shopping center,” or “outlet center” it shall mean a first-class retail mall, value-oriented retail and/or outlet mall development and related accessory uses.

4. DELETED SECTIONS. The following Sections of the Cooperation Agreement are deleted in their entirety hereby and, except for Section 2.19, replaced with the phrase “Intentionally Omitted”: 2.1, 2.2, 2.4, 2.8, 2.19, 4.4.1, 4.4.4 and 4.6.

5. AMENDED SECTIONS.

5.1 Section 1.7(b) of the Cooperation Agreement is deleted in its entirety hereby and replaced with the following:

Developer: Develops the Project on the Cell 2 Surface Lot and makes advances to Authority for a portion of the Site Development Improvements and up to \$10 million to assist Authority and City in payment of the Offsite Improvements, and performs, as agent for Authority, or funds (together with the Remediation Escrow Deposit as defined in the Conveyancing Agreement) the Remaining Horizontal Work and Cell 2 Specific Embankment Improvements, all subject to being reimbursed by the Sales Tax Assistance described below.

5.2 Section 1.7(c) of the Cooperation Agreement is deleted in its entirety hereby and replaced with the following:

City: The land use authority providing approval to CAM-Carson of Entitlements through a Development Agreement. Through such agreement, City has the obligation to install, own and maintain certain public improvements serving the 157 Acre Site, defined

and described in the Conveyancing Agreement as the Offsite Improvements. The Offsite Improvements are shown and described herein in “Exhibit E.” City by this Agreement is contracting with Authority to construct the Offsite Improvements. The Offsite Improvements are being funded with monies from City, Authority, and funds advanced by CAM-Carson and other developers of the 157 Acre Site. The advances from CAM-Carson are intended to be repaid through the Sales Tax Assistance Payments. City, by this Agreement, is agreeing to provide to Authority the funds required to make the Sales Tax Assistance Payments to reimburse CAM-Carson for its actual costs of the Offsite Improvements, Site Development Improvements, Remaining Horizontal Work, and Cell 2 Specific Embankment Improvements, and fifty percent (50%) of the Deposit as set forth in the Conveyancing Agreement.

5.3 Section 1.8(b) of the Cooperation Agreement is deleted in its entirety hereby and replaced with the following:

Agreement to Pay Over Tax Proceeds. City will derive sales tax revenues from the development of the Project. Pursuant to this Agreement, City agrees to pay to Authority one half of the sales tax revenues City receives from operation of the completed Project on the Cell 2 Surface Lot for up to thirty-two (32) years (or CAM-Carson’s recoupment of the Total Recovery Amount as set forth below) in exchange for Authority undertaking Offsite Improvements and Site Development Improvements and having the Remaining Horizontal Work and Cell 2 Specific Embankment Improvements completed. City and Authority have reviewed the legal opinion of Orrick, Herrington & Sutcliffe, LLP as to the legal basis for providing such sales tax assistance to Authority and thus indirectly to CAM-Carson and is agreeing to provide such assistance on the basis described therein. Those sales tax proceeds shall be paid by Authority to CAM-Carson to reimburse CAM-Carson for advances made by CAM-Carson (or Macerich as its predecessor-in-interest) to fund the cost of certain Offsite Improvements, Site Development Improvements, Remaining Horizontal Work and Cell 2 Specific Embankment Improvements, and other payments as set forth in the Conveyancing Agreement.

5.4 Section 1.9 of the Cooperation Agreement is deleted in its entirety hereby and replaced with the following:

Term. The term of this Agreement shall be concurrent with the term of the Development Agreement and Conveyancing Agreement, and shall commence on the Effective Date and shall continue for the duration of the Sales Tax Assistance period, being thirty-two years from the date of CAM-Carson’s first receipt of sales tax reimbursements from the Project, or until the full Total Recovery Amount is paid, whichever first occurs, as the same may be extended pursuant to the Conveyancing Agreement (the “**Term**”).

5.5 Section 2.5 of the Cooperation Agreement is deleted in its entirety and replaced with the following:

“**City Payment(s)**” means one half of the Local Sales Tax Revenues accrued from the Project Retail Sales in each Fiscal Quarter to be remitted by City to Authority under this Agreement for purposes of Authority’s repayment of any Total Recovery Amounts

due and owing to CAM-Carson, as required under the Conveyancing Agreement (described in Article IV below).

5.6 Section 2.15 of the Cooperation Agreement is amended and restated hereby to read as follows:

“Project Agreements” means and is inclusive of (a) this Cooperation Agreement, (b) the Conveyancing Agreement, (c) the Development Agreement, and (d) the agreements executed pursuant to the Conveyancing Agreement (including those certain access agreements giving CAM-Carson access to the 157 Acre Site and giving Authority access to the Surface Lot), as each may hereafter be amended or modified.

5.7 Section 2.19 of the Cooperation Agreement is amended and restated hereby to read as follows:

“Remaining Horizontal Work” means the components of the Remedial Systems and the Site Development Improvements (which include, without limitation, Stormwater Work, Sub Foundation Systems, Utility Work and Foundation Systems) specifically required at the Cell 2 Site for the vertical development of the Project remaining to be completed as of [the effective date of the Amendment]², including but not limited to any required changes to, or replacement or repair of, the previously installed systems or improvements as CAM-Carson or DTSC may determine are necessary, installation of any remaining piles, the pile cap excavations, excavation of trenches and features, installation of remaining geomembrane liner and backfill, and BPS, and the connection of the Remedial Systems to the Landfill Operations Center at the 157 Acre Site, all in compliance with the requirements of DTSC and other applicable state regulatory agencies.

5.8 The Cooperation Agreement is amended hereby to add a new Section 2.26 as follows:

2.26 **“Schedule of Performance”** means the Project Schedule (as defined in the Conveyancing Agreement).

5.9 Section 3.2 of the Cooperation Agreement is amended hereby to add the following to the end of the Section:

Authority and CAM-Carson have agreed under the Conveyancing Agreement to have CAM-Carson perform, as agent for Authority, or fund (together with the Remediation Escrow Deposit) the Remaining Horizontal Work; provided, however, that the Authority will not construct the Remaining Horizontal Work independent of CAM-Carson acting as its agent as provided for in the Conveyancing Agreement.

² Bracketed language to be replaced (via slip page) in the executed version of this Amendment with the actual effective date of this Amendment when executed.

5.10 The third sentence of Section 3.4 of the Cooperation Agreement is amended hereby to read as follows:

“To this end, Authority agrees as follows (except, to the extent permitted by applicable state law, for the Remaining Horizontal Work):”

5.11 The first sentence of Section 4.1.1 of the Cooperation Agreement is amended hereby to read as follows:

Authority’s costs for constructing Remedial Systems shall be paid by funds held by Authority for such purpose, except that the cost of the Remaining Horizontal Work shall be paid by CAM-Carson as set forth in the Conveyancing Agreement subject to being reimbursed by the Sales Tax Assistance described below.

5.12 The first sentence of Section 4.1.2 of the Cooperation Agreement is amended hereby to read as follows:

Authority will retain ownership of and responsibility for construction, maintenance, repair and replacement of above-ground BPS improvements (*e.g.* venting systems and gas monitoring systems) except that the Remaining Horizontal Work may be performed by, and shall be paid for by, CAM-Carson as set forth in the Conveyancing Agreement subject to being reimbursed by the Sales Tax Assistance described below, and operating and maintenance expense can be recovered through the Community Facilities District described in the Development Agreement.

5.13 The last two sentences of Section 4.1.3 of the Cooperation Agreement are amended hereby to read as follows:

City shall pay to Authority Twenty-Two Million Four Hundred Thousand Dollars (\$22,400,000) for the cost of completing the Offsite Improvements, which payment shall be maintained by Authority in a segregated restricted account and used solely for payment of the cost of the Offsite Improvements. CAM-Carson will be paying its fair share up to a maximum contribution of Ten Million Dollars (\$10,000,000) (the “**Offsite Advances**”) as set forth in the Conveyancing Agreement. Authority will be paying, directly or through contribution by developers of other portions of the 157 Acre Site, for the remaining costs of the Offsite Improvements.

5.14 The Cooperation Agreement is amended hereby to add a new Section 4.1.5 as follows:

4.1.5 *Use of Existing Materials.* City shall provide for the transfer of all information and construction documentation in City’s possession, custody or control to Authority and CAM-Carson for CAM-Carson’s use in completing the Remaining Horizontal Work on behalf of Authority as provided in the Conveyancing Agreement as amended. City agrees that CAM-Carson may use, and City shall make, or cause to be made, available to CAM-Carson, at no additional cost or expense, any existing systems or improvements at the Cell 2 Site in the possession, custody or control of City and any materials acquired, held or controlled by City for the Remedial Systems and Site

Development Improvements. Nothing herein shall require CAM-Carson to accept or make use of any such materials, provided that, in the event and to the extent that CAM-Carson does not accept any materials, CAM-Carson has agreed to remove the materials from the Cell 2 Site.

5.15 The Cooperation Agreement is amended hereby to add a new Section 4.1.6 as follows:

4.1.6 *Approvals and Permits for Remaining Horizontal Work.* City represents and warrants that subject to any approvals, permit renewals or additional permits required of DTSC and other federal, state, regional or local regulatory agencies, to City's knowledge, all approvals, entitlements and permits required from or in the control of City for CAM-Carson to complete the Remaining Horizontal Work and the Cell 2 Project remain in effect. City shall reasonably cooperate with Authority to facilitate completion of the Cell 2 Project, including securing any necessary approvals and permits (including renewals and extensions thereof, as needed) from City. City understands that CAM-Carson's commencement of the Remaining Horizontal Work shall be conditioned upon CAM-Carson obtaining all necessary approvals and permits to complete the Remaining Horizontal Work and the Cell 2 Project.

5.16 The first sentence of Section 4.2 of the Cooperation Agreement is amended hereby to read as follows:

The Offsite Advances in Section 4.1.3, Site Development Advances in Section 4.1.4, the costs of the Remaining Horizontal Work and the Cell 2 Specific Embankment Improvements (collectively the "**Advances**") paid by CAM-Carson together with interest, plus fifty percent (50%) of the Deposit as set forth in Section 2.1 of the Conveyancing Agreement, are to be repaid to CAM-Carson over time via the Sales Tax Assistance Payments.

5.17 Section 4.3.2 of the Cooperation Agreement is deleted in its entirety hereby and replaced with the following:

Sales Tax Assistance to Make Project Feasible. The need for the Sales Tax Assistance is based upon the fact that a developer would not proceed with the Project without a reasonable assurance that it can achieve a reasonable rate of return on its costs to build the Project. CAM-Carson has estimated that it will only achieve a reasonable rate of return if Authority pays the cost of the Remedial Systems, Site Development Improvements and certain other improvements as provided in the Project Agreements. CAM-Carson has agreed to make the Advances as described in the Project Agreements to provide Authority funds to be used to complete the Remedial Systems and Offsite Improvements and pay for the Site Development Improvements subject to reimbursement. To reimburse the Advances (including, the costs of the Remaining Horizontal Work (less any amount provided by Authority pursuant to the Remediation Escrow Deposit)), the Parties have negotiated the Sales Tax Assistance Payments described herein.

5.18 Section 4.4 of the Cooperation Agreement is deleted in its entirety hereby and replaced with the following:

Total Recovery Amount; Recovery Terms. For the foregoing reasons, CAM-Carson has agreed in the Conveyancing Agreement to make the Advances on the terms and conditions described in the Conveyancing Agreement (described in Section 4.2 above). The total amount of the Advances actually paid by CAM-Carson, and fifty percent (50%) of the Deposit as set forth in Section 2.1 of the Conveyancing Agreement, plus interest as set forth in Section 4.4.2 below, shall be the “**Total Recovery Amount**”. The Total Recovery Amount shall not include costs paid with the Remediation Escrow Deposit. Authority shall pay to CAM-Carson the Total Recovery Amount from sales taxes (the “**Sales Tax Assistance Payments**”) on the following terms and conditions (the “**Recovery Terms**”):

5.19 Section 4.4.2 of the Cooperation Agreement is deleted in its entirety hereby and replaced with the following:

Interest. Interest shall accrue on the Advances actually paid by CAM-Carson at the rate of 6% per annum compounded monthly, accruing from the date of each advance or payment until repaid (such interest being included in the Total Recovery Amount).

5.20 The first sentence of Section 4.4.5 of the Cooperation Agreement is amended hereby to read as follows:

The reimbursement term (“**Reimbursement Term**”) commences on the date of CAM-Carson’s first receipt of sales tax reimbursement from the Project and ends on the thirty-second (32nd) anniversary of such date.

5.21 Section 4.4.6 of the Cooperation Agreement is deleted in its entirety hereby and replaced with the following:

Application. Reimbursement payments shall be deemed applied first to accrued interest on, and then principal of, the cost of the Remaining Horizontal Work and advances for Offsite Improvements, and then accrued interest on, and then principal of, advances for the Site Development Improvements not otherwise comprised of the Remaining Horizontal Work, then accrued interest on, and then principal of, advances for the Cell 2 Specific Embankment Improvements, and then fifty percent (50%) of the Deposit; provided, however, that CAM-Carson shall not be entitled to reimbursement for any costs for which CAM-Carson has previously received reimbursement pursuant to Section 6.9.2 of the Conveyancing Agreement (i.e., any costs of the Remaining Horizontal Work paid with funds from the Remediation Escrow Deposit).

5.22 The Cooperation Agreement is amended hereby to add a new Section 4.8 as follows:

4.8 *No CAM-Carson Liability for Environmental Obligations.* City understands that, other than with respect to causing the completion of the Remaining Horizontal Work as provided for in the Conveyancing Agreement, CAM-Carson is not assuming any

environmental obligations, liability or responsibility for the 157-Acre Site or any conditions that may emanate therefrom, including without limitation any obligations under any consent decrees issued by or agreements with DTSC or any other regulatory agency or any obligations with respect to any Hazardous Substances existing at or emanating from the 157-Acre Site. The Parties intend that CAM-Carson shall not be a potentially responsible party (“**PRP**”) with regard to existing contamination at the 157-Acre Site. Authority shall complete, or cause to be completed by the Remainder Developers, any and all remediation (other than the Remaining Horizontal Work) required for the 157 Acre Site, including without limitation, any actions required for a buffer zone adjacent to the Cell 2 Site to allow operation of the Project consistent with Project Schedule. Authority shall be responsible for the operation, repair, replacement and maintenance of all Remedial Systems for the Cell 2 Site subject to the funding requirements of the Remediation CFD (as that term is defined in the Development Agreement) provided that City understands that Authority shall not be responsible for the operation, repair, replacement and maintenance of the portion of a Remedial System that is included in the Remaining Horizontal Work until DTSC approves such portion of the Remedial System.

5.23 Section 5.2 (a) of the Cooperation Agreement is deleted in its entirety hereby and replaced with the following:

The principal and interest accruals on the Total Recovery Amounts due in the Fiscal Quarter, broken-down by Remaining Horizontal Work payments, Site Development Advances, Offsite Improvement Advances, payments for Cell 2 Specific Embankment Improvements, and the Deposit.

5.24 Section 5.5(a) of the Cooperation Agreement is deleted in its entirety hereby and replaced with the following::

Application. Payments shall be deemed applied first to accrued interest on, and then principal of, payment of the Remaining Horizontal Work (but only to the extent the costs of same exceed the Remediation Escrow Deposit) and advances for Offsite Improvements, and then accrued interest on, and then principal of, advances for the Site Development Improvements not otherwise comprised of the Remaining Horizontal Work, then accrued interest on, and then principal of, advances for the Cell 2 Specific Embankment Improvements, and then fifty percent (50%) of the Deposit.

5.25 The first sentence of Section 5.6 of the Cooperation Agreement is amended hereby to delete the phrase “Loan Term” and replace it with “Reimbursement Term”.

6. MISCELLANEOUS.

6.1 No Further Amendment. All other terms and conditions of the Cooperation Agreement that are not modified by this Amendment shall remain in full force and effect.

6.2 Severability. If any provision of this Amendment shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Amendment and to this end the provisions of this Amendment are intended to be and shall be severable.

6.3 Governing Laws. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to its conflict of laws provisions.

6.4 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In order to expedite the transaction contemplated herein, telecopied, .pdf or other electronically delivered signatures may be used in place of original signatures on this Amendment. City and Authority intend to be bound by the signatures on the telecopied, .pdf or other electronically delivered document, are aware that the other party or parties will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

6.5 Headings. The Paragraph and Section headings in this Amendment are for convenience only and shall not be used in the interpretation or considered part of this Amendment.

6.6 Notices. Section 9.6 of the Cooperation Agreement is amended hereby to update the addresses of the recipients for the Parties who are designated to receive notices as follows:

Authority:	Carson Reclamation Authority 701 East Carson Street Carson, CA 90745 Attn: John Raymond Email: jraymond@carsonca.gov Telephone: 310-952-1773
With a copy to:	Aleshire & Wynder LLP 18881 Von Karman Avenue, Suite 1700 Irvine, CA 92612 Attn: Sunny Soltani, Esq. Email: ssoltani@awattorneys.com Telephone: (949) 223-1170 ext. 5407
City:	City of Carson 701 East Carson Street Carson, CA 90745 Attn: Saied Naaseh Email: snaaseh@carson.ca.gov Telephone: (310) 952-1770
With a copy to:	Aleshire & Wynder LLP 18881 Von Karman Avenue, Suite 1700 Irvine, CA 92612 Attn: Sunny Soltani, Esq. Email: ssoltani@awattorneys.com Telephone: (949) 223-1170 ext. 5407

With a copy to:

CAM-Carson, LLC
c/o Simon Property Group, Inc.
225 West Washington Street
Indianapolis, Indiana 46204-3438
Attn: Steven E. Fivel, Esq.
Email: sfivel@simon.com
Telephone: (317) 263-7962

with a copy to:

CAM-Carson, LLC
c/o Simon Property Group, Inc.
399 Park Avenue, 29th Floor
New York, NY 10022
Attn: Mark J. Silvestri
E-mail: msilvestri@simon.com
Telephone: (212) 745-9614

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IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Amendment as of the date first written above.

Dated: September _____, 2022

CITY OF CARSON, a California municipal corporation

By: _____
Lula Davis-Holmes, Mayor

Attest:

Name: _____
City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani
City Attorney

Dated: September _____, 2022

**CARSON RECLAMATION
AUTHORITY**, a California Joint Powers
Authority

By: _____
Lula Davis-Holmes, Chair

Attest:

Name: _____
Authority Secretary

APPROVED AS TO FORM:

Sunny K. Soltani
Authority Counsel

The foregoing Amendment to Cooperation Agreement is consented to by CAM-Carson as third-party beneficiary.

CAM-CARSON LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

