

_____, 2022

City of Carson
701 Carson Street
Carson, CA 90745

Carson Reclamation Authority
701 Carson Street
Carson, CA 90745

Re: Agreement for Legal Services dated September 6, 2022

Dear Sirs and Madams:

Orrick, Herrington & Sutcliffe LLP (“Orrick”), the City of Carson (the “City”) and the Carson Reclamation Authority (the “Authority” and, together with the City, the “Carson Entities”) have entered into an agreement for legal services, dated March 29, 2018 (the “Agreement”), in connection with the proposed execution and delivery of one or more agreements between the City and the Authority and between the Authority and CAM-Carson LLC, a Delaware limited liability company (the “Developer”), to finance certain site work required for the construction of the Carson Fashion Outlets of Los Angeles project. Pursuant to the Agreement, Orrick has provided various legal services specified therein. The Agreement provides that, except as otherwise provided in the Agreement, Orrick’s services do not include the delivery of any legal opinions, and the Agreement provides that should the Carson Entities or the Developer request that Orrick provide any legal opinion and Orrick should agree to provide such legal opinion, Orrick shall be paid an additional fee, for the risk and value of the opinion, in such amount as shall be agreed among Orrick, the Carson Entities and the Developer.

In connection with the execution and delivery of a First Amendment to Development Agreement, between the City and the Developer, amending the Development Agreement, effective on September 10, 2018, by and between the City and the Developer (as amended, the “Development Agreement”), the execution and delivery of a Second Amendment to Conveyance Agreement (the “Conveyancing Agreement Amendment”), between the Authority and the Developer, amending the Conveyancing Agreement, as amended by the First Amendment to Conveyancing Agreement, each dated as of September 6, 2018, by and between the Authority and the Developer (as amended, the “Conveyancing Agreement”), and the execution and delivery of an Amendment of Cooperation Agreement (the “Cooperation Agreement Amendment”), between the City and the Authority, amending the Cooperation Agreement, dated as of September 6, 2018, between the City and the Authority (and amended, the “Cooperation Agreement”), the Developer has requested that Orrick deliver an opinion to the effect that the execution and delivery of the

Conveyancing Agreement Amendment and the Cooperation Agreement Amendment will not, in and of themselves, adversely affect the valid and binding nature as pertains to the Carson Entities of the Conveyance Agreement and the Cooperation Agreement (the “Opinion”).

Subject to its review of the Development Agreement, the Conveyancing Agreement, the Cooperation Agreement, the judgment entered by the Los Angeles Superior Court dated April 15, 2019, in the case of City of Carson and Carson Reclamation Authority vs. All Persons Interested in the Validity of a Financing Transaction, including a Sales Tax Assistance Arrangement, the Related Project Agreements, and the Proceedings and Authorizations Related Thereto, in Connection with the Financing and Development of a Certain Site within the City of Carson (Case No. 18STCV03728), and such other documents, certificates and opinions, and upon conclusion of such investigation of law and fact as Orrick shall deem necessary to render such opinion., Orrick expects to be able to deliver the Opinion.

Upon Orrick’s advising the Carson Entities and the Developer that it has completed its analysis and is prepared to deliver the Opinion, Orrick shall be paid a fixed fee of \$45,000. Such fee shall be a fixed amount without regard to the amount of time expended by Orrick’s attorneys in connection therewith or their hourly rates.

Orrick understands and agrees that Orrick’s fees with respect to the opinion shall be paid by the Developer and the Carson Entities shall have no obligation to pay such fees. Orrick shall submit invoices to the Developer for payment and shall not submit invoices to the City or the Authority.

Although, Orrick’s fees and expenses will be paid by the Developer, in providing services with respect to the Opinion, Orrick will represent the City and the Authority and take direction from the City and the Authority and will not represent or have any attorney client relationship with the Developer.

The Agreement represents the entire understanding and agreement between the Carson Entities and Orrick with respect to the subject matter referred to therein and herein. Except as expressly supplemental hereby, all terms of the Agreement shall remain in full force and effect.

If you have any questions, please feel free to contact the undersigned. If the foregoing, is satisfactory, please sign and return a copy of this letter to me.

ORRICK, HERRINGTON & SUTCLIFFE LLP

By_____

ACKNOWLEDGED AND AGREED TO:

CARSON RECLAMATION AUTHORITY

By_____

CITY OF CARSON

By_____

The undersigned, CAM-Carson LLC (the “Developer”), agrees that all fees and expenses of Orrick for the legal services to the Carson Entities described herein shall be paid by the Developer. The Carson Entities shall have no responsibility for the payment of fees and expenses.

In performing the services described in the Agreement and herein, Orrick will act as counsel to the Carson Entities. It is not the role or responsibility of Orrick to assure that the interests of any parties other than the Carson Entities are addressed or that any conditions to closing the transaction, other than as necessary in Orrick’s judgment to render any opinion rendered by Orrick have been satisfied or addressed. Although Developer has agreed to pay and will pay Orrick’s fees and costs, ORRICK, HERRINGTON & SUTCLIFFE LLP WILL HAVE NO ATTORNEY-CLIENT RELATIONSHIP WITH, OR FIDUCIARY OR SIMILAR DUTY OF ANY KIND TO THE DEVELOPER OR TO ANY PARTY OTHER THAN THE CARSON ENTITIES IN CONNECTION WITH THE MATTERS COVERED BY THIS AGREEMENT.

ACKNOWLEDGED AND AGREED:

CAM-CARSON LLC, a Delaware limited liability company

By_____