

LEGAL SERVICES AGREEMENT

This LEGAL SERVICES AGREEMENT is entered into this 22 day of April 2025, among the PARAMOUNT PUBLIC FINANCING AUTHORITY (the “Authority”), the CITY OF PARAMOUNT, CALIFORNIA (the “City” and together with the Authority, the “Clients”) and ANZEL GALVAN LLP, San Francisco, California (“Attorneys”).

B A C K G R O U N D :

1. The City receives a portion of the sales tax authorized by voter approval of Measure M (the “Measure M Sales Tax”) imposed in the County of Los Angeles, California (the “County”).
2. The Authority proposes to assist the City in financing certain transportation projects of the City that are eligible to be undertaken with Measure M Sales Tax received by the City by issuing a series of revenue bonds payable from such Measure M Sales Taxes (the “Bonds”).
3. To issue and sell the Bonds, the Clients require the services of nationally recognized bond counsel and disclosure counsel.

A G R E E M E N T :

In consideration of the foregoing and the mutual covenants contained in this Agreement, the Clients and Attorneys agree as follows:

Section 1. Attorney-Client Relationship. Upon execution of this Agreement, the Clients will be Attorneys’ clients and an attorney-client relationship will exist between Clients and Attorneys. Attorneys assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. Attorneys further assume that all other parties understand that in this transaction Attorneys represent only the Clients, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys’ services as bond counsel and disclosure counsel are limited to those contracted for in this Agreement; the Clients’ execution of this Agreement will constitute an acknowledgment of those limitations. Attorneys’ representation of the Clients will not affect, however, our responsibility to render an objective Bond Opinion (as defined below).

Section 2. Scope of Engagement as Bond Counsel. Attorneys shall perform all of the following services as bond counsel in connection with the issuance and sale of the Bonds:

- a. Consultation and cooperation with the Clients and their staff to assist in the formulation of a coordinated financial and legal issuance of the Bonds.
- b. Preparation of all legal proceedings for the authorization, issuance and delivery of the Bonds by the Clients; including (a) preparation of resolutions of the governing boards of the Clients authorizing the issuance and sale of the Bonds and approving related documents and actions, (b) preparation of all financing documents, including an indenture of trust, (c) preparation of all documents required for the closing of the Bonds, (d) supervising the closing, and (e) preparation of all other proceedings incidental to or in connection with the issuance and sale of the Bonds.

- c. Advising the Clients, from the time Attorneys are hired as Bond Counsel until the Bonds that are structured as tax-exempt bonds are issued, as to compliance with federal tax law as required to ensure that interest on the Bonds that are structured as tax-exempt bonds are exempt from federal income taxation.
- d. Upon completion of proceedings to Attorneys' satisfaction, providing a legal opinion for the Bonds (the "Bond Opinion") approving the validity and enforceability of the proceedings for the authorization, issuance and delivery of the Bonds, and stating that interest on the Bonds (a) for the tax-exempt series only, are excluded from gross income for purposes of federal income taxes and (b) are exempt from California personal income taxation. The Bond Opinion will be addressed to the Authority and may also be addressed to the underwriter of the Bonds and other participants in the financing.
- e. Review those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, federal tax law provisions applicable to the Bonds that are structured as exempt from federal income taxation, and securities law provisions applicable to the Bonds, as to completeness and accuracy.
- f. Assist the Clients in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.

Attorneys' Bond Opinion will be delivered by Attorneys on the date the Bonds are exchanged for their purchase price (the "Closing"). The Bond Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and, will represent Attorneys' judgment as to the proper treatment of the Bonds that are structured as tax-exempt bonds for federal income tax purposes. Attorneys' opinion is not binding on the Internal Revenue Service ("IRS") or the courts. Attorneys cannot and will not give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the "Code"), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Clients acknowledge that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds that are structured as tax-exempt bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds that are structured as tax-exempt bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds that are structured as tax-exempt bonds. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Opinion, Attorneys will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the Clients with applicable laws relating to the Bonds.

Section 3. Scope of Engagement as Disclosure Counsel. Attorneys shall perform all the following services as disclosure counsel in connection with the issuance and sale of the Bonds:

- a. Prepare the Official Statement (both preliminary and final) or other disclosure documents in connection with the offering of the Bonds.
- b. Confer and consult with the officers and administrative staff of the Clients as to matters relating to the Official Statement.
- c. Attend all meetings of the Clients and any administrative meetings at which the Official Statement is to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement, or when specifically requested by the Clients to attend.
- d. On behalf of the Clients, review the bond purchase contract that is prepared by counsel to the underwriter pursuant to which the Bonds will be sold to the underwriter, and prepare a continuing disclosure certificate of the City to assist the underwriter with complying with Securities and Exchange Commission Rule 15c-12.
- e. Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the Clients and the underwriter that, although Attorneys are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and make no representation that Attorneys have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Attorneys' attention that cause Attorneys to believe that the Official Statement (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning the Bond Insurance Policy and the Insurer, and information concerning the Depository Trust Company and the book-entry system for the Bonds, contained or incorporated by reference in the Official Statement and the appendices to the Official Statement, which Attorneys will expressly exclude from the scope of this sentence) as of the date of the Official Statement or the date hereof contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 4. Excluded Services. Our duties in this engagement are limited to those expressly set forth above in Sections 2 and 3, except as expressly set forth in a written amendment to this Agreement. Among other things, our duties do not include:

- a. Preparing requests for tax rulings from the Internal Revenue Service, or "no-action" letters from the Securities and Exchange Commission.
- b. Preparing blue sky or investment surveys with respect to the Bonds.
- c. Drafting state constitutional or legislative amendments.

- d. Pursuing test cases or other litigation, such as contested validation proceedings, except as set forth above.
- e. Making an investigation or expressing any view as to the creditworthiness of the Clients, the Bonds or any insurer.
- f. After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- g. Representing the Clients in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, unless specifically requested to do so by Clients, and agreed to by Attorneys, providing continuing advice to the Clients or any other party concerning any actions that need to be taken regarding the Bonds that are structured as tax-exempt bonds; e.g., actions necessary to assure that interest paid on the Bonds that are structured as tax-exempt bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds that are structured as tax-exempt bonds).
- i. Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the Clients may choose as an investment vehicle for the proceeds of the Bonds, unless the Clients and Attorneys agree on the terms of such review and compensation for such review.
- j. Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products, such as an interest rate swap agreement, that the Clients may choose to enter in connection with the issuance of the Bonds, unless the Clients and Attorneys agree on the terms of such review and compensation for such review.
- k. Reviewing and reporting on compliance by Clients on historical continuing disclosure practice. The underwriter will commission a report on which Attorneys will rely.
- l. Addressing any other matter not specifically set forth in Section 2 and 3 that is not required to render our Bond Opinion.

Section 5. Conflicts; Prospective Consent.

(a) Potential Conflict with Other Parties. Attorneys represent many political subdivisions, investment banking firms and financial advisory firms, including Samuel A. Ramirez, Inc. It is possible that during the time that Attorneys are representing the Clients, one or more of Attorneys' present or future clients will have transactions with the Clients. It is also possible that Attorneys may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for

such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify the Clients' consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

(b) Potential Conflict Between the Authority and the City. California Rule of Professional Conduct 1.7 provides in relevant part that a lawyer shall not, without informed written consent from each client and only if the lawyer believes they will be able to provide competent and diligent representation to each affected client and if the representation is not prohibited by law, represent a client if the representation is directly adverse to another client in the same or a separate matter.

California Rule of Professional Conduct Rule 1.6(a) also provides that, except in limited circumstances, a lawyer shall not reveal a client's confidential information unless the client gives informed consent.

Attorneys believe that they can provide competent and diligent representation to the Clients. Accordingly, Attorneys hereby request Clients' written consent to waive any and all actual and/or potential conflicts of interest in Attorneys' representation of the Clients in connection with the Bonds. Although we may represent the City or the Authority as bond counsel on other public financing transactions, we cannot and will not represent either the City or the Authority in a claim against the other. Execution of this Agreement will signify the Clients' waiver of any and all actual and/or potential conflicts of interest in our representation of the Clients in connection with the Bonds.

By waiving any conflicts of interest, Clients acknowledge and agree that any confidential communications with respect to these matters that the City or the Authority has made or may make in the future to Attorneys may be shared with the other parties. However, the privilege against disclosure of attorney-client communications will continue to exist with reference to any third parties. We would like to emphasize that the waiver of the attorney-client privilege described in this paragraph must be entirely voluntary on your part. Execution of this Agreement will signify the Clients' waiver of the attorney-client privilege as described in this paragraph.

Section 6. Compensation. For the bond counsel services of Attorneys under Section 2 above, the Clients shall pay Attorneys a fee equal to \$78,500. For the disclosure counsel services of Attorneys under Section 3 above, the Clients shall pay Attorneys a fee equal to \$55,000. The foregoing fees assume that the principal amount of the Bonds does not exceed \$15 million, and the Closing occurs by no later October 2025. If the actual principal amount of the Bonds or the Closing differ from such assumptions, the Clients agree to pay Attorneys additional fees for their services in amount to be determined by the Clients and Attorneys.

In addition, the Clients shall pay to Attorneys all expenses for travel, messenger and delivery service, photocopying, closing costs, and other costs and expenses incurred by Attorneys in connection with bond counsel services of Attorneys relating to the issuance of the Bonds, but not legal publication expenses, in an amount not to exceed \$2,500 in the aggregate. The Clients shall reimburse attorneys for all legal publication expenses without limit.

Payment of the fees and expenses is contingent upon issuance of the Bonds and payable from the proceeds of the Bonds. Attorneys' compensation is not set by law but is negotiable between Attorneys and Clients.

Section 7. Responsibilities of the Clients.

(a) General. The Clients will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the Clients, or otherwise deemed necessary by Attorneys to render an opinion upon the validity of the proceedings. During this engagement, Attorneys will rely on the Clients to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. Attorneys are not responsible for costs and expenses incurred incidental to the actual issuance and delivery of the Bonds, including the cost of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, and printing and publication costs.

(b) Federal Tax Law-Related Responsibilities. The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds that are structured as tax-exempt bonds. As a condition of Attorneys issuing their opinion, you will be required to make certain representations and covenants to comply with certain restrictions designed to ensure that interest on the Bonds that are structured as tax-exempt bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds that are structured as tax-exempt bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds that are structured as tax-exempt bonds. Attorneys' opinion will assume the accuracy of these representations and compliance with these covenants. Attorneys will not undertake to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds that are structured as tax-exempt bonds may adversely affect the value of, or the tax status of interest on, the Bonds that are structured as tax-exempt bonds. In this regard, the Clients agree to familiarize themselves with the relevant requirements and restrictions necessary for the Bonds that are structured as tax-exempt bonds to qualify for exemption from federal income taxation and to exercise due diligence both before and after issuance of the Bonds in complying with these requirements.

Section 8. Independent Contractor. Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the Clients.

Section 9. Assignment. Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the Clients.

Section 10. Confidentiality. The Attorneys will use unencrypted e-mail as the primary means of communication with the Clients, and the Clients shall inform the Attorneys of which e-mail address(es) the Attorneys should use for such communication. The Attorneys may also use cellular telephones (including smart phones) and facsimile machines to communicate with the Clients. Texting is not a preferred method of communication but may be used on a limited basis to communicate non-sensitive information to the Clients. The Attorneys will take reasonable steps to protect the confidentiality of communications between the Clients and the Attorneys, but, unless applicable law provides otherwise, the Attorneys will not be responsible for disclosures of the Clients' confidential information occurring from the use of such communication technologies. The

Clients agree to notify the Attorneys if the Clients have any requests or requirements regarding the Attorneys' methods of communication with the Clients that differ from the foregoing. Without limiting the foregoing, the Clients agree that the Attorneys may disclose the fact of their representation of the Clients, including in materials that the Attorneys use to describe their practices and expertise.

Section 11. Termination of Agreement. Unless terminated earlier by a party as described in the following sentence, this Agreement will terminate on the date the Bonds are issued. Either party may terminate this Agreement at any time for any reason by providing the other party written notice, subject, on the Attorneys' part, to the rules of professional conduct. No such termination, however, will relieve the Clients of the obligation to pay the legal fees owed to the Attorneys for services performed and other charges owed to the Attorneys through the date of termination. After termination of this Agreement, changes may occur in applicable laws or regulations that could have an impact upon the Clients' future rights and liabilities. Unless the Clients engage the Attorneys after termination of this Agreement to provide additional advice on issues relating specifically to the Bonds, Attorneys have no continuing obligation to advise the Clients with respect to future legal developments, whether relating to the Bonds or otherwise.

Section 12. Ownership of Documents. After this Agreement terminates, any otherwise nonpublic information the Clients have supplied to the Attorneys that is retained by the Attorneys will be kept confidential in accordance with applicable rules of professional conduct. At the Clients' request, the Attorneys will return the Clients' papers and property promptly after receipt of payment for any outstanding fees and costs. If the Clients do not make such a request within 90 days following the conclusion of the engagement set forth herein, the Clients agree and understand that any materials left with the Attorneys after the engagement ends may be retained or destroyed at the Attorneys' discretion.

Please note that "materials" include paper files and information in other storage media, including, but not limited to, voicemail, e-mail, and other electronic files, printer files, copier files, video files, and other formats. The Attorneys reserve the right to make, at their expense, copies of all documents generated or received by the Attorneys during their representation. These files include, for example, administrative records; internal lawyers' work product, such as drafts, notes, and internal memoranda; and legal and factual research, including memos and investigative reports prepared by or for the internal use of lawyers. The Attorneys will retain all documents for a certain period, but reserve the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the conclusion of the engagement set forth herein. This paragraph also applies to any client materials being held or stored by a third-party vendor.

Section 13. Agreement Contains all Understandings; Amendment. This document represents the entire and integrated agreement between Attorneys and the Clients and supersedes all prior negotiations, representations, and agreements, either written or oral. This document may be amended only by written instrument, signed by the Clients and Attorneys.

Section 14. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

Section 15. Governing Law. This Agreement shall be governed by the laws of the State of California.

Section 16. Counterpart. This Agreement may be executed in several counterparts, each of which shall be original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Clients and Attorneys have executed this Agreement as of the date first above written.

CITY OF PARAMOUNT

By: _____
City Manager

PARAMOUNT PUBLIC FINANCE
AUTHORITY

By: _____
Executive Director

ANZEL GALVAN LLP

By: _____
Juan M. Galvan
Partner