

**FIRST AMENDMENT TO PROJECT FUND AGREEMENT**

This FIRST AMENDMENT TO PROJECT FUND AGREEMENT (this “First Amendment”) made and entered into as of April 1, 2024, by and among the COUNTY OF CONTRA COSTA, a political subdivision organized and existing under and by virtue of the laws of the State of California (the “County”), the CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, a fire protection district organized and existing under and by virtue of the laws of the State of California (the “District”) and COMPUTERSHARE TRUST COMPANY, N.A., (the “Trustee”) as successor to Wells Fargo Bank, N.A. (the “Prior Trustee”), amends, in part, that certain Project Fund Agreement dated as of March 1, 2021 (the “Original Project Fund Agreement”);

**WITNESSETH:**

**WHEREAS**, the County, the District and the Prior Trustee previously entered into the Original Project Fund Agreement for the purpose of assisting the District in financing certain capital improvement projects by depositing moneys into the Project Fund; and

**WHEREAS**, the Trustee, by virtue of its acquisition of the trustee services of the Prior Trustee, now serves as the trustee under the Original Project Fund Agreement; and

**WHEREAS**, at the time of the execution and delivery of the Original Project Fund Agreement, the funds held in the Project Fund were expected to be expended by March 1, 2024; and

**WHEREAS**, under Section 1(c) of the Original Project Fund Agreement, any moneys remaining in the Project Fund after March 1, 2024 were to be transferred to the County for application to certain amounts owed under the Installment Sale Agreement; and

**WHEREAS**, because of a delay in spending the funds in the Project Fund, the County and the District now desire to amend Section 1(c) of the Original Project Fund Agreement to change the expenditure deadline to March 1, 2026;

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

**Section 1. Amendment to Section 1(c).** Section 1(c) of the Original Project Fund Agreement is stricken in its entirety and the following substituted therefor:

“Unless the Project Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Project Fund shall be disbursed by the Custodian in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from the County, as is more fully described in Section 2 hereof. If the amounts in the Project Fund are insufficient to pay such amounts, the District shall be solely responsible for the balance of the funds needed to complete the acquisition and construction of the Project. Any moneys remaining in the Project Fund after March 1, 2026 (the “Acquisition and Construction Period”) shall be applied as provided in Section 4 hereof.”

**Section 2. Execution in Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 3. Governing Law.** This First Amendment shall be construed and governed in accordance with the laws of the State of California.

**Section 4. No Other Amendments.** Except as amended by Section 1 above, all other provisions of the Original Project Fund Agreement shall remain in full force and effect.

**Section 5. Definitions.** Except as otherwise defined herein, or unless the context clearly otherwise requires, words and phrases defined in the Original Project Fund Agreement shall have the same meaning in this First Amendment.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year first above written.

CONTRA COSTA COUNTY

By: \_\_\_\_\_  
\_\_\_\_\_

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_

COMPUTERSHARE TRUST COMPANY, N.A., as  
successor trustee

By: \_\_\_\_\_  
Authorized Officer