FIRST AMENDMENT TO TRUST AGREEMENT

THIS FIRST AMENDMENT TO TRUST AGREEMENT (the "First Amendment") is entered into effective as of the 15th day of May, 2025, by and among the COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY (the "Authority"), the COUNTY OF CONTRA COSTA (the "County") and COMPUTERSHARE TRUST COMPANY, N.A., (the "Trustee") as successor trustee to Wells Fargo Bank, National Association, and amends that certain Trust Agreement, dated as of May 1, 2017 (the "Original Agreement" and together with this First Amendment, the "Agreement").

R E C I T A L S :

WHEREAS, the Authority and Wells Fargo Bank, National Association, entered into the Original Agreement for the purpose of facilitating the issuance of the Authority's Lease Revenue Bonds (Capital Projects) 2017 Series B (the "Bonds"); and

WHEREAS, the Bonds are secured by certain lease payments made by the County to the Authority under that certain Facilities Lease, dated as of May 1, 2017, by and between the County and the Authority; and

WHEREAS, under Section 9.01 of the Original Agreement, the terms of the Original Agreement may be amended by a Supplemental Trust Agreement upon the consent of the owner of the Bonds; and

WHEREAS, the current owner of the Bonds is DNT Asset Trust ("DNT"); and

WHEREAS, under the terms of the Original Agreement, the Bonds may not be optionally prepaid by the Authority; and

WHEREAS, the County, the Authority and DNT desire to amend the Original Agreement for the purpose of permitting the Bonds to be optionally redeemed as set forth herein; and

WHEREAS, the parties hereto intend that this First Amendment constitutes a Supplemental Trust Agreement under the terms of the Original Agreement; and

WHEREAS, DNT has provided the necessary consent required for this First Amendment to become effective, a copy of which is set forth in Exhibit A hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.

2. Amendment to Section 4.02. Section 4.02 of the Original Agreement is hereby stricken in its entirety and the following substituted therefor:

"SECTION 4.02 Optional Redemption. The Bonds shall be subject to optional redemption in full prior to maturity on May 15, 2025, or any other Business Day thereafter occurring on or prior to June 13, 2025, at a redemption price equal to the principal amount thereof, together with accrued interest to such redemption date, without premium other than as may be required under the terms

and conditions of the continuing Covenant Agreement (including, without limitation, Section 3.07(b) thereof)."

3. Incorporation into Original Agreement. Except as expressly amended hereby, all provisions of the Original Agreement remain in full force and effect, and this First Amendment is incorporated as a part of the Original Agreement to comprise the Agreement in effect as of the date hereof.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument. This Agreement may be delivered by the exchange of signed signature pages by facsimile transmission or by attaching a pdf copy to an email, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY

By: _____
_____
_____

ATTESTED:

_____
_____
_____

COMPUTERSHARE TRUST COMPANY, N.A.

By: _____
_____
_____

ACKNOWLEDGED:

COUNTY OF CONTRA COSTA

_____
_____
_____

EXHIBIT A

EXECUTED CONSENT OF DNT ASSET TRUST