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May 16, 2017

Sharon L. Anderson
County Counsel
County of Contra Costa
County Counsel's Office
651 Pine Street, 9th Floor
Martinez, CA 94553

Dear Ms. Anderson:

The County of Contra Costa (the "County") has asked Nixon Peabody LLP (the "Firm") to represent the County as bond counsel for the issuance of lease revenue bonds (the "Bonds") to finance a new administration building and a new emergency operations center (the "County Matter"). JPMorgan Chase Bank, N.A., or an affiliated entity (collectively, "JPMorgan"), is the expected purchaser of the Bonds. We have been authorized to disclose to you that the Firm represents JPMorgan with respect to various unrelated matters, including financings for businesses and state and local government agencies other than the County. The factual and legal issues likely to arise in the work that the County has asked us to do on the County Matter are unrelated to the work we are presently doing or appear likely to do for JPMorgan.

Under the ethics rules that apply to all lawyers, the Firm may not oppose a current client, even on an unrelated matter, without informed consent. This means that we must explain to both JPMorgan and the County the risks and reasonably available alternatives of consenting and that we cannot proceed unless both JPMorgan and the County consent.

In deciding whether to consent, you should consider how our representation of JPMorgan as described above could or might affect the County. For example, clients that are asked to waive or consent to conflicts typically should consider whether there is any material risk that "their" attorney will be less zealous or eager on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information will be used adversely to them due to the conflict. The County matter and the existing matters in which we represent JPMorgan are wholly unrelated and will be handled by different lawyers within the Firm. For these reasons, we do not believe that there is any material risk that our commitment and dedication to the County's interests will be adversely affected, and we believe that we will be able to provide competent and diligent representation to the County in the County Matter. Nevertheless, these are issues that you should consider for yourself.

In connection with the Firm's duty of loyalty to its clients, it has an obligation to share any information it may have that is relevant to the representation. In this case, however, that duty conflicts with the Firm's obligation to maintain the confidentiality of information of its other client, JPMorgan. Therefore, by granting your consent, the County will be agreeing that we will not provide confidential information of JPMorgan to the County even though it may be material to the County's interests.

We agree that any privileged, sensitive, proprietary, or other confidential information of a nonpublic nature acquired by us as a result of our representation of the County will not be transmitted to or shared with JPMorgan or our lawyers who may be involved in the representation of JPMorgan.

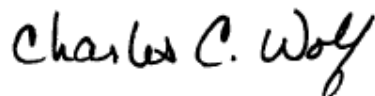
Through this consent, the County agrees that the Firm may continue to represent JPMorgan in other matters not involving the County and may represent the County in other matters not involving JPMorgan. If any litigation, arbitration or other adversary proceeding or claim arises between JPMorgan and the County with respect to the County matter, the Firm will not act as counsel to either JPMorgan or the County with regard to any such proceeding.

This is an important decision, and we suggest that you consider consulting independent counsel to assist you in deciding whether to consent. There is no requirement that you do so, and whether you consult such counsel is your decision.

Please review this matter carefully. If you have any questions that you would like me to answer prior to reaching a decision on this issue, please let me know. If the County is willing to consent after such review as you believe appropriate, please sign this letter in the space provided below and return it to me.

Thank you for your consideration of this matter.

Sincerely,



Charles C. Wolf

The County of Contra Costa hereby consents to the terms of representation set forth above:

For the County of Contra Costa

Date: _____

By: _____

Name: Sharon L. Anderson

Title: County Counsel