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January 9, 2020

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Sharon L. Anderson
County Counsel
County of Contra Costa
651 Pine Street, 9th Floor
Martinez, CA 94553-1229

Re: County of Contra Costa Public Finance Authority 2020A Lease Revenue Bonds

Dear Ms. Anderson:

Pursuant to the appointment by the County of Contra Costa (the "County") of Schiff Hardin LLP (the "Firm") as disclosure counsel to the County, we will represent the County with regard to the issuance of the County of Contra Costa Public Finance Authority 2020A Lease Revenue Bonds (the "Bonds") (the "Proposed Matter"). As you know, Barclays PLC ("Barclays") has been selected as the underwriter of the Bonds. Accordingly, we wish to bring to your attention the Firm's representation of Zedra Trust Company (Jersey) Limited ("Zedra Trust"), a subsidiary of Barclays, in bankruptcy matters that are unrelated to the Proposed Matter. Please know the factual and legal issues likely to arise with regard to the services the County has asked us to perform on the Proposed Matter are unrelated to the services we are performing or anticipate performing for Zedra Trust.

Although Barclays is not considered an adverse party in the Proposed Matter, we believe our professional obligations require that we advise the County that Schiff represents Zedra Trust, a subsidiary of Barclays, in unrelated matters that do not involve the County and obtain its consent to representation by Schiff in the Proposed Matter in light of this information and waiver of any claim of conflict of interest arising from such concurrent representations.

In deciding whether to consent, the County should consider how our representation of Zedra Trust as described above could or might adversely affect its interests in the Proposed Matter. For example, clients that are asked to waive claims of conflict of interest 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 issue. Similarly, clients should consider whether there is any material risk that their confidential information will be used adversely to them in light of the conflict. The Proposed Matter and the pending matters in which we represent Zedra Trust are completely 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 are confident we will be able to provide competent and diligent representation to the County in the Proposed Matter. Nevertheless, these are issues the County should consider.

In connection with the Firm's duty of loyalty to clients, Schiff 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, Zedra Trust. Therefore, before



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granting consent, the County must understand that we will not provide confidential information of Zedra Trust to the County, even if such information may be material to the County's interests.

Similarly, we assure you 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 Zedra Trust, Firm lawyers who may be involved in the representation of Zedra Trust or any other Firm client.

Through this communication, the County is being asked to consent to representation by Schiff Hardin in the Proposed Matter and waive any claim of conflict of interest arising from the Firm's concurrent unrelated representation of Zedra Trust and/or its affiliates in bankruptcy or other potential matters that do not involve the County. If any litigation, arbitration or other adversary proceeding or claim arises between Barclays and the County concerning the Proposed Matter, the Firm will not act as counsel to either Barclays or the County with regard to such proceedings.

The decision of whether to provide the requested consent is important. The County should feel free to consult independent counsel on the issue, if it desires.

Please review this letter carefully. If the County has questions prior to reaching a decision on these issues, please let me know. Otherwise, after careful consideration of the foregoing, if the County is willing to consent to representation by Schiff Hardin in the Proposed Matter and waive any claim of conflict of interest arising from the Firm's concurrent unrelated representation of Zedra Trust and/or its affiliates in bankruptcy or other matters that do not involve the County, please sign and return a copy of this letter or send me an e-mail, indicating the County consents to these terms.

Thank you for your consideration. We very much look forward to representing the County on this matter.

Sincerely,

Jacquelynne M. Jennings

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

COUNTY OF CONTRA COSTA

By: _____
Sharon L. Anderson
County Counsel

Date: _____