



March 10, 2021

John C. Beiers
County Counsel
County of San Mateo
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Dear John:

Reference is made to the Professional Services Agreement (the “Agreement”), by and among the County of San Mateo (the “County”), the San Mateo County Joint Powers Financing Authority (the “Authority”) and Norton Rose Fulbright US LLP (the “Firm”) to be presented to the Board of Supervisors on March 10, 2021, of which this fee letter supplement is a part.

This fee letter supplement will serve to memorialize our retention as disclosure counsel in connection with the issuance of (i) lease revenue bonds for the purpose of financing construction of the Cordilleras Mental Health Center and potentially a refunding of outstanding lease revenue bonds of the Authority (collectively, the “Lease Revenue Bonds”) and (ii) with respect to disclosure counsel services provided upon request by the County in connection with certain voluntary disclosures of the County Services provided by the Firm to the County will be subject to the terms of the Agreement.

Our fees will be based upon the following budget components:

- Disclosure Counsel services (including drafting of the Official Statement, drafting required supplements to the Official Statement for the Lease Revenue Bonds, drafting continuing disclosure agreements for the Lease Revenue Bonds and delivery of our standard disclosure counsel opinion with respect to the Lease Revenue Bonds).

Total Budget for Disclosure Services for Lease Revenue Bonds: **\$120,000**

- Disclosure Counsel services provided upon request by the County in connection with certain ongoing voluntary disclosures of the County.

Total Budget for Disclosure Services for ongoing voluntary disclosures: **\$ 30,000**

Total Overall Budget: **\$150,000**

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Among other assumptions, the budget assumes that the Lease Revenue Bonds will be issued in two series in short succession, *i.e.*, within 30 days. If only one official statement is required, our budget for the Lease Revenue Bonds Disclosure Counsel services would be limited to \$90,000. The budget amounts stated herein are considered to be not-to-exceed ("Not-to-Exceed") amounts, which amounts shall be the maximum amount payable and shall not be exceeded unless adjusted by an amendment to the Agreement. A proposed separate fee letter supplement to amend the Agreement will be developed for the County's review and approval concerning any potential additional issuances of lease revenue bonds as "forwards" or if there are any material changes from the financing plan as assumed.

Any payment exceeding this budget would be subject to the discretion of County Counsel and appropriate documentation by the Firm. We will promptly inform the County if unanticipated, material events occur which would cause the budget to change and will provide a proposed separate fee letter supplement to amend the Agreement for the County's review and approval. In the event that the County elects not to proceed with the issuance the Lease Revenue Bonds due to a change in interest rate (market) conditions, we would request that the County pay us a breakage fee (representing a discounted value of our services) to be negotiated in good faith. Such negotiations would be based upon an assumed "blended rate" for attorneys as provided in the Agreement. Our out-of-pocket expenses, including transcript costs, travel, federal express and similar costs consistent with the County's policies will be added to this budget but the aggregate of any such expenses together with our actual fees cannot exceed the maximum Not-to-Exceed amount stated herein .

If this arrangement is satisfactory to you, please return to us a copy of this letter executed by an authorized officer of the County.

Respectfully submitted,

Norton Rose Fulbright US LLP



By: Eric D. Tashman, Partner

Accepted and Agreed this ____ day of March, 2021

COUNTY OF SAN MATEO

By: _____

Name: John C. Beiers

Title: County Counsel