

**City and County of San Francisco
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
CITY AND COUNTY OF SAN FRANCISCO**

and

**JEFFERIES LLC
For Investment Banking Services**

THIS AMENDMENT (“First Amendment”) is made as of September 18, 2022, in San Francisco, California, by and between **Jefferies LLC**, a Delaware limited liability company (“Jefferies”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Office of the City Attorney (“City Attorney”).

This Agreement is made with reference to the following facts and circumstances:

Jefferies and the City have entered into an Agreement dated May 17, 2019, and the parties want to modify the Agreement to extend the term.

Upon execution of this First Amendment, the parties will continue performance of the agreement under the revised terms contained herein.

NOW, THEREFORE, Jefferies and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

- 1.1 Agreement.** The term “Agreement” shall mean the Agreement dated May 17, 2019.
- 1.2 Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modification to the Term of the Agreement

The Agreement is hereby modified as follows:

- 2.1 2 Term.** Section 2 Term currently reads:

2 Term. The term of this Agreement (“Term”) shall commence upon the execution of this Agreement by both the City and Jefferies no later than May 17, 2019, and this Agreement will remain in full force and effect (and will not be deemed completed) until the earlier of (i) September 17, 2022, or (ii) the total fees and reimbursable amounts payable under this

Agreement reach the maximum fee amount set forth on Appendix B, unless sooner terminated under Section 6 of this Agreement. This Agreement may be extended by mutual written agreement of the City Attorney and Jefferies as provided in Section 22.4 of this Agreement.

Such section is hereby amended in its entirety to read as follows:

2 Term. The term of this Agreement ("Term") shall commence upon the execution of this Agreement by both the City and Jefferies no later than May 17, 2019, and this Agreement will remain in full force and effect until the earlier of (i) March 31, 2023, or (ii) the total fees and reimbursable amounts payable under this Agreement reach the maximum fee amount set forth on Appendix B, unless sooner terminated under Section 6 of this Agreement. This Agreement may be extended by mutual written agreement of the City Attorney and Jefferies as provided in Section 22.4 of this Agreement.

Article 3 Legal Effect

Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

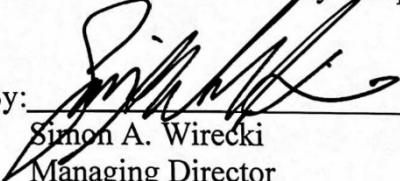
CITY AND COUNTY OF
SAN FRANCISCO

DAVID CHIU
City Attorney

JEFFERIES LLC

a Delaware limited liability company

By: _____
Katharine Hobin Porter
Managing Attorney

By: 
Simon A. Wirecki
Managing Director