

Recording requested by
and return to:

SAN MATEO COUNTY JOINT
POWERS FINANCING AUTHORITY
c/o Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, California 94105
Attn: Lauren Herrera, Esq.

Exempt from Recording Fee Pursuant to
Government Code Section 6103

FIRST AMENDMENT TO SITE LEASE

between the

COUNTY OF SAN MATEO

and the

SAN MATEO COUNTY JOINT
POWERS FINANCING AUTHORITY

Dated as of June 1, 2021

(Amending the Site Lease dated as of April 1, 2014)

TABLE OF CONTENTS

	Page
Section 1.....	1
Section 2.....	1
Section 3.....	1
Section 4.....	2
Section 5.....	2
Section 6.....	2
Section 7.....	2
Section 8.....	2
EXHIBIT A – Additions to Demised Premises	A-1
EXHIBIT B - Lease Terms of Projects.....	B-1

FIRST AMENDMENT TO SITE LEASE

This First Amendment to Site Lease, dated as of June 1, 2021 between the COUNTY OF SAN MATEO, a political subdivision organized and existing under and by virtue of the laws of the State of California (the "County"), as lessor, and the SAN MATEO COUNTY JOINT POWERS FINANCING AUTHORITY (the "Authority"), as lessee, a joint exercise of power authority, duly organized and existing pursuant to an Agreement, dated May 15, 1993, entitled "Joint Exercise of Powers Agreement by and between the County of San Mateo and Community Development Commission of the County of San Mateo";

W I T N E S S E T H

WHEREAS, this First Amendment to Site Lease is entered into in order to amend in certain respects a lease between the County and the Authority entitled "Site Lease," dated as of April 1, 2014 and recorded on May 13, 2014, in the office of the County Recorder of the County, under Recorder's Serial No. 2014-041379 (as amended from time to time, the "Site Lease") and to add to the property leased pursuant to the Site Lease certain additional real property on which County hospital and health facilities known as the "Cordilleras Mental Health Center" ("2021 Project") will be constructed (capitalized terms used herein and not otherwise defined herein have the meanings assigned thereto by the Site Lease);

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. This First Amendment to Site Lease shall become effective on the date of recordation of this instrument in the office of the County Recorder of the County, and such date of commencement shall be hereinafter referred to as the "effective date."

Section 2. From and after the effective date of this instrument, the County, for good and valuable consideration, the sufficiency of which is hereby acknowledged, hereby leases to the Authority, and the Authority hereby leases from the County, the real property described in Exhibit A hereto, which real property is hereby added to the Demised Premises leased pursuant to the Site Lease. The Authority agrees to finance, acquire, construct and improve certain public capital improvements and to lease the improvements associated with 2021 Project (consisting of construction of the new Cordilleras Mental Health Center, as more fully described in the Facility Lease) back to the County pursuant to the Facility Lease.

Section 3. Section 2 of the Site Lease is hereby amended as follows:

"Term. The term of this Site Lease shall commence on May 13, 2014, and shall end with respect to the Facilities or the designated portion thereof on the respective dates specified in Exhibit B hereto with respect thereto, unless such term is extended or sooner terminated as hereinafter provided. If on the termination date the Base Rental Payments and all other amounts then due under the Facility Lease with respect to such identified Facilities or portion thereof shall not be fully paid, or if the rental thereunder shall have been abated at any time and for any reason, then the term of this Site Lease with respect to such Projects shall be extended ten (10) days

after the Base Rental Payments attributable to the respective Projects and all other amounts related thereto then due under the Facility Lease with respect to such Facilities, shall be fully paid, except that the term of this Site Lease with respect to the related Projects shall in no event be extended beyond the maximum extension date for such Projects identified in Exhibit B hereto with respect to such identified Facility. If prior to such date the Base Rental Payments necessary to retire the Bonds related to such Base Rental Payments and all other amounts then due under the Facility Lease, shall be fully paid, or provisions therefor made, the term of this Site Lease shall end ten (10) days thereafter or upon written notice by the County to the Authority, whichever is earlier.”

Section 4. Section 4 of the Site Lease is hereby amended as follows:

“Purpose. The Authority shall use the Facilities solely for the purpose of leasing the Facilities to the County pursuant to the Facility Lease and for such purposes as may be incidental thereto; provided, that in the event of default by the County under the Facility Lease, the Authority may exercise the remedies provided in the Facility Lease.”

Section 5. The amendments in this Section 5 shall become effective when the 2014 Series A Bonds issued under the Trust Agreement are no longer Outstanding. The purchase of the Series 2021 Bonds and of Bonds issued pursuant to the Trust Agreement after the effective date of this First Supplemental Site Lease shall constitute the consent of such purchasers, as Bondholders, to the amendments in this Section 5. Section 23 is hereby added to the Site Lease as follows:

“Governing Law. This Site Lease shall be governed exclusively by the provisions hereof and by the laws of the State as the same from time to time exist.”

Section 6. Except as in this First Amendment to Site Lease expressly provided, the Site Lease shall continue in full force and effect in accordance with the terms and provisions thereof, as previously amended and as amended hereby.

Section 7. If one or more of the terms, provisions, covenants or conditions of this First Amendment to Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this First Amendment to Site Lease shall be affected thereby, and each provision of this First Amendment to Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 8. This First Amendment to Site Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Authority have caused this First Amendment to Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY OF SAN MATEO,
Lessor

By _____
Name: Roberto Manchia
Title: Budget Director

SAN MATEO COUNTY JOINT POWERS
FINANCING AUTHORITY,
Lessee

By _____
Name: Paul T. Scannell
Title: President

EXHIBIT A

Additions to Demised Premises

2021 Project

(Cordilleras Mental Health Center, San Mateo County, California)

All that certain real property situated in the County of San Mateo, State of California, described as follows:

[To come]

EXHIBIT B

Lease Terms of Projects

<u>Projects</u>	<u>Term</u>	<u>Maximum Extension</u>
2014 Project	June 15, 2037	June 15, 2047
2021 Project	[2021 Term]	[2021 Extended Term]

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance dated [Closing Date] is entered into by the San Mateo County Joint Powers Financing Authority (the “Authority”), a joint exercise of power authority, duly organized and existing pursuant to an Agreement, dated May 15, 1993, entitled “Joint Exercise of Powers Agreement by and between the County of San Mateo and Community Development Commission of the County of San Mateo”.

WITNESSETH

In consideration of the covenants herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority does hereby agree as follows:

The interest in real property leased by the County to the Authority, under the First Amendment to Site Lease, dated as of June 1, 2021, is hereby accepted by order of the undersigned officer on behalf of the Authority pursuant to authority conferred by Resolution No. [_____] of the Authority adopted on May 26, 2021, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, the Authority has executed this Certificate of Acceptance as of the date first written above.

SAN MATEO COUNTY JOINT
POWERS FINANCING AUTHORITY

By _____
Paul T. Scannell
President

CONSENT OF TRUSTEE

The undersigned, as trustee under the Trust Agreement dated as of April 1, 2014, as amended, between the San Mateo County Joint Powers Financing Authority (the "Authority") and the trustee hereby acknowledges and consents to the execution and delivery of the First Amendment to Site Lease dated as of June 1, 2021, between the County of San Mateo (the "County") and the Authority, relating to the Site Lease, dated as of April 1, 2014, between the County and the Authority.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer