

SIXTH AMENDMENT TO MASTER SITE LEASE

This Sixth Amendment to Master Site Lease, dated as of [November] 1, 2018 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 Sixth Amendment to Master Site Lease is entered into in order to amend in certain respects a lease between the County and the Authority entitled “Master Site Lease (San Mateo County Health Center),” dated as of April 15, 1994 and recorded on May 18, 1994, in the office of the County Recorder of the County, under Recorder’s Serial No. 94089151, as amended by the First Amendment to Master Site Lease, dated as of April 1, 1995 and recorded on April 4, 1995 in the office of the County Recorder of the County under Recorder’s Serial No. 95-033034, the Second Amendment to Master Site Lease, dated as of December 1, 1997 and recorded on January 14, 1998 in the office of the County Recorder of the County under Recorder’s Serial No. 98-005126, the Third Amendment to Master Site Lease, dated as of January 1, 1999 and recorded on February 11, 1999 in the office of the County Recorder of the County under Recorder’s Serial No. 99-024505, the Fourth Amendment to Master Site Lease, dated as of September 1, 2001 and recorded on September 18, 2001 in the office of the County Recorder of the County under Recorder’s Serial No. 2001-146479, the Fifth Amendment to Master Site Lease, dated as of July 1, 2013 and recorded on August 6, 2013 in the office of the County Recorder of the County under Recorder’s Serial No. 2013-113882, and that Partial Release of Property, dated as of November 1, 2003 and recorded on November 17, 2003 under Recorder’s Serial No. 2003-325822 (collectively, the “Master Site Lease”) and to add to the property leased pursuant to the Master Site Lease certain additional real property on which County public safety facilities known as the “Regional Operations Center” (“Project Phase XIII”) will be constructed and to release from the property leased pursuant to the Master Site Lease, certain property generally described as the North County Satellite Health Clinic, a portion of Project Phase IX (capitalized terms used herein and not otherwise defined herein have the meanings assigned thereto by the Master Site Lease);

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. This Sixth Amendment to Master 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 Master Site Lease. The Authority agrees to acquire, construct and improve certain public

capital improvements and to lease the real property associated with Project Phase XII (consisting of real property on which the County’s Medical Center Administration Building is located) and Project Phase XIII back to the County pursuant to the Facility Lease.

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

“(a) Term. The term of this Lease commenced on May 18, 1994, and shall end on the respective dates specified in Exhibit C hereto for the respective Project Phases or the designated portion thereof, 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 hereunder with respect to the Project Phases related thereto, shall not be fully paid, or if the rental payable hereunder shall have been abated at any time and for any reason, then the term of this Lease with respect to such Project Phases shall be extended ten (10) days after the Base Rental Payments attributable to the respective Project Phases and all other amounts then due hereunder with respect to such Project Phases, shall be fully paid, except that the term of this Lease with respect to the related Project Phases shall in no event be extended beyond the maximum extension date for such Project Phases identified in Exhibit C hereto. If prior to such date, the Base Rental Payments or all the Bonds payable therefrom and all other amounts then due hereunder, shall be fully paid, or provision therefor made, the term of this Lease shall end ten (10) days thereafter or upon written notice by the County to the Authority, whichever is earlier.”

Section 4. On the effective date hereof, the portion of the Demised Premises known as Project Phase IX (“North County Satellite Health Clinic”) (as further described in Exhibit B hereto) shall be released from this Master Site Lease in accordance with the provisions of the Master Facility Lease. Following such release, the Demised Premises under the Master Site Lease will consist of the following Phases of the Project:

- (i) Project Phase I to IV, San Mateo County Health Center;
- (ii) Project Phase VIII, County Office Building;
- (iii) Project Phase X, Crime Lab;
- (iv) Project Phase XI, Skylonda Fire Station;
- (v) Project Phase XII, Medical Center Administration Building; and
- (vi) Project Phase XIII, Regional Operations Center.

Section 5. Except as in this Sixth Amendment to Master Site Lease expressly provided, the Master 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 6. If one or more of the terms, provisions, covenants or conditions of this Sixth Amendment to Master 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 Sixth Amendment to Master Site Lease shall be affected thereby, and each provision of this Sixth Amendment to Master Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 7. This Sixth Amendment to Master 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 Sixth Amendment to Master 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

Project Phase XIII

(Regional Operations 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

Release from Demised Premises

Project Phase IX
(North County Satellite Health Clinic)

[To come]

EXHIBIT C

Lease Terms of Project Phases

| Project Phase | Term | Maximum Extension |
|---------------|------|-------------------|
|---------------|------|-------------------|

CONSENT OF TRUSTEE

The undersigned, as trustee under the Trust Agreement dated as of April 15, 1994, 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 Sixth Amendment to Master Site Lease dated as of [November] 1, 2018, between the County of San Mateo (the “County”) and the Authority, relating to the Master Site Lease (San Mateo Health Center), dated as of April 15, 1994, between the County and the Authority.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

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

SIXTH AMENDMENT TO MASTER SITE LEASE

between the

COUNTY OF SAN MATEO

and the

SAN MATEO COUNTY JOINT
POWERS FINANCING AUTHORITY

Dated as of [November] 1, 2018

(Amending the Master Site Lease (San Mateo County
Health Center) dated as of April 15, 1994)
