OH&S Draft: 05/10/2021

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

#### SEVENTH AMENDMENT TO MASTER 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 Master Site Lease (San Mateo County Health Center) dated as of April 15, 1994)

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#### SEVENTH AMENDMENT TO MASTER SITE LEASE

This Seventh Amendment to Master 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";

## WITNESSETH

WHEREAS, this Seventh 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, the Sixth Amendment to Master Site Lease, dated as of November 1, 2018 and recorded on November 14, 2018 in the office of the County Recorder of the County under Recorder's Serial No. 2018-088712, 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, as amended from time to time, the "Master Site Lease") (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:

<u>Section 1.</u> This Seventh 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."

<u>Section 2.</u> The 2021 Bond Insurer is a third-party beneficiary to the Site Lease.

<u>Section 3.</u> Except as in this Seventh 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 4. If one or more of the terms, provisions, covenants or conditions of this Seventh 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 Seventh Amendment to Master Site Lease shall be valid and enforceable to the fullest extent permitted by law.

<u>Section 5.</u> This Seventh 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 Seventh 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

## **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 Seventh Amendment to Master Site Lease dated as of June 1, 2021, 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
Ву
Authorized Officer