

FOURTH AMENDMENT TO REIMBURSEMENT AGREEMENT

This Fourth Amendment to Reimbursement Agreement dated [February 1, 2021] (this “*Amendment*”), among Wells Fargo Bank, National Association, a national banking association (the “*Bank*”), the City of San Mateo Joint Powers Financing Authority (the “*Authority*”) and the City of San Mateo (the “*City*”).

WITNESSETH

WHEREAS, the Authority, the City and the Bank have heretofore entered into that certain Reimbursement Agreement dated as of February 1, 2009 (as amended, supplemented or otherwise modified from time to time, the “*Agreement*”), in connection with the issuance by the Bank of its Letter of Credit No. NZS634139 to support the Authority’s Variable Rate Demand Lease Revenue Bonds (Public Safety Project) Series 2007A (the “*Bonds*”); and

WHEREAS, in connection with the Agreement, the Authority, the City and the Bank have entered into that certain Amended and Restated Fee Agreement dated March 20, 2018, with respect to certain fees payable by the City to the Bank; and

WHEREAS, the City has requested that the Bank agree to extend the Expiration Date and to make certain other amendments to the Agreement, and the Bank has agreed to such extension and such other amendments on the terms more fully described herein; and

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

Upon satisfaction of the conditions precedent set forth in Section 3 hereof, the Agreement is hereby amended as follows:

1.01. Section 6A of the Agreement is hereby amended by the addition of a new Section 6A(m) thereto to read as follows:

(m) Anti-Money Laundering and Anti-Corruption Laws; Sanctions.

(i) (1) Each member of the Borrowing Group has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Anti-Money Laundering Laws and Anti-Corruption Laws; and (2) to the best of the City’s knowledge, after due care and inquiry, no member of the Borrowing Group is under investigation for an alleged violation of Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such laws.

(ii) (1) No member of the Borrowing Group is a Sanctioned Target; (2) no member of the Borrowing Group is owned or controlled by, or is acting or purporting to act for or on behalf of, directly or indirectly, a Sanctioned Target; (3) each member of the Borrowing Group has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure

compliance with Sanctions; and (4) to the best of City's knowledge, after due care and inquiry, no member of the Borrowing Group is under investigation for an alleged violation of Sanction(s) by a governmental authority that enforces Sanctions. The City shall notify the Bank in writing not more than one (1) Business Day after first becoming aware of any breach of this Section 6A(m).

1.02. Section 7(d) of the Agreement is hereby amended and restated in its entirety to read as follows:

(d) **Compliance with Laws.** The City shall comply, in all material respects, with all applicable laws, ordinances, rules, regulations, and requirements of governmental authorities except where the necessity of compliance therewith is contested in good faith by appropriate proceedings; provided, however, that the foregoing shall not require compliance with any such law, ordinance, rule, regulation and/or requirement so long as failure to comply shall not have a material adverse effect on the condition of the City and its ability to perform its obligations under this Agreement and the Related Documents. Notwithstanding the foregoing, the City shall, and the City shall ensure that each member of the Borrowing Group shall, comply with Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws.

1.03. Section 7 of the Agreement is hereby further amended by the addition of new Sections 7(t) and (u) thereto to read as follows:

(t) **Use of Proceeds.**

(i) ***Anti-Money Laundering and Anti-Corruption Laws.*** The City shall not, and shall ensure that each member of the Borrowing Group shall not, directly or indirectly use any of the proceeds of the Letter of Credit to fund, finance or facilitate any activities, business or transactions that would be prohibited by Anti-Money Laundering Laws or Anti-Corruption Laws.

(ii) ***Sanctions.*** The City shall not, and shall ensure that each member of the Borrowing Group shall not, directly or indirectly use any of the proceeds of the Letter of Credit to fund, finance or facilitate any activities, business or transactions: (A) that are prohibited by Sanctions, (B) that would be prohibited by U.S. Sanctions if conducted by a U.S. Person, or (C) that would be prohibited by Sanctions if conducted by the Bank, or any other party to this Agreement. The City shall notify the Bank in writing not more than one (1) Business Day after first becoming aware of any breach of this Section 7(t).

(u) **Source of Repayment and Collateral.** The City shall not fund any repayment of the Letter of Credit with proceeds, or provide as collateral any property, that is directly or indirectly derived from any transaction or activity that is prohibited by Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, or that could otherwise cause the Bank or any other party to this Agreement to be in violation of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws.

1.04. Section 17 of the Agreement is hereby amended by the addition of the following defined terms to be inserted in the appropriate alphabetical order to read as follows:

“Anti-Corruption Laws” means: (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended; (b) the U.K. Bribery Act 2010, as amended; and (c) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the City or any member of the Borrowing Group is located or doing business.

“Anti-Money Laundering Laws” means applicable laws or regulations in any jurisdiction in which the City or any member of the Borrowing Group is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“Borrowing Group” means: (a) the City, (b) any affiliate or subsidiary of the City and (c) any officer, director or agent acting on behalf of any of the parties referred to in items (a) through (b) with respect to the credit, this Agreement or any of the other Related Documents.

“Sanction” or “Sanctions” means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and anti-terrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order, (b) the United Nations Security Council, (c) the European Union, (d) the United Kingdom, or (e) any other governmental authority with jurisdiction over the City or any member of the Borrowing Group.

“Sanctioned Target” means any target of Sanctions, including: (a) Persons on any list of targets identified or designated pursuant to any Sanctions, (b) Persons, countries, or territories that are the target of any territorial or country-based Sanctions program, (c) Persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (d) otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

1.05. The Agreement is hereby amended by deleting Section 34 “Anti-Terrorism Laws” in its entirety and in place thereof inserting “Reserved.”

1.06. The Agreement is hereby amended by amending and restating the Bank’s notice information appearing on the signature page thereto to read as follow:

Address for Notices:

Wells Fargo Bank, National Association
Government Banking
333 Market Street, 15th Floor
San Francisco, California 94105
Attention: Dale R. Barton

Telephone: (628) 260-3382
Fax: (855) 276-3905
Email: dale.r.barton@wellsfargo.com

With copy to:

Wells Fargo Bank, National Association
Government Banking
333 Market Street, 15th Floor
San Francisco, California 94105
Attention: Dylan Turney
Telephone: (628) 260-3399
Email: dylan.turney@wellsfargo.com

SECTION 2. REQUEST TO EXTEND THE EXPIRATION DATE.

The City hereby requests that the Bank extend the Expiration Date to April 5, 2026, and the Bank agrees to such request and will deliver to the Trustee an amendment to the letter of credit substantially in the form attached hereto as Exhibit A to effectuate such extension.

SECTION 3. CONDITIONS PRECEDENT.

The effectiveness of this Amendment is subject to the satisfaction of or waiver by the Bank in its sole discretion of all of the following conditions precedent (such satisfaction to be evidenced by the Bank's execution and delivery of this Amendment):

3.01. Delivery by each of the City and the Authority of an executed counterpart of this Amendment.

3.02. Delivery by the Bank of the executed Amendment to Irrevocable Letter Credit, as set forth on Exhibit A.

3.03. Delivery by each of the City and the Authority of (i) an authorizing resolution related to this transaction and (ii) certificate of incumbency evidencing the authority of the respective signatory to this Amendment.

3.04. Payment by the City of all fees and expenses of counsel to the Bank relating to this Amendment.

3.05. Payment by the City of an amendment fee equal to \$2,500.

3.06. Delivery by the City of such other documents, certificates and opinions as the Bank or the Bank's counsel shall reasonably request.

SECTION 4. REPRESENTATIONS AND WARRANTIES.

The City hereby represents and warrants as follows:

4.01. It is a municipal corporation and charter city, validly existing and in good standing under the laws of the State of California.

4.02. The execution, delivery and performance by the City of this Amendment and the Agreement, as amended hereby, are within its corporate powers, have been duly authorized by all necessary corporate action and do not contravene (i) the City's organizational documents, or (ii) any applicable law or any applicable material contractual restriction binding on or affecting the City.

4.03. The following statements are true and correct as of the date hereof: (a) the representations and warranties of the City contained in Section 6 of the Agreement are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and (b) no Default or Event of Default has occurred and is continuing as of the date hereof.

4.04. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body not otherwise obtained is required for the due execution, delivery and performance by the City of this Amendment or the Agreement, as amended hereby.

4.05. This Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms.

SECTION 5. MISCELLANEOUS.

Except as specifically amended or waived herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement itself, or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

[Signature Page Follows]

Dated as of the date first above written.

CITY OF SAN MATEO

By: _____

Name: Richard Lee

Title: Finance Director

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Name: Dale Barton

Title: Vice President

CITY OF SAN MATEO JOINT POWERS
FINANCING AUTHORITY

By: _____

Name: Richard Lee

Title: Finance Director

EXHIBIT A

AMENDMENT TO
IRREVOCABLE STANDBY LETTER OF CREDIT

Number: NZS634139
Amendment Number: 4
Amend Date: [February __, 2021]

BENEFICIARY

The Bank of New York Mellon Trust
Company, N.A.
550 Kearny Street, 6th Floor
Attn: Corporate Trust Dept.
San Francisco, California 94108

APPLICANT

City of San Mateo
330 W. 20th Ave
San Mateo, California 94403

Ladies and Gentlemen:

At the request and for the account of the above referenced applicant, we hereby amend our Irrevocable Letter of Credit (the "Wells Credit") in your favor as follows:

The date of expiry is amended to April 5, 2026.

All other terms and conditions remain unchanged.

This Amendment is to be attached to the original Wells Credit and is an integral part thereof.

Very Truly Yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Authorized Signature

The original of the Letter of Credit contains an embossed seal over the Authorized Signature.

Please direct any written correspondence or inquiries regarding this Letter of Credit, always quoting our reference number, to Wells Fargo Bank, National Association, Attn: U.S. Standby Trade Services

at either

794 Davis Street, 2nd Floor
MAC A0283-023
San Leandro, CA 94577-6922

or

401 N. Research Pkwy, 1st Floor
MAC D4004-017
Winston-Salem, NC 27101-4157

Phone inquiries regarding this credit should be directed to our Standby Customer Connection Professionals

1-800-798-2815 Option 1
(Hours of Operation: 8:00 a.m. PT to 5:00 p.m. PT)

1-800-776-3862 Option 2
(Hours of Operation: 8:00 a.m. EST to 5:00 p.m. EST)