

Recording requested by
and return to:

COUNTY OF SAN MATEO
c/o Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669
Attn: Mary A. Collins

Exempt from Recording Fee Pursuant to
Government Code Section 27383

FIRST AMENDMENT TO 1993 FACILITY LEASE

by and between

SAN MATEO COUNTY JOINT POWERS FINANCING AUTHORITY

and the

COUNTY OF SAN MATEO

Dated as of April 1, 2014

(Amending the Master Facility Lease (Capital Projects Program)
dated as of September 1, 1993)

FIRST AMENDMENT TO 1993 FACILITY LEASE

This First Amendment to 1993 Facility Lease, dated as of April 1, 2014, between the SAN MATEO COUNTY JOINT POWERS FINANCING AUTHORITY, a joint exercise of powers authority, duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), as lessor, and the COUNTY OF SAN MATEO, a political subdivision organized and validly existing under the Constitution and laws of the State of California (the "County"), as lessee;

WITNESSETH:

WHEREAS, the County has leased certain real property and the improvements thereon to the Authority pursuant to a lease between the County and the Authority, entitled "Master Site Lease" and dated as of September 1, 1993 and recorded on October 13, 1993, in the office of the County Recorder of the County, under Recorder's Instrument No. 93173624 (the "Master Site Lease");

WHEREAS, the property leased under the Master Site Lease originally consisted of the Jail Addition to the Maguire Correctional Facility ("Component 1") and the County Government Center Parking Garage ("Component 2");

WHEREAS, the County and the Authority are amending the Master Site Lease pursuant to the First Amendment to 1993 Site Lease, dated as of April 1, 2014, to release the Component 1 parcel of real property from the Master Site Lease consisting of the Jail Addition to the Maguire Correctional Facility, as described in Exhibit A hereto (as more fully defined herein, the "Released Property") and to substitute therefor certain real property and the improvements thereon, consisting of a county administration building commonly referred to as "County Office Building One" and described in Exhibit B hereto (as more fully defined herein, the "Substituted Property");

WHEREAS, Component 2, the County Government Center Parking Garage, as described in Exhibit C hereto, continues to be leased under the Master Site Lease, as amended, and hereunder;

WHEREAS, this First Amendment to 1993 Facility Lease is entered into to amend in certain respects the lease between the Authority and the County entitled "Master Facility Lease (Capital Projects Program)," dated as of September 1, 1993 and recorded on October 13, 1993, in the office of the County Recorder of the County, under Recorder's Instrument No. 93173625 (together and as amended from time to time, the "Facility Lease") to release the Released Property from the Facility Lease and to substitute the Substituted Property;

WHEREAS, after such partial release and substitution of the property leased pursuant to the Facility Lease, the annual fair rental value of the Project and the Demised Premises which will constitute the Project and Demised Premises after such substitution will be at least equal to 100% of the maximum amount of Base Rental Payments becoming due in the then current year ending July 1 or in any subsequent year ending July 1;

WHEREAS, the County has found and determined that following the release of the Released Property and the addition of the Substituted Property as the Project and Demised Premises leased hereunder that it has good merchantable title to the Project and the Demised Premises and that such substitution does not adversely affect the County's use and occupancy of the Project and the Demised Premises; and

WHEREAS, this amendment to the Facility Lease is permitted pursuant to Sections 2.03 and 10.07 of the Facility Lease and Section 10.15 of the Trust Agreement;

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree as follows:

ARTICLE XI

PARTIAL RELEASE AND SUBSTITUTION OF PROPERTY

SECTION 11.01. [Effective Date](#). This First Amendment to 1993 Facility Lease shall become effective on the date of recordation of this instrument in the office of the County Recorder of the County, State of California, or on April 1, 2014, whichever is earlier, and such date of commencement shall be hereinafter referred to as the "effective date." On the effective date the real property leased pursuant to the Facility Lease is amended to read as set forth in [Exhibit B](#) and [Exhibit C](#) attached to this First Amendment to 1993 Facility Lease, consisting of the Substituted Property and the County Government Center Parking Garage and references to the Demised Premises in the Facility Lease shall refer to the property described in Exhibit B and Exhibit C attached to this First Amendment to 1993 Facility Lease. The Released Property described in [Exhibit A](#) to this First Amendment to 1993 Facility Lease, consisting of the Jail Addition to the Maguire Correctional Facility, shall no longer be subject to or encumbered by the Facility Lease and references to Project in the Facility Lease shall hereafter exclude such parcel of real property and references to the Demised Premises in the Facility Lease shall hereafter exclude the real property described in [Exhibit A](#) to this First Amendment to 1993 Facility Lease.

SECTION 11.02. [Additional Definitions](#). From and after the effective date of this instrument, the following new definitions shall be added to Section 1.01 of the Facility Lease, in alphabetical order, to read as follows:

"First Amendment to Facility Lease

The term "First Amendment to Facility Lease" means that First Amendment to 1993 Facility Lease between the Authority and the County, dated as of April 1, 2014, as originally executed and recorded or as it may from time to time be supplemented, modified or amended pursuant to the provisions hereof."

“Released Property

The term “Released Property” means the parcel of real property described in Exhibit A attached to the First Amendment to 1993 Facility Lease, together with the county correctional facility located thereon, including all improvements, fixtures, furnishings, equipment and appurtenant and related facilities.”

“Substituted Property

The term “Substituted Property” means the parcel of real property described in Exhibit B attached to the First Amendment to 1993 Facility Lease, together with the county administrative building commonly referred to as “County Office Building One,” located thereon, including all improvements, fixtures, furnishings, equipment and appurtenant and related facilities.”

SECTION 11.03. Facility Lease in Full Force and Effect. Except as in this First Amendment to 1993 Facility Lease expressly provided, the Facility Lease shall continue in full force and effect in accordance with the terms and provisions thereof, as amended and supplemented hereby.

SECTION 11.04. Execution in Counterparts. This First Amendment to 1993 Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same First Amendment to 1993 Facility Lease. It is also agreed that separate counterparts of this First Amendment to 1993 Facility Lease may separately be executed by the Authority and the County, all with the same force and effect as though the same counterpart had been executed by both the Authority and the County.

IN WITNESS WHEREOF, the Authority and the County have caused this First Amendment to 1993 Facility 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,
as Lessee

By _____
Jim Saco
Budget Director

Approved as to Form:

Office of County Counsel

SAN MATEO COUNTY JOINT POWERS
FINANCING AUTHORITY,
as Lessor

By _____
[Name]
[Title]

EXHIBIT A

Released Property

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

[Legal Description of Addition to Maguire Jail to be inserted]

EXHIBIT B

Substituted Property

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

[Legal description of County Office Building One to be inserted]

EXHIBIT C

Retained Demised Premises

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

[Legal Description of County Government Center Parking Garage to be inserted]

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the foregoing First Amendment to 1993 Facility Lease from the San Mateo County Joint Powers Financing Authority to the County of San Mateo, a political subdivision of the State of California (the "County"), is hereby accepted by order of the Board of Supervisors of the County of San Mateo on _____, 2014, and the County consents to recordation thereof by its duly authorized officer.

COUNTY OF SAN MATEO,
as Lessee

[SEAL]

By _____
[Name]
[Title]

Attest:

Clerk of the Board of Supervisors

CONSENT OF TRUSTEE

The undersigned, as successor trustee under the Trust Agreement dated as of September 1, 1993, 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 1993 Facility Lease dated as of April 1, 2014, between the Authority and the County of San Mateo (the "County") relating to the Master Facility Lease (Capital Projects Program) dated as of September 1, 1993, between the Authority and the County.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By _____
Authorized Officer

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