

Recording requested by
and return to:

COUNTY OF SAN MATEO PUBLIC
FINANCING AUTHORITY
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 SITE LEASE

between the

COUNTY OF SAN MATEO

and the

SAN MATEO COUNTY JOINT POWERS FINANCING AUTHORITY

Dated as of April 1, 2014

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

FIRST AMENDMENT TO 1993 SITE LEASE

This First Amendment to 1993 Site Lease, dated as of April 1, 2014 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 as of May 15, 1993, entitled "Joint Exercise of Powers Agreement," by and between the County of San Mateo and the Community Development Commission;

W I T N E S S E T H

WHEREAS, this First Amendment to 1993 Site Lease is entered into in order to amend in certain respects the lease between the County and the Authority entitled "Master Site Lease," 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 proposes to amend the Master Site Lease pursuant to this First Amendment to 1993 Site Lease to release the Component 1 parcel of real property consisting of the Jail Addition to the Maguire Correctional Facility, as described in Exhibit A hereto (the "Released Property") and to substitute therefor certain real property and the improvements thereon, consisting of a county administrative building commonly referred to as "County Office Building One") as described in Exhibit B hereto (the "Substituted Property"); and

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;

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

Section 1. This First Amendment to 1993 Site Lease shall become effective on the date of recordation of this instrument in the office of the County Recorder of the County, or on April 1, 2014, whichever is earlier, and such date shall be hereinafter referred to as the "effective date."

Section 2. From and after the effective date of this instrument, the real property leased pursuant to the Master Site Lease is amended to read as set forth in Exhibit B and Exhibit C attached to this First Amendment to 1993 Site Lease, consisting of the Substituted Property and the County Government Center Parking Garage. The Released Property described in Exhibit A attached to this First Amendment to 1993 Site Lease, consisting of the Jail Addition

to the Maguire Correctional Facility, shall no longer be subject to or encumbered by the Master Site Lease and references to the Project in the Master Site Lease shall hereafter exclude such parcel of real property and references to the Demised Premises in the Master Site Lease shall hereafter exclude the real property described in Exhibit A to this First Amendment to 1993 Site Lease.

Section 3. Except as in this First Amendment to 1993 Site Lease expressly provided, the Master Site Lease shall continue in full force and effect in accordance with the terms and provisions thereof, as amended hereby.

Section 4. If one or more of the terms, provisions, covenants or conditions of this First Amendment to 1993 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 1993 Site Lease shall be affected thereby, and each provision of this First Amendment to 1993 Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 5. This First Amendment to 1993 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 1993 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,
as Lessor

By _____
Jim Saco
Budget Director

Approved as to Form:

Office of County Counsel

COUNTY OF SAN MATEO PUBLIC
FINANCING AUTHORITY,
as Lessee

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 Site Lease from the County of San Mateo, a political subdivision of the State of California (the "County") to the San Mateo County Joint Powers Financing Authority 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 Lessor

[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 Site Lease dated as of April 1, 2014, between the County of San Mateo (the "County") and the Authority, relating to the Master Site Lease, dated as of September 1, 1993, between the County and the Authority.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Officer