

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

JONES HALL, A PROFESSIONAL LAW CORPORATION
475 Sansome Street, 17th Floor
San Francisco, California 94111
ATTENTION: Juan M. Galvan, Esq.

SECOND AMENDMENT TO SUBLEASE

1245 3rd Street (Lot 007, Block 8719 formerly Lot 002, Block 8719 and Lot 002| Block 8720)

655 Presidio (Lot 001, Block 1032)

2345 24th Street (Lot 002, Block 2353)

NO DOCUMENTARY TRANSFER TAX DUE. This Second Amendment to Sublease is recorded for the benefit of the City and County of San Francisco and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

SECOND AMENDMENT TO SUBLEASE

Dated as of May 1, 2022

between

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
in its capacity as Trustee,
as sublessor**

and the

**CITY AND COUNTY OF SAN FRANCISCO,
as sublessee**

SECOND AMENDMENT TO SUBLEASE

THIS SECOND AMENDMENT TO SUBLEASE (the “Second Amendment”), dated as of May 1, 2022 is entered into between **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association, solely in its capacity as Trustee (the “Trustee”), as successor to U.S. Bank National Association, under the Trust Agreement, dated as of February 1, 2014 (as amended, supplemented or modified from time to time, the “Trust Agreement”) between the City and the Trustee, as sublessor, and the **CITY AND COUNTY OF SAN FRANCISCO** (the “City”), a charter city and county duly organized and existing under the laws and Constitution of the State of California, as sublessee.

BACKGROUND:

WHEREAS, in connection with the execution and delivery of the City’s Series 3 Certificates, Series 3-T Certificates, Series 4 Certificates and Series 4-T Certificates (collectively, the “Commercial Paper Certificates,” as more fully defined in the Trust Agreement), the City and the Trustee entered into a Site Lease dated as of February 1, 2014, recorded by the San Francisco Assessor-Recorder on June 4, 2014 as document number 2014-J890748-00, as amended by a First Amendment to Site Lease dated as of May 1, 2016, recorded by the San Francisco Assessor-Recorder on May 31, 2016, as document number 2016-K267871-00 (as so amended, the “Existing Site Lease”), pursuant which the Property (as defined in the Existing Site Lease) is leased by the City, as lessor, to the Trustee, as lessee;

WHEREAS, the Existing Site Lease is being amended by a Second Amendment to Site Lease dated as of May 1, 2022, between the City, as lessor, and U.S. Bank Trust Company, National Association, in its capacity as Trustee, as lessee, and being recorded concurrently herewith;

WHEREAS, the Trustee has subleased the Property to the City pursuant to a Sublease, dated as of February 1, 2014, between the Trustee and the City, recorded by the San Francisco Assessor-Recorder on June 4, 2014 as document number 2014-J890749-00, as amended by a First Amendment to Sublease dated as of May 1, 2016, recorded by the San Francisco Assessor-Recorder on May 31, 2016, as document number 2016-K267872-00 (as so amended, the “Existing Sublease” and, together with this Second Amendment, the “Sublease”);

WHEREAS, the Commercial Paper Certificates were delivered pursuant to the Trust Agreement;

WHEREAS, the City and the Trustee desire to amend the Existing Sublease as provided in Sections 3.8 and 9.6 thereof, and in connection with the amendment of the Existing Site Lease, in order to remove certain property known as Fire Station 10 and Police Taraval Station (collectively, the “Removed Property”), as more particularly described in Exhibit B hereto, all pursuant to Section 7.02(b) of the Trust Agreement; and

WHEREAS, the City and the Trustee have duly authorized the execution and delivery of this Second Amendment;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Substitution of Property. The City and the Trustee hereby agree that the Removed Property shall be removed from the Property leased to the Trustee by the City pursuant to the Sublease.

Section 2. Amendments Relating to Base Rental Period.

(a) The definition of the term "*Assumed Interest Rate*" set forth in Article I of the Sublease is hereby amended in its entirety and as so amended shall be restated to read as follows:

"Assumed Interest Rate" means, (A) with respect to Tax-Exempt Commercial Paper Certificates, (i) for purposes of the Base Rental Period beginning on the first date of delivery of Tax-Exempt Commercial Paper Certificates, an interest rate equal to 0.75% per annum; and (ii) for purposes of any Base Rental Period thereafter, the lesser of (a) the Maximum Interest Rate or (b) 125% of (1) the amount of interest accrued with respect to Certificates during the 12 months ended on the April 30 (or September 30 commencing with the Base Rental Period commencing October 1, 2022) preceding the commencement of such Base Rental Period, divided by (2) the average daily balance of principal amount of Certificates Outstanding during the 12 months ended on the April 30 (or September 30 commencing with the Base Rental Period commencing October 1, 2022) preceding the commencement of such Base Rental Period;

(B) with respect to Taxable Commercial Paper Certificates, (i) for purposes of the Base Rental Period beginning on the first date of delivery of Taxable Commercial Paper Certificates, an interest rate equal to 1.25% per annum; and (ii) for purposes of any Base Rental Period thereafter, the lesser of (a) the Maximum Interest Rate or (b) 125% of (1) the amount of interest accrued with respect to Certificates during the 12 months ended on the April 30 (or September 30 commencing with the Base Rental Period commencing October 1, 2022) preceding the commencement of such Base Rental Period, divided by (2) the average daily balance of principal amount of Certificates Outstanding during the 12 months ended on the April 30 (or September 30 commencing with the Base Rental Period commencing October 1, 2022) preceding the commencement of such Base Rental Period; and

(C) with respect to the Revolving Bank Certificates, as of any date of calculation, 1.25 times the Default Rate (as defined in the applicable Reimbursement Agreement) in effect on such date of calculation.

(b) The first paragraph of Section 3.1 of the Sublease is hereby amended in its entirety and as so amended shall be restated to read as follows:

Section 3.1. Rental Payments. The City will pay to the Trustee Base Rental in an amount up to the Maximum Base Rental, and the Additional Rental, with respect to each Component, as provided herein, for the use, occupancy and possession of the Property for which such Maximum Base Rental is payable, all on the terms and conditions set forth herein. The City will be obligated to pay the Minimum Required Rental Payment for each Base Rental Period, with the interest portion thereof being paid at the applicable Assumed Interest Rate in equal quarterly installments on each August 1, November 1, February 1 and May 1, to and including May 1, 2022, and thereafter on each October 1 (with the amount due on October 1, 2022 including Base Rental for five months), January 1, April 1 and July 1 (with amounts payable on each July 1 being budgeted and appropriated during the Fiscal Year ending the immediately succeeding June 30), with an amount equal to the Required Principal Reduction Amount being paid not later than the first day of the calendar quarter during which such amount will be used to reimburse the Banks for any Advances used to retire Commercial Paper Certificates that will not be refunded, renewed or refinanced, and with any principal due under the Revolving Bank Certificates during such Base Rental Period being paid on or prior to the date that is ten days prior to the date such amount is due under the Revolving Bank Certificates. Any Minimum Supplemental Rental Payment and Additional Rental will be paid on the terms, in the amounts, at the times and in the manner hereinafter set forth. The City will make payments of Base Rental directly to the Delivery and Paying Agent, as agent for the Trustee, for deposit into the Base Rental Account of the Delivery and Paying Agent Fund and, to the extent not otherwise paid to the Person to whom any amount constituting Additional Rental is owing, will make payment of Additional Rental to the Delivery and Paying Agent for deposit into the Administrative Expense Account of the Delivery and Paying Agent Fund.

(c) Exhibit C-1 to the Sublease - the Form of Debt Service Certificate -- Annual - is, for each Base Rental Period commencing October 1, 2022, amended to read as set forth in Exhibit D hereto.

Section 3. Notice for Bank.

(a) Section 9.2 of the Existing Sublease is hereby amended by replacing the notice address for State Street Bank and Trust Company with the following address:

Bank: Bank of the West
180 Montgomery Street
San Francisco, CA 94104
Attention: Edward C. (Ted) Neu
Telephone: (415) 765-4938
Email: ted.neu@BOTW.com

With a copy to: Bank of the West
180 Montgomery Street
San Francisco, CA 94104
Attention: Victor Shin
Telephone: _____
Email: Victor.Shin@bankofthewest.com

(b) Exhibits C-2 and C-3 of the Existing Sublease are hereby amended by replacing the mailing address for State Street Bank and Trust Company with the following address:

Bank of the West
180 Montgomery Street
San Francisco, CA 94104
Attention: Edward C. (Ted) Neu

Section 4. Execution in Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5. Existing Sublease. Except as amended hereby, the Existing Sublease will remain in full force and effect. Reference to this Second Amendment need not be made in any note, document, agreement, letter, certificate, the Existing Sublease or any communication issued or made subsequent to or with respect to the Existing Sublease, it being hereby agreed that any reference to the Existing Sublease shall be sufficient to refer to the Existing Sublease, as hereby amended.

Section 6. Effective Date. This Second Amendment shall be effective, and shall become binding against the City and the Trustee, as of the date hereof.

Section 7. Real Property. The real property encumbered by the Sublease, as amended by the removal of the Removed Property, is set forth in Exhibit A hereto, which Exhibit A shall replace Exhibit A to the Existing Sublease. The Base Rental Payment Schedule, as amended, is set forth in Exhibit C hereto, which Exhibit C shall replace Exhibit D to the Existing Sublease.

Section 8. Severability. 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.

[Signature Page Follows on the Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Sublease as of the date first above written.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**, as Trustee and
Sublessor

By: _____
Authorized Officer

**CITY AND COUNTY OF SAN
FRANCISCO**, as Sublessee

By: _____
Anna Van Degna
Director of the Office of Public Finance

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Mark D. Blake
Deputy City Attorney

EXHIBIT A

LEGAL DESCRIPTION

PUBLIC SAFETY BUILDING

**For APN/Parcel ID(s): Lot 007, Block 8719 formerly Lot 002, Block 8719 and Lot 002I
Block 8720**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Being Parcels '1' and '2', as said parcels are shown on that certain Record of Survey Map Number 6907, recorded September 27, 2012 in Book EE of Survey Maps at Pages 47 and 48, in the Office of the Recorder of the City and County of San Francisco, State of California, as described in that certain Certificate of Compliance, recorded December 13, 2013, as Instrument No. 2013-J804435-00, Reel L043, Image 0517 of Official Records.

All of that land more particularly described as follows:

BEGINNING at the point of intersection of the southerly line of Mission Rock Street, 63.25 feet wide, and the easterly line of Third Street, 100.00 feet wide, as said Streets are shown on said map;

thence easterly along the southerly line of said Mission Rock Street, North 86° 49' 04" East 240.00 feet;

thence leaving the line of last said street, South 03° 10' 56" East 275.00 feet to a point on the northerly line of China Basin Street, 63.25 feet wide;

thence westerly along the line of last said street, South 86° 49' 04" West 240.00 feet to the intersection of the northerly line of said China Basin Street and the easterly line of said Third Street;

thence northerly along the line of said Third Street, North 03° 10' 56" West 275.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered therein, including, but not limited to, oil and gas and rights thereto, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State of California or to its successors and assigns, but without entering upon or using the surface thereof, and in such manner as not to damage the surface thereof or to interfere with the use thereof by the City and County of San Francisco, its successors and assignees; provided, however, that the State of California, its successors and assigns, without the prior written permission of the City and County of San Francisco, its successors and assignees, shall not conduct any mining activities of any nature whatsoever above a plane located five hundred feet (500') below the surface of that portion of the above described real property within the boundaries thereof, as excepted and reserved by the State of California in that certain Patent dated June 14, 1999, to the City and County of San Francisco, a

charter city and county, recorded July 19, 1999, in Reel H429 of Official Records, Image 507, Instrument No. 99-G622155-00, City and County of San Francisco, State of California.

EXHIBIT B

REMOVED PROPERTY LEGAL DESCRIPTION

FIRE STATION 10

For APN/Parcel ID(s): Lot 001, Block 1032

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY EXTREMITY OF THE CURVE WITH A RADIUS OF 60 FEET JOINING THE NORTHWESTERLY LINE OF EUCLID AVENUE WITH THE WESTERLY LINE OF PRESIDIO AVENUE AS SHOWN ON "MAP OF LAUREL HEIGHTS" FILED IN MAP BOOK "P" AT PAGES 55 AND 56 OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO AND RUNNING THENCE NORTH 9° 06' WEST ALONG SAID LINE OF PRESIDIO AVENUE 176.267 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 3 FEET A CENTRAL ANGLE OF 135° 00' A DISTANCE OF 7.069 FEET TO TANGENCY WITH THE SOUTHEASTERLY LINE OF MASONIC AVENUE AS SHOWN ON "MAP SHOWING THE EXTENSION OF MASONIC AVENUE FROM EUCLID AVENUE TO PRESIDIO AVENUE, ETC., THENCE SOUTH 35° 54' WEST ALONG SAID LINE OF MASONIC AVENUE 317.472 FEET; THENCE SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT TANGENT TO THE PRECEDING COURSE WITH A RADIUS OF 20.631 FEET, A CENTRAL ANGLE OF 142° 42' A DISTANCE OF 51.384 FEET TO TANGENCY WITH THE NORTHWESTERLY LINE OF EUCLID AVENUE; THENCE NORTH 73° 12' EAST ALONG SAID LINE OF EUCLID AVENUE 161.752 FEET; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF THE ABOVE MENTIONED CURVE, JOINING THE NORTHWESTERLY LINE OF EUCLID AVENUE WITH THE WESTERLY LINE OF PRESIDIO AVENUE WITH A RADIUS OF 60 FEET, A CENTRAL ANGLE OF 82° 18' A DISTANCE OF 86.184 FEET TO THE POINT OF BEGINNING.

BEING LOT 1 IN ASSESSOR'S BLOCK 1032.

POLICE TARAVAL STATION

For APN/Parcel ID(s): Lot 002, Block 2353

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF 24TH AVENUE DISTANT THEREON 225 FEET NORTHERLY FROM THE NORTHERLY LINE OF TARAVAL STREET, FORMERLY T STREET, AND THENCE RUNNING THENCE NORTHERLY ALONG SAID LINE OF 24TH AVENUE 150 FEET; THENCE AT A RIGHT ANGLE WESTERLY 130 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 150 FEET; THENCE AT A RIGHT ANGLE EASTERLY 130 FEET TO SAID LINE OF 24TH AVENUE AND THE POINT OF BEGINNING.

BEING A PORTION OF SUNSET BLOCK 1126.

EXHIBIT C

BASE RENTAL PAYMENT SCHEDULE

[See Attached]

EXHIBIT D

FORM OF DEBT SERVICE CERTIFICATE -- ANNUAL

[See Attached]

EXHIBIT C-1

FORM OF DEBT SERVICE CERTIFICATE -- ANNUAL

City and County of San Francisco
City Hall,
1 Dr. Carlton B. Goodlett Place, Room 316
San Francisco, California 94102

U.S. Bank Trust Company, National Association
One California Street, Suite 1000
San Francisco, California 94111

Bank of the West
180 Montgomery Street
San Francisco, CA 94104
Attention: Edward C. (Ted) Neu

Pursuant to Section 3.1(b) of the Sublease (as amended, the "Sublease"), dated as of February 1, 2014, between the **U.S. Bank Trust Company, National Association** (the "**Trustee**"), as successor to U.S. Bank National Association, as Sublessor, and the **City and County of San Francisco** (the "**City**"), as Sublessee, the undersigned, based on information available as of _____, 20__ [no earlier than September 1 of such year] hereby certifies that for the Base Rental Period commencing October 1, 20__:

- (a) the average principal amount of Commercial Paper Certificates Outstanding during the current Base Rental Period commencing October 1, 20__, is expected to be \$_____;
- (b) the Assumed Interest Rate for the Base Rental Period commencing on October 1, 20__ is, with respect to the Tax-Exempt Commercial Paper Certificates, __% per annum, with respect to the Taxable Commercial Paper Certificates, __% per annum, and, with respect to the Revolving Bank Certificates, __% per annum, as calculated pursuant to the Trust Agreement;
- (c) based upon the expected average principal amount of Commercial Paper Certificates Outstanding during the current Base Rental Period and the applicable Assumed Interest Rate, the Assumed Interest Cost required during the Base Rental Period commencing May 1, 20__, will be \$_____, with \$_____ of such amount expected to be paid from capitalized interest pursuant to Section 3.2(g) of the Sublease;
- (d) the Required Principal Reduction Amount for the Base Rental Period commencing October 1, 20__, is \$_____;

- (e) the amount of interest coming due on the Revolving Bank Certificates at the Assumed Interest Rate during the Base Rental Period commencing October 1, 20__ is \$ _____ ;
- (f) the amount of principal coming due on the Revolving Bank Certificates during the Base Rental Period commencing October 1, 20__ is \$ _____ ;
- (g) the Minimum Required Rental Payment is \$ _____, which represents the sum of the amounts set forth in paragraphs (c) (excluding the amount of capitalized interest set forth in (c) above), (d), (e) and (f); and
- (h) the City agrees that it is obligated to pay the Minimum Required Rental Payment as provided in Section 3.1 of the Sublease.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO

BY: _____
Authorized Representative