

**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

SECOND AMENDMENT TO SITE LEASE

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 Site Lease 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 SITE LEASE

Dated as of May 1, 2022

between the

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

and

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

SECOND AMENDMENT TO SITE LEASE

THIS SECOND AMENDMENT TO SITE LEASE (this “Second Amendment”), dated as of May 1, 2022, is entered into between the **CITY AND COUNTY OF SAN FRANCISCO**, a charter city and county duly organized and existing under the laws and the Constitution of the State of California (the “City”), as lessor, and **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 lessee.

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 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”);

WHEREAS, the Existing Sublease is being amended by a 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, as sublessee, and being recorded concurrently herewith (as so amended, 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 Site Lease as provided in Section 17 thereof, and in connection with the amendment of the Sublease, 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. Removal 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 Site Lease.

Section 2. Amendment to Section 14. Section 14 of the Existing Site Lease 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

Section 3. 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 4. Original Site Lease. Except as amended hereby, the Existing Site Lease 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 Site Lease or any communication issued or made subsequent to or with respect to the Existing Site Lease, it being hereby agreed that any reference to the Existing Site Lease shall be sufficient to refer to the Existing Site Lease, as hereby amended.

Section 5. Effective Date. This Second Amendment shall be effective, and shall become binding against the City and the Trustee, as of the date hereof.

Section 6. Real Property. The real property encumbered by the Existing Site Lease, 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.

Section 7. 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 Site Lease as of the date first above written.

CITY AND COUNTY OF SAN FRANCISCO, as Lessor

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

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____
Mark D. Blake
Deputy City Attorney

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

By: _____
Authorized Officer

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.