

Recording Requested By:

County of Santa Cruz
701 Ocean Street, Room 520
Santa Cruz, California 95060

When Recorded Mail To:

Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Stephen G. Melikian

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

FIRST AMENDMENT TO SITE AND FACILITY LEASE

by and between the

**COUNTY OF SANTA CRUZ,
as Lessor**

and the

**SANTA CRUZ COUNTY CAPITAL FINANCING AUTHORITY,
as Lessee**

Dated as of December 1, 2017

Relating to:

[\$8,600,000]

**Santa Cruz County Capital Financing Authority
Taxable Lease Revenue Bonds, 2017 Series A
(Direct Pay Subsidy New Clean Renewable Energy Bonds)**

(Supplemental to the Site and Facility Lease dated as of June 1, 2015)

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Relating to

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Santa Cruz County Capital Financing Authority
Taxable Lease Revenue Bonds, 2017 Series A
(Direct Pay Subsidy New Clean Renewable Energy Bonds)

THIS FIRST AMENDMENT TO SITE AND FACILITY LEASE (the "First Amendment"), dated as of December 1, 2017, by and between the COUNTY OF SANTA CRUZ (the "County"), a public body duly organized and existing under the laws of the State of California, as lessor (the "State"), and the SANTA CRUZ COUNTY CAPITAL FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the "Authority"), as lessee.

WITNESSETH:

WHEREAS, this First Amendment is supplemental to and amends and supplements the Site and Facility Lease dated as of June 1, 2015, by and between the County, as lessor, and the Authority, as lessee (the "Existing Site and Facility Lease" and, as supplemented by this First Amendment, the "Site and Facility Lease"), which Existing Site and Facility Lease and this First Amendment relate to the Site described in Exhibit A hereto and the Facility described in Exhibit B hereto;

WHEREAS, in connection with the issuance of \$13,770,000 aggregate principal amount of Santa Cruz County Capital Financing Authority Taxable Lease Revenue Refunding Bonds, 2015 Series A (the "Series A Bonds") and \$9,945,000 aggregate principal amount of Santa Cruz County Capital Financing Authority Lease Revenue Bonds, 2015 Series B (the "Series B Bonds"), the County and the Authority entered into the Existing Site and Facility Lease which was recorded on August 24, 2015, as Instrument No. 2015-0034583 in the Office of the Recorder of the County of Santa Cruz;

WHEREAS, the Series A Bonds and the Series B Bonds were issued pursuant to an Indenture of Trust made and entered into as of June 1, 2015 (the "Existing Indenture of Trust"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A. (the "Trustee");

WHEREAS, pursuant to the Existing Indenture of Trust and the First Supplemental Indenture of Trust made and entered into as of December 1, 2017 (the "First Supplement" and, together with the Existing Indenture of Trust, as it may be further supplemented and amended, the "Indenture of Trust"), by and between the Authority and the Trustee, the Authority is issuing its \$[8,600,000] initial principal amount of Taxable Lease Revenue Bonds, 2017 Series A (Direct Pay Subsidy New Clean Renewable Energy Bonds) (the "2017 Series A Taxable Bonds"); and

WHEREAS, the Authority and the City desire to amend the Existing Site and Facility Lease as provided in Section 7 thereof in order to conform the terms of the Site and Facility Lease to the Indenture of Trust;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

Section 1. Indenture of Trust. The Authority and the County hereby agree that the Indenture of Trust referred to in the Site and Facility Lease will, from the date of issuance and delivery of the 2017 Series A Taxable Bonds, be the Indenture of Trust, as defined above.

Section 2. Execution in Counterparts. This First 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 3. Original Site and Facility Lease. Except as amended hereby, the Original Site and Facility Lease will remain in full force and effect.

Section 4. Effective Date. This First Amendment shall be effective, and shall become binding against the County and the Authority upon the issuance of the 2017 Series A Taxable Bonds.

Section 5. Real Property. The Site encumbered hereby is set forth in Exhibit A hereto and the Facility encumbered hereby is set forth in Exhibit B hereto.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Site and Facility Lease as of the date first above written.

COUNTY OF SANTA CRUZ, as Lessor

By: _____

SANTA CRUZ COUNTY CAPITAL
FINANCING AUTHORITY, as Lessee

By: _____

EXHIBIT A

DESCRIPTION OF THE SITE

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility consists of the County's main Administrative Building and main Courts Building.