

HD&W LLP – Draft 2/20/15

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Hawkins Delafield & Wood LLP
333 South Grand Avenue, Suite 3650
Los Angeles, California 90071
Attention: Nnanna F. Ogbu, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Lease Is Recorded for the Benefit of a Public Agency
and Is Exempt from Documentary Transfer Tax
Pursuant to Government Code Section 27383

FIRST AMENDMENT TO LEASE

by and between the

FRESNO COUNTY FINANCING AUTHORITY

and the

COUNTY OF FRESNO

\$55,350,000

**FRESNO COUNTY FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2007
(SHARED USE JUVENILE COURT PROJECT)**

Dated as of [As of Date]

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FIRST AMENDMENT TO LEASE

This First Amendment to Lease (the "Lease"), dated as of [As of date], by and between the FRESNO COUNTY FINANCING AUTHORITY (the "Authority"), duly organized and existing pursuant to a joint exercise of powers agreement by and between the COUNTY OF FRESNO (the "County") and the Industrial Development and Finance Authority of the County of Fresno (the "Industrial Development Authority"), as lessor, and the County, as lessee;

WITNESSETH:

WHEREAS, the Authority and the County, have heretofore executed and entered into a Lease, dated as of April 1, 2007 (the "Original Lease"), recorded on April 12, 2007, as instrument number 2007-0074270, official records of the County, pursuant to which the Authority leased to the County that certain Leased Property as defined herein and described in Exhibit A thereto; and

WHEREAS, the Authority issued its \$55,350,000 principal amount Lease Revenue Bonds, Series 2007 (Shared Use Juvenile Court Project) (the "Series 2007 Bonds") pursuant to an Indenture, dated as of April 1, 2007 (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as successor by merger to The Bank of New York Trust Company, N.A., as Trustee (the "Trustee"), secured by a pledge of and lien on the Base Rental Payments (as defined in the Original Lease) to be made by the County to the Authority pursuant to the Original Lease for the use and occupancy of the Leased Property; and

WHEREAS, the Authority and the County desire to substitute the Project (as defined in the Original Lease) for the existing Leased Property under the Lease, Site Lease and Assignment Agreement in accordance with the terms of the Lease and the Site Lease; and

WHEREAS, in connection with such substitution of the Project for the existing Leased Property, the County will execute amendments to the Lease, Site Lease and Assignment Agreement and assign its rights under the Lease-Purchase Agreement, dated March 13, 2007 by and between the County and the Judicial Council of California, an entity established by the Constitution of the State of California, acting by and through the Administrative Office of the Courts (the "AOC"), to the Authority and the Trustee; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this First Amendment to Lease to exist, have happened and have been performed in a regular and due time, form and manner as required by law and the Original Lease, the parties hereto are now duly authorized to execute and enter into this First Amendment to Lease.

ARTICLE I

DEFINITIONS

SECTION 1.01. Substitution of the Leased Property. Exhibit A to the Original Lease is hereby amended, restated and replaced in its entirety with Exhibit A attached hereto and made a part hereof.

ARTICLE II

MISCELLANEOUS

SECTION 2.01. Binding Effect. This First Amendment to Lease shall inure to the benefit of and shall be binding upon the Authority and the County and their respective successors and assigns.

SECTION 2.02. Third Party Beneficiaries. The Trustee, the AOC and the Insurer are hereby recognized as third party beneficiaries under this First Amendment to Lease.

SECTION 2.03. Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms hereof 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 agreements, conditions, covenants or terms hereof shall be affected thereby, and each provision of this First Amendment to Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 2.04. Governing Law. This First Amendment to Lease shall be governed and construed in accordance with the laws of the State of California. If any party to this First Amendment to Lease initiates any legal or equitable action to enforce the terms of this First Amendment to Lease, to declare the rights of the parties under this First Amendment to Lease or which relates to this First Amendment to Lease in any manner, each such party agrees that the place of making and for performance of this First Amendment to Lease shall be Fresno County, State of California, and the proper venue for any such action is the Superior Court of the State of California, in and for the County of Fresno.

SECTION 2.05. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision hereof.

SECTION 2.06. Counterparts. This First Amendment to Lease may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same First Amendment to Lease.

SECTION 2.07. Severability. If any agreement, condition, covenant or term hereof or any application hereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, all agreements, conditions, covenants and terms hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby

SECTION 2.08. Continuing Effect of Original Lease. Except as provided in this First Amendment to Lease, the Original Lease shall continue in effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Lease by their officers thereunto duly authorized as of the day and year first written above.

FRESNO COUNTY FINANCING AUTHORITY

By _____
Chairperson

COUNTY OF FRESNO

By _____
County Administrative Officer

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

(See attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

[illegible]

On _____, before me, _____
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Names Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- ☐ Individual
☐ Corporate Officer - Title(s):
☐ Partner - ☐ Limited ☐ General

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General

☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

☐ Signer is Representing: _____

**RIGHT
THUMBPRINT
OF SIGNER**

Top of thumb
here

☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

☐ Signer is Representing: _____

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