

**RECORDING REQUESTED BY:** )  
City of Manhattan Beach )  
)  
**AND WHEN RECORDED MAIL TO:** )  
Stradling Yocca Carlson & Rauth )  
500 Capitol Mall, Suite 1120 )  
Sacramento, California 95814 )  
Attn: Kevin M. Civale, Esq. )

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[Space above for Recorder.]

THIS DOCUMENT IS RECORDED FOR THE BENEFIT OF THE CITY OF MANHATTAN BEACH AND THE RECORDING IS FEE-EXEMPT UNDER SECTION 27383 OF THE GOVERNMENT CODE. THE GRANTOR AND THE GRANTEE ARE GOVERNMENTAL AGENCIES. LEASE TERM LESS THAN 35 YEARS.

**SECOND AMENDMENT TO LEASE AGREEMENT  
by and between**

**CITY OF MANHATTAN BEACH,  
as Lessee**

**and**

**MANHATTAN BEACH CAPITAL IMPROVEMENTS CORPORATION,  
as Lessor**

**Dated as of August 1, 2021**

**Relating to:**

**\$ \_\_\_\_\_  
CITY OF MANHATTAN BEACH  
CERTIFICATES OF PARTICIPATION  
(FIRE STATION #2)  
SERIES 2021**

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT, dated as of August 1, 2021 (“Second Amendment to Lease Agreement”), is entered into by and between the CITY OF MANHATTAN BEACH CAPITAL IMPROVEMENTS CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, as lessor (the “Corporation”), and the CITY OF MANHATTAN BEACH, a municipal corporation and a general city duly organized and existing under and by virtue of the Constitution and laws of the State of California, as lessee (the “City”), and amends, in part, that certain Lease Agreement between the City, as lessee, and the Corporation, as lessor, dated as of February 1, 2013, and recorded in the official records of the County of Los Angeles (the “County”) on February 13, 2013 as Document No. 2013-0212869 (the “Original Lease”), as amended by that certain First Amendment to Lease Agreement, dated as of December 1, 2013 (the “First Amendment to Lease Agreement” and, together with this Second Amendment to Lease Agreement, the “Lease”);

### WITNESSETH:

WHEREAS, pursuant to the Government Code of the State of California, the City may enter into leases and agreements relating to real property to be used by the City; and

WHEREAS, the Corporation is authorized pursuant to the laws of the State of California to provide financial assistance to the City by acquiring, constructing and financing various public facilities, land and equipment and the leasing of facilities, land and equipment for the use, benefit and enjoyment of the public; and

WHEREAS, the Corporation entered into the Original Lease with the City for the purpose of leasing the real property (including all existing and future improvements thereon) described in Exhibit B thereto (and Exhibit B hereto) to the City, as lessee thereunder to facilitate the execution and delivery of those certain \$10,510,000 City of Manhattan Beach Certificates of Participation (Police and Fire Facility Refunding) (the “2013 Certificates”);

WHEREAS, the Corporation entered into the First Amendment to Lease Agreement to facilitate the execution and delivery of those certain \$5,905,000 City of Manhattan Beach Certificates of Participation (Marine Field Refunding) (the “2016 Certificates”); and

WHEREAS, the City and the Corporation desire to enter into this Second Amendment to Lease Agreement in order to facilitate the execution and delivery of those certain \$\_\_\_\_\_ City of Manhattan Beach Certificates of Participation (Fire Station #2) Series 2021 (the “2021 Certificates”); and

WHEREAS, the 2021 Certificates are being executed and delivered as Additional Certificates under that certain Trust Agreement, dated as of February 1, 2013, as amended by that certain First Supplement to Trust Agreement, dated as of December 1, 2016 and that certain Second Supplement to Trust Agreement, dated as of August 1, 2021 (collectively, the “Trust Agreement”), each by and among U.S. Bank National Association, as Trustee, the Corporation and the City; and

WHEREAS, pursuant to Section 4.7 of the Original Lease, the City and the Corporation reserved the right to amend the Original Lease in connection with the execution and delivery of Additional Certificates; and

WHEREAS, to facilitate the execution and delivery of the 2021 Certificates, the City and the Corporation desire to amend the Original Lease as described herein;

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. Definitions.** Unless the context otherwise requires, the capitalized terms used herein shall have the meanings specified in the Original Lease and the Trust Agreement.

**SECTION 2. Schedule of Lease Payments.** Upon the execution and delivery of the 2021 Certificates, Exhibit A to the Lease shall be deleted in its entirety and replaced by Exhibit A hereto.

**SECTION 3. Term.** Section 4.2 (e) of the Original Lease shall be deleted and replaced in its entirety by the following:

“(e) five (5) years beyond the final maturity of the Certificates and any additional Certificates.”

**SECTION 4. No Other Amendments.** Except as expressly set forth herein above, all other provisions of the Lease remain in full force and effect.

**SECTION 5. Counterparts.** This Second Amendment to Lease Agreement 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.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the Corporation has caused this SECOND AMENDMENT TO LEASE AGREEMENT to be executed in its name by its duly authorized officers, and the City has caused this SECOND AMENDMENT TO LEASE AGREEMENT to be executed in its name by its duly authorized officers, as of the date first above written.

MANHATTAN BEACH CAPITAL  
IMPROVEMENTS CORPORATION, as Lessor

By: \_\_\_\_\_  
Corporation Representative

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF MANHATTAN BEACH, as Lessee

By: \_\_\_\_\_  
City Representative

ATTEST:

\_\_\_\_\_  
City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

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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

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

**EXHIBIT A**  
**SCHEDULE OF LEASE PAYMENTS**

Lease Payment Date*	2013 Certificate		2016 Certificates		2021 Certificates		Total
	Principal Component	Interest Component	Principal Component	Interest Component	Principal Component	Interest Component	
7/1/2021		115,806.25		81,550.00			
1/1/2022	545,000	115,806.25	320,000	81,550.00			
7/1/2022		107,631.25		75,150.00			
1/1/2023	560,000	107,631.25	335,000	75,150.00			
7/1/2023		99,231.25		68,450.00			
1/1/2024	575,000	99,231.25	345,000	68,450.00			
7/1/2024		87,731.25		61,550.00			
1/1/2025	600,000	87,731.25	360,000	61,550.00			
7/1/2025		75,731.25		54,350.00			
1/1/2026	620,000	75,731.25	370,000	54,350.00			
7/1/2026		63,331.25		46,950.00			
1/1/2027	650,000	63,331.25	390,000	46,950.00			
7/1/2027		50,331.25		39,150.00			
1/1/2028	675,000	50,331.25	405,000	39,150.00			
7/1/2028		39,784.38		33,075.00			
1/1/2029	695,000	39,784.38	415,000	33,075.00			
7/1/2029		28,490.63		26,850.00			
1/1/2030	720,000	28,490.63	430,000	26,850.00			
7/1/2030		16,790.63		20,400.00			
1/1/2031	745,000	16,790.63	440,000	20,400.00			
7/1/2031		4,218.75		13,800.00			
1/1/2032	250,000	4,218.75	455,000	13,800.00			
7/1/2032				6,975.00			
1/1/2033			465,000	6,975.00			

\*Due date for payment of City of Lease Payments is set forth in Section 4.3(a) of the Lease Agreement.

**EXHIBIT B**

**DESCRIPTION OF LEASED PREMISES**

Real property in the City of Manhattan Beach, County of Los Angeles, State of California, described as follows:

LOTS 46 THROUGH 56, LOTS 65 THROUGH 74, LOTS 83 THROUGH 92 AND A PORTION OF LOT C (EASTERLY OF A LINE DRAWN BETWEEN THE WESTERLY BORDERS OF LOTS 65 AND 83), AND VACATED STREET (EASTERLY OF A LINE DRAWN EXTENDING THE WESTERLY BORDER OF LOT 65 TO THE SOUTHERLY BORDER OF LOT 46), TRACT NO. 2541 IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 24, PAGE 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8940-211-016