

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.

[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.

SECOND AMENDMENT TO SITE AND FACILITIES LEASE

by and between

**CITY OF MANHATTAN BEACH,
as Lessor**

and

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

Dated as of August 1, 2021

Relating to:

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

SECOND AMENDMENT TO SITE AND FACILITIES LEASE

This Second Amendment to Site and Facilities Lease (the “Second Amendment to Site and Facilities Lease”) is made and entered into as of August 1, 2021, by and between the CITY OF MANHATTAN BEACH, a municipal corporation and a general law city duly organized and existing under and by virtue of the laws of the State, as lessor (the “City”), and the MANHATTAN BEACH CAPITAL IMPROVEMENTS CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, as lessee (the “Corporation”), and amends, in part, that certain Site and Facilities Lease between the City, as lessor, and the Corporation, as lessee, 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. 2013-0212868 (the “Original Site Lease” and, together with the First Amendment to Site and Facilities Lease, dated as of December 1, 2016, and this Second Amendment to Site and Facilities Lease, the “Site Lease”).

W I T N E S S E T H :

WHEREAS, the City has entered into the Original Site Lease, as amended by the First Amendment to Site Lease, with the Corporation for the purpose of leasing to the Corporation, as lessee thereunder, the real property (including all existing improvements thereon) described in Exhibit A thereto; and

WHEREAS, the City and the Corporation desire to enter into this Second Amendment to Site and Facilities Lease 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 First Supplement to Trust Agreement, dated as of December 1, 2016 (the “First Supplement to Trust Agreement”) and by the Second Supplement to Trust Agreement, dated as of August 1, 2021 (the “Second Supplement to Trust Agreement” and collectively, the “Trust Agreement”), by and among the Corporation, the City and U.S. Bank National Association, as trustee; and

WHEREAS, pursuant to Section 18 of the Original Site Lease the City and the Corporation reserved the right to amend the Original Site Lease; and

WHEREAS, pursuant to Section 18 of the Original Site Lease and Section 4.7 of that certain Lease Agreement, dated as of February 1, 2013 by and between the City, as lessee, and the Corporation, as lessor, and recorded in the official records of the County on February 13, 2013 as Document No. 2013-0212869, as amended by the First Amendment to Lease Agreement dated as of December 1, 2016, and by the Second Amendment to Lease Agreement dated as of August 1, 2021 being recorded concurrently herewith (collectively, the “Lease”), the City and the Corporation reserved the right to amend the Site Lease and the 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 have determined to enter into this Second Amendment to Site Lease to reflect that the

Corporation shall pay to the City as additional rental payment hereunder an amount equal to the net proceeds of the 2021 Certificates; and

WHEREAS, the parties hereto have agreed to amend the Site Lease as described herein, and have determined that such amendments do not adversely affect the interests of the Owners of the 2021 Certificates or any Additional Certificates;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, it is hereby mutually agreed as follows:

SECTION 1. Definitions. Unless the context otherwise requires, the capitalized terms herein which are not defined herein shall have the meanings referenced in the Original Site and Facilities Lease.

SECTION 2. No Other Amendments. Except as expressly set forth herein, all other provisions of the Site Lease remain in full force and effect.

SECTION 3. Counterparts. This Second Amendment to Site Lease 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 parties have caused this Second Amendment to Site Lease to be executed by their duly authorized officers on the date and year first above written.

CITY OF MANHATTAN BEACH, as Lessor

By: _____
City Representative

ATTEST:

City Clerk

MANHATTAN BEACH CAPITAL
IMPROVEMENTS CORPORATION, as Lessee

By: _____
Corporation Representative

ATTEST:

Secretary

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)

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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

DESCRIPTION OF THE 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