
San Diego Regional Building Authority (SDRBA)

Agenda

October 17, 2023 at 11:00 a.m.

In-Person Participation:

County Administration Center Board Library, 1600 Pacific Highway Room 335, San Diego CA 92101

Teleconference Participation:

1(669) 900-9128; Webinar ID: 823 6317 8809

NO.	ITEM SUBJECT AND DESCRIPTION	ACTION
1.	Roll Call	
2.	Approval of Minutes Action would approve the May 3, 2023 meeting Minutes.	Approve
DISCUSSION AND REPORT ITEMS		
3.	Election of Chair and Vice Chair Action would Elect a Chair and Vice Chair for the SDRBA.	Approve
4.	Resolution Approving Release of a Portion of Leased Property Relating to Those San Diego Regional Building Authority Lease Revenue Refunding Bonds (County Operations Center), 2016A Action would move to approve Resolution No. 2023-01: Resolution of The Board of Commissioners of The San Diego Regional Building Authority Approving, Authorizing and Directing the Execution and Delivery of a First Amendment to Site Lease, A First Amendment to Facility Lease, A First Amendment to Assignment Agreement and A Termination Agreement Each for The Amendment of Leased Property to Remove A Portion Thereof, Authorizing the Execution of Necessary Documents and Certificates and Related Actions Related Thereto.	Approve
5.	Adoption of Meeting Schedule for 2024 Action would adopt Resolution No. 2023-02 designating dates and times for regular meetings of The San Diego Regional Building Authority in 2024.	Approve
6.	Public Comments	
7.	Board Member Comments	
8.	Next Meeting Date: May 16, 2024 at 3:00pm	
9.	Adjournment	

ASSISTANCE FOR PERSONS WITH DISABILITIES: Contact the Clerk of the Board office at 619-398-9561 or dalia.gonzalez@sdmts.com with questions or to request meeting material information in an alternative format. To the extent reasonably possible, requests for accommodations, assistance or disability-related accommodations should be submitted at least 72 hours in advance of the meeting so that arrangements may be made. An area in the front of the room is designated for individuals requiring the use of wheelchair or other accessible devices.

San Diego Regional Building Authority (SDRBA)

DRAFT MINUTES

May 3, 2023

1. Roll Call

Member McCann called the meeting to order at 8:21am. Authority members present included Board Member Vargas.

2. Approval of Minutes

Member McCann moved for approval of the minutes of the May 11, 2022, San Diego Regional Building Authority (SDRBA) meeting. Member Vargas seconded the motion, and the vote was 2 to 0 in favor with Member Fletcher absent.

3. James R. Mills Building – Adoption of Operating Budget and Capital Improvement Projects

Marko Medved, County of San Diego Director of General Services, provided a brief budget presentation and outlined: the division of assets, operating expenses and budget, capital improvement expenses and budget, parking revenue, direct owner expenses, revenue contribution, and finally he outlined the actual parking revenue received July 2022- March 2023.

Member Vargas asked that more electric vehicle stations be considered in the structure. Member McCann supported the request.

Action Taken

Member McCann moved to 1.) Approve the proposed FY 23/24 Operating Budget (Attachment A) and authorize the Executive Officer to approve the expenditures of \$4,828,037 in accordance therewith; and 2.) Approve the proposed FY 23/24 Capital Improvement Budget (Attachment B) and authorize the Executive Officer to approve the expenditure of \$1,735,550 from the Capital Reserve Account. Board Member Vargas seconded the motion, and the vote was 2 to 0 in favor with Member Fletcher absent.

4. Property Management Agreement – Extension

Mr. Medved and Karen Landers, MTS General Counsel provided background about the property management contract with Colliers which will expire in December. The extension would allow a preventative contract extension to ensure there is enough time to complete the procurement.

Member Vargas asked if there would be additional costs with the extension. Ms. Landers clarified that there would not be additional costs.

Action Taken

Member Vargas moved to approve a six (6) month extension of the Property Management Agreement between Colliers International Real Estate Management Services (CA), Inc. (Colliers) and San Diego Regional Building Authority, extending the agreement through June 30, 2024. Member McCann seconded the motion, and the vote was 2 to 0 in favor with Member Fletcher absent.

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4. Public Comments

There were no public comments.

5. Next Meeting Date

The next San Diego Regional Building Authority meeting is to be determined.

6. Adjournment

The meeting adjourned at 8:30 a.m.

Chairperson

Attachment: Roll Call Sheet

San Diego Regional Building Authority (SDRBA)

ROLL CALL

MEETING OF (DATE) March 3, 2023

CALL TO ORDER (TIME) 8:21am

RECESS _____

RECONVENE _____

ADJOURN 8:30am

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
Fletcher	<input type="checkbox"/>	ABSENT	ABSENT
McCann	<input checked="" type="checkbox"/>	8:21am	8:30am
Vargas	<input checked="" type="checkbox"/>	8:21am	8:30am

SIGNED BY THE CLERK OF THE BOARD: /S/ Dalia Gonzalez

San Diego Regional Building Authority (SDRBA)

Agenda Item No. 3

October 17, 2023

SUBJECT:

Election of Chair and Vice Chair

RECOMMENDATION:

That the Board of Commissioners Elect a Chair and Vice Chair for the SDRBA.

BUDGET IMPACT:

None.

DISCUSSION:

The Joint Powers Agreement establishing the San Diego Regional Building Authority (SDRBA) requires the SDRBA Commission to elect a Chair and Vice Chair. Article III, Section 2 of the SDRBA Rules and Regulations states that “The Chair [and] Vice Chair ... each shall hold office until he or she shall resign or shall be removed...”

The three-member SDRBA Commission members are appointed as follows:

1. Two members appointed by the County with the following qualifications: (a) one member of the Board of Supervisors who also serves on the board of the San Diego Trolley, Inc. (SDTI) (the rail operating entity owned by MTS) and (b) one member of the Board of Supervisors who also serves on the MTS board of directors.

Note: in 2003, following reorganization and consolidation of various regional transit planning, construction, and operational functions amongst MTS, North County Transit District, and the San Diego Association of Governments, the MTS and SDTI governing boards were consolidated to have the same members. The meetings of the MTS board are now considered joint, concurrent meetings of MTS, SDTI, and the San Diego Transit Corp. (SDTC) – the bus operating entity owned by MTS. Since that time, the County has generally appointed its designated primary and alternate MTS board members as its two commissioners on the SDRBA. These appointments are normally made each December.

2. One member appointed by the MTS board. Under MTS Board Policy No. 22, the MTS board takes action to appoint representatives to various outside boards and commissions (like the SDRBA) at its January meeting each year.

Under the SDRBA bylaws, the commission holds at least one regular meeting each May, and then schedules special meetings as necessary. The SDRBA Commission membership in 2022 included County Supervisor Nora Vargas, County Supervisor Nathan Fletcher, and MTS Board member Steve Goble. The SDRBA Commission membership in 2023 included County Supervisor Nora Vargas, County Supervisor Nathan Fletcher, and MTS Board member John McCann. County Supervisor Nathan Fletcher resigned from the Board of Supervisors effective May 15, 2023, which also left his SDRBA Commission seat vacant.

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SDRBA officers were last elected on May 24, 2021, when former SDRBA commissioner Steve Goble was elected as Chair and former SDRBA commissioner Nathan Fletcher was elected as Vice Chair. At the May 3, 2023 SDRBA meeting, Commissioner McCann stepped in and chaired the meeting in the absence of the Vice Chair. As neither Commissioner Goble nor Commissioner Fletcher are on the current SDRBA commission, a new election of these offices is necessary.

Today's action would appoint a Chair and Vice Chair for the SDRBA.

San Diego Regional Building Authority (SDRBA)

Agenda Item No. 4

October 17, 2023

SUBJECT:

Resolution Adopting Release of a Portion of Leased Property Relating to Those San Diego Regional Building Authority Lease Revenue Refunding Bonds (County Operations Center), 2016A

RECOMMENDATION:

That the San Diego Regional Building Authority move to approve Resolution No. 2023-01: Resolution of The Board of Commissioners of The San Diego Regional Building Authority Approving, Authorizing and Directing the Execution and Delivery of a First Amendment to Site Lease, A First Amendment to Facility Lease, A First Amendment to Assignment Agreement and A Termination Agreement Each for The Amendment of Leased Property to Remove A Portion Thereof, Authorizing the Execution of Necessary Documents and Certificates and Related Actions Related Thereto.

BUDGET IMPACT: There is no cost to the Authority to proceed with this action; all costs will be borne by the County of San Diego, a JPA constituent member.

DISCUSSION:

2009A Bonds. On January 28, 2009 (15), the San Diego Regional Building Authority ("Authority") approved the issuance of lease revenue bonds ("2009A Bonds") to contribute to the funding of the County Operations Center ("COC") and Annex Redevelopment project. With the Authority's and San Diego County's ("County") approval, certain lease and bond documents were executed, and the Authority issued \$136,885,000 of lease revenue bonds, which, along with County cash contributions, funded improvements at the COC. These improvements included office buildings, a parking structure, power plant, and a campus center housing public hearing chambers and common areas. The COC real property and improvements thereon served as the leased property relating to the 2009A Bonds.

2016A Bonds. (Refunding of the 2009A Bonds). On January 7, 2016 (3), at the request of the County to achieve savings by replacing higher cost financial obligations with lower cost obligations, the Authority approved refunding the outstanding 2009A Bonds by the issuance of lease revenue refunding bonds ("2016A Bonds"), in a principal amount not-to-exceed amount of \$130 million, with a not-to-exceed true interest cost of 4.5%. In March 2016, the 2016A Bonds were issued and the 2009A Bonds were refunded. The COC real property and improvements thereon served as the leased property relating to the 2016A Bonds upon its release from the leases relating to the 2009A Bonds.

Proposed Series 2023 Certificates of Participation (County Public Health Laboratory and Capital Improvements). On June 27, 2023 (17), the County Board adopted the Fiscal Year 2023-24 Operational Plan establishing appropriations of \$163.1 million in bond proceeds for construction costs related to the Public Health Lab (\$74.9 million) and Parking Structure (\$35.0 million), COC relocation project (\$22.8 million) and the CAC Major Systems Renovations project (\$30.4 million). These projects were included in the County of San Diego's Capital Improvement Needs Assessment (CINA), approved by the County Board on March 14, 2023 (25). The Fiscal Year 2023-24 Operational Plan includes these capital projects to be funded and financed

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through the issuance of long-term indebtedness, in the form of certificates of participation ("COPs"). Since then, a financing team has been working with County staff to structure a long-term lease financing and prepare the related documents to provide for the sale and delivery of the COPs ("2023 COPs").

Part of the COPs lease structure (like the Authority's lease revenue bond structure) requires the lease of County real property assets. The County's Crime Lab, located on a portion of the COC complex, is proposed to be used as part of the 2023 COPs lease structure. However, a review of the Crime Lab title documents has shown that the Crime Lab is included within the leased assets relating to the 2016A Bonds. The facility lease relating to the 2016A Bonds encumbered the COC complex and any improvements. Since the Crime Lab was built after 2016, by default it became encumbered under the facility lease.

A release of the Crime Lab from the lease documents relating to the 2016A Bonds is requested for the County to proceed most efficiently with the 2023 COPs financing. The lease documents relating to the 2016A Bonds provide for the release of any portion of the leased property so long as the remaining value of the property leased is sufficient to support annual Base Rent requirements through the 2035 final maturity of the 2016A Bonds. Such a release requires the approval of resolutions by the governing board of the Authority and the County Board of Supervisors. Each will consider certain documents including lease amendments, and further approve the execution and recording of those documents.

Today's recommendation to approve a Resolution will allow for certain amendments to the lease documents relating to the 2016A Bonds in order to release the County's Crime Lab property from the lease documents relating to the 2016A Bonds. This will allow the County's Crime Lab to be used in the 2023 COPs financing. The key documents required to make these amendments consist of (1) a First Amendment to Site Lease, (2) a First Amendment to Facility Lease, (3) a First Amendment to Assignment Agreement, and (4) a Termination Agreement. These documents will simply revise the legal description to remove the description of the Crime Lab building from the lease documents relating to the 2016A Bonds. There will remain sufficient leased asset value at the COC complex, after the amendments (\$187,157,781) to support the remaining SDRBA lease obligations of \$75,375,000. The property proposed to be released is essentially the footprint of the Crime Lab building together with an access route or similar easement for personal and vehicular access.

Summary of Documents and Forms Presented for Approval.

First Amendment to Site Lease. By and between the County and the Authority. The Site Lease, delivered in 2016, provides the terms by which the County leases the Leased Property (generally the entire County Operations Center property) to the Authority. By the First Amendment to Site Lease, submitted for this Board's approval, the Leased Property is proposed to be amended to release the County's Crime Lab building and an access route (the "Released Parcel") from the defined Leased Property.

First Amendment to Facility Lease. By and between the Authority and the County. The Facility Lease provides the terms by which the Authority leases the Leased Property to the County. The Base Rental portion of the lease payments paid by the County to the Authority are used to repay

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the 2016A Bonds as specified in the Facility Lease. By the First Amendment to Facility Lease, submitted for this Board's approval, the Leased Property is proposed to be amended to release the Released Parcel from the defined Leased Property.

First Amendment to Assignment Agreement. By and between the Authority and the Trustee. The Assignment Agreement, transfers and assigns Base Rental payments as and when received by the Authority to the Trustee for the benefit of owners of the 2016A Bonds. By the First Amendment to Assignment Agreement, submitted for this Board's approval, the Leased Property is proposed to be amended to release the Released Parcel from the defined Leased Property.

Termination Agreement. By and among the County, the Authority and the Trustee. This document is a real estate document for purposes of correcting the current record of title for the Leased Property. This document makes a summary recitation of prior leases (the documents relating to the 2009A Bonds that are terminated, with no interests of the Authority or the Trustee, for itself and for the bondholders, remaining. This document also makes summary recitations of the County, the Authority, and the Trustee each to the effect that their interests in the Released Parcel are terminated and transferred back to the County.

ATTACHMENT:

- A. Resolution
- B. First Amendment to Site Lease
- C. First Amendment to Facility Lease
- D. First Amendment to Assignment Agreement
- E. Termination Agreement

RESOLUTION NO.2023-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SAN DIEGO REGIONAL BUILDING AUTHORITY APPROVING, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO SITE LEASE, A FIRST AMENDMENT TO FACILITY LEASE, A FIRST AMENDMENT TO ASSIGNMENT AGREEMENT AND A TERMINATION AGREEMENT EACH FOR THE AMENDMENT OF LEASED PROPERTY TO REMOVE A PORTION THEREOF, AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS RELATED THERETO

WHEREAS, the San Diego Regional Building Authority (the "Authority") was established for the purpose, among others, of providing for the financing of public capital improvements for its members, which include the County of San Diego (the "County"); and

WHEREAS, the County of San Diego (the "County") desires to cause the release and removal of a portion of that leased property with respect to certain San Diego Regional Building Authority Lease Revenue Refunding Bonds (County Operations Center), Series 2016A in an aggregate amount of \$105,330,000, of which \$75,375,000 is currently outstanding (the "Series 2016 Bonds");

WHEREAS, in March 2016, the County determined to prepay certain base rental payments and to refund all of the related outstanding San Diego Regional Building Authority Lease Revenue Bonds (County Operations Center and Annex Redevelopment Project), Series 2009A issued in an aggregate principal amount of \$136,885,000 (the "Series 2009 Bonds");

WHEREAS, the Series 2009 Bonds were executed and delivered to finance the construction of a Phase 1A portion of a modern, efficient campus with approximately 900,000 square feet of office space, service buildings and parking for the benefit of the County (the "2009 Project" portion of an overall "COC Project");

WHEREAS, in order to refinance the 2009 Project, the County and the Authority entered into a Site Lease dated as of March 1, 2016 (the "Site Lease"), whereby the County agreed to lease to the Authority that real property used for the 2009 Project, together with certain facilities to be acquired, constructed and improved thereon, more particularly described in Exhibit A attached thereto (the "Original Property");

WHEREAS, in furtherance thereof, the Authority and the County entered into a Facility Lease dated as of March 1, 2016 (the "Facility Lease"), whereby the County agreed to sublease back the Original Property from the Authority;

WHEREAS, under and pursuant to the Facility Lease, the County is obligated to make rental payments to the Authority;

WHEREAS, to further evidence such obligation, the Authority assigned without recourse all its rights to receive the Base Rental Payments (as defined in the Facility Lease) scheduled to be paid by the County under and pursuant to the Facility Lease, and certain other rights, to Zions Bancorporation,

National Association (successor to Zions First National Bank), as trustee (the "Trustee"), pursuant to an Assignment Agreement dated as of March 1, 2016 (the "Assignment Agreement");

WHEREAS, in consideration of the assignments pursuant to the Assignment Agreement and the execution and delivery of an Indenture dated as of March 1, 2016 (the Indenture"), by and among the Trustee, the County and the Authority, the Authority issued the Series 2016 Bonds, payable from Base Rental Payments as and when due under the Facility Lease;

WHEREAS, the proceeds of the sale of the Series 2016 Bonds were used to provide the funds necessary to prepay the related based rental payments and refund all of the outstanding Series 2009 Bonds and to pay certain other financing costs;

WHEREAS, among the facilities acquired, constructed and improved on the Original Property as part of the COC Project is a building generally described as the County Sheriff's Crime Laboratory;

WHEREAS, the County has requested the Removal (as defined in the Facility Lease) of that portion of the Original Property, and the improvements thereon, consisting of the County Sheriff's Crime Laboratory, together with a related non-exclusive right of access or easement for vehicular and pedestrian ingress and egress (collectively, the "Released Parcel") from the Original Property leased under the Facility Lease and the Site Lease, and the subject of the Assignment Agreement (the Original Property as modified to remove and release the Released Parcel, referred to herein as the "Leased Property");

WHEREAS, the County and the Authority desire that the description of the Original Property in Exhibit A attached to the Facility Lease, the Site Lease and the Assignment Agreement be modified in order to reflect the release therefrom of the Released Parcel;

WHEREAS, Section 11.05 of the Facility Lease provides that the Site Lease, the Facility Lease and the Assignment Agreement and the rights and obligations of the Authority and the County thereunder may be amended at any time by an amendment thereto which shall become binding upon execution by the Authority and the County, without the written consents of any Owners, but only to the extent permitted by law, in order to provide for the substitution or release of a portion of the Original Property in accordance with the provisions of Section 2.06 of the Facility Lease;

WHEREAS, the County and the Authority further desire cause the execution and delivery of a Termination Agreement, among the County, the Authority and the Trustee, to evidence the refunding of the Series 2009 Bonds and the Removal of the Released Parcel; and

WHEREAS, there have been presented to this meeting proposed forms of the following documents:

1. a First Amendment to Site Lease;
2. a First Amendment to Facility Lease;
3. First Amendment to Assignment Agreement; and
4. Termination Agreement;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE SAN DIEGO REGIONAL BUILDING AUTHORITY AS FOLLOWS:

Section 1. Approval of Recitals. The Authority finds and determines that the foregoing recitals are true and correct.

Section 2. Approval of First Amendment to Site Lease. The form of First Amendment to Site Lease presented at this meeting is hereby approved and the Chairman, the Vice Chairman, the Secretary, the Executive Officer and the Clerk of the Authority (each an "Authorized Officer") are hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of and on behalf of the Authority, to execute, acknowledge and deliver the First Amendment to Site Lease in substantially the form presented at this meeting with such changes therein as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. Approval of First Amendment to Facility Lease. The form of the First Amendment to Facility Lease presented at this meeting is hereby approved and each Authorized Officer is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of and on behalf of the Authority, to execute, acknowledge and deliver the First Amendment to Facility Lease in substantially the form presented at this meeting with such changes therein as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. Approval of First Amendment to Assignment Agreement. The form of the First Amendment to Assignment Agreement presented at this meeting is hereby approved and each Authorized Officer is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of and on behalf of the Authority, to execute, acknowledge and deliver the First Amendment to Assignment Agreement in substantially the form presented at this meeting with such changes therein as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. Approval of Termination Agreement. The form of the Termination Agreement presented at this meeting is hereby approved and each Authorized Officer is hereby authorized, and any one of the Authorized Officers is hereby directed, for and in the name of and on behalf of the Authority, to execute, acknowledge and deliver the Termination Agreement in substantially the form presented at this meeting with such changes therein as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. Ratification of Actions. All actions heretofore taken by any officer, employee or agent of the Authority in connection with or related to any of the agreements or documents referenced herein, are hereby approved, confirmed and ratified in all respects.

Section 7. General Authorization. The officers and agents of the Authority, acting alone or together, are hereby authorized and directed, for and in the name of and on behalf of the Authority, to take such actions, and to execute such additional agreements, documents and certificates as may be

necessary to effectuate the purposes of this Resolution, and any and all such actions previously taken by such officers or staff members are hereby ratified and confirmed.

Section 8. Electronic Signatures. The Governing Board hereby approves the execution and delivery of any and all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the Government Code using DocuSign.

Section 9. Effectiveness. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, by the Authority this 17th day of October 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Attested:

Chairperson
San Diego Regional Building Authority

Secretary/Clerk of the Board
San Diego Regional Building Authority

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

ORRICK, HERRINGTON & SUTCLIFFE LLP
355 South Grand Avenue, Suite 2700
Los Angeles, California 90071
Attention: Sean Baxter

(Space above for Recorder's use)

This document is recorded for the benefit of the County of San Diego and the recording is fee-exempt under Section 6103 of the California Government Code and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

FIRST AMENDMENT TO SITE LEASE

by and between the

COUNTY OF SAN DIEGO
as Lessor

and the

SAN DIEGO REGIONAL BUILDING AUTHORITY
as Lessee

Dated as of _____ 1, 2023

relating to the

**SAN DIEGO REGIONAL BUILDING AUTHORITY
LEASE REVENUE REFUNDING BONDS
(COUNTY OPERATIONS CENTER)
SERIES 2016A**

FIRST AMENDMENT TO SITE LEASE

This First Amendment to Site Lease (this "First Amended Site Lease"), executed and entered into as of _____ 1, 2023, by and between the COUNTY OF SAN DIEGO, a political subdivision of the State of California (the "County") as lessor, and the SAN DIEGO REGIONAL BUILDING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), as lessee;

WITNESSETH:

WHEREAS, in March 2016, the County determined to prepay certain base rental payments and to refund all of the related outstanding San Diego Regional Building Authority Lease Revenue Bonds (County Operations Center and Annex Redevelopment Project) Series 2009A issued in an aggregate principal amount of \$136,885,000 (the "Series 2009 Bonds");

WHEREAS, the Series 2009 Bonds were issued to finance the construction of a Phase 1A portion of a modern, efficient campus with approximately 900,000 square feet of office space, service buildings and parking for the benefit of the County (the "2009 Project" portion of an overall "COC Project");

WHEREAS, in order to refinance the 2009 Project, the County and the Authority entered into a Site Lease dated as of March 1, 2016 (the "Site Lease"), whereby the County agreed to lease to the Authority that real property used for the 2009 Project, together with certain facilities to be acquired, constructed and improved thereon, more particularly described in Exhibit A attached hereto (the "Original Property"), which was recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-0092411;

WHEREAS, in furtherance thereof, the Authority and the County entered into a Facility Lease dated as of March 1, 2016 (the "Facility Lease"), whereby the County agreed to sublease back the Original Property from the Authority, which was recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-0092412;

WHEREAS, under and pursuant to the Facility Lease, the County is obligated to make rental payments to the Authority;

WHEREAS, to further evidence such obligation, the Authority assigned without recourse all its rights to receive the Base Rental Payments (as defined in the Facility Lease) scheduled to be paid by the County under and pursuant to the Facility Lease, and certain other rights, to Zions Bancorporation, National Association (successor to Zions Bank, a Division of ZB, National Association), as trustee (the "Trustee") pursuant to an Assignment Agreement dated as of March 1, 2016 (the "Assignment Agreement"), which was recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-0092413;

WHEREAS, in consideration of the assignments pursuant to the Assignment Agreement and the execution and delivery of a Indenture dated as of March 1, 2016 (the Indenture"), by and among the Trustee, the County and the Authority, the Authority issued those San Diego Regional Building Authority Lease Revenue Refunding Bonds (County Operations Center), Series 2016A in an aggregate amount of \$105,330,000, of which \$75,375,000 is currently outstanding (the "Series 2016 Bonds"), payable from Base Rental Payments as and when due under the Facility Lease;

WHEREAS, the proceeds of the sale of the Series 2016 Bonds were used to provide the funds necessary to prepay the related based rental payments and refund all of the outstanding Series 2009 Bonds and to pay certain other financing costs;

WHEREAS, Section 2.06 of the Facility Lease provides that, subject to the specific conditions precedent set forth therein, the County shall have the right to substitute alternate real property for any portion of the Original Property and to release a portion of the Original Property from the Facility Lease;

WHEREAS, the County has determined to cause the Removal (as defined in the Facility Lease) of a portion of the real property, and the improvements thereon, described on Exhibit A hereto for the Original Property and to release the Original Property from the Site Lease;

WHEREAS, among the facilities acquired, constructed and improved on the Original Property as part of the COC Project is a building generally described as the County Sheriff's Crime Laboratory;

WHEREAS, the County has requested the Removal (as defined in the Facility Lease) of that portion of the Original Property, and the improvements thereon, consisting of the County Sheriff's Crime Laboratory, together with a related non-exclusive right of access or easement for vehicular and pedestrian ingress and egress (collectively, the "Released Parcel") from the Original Property leased under the Facility Lease, the Site Lease, and the subject of the Assignment Agreement (the Original Property as modified to remove and release the Released Parcel, referred to herein as the "Leased Property");

WHEREAS, the County and the Authority desire that the description of the Original Property in Exhibit A attached to the Site Lease be modified in order to reflect the Removal therefrom of the Released Parcel and that the description of the real property and the improvements thereto set forth in the Site Lease, the Facility Lease and the Assignment Agreement be amended in order to provide for such Removal;

WHEREAS, the County is authorized by law to lease the Leased Property and the Leased Property is necessary and proper for public purposes;

WHEREAS, Section 11.05 of the Facility Lease provides that the Facility Lease, and the Site Lease and the Assignment Agreement, and the rights and obligations of the Authority and the County thereunder may be amended at any time by an amendment thereto which shall become binding upon execution by the Authority and the County, without the written consents of any Owners, but only to the extent permitted by law, in order to provide for the substitution or release of a portion of the Original Property in accordance with the provisions of Section 2.06 of the Facility Lease;

WHEREAS, concurrently with the execution of this First Amended Site Lease, the County, the Corporation and the Trustee, respectively, are entering into and/or approving a First Amendment to Facility Lease and a First Amendment to Assignment Agreement, each to be executed and recorded in the official records of San Diego County to effect such Removal of the Released Parcel; 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

entering into of this First Amended Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Amended Site Lease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

Section 1.01 **Amendment to Exhibit A.** The description of the leased property (the Original Property as defined herein) set forth in Exhibit A to the Site Lease is hereby amended to read in full as set forth in Exhibit A hereto. As a result of such amendment, as of the effective date of this First Amended Site Lease, the County leases to the Authority the property described in Exhibit A hereto pursuant to the Site Lease.

Section 1.02 **Effect of First Amended Site Lease.** This First Amended Site Lease and all of the terms and provisions herein contained shall form part of the Site Lease as fully and with the same effect as if all such terms and provisions had been set forth in the Site Lease. The Site Lease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Amended Site Lease and the terms of the Site Lease (as in effect on the day prior to the effective date of this First Amended Site Lease), the terms of this First Amended Site Lease shall prevail.

Section 1.03 **Execution in Counterparts.** This First Amended Site 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 instrument.

Section 1.04 **Effective Date.** This First Amended Site Lease shall become effective on _____, 2023.

[This space intentionally left blank]

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

COUNTY OF SAN DIEGO

By: _____
Chief Operations Officer

ATTEST:

Debt Finance Manager

**SAN DIEGO REGIONAL BUILDING
AUTHORITY**

By: _____
[Executive Director]

ATTEST:

[Assistant Secretary]

APPROVED AS TO FORM:

CLAUDIA G. SILVA
County Counsel and Authority General Counsel

By: _____
Walter de Lorrell III
Acting Chief Deputy County Counsel

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

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 SAN DIEGO)

On _____, 2023, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be 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.

Signature _____

[SEAL]

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 SAN DIEGO)

On _____, 2023, before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be 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.

Signature _____ [SEAL]

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

ORRICK, HERRINGTON & SUTCLIFFE LLP
355 South Grand Avenue, Suite 2700
Los Angeles, California 90071
Attention: Sean Baxter

(Space above for Recorder's use)

This document is recorded for the benefit of the County of San Diego and the recording is fee-exempt under Section 6103 of the California Government Code and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

FIRST AMENDMENT TO FACILITY LEASE

by and between the

SAN DIEGO REGIONAL BUILDING AUTHORITY

and the

COUNTY OF SAN DIEGO

relating to the

**SAN DIEGO REGIONAL BUILDING AUTHORITY
LEASE REVENUE REFUNDING BONDS
(COUNTY OPERATIONS CENTER)
SERIES 2016A**

Dated as of _____ 1, 2023

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FIRST AMENDMENT TO FACILITY LEASE

This First Amendment to Facility Lease (this "First Amended Facility Lease"), executed and entered into as of _____ 1, 2023, by and between the SAN DIEGO REGIONAL BUILDING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), and the COUNTY OF SAN DIEGO, a political subdivision duly organized and existing under the Constitution and laws of the State of California (the "County");

WITNESSETH:

WHEREAS, in March 2016, the County determined to prepay certain base rental payments and to refund all of the related outstanding San Diego Regional Building Authority Lease Revenue Bonds (County Operations Center and Annex Redevelopment Project) Series 2009A issued in an aggregate principal amount of \$136,885,000 (the "Series 2009 Bonds");

WHEREAS, the Series 2009 Bonds were issued to finance the construction of a Phase 1A portion of a modern, efficient campus with approximately 900,000 square feet of office space, service buildings and parking for the benefit of the County (the "2009 Project" portion of an overall "COC Project");

WHEREAS, in order to refinance the 2009 Project, the County and the Authority entered into a Site Lease dated as of March 1, 2016 (the "Site Lease"), whereby the County agreed to lease to the Authority that real property used for the 2009 Project, together with certain facilities to be acquired, constructed and improved thereon, more particularly described in Exhibit A attached thereto (the "Original Property"), which was recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-0092411;

WHEREAS, in furtherance thereof, the Authority and the County entered into a Facility Lease dated as of March 1, 2016 (the "Facility Lease"), whereby the County agreed to sublease back the Original Property from the Authority, which was recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-0092412;

WHEREAS, under and pursuant to the Facility Lease, the County is obligated to make rental payments to the Authority;

WHEREAS, to further evidence such obligation, the Authority assigned without recourse all its rights to receive the Base Rental Payments (as defined in the Facility Lease) scheduled to be paid by the County under and pursuant to the Facility Lease, and certain other rights, to Zions Bancorporation, National Association (successor to Zions Bank, a Division of ZB, National Association), as trustee (the "Trustee") pursuant to an Assignment Agreement dated as of March 1, 2016 (the "Assignment Agreement"), which was recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-0092413;

WHEREAS, in consideration of the assignments pursuant to the Assignment Agreement and the execution and delivery of a Indenture dated as of March 1, 2016 (the Indenture"), by and among the Trustee, the County and the Authority, the Authority issued those San Diego Regional Building Authority Lease Revenue Refunding Bonds (County Operations Center, Series 2016A in an aggregate amount of \$105,330,000, of which \$75,375,000 is currently outstanding (the "Series 2016 Bonds"), payable from Base Rental Payments as and when due under the Facility Lease;

WHEREAS, the proceeds of the sale of the Series 2016 Bonds and the Series 2016B Bonds were used to provide the funds necessary to prepay the related based rental payments and refund all of the outstanding Series 2009 Bonds and to pay certain other financing costs;

WHEREAS, Section 2.06 of the Facility Lease provides that, subject to the specific conditions precedent set forth therein, the County shall have the right to substitute alternate real property for any portion of the Original Property and to release a portion of the Original Property from the Facility Lease;

WHEREAS, among the facilities acquired, constructed and improved on the Original Property as part of the COC Project is a building generally described as the County Sheriff's Crime Laboratory;

WHEREAS, the County has requested the Removal (as defined in the Facility Lease) of that portion of the Original Property, and the improvements thereon, consisting of the County Sheriff's Crime Laboratory, together with a related non-exclusive right of access or easement for vehicular and pedestrian ingress and egress (collectively, the "Released Parcel") from the Original Property leased under the Facility Lease, the Site Lease, and the subject of the Assignment Agreement (the Original Property as modified to remove and release the Released Parcel, referred to herein as the "Leased Property");

WHEREAS, the County and the Authority desire that the description of the Original Property in Exhibit A attached to the Facility Lease be modified in order to reflect the Removal therefrom of the Released Parcel and that the description of the real property and the improvements thereto set forth in the Site Lease, the Facility Lease and the Assignment Agreement be amended in order to provide for such Removal;

WHEREAS, the County is authorized by law to sublease the Leased Property and the Leased Property is necessary and proper for public purposes;

WHEREAS, Section 11.05 of the Facility Lease provides that the Site Lease, the Facility Lease and the Assignment Agreement and the rights and obligations of the Authority and the County thereunder may be amended at any time by an amendment thereto which shall become binding upon execution by the Authority and the County, without the written consents of any Owners, but only to the extent permitted by law, in order to provide for the substitution or release of a portion of the Original Property in accordance with the provisions of Section 2.06 of the Facility Lease;

WHEREAS, concurrently with the execution of this First Amended Facility Lease, the County, the Corporation and the Trustee, respectively, are entering into and/or approving a First Amendment to Site Lease and a First Amendment to Assignment Agreement, each to be executed and recorded in the official records of San Diego County to effect such Removal of the Released Parcel; 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 entering into of this First Amended Facility Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Amended Facility Lease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE XII

DEFINITIONS

Section 12.01 Definitions. Unless the context otherwise requires, Unless the context otherwise requires, the following terms defined in Article I of the Facility Lease are amended and restated in full as provided below: All other capitalized terms used herein without definition shall have the meanings as set forth in the Indenture.

Assignment Agreement

“Assignment Agreement” means that certain Assignment Agreement executed and entered into as of March 1, 2016, by and between the Authority and the Trustee, as amended by that First Amendment to Assignment Agreement, executed and entered into as of _____ 1, 2023, and as it may from time to time be amended.

Facility Lease

“Facility Lease” means that Facility Lease, executed and entered into as of March 1, 2016, by and between the Authority and the County, as originally executed and entered into, as amended by that First Amendment to Facility Lease, executed and entered into as of _____ 1, 2023, and as it may from time to time be amended in accordance herewith.

Leased Property

“Leased Property” means the real property more particularly described in Exhibit A attached hereto (as the same may be changed from time to time by Removal or Substitution), together with the improvements thereon or to be located thereon.

Site Lease

“Site Lease” means that certain Site Lease, executed and entered into as of March 1, 2016, by and between the County and the Authority, as originally executed and entered into, as amended by that First Amendment to Site Lease, executed and entered into as of _____ 1, 2023, and as it may from time to time be amended in accordance herewith and therewith.

ARTICLE XIII

THE LEASED PROPERTY

Section 13.01 Amendment to Exhibit A. The description of the Property set forth in Exhibit A to the Facility Lease is hereby amended to read in full as set forth in Exhibit A hereto. As a result of such amendment, as of the effective date of this First Amended Facility Lease, the Authority leases to the County, and the County leases from the Authority, the property described in Exhibit A hereto pursuant to the Facility Lease.

ARTICLE XIV

MISCELLANEOUS

Section 14.01 Effect of First Amended Facility Lease. This First Amended Facility Lease and all of the terms and provisions herein contained shall form part of the Facility Lease as fully and with the same effect as if all such terms and provisions had been set forth in the Facility Lease. The Facility Lease is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Amended Facility Lease and the terms of the Facility Lease (as in effect on the day prior to the effective date of this First Amended Facility Lease), the terms of this First Amended Facility Lease shall prevail.

Section 14.02 Execution in Counterparts. This First Amended Facility 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 instrument.

Section 14.03 Effective Date. This First Amended Facility Lease shall become effective on _____, 2023.

[This space intentionally left blank]

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

**SAN DIEGO REGIONAL BUILDING
AUTHORITY**

By: _____
[Executive Director]

ATTEST:

[Assistant Secretary]

COUNTY OF SAN DIEGO

By: _____
Chief Operations Officer

ATTEST:

Debt Finance Manager

APPROVED AS TO FORM:

CLAUDIA G. SILVA
County Counsel and Authority General Counsel

By: _____
Walter de Lorrell III
Acting Chief Deputy County Counsel

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the First Amended Facility Lease, dated as of _____ 1, 2023, by and between the San Diego Regional Building Authority, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority") and the County of San Diego, a political subdivision duly organized and existing under the Constitution and laws of the State of California (the "County"), from the Authority to the County, is hereby accepted by the undersigned on behalf of the County pursuant to authority conferred by resolution of the Board of Supervisors of the County adopted on _____ __, 2023, and the County consents to recordation thereof by its duly authorized officer.

Dated as of _____ __, 2023

COUNTY OF SAN DIEGO

By: _____
Chief Operations Officer

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

ORRICK, HERRINGTON & SUTCLIFFE LLP
355 South Grand Avenue, Suite 2700
Los Angeles, California 90071
Attention: Sean Baxter

(space above for Recorder's use)

This document is recorded for the benefit of the County of San Diego and the recording is fee-exempt under Section 6103 of the California Government Code and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

FIRST AMENDMENT TO ASSIGNMENT AGREEMENT

by and between the

SAN DIEGO REGIONAL BUILDING AUTHORITY

and

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION
as Trustee**

Dated as of _____ 1, 2023

relating to the

**SAN DIEGO REGIONAL BUILDING AUTHORITY
LEASE REVENUE REFUNDING BONDS
(COUNTY OPERATIONS CENTER)
SERIES 2016A**

FIRST AMENDMENT TO ASSIGNMENT AGREEMENT

This First Amendment to Assignment Agreement (this “First Amended Assignment Agreement”), dated as of _____ 1, 2023, by and between the SAN DIEGO REGIONAL BUILDING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the “Authority”), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION (successor to Zions Bank, a Division of ZB, National Association), a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the “Trustee”);

WITNESSETH:

WHEREAS, in March 2016, the County of San Diego (the “County”) determined to prepay certain base rental payments and to refund all of the related outstanding San Diego Regional Building Authority Lease Revenue Bonds (County Operations Center and Annex Redevelopment Project), Series 2009A issued in an aggregate principal amount of \$136,885,000 (the “Series 2009 Bonds”);

WHEREAS, the Series 2009 Bonds were issued to finance the construction of a Phase 1A portion of a modern, efficient campus with approximately 900,000 square feet of office space, service buildings and parking for the benefit of the County (the “2009 Project” portion of an overall “COC Project”);

WHEREAS, in order to refinance the 2009 Project, the County and the Authority entered into a Site Lease dated as of March 1, 2016 (the “Site Lease”), whereby the County agreed to lease to the Authority that real property used for the 2009 Project, together with certain facilities to be acquired, constructed and improved thereon, more particularly described in Exhibit A attached thereto (the “Original Property”), which was recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-0092411;

WHEREAS, in furtherance thereof, the Authority and the County entered into a Facility Lease dated as of March 1, 2016 (the “Facility Lease”), whereby the County agreed to sublease back the Original Property from the Authority, which was recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-0092412;

WHEREAS, under and pursuant to the Facility Lease, the County is obligated to make rental payments to the Authority;

WHEREAS, to further evidence such obligation, the Authority assigned without recourse all its rights to receive the Base Rental Payments (as defined in the Facility Lease) scheduled to be paid by the County under and pursuant to the Facility Lease, and certain other rights, to the Trustee pursuant to an Assignment Agreement dated as of March 1, 2016 (the “Assignment Agreement”), which was recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-0092413;

WHEREAS, in consideration of the assignments pursuant to the Assignment Agreement and the execution and delivery of an Indenture dated as of March 1, 2016 (the Indenture”), by and among the Trustee, the County and the Authority, the Authority issued those San Diego Regional Building Authority Lease Revenue Refunding Bonds (County Operations Center), Series 2016A in an aggregate amount of \$105,330,000, of which \$75,375,000 is

currently outstanding (the "Series 2016 Bonds"), payable from Base Rental Payments as and when due under the Facility Lease;

WHEREAS, the proceeds of the sale of the Series 2016 Bonds were used to provide the funds necessary to prepay the related based rental payments and refund all of the outstanding Series 2009 Bonds and to pay certain other financing costs;

WHEREAS, Section 2.06 of the Facility Lease provides that, subject to the specific conditions precedent set forth therein, the County shall have the right to substitute alternate real property for any portion of the Original Property and to release a portion of the Original Property from the Facility Lease;

WHEREAS, among the facilities acquired, constructed and improved on the Original Property as part of the COC Project is a building generally described as the County Sheriff's Crime Laboratory;

WHEREAS, the County has requested the Removal (as defined in the Facility Lease) of that portion of the Original Property, and the improvements thereon, consisting of the County Sheriff's Crime Laboratory, together with a related non-exclusive right of access or easement for vehicular and pedestrian ingress and egress (collectively, the "Released Parcel") from the Original Property leased under the Facility Lease, the Site Lease, and the subject of the Assignment Agreement (the Original Property as modified to remove and release the Released Parcel, referred to herein as the "Leased Property");

WHEREAS, the County and the Authority desire that the description of the Original Property in Exhibit A attached to the Assignment Agreement be modified in order to reflect the release therefrom of the Released Parcel and that the description of the real property and the improvements thereto set forth in the Assignment Agreement be amended in order to provide for such Removal;

WHEREAS, the County is authorized by law to sublease the Leased Property and the Leased Property is necessary and proper for public purposes;

WHEREAS, Section 11.05 of the Facility Lease provides that the Facility Lease, and the Site Lease and the Assignment Agreement, and the rights and obligations of the Authority and the County thereunder may be amended at any time by an amendment thereto which shall become binding upon execution by the Trustee, the Authority and the County, respectively, without the written consents of any Owners, but only to the extent permitted by law, in order to provide for the Removal of a portion of the Original Property in accordance with the provisions of Section 2.06 of the Facility Lease;

WHEREAS, concurrently with the execution of this First Amended Assignment Agreement, the County and the Corporation are entering into and/or approving a First Amendment to Site Lease and a First Amendment to Facility Lease, each to be executed and recorded in the official records of San Diego County to effect such Removal of the Released Parcel; 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 entering into of this First Amended Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties

hereto are now duly authorized to execute and enter into this First Amended Assignment Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Amendment to Exhibit A. The description of the leased property (the Original Property as defined herein) set forth in Exhibit A to the Assignment Agreement is hereby amended to read in full as set forth in Exhibit A hereto.

Section 2. Effect of First Amended Assignment Agreement. This First Amended Assignment Agreement and all of the terms and provisions herein contained shall form part of the Assignment Agreement as fully and with the same effect as if all such terms and provisions had been set forth in the Assignment Agreement. The Assignment Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby. If there shall be any conflict between the terms of this First Amended Assignment Agreement and the terms of the Assignment Agreement (as in effect on the day prior to the effective date of this First Amended Assignment Agreement), the terms of this First Amended Assignment Agreement shall prevail.

Section 3. Execution in Counterparts. This First Amended Assignment Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 4. Effective Date. This First Amended Assignment Agreement shall become effective on _____, 2023.

Section 5. Counterparts. This First Amended Assignment Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this First Amended Assignment Agreement by their officers thereunder duly authorized as of the day and year first above written.

**SAN DIEGO REGIONAL BUILDING
AUTHORITY**

By: _____
[Executive Director]

ATTEST:

[Assistant Secretary]

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Joni D'Amico,
Senior Vice President,
Zions Bank Division

APPROVED AS TO FORM:

CLAUDIA G. SILVA
County Counsel and Authority General Counsel

By: _____
Walter de Lorrell III
Acting Chief Deputy County Counsel

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

ORRICK, HERRINGTON & SUTCLIFFE LLP
355 South Grand Avenue, Suite 2700
Los Angeles, California 90071
Attention: Sean Baxter

This document is recorded for the benefit of the County of San Diego and the recording is fee-exempt under Section 6103 of the California Government Code and the recording is exempt under Section 27383 of the California Government Code and Section 11928 of the California Revenue and Taxation Code.

TERMINATION AGREEMENT

among

COUNTY OF SAN DIEGO,

SAN DIEGO REGIONAL BUILDING AUTHORITY

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

Dated as of _____ 1, 2023

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "Agreement") executed and entered into as of _____ 1, 2023, is by and among the COUNTY OF SAN DIEGO (the "County"), a political subdivision of the State of California, the SAN DIEGO REGIONAL BUILDING AUTHORITY (the "Authority"), a joint powers authority duly organized and existing under and by virtue of the laws of the State of California, and ZIONS BANCORPORATION, NATIONAL ASSOCIATION (successor to Zions Bank, a Division of ZB, National Association), a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the "Trustee").

RECITALS

WHEREAS, in March 2016, the County determined to prepay certain base rental payments and to refund all of the related outstanding San Diego Regional Building Authority Lease Revenue Bonds (County Operations Center and Annex Redevelopment Project) Series 2009A issued in an aggregate principal amount of \$136,885,000 (the "Series 2009 Bonds");

WHEREAS, the Series 2009 Bonds were issued to finance the construction of a Phase 1A portion of a modern, efficient campus with approximately 900,000 square feet of office space, service buildings and parking for the benefit of the County (the "2009 Project" portion of an overall "COC Project");

WHEREAS, in order to finance the 2009 Project with the Series 2009 Bonds, the County and the Authority entered into a Site Lease dated as of February 1, 2009 (the "2009 Site Lease"), whereby the County agreed to lease to the Authority that real property used for the 2009 Project, together with certain facilities to be acquired, constructed and improved thereon, more particularly described in Exhibit A-1 attached hereto (the "Original Property"), which was recorded on February 25, 2009 and on June 2, 2009 in the official records of San Diego County as Document Nos. 2009-0092264 and 2009-0293359, respectively;

WHEREAS, in furtherance thereof, the Authority and the County entered into a Facility Lease dated as of February 1, 2009 (the "2009 Facility Lease"), whereby the County agreed to sublease back the Original Property from the Authority, which was recorded on February 25, 2009 and on June 2, 2009 in the official records of San Diego County as Document Nos. 2009-0092265 and 2009-0293360, respectively;

WHEREAS, under and pursuant to the 2009 Facility Lease, the County is obligated to make rental payments to the Authority;

WHEREAS, to further evidence such obligation, the Authority assigned without recourse all its rights to receive the Base Rental Payments (as defined in the 2009 Facility Lease) scheduled to be paid by the County under and pursuant to the 2009 Facility Lease, and certain other rights, to the Trustee pursuant to an Assignment Agreement dated as of February 1, 2009 (the "2009 Assignment Agreement"), which was recorded on February 25, 2009 and on June 2, 2009 in the official records of San Diego County as Document Nos. 2009-0092266 and 2009-0293361, respectively;

WHEREAS, in order to refinance the 2009 Project and refund the Series 2009 Bonds, the County and the Authority entered into a Site Lease dated as of March 1, 2016 (the "2016 Site Lease"), whereby the County agreed to lease to the Authority Original Property, which was

recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-009241;

WHEREAS, in furtherance thereof, the Authority and the County entered into a Facility Lease dated as of March 1, 2016 (the "2016 Facility Lease"), whereby the County agreed to sublease back the Original Property from the Authority, which was recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-0092412;

WHEREAS, under and pursuant to the Facility Lease, the County is obligated to make rental payments to the Authority;

WHEREAS, to further evidence such obligation, the Authority assigned without recourse all its rights to receive the Base Rental Payments (as defined in the Facility Lease) scheduled to be paid by the County under and pursuant to the Facility Lease, and certain other rights, to the Trustee pursuant to an Assignment Agreement dated as of March 1, 2016 (the "2016 Assignment Agreement"), which was recorded on March 2, 2016 in the official records of San Diego County as Document No. 2016-0092413;

WHEREAS, in consideration of the assignments pursuant to the Assignment Agreement and the execution and delivery of a Indenture by and among the Trustee, the County and the Authority, dated as of March 1, 2016 (the Indenture"), the Authority issued those San Diego Regional Building Authority Lease Revenue Refunding Bonds (County Operations Center), Series 2016A in an aggregate amount of \$105,330,000, of which \$75,375,000 is currently outstanding (the "Series 2016 Bonds"), payable from Base Rental Payments as and when due under the Facility Lease;

WHEREAS, the proceeds of the sale of the Series 2016 Bonds were used to provide the funds necessary to prepay the related based rental payments and refund all of the outstanding Series 2009 Bonds and to pay certain other financing costs;

WHEREAS, upon the issuance of the Series 2016 Bonds and the refunding of the Series 2009 Bonds thereby, the 2009 Site Lease, the 2009 Facility Lease and the 2009 Assignment Agreement were effectively terminated, and concurrently with the execution of this Quitclaim, the County, the Authority, and the Trustee, are entering into and/or approving a Termination Agreement, to be executed and recorded in the official records of San Diego County to further evidence such terminations;

WHEREAS, the Facility Lease provides that, subject to the specific conditions precedent set forth therein, the County has the right to substitute alternate real property for any portion of the Original Property and to release such portion of the Original Property from the Site Lease, the Facility Lease and the Assignment Agreement;

WHEREAS, the County has requested the Removal (as defined in the Facility Lease) of that portion of the Original Property, and the improvements thereon, consisting of the County Sheriff's Crime Laboratory, together with a related non-exclusive right of access or easement for vehicular and pedestrian ingress and egress (collectively, the "Released Parcel") from the Original Property leased under the Facility Lease, the Site Lease, and the subject of the Assignment Agreement (the Original Property as modified to remove and release the Released Parcel, referred to herein as the "Leased Property");

WHEREAS, the Released Parcel is described in Exhibit A-2 hereto;

WHEREAS, the County has paid all Base Rental Payments and other payments due under the 2009 Facility Lease and the Series 2009 Bonds are no longer outstanding;

WHEREAS, subject to the provisions hereof, the Authority, the County and the Trustee desire by this Termination Agreement to evidence the termination of the 2009 Site Lease, the 2009 Facility Lease, and the 2009 Assignment Agreement, and the Authority and the Trustee each desires to quitclaim to the County any right, title or interest that it may have in the Released Parcel, and provide that all right, title and interest of the Authority under the 2009 Facility Lease and the 2009 Site Lease shall revert to the County free and clear of any interest to the Authority; 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 entering into of this Termination Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Termination Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

TERMINATION

The 2009 Site Lease, the 2009 Facility Lease, and the 2009 Assignment Agreement are terminated and all obligations of the County, the Authority and the Trustee thereunder have ceased.

ARTICLE II

QUITCLAIM

The Authority hereby remises, releases and forever quitclaims to the County all of its right, title and interest in the Released Parcel. The Trustee, as assignee of the Authority, hereby quitclaims, remises, releases, conveys and transfers all right, title and interest it may have in the Released Parcel to the County free and clear of any interest of the Trustee.

ARTICLE III

MISCELLANEOUS

Section 3.01. Binding Effect. This Termination Agreement shall inure to the benefit of and shall be binding upon the County, the Authority and the Trustee and their respective successors and assigns.

Section 3.02. Severability. In the event any provision of this Termination Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.03. Effectiveness. This Termination Agreement shall become effective on the date this Termination Agreement is recorded in the Official Records of the County.

Section 3.04. Execution in Counterparts. This Termination Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.05. Applicable Law. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 3.06. Binding Effect. This Termination Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

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

COUNTY OF SAN DIEGO

By: _____
Chief Operations Officer

ATTEST:

Debt Finance Manager

**SAN DIEGO REGIONAL BUILDING
AUTHORITY**

By: _____
[Executive Director]

ATTEST:

[Assistant Secretary]

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Joni D'Amico,
Senior Vice President,
Zions Bank Division

APPROVED AS TO FORM:

CLAUDIA G. SILVA
County Counsel and Authority General Counsel

By: _____
Walter de Lorrell III
Acting Chief Deputy County Counsel

EXHIBIT A-1

DESCRIPTION OF THE ORIGINAL PROPERTY

All that real property situated in the unincorporated area of County of San Diego, State of California, described as follows, together with any improvements thereto:

EXHIBIT A-2

DESCRIPTION OF THE RELEASED PARCEL

All that real property situated in the unincorporated area of County of San Diego, State of California, described as follows, together with any improvements thereto:

San Diego Regional Building Authority (SDRBA)

Agenda Item No. 5

October 17, 2023

SUBJECT:

Adoption of Meeting Schedule for 2024

RECOMMENDATION:

That the Board of Commissioners adopt Resolution No. 2023-02 designating dates and times for regular meetings of The San Diego Regional Building Authority in 2024.

None.

DISCUSSION:

The San Diego Regional Building Authority (SDRBA) bylaws require that the SDRBA Commission either hold its regular meeting on the same day as the County Board of Supervisor's first Land Use session (Wednesday) meeting in May of each year, or that it adopts a regular meeting schedule. (See Article II, Section 5.)

Because of schedule conflicts and time constraints for commissioners on the designated County Board of Supervisor's May Land Use meeting date, the following regular meeting schedule is proposed for the SDRBA Commission's 2024 calendar via Resolution No. 2023-02:

2024 SDRBA MEETING SCHEDULE
In-person and teleconference participation will be posted on the agenda of each respective meeting.
Thursday, May 16, 2024 at 3:00pm
In the event a quorum cannot be reached on the above date, the Clerk of the Authority shall have the right to identify and publicly notice an alternate meeting date in May 2024, so long as such actions comply with the Brown Act

Attachments: A. Resolution No. 2023-02

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SAN
DIEGO REGIONAL BUILDING AUTHORITY DESIGNATING DATES AND
TIMES FOR REGULAR MEETINGS OF THE SAN DIEGO REGIONAL
BUILDING AUTHORITY IN 2024

WHEREAS, the San Diego Regional Building Authority (the "Authority") is a joint powers authority the County of San Diego (the "County") and San Diego Metropolitan Transit System (the "MTS") created to jointly finance, construct and manage the Mills Building property located at 1255 Imperial Avenue and as a means to finance other public capital improvements for its members; and

WHEREAS, section 2.04 (a) of the Joint Powers Agreement requires the Authority to have one regular meeting each year. The date, hour and place of the holding of regular meetings must be fixed by resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Authority approve the proposed 2024 Meeting Schedule, to include one meeting on May 16, 2024 at 3:00pm pm, or on another date in May 2023 to be identified and publicly noticed by the Clerk of the Authority in compliance with the Brown Act.

PASSED AND ADOPTED, by the Authority this 17th day of October 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Attested:

Chairperson
San Diego Regional Building Authority

Secretary/Clerk of the Board
San Diego Regional Building Authority