

TO BE RECORDED AND WHEN RECORDED

RETURN TO:

**Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, Suite 3200
Los Angeles, California 90017
Attention: Greg Harrington**

(Space above for Recorder's Use)

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**FIRST AMENDED AND RESTATED
ASSIGNMENT AGREEMENT**

by and between

COUNTY OF MONTEREY PUBLIC IMPROVEMENT CORPORATION

and

UNION BANK, N.A.

Dated as of June 11, 2013

FIRST AMENDED AND RESTATED ASSIGNMENT AGREEMENT

THIS FIRST AMENDED AND RESTATED ASSIGNMENT AGREEMENT (this "Amendment"), executed and entered into as of June 1, 2013, is by and between UNION BANK, N.A. (successor to Union Bank of California, N.A), as trustee (the "Trustee"), and the COUNTY OF MONTEREY PUBLIC IMPROVEMENT CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), as lessee.

WITNESSETH:

WHEREAS, the County has heretofore leased to the Corporation certain parcels of real property, and the improvements thereon, pursuant to a Ground Lease, dated as of May 1, 2007 (the "Ground Lease"); which was recorded on May 3, 2007 in the official records of Monterey County as Document No. 2007035874;

WHEREAS, in to finance a portion of the costs of the acquisition, construction, rehabilitation and installation of certain administration, health, court and court related facilities, the County leased those parcels of real property, and the improvements thereon, the subject of the Ground Lease, from the Corporation pursuant to a Lease Agreement, dated as of May 1, 2007 (the "Lease Agreement"); a memorandum of which was recorded on May 3, 2007 in the official records of Monterey County as Document No. 2007035875;

WHEREAS, the Corporation assigned, without recourse, all its rights to receive the Base Rental Payments scheduled to be paid by the County for the Property under the Lease Agreement and the Ground Lease to Union Bank, N.A. (successor to Union Bank of California, N.A), as trustee, pursuant to the Assignment Agreement, dated as of May 1, 2007 (the "Assignment Agreement"); which was recorded on May 3, 2007 in the official records of Monterey County as Document No. _____; and

WHEREAS, in accordance with a Trust Agreement, dated as of May 1, 2007, among the Trustee, the Corporation and the County, the Trustee executed and delivered the County of Monterey Certificates of Participation (2007 Refunding and Public Facilities Financing);

WHEREAS, Section 8.03 of the Ground Lease and Section 9.03 of the Lease Agreement provide that the County shall have the right to substitute alternate real property for the Property and/or to release portions of the Property from the Ground Lease and the Lease Agreement; provided that there shall be no reduction in or abatement of the Base Rental Payments due from the County under the Lease Agreement as a result of such release and substitution and subject to the prior written consent of Ambac Assurance Corporation, its successors or assigns (the "Insurer") and the satisfaction of certain conditions set forth therein;

WHEREAS, the County has determined to release and substitute a portion of the Property (the "Substituted Property") leased under the Ground Lease and the Lease Agreement and subject to the Assignment Agreement and, in accordance with the provisions of Section 8.03 of the Ground Lease and Section 9.03 of the Lease Agreement, the County and the Corporation desire, with the consent of the Insurer, to amend the Ground Lease, the Lease Agreement and the

Assignment Agreement so as to revise the legal description of such Property set forth, respectively, in Exhibit “A” to the Ground Lease, the Lease Agreement and the Assignment Agreement;

WHEREAS, the County and the Corporation seek to reconvey to the County the released portion of the Substituted Property, and to correct the Assignment Agreement with respect to the Property subject thereto and have entered into a form of Termination Agreement and Quitclaim, First Amended and Restated Lease Agreement, First Amended and Restated Ground Lease and this Amendment in order to amend and restate the description of the Property set forth, respectively, in Exhibit “A” to the Lease Agreement, the Ground Lease and the Assignment Agreement;

WHEREAS, the County and the Corporation have entered into this Amendment in order to amend and restate the description of the Property set forth in Exhibit “A” of the Assignment Agreement, with such amended and restated legal description of the leased property attached hereto as Exhibit “A”; 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 Amendment 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 Amendment;

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

ARTICLE I

AUTHORITY AND DEFINITIONS

Section 1.01. Amendment. This Amendment amends the Assignment Agreement.

Section 1.02. Authority for Amendment. This Amendment is entered into pursuant to Section 8.03 of the Ground Lease and Section 9.03 of the Lease Agreement. Similar amendments are being made to the Lease Agreement and the Ground Lease. On or before the date of execution hereof, the Insurer has consented in writing to this Amendment.

Section 1.03. Definitions. All terms defined in Section 1.01 of the Lease Agreement shall have the same meanings in this Amendment as such terms are given in the Ground Lease.

Section 1.04. Amendment to Assignment Agreement. This Amendment amends and supplements the Assignment Agreement.

Section 1.05. Purpose of this Amendment. The purpose of this Amendment is to conform to the Lease Agreement and the Ground Lease, as amended, since certain rights under both have been assigned to the Trustee pursuant to the Assignment Agreement.

Section 1.06. References to Lease Agreement and Ground Lease. As used in the Assignment Agreement and this Amendment, all references to the Lease Agreement shall mean the Lease Agreement, as amended from time to time, and all references to the Ground Lease shall mean the Ground Lease, as amended from time to time.

ARTICLE II

AMENDMENTS TO ASSIGNMENT AGREEMENT

Section 2.01. Amendment to Exhibit A. The real property comprising the Property described in Exhibit A to the Assignment Agreement is amended and restated as set forth in Exhibit "A" **hereto**, and incorporated by reference herein.

Section 2.02. Effectiveness. This Amendment shall become effective upon the execution hereof by the Trustee and the Corporation. This Amendment shall be recorded with the Monterey County Recorder.

ARTICLE III

ASSIGNMENT AGREEMENT TO REMAIN IN EFFECT; COUNTERPARTS

Section 3.01. Assignment Agreement to Remain in Effect. Save and except as amended by this Amendment, the Assignment Agreement shall remain in full force and effect.

Section 3.02. Counterparts. This Amendment 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.

IN WITNESS WHEREOF, the Corporation and the Trustee have caused this Amendment to be executed by their respective officers hereunto duly authorized, all as of the day and year first above written.

**COUNTY OF MONTEREY PUBLIC
IMPROVEMENT CORPORATION**

By: _____
President

UNION BANK, N.A.

By: _____
Authorized Signatory

EXHIBIT A

DESCRIPTION OF THE PROPERTY

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

Administration Building Parcel 168 West Alisal Street Salinas, CA

Being a portion of the lands of Monterey County and being a portion of that certain parcel of land designated as "A.P.N. 002-253-027" on that certain map entitled "RECORD OF SURVEY of Blocks B5, B6, & B7 of Riker & Jackson Survey, and Block 10 of Stone's Addition," filed for record August 15, 2003, in Volume 26 of Surveys, at Page 98, Records of Monterey County, and being more particularly described as follows:

Beginning at a point on the easterly line of Capitol Street (a City street, 60 feet wide) from which the southwesterly corner of said designated parcel bears S. 09° 22' 09" E., 191.26 feet distant; thence from said point of beginning and along said westerly line of Capitol Street

- 1) N. 09°22'09" W., 193.40 feet; thence leaving said easterly street line.
- 2) N. 80°43'19" E., 289.01 feet; thence
- 3) S. 09°16'41" E., 193.40 feet; thence
- 4) S. 80°43'19" W., 288.71 feet to the point of beginning.

Containing an area of 1.282 acres of land, more or less, and

North Wing Courthouse Parcel 240 Church Street Salinas, CA

Being a portion of the lands of Monterey County, being a portion of that certain parcel of land designated as "A.P.N. 002-253-027" on that certain map entitled "RECORD OF SURVEY of Blocks B5, B6, & B7 of Riker & Jackson Survey, and Block 10 of Stone's Addition," filed for record August 15, 2003, in Volume 26 of Surveys, at Page 98, Records of Monterey County, and being more particularly described as follows:

BEGINNING at a point on the westerly line of Church Street (a City street, 60 feet wide) from which the southeasterly corner of said designated parcel bears S. 09° 22' 54" E., 183.53 feet distant; thence from said point of beginning and along said westerly line of Church Street

- 5) N. 09°22'54" W., 183.50 feet; thence leaving said westerly street line.
- 6) S. 80°41'34" W., 75.72 feet; thence
- 7) S. 09°47'28" E., 32.06 feet; thence
- 8) S. 80°23'14" W., 195.42 feet; thence
- 9) N. 09°20'59" W., 57.72 feet; thence
- 10) S. 79°35'16" W., 19.96 feet; thence

- 11) S. 09°16'41" E., 188.84 feet; thence
- 12) N. 82°43'25" E., 35.23 feet; thence
- 13) S. 09°31'28" E., 10.64 feet; thence
- 14) N. 80°55'55" E., 165.35 feet; thence
- 15) S. 09°51'54" E., 6.22 feet; thence
- 16) N. 80°45'41" E., 90.54 feet to the point of beginning.

Containing an area of 1.051 acres of land, more or less, and

**Monterey County Health Administration Building
1270 Natividad Road Salinas, CA**

That certain real property situate in Rancho Sausal, in the City of Salinas, County of Monterey, State of California, being a portion of that certain parcel of land described as "Parcel No. 1" in deed from Arthur G. Panziera, et al, to the County of Monterey, dated January 16, 1956 and recorded February 7, 1956 in Book 1679 of Official Records, at Page 148, Records of Monterey County, also being a portion of that certain 62.389 acre parcel of land conveyed from Eugene Sherwood to the County of Monterey by deed dated September 2, 1885 and recorded September 7, 1885 in Book 10 of Deeds, at Page 332, Records of Monterey County, and being more particularly described as follows:

Beginning at a point on the northerly line of East Laurel Drive, a City Street of variable width, from which the most southerly corner of that certain parcel of land described as "Parcel 2819" in deed from the County of Monterey to the City of Salinas, dated February 13, 1973 and recorded September 4, 1973 in Reel 868 of Official Records, at Page 619, Records of Monterey County, bears N. 72°52'02" W., 375.32 feet distant; thence from said point of beginning and leaving said northerly road line

- 1) N. 24°01'59" W., 442.38 feet to a point on the southeasterly line of said Parcel 2820, being the southeasterly line of Natividad Road, a City Street, 106 feet wide; thence along said southeasterly road line
- 2) N. 40°41'29" E., 336.91 feet, at 331.76 feet, a point on the southwesterly line of the aforesaid 62.389 acre conveyed parcel, said point also being the most easterly corner of "Parcel 2819," as said parcel is described in the aforesaid deed to the City of Salinas, 336.91 feet; thence leaving said southeasterly road line
- 3) S. 49°33'57" E., 95.01 feet; thence
- 4) S. 60°51'16" E., 322.35 feet; thence
- 5) S. 30°55'52" W., 23.74; thence tangentially curving
- 6) Southerly along a circular curve to the left (the center of which bears S. 59°04'08" E., 130.00 feet distant) through a central angle of 55°37'35" for an arc distance of 126.21 feet; thence leaving said curve and tangent thereto
- 7) S. 24°41'43" E., 102.45 feet; thence tangentially curving
- 8) Southeasterly along a circular curve to the left (the center of which bears N. 65°18'17" E., 350.00 feet distant) through a central angle of 2°51'39" for an arc distance of 17.48 feet; thence leaving said curve but not tangent thereto
- 9) S. 65°50'53" W., 465.82 feet to the point of beginning.

CONTAINING an area of 5.397 acres of land, more or less, and

**Monterey County Adult Detention
1410 Natividad Road, Salinas, CA**

That certain real property situate in Rancho Sausal, in the City of Salinas, County of Monterey, State of California, being a portion of that certain 20 acre parcel of land conveyed from Stanley Sherwood to the County of Monterey by deed dated February 27, 1946 and recorded April 5, 1946 in Book 879 of Official Records, at Page 345, Records of Monterey County, also being a portion of Parcel 1, as said parcel of land is described and conveyed from James Bundgard, et ux, to the County of Monterey by deed dated July 20, 1948 and recorded July 23, 1948 in Book 1075 of Official Records, at Page 281, Records of Monterey County, also being a portion of that certain parcel of land described as "Parcel 1" in deed from Howard J. Darington, et ux, to the County of Monterey, dated October 22, 1958 and recorded November 5, 1958 in Book 1907 of Official Records, at Page 170, Records of Monterey County, and being more particularly described as follows:

Beginning at the most southerly corner of Lot 28 of Block 3 of "Tract No. 656, Unit No. 5, Monta Vista Park Addition No. 1" subdivision, as said lot, block and subdivision are shown and so designated on that certain map filed for record on March 22, 1972 in Volume 11 of Cities and Towns, at Page 33, Records of Monterey County, said point also being the most southerly corner of that certain 5.855 acre tract conveyed from Stanley Sherwood to Eugene N. Sherwood by deed recorded September 16, 1921 in Volume 183 of Deeds, at Page 441, Records of Monterey County; thence from said point of beginning

- 10) S. 61°00'39" W., 155.53 feet; thence
- 11) S. 26°57'55" W., 388.27 feet; thence
- 12) S. 12°47'57" W., 378.71 feet; thence
- 13) N. 66°56'30" W., 373.16 feet; thence
- 14) S. 23°22'24" W., 108.00 feet; thence
- 15) N. 66°37'36" W., 150.00 feet; thence
- 16) N. 23°22'24" E., 403.30 feet; thence
- 17) N. 66°37'36" W., 170.70feet; thence
- 18) N. 23°22'24" E., 214.00 feet; thence
- 19) S. 66°37'36" E., 52.15 feet; thence
- 20) N. 23°22'24" E., 291.80 feet to an angle point in the southerly boundary of Parcel "A," as said parcel is shown and so designated on that certain map filed for record on December 17, 1985 in Volume 16 of Parcel Maps, at Page 121, Records of Monterey County; thence along said southerly boundary
- 21) N. 75°27'20" E., 67.96 feet (N. 73°43'10" E., 68.03, map); thence
- 22) N. 26°30'48" E., 70.04 feet (N. 24°56'30" E., 70.03, map); thence
- 23) S. 66°35'04" E., 302.74 feet (S. 68°15' E., 303.12, map); thence
- 24) N. 22°37'26" E., 128.89 feet (N. 20°57'30" E., 129.05, map) to a point on the southwesterly boundary of Lot 23 of Block 3 of "Tract No. 619, Unit No. 4, Monta Vista Park Addition No. 1" subdivision, as said lot, block and subdivision are shown

and so designated on that certain map filed for record on January 20, 1971 in Volume 10 of Cities and Towns, at Page 46, Records of Monterey County; thence leaving said southerly parcel boundary and along said southwesterly boundary of Lot 23 and Lots 24 and 25 of said Block 3 and along the southwesterly boundary of Lots 26, 27 and 28 of the aforesaid Block 3 of "Tract No. 656"

- 25) S. 41°27'35" E., 367.92 feet (S. 43°07'30" E., map) to the point of beginning.

The above bearings and distances are based on the California Coordinate System 1983 Zone IV. To obtain bearings relative to true north, the grid bearings shown must be rotated clockwise approximately 1°34'07". To obtain ground level distances, multiply the distances shown by 1.0000585.

CONTAINING an area of 12.761 acres of land, more or less, and,

**Monterey Courthouse Complex
1220 Aguajito Road, Monterey, CA**

Being a portion of the parcel of land conveyed to the State of California by deed recorded October 9, 1958 in Volume 1901 of Official Records, at Page 244, Records of Monterey County, and being more particularly described as follows:

BEGINNING at a point at the most southwesterly corner of said parcel, said corner being marked by a United States Navy brass cap monument designated "M-146"; then along the westerly line of said parcel

- 1) N. 11°12'51" E., 69.44 feet; thence
- 2) N. 08°52'09" W., 75.14 feet; thence
- 3) N. 28°57'09" W., 28.03 feet; thence
- 4) N. 35°54'11" W., 35.87 feet; thence
- 5) N. 32°12'25" E., 398.11 feet; thence
- 6) N. 43°43'07" E., 161.09 feet; thence
- 7) S. 42°10'35" E., 129.13 feet to easterly terminus of Course (D) as described in that certain deed to the County of Monterey, recorded August 18, 1964 in Reel 357 of Official Records, at Page 304, Records of Monterey County; thence
- 8) S. 36°00'14" E., 77.03 feet to an intersection with that certain course described as "(3) South 13°00' East 153.57 feet" in the aforesaid deed to the State of California, last said course being in the easterly line of said parcel; thence along last said course
- 9) S. 11°12'09" E., 88.39 feet to the southerly terminus thereof; thence continuing along said easterly line and tangentially curving
- 10) Southerly along the arc of a circular curve to the right (the center of which bears S. 78°47'51" W., 120.19 feet distant) through a central angle of 52°00'00" for an arc distance of 109.08 feet; thence leaving said curve and tangent thereto
- 11) S. 40°47'51" W., 20.03 feet; thence tangentially curving
- 12) Southerly along the arc of a circular curve to the left (the center of which bears S. 49°12'09" W., 180.29 feet distant) through a central angle of 41°50'00" for an arc distance of 131.63 feet; thence leaving said curve to a tangent thereto

- 13) S. $01^{\circ}02'09''$ E., 177.70 feet to the most southeasterly corner of said parcel, last said corner being marked United States Navy monument "M-147"; thence along said southerly line
- 14) N. $88^{\circ}12'09''$ W., 359.60 feet to the point of beginning.

STATE OF CALIFORNIA)

) **ss.**

COUNTY OF MONTEREY)

On _____, 2013, 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 be 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]

STATE OF CALIFORNIA)

) ss.

COUNTY OF MONTEREY)

On _____, 2013, 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 be 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]