

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP  
900 Larkspur Landing Circle, Suite 270  
Larkspur, CA 94939-1726  
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

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## ASSIGNMENT AGREEMENT

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For Value Received, the AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY (the "Authority") without recourse does hereby sell, assign and transfer to UMPQUA BANK, and its successors and assigns (the "Assignee"), (i) all rights, title and interest in and to the Lease Agreement, dated as of April 1, 2015, in the amounts shown on Exhibit A attached hereto, a memorandum of which has been recorded concurrently herewith, by and between the Authority, as sublessor, and the County of Amador (the "County"), as sublessee (said Lease Agreement and any supplements, amendments, annexations, extensions or renewals thereof are referred to hereinafter as the "Lease Agreement"), as well as its rights to enforce payment of Lease Payments (as defined in the Lease Agreement) when due or otherwise to protect its interests and exercise all remedies in the event of a default or termination by the County under the Lease Agreement; provided that the Authority's rights to indemnification and payment or reimbursement for any costs or expenses thereunder have been retained by the Authority to the extent such rights accrue to the Authority and shall have been assigned to the Assignee to the extent such rights accrue to the Assignee, (ii) except for the Authority's obligation under Section 4 thereof, all of its rights, title and interest in and to the Site and Facility Lease, dated as of April 1, 2015, which has been recorded concurrently herewith, by and between the County, as lessor, and the Authority, as lessee (the "Site and Facility Lease"), and (iii) all moneys, sums and amounts now due or hereinafter to become due under the Lease Agreement. The Site and Facility Lease and the Lease Agreement delivered to the Assignee are duly executed duplicate originals that comprise the entire writing, obligation and agreement between the Authority and the County respecting the leases made thereunder and the lease payments made therefor.

The Assignee, hereby accepts the foregoing assignment. The above assignment is intended to be an absolute and unconditional assignment to the Assignee and is not intended as a loan by the Assignee to the Authority. Accordingly, in the event of bankruptcy of the Authority, the assigned property shall not be part of the Authority's estate. However, if the above assignment is deemed to be a loan by the Assignee to the Authority, then the Authority shall be deemed to have granted to the Assignee, and hereby grants to the Assignee, a continuing first priority security interest in the assigned property and all proceeds thereof as collateral security for all obligations of the Authority hereunder and all obligations of the

County under the Lease Agreement and this Assignment Agreement shall be deemed a security agreement with respect to such loan.

The Authority represents and warrants as follows:

(1) it has made no prior sale or assignment of any interest in the Site and Facility Lease and the Lease Agreement;

(2) that the Lease Agreement and the Site and Facility Lease are genuine and in all respects are what they purport to be;

(3) that the Assignee are not liable for and do not assume responsibility for the performance of any of the covenants, agreements, duties or obligations specified in the Lease Agreement to be kept, paid or performed by the Authority, with exception of such covenants, agreements, duties and obligations (if any) which are expressly made the responsibility of the Assignee under the Lease Agreement;

(4) that the Authority has the power, authority, and legal right to execute, deliver and perform this Assignment Agreement and this Assignment Agreement is a valid, binding, and enforceable obligation of the Authority, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles;

(5) that good and marketable title to the assigned property has been duly vested in the Assignee free and clear of any liens, security interests, encumbrances or other claims other than the rights of the County under the Lease Agreement, and the Authority has not assigned or transferred any of the assigned property or any interest in the assigned property to any party other than the Assignee;

(6) that this Assignment Agreement has been duly authorized by all necessary action on the part of the Authority; and

(7) that the Authority agrees that it (a) shall not have any right to amend, modify, compromise, release, terminate or permit prepayment of the Lease Agreement, and (b) shall not take any action that may impair the payment of Lease Payments or the validity or enforceability of the Lease Agreement.

The Authority further represents and warrants that as of the date of this Assignment Agreement, the Lease Agreement and the Site and Facility Lease are in full force and effect and the County is not in default of any of the terms set forth therein.

By its acceptance of this Assignment Agreement, the Assignee represents and warrants (i) the price it has paid in consideration for assignment of the Corporation's rights, title and interest under the Site and Facility Lease and the Lease Agreement including, but not limited to, the right of the Corporation to receive the Lease Payments (as defined in the Lease Agreement) thereunder is \$6,168,000; (ii) that it reasonably expects to hold the Lease Agreement for its own account and does not presently expect to sell, assign, or otherwise transfer any of its rights, title and interest under the Lease Agreement, subject to the Assignee's right to dispose of or otherwise deal with its property (including the Lease Agreement) as it determines to be in its best interests from time to time; and (iii) that it has entered into this financing with the intention to book and hold the Lease Agreement and related documents as a loan in its loan portfolio.

This Assignment Agreement shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in the State of

California. Any provision of this Assignment Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment Agreement.

This Assignment Agreement binds and inures to the benefit of the parties and their respective successors and assigns. In the event of litigation between the Authority and the Assignee arising under this Assignment Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses, including attorneys' fees which may be those of in-house counsel, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this Assignment Agreement.

The descriptions of the Site and the Facility which are the subject of the Site and Facility Lease and the Lease Agreement are set forth in Exhibits B and C attached hereto and by this reference incorporated herein.

This Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated as of April 1, 2015

AMADOR COUNTY PUBLIC FACILITIES  
FINANCING AUTHORITY

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTANCE OF ASSIGNMENT:

UMPQUA BANK, as Assignee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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

Lease Payment Date	Principal Component	Interest Component (1)	Total Lease Payment
10/1/15	\$508,000	\$69,467.10	\$577,467.10
4/1/16	—	74,995.00	74,995.00
10/1/16	503,000	74,995.00	577,995.00
4/1/17	—	68,330.25	68,330.25
10/1/17	517,000	68,330.25	585,330.25
4/1/18	—	61,480.00	61,480.00
10/1/18	531,000	61,480.00	592,480.00
4/1/19	—	54,444.25	54,444.25
10/1/19	545,000	54,444.25	599,444.25
4/1/20	—	47,223.00	47,223.00
10/1/20	558,000	47,223.00	605,223.00
4/1/21	—	39,829.50	39,829.50
10/1/21	574,000	39,829.50	613,829.50
4/1/22	—	32,224.00	32,224.00
10/1/22	585,000	32,224.00	617,224.00
4/1/23	—	24,472.75	24,472.75
10/1/23	600,000	24,472.75	624,472.75
4/1/24	—	16,522.75	16,522.75
10/1/24	618,000	16,522.75	634,522.75
4/1/25	—	8,334.25	8,334.25
10/1/25	629,000	8,334.25	637,334.25

(1) The interest component of the Lease Payments shall be calculated based on an interest rate of 2.65% per annum.

## EXHIBIT B

### DESCRIPTION OF THE SITE

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, CITY OF JACKSON, AND IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING A PORTION OF LOTS 1 AND 20, IN BLOCK 1 OF THE TOWNSITE (NOW CITY) OF JACKSON, AND A PORTION OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 21, T.6 N., R. 11 E., M.D.B.&M., BOUNDED ON THE NORTH BY THE SOUTH LINE OF COURT STREET (OLD HIGHWAY #88) BOUNDED ON THE EAST BY THE WESTERLY LINE OF THE GULETZ PROPERTY, AS THE SAME IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 38 OF MAPS AND PLATS, AT PAGE 63, AMADOR COUNTY RECORDS; BOUNDED ON THE SOUTH BY THE NORTH RIGHT OF WAY LINE OF CALIFORNIA STATE HIGHWAY NO. 88, AS DESCRIBED IN DEED RECORDED IN BOOK 26 OF OFFICIAL RECORDS, AT PAGE 406; BOUNDED ON THE WEST BY LOT 19, BLOCK 1 OF SAID TOWNSITE, AND BY THAT CERTAIN PARCEL OF LAND SHOWN AND DESIGNATED AS "COUNTY OF AMADOR", ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 27 OF MAPS AND PLATS, AT PAGE 88, AMADOR COUNTY RECORDS.

PORTION OF APN 020-200-021-000

## **EXHIBIT C**

### **DESCRIPTION OF THE FACILITY**

The Facility is comprised of the County Administration Building, a two story structure with a total building area of approximately 55,900 square feet. The building is a steel braced frame structure on a floating structural slab foundation, with three coat lath & plaster over light gage metal stud skin, designed to withstand resultant earthquake forces in accordance with the Uniform Building Code. The building's column spacing and floor plate configuration allows for flexible space use through a combination of open work areas and private offices. The building provides space for the following County departments: Board of Supervisors chamber and offices, County Administrative Officer, Treasurer-Tax Collector, Auditor-Controller, County Counsel, Clerk-Recorder, Human Resources, Public Works, Planning, Environmental Management, Information Technology, Building, Elections, and Surveying, as well as the Amador Fire Protection District.

## LETTER AGREEMENT FOR PURCHASE AND RATE LOCK

April 15, 2015

County of Amador  
810 Court Street  
Jackson, CA 95642  
Attention: County Administrative Officer

Amador County Public Facilities Financing Authority  
c/o County of Amador  
810 Court Street  
Jackson, CA 95642  
Attention: County Administrative Officer

Re: \$6,168,000 Lease Agreement, dated as of April 1, 2015, by and between the Amador County Public Facilities Financing Authority and the County of Amador, assigned to Umpqua Bank

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Ladies and Gentlemen:

The undersigned, Umpqua Bank (the "Purchaser"), offers, upon the following terms, to acquire (i) the rights, title and interest of Amador County Public Facilities Financing Authority (the "Authority") under the Lease Agreement (hereinafter defined), including its rights to receive Lease Payments to be made by the County of Amador (the "County") under the Lease Agreement, dated as of April 1, 2015 (the "Lease Agreement"), by and between the County and the Authority; provided that the Authority's rights to indemnification and payment or reimbursement for any costs or expenses thereunder have been retained by the Authority to the extent such rights accrue to the Authority and shall have been assigned to the Purchaser, as assignee, to the extent such rights accrue to the Purchaser, by entering into an assignment agreement, dated as of April 1, 2015 (the "Assignment Agreement"), with the Authority, and (ii) except for the Authority's obligation under Section 4 thereof, the rights, title and interest of the Authority under the Site and Facility Lease, dated as of April 1, 2015 (the "Site and Facility Lease"), by and between the County and the Authority.

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease Agreement.

1. *Purchase and Purchase Price; Terms of Corporation's Obligations.* The County and the Authority agree to execute and deliver the Site and Facility Lease and the Lease Agreement, and the Purchaser agrees to purchase the Authority's rights, title and interest under the Lease Agreement, as described more specifically above and in the Assignment Agreement, at an aggregate purchase price of \$6,168,000. The Lease Payments under the Lease Agreement and the interest rates applicable thereto shall be as shown in Exhibits A hereto.

The County acknowledges that:

(a) The Purchaser is acting in this transaction solely for its own loan account and not as a fiduciary for the County or in the capacity of broker, dealer, municipal securities underwriter, placement agent, or municipal advisor;



(b) The Purchaser has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the County (including to any placement agent engaged by the County) with respect to the structuring of the financing or the execution and delivery of the Lease Agreement;

(c) The Purchaser has no fiduciary duty pursuant to section 15B of the Securities Exchange Act of 1934, as amended, to the County with respect to the transactions relating to the structuring of the financing or the execution and delivery of the Lease Agreement and the discussions, undertakings, and procedures leading thereto;

(d) Each of the County and its placement agent (if any) has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the lease financing transaction from its financial, legal, and other advisors (and not the Purchaser or its affiliates) to the extent that the County or its placement agent (if any) desires to, should, or needs to obtain such advice;

(e) The Purchaser has expressed no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the County's placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the County's placement agent, with respect to any such matters; and

(f) the transactions between the County and the Purchaser is an arm's length, commercial transaction in which the Purchaser is acting and have acted solely as a principal and for its own interest, and the Purchaser has not made recommendations to the County with respect to the transactions relating to the Lease Agreement.

2. *Use of Funds.* The purchase price paid by the Purchaser shall be used by the Authority to pay the County an advance rental of \$6,168,000, pursuant to Section 4 of the Site and Facility Lease. The County shall use such advance rental payment received from the Authority to (a) defease and refund the County's 2005 Certificates of Participation (the "2005 Certificates"), and (b) pay the costs related to the preparation, execution and delivery of the Lease Agreement, the Site and Facility Lease, the Assignment Agreement and documents related to the defeasance and refunding of the 2005 Certificates to be refunded.

### 3. *Disposition of Proceeds.*

(a) On the Closing Date, the Purchaser shall transfer, via wire transfer, to U.S. Bank National Association, as escrow bank (the "Escrow Bank"), the amount of \$6,095,973.40 to be deposited in the Fund and applied to the defeasance and refunding of the 2005 Certificates to be refunded. Wire information will be provided prior to the Closing Date.

(b) On the Closing Date, the Purchaser shall transfer, via wire transfer (wire information to be provided prior to the Closing Date), \$72,026.60 to U.S. Bank National Association, as costs of issuance custodian (the "Costs of Issuance Custodian"), for payment of the costs of the financing transaction, to be allocated as follows:

(i) to Quint & Thimmig LLP, as bond counsel, \$25,000.00 (invoice with wire information to be provided prior to the Closing Date);

(ii) to Brandis Tallman LLC, as placement agent, \$24,672.00 (invoice with wire information to be provided prior to the Closing Date);

(iii) to Nixon Peabody LLP, as a counsel to the Purchaser, \$12,000.00 (invoice with wire information to be provided prior to the Closing Date);

(iv) to the Escrow Bank and Costs of Issuance Custodian, \$1,100.00 (invoice with wire information to be provided prior to the Closing Date);

(v) to Stewart Title Guaranty Company, as title insurer, \$5,594.50 (invoice with wire information to be provided prior to the Closing Date);

(vi) to the County, \$3,425.00, to be applied to the payment of the fee of the California Debt and Investment Advisory Commission, to County's costs of the transaction or applied to make the first Lease Payment. Wire instructions to be provided prior to the Closing Date.

4. *Closing.* At 8:00 a.m. California Time, on April 28, 2015, or at such other time or on such earlier or later date as the Purchaser, the Authority and the County mutually agree upon (the "Closing Date"), the County will deliver (or cause to be delivered) the Site and Facility Lease and the Lease Agreement executed by the County and the Authority, and the Assignment Agreement executed by the Authority and the Purchaser, and the Purchaser will pay the purchase price for the Authority's rights, title and interest in the Site and Facility Lease and the Lease Agreement as set forth in Section 1 hereof in federal or other immediately available funds.

5. *Representations and Warranties of the County.* The County represents and warrants to the Purchaser that:

(a) The County is a political subdivision organized and existing under the Constitution and the laws of the State of California (the "State"), and has all necessary power and authority to enter into and perform its duties under this Agreement and the Site and Facility Lease and the Lease Agreement (collectively, the "County Documents").

(b) To the best knowledge of the County, neither the execution and delivery of the County Documents, or the execution of this Agreement, and compliance with the provisions on the County's part contained therein, nor the consummation of any other of the transactions herein and therein contemplated, nor the fulfillment of the terms hereof and thereof, materially conflicts with or constitutes a material breach of or default under nor materially contravenes any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject, nor does any such execution, delivery, adoption or compliance result in the security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the County under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the County Documents.

(c) The County Documents have been duly authorized by the County, and, assuming due authorization, execution and delivery by the other parties thereto, will constitute legal, valid and binding agreements of the County enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against cities in the State of California.

(d) There is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory agency having jurisdiction over the County required for the

execution and delivery of the County Documents or the consummation by the County of the other transactions contemplated by the County Documents.

(e) To the best knowledge of the County, there is, and on the Closing Date (as hereinafter defined) there will be, no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened against the County to restrain or enjoin the payments to be made pursuant to the Lease Agreement, or in any way contesting or affecting the validity of the County Documents or the authority of the County to approve this Agreement, or enter into the County Documents or contesting the powers of the County to enter into or perform its obligations under any of the foregoing or in any way contesting the powers of the County in connection with any action contemplated by this Agreement or to restrain or enjoin the payment of Lease Payments, nor is there any basis for any such action, suit, proceeding or investigation.

(f) By official action of the County prior to or concurrently with the execution hereof, the County has duly authorized and approved the execution and delivery of, and the performance by the County of the obligations on its part contained in the County Documents and the consummation by it of all other transactions contemplated by this Agreement.

(g) The County is not in breach of or default under any material applicable law or administrative regulation of the State of California or the United States or any material applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or is otherwise subject and in connection with which the County is obligated to make payments from its own funds, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument the consequence of which could be to materially and adversely affect the performance of the County under the County Documents.

(h) The County will deliver all opinions, certificates, letters and other instruments and documents reasonably required by the Purchaser and this Agreement.

(i) Any certificate of the County delivered to the Purchaser shall be deemed a representation and warranty by the County to the Purchaser as to the statements made therein.

(j) As of the time of acceptance hereof and as of the Closing Date the County does not and will not have outstanding any indebtedness which is secured by a lien on the County's general fund except as disclosed to the Purchaser.

(k) The financial statements of, and other financial information regarding the County delivered to the Purchaser fairly present the financial position and results of the operations of the County as of the dates and for the periods therein set forth and the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied.

(l) Between the date of this Agreement and the date of Closing Date, the County will not, without the prior written consent of the Purchaser, offer or issue any certificates, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, secured by a lien on the County's general fund.

(m) The County acknowledges that Purchaser will treat the acquisition of the Authority's rights in the Lease Agreement as a loan.

6. *Conditions Precedent to the Closing.* Other conditions precedent to the Closing are:

(a) The delivery by the County of a certified copy of (i) the resolution of the County Council authorizing the execution and delivery by the County of the Site and Facility Lease and the Lease Agreement, together with an incumbency certificate of the County, and (ii) the resolution of the Board of Directors of the Authority authorizing the execution and delivery by the Authority of the Site and Facility Lease, the Lease Agreement and the Assignment Agreement, together with an incumbency certificate of the Authority;

(b) The delivery by the County of the fully executed Site and Facility Lease, Lease Agreement and Assignment Agreement in form and substance acceptable to the Purchaser;

(c) The execution and delivery by the County of an Internal Revenue Service Form 8038-G in a form acceptable to Special Counsel and the Purchaser;

(d) Delivery of a legal opinion addressed to the County, with a reliance letter to the Purchaser, dated the Closing Date, of Quint & Thimmig LLP, as Special Counsel, with respect to (i) the validity and enforceability of the Lease Agreement, the Site and Facility Lease, and the Assignment Agreement by and against the County and the Authority (as applicable), (ii) the tax-exempt status of the interest component of the Lease Payments, and (iii) such other matters as may be requested by the Purchaser in form and substance acceptable to the Purchaser;

(e) The delivery of a certificate dated the Closing Date and signed by the County Manager, or such other officer of the County as the County Council may approve, to the effect that:

(i) to the best knowledge of the County, there are no actions or proceedings against the County pending and notice of which has been served on the County or threatened that materially adversely affect the County's ability to pay the Lease Payments or to perform its obligations under the Site and Facility Lease and Lease Agreement;

(ii) the representations and warranties of the County contained in this agreement and the Lease Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and

(iii) the County acknowledges receipt from the Purchaser, on behalf of the Authority, of the advance rental payment specified in Section 4 of the Site and Facility Lease;

(f) The delivery by the County of a title policy for the property that is the subject of the Site and Facility Lease and Lease Agreement in form acceptable to the Purchaser;

(g) The execution and delivery by the County of a certificate as to arbitrage; and

(h) The delivery by the Purchaser of an investor letter in form and substance as attached hereto as Exhibit B.

(i) Such other documents as may be reasonably requested by the Purchaser.

7. *Events Permitting the Purchaser to Terminate.* The Purchaser may terminate its obligation to purchase the Authority's rights, title and interest under the Site and Facility Lease and the Lease Agreement before the Closing Date if any of the following occurs:

(a) any legislative, executive or regulatory action (including the introduction of legislation) or any court decision that, in the judgment of the Purchaser, casts sufficient doubt on the legality of or the tax-exempt status of the interest component of obligations such as those represented by the Lease Agreement and the Lease Payments so as to materially impair the marketability or to materially reduce the market price of such obligations, in the reasonable opinion of the Purchaser;

(b) any action by the Securities and Exchange Commission or a court that would require registration of the Lease Agreement under the Securities Act of 1933, as amended;

(c) any event occurs or becomes known that has a material adverse effect on the financial condition of the County or on the ability of the County or the Authority to perform under the Site and Facility Lease, the Lease Agreement or the Assignment Agreement; or

(d) any of the representations or warranties of the County made in this Letter Agreement for Purchase are determined by the Purchaser to be untrue or materially inaccurate.

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

UMPQUA BANK

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

The foregoing is hereby agreed to and accepted as of the date first above written:

AMADOR COUNTY PUBLIC FACILITIES  
FINANCING AUTHORITY

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

COUNTY OF AMADOR

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## EXHIBIT A

### SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component (1)	Total Lease Payment
10/1/15	\$508,000	\$69,467.10	\$577,467.10
4/1/16	—	74,995.00	74,995.00
10/1/16	503,000	74,995.00	577,995.00
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10/1/17	517,000	68,330.25	585,330.25
4/1/18	—	61,480.00	61,480.00
10/1/18	531,000	61,480.00	592,480.00
4/1/19	—	54,444.25	54,444.25
10/1/19	545,000	54,444.25	599,444.25
4/1/20	—	47,223.00	47,223.00
10/1/20	558,000	47,223.00	605,223.00
4/1/21	—	39,829.50	39,829.50
10/1/21	574,000	39,829.50	613,829.50
4/1/22	—	32,224.00	32,224.00
10/1/22	585,000	32,224.00	617,224.00
4/1/23	—	24,472.75	24,472.75
10/1/23	600,000	24,472.75	624,472.75
4/1/24	—	16,522.75	16,522.75
10/1/24	618,000	16,522.75	634,522.75
4/1/25	—	8,334.25	8,334.25
10/1/25	629,000	8,334.25	637,334.25

(1) The interest component of the Lease Payments shall be calculated based on an interest rate of 2.65% per annum.

## EXHIBIT B

### FORM OF PURCHASER'S LETTER

County of Amador  
810 Court Street  
Jackson, CA 95642  
Attention: County Administrative Officer

Amador County Public Facilities Financing Authority  
c/o County of Amador  
810 Court Street  
Jackson, CA 95642  
Attention: County Administrative Officer

Re: \$6,168,000 Lease Agreement, dated as of April 1, 2015, by and between the Amador County Public Facilities Financing Authority and the County of Amador, assigned to Umpqua Bank

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Ladies and Gentlemen:

The undersigned, Umpqua Bank (the "Purchaser"), has agreed to acquire (i) the rights, title and interest of Amador County Public Facilities Financing Authority (the "Authority") under the Lease Agreement, dated as of April 1, 2015 (the "Lease Agreement"), by and between the County of Amador (the "County") and the Authority, including its rights to receive lease payments to be made by the County under the Lease Agreement. In connection with such purchase, the Purchaser hereby agrees and certifies to the Authority and the County that:

(a) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations of a nature similar to the Lease Agreement to be able to evaluate the risks and merits of the investment represented by the purchase of the rights, title and interest of the Authority under the Lease Agreement.

(b) The Purchaser is acquiring the rights, title and interest of the Authority under the Lease Agreement for its own account and not with a view to, or for sale in connection with, any distribution thereof or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the rights, title and interest of the Authority under the Lease Agreement or any part thereof, and the Purchaser has no current intention of reselling or otherwise disposing of such rights, title and interest under the Lease Agreement *provided, however*, such representation shall not preclude the Purchaser from transferring or selling of the rights, title and interest under the Lease Agreement in accordance with the Lease Agreement. The Purchaser is not acting in a broker-dealer capacity in connection with its purchase of the rights, title and interest of the Authority under the Lease Agreement.

(c) As a sophisticated investor, the Purchaser has made its own credit inquiry and analysis with respect to the County and the Lease Agreement and has made an independent credit decision based upon such inquiry and analysis and in reliance on the truth, accuracy, and completeness of the representations and warranties of the County set forth in the Lease Agreement and in the information set forth in any materials submitted to the Purchaser by the County. The County has furnished to the Purchaser all the information which the Purchaser, as a reasonable investor, has requested of the County as a result of the Purchaser having attached



significance thereto in making its investment decision with respect to the Lease Agreement, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the County and the Lease Agreement. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the rights, title and interest of the Authority under the Lease Agreement.

(d) The Purchaser understands that the Lease Agreement has not been registered under the United States Securities Act of 1933 or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Lease Agreement by it, and further acknowledges that any current exemption from registration of the Lease Agreement does not affect or diminish such requirements.

(e) The Purchaser has authority to purchase the rights, title and interest of the Authority under the Lease Agreement and to execute any instruments and documents required to be executed by the Purchaser in connection with the purchase of the rights, title and interest of the Authority under the Lease Agreement. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the representations and warranties contained herein on behalf of the Purchaser.

(f) The Purchaser acknowledges that rights, title and interest of the Authority under the Lease Agreement are transferable with certain requirements, as described in the Lease Agreement.

(g) The Purchaser acknowledges that the Lease Agreement is exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the County has not undertaken to provide any continuing disclosure with respect to the Lease Agreement but that the County has agreed to provide other ongoing information to the Purchaser.

(h) The Purchaser intends to treat the acquisition of the Authority's rights in the Lease Agreement as a loan.

UMPQUA BANK

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_