

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
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Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

TERMINATION AGREEMENT

Dated as of April 1, 2015

by and among the

COUNTY OF AMADOR

the

AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Relating to the Refunding of the
County of Amador
2005 Certificates of Participation

TERMINATION AGREEMENT

This TERMINATION AGREEMENT is dated as of April 1, 2015, and is by and among the COUNTY OF AMADOR (the "County"), the AMADOR COUNTY PUBLIC FACILITIES FINANCING AUTHORITY (the "Authority"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "2005 Trustee").

WITNESSETH:

WHEREAS, the County and the Authority have heretofore entered into a facilities lease, dated as of August 1, 2005 (the "2005 Lease"), pursuant to which the Authority and the County entered into a transaction for the lease financing of certain facilities (the "Facilities"), including the site thereof, more fully described in Exhibit A attached hereto (the "Site" and, with the Facilities, the "2005 Project"), and the County agreed to make certain lease payments (the "2005 Lease Payments") to the Authority;

WHEREAS, pursuant to an assignment agreement, dated as of August 1, 2005 (the "2005 Assignment Agreement"), by and between the Authority and the 2005 Trustee, the Authority assigned to the 2005 Trustee, among other things, its rights to receive 2005 Lease Payments from the County under the 2005 Lease and the right to exercise such rights and remedies conferred on the Authority under the 2005 Lease to enforce payment of the 2005 Lease Payments;

WHEREAS, pursuant to a trust agreement, dated as of August 1, 2005, by and among the County, the Authority and the 2005 Trustee, the 2005 Trustee agreed, among other matters, to execute and deliver certificates of participation (the "2005 Certificates") representing undivided fractional interests of the owners thereof to receive 2005 Lease Payments made by the County;

WHEREAS, the 2005 Lease provides that in the event that the County deposits, or causes the deposit on its behalf of moneys for the prepayment of the 2005 Lease Payments, then all of the obligations of the County under the 2005 Lease and all of the security provided by the County for such obligations, excepting only the obligation of the County to make the 2005 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2005 Project shall be vested in the County without further action by the County or the Authority;

WHEREAS, the County has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the County at this time to refinance the County's obligation to make the 2005 Lease Payments under the 2005 Lease and, as a result thereof, to provide for the redemption of the 2005 Certificates, and to that end, the Authority proposes to lease certain real property and improvements from the Authority pursuant to that certain Lease Agreement, dated as of April 1, 2015 (the "Lease Agreement"), a memorandum of which has been recorded concurrently herewith;

WHEREAS, to obtain moneys to make such deposit, the Authority proposes to assign and transfer certain of its rights under the Lease Agreement to Umpqua Bank (the "Assignee"), pursuant to that certain Assignment Agreement, dated as of April 1, 2015, by and between the Authority and the Assignee, whereby the Assignee will make a payment of \$6,168,000_ to or to the order of the County; and

WHEREAS, upon the deposit of a portion of the proceeds of the Assignee's payment for prepayment of the 2005 Lease Payments, the 2005 Lease Agreement and the agreements related thereto need not be maintained (except as otherwise provided below), and the parties hereto now desire to provide for the termination of such documents as provided herein;

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree:

Section 1. Termination.

(a) By virtue of the deposit of a portion of the proceeds of the Certificates for prepayment of the 2005 Lease Payments, all obligations of the County under the 2005 Lease shall cease and terminate, excepting only the obligation of the County to make, or cause to be made, all payments from such deposit and title to the 2005 Project shall vest in the County on the date of said deposit automatically and without further action by the County or the Authority. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the prepayment of the 2005 Lease Payments.

(b) In accordance with the foregoing, the following agreements (including any option to purchase contained therein), are hereby terminated and are of no further force or effect (except for the provisions which, by their terms, survive but which do not affect real property):

(i) Site Lease, dated as of August 1, 2005, by and between the County and the Authority, recorded on August 16, 2005, as Document No. 2005-0010891-00, Amador County Records;

(ii) 2005 Lease, recorded by memorandum on recorded on August 16, 2005, as Document No. 2005-0010893-00 , Amador County Records; and

(iii) 2005 Assignment Agreement, recorded on August 16, 2005, as Document No. 2005-0010891-00 , Amador County Records.

(c) From and after the date hereof, none of the parties shall have any further rights or obligations thereunder.

Section 3. Execution in Counterparts. This Termination 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination Agreement.

AMADOR COUNTY PUBLIC FACILITIES
FINANCING AUTHORITY

By _____
Name _____
Title _____

Attest:

Secretary

COUNTY OF AMADOR

By _____
Name _____
Title _____

Attest:

Clerk of the Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION, as
2005 Trustee

By _____
Marianne Diaz
Vice President

NOTARY ACKNOWLEDGMENTS TO BE INSERTED

EXHIBIT A

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