

**RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:**

County of Tulare
Resource Management Agency
5961 S Mooney Blvd.
Visalia, CA 93277
Attn: Ross Miller, Chief Engineer

Exempt from Recording Fees per GC 6103 and
from Documentary Transfer Tax per R&T 11922

[Space above for Recorder's use.]

Affects APN 050-230-013

TERMINATION AGREEMENT

by and among

THE COUNTY OF TULARE,

THE TULARE COUNTY PUBLIC FACILITIES CORPORATION, and

COUNTY OF TULARE TREASURER-TAX COLLECTOR, as Trust Administrator

Dated as of _____, 2020

Relating to

\$55,300

County of Tulare

1994 Certificates of Participation

TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "Agreement") is dated as of _____, 2019, and is entered into by and among the COUNTY OF TULARE, a political subdivision of the State of California duly organized and existing under and by virtue of the Constitution and the laws of the State of California (the "County"), the TULARE COUNTY PUBLIC FACILITIES CORPORATION, a nonprofit, public benefit corporation organized and existing under and by virtue of the laws of the State of California (the "Corporation"), and the COUNTY OF TULARE TREASURER-TAX COLLECTOR, as trust administrator (the "Trust Administrator"). The County, Corporation, and Trust Administrator are each a "Party" and together are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the County and the Corporation entered into an Installment Sale Agreement dated as of August 1, 1994 (the "Installment Sale Agreement"), pursuant to which the County agreed to make installment payments in order to purchase certain improvements and facilities (the "Real Property") described therein to the Corporation for purposes of repaying a portion of the construction of the Real Property; and

WHEREAS, pursuant to an Assignment Agreement dated as of August 1, 1994 (the "Assignment Agreement"), by and between the Corporation and the Trust Administrator, the Corporation assigned to the Trust Administrator, among other things, its rights to receive and collect installment payments from the County under the Installment Sale Agreement and the right to exercise rights and remedies conferred on the Corporation under the Installment Sale Agreement to enforce payment of those installment payments; and

WHEREAS, the County, the Corporation, and the Trust Administrator entered into a Trust Agreement dated as of August 1, 1994 (the "Trust Agreement") providing for the execution and delivery of certificates of participation (the "COP"), each evidencing a direct, undivided fractional interest in the Installment Payments and Prepayments as defined therein; and

WHEREAS, the County and Corporation hereby certify that each of them has fully performed all of its duties and made all of the installment payments and/or prepayments required of it pursuant to the Installment Sale Agreement, the Assignment Agreement, and the Trust Agreement; and

WHEREAS, the Trust Administrator hereby certifies that the COP were defeased in full on _____, 2020; and

WHEREAS, by reason of the defeasance in full of the COP, the Installment Sale Agreement, the Assignment Agreement, and the Trust Agreement are each expired and terminated by its terms; and

WHEREAS, the Parties desire to document said expirations and terminations and clear the title to the Real Property by execution and recording of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Termination of Facility Financing Documents.** Effective as of the recordation of this Agreement, the County, the Corporation, and the Trust Administrator (solely with respect to the Assignment Agreement and Trust Agreement to which it is a party) hereby acknowledge and agree that the Installment Sale Agreement, the Assignment Agreement, and the Trust Agreement have expired, have been and shall be terminated and discharged, and shall be of no further force or effect with respect to and shall no longer encumber the Real Property.

2. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement. The signature and acknowledgment pages from each counterpart may be removed and attached to a single document in order to create one original instrument.

3. **Governing Law.** This Agreement is governed by the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into the Agreement by their officers thereunto duly authorized as of the date first above written.

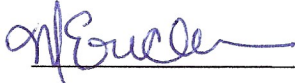
COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT, County Administrative Officer/
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL

By:  2019832 5/27/2020

TULARE COUNTY PUBLIC FACILITIES CORPORATION

By: _____
Chairman, Board of Directors

ATTEST:

By: _____
Corporate Secretary

COUNTY OF TULARE TREASURER-TAX COLLECTOR, as Trust Administrator

By: _____
Authorized Officer