

RECORDING REQUESTED BY:

County of El Dorado

WHEN RECORDED RETURN TO:

Kronick, Moskovitz, Tiedemann & Girard,
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, CA 95814-4417
Attn: Deborah Fields, Public Finance

SITE LEASE

between the

COUNTY OF EL DORADO

and

MUNICIPAL ASSET FINANCE CORP.

Dated July 1, 2018

This document is recorded for the benefit of the County of El Dorado and recording is exempt from recording fees pursuant to California Government Code section 27383. This transaction is exempt from documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code.

SITE LEASE

This Site Lease, dated July 1, 2018 (this "Site Lease"), between the County of El Dorado (the "County"), a political subdivision duly organized, existing and operating under the Constitution and laws of the State of California (the "County"), as lessor, and Municipal Asset Finance Corp., a nonprofit public benefit corporation duly organized and validly existing under and by virtue of the laws of the State of California (the "Corporation"), as lessee,

WITNESSETH:

WHEREAS, the Corporation intends to assist the County in financing the County's construction of certain improvements described as the "Project" in the Facilities Lease dated July 1, 2018, between the Corporation and the County (the "Facilities Lease"); and

WHEREAS, such financing will be accomplished by (i) the Corporation's entering into this Site Lease with the County and then subleasing the property leased hereunder to the County pursuant to the Facilities Lease, under which the County will be obligated to make Rental Payments to the Corporation; (ii) the Corporation's assignment without recourse of all rights to receive such Rental Payments to the United States of America, acting through the Rural Housing Service ("USDA"), pursuant to the Assignment Agreement dated July 1, 2018, between the Corporation and USDA (the "Assignment Agreement"), in exchange for USDA's making available \$57,140,000 for disbursement to the County, which will be used to finance the County's construction of the Project; and (iii) the execution and delivery to USDA of certificates of participation (the "Certificates") pursuant to the Assignment Agreement in an aggregate principal amount equal to the aggregate principal components of such Rental Payments,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

Section 1. Leased Property. The County hereby leases to the Corporation, and the Corporation hereby leases from the County, on the terms and conditions hereinafter set forth, the real property located in the County of El Dorado, State of California, described in Exhibit A attached hereto and made a part hereof (the "Leased Property") and the improvements located thereon.

Section 2. Term. The term of this lease commences on the Closing Date, as that term is defined in the Facilities Lease, and ends on June 1, 2058, unless such term is sooner terminated as hereinafter provided. If the Certificates have been fully paid, or provision therefor made, the term of this lease shall end ten (10) days thereafter or ten (10) days after written notice by the County to the Corporation, whichever is earlier. **Rental.** The Corporation shall cause to be made available for disbursement to the County as and for rental hereunder for the entire term hereof the sum of fifty-seven million one hundred forty thousand dollars (\$57,140,000). The funds representing such rental shall be deposited or disbursed as provided in Section 5.2 (Establishment and Application of Project Account) of the Facilities Lease. The Corporation hereby waives any right that it may have under the laws of the State of California to a rebate of such rental in full or in part in the event there is substantial interference with the use and right to possession by the Corporation of the Leased Property or portion thereof as a result of material damage, destruction, or condemnation.

Section 4. Purpose. The Corporation shall use the Leased Property solely for the purpose of leasing the Leased Property, including the improvements thereon, to the County pursuant

to the Facilities Lease and for such purposes as may be incidental thereto; provided that, in the event of default by the County under the Facilities Lease, the Corporation may exercise the remedies provided in the Facilities Lease.

Section 5. Owner in Fee. The County covenants that it is the owner in fee of the Leased Property described on Exhibit A.

Section 6. Assignment and Subleases. The Corporation may not assign its rights under this Site Lease, except pursuant to the Assignment Agreement, or sublet the Leased Property, without the written consent of the County for so long as the Certificates are outstanding.

Section 7. Right of Entry. The County reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof.

Section 8. Surrender of Possession. The Corporation agrees, upon the termination of this Site Lease and on the first date on which the Certificates are no longer outstanding, to quit and surrender the Leased Property to the County, without warranty as to condition.

Section 9. Default. If the Corporation is in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the County may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Facilities Lease shall be deemed to occur as a result thereof; provided, however, that the County has no power to terminate this Site Lease by reason of any default on the part of the Corporation if such termination would affect or impair any assignment or sublease of all or any part of the Leased Property then in effect between the Corporation and any assignee or subtenant of the Corporation (other than the County under the Facilities Lease). So long as any such assignee or subtenant of the Corporation duly performs the terms and conditions of this Site Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the County hereunder and shall be entitled to all of the rights and privileges granted under any such assignment; provided, further, that, so long as the Certificates are outstanding and unpaid in accordance with the terms thereof, the rentals or any part thereof payable to the Owner, as that term is defined in the Facilities Lease, shall continue to be paid to the Owner. The County shall provide to the Owner a copy of any notice of default given hereunder and shall inform the Owner of any remedies being exercised.

Section 10. Quiet Enjoyment. The Corporation at all times during the term of this Site Lease, subject to the provisions of Section 9 hereof, shall peaceably and quietly have, hold and enjoy all of the Leased Property.

Section 11. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Corporation are solely liabilities of the Corporation as a corporation, and the County hereby releases each and every incorporator, director and officer of the Corporation of and from any personal or individual liability under this Site Lease unless such person acted outside of the scope of his or her duties. No incorporator, director or officer of the Corporation shall at any time or under

any circumstances be individually or personally liable under this Site Lease to the County or to any other party whomsoever for anything done or omitted to be done by the Corporation hereunder.

Section 12. Taxes. The County covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property (including both land and improvements).

Section 13. Eminent Domain. If the event the whole or any part of the improvements on the Leased Property is taken by eminent domain proceedings, the effect of such taking hereunder shall be in accord with the provisions of the Facilities Lease relating thereto.

Section 14. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Site Lease is to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provision, covenants and conditions of this Site Lease are affected thereby, and each provision of this Site Lease is valid and enforceable to the fullest extent permitted by law.

Section 15. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other must be in writing and are sufficiently given and mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the County, addressed to the County as follows:

County of El Dorado
330 Fair Lane
Placerville, CA 95667
Attention: Chief Administrative Officer

or, if to the Corporation, addressed to the Corporation as follows:

Municipal Asset Finance Corp.
25288 Foothills Drive North
Golden, CO 80401
Attention: Secretary/Treasurer

in either case with a copy to the Owner, addressed as follows:

United States of America, acting through the Rural Housing Service
Attention: Ms. Anita Lopez
430 G Street, Agency 4169
Davis, CA 95616-4169

or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 16. Section Headings. All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 17. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Site Lease may separately be executed by the County and the Corporation, all with the same force and effect as though the same counterpart had been executed by both the County and the Corporation.

[Signature page follows]

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

COUNTY OF EL DORADO, as Lessor

By: _____
[name/title]

MUNICIPAL ASSET FINANCE CORP., as Lessee

By: _____
Paul E. Collings, Secretary/Treasurer

Insert Notary Acknowledgment forms

EXHIBIT A

LEASED PROPERTY

All that certain property situated in the County of El Dorado, State of California, described as follows, together with the improvements located thereon:

Lot 10, as shown on the Official Map of Park West Subdivision Unit No. 2, filed in the office of the El Dorado County Recorder on October 4, 1989 in Map Book G, Page 140.

[APN 329-391-10]

Tract A, as shown on that certain Record of Survey filed in the office of the El Dorado County Recorder on June 14, 2007 in Book 30 of Record of Surveys, Page 31.

[APN 329-240-55]