

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 September 29, 2020

by and among the

TOWN OF FAIRFAX

the

FAIRFAX FINANCING AUTHORITY

and

CAPITAL ONE PUBLIC FUNDING, LLC, as Assignee

Relating to the
Lease Agreement, dated as of January 1, 2017,
by and between the Fairfax Financing Authority and the Town of Fairfax,
assigned to Capital One Public Funding, LLC

TERMINATION AGREEMENT

This TERMINATION AGREEMENT is made and entered into this 29th day of September, 2020, by and among the TOWN OF FAIRFAX (the "Town"), the FAIRFAX FINANCING AUTHORITY (the "Authority") and CAPITAL ONE PUBLIC FUNDING, LLC (the "Assignee").

WITNESSETH:

WHEREAS, the Authority leased certain property to the Town pursuant to a lease agreement, dated as of January 1, 2017 (the "2017 Lease"), under which the Town agreed to make lease payments to the Authority (the "2017 Lease Payments");

WHEREAS, the 2017 Lease Payments were assigned to the Assignee which advanced funds to the Town to permit the Town to fund a portion of the Town's then existing unfunded actuarial liability to the California Public Employees' Retirement System ("CalPERS");

WHEREAS, the Town has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the Town at this time to refinance the Town's obligation to make the 2017 Lease Payments and to fund a portion of the Town's current unfunded actuarial liability to CalPERS;

WHEREAS, to that end, the Town proposes to enter into a new lease agreement, dated as of September 1, 2020, by and between the Authority and the Town;

WHEREAS, the 2017 Lease Agreement provides that in the event that the Town deposits, or causes the deposit on its behalf of moneys for the prepayment of the 2017 Lease Payments, then all of the obligations of the Town under the 2017 Lease Agreement and all of the security provided by the Town for such obligations, excepting only the obligation of the Town to make the 2017 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2017 Project shall be vested in the Town without further action by the Town or the Authority;

WHEREAS, to obtain moneys to make such deposit, the Authority has agreed to issue its \$_____ Fairfax Financing Authority Taxable Lease Revenue Bonds, Series 2020 (the "Bonds"), pursuant to the terms of an indenture, dated as of September 1, 2020 (the "Indenture"), by and between the Authority and U.S. Bank National Association, as trustee thereunder;

WHEREAS, upon delivery of the Bonds and deposit of a portion of the proceeds for prepayment and defeasance of the 2017 Lease Payments, the 2017 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 Bonds for the prepayment and defeasance of the 2017 Lease Payments, all obligations of the Town under the 2017 Lease

Agreement shall cease and terminate, excepting only the obligation of the Town to make, or cause to be made, all payments from such prepayment and defeasance and title to the 2017 Project shall vest in the Town automatically and without further action by the Town or the Authority.

(b) In accordance with the foregoing, the following agreements are hereby terminated and are of no further force or effect:

1. Site and Facility Lease, dated as of January 1, 2017, by and between the Town and the Authority, recorded on January 18, 2017, as Document No. 2017-0002305, Official Records of Marin County;

2. 2017 Lease, recorded by memorandum on January 18, 2017, as Document No. 2017-0002306, Official Records of Marin County; and

3. Assignment Agreement, dated as of January 1, 2017, by and between the Authority and the Assignee, recorded on January 18, 2017, as Document No. 2017-0002307, Official Records of Marin County.

(c) That from and after the date hereof, none of the parties shall have any further rights or obligations thereunder, except such rights and obligations under the 2017 Lease that, by their terms, survive, but do not affect real property.

Section 2. 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.

Section 3. Governing Law. This Termination Agreement shall be governed by the laws of the State of California.

[Remainder of this page is intentionally left blank]

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

TOWN OF FAIRFAX

By _____
Town Manager

FAIRFAX FINANCING AUTHORITY

By _____
Executive Director

CAPITAL ONE PUBLIC FUNDING, LLC,
as Assignee

By _____
Authorized Officer

NOTARY ACKNOWLEDGMENTS TO BE INSERTED

EXHIBIT A

SITE DESCRIPTION

All that certain real property situated in Marin County, State of California, described as follows:

Lots 28 and 38 through 56, inclusive, as shown upon that certain Map entitled "Frustuck & Wreden Subdivision of Fairfax Park, 1913", filed for record January 8, 1914 in Volume 4 of Maps, at Page 64, Marin County Records.

APN: 002-102-01, 02, 03, 06, 11 & 12; 002-103-01, 02 & 03 & 002-114-01

EXHIBIT B

FACILITY DESCRIPTION

The Facility consists of the following:

Town Hall, located at 142 Bolinas Road, Fairfax, CA. Town Hall was built in the 1920's with the Police Annex added in the 1960's. Combined, the facilities have approximately 3,600 square feet of useable space. Both facilities have been renovated over the years with the last major renovation occurring in 2006. Town Hall is occupied by the Town's administrative staff including the Town Manager and Town Clerk and the Planning and Building Services Department. The Town Hall also has the primary conference room used by staff and Town committees for meetings. The Police Annex houses the entire operation of the Police Department, including the dispatch center which also provides services for the Town of Ross and College of Marin. The Police Annex is two stories with a second story walkway connecting the Town Hall to the Fire Station which houses the Town's Emergency Operations Center. The 2016 insured value of the Town Hall/Police Department is \$831,981, excluding land value.

Corporation Yard, located at 142 Bolinas Road, Fairfax, CA. The Corporation Yard is located behind Town Hall. The Corporation Yard contains a two-story metal building built in the 1960's which houses the Public Works Department in approximately 4,000 square feet. Public Works maintenance crews also operate out of this facility. The Corporation Yard is where all Public Works materials/equipment/supplies, heavy equipment (e.g., backhoe), and vehicles (e.g., street sweeper, pick-up trucks, dump trucks) are stored. In addition, the Police Department also stores equipment/materials in the Corporation Yard. The Corporation Yard shares a parking lot with Town Hall and Police for employee parking as well as parking for all the Town-owned vehicles, including police and administration. The 2016 insured value of the Corporation Yard is \$271,840, excluding land value.

Pavilion, located at 142 Bolinas Road, Fairfax, CA. The Fairfax Pavilion was built in the 1920's and is approximately 9,600 square feet. It is the largest Town-owned facility and represents the largest indoor, private or public recreational/community facility in Town. The facility has an indoor gym, a separate kitchen area and houses the Town's recreation staff office as well as the studio for the Town's Artist-in-Residence. The Town rents the facility for private events (e.g., children's birthday parties, banquets) and youth activities (e.g., CYO basketball), holds community events in the facility (e.g., holiday craft fair, Fairfax Civic Theater), and conducts most of its recreational programming in the facility (e.g., gymnastics, futsal). In addition, it is the only Town-owned facility located above the floodplain and large enough to serve as a safe haven or shelter in event of a disaster. The Pavilion is also designated as the Town's volunteer center in the event of an emergency. The 2016 insured value of the Pavilion is \$1,805,604, excluding land value.

Fire Station, located at 10 Park Road, Fairfax, CA. The Fire Station was built in the 1960's and has approximately 6,000 sq. ft. of useable space. The building is two stories with living quarters located upstairs and office/storage located downstairs. The building has three bays for the fire vehicles. The second story also has a large conference room which doubles as the Emergency Operation Center for the Town. The 2016 insured value of the Fire Station is \$1,684,088, excluding land value.