

TO BE RECORDED AND WHEN RECORDED
RETURN TO:

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660-6401
Attention: John Murphy

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.

SITE, FACILITY AND EQUIPMENT LEASE

This SITE, FACILITY AND EQUIPMENT LEASE (this "*Site Lease*"), dated for convenience as of ____ 1, 2016, is between the COUNTY OF NEVADA, CALIFORNIA, a county and political subdivision of the State of California organized and existing under and by virtue of the laws of the State of California, as lessor (the "*County*"), and the NEVADA COUNTY FINANCE AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as lessee (the "*Authority*");

BACKGROUND:

1. The County wishes to finance (a) the acquisition, construction, rehabilitation and installation of certain lighting, mechanical, utility, water and other energy conservation measures on, in and to certain of the County's public buildings and other facilities (the "*Tax-Exempt Project*") and (b) the acquisition, installation and equipping of certain solar systems and photovoltaic power generating systems and related improvements on, in and to certain of the County's public buildings and other facilities (the "*NCREBs Solar Equipment*"), at the following addresses:

Addresses of the Tax Exempt Project:

Eric Rood Administrative Center, 950 Maidu Avenue, Nevada City, California, 95959;
Carl F. Bryan II Juvenile Hall, 15434 State Highway 49, Nevada City, California 95959;
Crown Point Facility, 500 Crown Point Circle, Grass Valley, California 95959;
Madelyn Helling Library, 980 Helling Way, Nevada City, California, 95959;
Truckee Government Center, 10879 Donner Pass Road, Truckee, California, 96161;
Truckee Joseph Center, 10075 Levone Avenue, Truckee, California, 96161;
Truckee Library, 10031 Levone Avenue, Truckee, California, 96161;
Facilities Service Center, 10014 N. Bloomfield Road, Nevada City, California, 95959;
Grass Valley Library Royce Branch, 207 Mill Street, Grass Valley, California, 95945;

Nevada County Animal Shelter, 14647 McCourtney Road, Grass Valley, California, 95945;
Sheriff's Property Unit, 15076 State Highway 49, Nevada City, California, 95959

Addresses of the NCREBs Solar Equipment:

Eric Rood Administrative Center, 950 Maidu Ave, Nevada City, CA 95959

Wayne Brown Correctional Facility, 925 Maidu Ave, Nevada City, CA 95959

Carl F. Bryan II Juvenile Hall, 15434 State Highway 49, Nevada City, CA 95959

Ranch House Property, 16782 State Highway 49, Nevada City, CA 95959

Lake of the Pines Site, 10907 Riata Way, Auburn, CA 95602

2. The Authority has been organized for the purpose of acquiring, constructing and financing various public capital improvements, including by leasing certain public capital improvements, for the use, benefit and enjoyment of the public served by the County and is authorized to enter into financing and lease documents for that purpose.

3. In order to provide funds to finance the Tax-Exempt Project, (a) the County has agreed to lease to the Authority the land and improvements at any time situated thereon which constitute the County's Veterans Memorial Building, which is located at 255 S. Auburn Street, Grass Valley, California, 95945, and is more particularly described in *Appendix A* attached hereto and by this reference incorporated herein (such land and improvements being herein referred to as the "*Tax-Exempt Real Property*"), under this Site Lease; and (b) the Authority has agreed to lease the Tax-Exempt Real Property back to the County under that certain Lease Agreement dated as of _____ 1, 2016 (the "*Agreement*") between the Authority as lessor and the County as lessee, and the Tax-Exempt Project Schedule dated as of _____, 2016 and entered into by the Authority and the County pursuant thereto that incorporates by reference the terms of the Agreement (collectively with such incorporated terms, the "*Tax-Exempt Project Lease*"), which Tax-Exempt Project Lease has been recorded concurrently herewith.

4. In order to provide funds to finance the NCREBs Solar Equipment, (a) the County has agreed to lease to the Authority the land and improvements at any time situated thereon which constitute the County's Wayne Brown Correctional Facility, which is located at 925 Maidu Avenue, Nevada City, California, 95959, and is more particularly described in *Appendix B* attached hereto and by this reference incorporated herein (such land and improvements being herein referred to as the "*NCREBs Real Property*," together with the Tax-Exempt Real Property, the "*Leased Real Property*"), under this Site Lease and the County has agreed to lease the NCREBs Solar Equipment from the Authority under the Agreement to be located at 925 Maidu Avenue, Nevada City, California, 95959; and (b) the Authority has agreed to lease the NCREBs Real Property back to the County and the Authority has agreed to lease the NCREBs Solar Equipment to the County under the Agreement and the NCREBs Project Schedule dated as of _____, 2016 and entered into by the Authority and the County pursuant thereto that incorporates by reference the terms of the Agreement (collectively with such incorporated terms, the "*NCREBs Equipment Lease*"), which NCREBs Equipment Lease has been recorded concurrently herewith.

5. The Authority has assigned certain of its rights in, to and under the Tax-Exempt Project Lease and its rights under this Site Lease to Banc of America Public Capital Corp and its successors and assigns (the "*Tax-Exempt Lease Assignee*") under an Assignment Agreement (Tax-Exempt Project Lease) dated as of _____, 2016 (the "*Tax-Exempt Lease Assignment*"), which has been recorded concurrently herewith.

6. The Authority has assigned certain of its rights in, to and under the NCREBs Equipment Lease and its rights under this Site Lease to Banc of America Leasing & Capital, LLC and its successors and assigns (the "*NCREBs Lease Assignee*"), under an Assignment Agreement (NCREBs Equipment Lease) dated as of _____, 2016 (the "*NCREBs Lease Assignment*"), which has been recorded concurrently herewith.

7. The County is authorized to enter into a lease-leaseback arrangement and a lease arrangement with the Authority to provide financing for the Tax-Exempt Project and the NCREBs Solar Equipment under the Marks-Roos Local Bond Pooling Act of 1985 as amended (Section 6584 *et seq.* of the California Government Code).

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the County and the Authority formally covenant, agree and bind themselves as follows:

Section 1. Lease of Leased Real Property.

(a) *Lease of Tax-Exempt Real Property.* The County hereby leases to the Authority, and the Authority hereby leases from the County, the Tax-Exempt Real Property (as described in the Recitals hereto and more fully in *Appendix A* hereto), on the terms and conditions hereinafter set forth.

(b) *Lease of NCREBs Real Property.* The County hereby leases to the Authority, and the Authority hereby leases from the County, the NCREBs Real Property (as described in the Recitals hereto and more fully in *Appendix B* hereto), on the terms and conditions hereinafter set forth.

Section 2. Term; Possession. (a) The term of this Site Lease commences, and the Authority becomes entitled to possession of the Tax-Exempt Real Property as of the date of recordation hereof. With respect to the Tax-Exempt Real Property, this Site Lease ends, and the right of the Authority hereunder to possession of the Tax-Exempt Real Property thereupon ceases, on the date on which all of the Tax-Exempt Lease Payments under the Tax-Exempt Project Lease (as defined in the Recitals hereto) are paid in full, or provision is made for such payment in accordance with the terms thereof, and the Tax-Exempt Project Lease has been discharged, but under any circumstances not later than _____, [2041].

(b) The term of this Site Lease commences, and the Authority becomes entitled to possession of the NCREBs Real Property as of the date of recordation hereof. With respect to the NCREBs Real Property, this Site Lease ends, and the right of the Authority hereunder to

possession of the NCREBs Real Property thereupon ceases, on the earlier of (i) the County Jail Release Date (as defined in the NCREBs Equipment Lease) as contemplated in Section 6(c) hereof and (ii) the date on which all of the NCREBs Lease Payments under the NCREBs Equipment Lease (as defined in the Recitals hereto) are paid in full, or provision is made for such payment in accordance with the terms thereof, and the NCREBs Equipment Lease has been discharged, but under any circumstances not later than _____, [2046].

(c) With respect to the NCREBs Solar Equipment, the right of the Authority to possession of the NCREBs Solar Equipment ceases on the date on which all of the NCREBs Lease Payments under the NCREBs Equipment Lease (as defined in the Recitals hereto) are paid in full, or provision is made for such payment in accordance with the terms thereof, and the NCREBs Equipment Lease has been discharged, but under any circumstances not later than _____, [2046].

Section 3. Rental. The Authority will pay to the County as and for rental of the Tax-Exempt Real Property and the NCREBs Real Property hereunder and for the right to lease to the County the NCREBs Solar Equipment, the amount of \$1.00 to be paid on or before the date of execution and delivery hereof, the receipt of which by the County is hereby acknowledged. No other amounts of rental will be due and payable by the Authority for the use and occupancy of the Tax-Exempt Real Property or the NCREBs Real Property under this Site Lease or for the right to lease the NCREBs Solar Equipment to the County.

Section 4. Financing the Tax-Exempt Project and the NCREBs Solar Equipment; Sublease Back to the County. (a) The purpose for which the County agrees to lease the Tax-Exempt Real Property to the Authority hereunder is to enable the Authority to finance the acquisition, construction, rehabilitation and installation of the Tax-Exempt Project. The Tax-Exempt Project will be acquired, constructed, rehabilitated and installed in accordance with the provisions of [Article III] of the Tax-Exempt Project Lease. The Authority hereby agrees to sublease the Tax-Exempt Real Property back to the County under the Tax-Exempt Project Lease.

(b) The purpose for which the County agrees to lease the NCREBs Real Property to the Authority hereunder is to enable the Authority to finance the acquisition and installation of the NCREBs Solar Equipment. The NCREBs Solar Equipment will be acquired and installed in accordance with the provisions of [Article III] of the NCREBs Equipment Lease. The Authority hereby agrees to sublease the NCREBs Real Property back to the County under the NCREBs Equipment Lease and, on and after the County Jail Release Date to lease the NCREBs Solar Equipment to the County under the NCREBs Equipment Lease, subject to the terms of the NCREBs Equipment Lease.

Section 5. Assignments and Subleases. Unless the County is in default under the Tax-Exempt Project Lease or the NCREBs Equipment Lease, the Authority may not assign its rights under this Site Lease or sublet all or any portion of the Tax-Exempt Real Property or the NCREBs Real Property, except as provided in the Tax-Exempt Project Lease, the NCREBs Equipment Lease, the Tax-Exempt Lease Assignment and the NCREBs Lease Assignment, without the prior written consent of the County. [Nothing in this Site Lease, the Agreement or the Leases (as defined in the Agreement) shall be deemed to cause a reversion under the

instrument recorded _____, ___ as Instrument No. _____, Official Records of the County Recorder of the County of Nevada, California, as more fully described in the Preliminary Title Report (as defined in the Agreement).] If the County is in default under the Tax-Exempt Project Lease, the successor in interest to the Authority may fully and freely assign and sublease the Tax-Exempt Real Property or any portion thereof, subject to this Site Lease. If the County is in default under the NCREBs Equipment Lease, the successor in interest to the Authority may fully and freely assign and sublease the NCREBs Real Property or the NCREBs Solar Equipment or any portion thereof, subject to this Site Lease, if applicable.

Section 6. Substitution or Release of Property. (a) If the County exercises its option under Section 4.5 of the Tax-Exempt Project Lease and satisfies the conditions therein provided to substitute property for the Tax-Exempt Real Property in whole or in part, such substitution shall also automatically operate to substitute property for the Tax-Exempt Real Property which is leased hereunder. If the County exercises its option under Section 4.6 of the Tax-Exempt Project Lease and satisfies the conditions therein provided to release any portion of the Tax-Exempt Real Property from the Tax-Exempt Project Lease, such release shall also automatically operate to release property hereunder. The description of the property which is leased under the Tax-Exempt Project Lease shall conform at all times to the description of the Tax-Exempt Real Property which is leased hereunder and vice versa.

(b) If the County exercises its option under Section 4.7 of the NCREBs Equipment Lease and satisfies the conditions therein provided to release any portion of the NCREBs Real Property from the NCREBs Equipment Lease, such release shall also automatically operate to release property hereunder and all references to NCREBs Real Property hereunder (other than in Section 8(b) hereof) shall be deemed to refer to the NCREBs Solar Equipment. The description of the NCREBs Real Property which is leased under the NCREBs Equipment Lease shall conform at all times to the description of the property which is leased hereunder and vice versa.

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

Section 8. Termination. (a) The Authority agrees, upon the termination of this Site Lease with respect to the Tax-Exempt Real Property as described in Section 2(a) hereof, to quit and surrender the Tax-Exempt Real Property in the same good order and condition as the Tax-Exempt Real Property was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Tax-Exempt Real Property will remain thereon and the Authority's leasehold estate in the Tax-Exempt Real Property will automatically terminate. The Authority agrees to take any and all steps and execute and record any and all documents reasonably required by the County to consummate the termination of its leasehold estate under this subparagraph (a).

(b) The Authority agrees, upon the termination of this Site Lease with respect to the NCREBs Real Property as described in Section 2(b) hereof, to quit and surrender the NCREBs Real Property in the same good order and condition as the NCREBs Real Property was in at the

time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the NCREBs Real Property will remain thereon and the Authority's leasehold estate in the NCREBs Real Property will automatically terminate. The Authority agrees to take any and all steps and execute and record any and all documents reasonably required by the County to consummate the termination of its leasehold estate under this subparagraph (b).

(c) The Authority agrees, upon payment of all NCREBs Lease Payments with respect to the NCREBs Solar Equipment as described in Section 2(c) hereof, to quit and surrender the NCREBs Solar Equipment in the same good order and condition as the NCREBs Solar Equipment was in at the County Jail Release Date, reasonable wear and tear excepted. The Authority agrees to take any and all steps and execute and record any and all documents reasonably required by the County to consummate the termination of its interest under this subparagraph (c).

Section 9. Default. If the Authority 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 30 days following notice and demand for correction thereof to the Authority, the County may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Tax-Exempt Project Lease or the NCREBs Equipment Lease will be deemed to occur as a result thereof and this Site Lease may not be terminated by the County as a remedy for such default. Notwithstanding the foregoing, (i) so long as the Tax-Exempt Project Lease remains in effect, the County will continue to pay the Tax-Exempt Lease Payments to the Tax-Exempt Lease Assignee (as defined in the Recitals hereto) and (ii) so long as the NCREBs Equipment Lease remains in effect, the County will continue to pay the NCREBs Lease Payments to the NCREBs Lease Assignee (as defined in the Recitals hereto).

In the event of the occurrence of an Event of Default under the Tax-Exempt Project Lease, the Authority may (i) exercise the remedies provided in the Tax-Exempt Project Lease, (ii) use the Tax-Exempt Real Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

In the event of the occurrence of an Event of Default under the NCREBs Equipment Lease, the Authority may (i) exercise the remedies provided in the NCREBs Equipment Lease, (ii) use the NCREBs Real Property and/or the NCREBs Solar Equipment, as applicable, for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein.

Section 10. Amendments. The Authority and the County may at any time amend or modify any of the provisions of this Site Lease, but only with the prior written consent of (a) the Tax-Exempt Lease Assignee, with respect to the Tax-Exempt Real Property and (b) the NCREBs Lease Assignee, with respect to the NCREBs Real Property.

Section 11. Quiet Enjoyment. (a) The Authority at all times during the term of this Site Lease with respect to the Tax-Exempt Real Property, will peaceably and quietly have, hold and

enjoy all of the Tax-Exempt Real Property, subject to the provisions of the Tax-Exempt Project Lease and the Tax-Exempt Lease Assignment, and subject only to Permitted Encumbrances.

(b) The Authority at all times during the term of this Site Lease prior to the County Jail Release Date, will peaceably and quietly have, hold and enjoy all of the NCREBs Real Property, subject to the provisions of the NCREBs Equipment Lease and the NCREBs Lease Assignment, and subject only to Permitted Encumbrances.

(c) The Authority at all times on and after the County Jail Release Date, will peaceably and quietly have, hold and enjoy all of the NCREBs Solar Equipment, subject to the provisions of the NCREBs Equipment Lease and the NCREBs Lease Assignment, and subject only to Permitted Encumbrances.

Section 12. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Authority are solely corporate liabilities of the Authority as a joint powers authority, and the County hereby releases each and every member and officer of the Authority of and from any personal or individual liability under this Site Lease. No member or officer of the Authority or its governing board is at any time or under any circumstances individually or personally liable under this Site Lease for anything done or omitted to be done by the Authority hereunder.

Section 13. Taxes. The County will pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Tax-Exempt Real Property, the NCREBs Real Property, the NCREBs Solar Equipment and any improvements thereon.

Section 14. Eminent Domain; Property Disputes. (a) If the whole or any part of the Tax-Exempt Real Property or any improvements thereon, are taken by eminent domain proceedings, the interest of the Authority will be the aggregate amount of the sum of the then unpaid principal components of the Tax-Exempt Lease Payments payable under the Tax-Exempt Project Lease and the balance of the award, if any, will be paid to the County. To the fullest extent the permitted by law, the County hereby waives any and all rights that it has or may hereafter have to acquire the interest of the Authority in and to the Tax-Exempt Real Property and/or any improvements thereon through the eminent domain powers of the County. The County hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the County with respect to the Tax-Exempt Real Property and/or any improvements thereon shall be in an amount not less than the sum of the total unpaid principal component of Tax-Exempt Lease Payments *plus* the interest component of Tax-Exempt Lease Payments accrued to the date of payment of all Tax-Exempt Lease Payments under the Tax-Exempt Project Lease.

(b) If the whole or any part of the NCREBs Real Property (prior to the County Jail Release Date), the NCREBs Solar Equipment (on or after the County Jail Release Date), or any improvements thereon, are taken by eminent domain proceedings, the interest of the Authority will be the aggregate amount of the sum of the then unpaid principal components of the NCREBs Lease Payments payable under the NCREBs Equipment Lease and the balance of the award, if any, will be paid to the County. To the fullest extent the permitted by law, the County hereby

waives any and all rights that it has or may hereafter have to acquire the interest of the Authority in and to the NCREBs Real Property (prior to the County Jail Release Date), the NCREBs Solar Equipment (on and after the County Jail Release Date), and/or any improvements thereon through the eminent domain powers of the County. The County hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the County with respect to the NCREBs Real Property (prior to the County Jail Release Date), the NCREBs Solar Equipment (on or after the County Jail Release Date) and/or any improvements thereon shall be in an amount not less than the sum of the total unpaid principal component of NCREBs Lease Payments *plus* the interest component of NCREBs Lease Payments accrued to the date of payment of all NCREBs Lease Payments under the NCREBs Equipment Lease.

Section 15. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions contained in this Site Lease are 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, then such provision or provisions will be deemed severable from the remaining provisions contained in this Site Lease and such invalidity, illegality or unenforceability will not affect any other provision of this Site Lease, and this Site Lease will be construed as if such invalid or illegal or unenforceable provision had never been contained herein and each provision of this Site Lease will be valid and enforceable to the fullest extent permitted by law. The Authority and the County each hereby declares that it would have entered into this Site Lease and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Site Lease may be held illegal, invalid or unenforceable.

Section 16. Notices. Any notice, request, complaint, demand or other communication under this Site Lease must be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy, telex or other form of telecommunication, at its number set forth below. Notice will be effective either (a) upon transmission by telecopy, telex or other form of telecommunication, (b) 72 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The County, the Authority, the Tax-Exempt Lease Assignee and the NCREBs Lease Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the Authority:

Nevada County Finance Authority
_ 950 Maidu Avenue
_ Nevada City, CA 95959
Attention: County Executive Officer_

Phone: (530) 265-7040 Fax No. (530) 265-9839

If to the County:

County of Nevada, California
950 Maidu Avenue
Nevada City, CA 95959

Attention: County Executive Officer

Phone: (530) 265-7040 Fax No. (530) 265-9839

If to the Tax-Exempt Lease Assignee:

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 556-6977

If to the NCREBs Lease Assignee:

Banc of America Leasing & Capital, LLC
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 556-6977

Section 17. Governing Law. This Site Lease is governed by the laws of the State of California.

Section 18. Third Party Beneficiary. The Tax-Exempt Lease Assignee and the NCREBs Lease Assignee are each hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

Section 19. Binding Effect. This Site Lease inures to the benefit of and is binding upon the Authority, the County and their respective successors and assigns, subject, however, to the limitations contained herein.

Section 20. No Merger. Neither this Site Lease, the Tax-Exempt Project Lease nor any provisions hereof or thereof shall be construed to effect a merger of the title of the County to the Tax-Exempt Real Property under this Site Lease and the County's leasehold interest therein under the Tax-Exempt Project Lease. Neither this Site Lease, the NCREBs Equipment Lease nor any provisions hereof or thereof shall be construed to effect a merger of the title of the County to the NCREBs Real Property under this Site Lease and the County's leasehold interest therein under the NCREBs Equipment Lease. Neither this Site Lease, the Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the County to the Leased Real Property under this Site Lease and the County's leasehold interest therein under the Agreement.

Section 21. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 22. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which is an original but all together constitute one and the same instrument. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Authority and the County, all with the same force and effect as though the same counterpart had been executed by both the Authority and the County.

Section 23. Defined Terms. All capitalized terms used herein and not otherwise defined herein (including in the Recitals hereto) have the respective meanings given those terms in the Tax-Exempt Project Lease or the NCREBs Equipment Lease, as the case may be.

[Signature Page Follows]

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

COUNTY OF NEVADA, CALIFORNIA

By _____
Name _____
Title _____

Attest:

Name _____
Title _____

NEVADA COUNTY FINANCE AUTHORITY

By _____
Name _____
Title _____

Attest:

Name _____
Title _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ [Date] before me, _____
(insert name and title of the officer)

personally appeared _____ [Name and Title],
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ [Date] before me, _____
(insert name and title of the officer)

personally appeared _____ [Name and Title],
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

APPENDIX A

DESCRIPTION OF THE TAX-EXEMPT REAL PROPERTY

The Tax-Exempt Real Property consists of the land located in the County of Nevada, State of California, which is described as follows, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

LEGAL DESCRIPTION

Real property in the City of Grass Valley, County of Nevada, State of California, described as follows:

PARCEL 1:

ALL THAT PORTION OF LOT 13 IN BLOCK 36 OF THE TOWN (NOW CITY) OF GRASS VALLEY AS SAID LOT AND BLOCK ARE DESIGNATED UPON THE OFFICIAL MAP OF THE TOWN OF GRASS VALLEY MADE BY SAMUEL BETHELL IN THE YEAR 1872, DESCRIBED AS FOLLOWS: TO WIT:

BEGINNING AT A POINT ON THE EAST SIDE OF AUBURN STREET AT SOUTH 4° 32' EAST 55 FEET FROM THE NORTHWEST CORNER OF LOT 13, BLOCK 36, GRASS VALLEY TOWNSITE, THENCE TRUE BEARING SOUTH 4° 32' EAST 91.02 FEET; THENCE NORTH 82° 30' EAST 184.00 FEET; THENCE NORTH 3° 46' WEST 82.92 FEET; THENCE SOUTH 85° 02' WEST 185.09 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF LOT 13 IN BLOCK 36 OF THE TOWN (NOW CITY) OF GRASS VALLEY AS SAID LOT AND BLOCK ARE DESIGNATED UPON THE OFFICIAL MAP OF THE TOWN OF GRASS VALLEY MADE BY SAMUEL BETHELL IN THE YEAR 1872, DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE EAST SIDE OF AUBURN STREET OF SOUTH 4° 32' EAST 146.02 FEET FROM THE NORTHWEST CORNER OF LOT 13, BLOCK 36, GRASS VALLEY TOWNSITE, THENCE TRUE BEARING SOUTH 4° 32' EAST 45.36 FEET TO IRON POST, SOUTH OF ROADWAY; THENCE NORTH 82° 52' EAST 545.30 FEET (FOLLOWING OLD FENCE) TO FENCE CORNER; THENCE NORTH 5° 26' WEST 115.77 FEET TO FENCE CORNER; THENCE SOUTH 85° 02' WEST 357.91 FEET; THENCE SOUTH 3° 46' EAST 82.92 FEET; THENCE SOUTH 82° 30' WEST 184.00 FEET TO THE PLACE OF BEGINNING.

APN: 08-460-39

APPENDIX B

DESCRIPTION OF THE NCREBS REAL PROPERTY

The NCREBs Real Property consists of the land located in the County of Nevada, State of California, which is described as follows, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

LEGAL DESCRIPTION

Real property in the City of Nevada City, County of Nevada, State of California, described as follows:

ALL THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 8 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SECTION LINE OF SAID SECTION 12, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 12 BEARS SOUTH 86°40'36" WEST, 582.23 FEET; THENCE FROM SAID POINT OF BEGINNING, SOUTH 7°28'33" WEST, 279.38 FEET; THENCE SOUTH, 17°45'10" EAST, 230.45 FEET; THENCE, NORTH 72°14'50" EAST, 154.21 FEET; THENCE SOUTH 17°45'10" EAST, 66.75 FEET; THENCE, NORTH 72°14'50" EAST 101.00 FEET; 101.00 FEET; THENCE, NORTH 17°45'10" WEST 66.75 FEET; THENCE, NORTH 72°14'50" EAST 29.54 FEET, TO A CURVE TO THE LEFT WITH A RADIUS OF 124.50 FEET; THENCE, ALONG SAID CURVE, , THROUGH A CENTRAL ANGLE OF 90°00'00", FOR A LENGTH OF 195.56 FEET; THENCE NORTH 17°45'10" WEST, 284.02 FEET TO A POINT ON THE NORTHERLY SECTION LINE OF SAID SECTION 12; THENCE, ALONG SAID SECTION LINE NORTH 86°40'36" EAST, 69.58 FEET; THENCE, LEAVING SAID SECTION LINE, SOUTH 17°39'07" EAST, 267.45 FEET; THENCE NORTH 86°30'00" EAST 191.50 FEET; THENCE, SOUTH 13°00'00" WEST, 54.88 FEET; THENCE, SOUTH 60°15'00" EAST 82.95 FEET; THENCE, SOUTH 47°01'00" WEST, 70.79 FEET, TO A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET; THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°22'00", FOR A LENGTH OF 49.51 FEET; THENCE, SOUTH 18°39'00" WEST, 128.84 FEET, TO A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET; THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°32'00", FOR A LENGTH OF 53.29 FEET; THENCE, SOUTH 11°53'00" EAST, 100.08 FEET; THENCE, NORTH 77°39'05" WEST, 18.89 FEET; THENCE, SOUTH 2°33'39" WEST, 149.95 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 49; THENCE, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 70°33'40" WEST, 800.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CEMENT HILL ROAD; THENCE, SAID RIGHT -OF-WAY LINE, NORTH 47°52'20" WEST, 82.20 FEET; THENCE, NORTH 47°51'00" WEST, 20.00 FEET; THENCE, NORTH 69°46'30" WEST, 120.00 FEET, TO A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET; THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°28'30", FOR A LENGTH OF 103.35 FEET; THENCE, NORTH 42°34'00" WEST, 190.74 FEET; THENCE, NORTH 53°29'26" WEST, 137.69 FEET; THENCE, LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 89°52'00" EAST, 116.36 FEET; THENCE, NORTH 00°52'00" WEST 270.72 FEET; THENCE, SOUTH 78°04'00" EAST, 28.79 FEET; THENCE, SOUTH 76°36' 00" EAST 119.45 FEET; THENCE, EAST 180.00 FEET; THENCE, NORTH 00°08'24" WEST, 441.78 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 12; THENCE, ALONG SAID SECTION LINE, SOUTH 86°40'36" WEST, 107.51 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WET HILL ROAD; THENCE, LEAVING SAID SECTION LINE AND ALONG SAID RIGHT-OF-WAY LINE, ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WITH A CHORD BEARING OF NORTH 57°47'20" EAST AND A RADIUS OF 2970.00

FEET; THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°08'40", FOR A LENGTH OF 111.16 FEET; THENCE, NORTH 58°51'40" EAST 218.90 FEET; THENCE, LEAVING SAID RIGHT OF WAY LINE, SOUTH 27°15'00" EAST, 37.67 FEET; THENCE, SOUTH 65°25' 40" EAST, 218.00 FEET; THENCE, LEAVING SAID RIGHT OF WAY LINE, SOUTH 27°15'00" EAST, 37.67 FEET; THENCE, SOUTH 65°25' 13" WEST, 5.94 FEET; THENCE, SOUTH 24°34'37" EAST, 56.38 FEET; THENCE, NORTH 65°25'13" EAST, 8.57 FEET; THENCE, SOUTH 27°15'00" EAST, 75.97 FEET TO THE POINT OF BEGINNING.

APN: 05-020-22-000

**SITE, FACILITY AND EQUIPMENT LEASE
BETWEEN THE
NEVADA COUNTY FINANCE AUTHORITY
AND
COUNTY OF NEVADA, CALIFORNIA**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property and equipment conveyed by the Site, Facility and Equipment Lease, dated as of _____ 1, 2016, between the County of Nevada, California, as lessor, and the Nevada County Finance Authority, as lessee (the "*Authority*"), is hereby accepted by the undersigned officer on behalf of the Authority and the Authority consents to recordation thereof by its duly authorized officer.

Dated as of _____, 2016

NEVADA COUNTY FINANCE AUTHORITY

By _____
Name _____
Title _____