

RECORDING REQUESTED BY:

County of Nevada

AND WHEN RECORDED MAIL TO:

Stradling Yocca Carlson & Rauth
44 Montgomery Street, Suite 4200
San Francisco, California 94102
Attn: Sean B. Absher

[Space above for Recorder's use.]

This document is recorded for the benefit of the County of Nevada, and the recording is fee-exempt under Section 27383 of the Government Code.

THIRD AMENDMENT TO NCREBS EQUIPMENT LEASE

Dated as of December 1, 2019

between

NEVADA COUNTY OF FINANCE AUTHORITY,
as lessor

and

COUNTY OF NEVADA,
as lessee

THIRD AMENDMENT TO NCREBS EQUIPMENT LEASE

This THIRD AMENDMENT TO NCREBS EQUIPMENT LEASE is dated as of December 1, 2019 (this "Third Amendment"), and is by and among the NEVADA FINANCE AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as lessor (the "Authority"), and the COUNTY OF NEVADA, 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 lessee (the "County"), with the consent of Banc of America Lease & Capital, LLC, a Delaware limited liability company, and amends in part that certain NCREBs Equipment Lease dated as of August 1, 2016, (the "Original NCREBs Equipment Lease," together with this Third Amendment, the "NCREBs Equipment Lease").

WITNESSETH:

WHEREAS, in order to obtain funds to finance the acquisition and installation of the NCREB's Solar Equipment, (a) the County leased to the Authority the land and improvements that consist generally of the Wayne Brown Correctional Facility, which is located at 925 Maidu Avenue, City of Nevada, County of Nevada, California (the "NCREBs Real Property") pursuant to that certain Site, Facility and Equipment Lease (the "Original Site Lease") and (b) the Authority leased the NCREBs Real Property back to the County and the County leased from the Authority the NCREBs Solar Equipment pursuant to the Original NCREBs Equipment Lease; and

WHEREAS, pursuant to Section 6.(b) of the Original Site Lease and Section 4.7 of the Original NCREBs Equipment Lease, the County and the Authority reserved the right to release any portion of the NCREBs Real Property by amending the Original Site Lease, the Original NCREBs Equipment Lease, and satisfying certain conditions precedent in Section 6.(b) of the Original Site Lease and Section 4.7 of the Original NCREBs Equipment Lease (the "Conditions Precedent"); and

WHEREAS, the County and the Authority have determined to release a portion of the NCREBs Real Property from the Original NCREBS Equipment Lease such that the remaining NCREBs Real Property the County leases under the Original NCREBs Equipment Lease, as amended by this Third Amendment, will exclude the real property legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "NCREBs Released Property"); and

WHEREAS, the County and the Authority have further determined to release a portion of the NCREBs Real Property from the Original Site Lease and have concurrently herewith entered into that certain First Amendment to Site, Facility and Equipment Lease dated as of December 1, 2019 (the "First Amendment to Site Lease") such that the remaining NCREBs Real Property the County leases to the Authority under the Original Site Lease will exclude the NCREBs Released Property; and

WHEREAS, all parties acknowledge the Conditions Precedent have occurred, and as of the "Jail Release Date," (as defined below), the Original NCREBS Equipment Lease will be amended as provided in this Third Amendment;

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals Deemed True. The foregoing recitals and findings are true and correct.
2. Definitions. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Original NCREBs Equipment Lease.
3. Amendments to Original NCREBs Equipment Lease. As of the Jail Release Date, the Original NCREBs Equipment Lease is amended as follows: (i) the NCREBs Released Property is released, (ii) the NCREBs Released Property is deleted from Attachment A-2, (iii) all references to the "NCREBs Real Property" in the Original Equipment Lease shall mean the "NCREBs Solar Equipment", and (iv) with respect to the NCREBs Released Property, the Original Equipment Lease is terminated and the Authority shall have no right to possess the NCREBs Release Property.
4. No Other Modifications and Amendments. Except as expressly provided for pursuant to this Amendment, all of the terms, conditions and provisions of the NCREBs Equipment Lease, as amended, remain in full force and effect as originally signed and approved by the County and the Authority. In the event of any inconsistency between the terms of the Original NCREBs Equipment Lease and this Third Amendment, the terms of this Third Amendment shall prevail. All references in the Original NCREBs Equipment Lease to "the NCREBs Equipment Lease" shall be deemed references to the Original NCREBS Equipment Lease, as amended by this Third Amendment.
5. Jail Release Date. This Third Amendment has been authorized, executed and delivered by the County and the Authority in accordance with Section 6.(b) of the Original Site Lease and Section 4.7 of the Original NCREBS Equipment Lease and shall become effective on the date of recordation in the Official Records of the County of Nevada (the "Jail Release Date").
6. Counterparts. This Third Amendment 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the County and the Authority have caused this Third Amendment to be executed by their respective officers thereunto duly authorized, all as of the day and year written below.

NEVADA COUNTY FINANCE AUTHORITY, as
Lessor

By: Marcia L. Salter
Name: Marcia L. Salter
Title: Secretary
Date: 5-18-2020

COUNTY OF NEVADA, as Lessee

By: [Signature]
Name: Martin Roth
Title: Deputy County Executive Officer
Date: 5/18/2020

Attest:

By: [Signature]
Name: Julie Patterson Hunter
Title: Clerk of the Board
Date: 5/18/2020

'CONSENTED TO BY:

BANC OF AMERICA LEASING & CAPITAL,
LLC, a Delaware limited liability company, as
NCREBs Lease Assignee

By: _____
Name: _____
Title: _____
Date: _____

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

)

) ss.

COUNTY OF NEVADA

)

On May 18, 2020 before me, Cindy Hunt, Notary Public,

personally appeared Martin Polt, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

Cindy Hunt
SIGNATURE OF NOTARY PUBLIC



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

)

) ss.

COUNTY OF NEVADA

)

On May 18, 2020 before me, Cindy Hunt, Notary Public,

personally appeared Marcia L. Salter, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

Cindy Hunt
SIGNATURE OF NOTARY PUBLIC



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

)

) ss.

COUNTY OF NEVADA

)

On May 18, 2020 before me, Cindy Hunt, Notary Public,

personally appeared Julie Patterson - Hunter, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

Cindy Hunt
SIGNATURE OF NOTARY PUBLIC



EXHIBIT A

DESCRIPTION OF NCREBS RELEASED PROPERTY

Description of a portion of all that real property as described in that deed recorded as document no. 2011-015365, Official Records of Nevada County, being a portion of Section 1 and Section 12, Township 16 North, Range 8 East, Mount Diablo Base and Meridian in the Incorporated City of Nevada City, County of Nevada and being more particularly described as follows:

Beginning at a point from which the North $\frac{1}{4}$ corner, Section 12 bears South $86^{\circ}40'36''$ West, 582.33 feet; said point being the Northwest corner of that parcel of land owned by the County of Nevada and described in that lot line adjustment deed recorded as document no. 2011-015366; Official Records of Nevada County; thence from said **Point of Beginning** South $23^{\circ}56'17''$ West, 241.00 feet; thence South $17^{\circ}45'10''$ East, 303.22 feet; thence North $72^{\circ}14'50''$ East, 195.42 feet; thence South $17^{\circ}45'10''$ East, 88.84 feet; thence North $72^{\circ}14'50''$ East, 130.41 feet; thence along the arc of a curve to the left having a radius of 213.56 feet, a delta angle of $63^{\circ}39'23''$ and an arc length of 237.26 feet; thence North $17^{\circ}39'07''$ West, 93.78 feet to a point on the boundary of that parcel of land as described in document no. 2011-015365; thence along the boundary of said parcel the following thirty-one (31) courses; (1) Thence North $86^{\circ}30'00''$ East, 191.56 feet; (2) thence South $13^{\circ}00'00''$ West, 54.88 feet; (3) thence South $60^{\circ}15'00''$ East, 82.95 feet; (4) thence South $47^{\circ}01'00''$ West, 70.97 feet; (5) thence along the arc of a curve to the left having a radius of 100.00 feet, a delta angle of $28^{\circ}22'00''$ and an arc length of 49.51 feet; (6) Thence South $18^{\circ}39'00''$ West, 128.84 feet; (7) thence along the arc of a curve to the left having a radius of 100.00 feet, a delta angle of $30^{\circ}32'00''$ and an arc length of 53.29 feet; (8) thence South $11^{\circ}53'00''$ East, 100.08 feet; (9) thence North $77^{\circ}39'05''$ West, 18.89 feet; (10) thence South $02^{\circ}33'39''$ West, 149.95 feet to the northerly right of way line of State Highway 49; (11) thence along said northerly right of way line of State Highway 49 the following course South $70^{\circ}33'40''$ West, 800.00 feet to a point on the Easterly right of way line of Cement Hill Road; thence along said right of way; (12) thence North $47^{\circ}52'20''$ West, 82.02 feet; (13) thence North $47^{\circ}51'00''$ West, 20.00 feet; (14) thence North $69^{\circ}46'30''$ West, 120.00 feet; (15) thence along the arc of a curve to the right having a radius of 150.00 feet, a delta angle of $39^{\circ}28'30''$ and an arc length of 103.35 feet; (16) thence North $42^{\circ}34'00''$ West, 190.74 feet; (17) thence North $53^{\circ}29'26''$ West, 137.69 feet; (18) thence leaving said right of way line South $89^{\circ}52'00''$ East, 116.36 feet; (19) thence North $00^{\circ}52'00''$ West, 270.72 feet; (20) thence South $78^{\circ}04'00''$ East, 28.79 feet; (21) thence South $76^{\circ}36'00''$ East, 119.45 feet; (22) thence North $89^{\circ}59'54''$ East, 180.00 feet; (23) thence North $00^{\circ}08'24''$ West, 441.77 feet to a point on the Northerly line of Section 12; thence along said Section line; (24) thence South $86^{\circ}40'36''$ West, 107.51 feet to the Southerly right of way line of Wet Hill Road; (25) thence along the southerly right of way line of Wet Hill Road the following two courses from a tangent bearing of North $56^{\circ}43'00''$ East along the arc of a curve to the right having a radius of 2970.00 feet, a delta angle of $02^{\circ}08'40''$ and an arc length of 111.16 feet; (26) thence North $58^{\circ}51'40''$ East, 218.09 feet; (27) thence leaving said right of way South $27^{\circ}15'00''$ East, 37.67 feet; (28) thence South $65^{\circ}25'13''$ West, 5.94 feet; (29) thence South $24^{\circ}34'47''$ East, 56.38 feet; (30) thence North $65^{\circ}25'13''$ East, 8.57 feet; (31) Thence South $27^{\circ}15'00''$ East, 75.97 feet to a point in said section line and the **Point of Beginning**.

Containing 16.69 acres, more, or less.

APN: 05-020-22-000 (portion)

RESERVING in favor of the NEVADA COUNTY FINANCE AUTHORITY and BANC OF AMERICA LEASING & CAPITAL, LLC, a Delaware limited liability company, as NCREBs Lease

Assignee, an easement for ingress, egress and regress to, from and over the above described lands sufficient to acquire, install, maintain, modify, repair and/or repossess the NCREBs Solar Equipment as shown in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference.

EXHIBIT A-1 **NCREBs Solar Equipment** **(Adminsitration Center)**

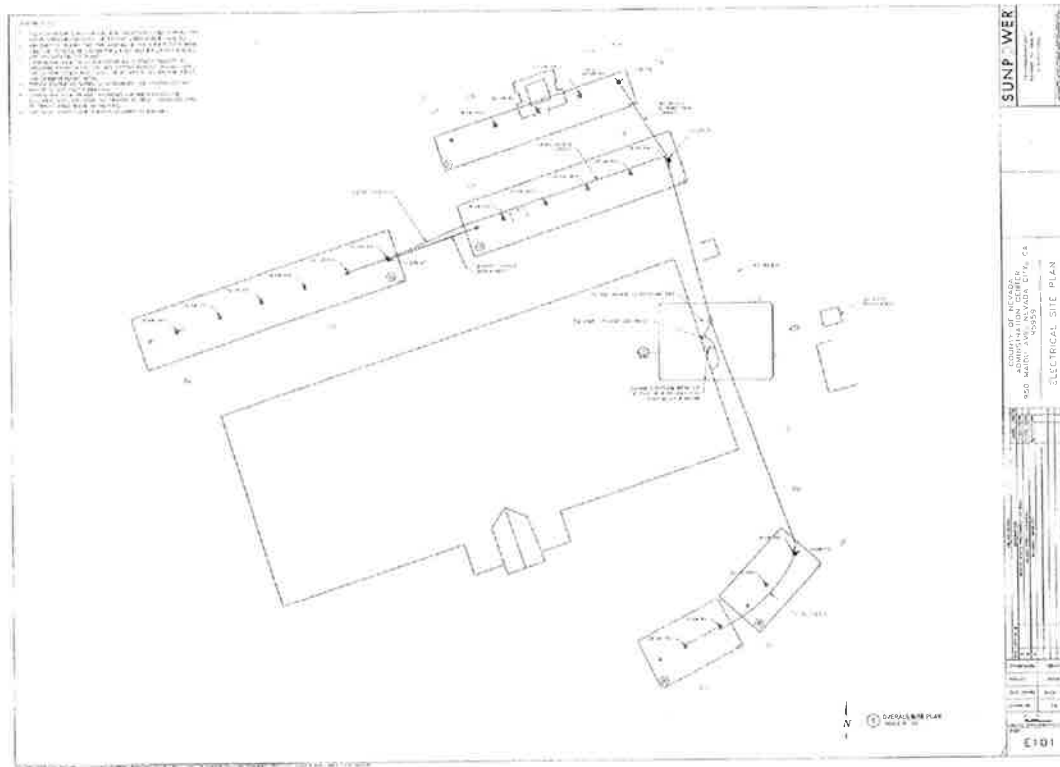


EXHIBIT A-2 **NCREBs Solar Equipment** **(County Jail)**

