

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Best Best & Krieger LLP
Attention: Kim Byrens, Esq.
3390 University Avenue, 5th Floor
Riverside, CA 92501

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.

RELEASE OF LIEN AND TERMINATION AGREEMENT

This RELEASE OF LIEN AND TERMINATION AGREEMENT (this “Agreement”), made and entered into as of _____, 2018, by and among the County of Riverside (the “County”), the Southwest Communities Financing Authority (the “Authority”), Animal Friends of the Valleys and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”).

WITNESSETH:

WHEREAS, the County, the Authority and the Trustee have entered into the agreements listed below in (a) and (b), each such document creates an encumbrance on the real property described in Exhibit A attached hereto (the “Property”) for the purpose of financing the Project described therein (the “2008 Bonds”) as follows:

(a) Lease Agreement dated as of November 1, 2008, by and between the County of Riverside, a division of the State of California, and the Southwest Communities Financing Authority, a Joint Powers Authority, under the terms and provisions contained therein, recorded _____, as Document No. _____ of Official Records of Riverside County; and

(b) A Ground Lease, dated as of November 1, 2008, between Animal Friends of the Valleys, as lessor, and the Southwest Communities Financing Authority, as lessee.

WHEREAS, for purposes of this Agreement, each of the documents referred to in (a) and (b) above will be referred to collectively as the “Agreements;” and

WHEREAS, the County desires to refinance the 2008 Bonds by entering into a Riverside County Infrastructure Financing Authority Lease Agreement, dated as of _____, by and between the County, as lessee and the Riverside County Infrastructure Financing Authority, as lessor; and

WHEREAS, in order to proceed with the refinancing of the 2008 Bonds, the parties desire to cause the filing of this Agreement in the official records of the Recorder of Riverside County to release and terminate any and all liens and encumbrances on the Property created by the Agreements upon payment in full of the 2008 Bonds.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The foregoing recitals are true and correct and by this reference are incorporated herein. The parties hereto acknowledge and agree that any lien or encumbrance for their respective part on the Property created by the Agreements is hereby terminated and released and each of the Agreements is hereby terminated.

2. The parties have read this Agreement and have freely and voluntarily entered into this Agreement.

3. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

(Signature page follows)

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by the respective duly authorized officers as of the day and year first above written.

COUNTY OF RIVERSIDE

By: _____

**SOUTHWEST COMMUNITIES FINANCING
AUTHORITY**

By: _____

ANIMAL FRIENDS OF THE VALLEYS

By: _____

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee**

By: _____
Authorized Signatory

*-Signature Page-
Release of Lien and Termination Agreement*

EXHIBIT A

DESCRIPTION OF THE PROPERTY

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 _____, before me, _____, a Notary Public, personally appeared _____, 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)

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 _____, before me, _____, a Notary Public, personally appeared _____, 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 capaCounty(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)

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 _____, before me, _____, a Notary Public, personally appeared _____, 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 capaCounty(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)