

APN: 1318-26-101-011



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KAREN ELLISON, RECORDER

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CARSON CITY, NEVADA
c/o SHERMAN & HOWARD L.L.C.
50 West Liberty Street, Suite 1000
Reno, Nevada 89501-1950
Attention: Kendra Follett

[Space above for Recorder's use]

Termination Certificate for Lease, Sublease and Indenture

IT IS HEREBY CERTIFIED by the undersigned, the Director of the State of Nevada Department of Business and Industry, being the duly appointed director of said department (the "Department"), Tahoe Regional Planning Agency, a separate legal entity created by Tahoe Regional Planning Compact between the States of California and Nevada and consented to by the Congress of the United States of America, (the "Agency") and Zions Bancorporation, N. A. (formerly known as Zions First National Bank) as Trustee (the "Trustee"):

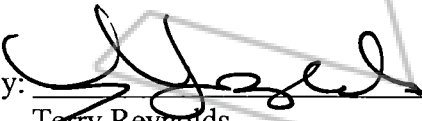
1. **The Lease and Sublease.** The undersigned Department, as lessee and lessor, and Agency, as lessor and lessee, are parties to that certain Lease (DOC # 0701591) and Sublease (DOC # 0701592), both dated May 1, 2007 (the "Lease" and "Sublease," respectively), relating to the Department's Lease Revenue Bonds (Tahoe Regional Planning Agency Project) Series A (the "Series A 2007 Bonds") and the Department's Lease Revenue Bonds (Tahoe Regional Planning Agency Project) Series B (Taxable) (the "Series B 2007 Bonds" and together with Series A 2007 Bonds, the "2007 Bonds") with respect to certain property more particularly described in the legal description attached hereto as Exhibit A.
2. **The Indenture.** The undersigned Department and Trustee are parties to that certain Indenture, dated as of May 1, 2007, relating to the 2007 Bonds (the "Indenture"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Sublease and Indenture.
3. **Prepayment of the Base Rental Payments.** The undersigned Trustee hereby certifies that in accordance with Section 7.2 of the Sublease, the Agency has prepaid the Base Rental Payments payable under Section 4.2(a) thereof by paying to the Trustee, for deposit in the Redemption Account within the Revenue Fund, a sum sufficient, together with other funds and the yield on any securities deposited with the Trustee and available for such purpose, to pay (1) the principal of all 2007 Bonds Outstanding on June 23, 2020 (the "Redemption Date"), plus interest accrued and to accrue to the Redemption Date, pursuant to the Indenture, (2) all reasonable and necessary fees and expenses of the Department, the Trustee and any paying agent accrued and to accrue

through final payment of the 2007 Bonds and (3) all other liabilities of the Agency accrued and to accrue under the Sublease.

4. **Defeasance of the 2007 Bonds.** The undersigned Trustee hereby certifies that in accordance with Article X of the Indenture, on the date hereof, moneys have been deposited with the Trustee in an amount sufficient, as set forth in a written report of an independent certified public accountant, to redeem and defease all of the Outstanding 2007 Bonds. The Trustee further certifies that it has been irrevocably instructed by the Agency to apply such money held in trust to fully pay and retire such principal and interest with respect to the 2007 Bonds.
5. **Notice of Redemption.** The undersigned Trustee hereby certifies that pursuant to Section 10.03(A) and Article IV of the Indenture, notice of the redemption of the 2007 Bonds was given to the Holders of the Outstanding 2007 Bonds.
6. **Termination of Indenture.** Pursuant to the certifications under paragraph 4 of this Certificate, the undersigned Department hereby certifies in accordance with Section 10.01 of the Indenture its intention to discharge the 2007 Bonds and elects to terminate the Indenture on the date hereof.
7. **Term of Lease.** Section 2 of the Lease provides that the term of the Lease shall end ten (10) days after written notice by the Agency to the Department.
8. **Written Notice of Termination of Lease.** The undersigned Department and Agency hereby certify that written notice of the termination of the Lease was provided by the Agency to the Department on June 5, 2020 to take effect June 16, 2020 upon the defeasance of the 2007 Bonds.
9. **Termination of Lease and Payment of 2007 Bonds.** In accordance with the foregoing, the defeasance of the 2007 Bonds has occurred and the Lease is hereby terminated on the date hereof pursuant to the written notice of termination of the Lease.
10. **Term of Sublease.** Section 4.1 of the Sublease provides that if prior to June 1, 2037, the 2007 Bonds shall have been fully paid and retired, and the Lease shall have been terminated, then the term of the Sublease shall end simultaneously therewith.
11. **Termination of the Sublease.** The 2007 Bonds have been defeased in accordance with Article X of the Indenture and the Lease has been terminated on the date hereof; consequently, the Sublease between the Department and the Agency is also terminated.
12. **Execution of Counterparts.** This Certificate may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **Effective Date.** The effective date for the termination of the Indenture, the Lease and the Sublease is the date hereof.

IN WITNESS WHEREOF, the Department, Agency and Trustee have caused this Certificate to be executed by their respective officers thereto duly authorized, as of June 16, 2020.

DIRECTOR OF THE STATE OF
NEVADA DEPARTMENT OF BUSINESS
AND INDUSTRY

By: 
Terry Reynolds
Director

TAHOE REGIONAL PLANNING
AGENCY

By: _____
Joanne S. Marchetta
Executive Director

By: _____
Chris Keillor
Finance Director

ZIONS BANCORPORATION, N.A., as Trustee

By: _____
Authorized Officer

[Signature page to Termination Certificate for Lease, Sublease and Indenture]

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AND INDUSTRY

By: _____
Terry Reynolds
Director

TAHOE REGIONAL PLANNING
AGENCY

By: Joanne S. Marchetta
Joanne S. Marchetta
Executive Director

By: Chris Keillor
Chris Keillor
Finance Director

ZIONS BANCORPORATION, N.A., as Trustee

By: _____
Authorized Officer

[Signature page to Termination Certificate for Lease, Sublease and Indenture]

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DIRECTOR OF THE STATE OF
NEVADA DEPARTMENT OF BUSINESS
AND INDUSTRY

By: _____
Terry Reynolds
Director

TAHOE REGIONAL PLANNING
AGENCY

By: _____
Joanne S. Marchetta
Executive Director

By: _____
Chris Keillor
Finance Director

ZIONS BANCORPORATION, N.A., as Trustee

By: _____
Daniel J Dixon
Senior Vice President

[Signature page to Termination Certificate for Lease, Sublease and Indenture]

STATE OF NEVADA)
) SS.
Carson City)

This instrument was acknowledged before me on June 8, 2020, by Terry Reynolds, Director of the State of Nevada, Department of Business and Industry.

WITNESS my hand and official seal.

Signature: Deborah S. Tomlinson



[Notary page to Termination Certificate for Lease, Sublease and Indenture]

STATE OF NEVADA)
) SS.
DOUGLAS COUNTY)

This instrument was acknowledged before me on JUNE 10, 2020, by Joanne S. Marchetta, Executive Director of the Tahoe Regional Planning Agency.

WITNESS my hand and official seal.



Signature: Tracy Campbell

[Notary page to Termination Certificate for Lease, Sublease and Indenture]

STATE OF NEVADA)
) SS.
DOWNS COUNTY)

This instrument was acknowledged before me on JUNE 10, 2020, by Chris Keillor, Finance Director of the Tahoe Regional Planning Agency.

WITNESS my hand and official seal.



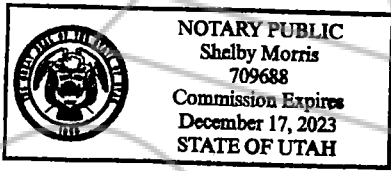
Signature: Tracy Campbell

[Notary page to Termination Certificate for Lease, Sublease and Indenture]

STATE OF UTAH)
) SS.
Salt Lake City)

This instrument was acknowledged before me on June 9th 2020 by Daniel J Dixon of Zions Bancorporation, N.A., as Trustee.

WITNESS my hand and official seal.



Signature: *Shelby Morris*

[Notary page to Termination Certificate for Lease, Sublease and Indenture]

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of DOUGLAS unincorporated area described as follows:

PARCEL NO. 1

A parcel of land situated in and being a portion of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 13 North, Range 18 East, M.D.B.&M., more particularly described as follows, towit:

BEGINNING at a point on the Section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B.&M., which is 1,146.60 feet West from the 1/4 corner between Sections 23 and 26; thence South 0 degrees 08' East, 1,317.13 feet; thence North 89 degrees 42' West, a distance of 157.02 feet; thence North 0 degrees 08' West, a distance of 1,316.93 feet; thence South 89 degrees 46' East, a distance of 160.95 feet to the POINT OF BEGINNING.

EXCEPT THEREFROM that portion of said land conveyed to SPIVAK DEVELOPMENT COMPANY, a Partnership, in Deed recorded July 23, 1970 in Book 77, Page 655, Document No. 48829, Official Records.

ALSO FURTHER EXCEPTING THEREFROM all that portion of said land conveyed to KINGSBURY GENERAL IMPROVEMENT DISTRICT, a Municipal corporation, in Deed recorded March 10, 1976 in Book 376, Page 476, Document No. 88812, Official Records.

TOGETHER WITH a parcel of land situate in the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 26, Township 13 North, Range 18 East, M.D.B.&M. in Douglas County, Nevada, that is described as follows:

Beginning at a point on the left or westerly highway right-of-way line of the reroute of U.S. 50, project F-002-1(31), said point of beginning being 175.00 feet left of and at right angles to Highway Engineer's Station "04" 48+ 65.00 P.O.T.; and further described as bearing South 84 degrees 19'17" East a distance of 944.42 feet from the Northwest corner of Section 26, Township 13 North, Range 18 East, M.D.B.&M.; thence North 61 degrees 46'56" West along said right-of-way line a distance of 78.61 feet to a point on the right of southerly right-of-way line of SR-19 (Kingsbury Grade); thence South 88 degrees 55'43" East

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along said SR-19 right-of-way line a distance of 434.86 feet to a point on the easterly boundary of the Northwest Quarter of the Northwest Quarter of said Section 26, said point also being on the right or easterly highway right-of-way line; thence South 0 degrees 50'01" West along said easterly boundary a distance of 102.34 feet to a point, said point being the true point of beginning; thence South 6 degrees 58'18" West a distance of 671.14 feet to a point on the southerly boundary of that parcel of land as granted to Water Cox and John E. Michelsen, in deed recorded August 22, 1963, in Book 19, Page 135, Document No. 23282, Official Records of Douglas County, Nevada; thence South 60 degrees 41'40" East along said southerly boundary a distance of 82.28 feet to a point, said point being the southeasterly corner of said Cox and Michelsen parcel; thence North 0 degrees 03'56" East a distance of 707.55 feet to the true point of beginning.

Assessor's Parcel No. 1318-26-101-011

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MAY 9, 2003, BOOK 0503, PAGE 4872, AS FILE NO. 0576343, AND DEED RECORDED JULY 14, 2006 IN BOOK 0706, PAGE 4975, AS FILE NO. 679748, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA." Reference is made to Record of Survey for Robert M. Melnikoff, et al and filed for record with the Douglas County Recorder on July 6, 1993, in Book 793, at Page 693, as Document No. 311703, Official Records of Douglas County, Nevada.

PARCEL NO. 2:

TOGETHER WITH that certain easement for Common Roadway to service the above described parcel of land, to which said easement is appurtenant to the adjoining parcel of land, as set forth in Agreement dated December 30, 1969, executed by PHILIP H. FENN and CHARLES BARBER, recorded January 22, 1970 in Book 73, Page 38, Document No. 46935, Official Records, more particularly described as follows:

(A) A strip of land being the East 30 feet of that certain lot, piece or parcel of land situate in the county of Douglas, State of Nevada, described as follows:

BEGINNING at a point on the Section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B.&M., which is 1,146.60 feet West from the 1/4 corner between

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Sections 23 and 26; thence South 0 degrees 08' East, a distance of 1,317.13 feet; thence North 89 degrees 49' West, a distance of 157.02 feet; thence North 0 degrees 08' West, a distance of 1,316.93 feet; thence South 89 degrees 46' East, a distance of 160.95 feet to the POINT OF BEGINNING.

(B) A strip of land being the West 30 feet of that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

BEGINNING at a point on the Section line between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B.&M., which is 1,146.60 feet West from the 1/4 corner between Sections 23 and 26; thence South 0 degrees 08' East, a distance of 1,317.13 feet; thence East 163.80 feet; thence North 1,316.93 feet; thence West, a distance of 163.80 feet to the POINT OF BEGINNING.

PARCEL NO. 3;

An easement for ingress and egress, drainage, and parking as shown in Agreement recorded April 16, 1996, in Book 496, Page 2961, in Document No. 385603.