

AFTER RECORDATION RETURN TO:

JONES HALL,  
A PROFESSIONAL LAW CORPORATION  
475 Sansome Street, Suite 1700  
San Francisco, CA 94111  
Attention: Christopher K. Lynch, 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

This TERMINATION AGREEMENT (this "Agreement") is dated as of \_\_\_\_\_, 2016, and is by and among (i) the CITY OF HAYWARD (the "City"), a municipal corporation and charter law city duly organized and existing under the laws of the State of California, (ii) the HAYWARD PUBLIC FINANCING AUTHORITY (the "Authority"), a joint exercise of powers authority duly organized and existing under the laws of the State of California, and (iii) THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America (the "2007 Trustee").

#### WITNESSETH:

**WHEREAS**, in connection with the execution and delivery of \$31,820,000 initial principal amount of 2007 Refunding Certificates of Participation (Civic Center and Capital Projects) (the "2007 Certificates"):

(i) the City and the Authority previously entered into a Lease Agreement, dated as of August 1, 2007 (the "2007 Lease Agreement"), relating to the real property described in Exhibit A hereto (which Exhibit A is incorporated herein), which 2007 Lease Agreement was recorded on August 15, 2007 in the official records of the Alameda County Recorder as Instrument No. 2007-299324,

(ii) the City and the Authority previously entered into a Site Lease, dated as of August 1, 2007 (the "2007 Site Lease"), relating to the real property described in Exhibit A hereto, which was recorded on August 15, 2007, as Instrument No. 2007-299323, in the Office of the Recorder of the County of Alameda; and

(iii) the City, the Authority and the 2007 Trustee previously entered into a Trust Agreement, dated as of August 1, 2007 (the "2007 Trust Agreement"), and

(iv) the Authority assigned certain of its rights under the 2007 Lease Agreement to the 2007 Trustee, pursuant to an Assignment Agreement, dated as of August 1, 2007 (the "2007 Assignment Agreement"), by and between the Authority and the 2007 Trustee, and recorded on August 15, 2007 in the official records of the Alameda County Recorder as Instrument No. 2007-299325; and

**WHEREAS**, concurrently herewith, the 2007 Certificates are being defeased with proceeds of a lease agreement by and between the City and the Authority for \$\_\_\_\_\_ aggregate principal amount of lease payments (the "2016 Lease");

**NOW, THEREFORE**, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Termination Related to 2007 Certificates.

(a) As a result of the defeasance of the 2007 Certificates and the execution and delivery of the 2016 Lease, (i) all obligations of the City, the Authority and the 2007 Trustee under the 2007 Assignment Agreement, the 2007 Site Lease and the 2007 Lease Agreement have ceased and terminated, except for such obligations of the City under the 2007 Lease Agreement which survive by their terms and (ii) the rights of the 2007 Trustee to receive lease payments under the 2007 Assignment Agreement and the 2007 Trust Agreement have terminated.

(b) In accordance with the foregoing, the 2007 Site Lease, the 2007 Lease Agreement, the 2007 Trust Agreement and the 2007 Assignment Agreement are hereby terminated and are of no further force or effect, except for such obligations of the City under the 2007 Lease Agreement which survive by their terms.

(c) From and after the date hereof, none of the parties shall have any further rights or obligations under the 2007 Site Lease, the 2007 Lease Agreement, the 2007 Trust Agreement and the 2007 Assignment Agreement, except for such obligations and rights under the 2007 Lease Agreement which survive by their terms.

Section 2. Execution in Counterparts. This 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 Agreement shall be governed by the laws of the State of California.

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

CITY OF HAYWARD

By: \_\_\_\_\_  
City Manager

HAYWARD PUBLIC FINANCING  
AUTHORITY

By: \_\_\_\_\_  
Executive Director

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., *as 2007 Trustee*

By: \_\_\_\_\_  
Authorized Officer

(Acknowledgement)

## EXHIBIT A

### REAL PROPERTY DESCRIPTION

The land referred to in this Exhibit A is situated in the City of Hayward, County of Alameda, State of California, and is described as follows:

A portion of the parcel of land described in the grant deed from the San Francisco Bay Area Rapid Transit District, a Rapid Transit District to the Redevelopment Agency of the City of Hayward, a Redevelopment Agency, dated September 26, 1996 and recorded September 27, 1996 in Official Records of Alameda County under county Recorder's Series No. 96-250853; a portion of the parcel of land described as Parcel One in the Ex Parte Order Nunc Pro Tunc Amendment of Final Order of Condemnation, Case No. H-158991-9, Superior Court of California, County of Alameda, Southern (Hayward) District, dated September 5, 1996, a certified copy of which was recorded September 5, 1996, in Official Records of Alameda County under county Recorder's Series No. 96-222221; a portion of the parcel of land described as Parcel 2 in the Grant Deed from The Society of Saint Vincent De Paul Particular Council of Alameda County to the Redevelopment Agency of the City of Hayward dated February 5, 1991 and recorded February 13, 1991 in Official Records of Alameda County under county Recorder's Series No. 91-040396; a portion of Atherton Street, and a portion of Commercial Street, as said streets are described in the Hayward City Council Resolution of Vacation No. 96-65, adopted March 19, 1996 and recorded June 24, 1996 in Official Records of Alameda County under county Recorder's Series No. 96-152888, described as follows:

Beginning at a point on the Southeastern line of "B" Street, as said street is described in first said deed, distant along said line North 73°21'21" East, 55.141 feet from an angle point therein; thence along said Southeastern line of "B" Street, North 73°21'21" East 325.212 feet, thence along a line drawn parallel to the Southwestern line of Watkins Street, as said street presently exists, 80.00 feet wide, South 35°22'08" East, 149.124 feet; thence South 54°32'04" West, 308.00 feet; thence along a line drawn parallel to said Southwestern line of Watkins Street, North 35°22'08" West, 254.043 feet to the point of beginning.

APN: 428-0076-28-1

(End of Legal Description)