

AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE

THIS AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE (the “**Agreement**”), dated as of October 16, 2019 (the “**Effective Date**”), is entered into by and among the NAPA SANITATION DISTRICT, a county sanitation district that is duly organized and existing under and by virtue of the laws of the State of California (the “**Issuer**”), U.S. BANK NATIONAL ASSOCIATION, a national banking association that is duly organized and existing under the laws of the United States and having a corporate trust office at 1 California Street, Suite 1000, San Francisco, California 94111 (“**Successor Trustee**”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association that is duly organized and existing under the laws of the United States (“**Removed Trustee**”).

RECITALS

A. In 2017, the Issuer issued its 2017 Refunding Revenue Bonds (the “**2017 Bonds**”) pursuant to an Indenture of Trust, dated as of December 1, 2017 (the “**2017 Indenture**”), by and between the Issuer and Removed Trustee.

B. In connection with the issuance of the 2017 Bonds, the Issuer entered into a Continuing Disclosure Agreement, dated as of December 1, 2017 (the “**2017 CDA**”), by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as dissemination agent (“**Resigning Dissemination Agent**”).

C. In 2012, the Issuer caused the execution and delivery of its Revenue Certificates of Participation, Series 2012A (the “**2012 Certificates**” and, together with the 2017 Bonds, the “**Securities**”) pursuant to a Trust Agreement, dated as of December 1, 2012 (the “**2012 Trust Agreement**”), by and among the Issuer, Removed Trustee and the Napa Sanitation District Public Financing Corporation.

D. In connection with the issuance of the 2012 Certificates, the Issuer entered into a Continuing Disclosure Agreement, dated as of December 1, 2017 (the “**2012 CDA**” and, together with the 2017 Indenture, the 2017 CDA and the 2012 Trust Agreement, the “**Governing Document**”), by and between the Issuer and Resigning Dissemination Agent.

E. The Issuer appointed Removed Trustee as the trustee (the “**Trustee**”) and the dissemination agent (the “**Dissemination Agent**”) under the Governing Document on behalf of itself and the holders of the respective Securities (the “**Holders**”).

F. Section 8.01 of the 2017 Indenture and Section 8.03 of the 2012 Trust Agreement provide that the District may at any time remove the Trustee with respect to the Securities by giving written notice of such removal to the Trustee, effective upon the acceptance by a successor Trustee of its appointment as successor Trustee.

G. Section 7 of the 2017 CDA and Section 7 of the 2012 CDA provide that the District may at any time remove the Dissemination Agent with respect to the Securities by giving notice of such removal to the Dissemination Agent.

H. The Issuer desires to appoint Successor Trustee as successor Trustee to succeed Removed Trustee under the Governing Document.

I. The Issuer also desires to appoint U.S. Bank National Association as successor Dissemination Agent (“**Successor Dissemination Agent**”) to succeed Resigning Dissemination Agent under the Governing Document.

J. Successor Trustee is willing to accept such appointments as successor Trustee and successor Dissemination Agent under the Governing Document.

NOW, THEREFORE, the Issuer, Removed Trustee and Successor Trustee, for and in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

1

THE REMOVED TRUSTEE

1.1 Pursuant to Section 8.01 of the 2017 Indenture and Section 8.03 of the 2012 Trust Agreement, the Issuer has notified Removed Trustee of its removal as Trustee under the Governing Document.

1.2 Pursuant to Section 7 of the 2017 CDA and Section 7 of the 2012 CDA, the Issuer has notified Resigning Dissemination Agent of its removal as Dissemination Agent under the Governing Document.

1.3 Removed Trustee hereby represents and warrants to Successor Trustee that:

2

(a) No covenant or condition contained in the Governing Document has been waived by Removed Trustee or, to the best knowledge of responsible officers of Removed Trustee's corporate trust department, by the Holders of the percentage in aggregate principal amount of the applicable series of Securities required by the Governing Document to effect any such waiver.

(b) To the knowledge of Removed Trustee, but without undertaking any investigation, there is no action, suit or proceeding pending or, to the knowledge of responsible officers of Removed Trustee's corporate trust department, threatened against Removed Trustee before any court or any governmental authority arising out of any act or omission of Removed Trustee as Trustee under the Governing Document.

(c) As of the Effective Date, Removed Trustee will hold no moneys or property under the Governing Document.

(d) The registers in which it has registered and transferred registered Securities accurately reflect the amount of Securities issued and outstanding, the Holders thereof and the amounts payable thereon.

(e) This Agreement has been duly authorized, executed and delivered on behalf of Removed Trustee.

(f) No responsible officer of Removed Trustee's corporate trust department has received notice from the Issuer or any Holder that a default or Event of Default or any event which, after notice or lapse of time or both, would become an Event of Default has occurred and is continuing, and no responsible officer of Removed Trustee's corporate trust department has actual knowledge that a default or Event of Default or any event which, after notice or lapse of time or both, would become an Event of Default has occurred and is continuing under the Governing Document.

1.4 Removed Trustee and Resigning Dissemination Agent hereby assigns, transfers, delivers and confirms to Successor Trustee and Successor Dissemination Agent all right, title and interest of Removed Trustee and Resigning Dissemination Agent, as applicable, in and to the trust under the Governing Document, all funds and other assets held in trust under the Governing Document and all rights, privileges, responsibilities, powers, trusts, obligations and duties of the Trustee and Dissemination Agent under the Governing Document and any related agreement, including, without limitation, all of its rights to, and all of its security interests in and liens upon, the collateral, if any, and all other rights of Removed Trustee and Resigning Dissemination Agent with respect to the collateral, if any, pursuant to the transaction documents. Removed Trustee and Resigning Dissemination Agent

shall execute and deliver such further instruments and shall do such other things as Successor Trustee and Successor Dissemination Agent may reasonably require so as to more fully and certainly vest and confirm in Successor Trustee and Successor Dissemination Agent all of the rights, title, interests, capacities, privileges, responsibilities, powers, trusts and duties hereby assigned, transferred, delivered and confirmed to Successor Trustee as Trustee and to Successor Dissemination Agent as Dissemination Agent.

1.5 Removed Trustee shall deliver to Successor Trustee, as of or promptly after the Effective Date, all of the documents listed in Exhibit A.

2

THE ISSUER

2.1 The Issuer hereby accepts the resignation of Removed Trustee and Resigning Dissemination Agent as Trustee and Dissemination Agent under the Governing Document.

2.2 The Issuer hereby appoints Successor Trustee and Successor Dissemination Agent as Trustee and Dissemination Agent under the Governing Document to succeed to, and hereby vests Successor Trustee and Successor Dissemination Agent with, all of the rights, title, interests, capacities, privileges, responsibilities, powers, trusts and duties of Removed Trustee and Resigning Dissemination Agent under the Governing Document with like effect as if originally named as Trustee and Dissemination Agent in the Governing Document.

2.3 Promptly (but in no event later than 10 business days) after the Effective Date, the Issuer shall cause a notice, substantially in the form of Exhibit B, to be mailed to all parties required under the Governing Document and posted on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access website.

2.4 The Issuer hereby represents and warrants to Removed Trustee and Successor Trustee that:

(a) The Issuer is a county sanitation district that is duly organized and existing under and by virtue of the laws of the State of California.

(b) The Governing Document, and each amendment or supplemental Governing Document thereto, if any, was validly and lawfully executed and delivered by the Issuer and is in full force and effect, and the Securities were validly issued by the Issuer.

4

(c) The Issuer has performed or fulfilled prior to the date hereof, and will continue to perform and fulfill after the date hereof, each covenant, agreement, condition, obligation and responsibility under the Governing Document.

(d) No event has occurred and is continuing which is, or after notice or lapse of time would become, an Event of Default under the Governing Document.

(e) No covenant or condition contained in the Governing Document has been waived by the Issuer or, to the best of the Issuer's knowledge, by Holders of the percentage in aggregate principal amount of the Securities required to effect any such waiver.

(f) There is no action, suit or proceeding pending or, to the best of the Issuer's knowledge, threatened against the Issuer before any court or any governmental authority arising out of any act or omission of the Issuer under the Governing Document.

(g) This Agreement has been duly authorized, executed and delivered on behalf of the Issuer and constitutes its valid and binding obligation, enforceable in accordance with its terms.

(h) All conditions precedent requiring action by the Issuer relating to the appointment of U.S. Bank National Association as successor Trustee and successor Dissemination Agent under the Governing Document, have been complied with by the Issuer.

3

THE SUCCESSOR TRUSTEE

3.1 Successor Trustee hereby represents and warrants to Removed Trustee and to the Issuer that:

(a) Successor Trustee is eligible under the provisions of Section 8.01 of the 2017 Indenture and Section 8.03 of the 2012 Trust Agreement to act as Trustee under the Governing Document, and the Successor Dissemination Agent is eligible to act Dissemination Agent under the Governing Document.

(b) This Agreement has been duly authorized, executed and delivered on behalf of Successor Trustee and constitutes its valid and binding obligation, enforceable in accordance with its terms.

(c) Successor Trustee and Successor Dissemination Agent hereby accepts its appointment as successor Trustee and successor Dissemination Agent under the Governing Document

and accepts the assets and all of the rights, title, interests, capacities, privileges, responsibilities, powers, trusts and duties of Removed Trustee as Trustee and Resigning Dissemination Agent as Dissemination Agent under the Governing Document, upon the terms and conditions set forth therein, with like effect as if originally named as Trustee and Dissemination Agent under the Governing Document.

3.2 References in the Governing Document to “Office” or other similar terms shall be deemed to refer to the designated corporate trust office of Successor Trustee, which is presently located at 1 California Street, Suite 1000, San Francisco, California 94111, or such other address as may be specified by Successor Trustee, where notices and demands to or upon the Issuer in respect of the Securities may be served.

4

MISCELLANEOUS

4.1 Except as otherwise expressly provided herein or unless the context otherwise requires, all terms used herein which are defined in the Governing Document shall have the meanings assigned to them in the Governing Document.

4.2 This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the close of business on the Effective Date, upon the execution and delivery hereof by each of the parties hereto; *provided, however*, that the resignation of Removed Trustee and the appointment of Successor Trustee as Trustee under the Governing Document shall be effective upon the latest of: (a) 10 calendar days after the Effective Date; (b) receipt by The Depository Trust Company of both Removed Trustee’s transfer agency change notice and Successor Trustee’s transfer agency change notice; and (c) the second business day following receipt by Successor Trustee of the certified Holders list.

4.3 This Agreement does not constitute a waiver by any of the parties hereto of any obligation or liability which Removed Trustee or Resigning Dissemination Agent may have incurred in connection with its serving as Trustee or Dissemination Agent under the Governing Document or an assumption by Successor Trustee or Successor Dissemination Agent of any liability of Removed Trustee or Resigning Dissemination Agent arising out of any action or inaction by Removed Trustee or Resigning Dissemination Agent in the performance of its duties under the Governing Document.

6

4.4 Removed Trustee and Resigning Dissemination Agent hereby acknowledges payment or provision for payment in full by the Issuer of compensation for all services rendered by Removed Trustee in its capacity as Trustee under Section 8.06 of the 2017 Indenture and Section 8.04 of the 2012 Trust Agreement, and rendered by Resigning Dissemination Agent in its capacity as Dissemination Agent under Section 7 of the 2017 CDA and Section 7 of the 2012 CDA, and reimbursement in full by the Issuer of the expenses, disbursements and advances incurred or made by Removed Trustee in its capacity as Trustee and Resigning Dissemination Agent in its capacity as Dissemination Agent in accordance with the provisions of the Governing Document. This Agreement does not constitute a waiver or assignment by Removed Trustee or Resigning Dissemination Agent of any compensation, reimbursement, expenses or indemnity to which it is or may be entitled pursuant to the Governing Document. The Issuer acknowledges that its obligations set forth in Section 8.06 of the 2017 Indenture, Section 7.13 of the 2012 Trust Agreement, Section 11 of the 2017 CDA and Section 11 of the 2012 CDA to indemnify Removed Trustee and Resigning Dissemination Agent, as applicable, shall survive the execution hereof.

4.5 The parties hereto agree to take reasonable action to confirm, evidence and perfect Successor Trustee's rights in, or with respect to, the collateral, if any, pursuant to the transaction documents.

4.6 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles thereof.

4.7 This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

4.8 Successor Trustee's appointment and acceptance of its duties under this Agreement is contingent upon compliance with all regulatory requirements applicable to the Issuer, including successful completion of a final background check. These conditions include, without limitation, requirements under the USA PATRIOT Act, the USA FREEDOM Act, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these conditions are not met,

Successor Trustee may at its option promptly terminate this Agreement in whole or in part without any liability or incurring any additional costs.

4.9 This Agreement sets forth the entire agreement of the parties with respect to its subject matter, and supersedes and replaces any and all prior contemporaneous warranties, representations or agreements, whether oral or written, with respect to the subject matter of this Agreement other than those contained in this Agreement.

4.10 This Agreement shall be binding upon and inure to the benefit of the Issuer, Removed Trustee and Successor Trustee and their respective successors and assigns.

4.11 The parties agree as of the Effective Date, all references to Removed Trustee and Resigning Dissemination Agent as Trustee and Dissemination Agent in the Governing Document shall be deemed to refer to Successor Trustee and Successor Dissemination Agent, as applicable.

4.12 Unless otherwise provided herein, all notices, requests and other communications to any party hereunder shall be in writing (including facsimile and electronic transmission in PDF format) and shall be given to such party, addressed to it, as set forth below.

If to the Issuer:	Napa Sanitation District 1515 Soscol Ferry Road Napa, California 94558 Attention: Director of Administrative Services/Chief Financial Officer
If to Removed Trustee:	The Bank of New York Mellon Trust Company, N.A. 100 Pine Street, Suite 3200 San Francisco, California 94111 Attention: Corporate Trust Department
If to Successor Trustee:	U.S. Bank National Association 1 California Street, Suite 1000 San Francisco, California 94111 Attention: Global Corporate Trust Reference: Napa Sanitation District, Series 2012 and 2017

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed, all as of the day and year first above written.

NAPA SANITATION DISTRICT,
as Issuer

By: _____
Name:
Title:

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

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Successor Trustee

By: _____
Name:
Title:

EXHIBIT A

DOCUMENTS TO BE DELIVERED TO SUCCESSOR TRUSTEE

1. Executed copy of Governing Documents and each amendment and supplemental thereto, if any.
2. Description of funds and accounts, and balances therein, including asset description, par value, cost, acquisition date, maturity date, interest rate and CUSIP number, collateral, if any, and related documents.
3. Certified list of Holders, including certificate detail and all “stop transfers” and the reason for such “stop transfers” (or, alternatively, if there are a substantial number of registered Holders, the computer tape reflecting the identity, address, tax identification number and detailed holdings of such Holders).
5. Copies of notices sent by the Trustee to Holders of the Securities pursuant to the terms of the Governing Document, during the past twelve months.
6. All unissued Securities Inventory or DTC FAST held global certificates.
7. All original vault documents, including surety bonds, letters of credit, notes and other similar documents.
8. Such other documents as Successor Trustee may reasonably require in order to transfer the appointment to it.

EXHIBIT B

NOTICE

**NOTICE OF MATERIAL EVENT
(SUCCESSOR TRUSTEE)**

NAME OF OBLIGOR: Napa Sanitation District

NAME OF OBLIGATIONS: (i) 2017 Refunding Revenue Bonds
(ii) Revenue Certificates of Participation, Series 2012A

DATES OF DELIVERY: (i) December 27, 2017
(ii) December 20, 2012

NOTICE IS HEREBY GIVEN pursuant to: (i) Section 5(b)(vii) of that certain Continuing Disclosure Agreement, dated as of December 1, 2017, by and between Napa Sanitation District (the “**District**”) and The Bank of New York Mellon Trust Company, N.A. (“**BNYM**”), as dissemination agent; and (ii) Section 5(b)(vii) of that certain Continuing Disclosure Agreement, dated as of December 1, 2012, by and between the District and BNYM, as dissemination agent, of the following:

A. Pursuant to Section 8.01 of the Indenture of Trust, dated as of December 1, 2017 (the “**2017 Indenture**”), by and between the District and BNYM: (1) BNYM has been removed as trustee for the District’s 2017 Refunding Revenue Bonds (the “**2017 Bonds**”); and (2) U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States (“**U.S. Bank**”), has been appointed and has accepted its appointment as successor trustee for the 2017 Bonds under the 2017 Indenture.

B. Pursuant to Section 8.03 of the Trust Agreement, dated as of December 1, 2012 (the “**2012 Trust Agreement**”), by and among the District, BNYM and the Napa Sanitation District Public Financing Corporation: (1) BNYM has been removed as trustee for the District’s Revenue Certificates of Participation, Series 2012A (the “**2012 Certificates**”); and (2) U.S. Bank has been appointed and has accepted its appointment as successor trustee for the 2012 Certificates under the 2012 Trust Agreement.

C. The address of the designated corporate trust office of U.S. Bank is 1 California Street, Suite 1000, San Francisco, California 94111.

The removal of BNYM as trustee, and the appointment of U.S. Bank as trustee, for the 2017 Bonds and the 2012 Certificates were effective as of the close of business on September 16, 2019.

Dated: September __, 2019