

TO BE RECORDED AND WHEN RECORDED

RETURN TO:

Jones Hall, A Professional Law Corporation
650 California Street, 18th Floor
San Francisco, California 94108
Attention: Christopher K. Lynch, Esq.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383
OF THE CALIFORNIA GOVERNMENT CODE.

DRAFT
ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement"), dated as of ____ 1, 2016, is between the HAYWARD PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), and 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, as trustee (the "Trustee").

BACKGROUND:

1. The City has previously leased certain real property to the Authority under a Site Lease, dated as of August 1, 2007 (the "Prior Site Lease"), and the Authority has concurrently leased such land and improvements back to the City under a Lease Agreement, dated as of August 1, 2007 (the "Prior Lease").

2. The City's lease payment obligations under the Prior Lease are evidenced by 2007 Refunding Certificates of Participation (Civic Center and Capital Projects) in the aggregate principal amount of \$31,820,000 (the "Prior Certificates") under a Trust Agreement dated as of August 1, 2007, between the City, the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee.

3. The City has determined that it is in the best interests of the City at this time to refinance its obligations under the Prior Lease which are represented by the Prior Certificates, by exercising its right to prepay its lease payment obligations under the Prior Lease and thereby prepaying the Prior Certificates in full on August 1, 2017.

4. In order to raise funds required for that purpose, the Authority and the City have entered into a Lease Agreement dated as of ____ 1, 2016 (the "Lease") which has been recorded concurrently herewith, whereby the Authority has leased to the City, and the City has leased from the Authority, the land and improvements more particularly described in Appendix A hereto, including land and improvements constituting the Civic Center located at 777 B Street (the "Leased Property"), in the manner and on the terms set forth in the Lease, which terms include, without limitation, the obligation of the City to

pay Lease Payments (as defined in the Lease) to the Authority, in consideration of the City's use and enjoyment of the Leased Property under the Lease.

5. Under the Lease, the Authority is required to cause to be deposited with the Trustee certain sums of money to be credited, held and applied in accordance with the Lease and with a Trust Agreement dated as of ____ 1, 2016 (the "Trust Agreement") among the Authority, the City and the Trustee, for the purpose of refinancing the Prior Lease and prepaying the Prior Certificates.

6. For the purpose of obtaining such moneys, the Authority is willing to convey to certain persons (the "Owners") direct, undivided fractional interests in the Lease Payments, such interests to be evidenced and represented by (i) the \$_____ aggregate principal amount of 2016 Refunding Certificates of Participation (Civic Center and Capital Projects - 2007 Refunding), Series A and (ii) the \$_____ aggregate principal amount of 2016 Federally Taxable Refunding Certificates of Participation (Civic Center and Capital Projects - 2007 Refunding), Series B to be delivered under the Trust Agreement (the "Certificates").

7. In order to make such interests marketable on terms acceptable to the Authority, the Authority is willing to assign and transfer its rights under the Lease to the Trustee for the benefit of the Owners of the Certificates.

8. Concurrently with the delivery of this Assignment Agreement, the Trustee is executing and delivering the Certificates to the original purchaser thereof. The proceeds of sale of the Certificates are sufficient to permit the Authority to make the deposits required under the Lease and the Trust Agreement.

9. Each of the parties has authority to enter into this Assignment Agreement, and has taken all actions necessary to authorize its officers to execute it.

A G R E E M E N T :

In consideration of the material covenants contained in this Assignment Agreement, the Authority and the Trustee hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Defined Terms.* All capitalized terms not otherwise defined herein have the respective meanings given them in the Trust Agreement.

SECTION 2. *Assignment.* The Authority hereby transfers, assigns and sets over to the Trustee, for the benefit of the Owners of all Certificates which are executed, delivered and Outstanding under the Trust Agreement, all of the Authority's rights (but none of its obligations) under the Site Lease and the Lease (excepting only the Authority's rights to give consents and approvals thereunder, and its rights under Sections 4.4, 5.10, 7.3 and 8.4 of the Lease), including but not limited to:

- (a) the right to receive and collect all of the Lease Payments from the City under the Lease,

- (b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Leased Property, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Leased Property, and
- (c) the right to exercise such rights and remedies conferred on the Authority under the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund established under the Trust Agreement, or (ii) otherwise to protect the interests of the Owners in the event of a default by the City under the Lease.

The Trustee shall administer all rights assigned to it by the Authority under this Assignment Agreement in accordance with the provisions of the Trust Agreement, for the benefit of the Certificate Owners. Such assignment is absolute and irrevocable, and without recourse to the Authority.

SECTION 3. *Acceptance.* The Trustee hereby accepts the assignments made herein for the purpose of securing the payments due under the Lease and Trust Agreement to, and the rights under the Lease and Trust Agreement of, the Owners of the Certificates which are executed, delivered and Outstanding under and under the Trust Agreement, all subject to the provisions of the Trust Agreement. The recitals contained herein are those of the Authority and not of the Trustee, and the Trustee assumes no responsibility for the correctness thereof.

SECTION 4. *Conditions.* This Assignment Agreement confers no rights and imposes no duties upon the Trustee beyond those expressly provided in the Trust Agreement.

SECTION 5. *Execution in Counterparts.* This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same agreement. It is also agreed that separate counterparts of this Assignment may be separately executed by the Trustee and the Authority, both with the same force and effect as though the same counterpart had been executed by the Trustee and the Authority.

SECTION 6. *Binding Effect.* This Assignment Agreement inures to the benefit of and binds the Authority and the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 7. *Governing Law.* This Assignment Agreement is governed by the Constitution and laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their authorized officers as of the day and year first written above.

**HAYWARD PUBLIC FINANCING
AUTHORITY**

By _____
Treasurer

Attest:

Secretary

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

By _____
Authorized Officer

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The property constituting the Leased Property consists of the land located in the City of Hayward, County of Alameda, State of California, which is described as follows, including all buildings, improvements and facilities at any time situated thereon.