

TO BE RECORDED AND WHEN RECORDED  
RETURN TO:

Jones Hall,  
A Professional Law Corporation  
475 Sansome Street, 17th Floor  
San Francisco, California 94111  
Attention: Christopher K. Lynch, Esq.

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

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## **ASSIGNMENT AGREEMENT**

Dated as of \_\_\_\_\_ 1, 2016

by and between the

**HAYWARD PUBLIC FINANCING AUTHORITY**

and

**COBIZ PUBLIC FINANCE, INC.**

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## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, is made and entered into as of \_\_\_\_\_ 1, 2016, by and 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 COBIZ PUBLIC FINANCE, INC., a \_\_\_\_\_, as assignee (the "Bank").

### WITNESSETH:

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto recite and agree as follows:

#### Section 1. Recitals.

(a) The Authority and the City of Hayward (the "City"), have entered into a lease agreement, dated as of \_\_\_\_\_ 1, 2016, a memorandum of which is being recorded concurrently herewith (the "Lease Agreement"), whereby the Authority has agreed to lease to the City, and the City has agreed to lease from the Authority, the land and improvements more particularly described in Exhibit 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 Agreement, which terms include, without limitation, the obligation of the City to pay lease payments (the "Lease Payments") to the Authority in consideration of the City's use and enjoyment of the Leased Property.

(b) The Bank has agreed to acquire certain rights and interests of the Authority under the Lease and the purchase price therefor will be made to the City on the date to be agreed upon by the City, the Authority and the Bank.

(c) Each of the parties has the power and authority to enter into this Assignment Agreement and has taken all actions necessary to authorize its officers to execute it.

Section 2. Assignment. The Authority, for good and valuable consideration, hereby transfers, assigns and sets over to the Bank, effective on the Closing Date, all of the Authority's rights and interests under the Site Lease and Lease Agreement (excepting only the Authority's rights under Sections 5.8 and 7.3 of the Lease Agreement), including without limitation (i) the right to receive and collect all of the Lease Payments from the City, (ii) the right to receive and collect any proceeds of any insurance maintained thereunder and of any condemnation award rendered with respect to the Leased Property, and (iii) the right to exercise such rights and remedies conferred on the Authority pursuant to the Site Lease and Lease Agreement as may be necessary or convenient (A) to enforce payment of the Lease Payments, or (B) otherwise to protect the interests of the Bank in the event of a default by City under the Site Lease and Lease Agreement.

Section 3. Representation and Agreements of the Authority. The Authority hereby represents, warrants, acknowledges and agrees to and for the benefit of the Bank as follows:

(a) The Authority has made no prior sale or assignment of any of its right, title or interest in the Site Lease (as defined in the Lease Agreement) and the Lease Agreement and

has not mortgaged or granted a security interest or otherwise encumbered its right, title and interest therein.

(b) The Site Lease and the Lease Agreement are genuine and in all respects are what they report to be and are in full force and effect, and neither the City nor the Authority is in default thereunder;

(c) The Bank is not liable for and does not assume responsibility for the performance of any of the covenants, agreements, duties or obligations specified in the Lease Agreement to be kept, paid, or performed by the Authority;

(d) The Bank has paid or agreed to pay \$\_\_\_\_\_ for the assignment of certain rights and interests of the Authority in the Lease Agreement.

*Section 4. Transfer.* The Bank may, at any time, sell, transfer or assign its rights and interests in the Lease Agreement or portion thereof as it may determine to be in its best interests but agrees that any such sale, transfer or assignment by the Bank shall be to a person: (a) that is an affiliate of the Bank that is an accredited investor or qualified institutional buyer; (b) that is a trust or other custodial arrangement established by the Bank or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or accredited investors; or (c) that the Bank reasonably believes is qualified to purchase the Bank's rights and interests in the Lease Agreement. In all cases, the transferee must execute and deliver to the Authority and the City a letter substantially in the form of the Investor Letter from the Bank dated as of \_\_\_\_ 1, 2016. In the event that the Bank disposes of any part of its interests in the Lease Agreement in the future, the Bank understands that it has the responsibility for complying with any applicable federal and state securities laws and all rules and regulations promulgated pursuant thereto.

*Section 5. Acceptance.* The Bank hereby accepts the assignments made herein for the purpose of securing, equally and fractionally, the payments due pursuant to the Lease Agreement to, and the rights under the Lease Agreement.

*Section 6. Execution in Counterparts.* This Assignment 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.

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

**HAYWARD PUBLIC FINANCING  
AUTHORITY**

By \_\_\_\_\_  
Treasurer

**COBIZ PUBLIC FINANCE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF THE LEASED PROPERTY**

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