

TO BE RECORDED AND WHEN RECORDED

RETURN TO:

Jones Hall, A Professional Law Corporation

475 Sansome Street, Suite 1700

San Francisco, California 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 UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

---

---

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement"), made and entered into as of \_\_\_\_ 1, 2023, is between the HAYWARD PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority (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").

### SECTION 1. *Recitals.*

1. The City of Hayward (the "City") previously entered into a Lease Agreement dated as of August 1, 2014 (the "2014 Lease"), with the Public Property Financing Corporation of California (the "Corporation"), for the purpose of financing a new Fire Station No. 7 and a Firehouse Health Clinic to be located at the same site as Fire Station No. 7 (the "2014 Project"), under which the City agreed to pay semiannual lease payments (the "2014 Lease Payments") to the Corporation for use and occupancy of a Police Station, located at 300 West Winton Avenue in the City (the "2014 Leased Property").

2. The Corporation assigned its right to receive the 2014 Lease Payments to Umpqua Bank ("Umpqua Bank") pursuant to an Assignment Agreement, dated as of August 1, 2014 (the "2014 Assignment Agreement").

3. Section 10.2 of the 2014 Lease provides that the City may prepay the 2014 Lease Payments on any date on and after August 1, 2019, subject to providing 45 days' prior written notice to the Corporation and Umpqua Bank, in an amount equal to the principal amount of the 2014 Lease Payments to be prepaid, plus accrued interest to the prepayment date, without a prepayment premium after August 1, 2022.

4. Section 10.1 of the 2014 Lease authorizes the City to establish a security deposit for prepayment of the 2014 Lease Payments, after which all obligations of the City under the 2014 Lease shall cease and terminate, except for the obligation to pay the 2014 Lease Payments from the security deposit.

5. The Authority and the City previously entered into a Lease Agreement, dated as of August 1, 2015 (the "2015 Lease"), for the purpose of financing acquisition and construction of a number of capital improvements, including, but not limited to, (i) a new library and community learning center, (ii) improvements to existing fire stations and (iii) complete street rehabilitation and slurry seal repairs (collectively, the "2015 Project"), under which the City agreed to pay semiannual lease payments (the "2015 Lease Payments") to the Authority for use and occupancy of certain of the City's fire stations and a library and community learning center (the "2015 Leased Property").

6. The Authority assigned its rights to receive the 2015 Lease Payments to The Bank of New York Mellon Trust Company, N.A. (the "2015 Trustee"), pursuant to an Assignment Agreement, dated as of October 1, 2015 (the "2015 Assignment Agreement").

7. Pursuant to a Trust Agreement, dated as of October 1, 2015 (the "2015 Trust Agreement"), the 2015 Trustee caused to be executed and delivered the \$67,535,000 City of Hayward 2015 Certificates of Participation (Capital Projects) (the "2015 Certificates"), which evidence direct, undivided fractional ownership interests in the 2015 Lease Payments.

8. Section 9.2 of the 2015 Lease provides that the City may prepay the 2015 Lease Payments on November 1 2023, in an amount equal to the principal component of the 2015 Lease Payments to be prepaid, plus accrued interest to the prepayment date, without a prepayment premium.

9. Section 9.1 of the 2015 Lease authorizes the City to establish a security deposit for prepayment of the 2015 Lease Payments in amount sufficient to prepay the 2015 Lease Payments, after which all obligations of the City under the 2015 Lease shall cease and terminate, except for the obligation to pay the 2015 Lease Payments from the security deposit.

10. Under Section 3.01 of the 2015 Trust Agreement, the 2015 Certificates are subject to prepayment on November 1, 2023, and any date thereafter, without premium.

11. In order to take advantage of favorable interest rates prevailing in the municipal bond market, the City wishes at this time to provide for the refinancing of the 2014 Lease Payments, the 2015 Lease Payments and the 2015 Certificates.

12. The Board of Directors of the Authority has determined that the public convenience and necessity require assisting the City with refinancing the 2014 Lease Payments, the 2015 Lease Payments and the 2015 Certificates.

13. In order to provide funds to refinance the 2014 Lease Payments, the 2015 Lease Payments and the 2015 Certificates, (a) the City and the Authority will enter into a Site and Facilities Lease, dated as of \_\_\_\_ 1, 2023 (the "Site and Facilities Lease"), pursuant to which the City will lease certain real property more particularly described on Appendix A and the improvements thereon (the "Leased Property") to the Authority, (b) the Authority and the City will enter into a Lease Agreement, dated as of \_\_\_\_ 1, 2023 (the "Lease"), pursuant to which the Authority will lease the Leased Property to the City in consideration for certain semi-annual lease payments to be made by the City and (c) the City will cause execution and delivery of the 2023 Refunding Certificates of Participation (Lease Refinancing) (the "Certificates").

14. The Authority has agreed to assign its right to receive such lease payments to the Trustee under this Assignment Agreement, and in consideration of such assignment the Trustee

will execute and deliver the Certificates, each evidencing a direct, undivided fractional interest in such lease payments, in accordance with a Trust Agreement (the "Trust Agreement"), by and among the City, the Authority and the Trustee.

15. The Site and Facilities Lease and this Assignment Agreement are being recorded concurrently with a memorandum of the Lease.

16. The City is authorized to enter into a lease-leaseback arrangement with the Authority under Section 37350 of the California Government Code.

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 under the Site and Facilities Lease and the Lease (excepting only the Authority's rights under Sections 4.4, 5.10, 7.3 and 8.4 of the Lease), including without limitation (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. All rights assigned by the Authority shall be administered by the Trustee in accordance with the provisions of the Trust Agreement and for the benefit of the Owners of Certificates. Such assignment shall be absolute and irrevocable, and shall be 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 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 shall confer no rights or impose 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 Agreement 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. *Defined Terms.* All capitalized terms used in this Assignment Agreement and not otherwise defined have the respective meanings given those terms in the Trust Agreement.

SECTION 7. *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 8. *Governing Law.* This Assignment Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of California.

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

**HAYWARD PUBLIC FINANCING AUTHORITY, as  
Lessor**

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

ATTEST:

By: \_\_\_\_\_  
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 El Cerrito, Alameda County, State of California, which is described as follows, including all buildings, improvements and facilities at any time situated thereon: