

AFTER RECORDATION PLEASE RETURN TO:

Norton Rose Fulbright US LLP  
555 South Flower Street, Suite 4100  
Los Angeles, California 90071  
Attention: Russell C. Trice, Esq.

---

AMENDED AND RESTATED ASSIGNMENT AGREEMENT

Dated as of \_\_\_\_\_ 1, 2017

by and between

CITY OF SAN PABLO JOINT POWERS FINANCING AUTHORITY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee

Relating to the

\$\_\_\_\_\_

City of San Pablo Joint Powers Financing Authority  
Lease Revenue Bonds  
Series 2017

---

THIS IS A FINANCING DOCUMENT.  
NO DOCUMENTARY TRANSFER TAX IS DUE PURSUANT TO REVENUE AND  
TAXATION CODE SECTION 11922 AND THIS DOCUMENT IS EXEMPT FROM  
RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27383.

## TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINITIONS.....	2
SECTION 2. ASSIGNMENT.....	2
SECTION 3. ACCEPTANCE OF ASSIGNMENT .....	2
SECTION 4. NO ADDITIONAL RIGHTS OR DUTIES.....	2
SECTION 5. FURTHER ASSURANCES .....	2
SECTION 6. COUNTERPARTS .....	2
SECTION 7. LAW GOVERNING.....	2
SECTION 8. NOTICES.....	3
SECTION 9. BINDING EFFECT; SUCCESSORS .....	3
EXHIBIT A — DESCRIPTION OF THE LEASED PROPERTY	

## **AMENDED AND RESTATED ASSIGNMENT AGREEMENT**

THIS AMENDED AND RESTATED ASSIGNMENT AGREEMENT, dated as of \_\_\_\_\_ 1, 2017 (this "Assignment Agreement"), amends and restates the Assignment Agreement, dated as of March 1, 2015, each by and between the CITY OF SAN PABLO JOINT POWERS FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America and authorized to accept assignments of the nature herein set forth, as trustee (the "Trustee");

### **WITNESSETH:**

WHEREAS, the Authority has entered into a Site and Facility Lease, dated as of March 1, 2015, as amended by the First Amendment to Site and Facility Lease, dated as of \_\_\_\_\_ 1, 2017 (together, the "Site Lease"), with the City of San Pablo (the "City"), whereby the Authority has agreed to lease certain real property located within the City, as described in Exhibit A attached hereto (the "Leased Property"), from the City; and

WHEREAS, the Authority has entered into a Lease Agreement, dated as of March 1, 2015 (the "Original Lease"), as amended by a First Amendment to Lease Agreement, dated as of \_\_\_\_\_ 1, 2017 (and, together with the Original Lease, the "Lease"), with the City, whereby the Authority has agreed to lease the Leased Property to the City; and

WHEREAS, under and pursuant to the Lease, the City is obligated to make base rental payments, including the Series 2015A Base Rental Payments, Series 2015B Base Rental Payments, and the Series 2017 Base Rental Payments, each as defined therein, to the Authority for the lease of the Leased Property; and

WHEREAS, the Series 2015A Base Rental Payments have been pledged by the Authority as security for the payment of principal of and interest on its Lease Revenue Bonds, Series 2015A (Tax-Exempt) (the "Series 2015A Bonds"), the Series 2015B Base Rental Payments have been pledged by the Authority as security for the payment of principal of and interest on its Lease Revenue Bonds, Series 2015B (Taxable), and the Series 2017 Base Rental Payments have been pledged by the Authority as security for the payment of principal of and interest on its Lease Revenue Bonds, Series 2017 (the "Series 2017 Bonds" and, together with the Series 2015A Bonds and the Series 2015B Bonds, "Bonds"), authorized and issued pursuant to an Indenture, dated as of March 1, 2015 (the "Original Indenture"), as supplemented by the First Supplemental Indenture, dated as of \_\_\_\_\_ 1, 2017 (together with the Original Indenture, the "Indenture"), by and between the Authority and the Trustee; and

WHEREAS, the Authority desires to assign to the Trustee without recourse certain of its rights under the Lease and the Site Lease, including all of its rights to receive the Series 2015A Base Rental Payments, the Series 2015B Base Rental Payments and the Series 2017 Base Rental Payments, scheduled to be paid by the City under and pursuant to the Lease;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Definitions.** All capitalized terms used herein without definition shall have the meanings given to such terms in the Indenture or the Lease, as appropriate.

**Section 2. Assignment.** The Authority does hereby assign and transfer to the Trustee all of the Authority's rights, title and interest in and to (but none of its obligations under) the Lease and the Site Lease (excepting only (i) the Authority's rights to give approvals and consents thereunder, including, without limitation, to amendments, and the Authority's rights to the payment of Additional Rental Payments pursuant to Section 3(b) of the Original Lease and to indemnification pursuant to Section 14 of the Original Lease, and (ii) the Authority's rights to receive lease payments other than the Series 2015A Base Rental Payments, the Series 2015B Base Rental Payments, and the Series 2017 Base Rental Payments), including the Authority's rights to receive the Series 2015A Base Rental Payments, the Series 2015B Base Rental Payments, and Series 2017 Base Rental Payments, as well as its rights to enforce payment of such Series 2015A Base Rental Payments, Series 2015B Base Rental Payments, and Series 2017 Base Rental Payments when due or otherwise to protect its interests in the event of a default by the City under the Lease, in accordance with the terms thereof, in trust nonetheless and provided that should the Authority well and truly perform all of its obligations under the Indenture, this Assignment Agreement shall terminate and all interest in the Lease and the Site Lease shall revert to the Authority. The Series 2015A Base Rental Payments, the Series 2015B Base Rental Payments, and the Series 2017 Base Rental Payments and any other base rental payments made under the Lease in connection with Additional Bonds shall be applied, and the rights of the Authority assigned hereunder shall be exercised by the Trustee, as provided in the Indenture.

**Section 3. Acceptance of Assignment.** The Trustee hereby accepts the assignment and transfer of such of the Authority's rights, title and interest in and to the Lease and the Site Lease as are assigned and transferred pursuant to the terms of this Assignment Agreement.

**Section 4. No Additional Rights or Duties.** Excepting only the assignment and transfer of rights to the Trustee pursuant to Section 2 hereof, this Assignment Agreement shall not confer any rights nor impose any duties, obligations or responsibilities upon the Trustee beyond those expressly provided in the Lease, the Site Lease and the Indenture. The Trustee does not warrant the accuracy of any of the recitals hereto. This Assignment Agreement shall not impose any duties, obligations or responsibilities upon the Authority or the City beyond those expressly provided in the Lease, the Site Lease and the Indenture or as otherwise set forth herein.

**Section 5. Further Assurances.** The Trustee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Assignment Agreement, and for the better assuring and confirming to the Trustee the rights and obligations intended to be conveyed pursuant hereto.

**Section 6. 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 agreement.

**Section 7. Law Governing.** This Assignment Agreement is made in the State of California under the Constitution and laws of the State of California and is to be so construed.

**Section 8. Notices.** All notices under this Assignment Agreement shall be in accordance with Section 9.13 of the Original Indenture.

**Section 9. Binding Effect; Successors.** This Assignment Agreement shall be binding upon and shall inure to the benefit of the Insurer, the parties hereto and their respective successors and assigns. Whenever in this Assignment Agreement any party is named or referred to, such reference shall be deemed to include such party's successors and assigns and all covenants and agreements contained in this Assignment Agreement by or on behalf of any party hereto shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment Agreement as of the date first above written.

CITY OF SAN PABLO JOINT POWERS  
FINANCING AUTHORITY

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

ATTEST:

\_\_\_\_\_  
Secretary

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee

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

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert name of the officer), Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_ [Seal]

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF MINNESOTA )  
 ) ss:  
COUNTY OF HENNEPIN )

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert name of the officer), Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_ [Seal]

**EXHIBIT A**  
**DESCRIPTION OF THE LEASED PROPERTY**

(See attached.)