

Recording requested by  
and return to:  
COUNTY OF SOLANO  
c/o Orrick, Herrington & Sutcliffe LLP  
The Orrick Building  
405 Howard Street  
San Francisco, California 94105  
Attention: John Y. Wang, Esq.

**Free Recording Requested  
Pursuant to California  
Government Code § 6103**

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**ASSIGNMENT AGREEMENT**

**by and between**

**SOLANO COUNTY FACILITIES CORPORATION, INC.**

**and**

**UNION BANK, N.A.**

**Dated as of [September 1, 2017]**

**RELATING TO THE LEASE AGREEMENT  
(Series 2017 Refunding Certificates of Participation)**

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**ASSIGNMENT AGREEMENT  
RELATING TO THE LEASE AGREEMENT**

**This ASSIGNMENT AGREEMENT**, made and entered into as of [September 1, 2017], by and between the SOLANO COUNTY FACILITIES CORPORATION, INC., a nonprofit corporation duly organized and existing under the laws of the State of California (the “Corporation”), and UNION BANK, N.A., a national banking association organized and existing under and by virtue of the laws of the United States of America (the “Trustee”);

**WITNESSETH:**

**WHEREAS**, the Corporation and the County of Solano, California (the “County”), have entered into a lease, entitled “Site Lease (Series 2017 Refunding Certificates of Participation)” and dated as of [September 1, 2017] (the “Site Lease”), and have entered into a lease, entitled “Lease Agreement (Series 2017 Refunding Certificates of Participation)” and dated as of [September 1, 2017] (the “Lease”), with respect to certain real property situated in Solano County, California, and as more particularly described in said Site Lease and in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, under the Lease, the County is and will be obligated to make certain rental payments to the Corporation for the lease of the Leased Property (as that term is defined in the Lease); and

**WHEREAS**, the Corporation desires to assign without recourse all of its rights, title, and interest under and pursuant to the Site Lease and Lease to the Trustee; and

**WHEREAS**, in consideration of such assignment and the execution and entering into of a trust agreement by and among the Trustee, the Corporation and the County, entitled “Trust Agreement” and dated as of [September 1, 2017], as supplemented from time to time (the “Trust Agreement”), the Trustee has agreed to execute and deliver the Series 2017 Refunding Certificates of Participation (the “Certificates”) in an aggregate principal amount equal to the aggregate principal components of said rental payments as are designated base rental payments in the Lease, each evidencing and representing a fractional undivided interest in such base rental payments; and

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties thereto are now duly authorized to execute and enter into this Assignment Agreement.

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:**

**SECTION 1. Assignment.**

The Corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby unconditionally grant, transfer and assign to the Trustee for the benefit of the owners of the Certificates without recourse all of the Corporation’s right, title and interest under the Site Lease and Lease, including without limitation the following; (i) all its

rights to receive the rental payments scheduled to be paid by the County under and pursuant to the Lease for the benefit of the owners of the Certificates, (ii) all rents, profits, products and proceeds from the Leased Property (as such term is defined in the Lease) to which the Corporation has any right or claim whatsoever under the Lease, (iii) the right to take all actions and give all consents under the Site Lease and Lease, and (iv) any right of access provided in the Site Lease and Lease.

**SECTION 2. Acceptance.**

The Trustee hereby accepts the foregoing assignment for the benefit of the owners of the Certificates, subject to the terms and provisions of the Trust Agreement, and all such rental payments shall be applied and all such rights so assigned shall be exercised by the Trustee as provided in the Trust Agreement. The Trustee hereby accepts the obligation imposed upon it in the Site Lease and Lease.

**SECTION 3. Conditions.**

This Assignment Agreement shall confer no rights and shall impose no obligations upon the Trustee beyond those expressly provided in the Trust Agreement, the Site Lease, and the Lease.

**SECTION 4. California Law.**

The Assignment Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

**SECTION 5. Severability.**

If any agreement, condition, covenant or term hereof or any application hereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, all agreements, conditions, covenants and terms hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**SECTION 6. Execution in Counterparts.**

The 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 Assignment Agreement.

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

**SOLANO COUNTY  
FACILITIES CORPORATION, INC.**

By: \_\_\_\_\_  
John M. Vasquez, President

**UNION BANK, N.A., as Trustee**

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

DRAFT

**EXHIBIT A**

All that certain real property situated in the County of Solano, State of California,  
described as follows:

<u>Land</u>	<u>Improvements</u>
APN 0030-251-020	County Administration Center and Parking Structure

[Attach property description]

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[illegible]

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

Signature\_\_\_\_\_ [SEAL]

[illegible]

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

Signature\_\_\_\_\_ [SEAL]