

RECORDING REQUESTED BY:
Stewart Title Guaranty Company

AND WHEN RECORDED
RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Scott R. Ferguson, 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 PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

Relating to

\$ _____
County of Sonoma
2024 Certificates of Participation
(Energy Resiliency Projects)

THIS ASSIGNMENT AGREEMENT, made and entered into as of August 1, 2024, is by and between the County of Sonoma Public Financing Corporation, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), 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");

RECITALS

WHEREAS, the County of Sonoma, a political subdivision of the State of California (the "County"), has determined that it is in the best interests of the County at this time to finance certain energy conservation measures and upgrades at multiple County facilities, including LED lighting and controls facilities, water conservation facilities, water heating facilities, solar photovoltaic energy generation facilities, and battery energy storage facilities (collectively, the "Project"); and

WHEREAS, in order to provide funds for such purpose, pursuant to a Site Lease dated as of August 1, 2024, between the Corporation and the County (the "Site Lease"), and recorded concurrently herewith, the County proposes to lease to the Corporation, and the Corporation proposes to lease from the County, the land, including the improvements situated thereon, described on Exhibit A hereto and incorporated herein by reference (the "Leased Property"), in consideration of the payment by the Corporation of an upfront rental payment (as described in

this Site Lease, the "Site Lease Payment") that is sufficient to provide funds for the financing of the Project:

(i) the Fleet Services Operations building located at 709 Russell Avenue in Santa Rosa,

(ii) the Valley of the Moon Children's Home located at 100 Children's Circle and 112 Children's Circle in Santa Rosa, and

(iii) the Family Justice Center located at 2755 Mendocino Avenue in Santa Rosa; and

WHEREAS, the Corporation proposes to sublease the Leased Property back to the County pursuant to as Lease Agreement dated as of August 1, 2024 (the "Lease Agreement"), in return for semi-annual lease payments (the "Lease Payments") to be made by the County, and to assign its rights to receive such lease payments to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under the Trust Agreement (as defined below), and

WHEREAS, under that certain Trust Agreement dated as of August 1, 2024, by and among the Corporation, the County and the Trustee (the "Trust Agreement"), the Trustee agrees to execute and deliver certificates of participation captioned "County of Sonoma 2024 Certificates of Participation (Energy Resiliency Projects)" in the aggregate original principal amount of \$_____ (the "2024 Certificates") representing the direct, undivided fractional interests of the owners thereof in the Lease Payments; and

WHEREAS, under the Site Lease, the purchase price of the 2024 Certificates will be deposited with the Trustee in full payment of the Site Lease Payment; and

WHEREAS, under the Trust Agreement, the County and the Corporation are authorized to cause the execution and delivery of additional series of certificates of participation (collectively with the 2024 Certificates, the "Certificates") secured by and payable from the Lease Payments on a parity basis; and

WHEREAS, in consideration of the execution and delivery of the 2024 Certificates and the deposit of the purchase price thereof by the Trustee in the Certificate Proceeds Fund (the "Certificate Proceeds Fund") under the Trust Agreement in full payment of the Site Lease Payment, the Corporation is willing to assign and transfer its rights under the Lease to the Trustee for the benefit of the Owners; and

WHEREAS, the Corporation and the Trustee wish to enter into this Assignment Agreement to provide the terms and conditions relating to the assignment of the Lease Payments and other rights as more fully set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

A G R E E M E N T

SECTION 1. Site Lease Payment. The Corporation hereby directs the Trustee to receive and deposit the purchase price of the 2024 Certificates in the Certificate Proceeds Fund under the Trust Agreement in full payment of the Site Lease Payment under the Site Lease.

SECTION 2. Assignment. In consideration of the execution and delivery of the 2024 Certificates by the Trustee and the deposit of the purchase price thereof by the Trustee into the Certificate Proceeds Fund under the Trust Agreement in full payment of the Site Lease Payment, the Corporation hereby transfers, assigns and sets over to the Trustee, for the benefit of the Owners of Certificates executed and delivered under the Trust Agreement, all of the Corporation's rights under the Lease (excepting only the Corporation's rights under Sections 4.7, 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 County, (b) the right to receive and collect any proceeds of any insurance maintained thereunder, 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 Corporation pursuant to 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 County under the Lease. All rights assigned by the Corporation shall be administered by the Trustee in accordance with the provisions of the Trust Agreement and for the benefit of the Owners of Certificates.

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

SECTION 4. Governed by California Law. This Assignment Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. Conditions. This Assignment Agreement shall confer no rights or impose no duties upon the Trustee beyond those expressly provided in the Trust 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 have executed this Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

**COUNTY OF SONOMA PUBLIC
FINANCING CORPORATION**

By _____

Treasurer

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

By: _____
Authorized Representative

NOTARY ACKNOWLEDGEMENTS

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1: FLEET SERVICES OPERATIONS BUILDING

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

APN: _____

PARCEL 2: VALLEY OF THE MOON CHILDREN'S HOME

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

APN: _____

PARCEL 3: FAMILY JUSTICE CENTER

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

APN: _____