

TO BE RECORDED AND WHEN RECORDED
RETURN TO:

Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Courtney L. Jones, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT OF LEASE AGREEMENT

This ASSIGNMENT OF LEASE AGREEMENT (this "Agreement"), dated as of October 17, 2017, is between PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and ZB, N.A., through its division known as California Bank and Trust (the "Assignee").

BACKGROUND:

1. The Central Unified School District (the "District") is proceeding to refinance outstanding 2007 Certificates of Participation delivered on November 28, 2007 in the original principal amount of \$20,350,000 (the "Prior Certificates").

2. In order to provide funds to refinance the Prior Certificates, the District has leased certain real property which is more particularly described in Appendix A attached hereto and by this reference incorporated herein (the "Leased Property") to the Corporation for an up-front rental payment which is sufficient to enable the District to refinance the Prior Certificates, and the Corporation has leased the Leased Property back to the District, all under a Lease and Sublease Agreement dated as of September 28, 2017 (the "Lease") between the Corporation as lessee and sublessor, and the District as lessor and sublessee, which has been recorded concurrently herewith.

3. Under the Lease, the District is obligated to pay semiannual lease payments (the "Lease Payments") in consideration of the lease by it of the Leased Property thereunder.

4. The Corporation wishes to assign its rights under the Lease as sublessor of the Leased Property, including but not limited to its right to receive and enforce the

Lease Payments, to the Assignee for the purpose of providing the funds required for the financing of the Project.

A G R E E M E N T :

In consideration of the material covenants contained in this Agreement, the parties hereto hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Defined Terms.* All capitalized terms not otherwise defined herein have the respective meanings given those terms in the Lease.

SECTION 2. *Assignment.* The Corporation hereby assigns to the Assignee all of the Corporation's rights under the Lease as sublessor of the Leased Property (excepting only the Corporation's rights under Sections 5.11, 7.3 and 8.4 of the Lease), including but not limited to:

- (a) the right to receive and collect all of the Lease Payments from the District 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 Corporation under the Lease as may be necessary or convenient (i) to enforce payment of the Lease Payments and any amounts required to be applied to the prepayment of the Lease Payments, or (ii) otherwise to protect the interests of the Assignee in the event of a default by the District under the Lease.

The assignment made under this Section 2 is absolute and irrevocable, and without recourse to the Corporation.

SECTION 3. *Acceptance.* The Assignee hereby accepts the assignments made herein for the purpose of securing the payments due under the Lease to, and the rights under the Lease of, the Corporation.

SECTION 4. *Consideration; Deposit of Funds.* In consideration of the assignment to the Assignee of the Lease Payments and certain other rights of the Corporation under Section 2, the Assignee hereby agrees to pay or cause to be paid (a) to U.S. Bank National Association, as escrow agent, the amount of \$_____ on the Closing Date for deposit in an irrevocable escrow fund, and (b) to U.S. Bank National Association, as costs of issuance custodian, the amount of \$163,500.00 for payment of costs of issuance.

SECTION 5. *Sophisticated Investor; Restrictions on Transfer.* The Assignee represents that it has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other obligations

similar to the Lease Payments, to be capable of evaluating the merits and risks of an investment in the Lease and the Lease Payments, and the Assignee is able to bear the economic risks of such an investment.

The Assignee represents that (i) it accepts this interest in the Lease and the Lease Payments for its own account and not as a bond house, broker or similar person acting in the capacity of underwriter or wholesaler and will not make a public offering of the interests conveyed hereby, and is not entering into this Assignment for the purpose of transferring or assigning its rights hereunder in a manner that would constitute a public offering, (ii) it is paying the price of par for its interest in the Lease, (iii) it will treat its interest in the Lease as an investment for federal income tax purposes, and (iv) is an “accredited investor” as defined in Section 501(a) (1),(2),(3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended. The Assignee agrees to execute and deliver to the District the Investor Letter attached as Exhibit A to that certain Placement Agent agreement, dated September __, 2017 and by and between the District and Stifel, Nicolaus & Company, Incorporated, as placement agent.

Subsequent transfers hereof are limited to related entities or affiliates of the Assignee or Qualified Institutional Buyers (as defined in Rule 144A of the Securities Act of 1933, as amended) which is itself purchasing for its own account and not with a view to disposition and which acknowledges that it has conducted its own review of the credit for the Lease Payments, and which further promises to require such assurances from any succeeding purchaser.

The Assignee understands and acknowledges (i) that the execution and delivery of the Lease is not subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”), and (ii) that, in connection with the execution and delivery of the Lease and the assignment of Lease Payment to the Assignee, the District has not prepared or caused to be prepared, and is not delivering, a deemed final official statement with respect to the Lease within the meaning of Rule 15c2-12 and has not undertaken to provide to or for the benefit of the Assignee financial or operating data or any other information with respect to the District, the Lease or Lease Payments on an ongoing basis, other than as described in Section 7.8 of the Lease.

The Assignee must give written notice at least 30 days prior to any proposed transfer or assignment of its interests in this Agreement meeting the requirements set forth in this Section to the District and the Corporation pursuant to Section 10.1 of the Lease.

SECTION 6. *Execution in Counterparts.* This Agreement may be executed in any number of counterparts, each of which is an original and all together constitute one and the same agreement. Separate counterparts of this Agreement may be separately

executed by the Assignee and the Corporation, both with the same force and effect as though the same counterpart had been executed by the Assignee and the Corporation.

SECTION 7. *Binding Effect.* This Agreement inures to the benefit of and binds the Corporation and the Assignee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 8. *Governing Law.* This Agreement is governed by the laws of the State of California.

**PUBLIC PROPERTY FINANCING
CORPORATION OF CALIFORNIA**

By _____
William A. Morton
Secretary/Treasurer

ACCEPTANCE OF ASSIGNMENT:

ZB, N.A.,
through its division known as California Bank and Trust,
as Assignee

By _____
Senior Vice President

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the land located in the County of Fresno, State of California, which is described as follows, including all buildings, improvements and facilities at any time situated thereon.

That portion the Southeast one-quarter of Section 26, Township 13 South, Range 18 East, Mount Diablo Base and Meridian, bounded as follows:

Beginning at a point on the South line of said Section, distant 1584.0 feet Easterly from the Southwest corner of the Southeast quarter of said Section; thence Northerly, parallel with the West line of the Southeast quarter of said Section, 602.1 feet; thence Easterly, parallel with the South line of said Section 1084.6 feet, more or less, to an intersection with the East line of said Section; thence Southerly along the East line of said Section 602.01 feet, more or less to the Southeast corner of said Section; thence Westerly along the South line of said Section 1085.9 feet, more or less, to the Point of Beginning.

Together with:

That portion of the Southeast quarter of Section 26, Township 13 South, Range 18 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats, bounded as follows:

Commencing at point on the South line of said Section, distant 1584.0 feet Easterly from the Southwest corner of the Southeast quarter of said Section; thence Northerly, parallel with the West line of said Southeast quarter, 1650 feet; thence Easterly parallel with the South line of said Section, 1082.2 feet, more or less to the East line of said Section; thence South, Along the East line, 1650 feet more or less to the Southeast corner of said Section; thence Westerly along the South line of said Section, 1085.9 feet more or less, to the point of beginning. Excepting Therefrom the South 602.1 feet of the above described Parcel.

(End of Legal Description)