

RECORDING REQUESTED BY:  
Stewart Title Guaranty Company  
Commercial Services San Francisco

TO BE RECORDED MAIL 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.

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## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement"), dated for convenience as of October 1, 2020, is between the SUNNYVALE FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Trustee (the "Trustee").

### BACKGROUND:

1. The Authority is a joint powers authority duly organized and existing under a Joint Exercise of Powers Agreement dated September 29, 1992, by and between the City of Sunnyvale (the "City") and the Redevelopment Agency of the City of Sunnyvale, under Articles 1 through 4 (commencing with section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Act") and is authorized pursuant to Article 4 (commencing with section 6584) of the Act (the "Bond Law") to borrow money to provide financing or refinancing for public capital improvements of public entities such as the City.
2. The City desires to finance public capital improvements for the City consisting generally of Phase 1 of the City's Civic Center Modernization Project, and any other public improvements selected by the City (collectively, the "2020 Project").
3. To that end, under a Site Lease dated as of October 1, 2020 (the "Site Lease"), and recorded concurrently herewith, the City has proposed to lease to the Authority the following real property and improvements located and to be located thereon, as more particularly described in Appendix A attached hereto and by this reference incorporated herein (the "Leased Property"), in consideration of the payment by the

Authority of an upfront rental payment (as described in the Site Lease, the "Site Lease Payment") that is sufficient to provide funds to finance the 2020 Project:

(i) the City Hall located within the City's Civic Center complex at 456 West Olive Avenue, Sunnyvale, California, Assessor's Parcel Number 165-03-007, as currently exists and as the City Hall will be reconstructed as part of the 2020 Project,

(ii) the City's Public Safety Building located within the City's Civic Center complex at 456 West Olive Avenue, Sunnyvale, California, Assessor's Parcel Number 165-02-003, and

(iii) the City's Corporation Yard located at 221 Commercial Street, Sunnyvale, California.

4. The Authority has authorized the issuance of its bonds captioned "Sunnyvale Financing Authority 2020 Lease Revenue Bonds (Civic Center Project)" in the aggregate original principal amount of \$\_\_\_\_\_ (the "Bonds") under an Indenture of Trust dated as of October 1, 2020 (the "Indenture"), between the Authority and the Trustee, for the purpose of providing the funds to enable the Authority to pay the Site Lease Payment to the City in accordance with the Site Lease.

5. In order to provide revenues that are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease the Leased Property back to the City under a Lease Agreement dated as of October 1, 2020 (the "Lease Agreement"), and recorded concurrently herewith, under which the City has agreed to pay semiannual Lease Payments (as defined therein) as the rental for the Leased Property thereunder.

6. The Authority has requested the Trustee to enter into this Assignment Agreement for the purpose of assigning certain of its rights under the Lease Agreement to the Trustee for the benefit of the Bond owners.

#### *A G R E E M E N T :*

In consideration of the material covenants contained in this Assignment 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 Indenture.

SECTION 2. *Assignment.* The Authority hereby assigns to the Trustee, for the benefit of the Owners of all Bonds which are issued and Outstanding under the Indenture, all of the Authority's rights under the Lease Agreement (excepting only the Authority's rights under Sections 4.4, 5.10, 7.3 and 8.4 of the Lease Agreement), including but not limited to:

- (a) the right to receive and collect all of the Lease Payments from the City under the Lease Agreement;

- (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 Agreement as may be necessary or convenient (i) to enforce payment of the Lease Payments and any amounts required to be deposited in the Insurance and Condemnation Fund established under Section 5.06 of the Indenture, or (ii) otherwise to protect the interests of the Bond Owners in the event of a default by the City under the Lease Agreement.

The Trustee shall administer all of the rights assigned to it by the Authority under this Assignment Agreement in accordance with the provisions of the Indenture, for the benefit of the Owners of Bonds. The assignment made under this Section is absolute and irrevocable, and 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 Agreement and Indenture to, and the rights under the Lease Agreement and Indenture of, the Owners of the Bonds, all subject to the provisions of the Indenture. 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 confers no rights and imposes no duties upon the Trustee beyond those expressly provided in the Indenture. The assignment hereunder to the Trustee is solely in its capacity as Trustee under the Indenture.

SECTION 5. *Execution in Counterparts.* This Assignment 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 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. *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 7. *Governing Law.* This Assignment Agreement shall be 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.

**SUNNYVALE FINANCING AUTHORITY**

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

Attest:

\_\_\_\_\_  
Secretary

**U.S. BANK NATIONAL ASSOCIATION,**  
*as Trustee*

By \_\_\_\_\_  
Authorized Signatory

## **APPENDIX A**

### **DESCRIPTION OF THE LEASED PROPERTY**

The Leased Property consists of that certain real property which is situated in the County of Santa Clara, State of California, and is more particularly described as follows:

**CITY HALL**

**PUBLIC SAFETY BUILDING**

**CORPORATION YARD**