

**TO BE RECORDED AND WHEN RECORDED  
RETURN TO:**

Orrick, Herrington & Sutcliffe LLP  
777 South Figueroa Street, Suite 3200  
Los Angeles, California 90017  
Attention: Laura Gao

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER  
TAX PURSUANT TO SECTION 11921 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**

**by and between**

**SAN JACINTO UNIFIED SCHOOL DISTRICT SCHOOL  
FACILITIES CORPORATION**

**and**

**U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE**

**Dated as of \_\_\_\_\_ 1, 2020**

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## **ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** (this “Assignment Agreement”), dated as of \_\_\_\_\_ 1, 2020, is by and between the SAN JACINTO UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the “Corporation”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as Trustee (the “Trustee”).

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to the Ground Lease, dated as of the date hereof (the “Ground Lease”), by and between the San Jacinto Unified School District (the “District”) and the Corporation, the District has leased to the Corporation certain real property owned by the District and the improvements thereon (the “Property”);

**WHEREAS**, the Property is more particularly described in Exhibit A hereto;

**WHEREAS**, pursuant to the Lease Agreement, dated as of the date hereof (the “Lease Agreement”), the Corporation has leased the Property back to the District;

**WHEREAS**, each of the Ground Lease and a memorandum of the Lease Agreement are being recorded with the Riverside County Recorder concurrently with the recordation therewith of this Assignment Agreement;

**WHEREAS**, under the Lease Agreement, the District is obligated to make Base Rental Payments (as defined in the Lease Agreement) to the Corporation for the lease of the Property;

**WHEREAS**, the Corporation desires to sell, assign and transfer, without recourse, certain of its rights in the Ground Lease and the Lease Agreement, including its rights to receive the Base Rental Payments, to the Trustee for the benefit of the owners of the San Jacinto Unified School District Certificates of Participation (2020 Refunding) (the “Certificates”) to be executed and delivered under the Trust Agreement, dated as of the date hereof (the “Trust Agreement”), by and among the Trustee, the Corporation and the District;

**WHEREAS**, in consideration of such assignment and the execution of the Trust Agreement, the Trustee has agreed to execute and deliver the Certificates, each evidencing a direct, fractional undivided interest in the Base Rental Payments to be made by the District under the Lease Agreement; 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 hereto 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 receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**Section 1. Definitions.** Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Trust Agreement.

**Section 2. Assignment.** The Corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to the Trustee, irrevocably and absolutely, without recourse, for the benefit of the owners of the Certificates, all of its right, title and interest in and to the Ground Lease and the Lease Agreement, including its right to receive the Base Rental Payments to be paid by the District under and pursuant to the Lease Agreement; provided, however, that the Corporation shall retain its rights under the Lease Agreement to indemnification and to payment or reimbursement of its reasonable costs and expenses. This assignment is absolute and is presently effective. All such right, title and interest so sold, assigned and transferred by the Corporation to the Trustee shall be administered by the Trustee in accordance with the provisions of the Trust Agreement, the Lease Agreement and the Ground Lease.

**Section 3. Acceptance.** The Trustee hereby accepts the foregoing sale, assignment and transfer, subject to the terms and provisions of the Trust Agreement, and agrees that all of the Base Rental Payments shall be applied and the right, title and interest so sold, assigned and transferred shall be exercised by the Trustee as provided in the Trust Agreement, the Lease Agreement and the Ground Lease.

**Section 4. Conditions.** Excepting only the sale, assignment and transfer to the Trustee of the Corporation's right, title and interest in and to the Ground Lease and the Lease Agreement pursuant to Section 2 hereof, this Assignment Agreement shall impose no obligations whatsoever upon the Trustee beyond those expressly provided in the Trust Agreement, the Lease Agreement and the Ground Lease.

**Section 5. Third-Party Beneficiary.** The Insurer is a third-party beneficiary of this Assignment Agreement.

**Section 6. Amendment.** This Assignment Agreement shall not be amended, supplemented or otherwise modified without the prior written consent of the Insurer (so long as the Insurer is not in default in its payment obligations under the Insurance Policy).

**Section 7. Further Assurances.** The Corporation shall 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, for the benefit of the owners of the Certificates, the right, title and interest intended to be sold, assigned and transferred pursuant hereto.

**Section 8. Interpretation.** (a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or

feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) The captions or headings in this Assignment Agreement are for convenience only and in no way define or limit the scope or intent of any provision of this Assignment Agreement.

(c) The words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Assignment Agreement as a whole and not to any particular Article, Section or subdivision hereof unless otherwise specified.

**Section 9. Governing Law.** This Assignment Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

**Section 10. Execution in Counterparts.** This Assignment Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Remainder of page left intentionally blank.]

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

**SAN JACINTO UNIFIED SCHOOL  
DISTRICT SCHOOL FACILITIES  
CORPORATION**

By: \_\_\_\_\_

**U.S. BANK NATIONAL  
ASSOCIATION, AS TRUSTEE**

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

## **EXHIBIT A**

### **DESCRIPTION OF THE PROPERTY**

All that real property situated in the County of Riverside, State of California, described as follows, together with any improvements thereto:

#### **ESTUDILLO AND NORTH MOUNTAIN SCHOOL SITES:**

##### **PARCEL 1:**

LOTS 6, 7, 9 AND B OF THE KUMLER RANCH TRACT ADDITION, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 51 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; SAID LOT B WAS VACATED BY ORDER OF THE BOARD OF SUPERVISORS OF SAID RIVERSIDE COUNTY, BY RESOLUTION OF SAID BOARD RECORDED JUNE 16, 1920 IN BOOK 530, PAGE 361 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO, ALL THAT PORTION OF LOT 8 OF SAID KUMLER RANCH TRACT ADDITION LYING NORTHERLY OF THE NORTHERLY LINE OF FIRST STREET AND SOUTHERLY OF THE SOUTHERLY LINE OF SEVENTH STREET, AS SHOWN ON SAID MAP.

APNS: 433-180-022-1, 433-180-023-2, 433-180-024-3 and a portion of 433-180-028-7 and 433-180-030-8

##### **PARCEL 2:**

THAT PORTION OF LOT 15 OF H.T. HEWITT'S PLAT OF SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 386 OF MAPS, SAN DIEGO COUNTY RECORDS, AND ALSO THAT PORTION OF LOT 15 1/2 AS SHOWN BY MAP OF RESURVEY OF A PORTION OF SAID PLAT, ON FILE IN BOOK 4, PAGE 13 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, DESCRIBED BY METES AND BOUNDS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF FARM LOT 14 OF SAID H.T. HEWITT'S PLAT OF SAN JACINTO;

THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 14 TO A POINT DISTANT 6.82 CHAINS NORTH FROM THE CENTER LINE OF FIRST STREET, AS SHOWN ON SAID MAP;

THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID LOTS 15 AND 15 1/2, 7.33 CHAINS, MORE OR LESS, TO THE EAST LINE OF SAID LOT 15 1/2;

THENCE SOUTHERLY ON SAID EAST LINE OF SAID LOT 15 1/2 TO THE SOUTHEAST CORNER OF SAID LOT 15 1/2;

THENCE WESTERLY ON THE SOUTH LINE OF SAID LOTS 15 AND 15 1/2, 7.33 CHAINS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LOT 15 OF H.T. HEWITT'S PLAT OF SAN JACINTO AS SHOWN BY MAP ABOVE MENTIONED, BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 14 WITH THE CENTER LINE OF FIRST STREET;

THENCE NORTHERLY ALONG SAID EAST LINE OF LOT 14, A DISTANCE OF 50 FEET;

THENCE EASTERLY PARALLEL WITH SAID CENTER LINE OF FIRST STREET, A DISTANCE OF 30 FEET;

THENCE SOUTHERLY PARALLEL WITH SAID EASTERLY LINE OF LOT 14, A DISTANCE OF 50 FEET TO THE CENTER LINE OF FIRST STREET;

THENCE WESTERLY ALONG SAID CENTER LINE OF FIRST STREET, A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SHAVER STREET.

SAID PROPERTY IS ALSO SHOWN AS PARCELS 1 AND 2 OF RECORD OF SURVEY, ON FILE IN BOOK 58, PAGE 56 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

APNS: 433-180-007-8 and 433-180-008-9

**PARCEL 3:**

THAT PORTION OF LOT 18 OF H.T. HEWITT'S PLAT OF SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 386 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 18;

THENCE EAST ALONG THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 101.74 FEET; THENCE SOUTH 0° 14' 19" EAST, A DISTANCE OF 277.19 FEET;

THENCE SOUTH 67° 54' 58" EAST, A DISTANCE OF 300.95 FEET;

THENCE WEST, A DISTANCE OF 380.14 FEET, MORE OR LESS TO THE WEST BOUNDARY LINE OF SAID LOT 18;

THENCE NORTH 0° 15' WEST ON THE WEST BOUNDARY LINE OF SAID LOT 18, A DISTANCE OF 391.52 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SEVENTH STREET.

APNS: A portion of 433-180-028-7 and 433-180-030-8

**PARCEL 4:**

THAT PORTION OF LOT 18 OF H.T. HEWITT'S PLAT OF SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 386 OF MAPS, RECORDS OF SAN DIEGO, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF FIRST STREET, NOW KNOWN AS SHAVER STREET AND MOUNTAIN AVENUE, AS SHOWN BY H.T. HEWITT'S PLAT OF SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 386 OF MAPS, RECORDS OF SAN DIEGO, CALIFORNIA; SAID INTERSECTION OF SAID CENTER LINES IS MARKED BY AN IRON PIPE 1/2" X 16';

THENCE WEST ON THE CENTER LINE OF SAID FIRST STREET, 121.22 FEET TO A POINT IN THE WEST BOUNDARY LINES (PRODUCED SOUTH TO THE CENTER OF THE STREET) OF LOT 18 IN SAID HEWITT'S PLAT;

THENCE NORTH 0° 15' WEST ON THE WEST BOUNDARY LINE OF SAID LOT 18, A DISTANCE OF 510.28 FEET TO A POINT;

THENCE EAST 380.14 FEET TO A POINT;

THENCE SOUTH 67° 54' 58" EAST A DISTANCE OF 126.92 FEET TO A POINT;

THENCE SOUTH 22° 18' WEST 639.90 FEET TO THE CENTER LINE OF MOUNTAIN AVENUE;

THENCE NORTH 45° 06' WEST ON THE CENTER LINE OF MOUNTAIN AVENUE, 182.55 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SHAVER STREET AND MOUNTAIN AVENUE.

APN: 433-180-033-1

**PARCEL 5:**

THAT PORTION OF LOT 18 OF H.T. HEWITT'S PLAT OF SAN JACINTO, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 386 OF MAPS, RECORDS OF SAN DIEGO, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AS A POINT ON THE CENTER LINE OF MOUNTAIN AVENUE, WHICH BEARS SOUTH 45° 06' EAST

182.55 FEET FROM THE INTERSECTION OF SAID CENTER LINE OF FIRST STREET, AS SHOWN ON SAID MAP; THENCE NORTH 22° 18' EAST 639.90 FEET;

THENCE SOUTH 67° 54' 58" EAST 230.91 FEET;



THENCE SOUTH 22° 18' WEST 735.41 FEET, MORE OR LESS, TO THE CENTER LINE OF MOUNTAIN AVENUE;

THENCE NORTH 45° 06' WEST, ALONG THE CENTER LINE OF MOUNTAIN AVENUE, 250 FEET, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION IN MOUNTAIN AVENUE, AS SHOWN ON SAID MAP.

APN: 433-180-035-3

**PARCEL 6:**

LOT 10 OF THE KUMLER RANCH TRACT ADDITION, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 51 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING FROM SAID LOT 10 THE SOUTHERLY 270 FEET EXCEPTED IN THE DEED FROM THE EASTERN MUNICIPAL WATER DISTRICT RECORDED NOVEMBER 7, 1988 AS INSTRUMENT NO. 325090 OF OFFICIAL RECORDS.

ALSO EXCEPTING FROM SAID LOT 10 THE WESTERLY 159.40 FEET DESCRIBED IN THE DEED TO THE EASTERN MUNICIPAL WATER DISTRICT RECORDED MARCH 27, 1997 AS INSTRUMENT NO. 102213 OF OFFICIAL RECORDS.

APN: 433-180-036-4 (PORTION)

**PARCEL 7:**

THE SOUTHERLY 240.0 FEET OF LOT 10 OF THE KUMLER RANCH TRACT ADDITION, AS SHOWN BY MAP ON FILE IN BOOK 8, PAGE 51 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THE SOUTHERLY LINE OF SAID LOT 10 BEING THE NORTHERLY RIGHT OF WAY LINE OF FIRST STREET (CURRENTLY KNOWN AS SHAVER STREET) AND THE NORTHERLY LINE OF SAID LOT 10 BEING THE SOUTHERLY RIGHT OF WAY LINE OF SEVENTH STREET, AS SAID STREETS APPEAR ON SAID MAP OF THE KUMLER RANCH TRACT ADDITION.

EXCEPT FROM SAID LOT 10 THE WESTERLY 159.40 FEET DESCRIBED IN THE DEED TO THE EASTERN MUNICIPAL WATER DISTRICT RECORDED MARCH 27, 1997 AS INSTRUMENT NO. 102213 OF OFFICIAL RECORDS.

APN: 433-180-036-4 (PORTION)

**PARCEL 8:**

ALL THAT PORTION OF LOT 15 OF H.T. HEWITT'S PLAT OF SAN JACINTO, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN

BOOK 8 PAGE 386 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE  
WESTERLY LINE OF SAID LOT 15, WITH THE CENTER LINE OF FIRST STREET, AS  
SHOWN ON SAID MAP;

THENCE NORTH ALONG SAID WEST LINE 50 FEET;

THENCE EAST AND PARALLEL WITH SAID CENTER LINE OF FIRST STREET, 30  
FEET;

THENCE SOUTH AND PARALLEL WITH SAID WEST LINE OF LOT 15, 50 FEET TO  
THE CENTER LINE OF FIRST STREET;

THENCE WEST ALONG SAID CENTER LINE, 30 FEET TO THE POINT OF BEGINNING;  
EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED IN SAID FIRST  
STREET;

SAID PROPERTY IS ALSO SHOWN AS A PORTION OF LOT 4 ON MAP SHOWING THE  
RESUBDIVISION OF LOTS 15 AND 18 H.T. HEWITT'S PLAT OF SAN JACINTO ON FILE  
IN BOOK 4 PAGE 13 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY,  
CALIFORNIA.

APN: 433-180-025-4

[End of Legal Description]

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 RIVERSIDE                )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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 CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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]

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