

RECORDING REQUESTED BY:)
COUNTY OF HUMBOLDT)
)
AND WHEN RECORDED MAIL TO:)
STRADLING YOCCA CARLSON & RAUTH)
660 Newport Center Drive, Suite 1600)
Newport Beach, CA 92660)
Attn: Robert J. Whalen, Esq.)

[Space Above for Recorder's use.]

ASSIGNMENT AND PURCHASE AGREEMENT

by and between

**HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION,
as assignor**

and

**TREASURER-TAX COLLECTOR
OF THE COUNTY OF HUMBOLDT,
acting on behalf of the Humboldt County Treasury Pool, as assignee**

Relating to:

COUNTY OF HUMBOLDT

**LEASE AGREEMENT
(VARIOUS CAPITAL PROJECTS)**

Dated as of August 1, 2020

NO DOCUMENTARY TRANSFER TAX
DUE. This Assignment Agreement is
recorded for the benefit of the County of
Humboldt and the recording is fee-exempt
under Section 27383 of the California
Government Code.
APN: 001-191-002

ASSIGNMENT AND PURCHASE AGREEMENT

**LEASE AGREEMENT
(VARIOUS CAPITAL PROJECTS)**

THIS ASSIGNMENT AND PURCHASE AGREEMENT, dated as of August 1, 2020 and effective as of the date of recordation hereof (this “Assignment Agreement”), is made by and between **HUMBOLDT COUNTY PUBLIC PROPERTY LEASING CORPORATION**, a California nonprofit public benefit corporation (the “Assignor”), as assignor, and the **TREASURER-TAX COLLECTOR OF THE COUNTY OF HUMBOLDT**, acting on behalf of the Humboldt County Treasury Pool, (the “Assignee”), as assignee.

WITNESSETH:

WHEREAS, the Assignor and the County of Humboldt (the “County”) have entered into a Site Lease, dated the date hereof (the “Site Lease”) and being recorded concurrently herewith, pursuant to which the County agreed, pursuant to the terms thereof, to lease certain real property, together with all buildings and improvements located thereon, located in the County of Humboldt, California, as more particularly described in Exhibit “A” thereto and hereto (the “Leased Premises”) to the Assignor; and

WHEREAS, the County and the Assignor have entered into a Lease Agreement, dated as of the date hereof and being recorded concurrently herewith (the “Lease Agreement”), pursuant to which the Assignor has agreed, among other things, to lease the Leased Premises to the County, in consideration for which the County has agreed to pay Lease Payments and Additional Payments, all as more particularly described in the Lease Agreement; and

WHEREAS, for valuable consideration to be paid by the Assignee, the Assignor desires to sell, assign and transfer all of its right, title and interest in and to the Site Lease and the Lease Agreement (subject to certain exceptions as set forth in Section 2 below) to the Assignee on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1. Definitions. All capitalized terms used herein without definition shall have the meanings given to such terms in the Lease Agreement.

SECTION 2. Sales and Assignment. As consideration for the agreement by the Assignee to disburse to the County from time to time Draws up to an amount of \$40,000,000 (the “Purchase Price”), the Assignor does hereby sell, assign and transfer to the Assignee, all of the Assignor’s rights, title and interest in and to the Site Lease and the Lease Agreement (excepting only the Assignor’s rights to receive Additional Payments under Section 4.6 of the Lease Agreement and its rights to indemnification in accordance with Section 7.4 of the Lease Agreement, referred to herein as the “Reserved Rights”), including the Assignor’s right to receive Lease Payments, as well as its rights to enforce payment of such Lease Payments when due or otherwise to protect its interest in the event of a default or termination by the County under the Lease Agreement, in accordance with the terms thereof.

SECTION 3. Agreement to Purchase and Make Draws and Acceptance of Assignment. The Assignee hereby agrees to purchase, and accepts the assignment of, all of the Assignor’s rights, title and interest in and to the Site Lease and the Lease Agreement, except for the Reserved Rights. The Assignee agrees that in consideration of the assignment by the Corporation hereunder, it will make Draws up to the amount of the Purchase Price as requested by the County from time to time in accordance with the Lease Agreement.

SECTION 4. No Additional Rights or Duties. This Assignment Agreement shall not confer any rights upon the Assignee beyond those expressly provided in the Site Lease and the Lease Agreement, nor impose any duties, obligation or responsibilities upon the Assignee. This Assignment Agreement shall not impose any duties, obligations or responsibilities upon the Assignor or the County beyond those expressly provided in the Site Lease and the Lease Agreement or as otherwise set forth herein.

SECTION 5. No Subsequent Assignment or Sale by the Assignee. The Assignee’s right, title and interest in and to the Site Lease, the Lease Agreement and this Agreement may not be further sold or assigned either in whole or in part subsequent to the sale and assignment made herein.

SECTION 6. Further Assurances. The Assignor will 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 to assure and confirm to the Assignee the rights and benefits intended to be conveyed pursuant hereto.

SECTION 7. Amendments. This Assignment Agreement may be amended by an instrument in writing executed by the Assignor and the Assignee, with the written consent of the County.

SECTION 8. Governing Law; Venue. This Assignment Agreement is made in the State under the Constitution and laws of the State of California (the “State”) and is to be so construed. If any party to this Assignment Agreement initiates any legal or equitable action to enforce the terms of this Assignment Agreement, to declare the rights of the parties under this Assignment Agreement or which relates to this Assignment Agreement in any manner, each such party agrees that the place of making and for performance of this Assignment Agreement shall be the County of Humboldt, State of California, and the proper venue for any such action is the Superior Court of the State of California, in and for the County of Humboldt.

SECTION 9. Third Party Beneficiary. The parties hereto agree that the County is a third party beneficiary of the obligation of the Assignee to disburse Draws to the County as set forth in Section 2 above.

SECTION 9. Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

**HUMBOLDT COUNTY PUBLIC PROPERTY
LEASING CORPORATION**, as assignor

By: _____

President

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURE PAGE CONTINUED]

TREASURER-TAX COLLECTOR OF THE
COUNTY OF HUMBOLDT, acting on behalf of the
Humboldt County Treasury Pool, as assignee

By: _____
John Bartholomew
Treasurer-Tax Collector

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PREMISES

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EUREKA,
COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

APN: 001-191-002

ACKNOWLEDGMENT

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 HUMBOLDT)

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

SIGNATURE OF NOTARY PUBLIC

ACKNOWLEDGMENT

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)
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SIGNATURE OF NOTARY PUBLIC