

ASSIGNMENT AGREEMENT

Dated as of September 14, 2021

by and between the

**CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY,
as Assignor**

and the

**GENERAL MANAGER OF THE
CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT,
as Trust Administrator**

Relating to

**§ _____
CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY
(CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT)
SERIES 2021 WATER REVENUE CERTIFICATES OF PARTICIPATION
(WATER SYSTEM IMPROVEMENT PROJECT)
BANK QUALIFIED**

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, made and entered into as of _____, 2021, by and between the CALIFORNIA MUNICIPAL PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as assignor (the “Authority”), and the GENERAL MANAGER OF THE CHRISTIAN VALLEY PARK COMMUNITY SERVICES DISTRICT, as trust administrator (the “Trust Administrator”) under the hereinafter-defined Trust Agreement;

WITNESSETH:

WHEREAS, the Authority and the Christian Valley Park Community Services District (the “District”), have entered into an installment sale agreement, by and between the Authority and the District, dated as of _____, 2021 (together with any amendments or supplements thereto, the “Installment Sale Agreement”), whereby the Authority has agreed to sell to the District, and the District has agreed to purchase from the Authority, certain improvements to the District’s Water System, as more particularly described in the Installment Sale Agreement (as amended or modified from time to time, the “Project”), in the manner and on the terms set forth in the Installment Sale Agreement; and

WHEREAS, under the Installment Sale Agreement, the Authority is required to deposit or cause to be deposited with the Trust Administrator certain moneys to be credited, held and applied in accordance with a trust agreement by and among the Trust Administrator, the Authority and the District, dated as of _____ 1, 2021, together with any amendments or supplements thereto (the “Trust Agreement”); and

WHEREAS, upon delivery of the Installment Sale Agreement and the deposit of moneys by the Authority with respect thereto, the District is obligated to pay certain installment payments to the Authority or its assignee. For the purpose of obtaining the moneys required to be deposited with the Trust Administrator, the Authority is willing to assign and transfer its right, title and interest under the Installment Sale Agreement to the Trust Administrator for the benefit of the owners of the Series 2021 Water Revenue Certificates (the “Certificates”) to be executed and delivered under the Trust Agreement, and in consideration of such assignment, the Trust Administrator is executing and delivering the Certificates to the Government as the purchaser thereof, the proceeds of which sale are anticipated by the Authority to be sufficient to provide the moneys required to be deposited by the Authority pursuant to the Installment Sale Agreement; and

WHEREAS, each of the parties hereto has authority to enter into this Assignment Agreement and has taken all actions necessary to authorize its officers to enter into it; and

WHEREAS, the capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Assignment. The Authority, for good and valuable consideration, does hereby irrevocably assign and transfer to the Trust Administrator, for the benefit of the Owners of the Certificates, all of its rights and interest in the Installment Sale Agreement (excepting only its rights under Sections 5.08, 6.03 and 7.04 thereof), including, without limitation, its rights to receive and collect Installment Payments from the District under the Installment Sale Agreement, its rights to the pledge of Net Revenues, the right to receive and collect any proceeds of any insurance maintained thereunder, or of any condemnation award rendered with respect to the Project and the right to exercise such rights and remedies as are conferred on the Authority by the Installment Sale Agreement as may be necessary to enforce payment of the Installment Payments when due or otherwise to protect its interests in the event of a default by the District. The Installment Payments shall be applied, and the rights so assigned shall be exercised, by the Trust Administrator as provided in the Trust Agreement for the benefit of the Owners of the Certificates.

Section 2. Acceptance. The Trust Administrator hereby accepts such assignment in trust for the purpose of securing, equally and proportionately, such payments and rights to the Owners of the Certificates delivered pursuant to the Trust Agreement, all subject to the provisions of the Trust Agreement.

Section 3. Conditions. This Assignment Agreement shall confer no rights and impose no duties upon the Trust Administrator beyond those expressly provided in the Trust Agreement.

[Signature Page to Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement by their officers thereunto duly authorized as of the date in the first paragraph above.

CALIFORNIA MUNICIPAL PUBLIC
FINANCING AUTHORITY,
as Assignor

By: _____
Rick Gilmore, Chair

GENERAL MANAGER OF THE
CHRISTIAN VALLEY PARK
COMMUNITY SERVICES DISTRICT,
as Trust Administrator

By: _____
Don S. Elias, General Manager