THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 20-564

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	230 South Waterman Avenue, LLC
Contractor Representative	Lisa Lamb
Telephone Number	
Contract Term	4/30/2020-10/31/2021
Original Contract Amount	$0
Amendment Amount	$0
Total Contract Amount	$0
Cost Center	

Briefly describe the general nature of the contract:

Consent to Assignment, signed by the Chief Executive Officer on May 29, 2020, for the Assignment of Improvement Agreement between the High Desert Partnership in Academic Excellence Foundation, Inc., a California nonprofit public benefit corporation, as assignor, and Wilmington Trust, National Association, as trustee.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Robert F. Messinger, Principal Assistant County Counsel		
Date 6/17/20	Date	Date

ASSIGNMENT OF IMPROVEMENT AGREEMENT

This Assignment of Improvement Agreement ("Assignment") is made as of June 1, 2020 by and between High Desert Partnership in Academic Excellence Foundation, Inc., a California nonprofit public benefit corporation ("Assignor") and Wilmington Trust, National Association, as Trustee (the "Trustee") for the holders of the California Enterprise Development Authority Charter School Revenue Bonds (Norton Science and Language Academy Project), Series 2020 (the "Bonds")

FOR VALUE RECEIVED, Assignor does hereby sell, assign, pledge, transfer and set over to Trustee, and hereby grants to Trustee a security interest in, all of its right and interest as developer in the "Improvement Agreement dated _____", entered into by and between the Assignor, as developer, and the County of San Bernardino (the "County") in connection with the Assignor's development and construction of certain preschool facilities for the County's Head Start program (the "Preschool Improvements") located on real property with an address of 205 Allen Street in San Bernardino, CA (the "Head Start Parcel"), as the Preschool Improvements and the Head Start Parcel are more specifically described in the Improvement Agreement. The Assignor's interest as developer in the Improvement Agreement is assigned as security for certain obligations of Assignor and its affiliates related to the Bonds, a portion of the proceeds of which will be applied to finance the construction of the Preschool Improvements.

For the avoidance of doubt, the assignment of Assignor's interest as developer in the Improvement Agreement granted herein does not include any real or personal property interests in the Head Start Parcel nor the Preschool Improvements as security for the Bonds and nothing herein or in any other financing documents for the Bonds shall in any manner create a security interest in the Head Start Parcel or the Preschool Improvements even though a portion of the Bonds proceeds will be used for the Preschool Improvements. In the event of conflict between the Improvement Agreement, this Assignment and any other financing documents for the Bonds, the Improvement Agreement shall control.

Assignor hereby represents and warrants that no previous assignment of its interest as developer in the Improvement Agreement has been made, and Assignor agrees not to further assign, sell, pledge, transfer, mortgage or otherwise encumber its interest as developer in the Improvement Agreement as long as this Assignment is in effect.

This Assignment shall not cause Trustee to be under any obligation to Assignor or the County for the performance or observance of any of the representations, warranties, terms, obligations or conditions of the Improvement Agreement unless Trustee performs Assignor's obligations under the Improvement Agreement; in which event, Trustee shall provide written notice to County of such performance on behalf of Assignor.

Notwithstanding this Assignment, Assignor shall be and remain obligated to the County to perform all of Assignor's obligations and agreements under the Improvement Agreement.

Assignor does hereby irrevocably constitute and appoint Trustee its true and lawful attorney-in-fact with full and irrevocable power and authority in the place and stead of Assignor

and in the name of Assignor, for the purpose of carrying out the terms of this Assignment, to take any and all actions and to execute any and all instruments which may be necessary to accomplish the purposes of this Assignment. This power-of-attorney is a power coupled with an interest and shall be irrevocable.

This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, or successors in interest of the parties hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of June 1, 2020.

HIGH DESERT PARTNERSHIP IN ACADEMIC EXCELLENCE FOUNDATION, INC., a California nonprofit public benefit corporation

By _____
Lisa Lamb
Chief Executive Officer

[Signature Page to Assignment of Improvement Agreement]

COUNTY ACKNOWLEDGEMENT

The County hereby consents to the terms of the foregoing Assignment of Improvement Agreement (the "Assignment").

The undersigned agrees that, upon reasonable prior written request by Trustee, undersigned shall cooperate, without cost to the County, to permit access to the Head Start Parcel to Trustee or its agent for inspection of the Preschool Improvements and the work in process. The undersigned also agrees that, in the event of a breach by the Assignor of any of the terms and conditions of the Improvement Agreement, the undersigned will give written notice of such breach to Trustee at the address provided below at the same time that such notice is delivered to the Assignor under the Improvement Agreement. Trustee shall have an additional ten (10) business days from the receipt of such notice within which to cure such default, provided if such default is of a nature that it cannot reasonably be cured within ten (10) business days then so long as Trustee commences cure within said ten (10) business days and thereafter diligently prosecutes such cure to completion, Trustee shall have a reasonable period to cure such default, not to exceed 30 days from Trustee's receipt of the written notice of default, provided, however that neither the Assignment nor this consent shall require Trustee to cure said default, but Trustee shall, in its sole discretion, have the option to do so and County shall have the right to proceed with its default remedies in the event such default is not timely remedied.

The undersigned acknowledges that Trustee is relying on this consent and this consent shall also be for the benefit of and bind any assignee or successors of Trustee and the undersigned. All capitalized terms used in this consent shall have the same meaning as in the Assignment. The Improvement Agreement between the Assignor and the undersigned is in full force and effect as of the date hereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, County has caused this Consent to Assignment to be executed as of June 1, 2020.

COUNTY OF SAN BERNARDINO

By: _____
Gary McBride
Chief Executive Officer

Address of Trustee

Wilmington Trust, National Association
650 Town Center Drive, Suite 800
Costa Mesa, California 92626
Attention: Corporate Trust Department

Address of County:

County of San Bernardino
385 N. Arrowhead Avenue
San Bernardino, California 92415-0831
Attention: Chief Executive Officer

[Signature Page to County Consent to Assignment]