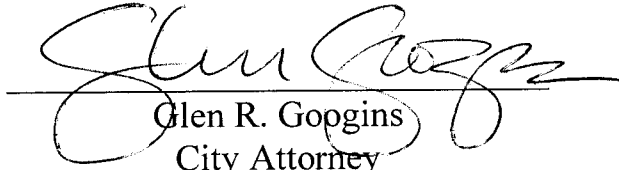


THE ATTACHED AGREEMENT HAS BEEN REVIEWED
AND APPROVED AS TO FORM BY THE CITY
ATTORNEY'S OFFICE AND WILL BE
FORMALLY SIGNED UPON APPROVAL BY
THE CITY COUNCIL


Glen R. Googins
City Attorney

Dated: 6/11/15

SECOND AMENDMENT TO ASSIGNMENT AGREEMENT
BETWEEN
CHULA VISTA PUBLIC FINANCING AUTHORITY AND
U.S. BANK NATIONAL ASSOCIATION

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

[Space above for recorder.]
This document is recorded for the benefit of
the City of Chula Vista, and the recording is
fee-exempt under Section 27383 of the
Government Code.

SECOND AMENDMENT TO ASSIGNMENT AGREEMENT

between

CHULA VISTA PUBLIC FINANCING AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,
as successor trustee to
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
and
BNY WESTERN TRUST COMPANY,
as Trustee

Dated as of July 1, 2015

Relating to the

\$ _____
City of Chula Vista
2006 Certificates of Participation
(Civic Center Project—Phase 2)

and

\$ _____
City of Chula Vista
2015 Refunding Certificates of Participation
(Civic Center Project)

SECOND AMENDMENT TO ASSIGNMENT AGREEMENT

This Second Amendment to Assignment Agreement, dated as of July 1, 2015 (the “Second Amendment to Assignment Agreement”), is made and entered into by and between the Chula Vista Public Financing Authority, a joint powers authority duly organized and existing under the laws of the State of California (the “Authority”), as assignor, and U.S. Bank National Association, a national banking association organized and existing under the laws of the United States, as successor-in-interest to The Bank of New York Mellon Trust Company, N.A. and BNY Western Trust Company, as trustee (the “Trustee”), as assignee, and amends that certain Assignment Agreement between the Authority and the Trustee, dated as of September 1, 2004 and recorded in the official records of the County of San Diego (the “County”) on September 15, 2004 as Document No. 2004-0877213, as amended by that certain First Amendment to Assignment Agreement dated as of March 1, 2006 (collectively, the “Original Assignment Agreement”);

W I T N E S S E T H :

WHEREAS, the Authority and the City of Chula Vista (the “City”) have entered into a certain Site Lease, dated as of September 1, 2004, recorded on September 15, 2004 in the official records of the County as Document No. 2004-0877211, as amended by that certain First Amendment to Site Lease dated as of March 1, 2006, recorded on March 15, 2006 in the official records of the County as Document No. 2006-0177506, and by that certain Second Amendment to Site Lease, as recorded concurrently herewith (collectively, the “Site Lease”), whereby the City has leased to the Authority certain real property, including the improvements thereon, described in Exhibit A to Second Amendment to Site Lease and in Exhibit A hereto (the “Property”); and

WHEREAS, the Authority and the City have entered into a certain Lease/Purchase Agreement, dated as of September 1, 2004, recorded on September 15, 2004 in the official records of the County as Document No. 2004-0877212, as amended by that certain First Amendment to Lease/Purchase Agreement dated as of March 1, 2006, recorded on March 15, 2006 in the official records of the County as Document No. 2006-0177507, and by that certain Second Amendment to Lease/Purchase Agreement, and recorded concurrently herewith (collectively, the “Lease”), whereby the Authority has leased to the City, and the City has leased from the Authority, the Leased Premises (as defined therein); and

WHEREAS, the Authority has assigned absolutely, without recourse, all of its rights to receive the Lease Payments scheduled to be paid by the City under and pursuant to the Lease to the Trustee and certain of its other rights, title and interest under the Lease, pursuant to the Original Assignment Agreement; and

WHEREAS, the Authority has assigned absolutely, without recourse, all of its rights to, under and pursuant to the Site Lease to the Trustee, pursuant to the Original Assignment Agreement; and

WHEREAS, the Authority and the Trustee desire to enter into this Second Amendment to Assignment Agreement in order to facilitate the execution and delivery of those certain \$_____ City of Chula Vista 2015 Refunding Certificates of Participation (Civic Center Project) (the “2015 Certificates”); and

WHEREAS, the 2015 Certificates are being executed and delivered as Additional Certificates under that certain Amended and Restated Trust Agreement, dated as of March 1, 2006, as amended by that First Supplement to Amended and Restated Trust Agreement, dated as of July 1, 2015 (together, the “Trust Agreement”), each by and among the Trustee, the Authority and the City; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, it is hereby mutually agreed as follows:

SECTION 1. Definitions. Unless the context otherwise requires, the capitalized terms used herein shall have the meanings specified in the Lease and the Trust Agreement.

SECTION 2. Execution and Delivery of 2015 Certificates. From and after the date of the execution and delivery of the 2015 Certificates, the 2015 Certificates shall constitute Additional Certificates subject to the provisions of the Assignment Agreement.

SECTION 3. Rights of Successor Trustee. In accordance with Section 9.01(e) of the Trust Agreement, U.S. Bank National Association has been appointed as successor trustee to The Bank of New York Mellon Trust Company, N.A. (the “Prior Trustee”), which was the successor-in-interest to BNY Western Trust Company, and, in accordance with the terms of the Trust Agreement, all right, title and interest of the Prior Trustee in and to the amounts pledged under the Trust Agreement and assigned to the Prior Trustee pursuant to the Original Assignment Agreement have vested in the Trustee, as successor to the Prior Trustee.

SECTION 4. No Other Amendments. Except as expressly set forth in Section 2 above, all other provisions of the Assignment Agreement remain in full force and effect.

SECTION 5. Counterparts. This Second Amendment to Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

CHULA VISTA PUBLIC FINANCING
AUTHORITY

By: _____
Chief Financial Officer

ATTEST:

Secretary

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as successor-in-interest to BNY
WESTERN TRUST COMPANY, as Trustee

By: _____
Authorized Officer

CONSENT

The City of Chula Vista hereby consents to the foregoing.

CITY OF CHULA VISTA, as Lessee

By: _____
City Manager

ATTEST:

City Clerk

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 SAN DIEGO)

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

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 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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THAT REAL PROPERTY IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

CIVIC CENTER

PARCEL A:

ALL THAT PORTION OF THE WESTERLY HALF OF LOT 13, IN QUARTER SECTION 149, CHULA VISTA, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 505, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 13, 1888, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT WHICH IS NORTH 71 DEGREES EAST 467 ½ FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTH 71 DEGREES EAST ALONG THE SOUTHERLY LINE OF SAID LOT 78 ½ FEET; THENCE NORTH 19 DEGREES WEST 290 FEET TO THE NORTHERLY LINE OF SAID LOT 13; THENCE SOUTH 71 DEGREES WEST ALONG SAID NORTHERLY LINE OF SAID LOT, 78 ½ FEET; THENCE SOUTH 19 DEGREES EAST, 290 FEET, TO POINT OF COMMENCEMENT.

(APN: 568-110-17-00)

PARCEL B:

ALL THAT PORTION OF THE WESTERLY HALF OF LOT 13, IN QUARTER SECTION 149, CHULA VISTA, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 505, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 13, 1888, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT WHICH IS NORTH 71 DEGREES 00'00" EAST, 546.00 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT, SAID POINT BEING ALSO THE SOUTHEASTERLY CORNER OF THE LANDS CONVEYED BY ELLA J. WHARTON AND REVERDY J. WHARTON TO ROBERT H. KING, BY DEED DATED MARCH 2, 1914 AND RECORDER IN BOOK 643, PAGE 325 OF DEEDS, RECORDS OF SAN DIEGO COUNTY; THENCE NORTH 71 DEGREES 00'00" EAST ALONG SAID SOUTHERLY LINE OF SAID LOT 74.00 FEET TO THE SOUTHEASTERLY CORNER OF THE WESTERLY HALF OF SAID LOT; THENCE NORTH 19 DEGREES 00'00" WEST ALONG THE EASTERLY LINE OF SAID WESTERLY HALF OF SAID LOT, 290.00 FEET TO THE NORTHERLY LINE THEREOF; THENCE SOUTH 71 DEGREES 00'00" WEST ALONG THE NORTHERLY LINE THEREOF 74.00 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF THE LAND SO CONVEYED TO KING; THENCE SOUTH 19 DEGREES 00'00" EAST ALONG THE EASTERLY LINE OF SAID KING'S LAND, 290.00 FEET

TO THE POINT OF COMMENCEMENT.

(APN: 568-110-16-00)

PARCEL C:

THE EAST HALF OF TEN-ACRE LOT FOURTEEN AND THE EAST HALF OF TEN-ACRE LOT THIRTEEN IN QUARTER SECTION ONE HUNDRED FORTY-NINE OF CHULA VISTA, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING IN RANCHO DE LA NACION, ACCORDING TO MAP THEREOF NO. 505, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY MARCH 13, 1888.

EXCEPTING THOSE PORTIONS LYING WITHIN PARCELS 1 AND 2.

PARCEL 1:

ALL THAT PORTION OF LOT 14 OF THE NORTHEAST QUARTER OF QUARTER SECTION 149 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 505, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 13, 1888, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF FIG AVENUE WITH THE CENTERLINE OF DAVIDSON STREET, ACCORDING TO MAP NO. 2109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, BEING THE NORTHWEST CORNER OF THE EAST-HALF OF SAID LOT 14; THENCE NORTH 71 DEGREES 00'15" EAST, 135.39 FEET; THENCE SOUTH 18 DEGREES 40'22" EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 18 DEGREES 40'22" EAST 100.00 FEET; THENCE NORTH 71 DEGREES 00'15" EAST, 135.00 FEET; THENCE NORTH 18 DEGREES 40'22" WEST, 77.13 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HALF HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 40'37"; THENCE ALONG SAID CURVE A DISTANCE OF 36.00 FEET; THENCE SOUTH 71 DEGREES 00'15" WEST, A DISTANCE OF 112.13 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF LOT 14 OF THE NORTHEAST QUARTER OF QUARTER SECTION 149 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 505, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 13, 1888, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF FIG AVENUE WITH THE CENTERLINE OF DAVIDSON STREET, ACCORDING TO MAP NO. 2109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, BEING THE NORTHWEST CORNER OF THE EAST-HALF OF SAID LOT 14; THENCE

NORTH 71 DEGREES 00'15" EAST, 135.39 FEET; THENCE SOUTH 18 DEGREES 40'22" EAST, 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 18 DEGREES 40'22" EAST 100 FEET; THENCE NORTH 71 DEGREES 00'15" EAST, 135.00 FEET; THENCE SOUTH 18 DEGREES 40'22" EAST, 40 FEET; THENCE SOUTH 71 DEGREES 00'15" WEST TO AN INTERSECTION WITH THE EASTERLY LINE OF THE WESTERLY 60 FEET OF THE EAST HALF OF SAID LOT 14; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO AN INTERSECTION WITH A LINE WHICH BEARS SOUTH 71 DEGREES 00'15" WEST FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE NORTH 71 DEGREES 00'15" EAST TO THE TRUE POINT OF BEGINNING.

(APN: 568-110-33-00)

PARCEL D:

ALL THAT PORTION OF LOT 14 OF THE NORTHEAST QUARTER OF QUARTER SECTION 149 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 505, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 13, 1888, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF FIG AVENUE WITH THE CENTERLINE OF DAVIDSON STREET, ACCORDING TO MAP NO. 2109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, BEING THE NORTHWEST CORNER OF THE EAST-HALF OF SAID LOT 14; THENCE NORTH 71 DEGREES 00'15" EAST, 135.39 FEET; THENCE SOUTH 18 DEGREES 40'22" EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 18 DEGREES 40'22" EAST 100.00 FEET; THENCE NORTH 71 DEGREES 00'15" EAST, 135.00 FEET; THENCE NORTH 18 DEGREES 40'22" WEST, 77.13 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HALF HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 40'37"; THENCE ALONG SAID CURVE A DISTANCE OF 36.00 FEET; THENCE SOUTH 71 DEGREES 00'15" WEST, A DISTANCE OF 112.13 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL E:

ALL THAT PORTION OF LOT 14 OF THE NORTHEAST QUARTER OF QUARTER SECTION 149 OF RANCHO DE LA NACION, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 505, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MARCH 13, 1888, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF FIG AVENUE WITH THE CENTERLINE OF DAVIDSON STREET, ACCORDING TO MAP NO. 2109, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA, BEING THE NORTHWEST CORNER OF THE EAST-HALF OF SAID LOT 14; THENCE NORTH 71 DEGREES 00'15" EAST, 135.39 FEET; THENCE SOUTH 18 DEGREES 40'22" EAST, 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 18

DEGREES 40'22" EAST 100 FEET; THENCE NORTH 71 DEGREES 00'15" EAST, 135 FEET; THENCE SOUTH 18 DEGREES 40'22" EAST, 40 FEET; THENCE SOUTH 71 DEGREES 00'15" WEST TO AN INTERSECTION WITH THE EASTERLY LINE OF THE WESTERLY 60 FEET OF THE EAST HALF OF SAID LOT 14; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO AN INTERSECTION WITH A LINE WHICH BEARS SOUTH 71 DEGREES 00'15" WEST FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID LINE NORTH 71 DEGREES 00'15" EAST TO THE TRUE POINT OF BEGINNING.

(APN: 568-110-32-00)

FIRE STATION NO. 7

PARCEL F:

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 18789, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON SEPTEMBER 7, 2001, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 4 BEING THE WESTERLY TERMINUS OF THAT COURSE ON THE BOUNDARY OF PARCEL 1 OF SAID PARCEL MAP NO. 18789 DEPICTED ON SHEET 3 OF SAID PARCEL MAP NO. 18789 AS NORTH 71 DEGREES 57'24" EAST, 1091.24', SAID POINT BEING THE NORTHERLY TERMINUS OF THE WESTERLY RIGHT OF WAY OF LA MEDIA ROAD AS DEDICATED ON CHULA VISTA TRACT NO. 02-055 OTAY RANCH VILLAGE 6 UNIT 2 "A" MAP NO. 1 ACCORDING TO MAP THEREOF NO. 14447 FILED IN THE SAID OFFICE OF THE COUNTY RECORDER ON SEPTEMBER 18, 2002, SAID POINT ALSO BEING A POINT ON A 4336.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 77 DEGREES 19'04" EAST (RECORD NORTH 77 DEGREES 18'51" EAST PER SAID PARCEL MAP NO. 18789) TO SAID POINT; THENCE ALONG SAID WESTERLY RIGHT OF WAY SOUTHERLY ALONG THE ARC OF SAID 4336.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 39'06", 49.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY SOUTHERLY ALONG THE ARC OF SAID 4336.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 24'43", 258.21 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY NON-TANGENT TO SAID CURVE SOUTH 76 DEGREES 40'26" WEST, 266.27 FEET; THENCE NORTH 12 DEGREES 45'05" WEST, 271.84 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY ("STREET A" WITHIN OTAY RANCH VILLAGE 2; THENCE ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY NORTH 77 DEGREES 14'55" EAST, 259.19 FEET; THENCE CONTINUING ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY SOUTH 70 DEGREES 47'53" EAST, 20.21 FEET TO THE TRUE POINT OF BEGINNING.

(APN: 644-030-22-00)

MONTEVALLE PARK

PARCEL G

PARCEL 3 OF PARCEL MAP NO. 19487, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 14, 2004 AS INSTRUMENT NO. 2004-0442240 OF OFFICIAL RECORDS.

(APN 595-736-06-00)