

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Hawkins Delafield & Wood LLP
333 South Grand Avenue, Suite 3650
Los Angeles, California 90071
Attention: Nnanna F. Ogbu, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Assignment Agreement relating to a Lease-Purchase Agreement
Is Recorded for the Benefit of a Public Agency
and Is Exempt from Documentary Transfer Tax
Pursuant to Government Code Section 27383

ASSIGNMENT AGREEMENT

Relating to a Lease-Purchase Agreement dated March 13, 2007, by and between the County and
the Judicial Council of California, an entity established by the Constitution of the State of
California, acting by and through the Administrative Office of the Courts

by and among the

COUNTY OF FRESNO

FRESNO COUNTY FINANCING AUTHORITY

and the

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

\$55,350,000

**FRESNO COUNTY FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2007
(SHARED USE JUVENILE COURT PROJECT)**

Dated as of [As of Date]

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, dated as of [As of Date], by and between the COUNTY OF FRESNO (the "County"), a political subdivision duly organized and existing under and by virtue of the Constitution and laws of the State of California, the FRESNO COUNTY FINANCING AUTHORITY (the "Authority"), a public entity and agency duly organized and existing pursuant to a joint exercise of powers agreement, dated as of September 27, 1994, by and between the County and the Industrial Development and Finance Authority of the County of Fresno, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as successor by merger to The Bank of New York Trust Company, N.A., as Trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Authority and the County have heretofore executed and entered into a Site Lease, dated as of April 1, 2007 (the "Original Site Lease"), recorded on April 12, 2007, as instrument number 2007-0074268, official records of the County, pursuant to which the County leased to the Authority that certain Leased Property as defined therein and described in Exhibit A thereto; and

WHEREAS, the Authority and the County, have heretofore executed and entered into a Lease, dated as of April 1, 2007 (the "Original Lease"), recorded on April 12, 2007, as instrument number 2007-0074270, official records of the County, pursuant to which the Authority leased to the County that certain Leased Property as defined herein and described in Exhibit A thereto; and

WHEREAS, the Authority issued its \$55,350,000 principal amount Lease Revenue Bonds, Series 2007 (Shared Use Juvenile Court Project) (the "Series 2007 Bonds") pursuant to an Indenture, dated as of April 1, 2007 (the "Indenture"), by and between the Authority and the Trustee, secured by a pledge of and lien on the Base Rental Payments (as defined in the Original Lease) to be made by the County to the Authority pursuant to the Original Lease for the use and occupancy of the Leased Property; and

WHEREAS, the Authority and the Trustee have heretofore executed and entered into an Assignment Agreement, dated as of April 1, 2007 (the "Original Assignment Agreement"), recorded on April 12, 2007, as instrument number 2007-0074270, official records of the County, pursuant to which the Authority assigned without recourse all of its rights to receive the Base Rental Payments, Additional Rental (as defined in the Original Lease) and prepayments from the County under and pursuant to the Lease to the Trustee for the benefit of the owners of the Series 2007 Bonds; and

WHEREAS, concurrently herewith, the County and the Authority shall enter into a First Amendment to Lease and a First Amendment to Site Lease and the Authority and the Trustee shall enter into a First Amendment to Assignment Agreement in order to substitute the Project (as defined in the Original Lease) for the existing Leased Property under the Lease, the

Site Lease and the Assignment Agreement in accordance with the terms of the Lease and the Site Lease; and

WHEREAS, in connection with such substitution of the Project for the existing Leased Property, the County desires to assign all of its rights under the Lease-Purchase Agreement, dated March 13, 2007 by and between the County and the Judicial Council of California, an entity established by the Constitution of the State of California, acting by and through the Administrative Office of the Courts (the "AOC"), to the Authority and the Trustee; 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.

SECTION 1. Definitions. Unless the context otherwise requires, all capitalized terms used in this Assignment Agreement which are not defined herein shall for all purposes of this Assignment Agreement have the meanings specified therefor in the Lease-Purchase Agreement.

SECTION 2. Assignment. The County hereby transfers, assigns and sets over to the Authority and the Trustee without recourse, for the benefit of the registered owners (the "Owners") of the Series 2007 Bonds executed and delivered in accordance with the Indenture, all of the County's rights under the Lease-Purchase Agreement including but not limited to the right to possess, occupy, and use the Premises for the Permitted Use, and the quiet use and enjoyment thereof, subject to the terms and conditions set forth in the Lease Purchase Agreement. All rights assigned by the County shall be administered by the Authority and the Trustee as assignees thereof according to the provisions of the Indenture, Lease, Site Lease and Assignment Agreement and for the equal and proportionate benefits of the Owners of the Series 2007 Bonds.

SECTION 3. Acceptance. The Authority and the Trustee hereby accept the foregoing assignment for the benefit of the Owners, subject to the conditions and terms of the Site Lease, the Lease, the Indenture, the Assignment Agreement and, to extent applicable in this Assignment Agreement, the Subordination, Non-Disturbance and Attornment Agreement, dated as of April 1, 2007, by and among the County, the Authority and the AOC. The Trustee does not warrant the statements contained in the recitals hereto.

SECTION 4. No Other Claims. The County hereby represents and warrants that there are no present and outstanding claims on the Lease-Purchase Agreement assigned by the County to the Authority and the Trustee hereunder.

SECTION 5. Conditions. This Assignment Agreement shall confer no rights and shall impose no obligations upon the Authority and the Trustee beyond those expressly provided in the Indenture.

SECTION 6. Counterparts. This Assignment Agreement may be executed and entered into several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Assignment Agreement.

SECTION 7. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California. 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 Fresno County, 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 Fresno.

SECTION 8. Severability. If any agreement, condition, covenant or term hereof or any application hereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, all agreements, conditions, covenants and terms hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

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

COUNTY OF FRESNO

By _____
County Administrative Officer

FRESNO COUNTY FINANCING AUTHORITY

By _____
Chairperson

THE BANK OF NEW YORK
TRUST COMPANY, N.A., as Trustee

By _____
Authorized Officer