

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”), dated as of May 1, 2025, is between the City of Fort Bragg Joint Powers Financing Authority, a joint powers authority duly organized and existing under the laws of the State of California (the “Authority”), and EverBank, N.A., a national banking association and existing under the laws of the United States of America, as assignee (including its successors and assigns, the “Assignee”).

B A C K G R O U N D :

1. The City of Fort Bragg (the “City”) desires to finance a portion of the costs of the acquisition, design, construction and improvements to the City’s broadband internet access system (the “System”) as identified in Exhibit A to the Installment Purchase Agreement (as defined below) (the “Project”).

2. The Authority has been formed for the purpose of assisting the City in the financing of public capital improvements, and in order to provide funds to finance the Project, the Authority has entered into an Installment Purchase Agreement dated as of May 1, 2025 (as amended and supplemented, the “Installment Purchase Agreement”) with the City under which the Authority agrees to provide financing for the Project and to sell the completed Project to the City in consideration of the agreement by the City to pay the purchase price of the Project in semiannual installments (the “Installment Payments”).

3. For the purpose of obtaining the moneys required to finance the Project in accordance with the terms of the Installment Purchase Agreement, the Authority has agreed to assign and transfer certain of its rights under the Installment Purchase Agreement to the Assignee, including but not limited to its right to receive and enforce the payment of the Installment Payments, under this Agreement.

A G R E E M E N T :

In consideration of the material covenants contained in this Agreement, the parties hereto hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Defined Terms.* All capitalized terms not otherwise defined herein have the respective meanings given those terms in the Installment Purchase Agreement.

SECTION 2. *Assignment.* The Authority hereby assigns to the Assignee all of the Authority’s rights, title and interest under the Installment Purchase Agreement, including but not limited to:

- (a) the right to receive and collect all of the Installment Payments and all of Pledged Revenues from the City under the Installment Purchase Agreement;

- (b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Project, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Project; and
- (c) the right to exercise such rights and remedies conferred on the Authority under the Installment Purchase Agreement as may be necessary or convenient (i) to enforce payment of the Installment Payments, the Pledged Revenues and any amounts required to be credited to the payment or prepayment thereof, or (ii) otherwise to protect the interests of the Authority in the event of a default by the City under the Installment Purchase Agreement.

The assignment made under this Section is absolute and irrevocable, and without recourse to the Authority.

SECTION 3. *Acceptance.* The Assignee hereby accepts the assignments made herein.

SECTION 4. *Representations and Warranties of the Authority.* The Authority hereby represents, warrants and covenants to and with the Assignee as follows:

- (a) The Installment Purchase Agreement is free and clear of all claims, liens, security interests, encumbrances of any kind or character created by, through or under the Authority, except the rights of the City thereunder, and except as contemplated in the Installment Purchase Agreement. The Installment Purchase Agreement is and shall remain free of all claims, liens, security interests and encumbrances arising through any act or omission of the Authority.
- (b) The Authority has complied with and performed all of its obligations under the Installment Purchase Agreement and all related documents and instruments.
- (c) The Installment Purchase Agreement delivered to the Assignee herewith is an original and constitutes the entire writing, obligation and agreement between the Authority and City respecting the Installment Payments and the Pledged Revenues due thereunder.

SECTION 5. *Representations and Warranties of the Assignee.* The Assignee hereby certifies, represents, warrants, acknowledges, and covenants to and with the City and the Authority as follows:

- (a) The Assignee acknowledges that the City will rely on the certifications, representations, warranties, acknowledgements, and covenants contained in this Agreement.

- (b) The Assignee is a national banking association and is authorized to acquire the Installment Purchase Agreement as set forth herein.
- (c) The Assignee is a “qualified institutional buyer” (a “Qualified Institutional Buyer”) within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the “Securities Act”), or an “accredited investor” as described in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an “Institutional Accredited Investor”).
- (d) The Assignee is not acquiring the Installment Purchase Agreement for more than one account, has no present intention to re-assign the Installment Purchase Agreement, other than to a subsidiary or affiliate of the Assignee, and is not acquiring the Installment Purchase Agreement with a view to distributing the Installment Purchase Agreement.
- (e) The Assignee has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations and other obligations similar to the Installment Purchase Agreement, to be capable of evaluating the merits and risks of the Installment Purchase Agreement, and the Assignee is able to bear the economic risks of acquiring the Installment Purchase Agreement.
- (f) The Assignee recognizes that the Installment Purchase Agreement involves significant risks, that there is no established market for the Installment Purchase Agreement and that none is likely to develop and, accordingly, that the Assignee must bear the economic risk of acquiring the Installment Purchase Agreement for an indefinite period of time.
- (g) The Assignee is not relying upon the City or any of its employees or agents for advice as to the merits and risks of acquiring the Installment Purchase Agreement. The Assignee has sought such accounting, legal and tax advice as it has considered necessary to make an informed lending decision.
- (h) The Assignee has conducted its own independent examination of, and has had an opportunity to ask questions and receive answers concerning the City, the Project, the System, the Gross Revenues and the Net Revenues, the Installment Purchase Agreement, and the security therefor, and the transactions and documents related to or contemplated by the foregoing.

- (i) The Assignee has been furnished with all documents and information regarding the City, the Project, the System, the Gross Revenues and the Net Revenues, the Installment Purchase Agreement, and the security therefor, and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto required to make its lending decision.
- (j) The Assignee understands that the offering and sale of the Installment Purchase Agreement by the City were exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d)(1)(i) of said Rule.
- (k) The Assignee understands that the Installment Purchase Agreement carries no rating from any rating service.
- (l) The Assignee understands that the Installment Purchase Agreement is not registered under the Securities Act and is not registered or otherwise qualified for sale under the “blue sky” laws and regulations of any state.
- (m) The officer of the Assignee executing this Agreement on behalf of the Assignee is duly authorized to do so on the Assignee’s behalf.

SECTION 5. *Limitations on Further Assignments.* The Assignee may assign or otherwise transfer all (but not less than all) of its interest in the Installment Purchase Agreement, but only to (i) a subsidiary or affiliate of the Assignee, (ii) an institution that (A) the Assignee reasonably believes is either (x) a Qualified Institutional Buyer, or (y) an Institutional Accredited Investor and is purchasing the Installment Purchase Agreement for its own account, or (ii) the Federal Reserve Bank. Any such transferee must deliver to the City and the Authority an executed Investor Letter containing substantially the representations and warranties set forth in Section 5, and such transfer must otherwise comply in all respects with the provisions of the Installment Purchase Agreement regarding such transfer.

SECTION 6. *Execution in Counterparts.* This Agreement may be executed in any number of counterparts, each of which is an original and all together constitute one and the same agreement. Separate counterparts of this Agreement may be separately executed by the Assignee and the Authority, both with the same force and effect as though the same counterpart had been executed by the Assignee and the Authority.

SECTION 7. *Binding Effect.* This Agreement inures to the benefit of and binds the Authority and the Assignee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 8. *Governing Law.* This Agreement is governed by the Constitution and laws of the State of California.

SECTION 9. *Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity.* To the fullest extent permitted by law, the Authority hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement or any related documents, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the Authority hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in Section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and determine any and all issues in such Judicial Reference whether fact or law.

To the extent the foregoing waiver of a jury trial is unenforceable under applicable California law, the Authority agrees to refer, for a complete and final adjudication, any and all issues of fact or law involved in any litigation or proceeding (including all discovery and law and motion matters, pretrial motions, trial matter and post-trial motions up to and including final judgment), brought to resolve any dispute (whether based on contract, tort or otherwise) between the parties hereto arising out of, in connection with or otherwise related or incidental to this Agreement to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court. Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The Authority and the Assignee shall select a single neutral referee, who shall be a retired state or federal judge with at least five years of judicial experience in civil matters; provided that the event the Authority and the Assignee cannot agree upon a referee, the referee will be appointed by the court.

The Authority hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to this Agreement. To the extent the Authority has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, the Authority hereby waives and agrees not to claim, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to this Agreement.

SECTION 10. *Arm's Length Transaction.* The transaction described in this Agreement is an arm's length, commercial transaction between the Authority and the Assignee in which: (i) the Assignee is acting solely as a principal (i.e., as an assignee) and for its own interest; (ii) the Assignee is not acting as a municipal advisor or financial advisor to the Authority; (iii) the Assignee has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City or the Authority with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether the Assignee or any of its subsidiaries or affiliates has provided other services or is currently providing other services to the Authority on other matters); (iv) the only obligations the Assignee has to the Authority with respect to this transaction are set forth in this Agreement or the Installment Purchase Agreement; and (v) the Assignee is not

recommending that the City or the Authority take an action with respect to the transaction described in this Agreement and the other Financing Documents, and before taking any action with respect to the this transaction, the City or the Authority should discuss the information contained herein with the City's or the Authority's own legal, accounting, tax, financial and other advisors, as the City or the Authority deems appropriate.

[SIGNATURE PAGE FOLLOWS]

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

**CITY OF FORT BRAGG JOINT
POWERS FINANCING AUTHORITY,**
as Assignor

By _____
Executive Director

EVERBANK N.A., *as Assignee*

By _____
Director of Public Finance