
ASSIGNMENT AGREEMENT

between the

HOLMAN CAPITAL CORPORATION

and

MEGA BANK

Dated: _____, 2017

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, dated _____, 2017 (the "Assignment Agreement"), made by the Holman Capital Corporation, a corporation duly organized and validly existing under the laws of the State of Delaware (the "Corporation"), and accepted by Mega Bank (the "Investor"):

WITNESSETH:

WHEREAS, the Corporation and City of Rialto (the "Lessee") have executed and entered into the Equipment Lease-Purchase Agreement (Solar CREBs) and its attached Equipment Schedule both dated _____, 2017 (collectively, and together with all exhibits thereto, the "Lease"), whereby the Corporation has agreed to lease to the Lessee the items of personal property (together with any replacement parts, additions, substitutions, repairs or accessories now or hereafter incorporated in or affixed to it) described therein (collectively, the "Equipment");

WHEREAS, under and pursuant to the Lease, the Lessee is obligated to make Rental Payments, as defined therein, to the Corporation for the lease of the Equipment;

WHEREAS, the Corporation desires to assign without recourse all of its rights to receive the Rental Payments scheduled to be paid by the Lessee under and pursuant to the Lease to the Investor;

WHEREAS, in consideration of such assignment, the Investor shall deliver \$_____ to Mega Bank into an escrow account created under the Escrow Agreement dated _____, 2017 between the Corporation, Lessee and Mega Bank, as escrow agent (the "Escrow Agreement") for the benefit of the Lessee in satisfaction of the Corporation's obligations under the Lease (the "Escrow Fund"), and \$_____ to the Corporation; 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 the Assignment 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 Corporation hereby transfers, assigns and sets over to the Investor all of the Corporation's rights, title and interest in and to, but not its obligations under,

(a) the Lease and all exhibits thereto, including, in particular, but without limitation:

(1) the right to receive and collect all of the Rental Payments and other amounts due from the Lessee under the Lease;

(2) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Equipment, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Equipment, and

(3) the right to take all actions and give all consents under the Lease; and

(4) the right to exercise such rights and remedies conferred on the Corporation pursuant to the Lease as may be necessary or convenient (i) to enforce payment of the Rental

Payments or any other obligations of the Lessee under the Lease, or (ii) otherwise to protect the interests of the Investor (as assignee of the Corporation) in the event of default by the Lessee under the Lease;

(b) the Escrow Agreement, and all amounts credited to the Escrow Fund;

(c) all other contracts and documents related to the Lease, including (without limitation) those listed on the attached Schedule A (all of the foregoing together with the Lease and Escrow Agreement being collectively referred to herein as the "Lease Documents"); and

(d) the Equipment and all other collateral described in the Lease Documents. The Lease, the Escrow Agreement, the Lease Documents, and the Equipment and all of the Corporation's rights therein are hereinafter collectively referred to as the "Assigned Property."

Section 2. Acceptance. The Investor hereby accepts the foregoing assignment. The above assignment is intended to be an absolute and unconditional assignment to the Investor and is not intended as a loan by the Investor to the Corporation. Accordingly, in the event of bankruptcy of the Corporation, the Assigned Property and the Escrow Fund shall not be part of the Corporation's estate. However, if the above assignment is deemed to be a loan by the Investor to the Corporation, then the Corporation shall be deemed to have granted to the Investor, and hereby grants to the Investor, a continuing first priority security interest in the Assigned Property and the Escrow Fund and all proceeds thereof as collateral security for all obligations of the Corporation hereunder and all obligations of the Lessee under the Lease, the Escrow Agreement, and this Assignment Agreement shall be deemed a security agreement with respect to such loan.

Section 3. Representations, Warranties, and Agreements. (A) The Corporation represents and warrants to and agrees with the Investor that:

(a) the Corporation is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware, with corporate powers and authority to own its property and carry on its business as now being conducted. The Corporation has all licenses (except where the failure to have such licenses would not have a material adverse effect on the Corporation or on Investor's ability to enforce the Lease Documents and its rights and remedies thereunder) necessary to own its property and carry on its business as now being conducted;

(b) the Corporation has full power, authority and legal right to enter into and perform its obligations under the Lease, the Escrow Agreement and this Assignment Agreement and the execution, delivery and performance thereof have been duly authorized by all necessary corporate actions on the part of the Corporation, do not require any stockholder approval or the approval or consent of any third party or such required approvals and consents have heretofore been duly obtained;

(c) the execution, delivery and performance of the Lease, the Escrow Agreement and this Assignment Agreement do not contravene any provision of the Articles of Incorporation or Bylaws or the Corporation and do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Corporation is a party or by which it or its property is bound;

(d) the Corporation has good title to the Lease and the Escrow Agreement and good right to sell and transfer the same;

(e) the Lease is a valid obligation arising out of a bona fide lease to the Lessee of the

Equipment in the ordinary course of business;

(f) the Lease Documents contain or describe the entire agreement and all material documents made or given in connection with the Lease and Escrow Agreement, and no representations or inducements not contained in the Lease Documents have been made or given by the Corporation;

(g) the original counterpart No. 01 of the Lease constituting chattel paper has been delivered to the Investor, and, by virtue of our delivery of the Lease by the Corporation to the Investor, the Investor has obtained title to the Lease;

(h) each of the Assigned Property and the Escrow Fund is free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, except those created by the Lease itself;

(i) all statements of fact and unpaid balances shown in the Lease are true and correct;

(j) the Lease, Escrow Agreement, and this Assignment Agreement have been duly authorized, executed and delivered by the Corporation, are in full force and effect and constitute the legal, valid and binding obligations of the Corporation enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights of creditors generally and subject to the availability of equitable remedies;

(k) the Corporation has complied, and the Lease complies, with all applicable Federal, State and municipal laws, rules or regulations having the force of law as the same are applicable to the Corporation and/or the transactions evidenced by the Lease Documents;

(l) the Lessee has no right to prepay except as expressly provided in the Lease;

(m) upon execution and delivery of this Assignment Agreement and the due and timely filing of a UCC-1 and/or Title Application/Certificate of Title noting the lien of the Lessor (subject to proper and timely filing by the Investor), the Investor will have a valid and enforceable first security interest in the Equipment, free and clear of all liens and encumbrances (other than those created by the Lease) arising by, through or under the Corporation;

(n) the Corporation has subordinated to the Investor all liens and/or encumbrances (statutory and/or otherwise), if any, that the Corporation may have acquired and/or asserted against the Equipment or other collateral described in the Lease;

(o) the Lease Documents, Equipment and all other collateral and documents that are the subject of this Assignment Agreement have not been and will not be pledged, assigned or otherwise encumbered by the Corporation to any person other than the Investor;

(p) the Corporation shall have no authority to and will not, without the Investor's prior written consent, accept payment of any sum hereafter due under the Lease or Escrow Agreement, repossess or consent to the return of the Equipment or modify the terms of any Lease Document;

(q) the Investor may, in the name of the Corporation, endorse any remittances received with respect to the Lease or Escrow Agreement;

(r) the Investor is given express permission to release, on terms satisfactory to it or by operation of law or otherwise, or to compromise or adjust any and all rights against and grant

extensions of time of payment to the Lessee or any other persons obligated on the Lease Documents or accompanying guarantee or surety contracts, if any, or to agree to substitution of such persons, or to agree to the substitution or release of the Equipment or other collateral, or to grant any other indulgences, without affecting the obligations of the Corporation hereunder, provided that such actions are made in good faith and in a commercially reasonable manner;

(s) the Corporation has the requisite authority to execute and deliver this Assignment Agreement and has taken all necessary action to effect this Assignment Agreement. In the event of a default by the Lessee under the Lease, the Investor shall have the unrestricted right to sell or otherwise dispose of the Equipment or other collateral (including the Escrow Fund), subject only to the provisions of the Lease Documents and the Uniform Commercial Code;

(t) to the best of the Corporation's knowledge, there is no dispute between the Lessee and any vendor of Equipment relating to the performance of such vendor under its contract to manufacture, deliver or furnish Equipment. The Lessee has not failed to accept, or failed to provide a certificate of acceptance with respect to, any Equipment delivered to it; and

(u) the Lease is in full force and effect, there is currently no default in payments to be made by the Lessee pursuant thereto, the Lessee has asserted no set-off, counterclaim or defense with respect to its obligations to perform in accordance with the terms of the Lease, and to the best of the Corporation's knowledge there has been no default in the performance of any other material obligation thereunder or breach of any other material term therein by the Lessee.

(B) Indemnification. If the Corporation materially breaches any of the representations and agreements herein contained and, in the case of a breach that cannot be remedied in the Investor's reasonable opinion, such breach remains unremedied for at least 30 days after the Corporation receives written notice thereof from the Investor, the Corporation will indemnify and hold the Investor harmless from any loss, damage or expense (including but not limited to reasonable attorney fees and the expenses of collection, repossession, transportation, storage and insurance in enforcing its rights under the Lease Documents or hereunder, but excluding incidental or consequential damages) incurred by the Investor as a result of the breach of representation or agreement. Any sum not paid by the Corporation to the Investor when due will accrue late charges at the rate of 18% per annum, or the maximum amount permitted under applicable law, whichever is less. The obligations set forth in this section shall be limited to the amount paid to the Corporation by the Investor for the assigned transaction. **THE CORPORATION WAIVES (AND THE INVESTOR WAIVES BY ACCEPTANCE HEREOF) ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT.**

To the extent the foregoing waiver of a jury trial is unenforceable under applicable California law, parties hereto agree 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 Investor and the Corporation 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 Investor and the Corporation cannot agree upon a referee, the referee will be appointed by the court. The referee's fees shall be borne by the party who does not prevail, as determined by the referee.

Section 4. Covenants. (A) Nonimpairment of Lease. The Corporation agrees that it (1) shall not have any right to amend, modify, compromise, release, terminate or permit prepayment of any Lease Document, and (2) shall not take any action that may impair the payment of Rental Payments or other amounts due under the Lease or the validity or enforceability of any Lease Document.

(B) Rental Payments. If the Corporation receives any Rental Payments or other amount due under the Lease Documents, then the Corporation shall receive such payments in trust for the Investor and shall immediately deliver the same to the Investor in the form received, duly endorsed by the Corporation for deposit by the Investor.

(C) Delivery of Lease Documents. On the date of this Assignment Agreement (except as otherwise noted herein), the Corporation shall deliver to the Investor, each in form and substance acceptable to the Investor: (i) the original Lease (and all attachments and exhibits thereto), (ii) an original Escrow Agreement (and all attachments and exhibits thereto), (iii) an authorizing resolution from the Lessee's governing body, (iv) a legal opinion from counsel to the Lessee, (iv) an original assignment agreement with respect to the Escrow Agreement, (v) proof of the Lessee's insurance if and as required by the terms of the Lease and assuming that Equipment has been delivered and accepted, and (vi) a copy of the IRS Form 8038-G filing with respect to the Lease and, as soon as is reasonably possible after the date of this Assignment Agreement, evidence of timely filing thereof.

(D) Further Assurances. The Corporation shall execute and deliver to the Investor such documents, in form and substance reasonably satisfactory to the Investor, and the Corporation shall take such other actions, as the Investor may reasonably request from time to time to evidence, perfect, maintain, and enforce the Investor's rights in the Assigned Property and/or to enforce or exercise the Investor's rights or remedies under the Lease and Escrow Agreement.

Section 5. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Assignment Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provision, covenants and conditions of this Assignment Agreement shall be affected thereby, and each provision of this Assignment Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 6. Execution in Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute but one and the same instrument.

Section 7. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings specified in the Lease.

Section 8. Applicable Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9. Expenses. The Investor shall have no responsibility for any expenses associated with the Lease, including, but not limited to, the fees and disbursements of the Lessee, the Corporation, special counsel, counsel to the Lessee or counsel to the Corporation, fees of the California Debt and Investment Advisory Commission, or other miscellaneous expenses of the Lessee or the Corporation incurred in connection with the offering and delivery of the Lease.

[Signature Page Follows]

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

HOLMAN CAPITAL CORPORATION

By: _____
Lance Holman, President and CEO

MEGA BANK

By: _____
Name: Donald Volkman
Title: Executive Vice President

SCHEDULE A TO ASSIGNMENT AGREEMENT

ASSIGNMENT FROM: Holman Capital Corporation

TO: Mega Bank

The Lease Documents covered by the annexed Assignment covering the Lease transaction with City of Rialto include (without limitation) the following:

Equipment Lease-Purchase Agreement dated _____, 2017, between City of Rialto and Holman Capital Corporation;

Equipment Schedule, along with the Payment Schedule attached therein, dated _____, 2017 to the Equipment Lease-Purchase Agreement (Solar CREBs), between City of Rialto and Holman Capital Corporation; and

Escrow Agreement dated _____, 2017, between City of Rialto, Holman Capital Corporation, and Mega Bank, as escrow agent, together with any original Certificates of Acceptance and Payment Request Forms delivered in connection therewith as of the date of the Assignment Agreement.

[Account Control Agreement, dated _____, 2017, among the City of Rialto; Holman Capital Corporation; and Mega Bank, as escrow agent]