

Attachment A

Consent to Assignment and Assumption of Performance of Amended and Restated Energy Improvement Loan Loss Reserve Agreement and Amended and Restated Program Agreement

**emPowerSBC
Santa Barbara County Residential
Energy Improvement Loan Program**

**Consent to Assignment and Assumption of Performance of
Amended and Restated Energy Improvement Loan Loss Reserve
Agreement and Amended and Restated Program Agreement**

**Santa Barbara County
and
CoastHills Credit Union**

October __, 2014

**CONSENT TO ASSIGNMENT AND ASSUMPTION OF PERFORMANCE OF
AMENDED AND RESTATED ENERGY IMPROVEMENT LOAN LOSS RESERVE
AGREEMENT AND AMENDED AND RESTATED PROGRAM AGREEMENT**

This Consent to Assignment and Assumption of Performance of Amended and Restated Energy Improvement Loan Loss Reserve Agreement and Amended and Restated Program Agreement (“Assumption Agreement”) effective October __, 2014, (“Effective Date”) is entered into by and between:

Santa Barbara County, a political subdivision of the State of California (“Santa Barbara County” or “County”), Assignor CoastHills Federal Credit Union, a Federally-chartered not-for-profit financial cooperative, headquartered in Lompoc, California, and Assignee CoastHills Credit Union, a State of California-chartered not-for-profit financial cooperative, headquartered in Lompoc, California (separately a “Party” and together the “Parties”).

Recitals

- A. **WHEREAS**, on or about April 22, 2014, Santa Barbara County signed and entered into the Amended and Restated Energy Improvement Loan Loss Reserve Agreement, by and between Santa Barbara County and CoastHills Federal Credit Union, a Federally-chartered not-for-profit financial cooperative (the “2014 LLR Agreement”), and incorporated by reference; and
- B. **WHEREAS**, on or about April 22, 2014, Santa Barbara County signed and entered into the affiliated Amended and Restated Program Agreement, by and between Santa Barbara County and CoastHills Federal Credit Union, a Federally-chartered not-for-profit financial cooperative (“the 2014 Program Agreement”), incorporated by reference, to supplement and add to the 2014 LLR Agreement by setting forth marketing and management aspects of the Program; and
- C. **WHEREAS**, in accordance with Section 10.05 of the 2014 LLR Agreement and Section 10(f) of the 2014 Program Agreement, CoastHills Federal Credit Union shall obtain written consent by County prior to assignment of the 2014 LLR Agreement; and
- D. **WHEREAS**, CoastHills Credit Union represents that it is specially trained, skilled, experienced, and competent to perform the services required by Santa Barbara County according to the terms, covenants, and conditions set forth in the 2014 LLR Agreement and the 2014 Program Agreement; and
- E. **WHEREAS**, Santa Barbara County wishes to approve and is willing to consent to the assignment of the 2014 LLR Agreement and the 2014 Program Agreement from CoastHills Federal Credit Union to CoastHills Credit Union.

Agreements

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and agreements set forth herein, the Parties enter into this Assumption Agreement and hereby agree as follows:

1. RECITALS.

The above-stated and foregoing recitals are true and correct and are incorporated into the terms and conditions of this Assumption Agreement as set forth in full herein.

2. ASSIGNMENT.

Assignor CoastHills Federal Credit Union, with an address at 3880 Constellation Road, Lompoc, California, 93436 hereby conveys, assigns, and transfers to Assignee CoastHills Credit Union, with an address at 3880 Constellation Road, Lompoc, California, 93436 the 2014 LLR Agreement and the 2014 Program Agreement and all of Assignor CoastHills Federal Credit Union's rights, title, interest, and obligations in, to and under the 2014 LLR Agreement and the 2014 Program Agreement, effective _____ ("Effective Date").

3. ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION.

Assignee CoastHills Credit Union hereby accepts the assignment of the 2014 LLR Agreement and the 2014 Program Agreement and assumes the 2014 LLR Agreement and the 2014 Program Agreement and all rights, burdens, obligations and liabilities imposed by and under the 2014 LLR Agreement and the 2014 Program Agreement as of the Effective Date. Assignee CoastHills Credit Union further agrees to be bound by all of the terms, conditions and covenants of the 2014 LLR Agreement and the 2014 Program Agreement, furnish the services under the terms of the 2014 LLR Agreement and the 2014 Program Agreement, and to perform and fulfill all obligations set forth in the 2014 LLR Agreement and the 2014 Program Agreement as of the Effective Date. Any and all references to CoastHills Federal Credit Union in the 2014 LLR Agreement and the 2014 Program Agreement shall be deemed a reference to CoastHills Credit Union.

4. SANTA BARBARA COUNTY CONSENT TO ASSIGNMENT AND ASSUMPTION.

A. Santa Barbara County hereby consents to the assignment of the 2014 LLR Agreement and the 2014 Program Agreement and all of Assignor CoastHills Federal Credit Union's right, title and interest under the 2014 LLR Agreement and 2014 Program Agreement to Assignee CoastHills Credit Union, and the assumption by Assignee CoastHills Credit Union of the 2014 LLR Agreement and the 2014 Program Agreement and all liabilities and obligations of Assignor

CoastHills Federal Credit Union under the 2014 LLR Agreement and the 2014 Program Agreement as of the Effective Date.

B. As of the Effective Date, the County hereby accepts the obligations and liability of Assignee under the 2014 LLR Agreement and the 2014 Program Agreement in lieu of the liability of Assignor. As of the Effective Date, Santa Barbara County also undertakes to perform the 2014 LLR Agreement and the 2014 Program Agreement and to be bound by their terms in every way as if Assignee CoastHills Credit Union were a party to the 2014 LLR Agreement and the 2014 Program Agreement in lieu of Assignor CoastHills Federal Credit Union.

5. RELEASE AND DISCHARGE.

As of the Effective Date, Assignor CoastHills Federal Credit Union releases and discharges the County from any and all obligations and liabilities owed to Assignor CoastHills Federal Credit Union under the 2014 LLR Agreement and the 2014 Program Agreement.

6. REPRESENTATIONS.

A. Assignor CoastHills Federal Credit Union Representations. Assignor CoastHills Federal Credit Union hereby represents and warrants that Assignor CoastHills Federal Credit Union: (i) has full power and authority to assign the 2014 LLR Agreement and the 2014 Program Agreement to Assignee CoastHills Credit Union; (ii) has not previously conveyed, assigned or transferred any of its rights, title, interest, and obligations in, to and under the 2014 LLR Agreement and the 2014 Program Agreement to any person or entity collaterally or otherwise; and, (iii) has full power and authority to enter into the Assumption Agreement.

B. Assignee CoastHills Credit Union Representations. Assignee CoastHills Credit Union hereby represents and warrants that Assignee CoastHills Credit Union has full power and authority to enter into the Assumption Agreement.

8. ASSIGNEE COOPERATION.

Assignee CoastHills Credit Union agrees to execute all such documents as may be necessary to effectuate this Assignment Agreement.

9. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties to this Assumption Agreement have caused this Assumption Agreement to be duly executed as of the date first written above.

COASTHILLS FEDERAL CREDIT UNION:

COASTHILLS CREDIT UNION:

By: _____
Title: _____

By: _____
Title: _____

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
STEVE LAVAGNINO
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy Auditor- Controller

By: _____
Department Head

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: _____
Deputy County Counsel

By: _____
Risk Manager