

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
Stradling Yocca Carlson & Rauth)
6490 S. McCarran Blvd., Bldg. E, Ste. 121)
Reno, Nevada 89509)
Attention: Scott Shaver)

[Space above for Recorder's use.]

This document is recorded for the benefit of the Willows Unified School District, and the recording is fee-exempt under Section 27383 of the Government Code.

MEMORANDUM OF LEASE AGREEMENT

by and between

WILLOWS UNIFIED SCHOOL DISTRICT

and

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

Dated as of August 15, 2013

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement dated as of August 15, 2013 (this “Memorandum of Lease Agreement”), is made and entered into by and between the WILLOWS UNIFIED SCHOOL DISTRICT (the “District”), a school district organized and validly existing under the laws of the State of California, as lessee, and the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA (the “Corporation”), a nonprofit public benefit corporation organized and existing under and by virtue of the laws of the State of California, as lessor, who agree as follows:

Section 1.01. The Lease Agreement. The District leases from the Corporation and the Corporation leases to the District, certain real property described in Section 1.02 hereof, upon the terms and conditions, and for the term, more fully set forth in the Lease Agreement, dated as of August 15, 2013 (the “Lease Agreement”), by and between the Corporation, as lessor, and the District, as lessee, all of the provisions of which are hereby incorporated into this Memorandum of Lease Agreement by reference.

Section 1.02. Site: Term. The Corporation leases to the District and the District leases from the Corporation, certain real property (the “Site”), which is located in the County of Glenn, State of California, and is described more fully in Exhibit A attached hereto and by this reference incorporated herein. The Lease Agreement is for a term commencing on the Delivery Date, as set forth therein, and shall terminate on December 15, 2030, unless such term is extended or sooner terminated as provided therein.

Section 1.03. Assignment. The Corporation has agreed to sell, assign and transfer to Capital One Equipment Finance Corp. (the “Bank”) certain of its rights under the Lease Agreement pursuant to the Assignment Agreement, dated as of August 15, 2013, by and between the Corporation and the Bank.

Section 1.04. Provisions Binding on Successors and Assigns. Subject to the provisions of the Lease Agreement relating to assignment and subletting, the Lease Agreement shall inure to the benefit of and shall be binding upon the Corporation and the District and their respective successors and assigns.

Section 1.05. Purpose of Memorandum. This Memorandum of Lease Agreement is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease Agreement.

Section 1.06. Execution. This Memorandum of Lease 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 hereto have executed this Memorandum of Lease Agreement by their officers thereunto duly authorized as of the day and year first written above.

**PUBLIC PROPERTY FINANCING CORPORATION
OF CALIFORNIA, as lessor**

By: _____
[Secretary]

**WILLOWS UNIFIED SCHOOL DISTRICT, as
lessee**

By: _____
[]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed under the foregoing to the Willows Unified School District, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Education of the District, pursuant to authority conferred by resolution of the said Board of Education adopted on August 8, 2013, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2013

WILLOWS UNIFIED SCHOOL DISTRICT

By: _____
Its: [_____]

State of California)

County of _____)

On _____, 2013 before me, _____, notary,
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 _____

(Seal)

State of _____)

County of _____)

On _____, 2013 before me, _____, notary,
(here insert name and title of the officer)

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 _____

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

The Leased Property consists of the following described land located in the City of Willows, County of Glenn, State of California consisting generally of Willows Intermediate School located at 1145 W. Cedar Street, Willows, California 95988, together with all buildings, facilities and other improvements which constitute real property and which are located thereon at any time during the Term of this Lease:

PARCEL ONE:

Being a portion of Block 7 of West Willows and a portion of Blocks 25 and 30 of South Willows, as said Lots and Blocks are shown and delineated on that certain map entitled "Map of South Willows, West Willows and Villa Lots of the Willows Land and Improvement Company, Willows, California", filed in the office of the County Recorder of Glenn County, State of California on March 20, 1894 in Book 1 of Maps and Surveys at page 49, more particularly described as follows:

Beginning at the Northwest corner of aforesaid Block 30 of South Willows, thence Southerly on and along the West line of said Block 30, 237.54 feet; thence Easterly and parallel to the North line of said Block 30, 720.00 feet to a point on the east line of aforesaid Block 25; thence Northerly on and along the East line of said Block 25, 425.84 feet to the Northeast corner of Lot 10 of aforesaid Block 7; thence Westerly on and along the north line of Lots 10 and 17 of said Block 7, 320.00 feet to the northwest corner of said Lot 17 of Block 7; thence Southerly on and along the West line of said Block 7, 188.30 feet to the Northwest corner of aforesaid Block 25; thence Westerly 400.00 feet to the place of beginning.

EXCEPTING THEREFROM all of Parcel 1 as shown on that certain Parcel Map filed for record in the office of the County Recorder of the County of Glenn, State of California on October 3, 1979 in Book 7 of Parcel Maps at page 51.

PARCEL TWO:

Being a portion of Blocks 25, 26, 29 and 30 of South Willows, as said Lots and Blocks are shown and delineated on that certain map entitled "Map of South Willows, West Willows and Villa Lots of the Willows Land and Improvement Company, Willows, California", filed in the office of the County Recorder of Glenn County, State of California on March 20, 1894 in Book 1 of Maps and Surveys at page 49, more particularly described as follows:

Beginning at the Northwest corner of aforesaid Block 30 of South Willows, thence Southerly on and along the West line of said Block 30, 237.54 feet to the point of beginning of this description; thence from said point of beginning, continuing Southerly on and along the West line of said Blocks 30 and 29, 321.23 feet; thence Easterly and parallel to the north line of said Blocks 29 and 26, 720 feet to a point on the East line of said Block 26; thence Northerly on and along the east line of said Block 26 and 25, 321.23 feet; thence Westerly 720 feet to the point of beginning.

PARCEL THREE:

Being a portion of Blocks 29 and 26 of South Willows, as said Lots and Blocks are shown and delineated on that certain map entitled "Map of South Willows, West Willows and Villa Lots of the Willows Land and Improvement Company, Willows, California", filed in the office of the County Recorder of Glenn County, State of California on March 20, 1894 in Book 1 of Maps and Surveys at page 49, more particularly described as follows:

Beginning at the Southwest corner of aforesaid Block 29 of South Willows, thence Easterly on and along the south line of aforesaid Blocks 29 and 26, 720 feet to the Southeast corner of said Block 26; thence northerly on and along the east line of said Block 26, 321.23 feet; thence Westerly and parallel to the south line of said Blocks 26 and 29, 720.00 feet to a point on the West line of said Block 29; thence Southerly on and along the said West line, 321.23 feet to the point of beginning.

APNS: 001-251-001; 001-251-002; 001-252-001; 001-252-001; 001-261-001; 001-261-002; 001-262-001; 001-262-002