

RECORDING REQUESTED BY:
Garden Grove Public Financing Authority

AND WHEN RECORDED MAIL TO:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attn: Vanessa S. Legbandt, Esq.

[Space above for Recorder's use.]

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE BECAUSE THE ASSIGNOR IS A GOVERNMENTAL AGENCY. LEASE TERM LESS THAN 35 YEARS.

THE GRANTOR AND THE GRANTEE ARE GOVERNMENTAL AGENCIES.

MEMORANDUM OF LEASE AGREEMENT

by and between

CITY OF GARDEN GROVE

and

GARDEN GROVE PUBLIC FINANCING AUTHORITY

Dated as of June 1, 2024

Relating to

\$ _____

**GARDEN GROVE PUBLIC FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2024A**

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (the “Memorandum”) is made and entered into as of the 1st day of June, 2024, by and between the CITY OF GARDEN GROVE, a municipal corporation and general law city duly organized and existing under and by virtue of the Constitution and the laws of the State of California (the “City”) and the GARDEN GROVE PUBLIC FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California (the “Authority”).

The City has pursuant to a Ground Lease, dated as of June 1, 2024 (the “Ground Lease”), by and between the City and the Authority, which Ground Lease is being recorded concurrently herewith, leased all of the real property legally described in Exhibit A and Exhibit B attached hereto to the Authority.

FOR VALUABLE CONSIDERATION, the Authority hereby leases to the City, and the City hereby leases back from the Authority, all of the real property legally described in Exhibit A and Exhibit B attached hereto, subject to the terms and conditions of that certain unrecorded Lease Agreement, dated as of June 1, 2024 (the “Lease”), by and between the City and the Authority, which by this reference is incorporated herein. All capitalized terms in this Memorandum not otherwise defined herein shall have the same meaning as set forth in the Lease.

The Authority’s rights under the Lease, including the right to receive and enforce payment of the Rental Payments to be made by the City under the Lease, have been assigned and transferred to U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States, as trustee pursuant to the unrecorded Indenture (the “Trustee”), without recourse for the benefit of the Owners of the Bonds, pursuant to the Assignment Agreement, dated as of June 1, 2024, by and between the Authority and the Trustee, to which assignment, transfer and sale the City hereby consents.

The term of the Lease shall commence on the Closing Date and shall end on [April 1, 2054], unless such term is extended as provided in the Lease. If on [April 1, 2054] the Bonds shall not be fully paid, or provision therefor made in accordance with the Indenture, or the Indenture shall not be discharged by its terms, or if the Rental Payments shall remain due and payable or shall have been abated at any time and for any reason, then the term of the Lease shall be extended until the date upon which (i) all Bonds shall be fully paid, or provision therefor made in accordance with the Indenture, or (ii) the Indenture shall be discharged by its terms and all Rental Payments shall have been paid in full. Notwithstanding the foregoing, the term of the Lease shall in no event be extended more than ten years beyond [April 1, 2054], such extended date being the “Maximum Lease Term.” If prior to [April 1, 2054] all Bonds shall be fully paid, or provision therefor made in accordance with the Indenture, the Indenture shall be discharged by its terms, and all Rental Payments shall have been paid in full, the term of the Lease shall end simultaneously therewith.

Furthermore, pursuant to the terms and conditions set forth in the Lease, the City may release the Release Property described in Exhibit B hereto upon completion of construction of the Project as provided in the Lease, and the City may substitute additional real property for the property described in Exhibit A and/or Exhibit B or delete portions of the real property described therein from the Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Memorandum of Lease as of the day and year first hereinabove written.

CITY OF GARDEN GROVE

By: _____
Steven R. Jones
Mayor

ATTEST:

Teresa Pomeroy
City Clerk

GARDEN GROVE PUBLIC FINANCING
AUTHORITY

By: _____
Steven R. Jones
Chair

ATTEST:

Teresa Pomeroy
Secretary

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Property conveyed under the foregoing to the City of Garden Grove, a municipal corporation and general law city duly organized and existing under and by virtue of the Constitution and the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Garden Grove, pursuant to authority conferred by resolution of said City Council adopted on April 9, 2024, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: June 1, 2024

CITY OF GARDEN GROVE

By: _____
Lisa Kim, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
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WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION OF THE PROJECT SITE

[To come]

EXHIBIT B

LEGAL DESCRIPTION OF THE RELEASE PROPERTY

[To come]