

**TO BE RECORDED AND WHEN RECORDED**

**RETURN TO:**

Orrick, Herrington & Sutcliffe LLP  
2050 Main Street, Suite 1100  
Irvine, CA 92614-2558  
Attention: Donald S. Field, Esq.

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.**

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**MEMORANDUM OF LEASE AGREEMENT  
AND ASSIGNMENT**

**by and among**

**CITY OF HUNTINGTON BEACH,**

**HUNTINGTON BEACH PUBLIC FINANCING AUTHORITY**

**and**

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., AS TRUSTEE**

**Dated as of \_\_\_\_\_ 1, 2011**

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**THIS MEMORANDUM OF LEASE AGREEMENT AND ASSIGNMENT** (this “Memorandum of Lease Agreement and Assignment”) executed and entered into as of \_\_\_\_\_ 1, 2011, is by and among the CITY OF HUNTINGTON BEACH (the “City”), a municipal corporation and chartered city organized and existing under and by virtue of the laws of the State of California, as lessee, the HUNTINGTON BEACH PUBLIC FINANCING AUTHORITY (the “Authority”), a joint powers authority organized and existing under the laws of the State of California, as lessor, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as trustee (the “Trustee”), who agree as follows:

**Section 1.01. The Lease Agreement.** The City leases from the Authority and the Authority leases to the City, certain real property described in Section 2.01 hereof, upon the terms and conditions, and for the term, more fully set forth in the Lease Agreement, dated as of \_\_\_\_\_ 1, 2011 (the “Lease Agreement”), by and between the Authority, as lessor, and the City, as lessee, all of the provisions of which are hereby incorporated into this Memorandum of Lease Agreement and Assignment by reference.

**Section 2.01. Property: Term.** The Authority leases to the City and the City leases from the Authority, certain real property (the “Property”), which is located in the County of Orange, 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 \_\_\_\_\_, 2011, and ending on September 1, 20\_\_\_, unless such term is extended or sooner terminated as provided therein.

**Section 3.01. Assignment.** The Authority sells, assigns and transfers to the Trustee certain of its rights under the Lease Agreement and under the Site Lease, dated as of \_\_\_\_\_ 1, 2011, by and between the City, as lessor, and the Authority, as lessee, upon the terms and conditions more fully set forth in the Indenture, dated as of \_\_\_\_\_ 1, 2011 (the “Indenture”), by and among the Authority, the City and the Trustee, all of the provisions of which are hereby incorporated into this Memorandum of Lease Agreement and Assignment by reference. Pursuant to the Indenture, the Authority and the City have provided for the issuance of Huntington Beach Public Financing Authority (Orange County, California) Lease Revenue Refunding Bonds, 2011 Series A (Capital Improvement Refinancing Project), in the aggregate maturity value of \$\_\_\_\_\_, which are payable from Lease Revenues (as defined in the Indenture). The Lease Revenues include the Base Rental Payments (as defined in the Lease Agreement) to be paid by the City under the Lease Agreement.

**Section 4.01. 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 Authority and the City and their respective successors and assigns. The Indenture shall inure to the benefit of and shall be binding upon the Authority, the City and the Trustee and their respective successors and assigns.

**Section 5.01 Purpose of Memorandum.** This Memorandum of Lease Agreement and Assignment is prepared for the purpose of recordation, and it in no way modifies the provisions of the Lease Agreement or the Indenture.

**Section 6.01 Execution.** This Memorandum of Lease Agreement and Assignment 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 and Assignment by their officers thereunto duly authorized as of the day and year first written above.

**HUNTINGTON BEACH PUBLIC  
FINANCING AUTHORITY,  
as lessor**

By: \_\_\_\_\_

**CITY OF HUNTINGTON BEACH,  
as lessee**

By: \_\_\_\_\_

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,  
as Trustee**

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**

**LEGAL DESCRIPTION**

All that real property situated in the County of Orange, State of California, described as follows:

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 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]





**CERTIFICATE OF ACCEPTANCE**

In accordance with Section 27281 of the California Government Code, this is to certify that the interest in the real property conveyed by the Lease Agreement, dated as of \_\_\_\_\_ 1, 2011, by and between the City of Huntington Beach, a municipal corporation and chartered city organized and existing under and by virtue of the laws of the State of California (the “City”) and the Huntington Beach Public Financing Authority, a joint powers authority organized and existing under the laws of the State of California (the “Authority”), from the Authority to the City, is hereby accepted by the undersigned on behalf of the City pursuant to authority conferred by resolution of the Board of Supervisors of the City adopted on \_\_\_\_\_, 2011, and the City consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2011

**CITY OF HUNTINGTON BEACH**

By: \_\_\_\_\_