

**RESOLUTION NO. 2013-14-04**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE WILLOWS UNIFIED SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE AGREEMENT, AND A PROGRAM FUND AGREEMENT, AND ACTIONS WITH RESPECT THERETO**

**WHEREAS**, the Willows Unified School District (the “District”) is a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the “State”); and

**WHEREAS**, the District has filed three applications under the Qualified Zone Academy Bond Program with the California Department of Education (the “QZAB Program”);

**WHEREAS**, the application included programs designed in cooperation with business partners to enhance the academic curriculum; and

**WHEREAS**, the District has identified projects (the “Projects”) which will qualify for funding under the QZAB Program and which were identified in the District’s application to the Department of Education; and

**WHEREAS**, the District will receive written commitments from private entities for contributions of at least 10% of QZAB Program bond amount; and

**WHEREAS**, the District has not received a qualified or negative certification of its abilities to meet its fiscal year financial obligations pursuant to Section 42131 of the California Education Code during the current fiscal year or the preceding fiscal year, and the District does not expect to receive such a qualified or negative certification in the remainder of the current fiscal year; and

**WHEREAS**, the District proposes to utilize the assistance of the Public Property Financing Corporation of California, a nonprofit public benefit corporation organized and existing under the laws of the State (the “Corporation”), authorized pursuant to the Corporations Code of the State to provide assistance in the financing of the Projects; and

**WHEREAS**, in connection with the Financing of the QZAB Program, the District will lease certain real property and the improvements thereto (the “Site”) to the Corporation pursuant to a Site Lease (the “Site Lease”), and sublease the Site back from the Corporation pursuant to a Lease Agreement (the “Lease Agreement”);

**WHEREAS**, all rights to receive such lease payments will be assigned without recourse by the Corporation to Capital One Equipment Finance Corp., as purchaser (together with its successors and assigns, the “Assignee”), pursuant to an Assignment Agreement;

**WHEREAS**, in connection with the Financing of the QZAB Program, the District will enter into a Program Fund Agreement (the “Program Fund Agreement”) by and among the District, the Assignee, the Corporation, and Deutsche Bank Trust Company Americas, a national trust company (the “Custodian”);

**WHEREAS**, the Board has been presented with the form of each document referred to herein relating to the actions contemplated hereby, and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such actions; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Willows Unified School District, as follows:

**Section 1.** All of the recitals herein contained are true and correct and the Board so finds.

**Section 2.** The form of the Site Lease, on file with the Clerk to the Board, is hereby approved, and the President of the Board, and such other members of the Board as the President may designate, the Superintendent of the District and such other officers or employees of the District as the Superintendent may designate (collectively, the “Authorized Officers”), each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Site Lease in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 3.** The form of the Lease Agreement, on file with the Clerk to the Board, is hereby approved, and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Lease Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the aggregate amount of the principal components of the base rental payments payable under the Lease Agreement shall not exceed \$3,995,000 and the term of the Lease Agreement shall not exceed 17 years (provided that such term may be extended as provided therein). The Board hereby determines that the lease payments due under the Lease Agreement in each fiscal year are reasonable and will not exceed the fair rental value of the Property to the District in each fiscal year.

**Section 4.** The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Program Fund Agreement, in such form as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

**Section 5.** The Authorized Officers are hereby authorized and directed, jointly and severally, to execute and deliver such other documents or certificates and do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

**Section 6.** All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

**Section 7.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of August, 2013.

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President of the Board of Trustees of the  
Willows Unified School District

[Seal]

ATTEST:

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Secretary to the Board of Trustees of the  
Willows Unified School District

**CLERK/SECRETARY'S CERTIFICATE**

I, Mort Geivett, Secretary to the Board of Trustees of the Willows Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly held at the regular meeting place thereof on August 8, 2013, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2013

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Secretary to the Board of Trustees of the  
Willows Unified School District

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