

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

466



FROM: Executive Office

SUBMITTAL DATE:
July 14, 2011

SUBJECT: Substitution of CORAL property financed through the County's Certificates of Participation 1985 Series (Riverside County Public Facilities Project)

RECOMMENDED MOTION: That Resolution 2011-218 authorizing and approving the substitution of property through a Fourth Amendment to the Ground Lease and a Third Amendment to Amended and Restated Sublease and Option to Purchase relating to the County's Certificates of Participation 1985 Series (Riverside County Public Facilities Project) be approved.

BACKGROUND: In 1990, a parcel in the Jurupa area was purchased by the County of Riverside Asset Leasing Corporation (CORAL) and leased to the Economic Development Agency (EDA) as a future sheriff station site. Subsequently, EDA constructed the Big League Field of Dreams on the leased property, and in 1997 the sheriff station was constructed on a different parcel. EDA has requested that the sheriff station property now be substituted for the original parcel as collateral under the CORAL lease. This substitution will have two benefits: 1) It will tie the Jurupa Sheriff station property to the CORAL loan, as intended; and 2) It will release the 1990 parcels for use by EDA.

Stephanie Persi
Stephanie Persi, Associate Management Analyst

FINANCIAL DATA	Current F.Y. Total Cost:	< \$25,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2011/2012

SOURCE OF FUNDS: Capital Finance Admin to be reimbursed by EDA	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
APPROVE
BY: *Christopher M. Hans*
County Executive Office Signature Christopher M. Hans

FORM APPROVED COUNTY COUNSEL
BY: *Wally Gardner 7/12/11* DATE
DALE A. GARDNER
Departmental Concurrence

- Policy
- Policy
- Consent
- Consent

Dept's Recomm.:
Per Exec. Ofc.:

2011 Jul 14 10:23 AM

Prev. Agn. Ref.: | **District:** 2 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.5

RESOLUTION NO. 2011-218

1 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
2 COUNTY OF RIVERSIDE AUTHORIZING AND APPROVING
3 THE SUBSTITUTION OF PROPERTY PURSUANT TO A
4 THIRD AMENDMENT TO AMENDED AND RESTATED
5 SUBLEASE AND OPTION TO PURCHASE AND A FOURTH
6 AMENDMENT TO GROUND LEASE RELATING TO THE
7 COUNTY'S CERTIFICATES OF PARTICIPATION 1985
8 SERIES (RIVERSIDE COUNTY PUBLIC FACILITIES
9 PROJECT)

10 WHEREAS, the County of Riverside (the "County") has previously caused to be executed
11 and delivered its 1985 Certificates of Participation Type One: Series A, Series B, Series C and
12 Series D and Type Two: Series E (Riverside County Public Facilities Project) in the aggregate
13 principal amount of \$169,400,000 and currently outstanding in the aggregate principal amount of
14 \$59,800,000 (the "Certificates"), pursuant to a Trust Agreement, dated as of November 1, 1985, by
15 and between the County and The Bank of New York Mellon Trust Company, N.A. (formerly known
16 as The Bank of New York Trust Company, N.A. and as successor to Wells Fargo Bank, N.A.,
17 successor to First Interstate Bank of California), as trustee (the "Trustee"), as amended by that certain
18 First Amendment to Trust Agreement, dated as of September 1, 1987, that certain Second
19 Amendment to Trust Agreement, dated as November 1, 1995, that certain Third Amendment to Trust
20 Agreement, dated as of October 15, 1996, that certain Fourth Amendment to Trust Agreement, dated
21 as of May 1, 2003, and that certain Fifth Amendment to Trust Agreement, dated as of July 1, 2008 (as
22 so supplemented and amended and as it may be further supplemented and amended from time to
23 time, the "Trust Agreement");

24 WHEREAS, in connection with the execution and delivery of the Certificates, the County and
25 the County of Riverside Asset Leasing Corporation (the "Corporation") entered into a Ground Lease,
26 dated November 1, 1985, as subsequently supplemented and amended by that certain First
27 Amendment to Ground Lease, dated as of September 1, 1987, that certain Definitional Amendment
28 Agreement to Sublease and Option to Purchase and Ground Lease, dated as of January 1, 1993, that
certain Second Amendment to Ground Lease, dated as of November 1, 1995, and that certain Third

FOR THE APPROVED COUNTY COUNSEL
BY *Nancy A. Gardner* 7/13/14
NANCY A. GARDNER DATE

1 Amendment to Ground Lease, dated as of May 1, 2003 (as so supplemented and amended and as it
2 may be further supplemented and amended from time to time, the "Ground Lease");

3 WHEREAS, in connection with the execution and delivery of the Certificates, the County, the
4 Corporation and Golden State Sanwa Bank entered into the Sublease and Option to Purchase, dated
5 as of November 1, 1985, as subsequently supplemented and amended by that certain Amended and
6 Restated Sublease and Option to Purchase, dated as of November 1, 1995, that certain First
7 Amendment to Amended and Restated Sublease and Option to Purchase, dated as of July 20, 2000,
8 and that certain Amended and Restated Sublease and Option to Purchase, dated as of May 1, 2003
9 (the "Amended and Restated Sublease"), that certain First Amendment dated as of April 25, 2006 to
10 Amended and Restated Sublease and Option to Purchase dated as of May 1, 2003, and that certain
11 Second Amendment to Amended and Restated Sublease and Option to Purchase dated as of May 1,
12 2009 to Amended and Restated Sublease and Option to Purchase dated as of May 1, 2003 (as so
13 supplemented and amended and as it may be further supplemented and amended by this Amendment
14 and from time to time, the "Sublease");

15 WHEREAS, in connection with the execution and delivery of the Certificates, the
16 Corporation and the Trustee entered into an Assignment Agreement, dated as of November 1, 1985
17 (the "Assignment Agreement") pursuant to which the Corporation assigned to the Trustee for the
18 benefit of holders of the Certificates all of the Corporation's rights under the Ground Lease and the
19 Sublease, excepting only certain rights to indemnification for losses and expenses;

20 WHEREAS, in June 2003, State Street Bank and Trust Company (the "Banks") issued, for the
21 benefit of the Trustee for the account of the County, its Irrevocable Letter of Credit No. ILC-
22 1304/BSN (the "Letter of Credit"), in the total stated amount set forth in the Letter of Credit, a
23 portion of which supports the payment of principal evidenced by, or portion of the purchase price
24 corresponding to the principal evidenced by, the Certificates, and a portion of which supports the
25 payment of interest evidenced by, or portion of the purchase price corresponding to interest
26 evidenced by, the Certificates;

27 WHEREAS, the Letter of Credit has been extended from time to time and has mostly recently
28 been extended pursuant to a notice of extension dated May 4, 2011, so that the Stated Termination

1 Date of the Letter of Credit is December 31, 2014 (such extensions, the “Letter of Credit Extension”);

2 WHEREAS, a parcel of land subject to the Ground Lease and the Sublease (“Property A”)
3 was at one time expected to be utilized for a sheriff’s facility in the Jurupa area of the County;
4 however said parcel has been used for other purposes and the Jurupa sheriff’s facility has been
5 located on a different parcel of land not subject to the Ground Lease and the Sublease (“Property B”);

6 WHEREAS, the County wishes to release Property A from the terms of the Ground Lease and
7 the Sublease and substitute in its place Property B in accordance with and pursuant to the terms of the
8 Sublease governing substitution of property;

9 WHEREAS, the County and the Banks desire to amend and, pursuant to the terms of the
10 Sublease and the Assignment Agreement, the County, the Banks and the Agent (as defined in the
11 Sublease), with the written consent of the Trustee as assignee of the rights of the Corporation, are
12 permitted to amend the Ground Lease and the Sublease for the purpose of effectuating a substitution
13 of property; and

14 WHEREAS, the County is authorized to undertake all of the above pursuant to the laws of the
15 State of California.

16 NOW, THEREFORE, the Board of Supervisors (the “Board”) of the County does hereby
17 resolve, determine and order as follows:

18 Section 1. The proposed Third Amendment to Amended and Restated Sublease and Option to
19 Purchase (the “Third Amendment to Sublease”), by and among the County and State Street Bank and
20 Trust Company, as a Bank, the Banks and Agent, and consented to by the Trustee, in substantially the
21 form on file with the Clerk of the Board, is hereby approved. The Chairman of the Board, the County
22 Executive Officer, the County Finance Director, the County Deputy Executive Officer and any other
23 authorized officers of the County acting on behalf of the Chairman and the County Executive Officer
24 (each an “Authorized Representative” and, collectively, the “Authorized Representatives”) are, and
25 each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of
26 the County, to execute and deliver the Third Amendment to Sublease in substantially the form on file
27 with the Clerk of the Board, with such changes therein as the Authorized Representative executing
28 and delivering such document may require or approve, such requirement or approval to be

1 conclusively evidenced by the execution and delivery thereof.

2 Section 2. The proposed Fourth Amendment to Ground Lease (the "Fourth Amendment to
3 Ground Lease"), by the County and consented to by State Street Bank and Trust Company, as a
4 Bank, the Banks and Agent, and the Trustee, in substantially the form on file with the Clerk of the
5 Board, is hereby approved. The Authorized Representatives are, and each of them acting alone is,
6 hereby authorized and directed, for and in the name of and on behalf of the County, to execute and
7 deliver the Third Amendment to Ground Lease in substantially the form on file with the Clerk of the
8 Board, with such changes therein as the Authorized Representative executing and delivering such
9 document may require or approve, such requirement or approval to be conclusively evidenced by the
10 execution and delivery thereof.

11 Section 3. All actions heretofore taken, including, but not limited to, the Letter of Credit
12 Extension, by any officer of the County in connection with or related to any of the agreements
13 referred to herein are hereby approved, confirmed and ratified.

14 Section 4. The Authorized Representatives are, and each of them acting alone is, authorized
15 and directed to take any and all such actions, and to execute any and all such documents, as may be
16 necessary or desirable to effectuate the purposes of this Resolution.

17 Section 5. The Clerk of the Board shall certify to the passage of this Resolution, shall
18 transmit a copy hereof to the Corporation, and shall cause the action of the Board in adopting the
19 same to be entered in the official minutes of this Board.

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PASSED and ADOPTED by the Board of Supervisors of the County of Riverside on the
____ day of _____, 2011.

Chairman of the Board of Supervisors

(SEAL)

ATTEST:

Clerk of the Board of Supervisors

CERTIFICATE OF CLERK

I, Kecia Harper-Ihem, Clerk of the Board of Supervisors of the County of Riverside, do 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 Supervisors of the County of Riverside duly and regularly held at the regular meeting place thereof on _____, 2011, of which meeting all of the members of said Board had due notice.

AYES: Supervisors _____

NAYS: Supervisors _____

ABSENT: Supervisors _____

I do hereby further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy 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, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

I do hereby further certify that an agenda for said meeting was posted at least seventy-two (72) hours before said meeting at 4080 Lemon Street, Riverside, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

WITNESS my hand and the seal of the County of Riverside this ____ day of ____ 2011

Clerk of the Board of Supervisors

[SEAL]

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)

Nixon Peabody LLP)
Gas Company Tower)
555 West Fifth Street, 46th Floor)
Los Angeles, CA 90013)

Attention: Charles C Wolf, Esq.)

(Space above for Recorder's use)

This document is recorded for the benefit of the County of Riverside and the recording is fee-exempt under Section 6103 of the Government Code.

THIRD AMENDMENT

Dated as of [July] 1, 2011

to

**AMENDED AND RESTATED
SUBLEASE AND OPTION TO PURCHASE**

Dated as of May 1, 2003

by and among

COUNTY OF RIVERSIDE

and

STATE STREET BANK AND TRUST COMPANY,
as a Bank and the Banks and as the Agent

and consented to by

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(formerly known as The Bank of New York Trust Company, N.A.),
as assignee of certain rights of the County of Riverside Asset Leasing Corporation

**THIRD AMENDMENT TO AMENDED AND RESTATED
SUBLEASE AND OPTION TO PURCHASE**

This **THIRD AMENDMENT** dated as of [July] 1, 2011 (this "Amendment") to **AMENDED AND RESTATED SUBLEASE AND OPTION TO PURCHASE** dated as of May 1, 2003, as amended to date, is entered into by and among the **COUNTY OF RIVERSIDE** (the "County"), a political subdivision of the State of California (the "State"), **STATE STREET BANK AND TRUST COMPANY** (as more particularly defined in the Sublease (as defined below), a "Bank" and the "Banks") and **STATE STREET BANK AND TRUST COMPANY**, acting in the manner and to the extent described in Section 4.7 of the Amended and Restated Sublease (in such capacity and as more particularly defined in the Sublease, the "Agent") and consented to by **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** (formerly known as The Bank of New York Trust Company, N.A. and as successor to Wells Fargo Bank, N.A., successor to First Interstate Bank of California), as trustee (the "Trustee") and as assignee of certain rights of the County of Riverside Asset Leasing Corporation;

W I T N E S S E T H:

WHEREAS, the County has previously caused to be executed and delivered its 1985 Certificates of Participation Type One: Series A, Series B, Series C and Series D and Type Two: Series E (Riverside County Public Facilities Project) in the aggregate principal amount of \$169,400,000 and currently outstanding in the aggregate principal amount of \$59,800,000 (the "Certificates"), pursuant to a Trust Agreement, dated as of November 1, 1985, by and between the County and the Trustee as amended by that certain First Amendment to Trust Agreement, dated as of September 1, 1987, that certain Second Amendment to Trust Agreement, dated as November 1, 1995, that certain Third Amendment to Trust Agreement, dated as of October 15, 1996, that certain Fourth Amendment to Trust Agreement, dated as of May 1, 2003 and that certain Fifth Amendment to Trust Agreement, dated as of July 1, 2008 (as so supplemented and amended and as it may be further supplemented and amended from time to time, the "Trust Agreement");

WHEREAS, in connection with the execution and delivery of the Certificates, the County and the County of Riverside Asset Leasing Corporation (the "Corporation") entered into a Ground Lease, dated as of November 1, 1985, as subsequently supplemented and amended, each with the consent of the Trustee and the Banks, by that certain First Amendment to Ground Lease, dated as of September 1, 1987, that certain Definitional Amendment Agreement to Sublease and Option to Purchase and Ground Lease, dated as of January 1, 1993, that certain Second Amendment to Ground Lease, dated as of November 1, 1995, that certain Third Amendment to Ground Lease, dated as of May 1, 2003, and that certain Fourth Amendment to Ground Lease, dated as of the date hereof (as so supplemented and amended and as it may be further supplemented and amended from time to time, the "Ground Lease");

WHEREAS, in connection with the execution and delivery of the Certificates, the County, the Corporation and Golden State Sanwa Bank entered into the Sublease and Option to Purchase, dated as of November 1, 1985, as subsequently supplemented and amended by that certain Amended and Restated Sublease and Option to Purchase, dated as of November 1, 1995,

that certain First Amendment to Amended and Restated Sublease and Option to Purchase, dated as of July 20, 2000, that certain Amended and Restated Sublease and Option to Purchase, dated as of May 1, 2003 (the "Amended and Restated Sublease"), that certain First Amendment dated as of April 25, 2006 to Amended and Restated Sublease and Option to Purchase dated as of May 1, 2003, and that certain Second Amendment dated as of May 1, 2009 to Amended and Restated Sublease and Option to Purchase dated as of May 1, 2003, each among the County and State Street Bank and Trust Company, as a Bank and the Banks and the Agent and consented to by the Trustee (as so supplemented and amended and as it may be further supplemented and amended by this Amendment and from time to time, the "Sublease");

WHEREAS, in connection with the execution and delivery of the Certificates, the Corporation and the Trustee entered into an Assignment Agreement, dated as of November 1, 1985 (as subsequently supplemented and amended, the "Assignment Agreement") pursuant to which the Corporation assigned to the Trustee for the benefit of holders of the Certificates all of the Corporation's rights under the Ground Lease and the Sublease, excepting only certain rights to indemnification for losses and expenses;

WHEREAS, pursuant to a notice of extension dated May 4, 2011 (the "Notice of Extension"), the Stated Termination Date of the Letter of Credit was extended to December 31, 2014;

WHEREAS, a parcel of land subject to the Sublease (as more particularly defined herein, "Property A") was at one time expected to be utilized for a sheriff's facility in the Jurupa area of the County; however said parcel has been used for other purposes and the Jurupa sheriff's facility has been located on a different parcel of land not subject to this Sublease (as more particularly defined herein, "Property B");

WHEREAS, the County wishes to release Property A from the terms of this Sublease and substitute in its place Property B in accordance with and pursuant to the terms of this Sublease governing substitution of property;

WHEREAS, the Fair Rental Value of the Project and each Component remaining following the substitution of Property B for Property A is at least equal to the aggregate rental payments due in each Lease Year for the remaining term of the Sublease;

WHEREAS, simultaneously herewith Property A is being released from the Ground Lease and Property B is being made subject to the Ground Lease in substitution therefor;

WHEREAS, the County and the Banks desire to amend and, pursuant to the terms of the Sublease and the Assignment Agreement, the County, the Banks and the Agent, with the written consent of the Trustee as assignee of the rights of the Corporation, are permitted to amend the Sublease for the purpose of effectuating a substitution of property; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Section 1. Definitions. Unless the context clearly otherwise requires, capitalized terms used herein without definition shall have the meanings given to such terms in the Sublease.

Section 2. Affirmation of Extension. The County hereby affirms that the Stated Termination Date of the Letter of Credit was extended to December 31, 2014 pursuant to the Notice of Extension.

Section 3. Release of Property A. The real property and improvements described in Exhibit A attached hereto ("Property A") are hereby released from the Sublease. The Sublease is terminated and shall no longer have any force or effect with respect to Property A.

Section 3. Sublease of Property B. The real property and improvements described in Exhibit B attached hereto ("Property B") are hereby made subject to the Sublease. The Sublease shall commence and be in full force and effect with respect to Property B.

Section 4. Amendment of Exhibit C to Sublease. Exhibit C(a)(xv) to the Amended and Restated Sublease is hereby amended by deleting in its entirety the information under the heading "Jurupa Sheriff's Station Land Acquisition Component" and replacing it with the information on Exhibit C attached hereto.

Section 5. Amendment of Exhibit D to Sublease. Exhibit D to the Amended and Restated Sublease, being a schedule entitled "Schedule of Option Prices," is hereby amended by deleting in its entirety the information on page 21 of Exhibit D under the heading "Component: Jurupa Sheriff – Land" and replacing it with the information on Exhibit D attached hereto.

Section 6. Additional Amendments to Sublease. The Amended and Restated Sublease is hereby further amended as follows:

(a) Section 4.2(b) of the Amended and Restated Sublease is hereby amended by adding the following at the end thereof:

"The County shall cause the Remarketing Agent to have a CUSIP number assigned to any such Bank Certificates within one (1) Business Day of any such purchase of such Bank Certificates by the Banks (such CUSIP number to be distinct from the CUSIP number assigned to the Certificates). If requested by the Banks, the County shall apply for within ten (10) Business Days of such request, and utilize its best efforts to obtain as soon as practicable, at its sole cost and expense, a long-term unenhanced rating on the Bank Certificates from at least one nationally recognized securities rating agency of at least investment grade (i.e. "Baa3" or "BBB-" or its equivalent) and as otherwise required for the Banks to assign and pledge such Bank Certificates to any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank."

(b) Section 4.2(f) of the Amended and Restated Sublease is hereby amended by adding the following at the end thereof:

“Notwithstanding the foregoing, for purposes of this Sublease (a) all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act shall be deemed to be a change in any law or regulation or in the interpretation thereof described above, regardless of the date enacted, adopted or issued, and (b) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or any governmental authority shall be deemed a change in law regardless of the date enacted, adopted or issued.”

(c) Section 4.2(h) of the Amended and Restated Sublease is hereby amended by adding the following at the end thereof:

“Notwithstanding the foregoing, for purposes of this Sublease (a) all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act shall be deemed to be an adoption of any applicable law, rule, or regulation regarding capital adequacy, or change therein, or a change in the interpretation or administration thereof, or compliance with any request or directive regarding capital adequacy described above, regardless of the date enacted, adopted or issued, and (b) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or any governmental authority shall be deemed a change in law regardless of the date enacted, adopted or issued.”

(d) Section 12 of the Amended and Restated Sublease is hereby amended by deleting it in its entirety and replacing it with the following:

“**Section 12. No Advisory or Fiduciary Relationship.** The County acknowledges and agrees that: (i) the transaction contemplated by this Sublease is an arm’s length, commercial transaction among the County and the Banks in which each Bank is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the County; (ii) no Bank has assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether such Bank has provided other services or is currently providing other services to the County on other matters); (iii) the only obligations any Bank has to the County with respect to the transaction contemplated hereby expressly are set forth in this Sublease; and (iv) the County has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.”

(e) The addresses for notices to the Agent and the Banks set forth in Section 16 of the Amended and Restated Sublease are hereby amended by deleting in its entirety the addresses set forth therein for the Agent and the Banks and replacing both with "State Street Bank and Trust Company, One Lincoln Street, Boston, Massachusetts 02111, Attention: Thomas A. Henderson."

Section 7. Conditions Precedent. The effectiveness of this Amendment shall be subject to the fulfillment of the following conditions precedent on or before [July] ____, 2011 (the "Amendment Effective Date"), in a manner satisfactory to the Bank and its counsel:

(a) The Banks shall have received conformed copies of this Amendment and the Fourth Amendment to Ground Lease, dated as of [July] 1, 2011 (the "Fourth Amendment to Ground Lease"), by the County and consented to by the Trustee, as assignee of certain rights of the Corporation, in form and substance satisfactory to the Banks and their counsel;

(b) The Banks shall have received a certified copy of the authorizing resolution of the Board of Supervisors of the County, including records of proceedings of the County, instruments, governmental approvals, third party approvals, opinions and incumbency certificates as the Banks and their counsel may reasonably request, such documents where appropriate to be certified by proper officials;

(c) The Banks shall have received a certificate of the County certifying the names and true signatures of the representatives of the County authorized to sign this Amendment and the Fourth Amendment to Ground Lease and any other documents to be delivered by the County on the Amendment Effective Date;

(d) The Banks shall have received a certificate signed by a County Representative, and dated the Amendment Effective Date, stating that (i) the representations and warranties contained in the Sublease and in each certificate, letter, other writing or instrument furnished or delivered by the County to the Banks pursuant thereto and specified in such certificate are true and correct in all material respects at and as of the Amendment Effective Date as though made on and as of such date, (ii) no event has occurred and is continuing, or would result from the execution and delivery of this Amendment and the Fourth Amendment to Ground Lease, which constitutes a Default or an Event of Default, (iii) true, complete (including all exhibits, attachments, schedules, amendments or supplements thereto) and executed counterparts of this Amendment and the Fourth Amendment to Ground Lease have been delivered to the Banks and except as provided in this Amendment and the Fourth Amendment to Ground Lease and the transcripts previously delivered to the Banks, the Related Documents have not been modified, amended or rescinded, and are in full force and effect as of the Amendment Effective Date; and (iv) (A) the annual Fair Rental Value of the Project and each Component remaining is at least equal to the aggregate rental payments due in each Lease Year for the remaining term of the Sublease; (B) the useful life of the Project and each Component after such substitution or removal equals or exceeds the remaining term of the Sublease; and (C) the Project and each Component remaining after such substitution or removal is as essential to the operations of the County as was the Project and each Component immediately prior to such substitution or removal;

(e) The Banks shall have received the opinion of Nixon Peabody LLP, special counsel, dated the Amendment Effective Date and addressed to the Banks, as to (A) the due authorization, execution and delivery with respect to the County of this Amendment and the Fourth Amendment to Ground Lease and the validity and enforceability with respect to the County of the Sublease and the Ground Lease, (B) that the execution of this Amendment by the County, the Banks and the Agent, with the consent of the Trustee, is authorized under and in compliance with the provisions of the Sublease; (C) that the Sublease and the Ground Lease remain in full force and effect; (D) that the federal and state tax exemption on the portion of the Base Rental comprising interest and received by the owners of the Certificates are not negatively affected by this Amendment, and (E) addressing such other matters as the Banks may reasonably request, in form and substance satisfactory to the Banks and their counsel;

(f) The Banks shall have received the opinion of the Office of County Counsel, as counsel to the County, dated the Amendment Effective Date and addressed to the Banks, in form and substance satisfactory to the Banks and their counsel;

(g) The Banks shall have received a CLTA policy of title insurance, or endorsement to an existing CLTA policy of title insurance, such that the total title insurance on the Project and each Component in favor of the Trustee and the Banks is not less than the amount of Outstanding Certificates, insuring the County's leasehold interest in the substituted property (except any portion thereof which is not real property) subject only to Permitted Encumbrances, together with an endorsement thereto making said policy payable to the Trustee and the Banks and otherwise in form and substance satisfactory to the Banks and their counsel;

(h) The Banks shall have received evidence that the substitution or removal, in and of itself, has not and will not cause a downgrade or withdrawal of the then existing credit ratings on the Certificates;

(i) The Banks shall have received a certificate from the County's department of risk management stating that the County's current policies of insurance and any self-insurance maintained by the County with respect to the substituted property complies with the provisions of Section 5.4 of the Amended and Restated Sublease. Any such commercial insurance policies shall name the Agent as loss payee and the Banks as additional insured and shall be issued by insurers rated "A-" or "excellent" or better by Best's or Standard & Poor's, or reasonably approved by the Banks;

(j) The Banks shall have received a certificate executed by an authorized officer of the Trustee and of the Tender Agent evidencing the signatures and office of officers of each executing this Amendment and the Fourth Amendment to Ground Lease and authorized to draw on the Letter of Credit, and with respect to such other matters as the Banks may require, in form and substance satisfactory to the Banks and their counsel;

(k) The Banks shall have received the opinion of counsel to the Trustee and the Tender Agent, dated the Amendment Effective Date and addressed to the Banks, with respect to the validity and enforceability with respect to the Trustee of the Sublease and the Ground Lease and addressing such other matters as the Banks may require, in form and substance satisfactory to the Banks and their counsel;

(l) The Banks shall have received all amounts owing under Section 9 hereof;
and

(m) The Banks shall have received such other documents, instruments, approvals (and, if requested by the Banks, certified duplicates of executed copies thereof) or opinions as the Banks may reasonably request.

Section 8. Representations and Warranties by the County. The County represents and warrants as of the Amendment Effective Date as follows:

(a) The representations and warranties of the County set forth in Section 4.4 of the Amended and Restated Sublease and in any and all documents delivered to the Bank in connection herewith are true and correct on and as of the Amendment Effective Date, as if made on and as of such date;

(b) No Default or Event of Default has occurred and is continuing under the Sublease; and

(c) No default has occurred and is continuing under any of the Related Documents.

Section 9. Costs and Expenses. The County shall pay to the Banks, from Additional Rental and such other amounts as may be available for payment under law, all attorneys' fees and disbursements incurred by the Banks in connection with the execution and delivery of this Amendment and the Fourth Amendment to Ground Lease. The County hereby agrees that such attorneys' fees and disbursements are included as obligations under Section 4.2(c)(ii) of the Amended and Restated Sublease.

Section 10. Ratification of Sublease. The Sublease is hereby ratified and confirmed in all respects and all terms, conditions and provisions of the Sublease, except as amended by this Amendment, shall remain in full force and effect. The provisions of this Amendment shall supersede and prevail over any conflicting provisions of the Second Amended and Restated Sublease. If there is any conflict between the terms, conditions and provisions of this Amendment and those of any of the Related Documents, the terms, conditions and provisions of this Amendment, as applicable, shall prevail.

Section 11. No Waiver. The County acknowledges and agrees that, if and to the extent that the Banks have not heretofore required strict compliance with the performance by the County of the covenants, agreements and obligations of the County under the Sublease or the Related Documents, such action or inaction shall not constitute a waiver of, or otherwise affect in any manner, the Banks' rights and remedies under the Sublease or the Related Documents, as amended hereby, including the right to require performance of such covenants, agreements and obligations strictly in accordance with the terms and provisions thereof.

Section 12. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Section 13. Choice of Law. This Amendment is made in the State of California under the Constitution and laws of the State of California and is to be so construed.

Section 14. Validity and Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Amendment shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions, promises, covenants and conditions of this Amendment shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

Section 15. Amendment Effective Date. Subject to satisfaction of the conditions precedent set forth in Section 7 hereof, this Amendment shall become effective upon the execution and delivery hereof by the County, the Banks, the Agent and the Trustee on the Amendment Effective Date.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

COUNTY OF RIVERSIDE

By: _____
County Executive Officer

ATTEST:

By _____
Clerk of the Board of Supervisors

**STATE STREET BANK AND TRUST COMPANY,
as a Bank and the Banks**

By: _____
Name: _____
Title: _____

STATE STREET BANK AND TRUST COMPANY, as the Agent

By: _____
Name: _____
Title: _____

CONSENTED TO
as assignee of certain rights of the
COUNTY OF RIVERSIDE ASSET
LEASING CORPORATION
this ___ day of [July], 2011:

**THE BANK OF NEW YORK MELLON TRUST COMPANY
(formerly known as The Bank of New York Trust Company, N.A.),
as successor Trustee**

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

On _____, 2011 before me, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument pursuant to a resolution of its board of supervisors.

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.

[SEAL]

STATE OF MASSACHUSETTS)
) SS.
COUNTY OF SUFFOLK)

On _____, 2011 before me, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument pursuant to its by-laws or resolution of its board of directors.

WITNESS my hand and official seal.

[SEAL]

STATE OF MASSACHUSETTS)
) SS.
COUNTY OF SUFFOLK)

On _____, 2011 before me, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument pursuant to its by-laws or resolution of its board of directors.

WITNESS my hand and official seal.

[SEAL]

EXHIBIT A

PROPERTY A

The real property and improvements described below are released from this Sublease and this Sublease is terminated and no longer of any force or effect with respect thereto.

GOVERNMENT LOTS 1 AND 2 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPT THEREFROM THAT PORTION LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF BELLE GRAVE AVENUE, 60 FEET WIDE, AND THE NORTH LINE OF SAID SECTION 16;

THENCE NORTH 89° 08' 52" WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2981.31 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED;

THENCE SOUTH 0° 23' 00" WEST PARALLEL WITH THE WEST LINE OF SAID SECTION 16 TO THE SOUTH LINE OF SAID SECTION, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF JURUPA RANCHO, AS PER MAP RECORDED IN BOOK 9 PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY, CALIFORNIA.

ALSO, EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED APRIL 17, 1979 AS INSTRUMENT NO. 76538, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH 00° 04' 35" EAST, 50 FEET ALONG THE WEST LINE OF SAID SECTION TO THE SOUTH LINE OF THE NORTH 50 FEET OF SAID SECTION;

THENCE SOUTH 89° 27' 00" EAST, 1659.00 FEET PARALLEL WITH THE NORTH LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 27' 00" EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 00° 33' 00" WEST, 40.00 FEET AT RIGHT ANGLES TO SAID NORTH LINE;

THENCE NORTH 89° 27' 00" WEST, 40.00 FEET PARALLEL WITH SAID NORTH LINE;

THENCE NORTH 00° 33' 00" EAST, 40.00 FEET AT RIGHT ANGLES TO SAID NORTH LINE TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

PROPERTY B

The real property and improvements described below are now subject to this Sublease and this Sublease is in full force and effect with respect thereto.

PARCEL I (174-180-010, 174-180-014, 174-180-016, AND 174-180-018):

PARCELS 1, 2, 3 AND LETTERED LOT "A" OF PARCEL MAP 24710, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 186, PAGES 45 THROUGH 47, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA PER GRANT DEED RECORDED ON APRIL 13, 1999 AS INSTRUMENT NUMBER 155755, OFFICIAL RECORDS, MORE FULLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 2 AND 3 OF PARCEL MAP NO. 24710, AS SHOWN BY MAP ON FILE IN BOOK 186 OF PARCEL MAPS AT PAGES 45, 46 AND 47 THEREOF, TOGETHER WITH A PORTION OF TRACT NO. 5 OF A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP ENTITLED "MAP OF RESUBDIVISIONS OF A PORTION OF LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES", RECORDED IN BOOK 6, PAGE 31 OF MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF RECORD OF SURVEY ON FILE IN BOOK 22 OF RECORDS OF SURVEYS AT PAGE 5 THEREOF, RECORD OF RIVERSIDE COUNTY, CALIFORNIA SAID CORNER BEING ON THE NORTH RIGHT OF WAY LINE OF MISSION BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 00°39'57" WEST ALONG THE BOUNDARY LINE OF SAID PARCEL 1, A DISTANCE OF 226.22 FEET TO AN ANGLE THEREIN;

THENCE NORTH 89°16'40" WEST ALONG SAID BOUNDARY LINE OF PARCEL 1, A DISTANCE OF 50.02 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 00°41'00" WEST ALONG SAID BOUNDARY LINE OF PARCEL 1, A DISTANCE OF 172.07 FEET TO THE NORTHWEST CORNER THEREOF, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF ROUTE 60 FREEWAY ESTABLISHED PARALLEL WITH AND 266.00 FEET SOUTH OF THE CENTERLINE OF GRANITE HILL DRIVE, AS SHOWN ON SAID PARCEL MAP 24710;

THENCE NORTH 82°08'58" WEST ALONG SOUTHERLY RIGHT OF WAY LINE AND ALONG THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 308.62 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 84°49'36" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 52.12 FEET TO A POINT THEREON;

THENCE SOUTH 00°33'30" EAST, A DISTANCE OF 439.74 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 2;

THENCE NORTH 89°26'30" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 173.19 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE SOUTH 00°44'00" WEST ALONG THE EAST LINE OF LOT "A" (MISSION BOULEVARD) OF SAID PARCEL MAP, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER THEREOF, SAID CORNER BEING IN A LINE PARALLEL WITH AND DISTANT NORTHERLY 40.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MISSION BOULEVARD;

THENCE NORTH 89°26'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.71 ACRES, MORE OR LESS. (174-180-020)

PARCEL 2 (174-180-013):

THAT PORTION OF TRACT NO. 5 OF A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP ENTITLED "MAP OF RESUBDIVISION OF A PORTION OF LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES" RECORDED IN BOOK 6 PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN SHOWN AS 40 FOOT PRIVATE ACCESS ON PARCEL MAP 24710, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 186, PAGES 45 THROUGH 47, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT C

DESCRIPTION OF EACH COMPONENT, EACH COMPONENT GROUP AND LIST OF ALTERNATE COMPONENTS

(a) Description of each Component:

(xv) Jurupa Sheriff's Station Land Acquisition Component: acquisition of land for a Sheriff station and administrative space in Jurupa at an estimated cost of \$4,723,000, described as follows:

PARCEL I (174-180-010, 174-180-014, 174-180-016, AND 174-180-018):

PARCELS 1, 2, 3 AND LETTERED LOT "A" OF PARCEL MAP 24710, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 186, PAGES 45 THROUGH 47, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA PER GRANT DEED RECORDED ON APRIL 13, 1999 AS INSTRUMENT NUMBER 155755, OFFICIAL RECORDS, MORE FULLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 2 AND 3 OF PARCEL MAP NO. 24710, AS SHOWN BY MAP ON FILE IN BOOK 186 OF PARCEL MAPS AT PAGES 45, 46 AND 47 THEREOF, TOGETHER WITH A PORTION OF TRACT NO. 5 OF A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP ENTITLED "MAP OF RESUBDIVISIONS OF A PORTION OF LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES", RECORDED IN BOOK 6, PAGE 31 OF MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF RECORD OF SURVEY ON FILE IN BOOK 22 OF RECORDS OF SURVEYS AT PAGE 5 THEREOF, RECORD OF RIVERSIDE COUNTY, CALIFORNIA SAID CORNER BEING ON THE NORTH RIGHT OF WAY LINE OF MISSION BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 00°39'57" WEST ALONG THE BOUNDARY LINE OF SAID PARCEL 1, A DISTANCE OF 226.22 FEET TO AN ANGLE THEREIN;

THENCE NORTH 89°16'40" WEST ALONG SAID BOUNDARY LINE OF PARCEL 1, A DISTANCE OF 50.02 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 00°41'00" WEST ALONG SAID BOUNDARY LINE OF PARCEL 1, A DISTANCE OF 172.07 FEET TO THE NORTHWEST CORNER THEREOF, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF ROUTE 60 FREEWAY ESTABLISHED PARALLEL WITH AND 266.00 FEET SOUTH OF THE CENTERLINE OF GRANITE HILL DRIVE, AS SHOWN ON SAID PARCEL MAP 24710;

THENCE NORTH 82°08'58" WEST ALONG SOUTHERLY RIGHT OF WAY LINE AND ALONG THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 308.62 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 84°49'36" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 52.12 FEET TO A POINT THEREON;

THENCE SOUTH 00°33'30" EAST, A DISTANCE OF 439.74 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 2;

THENCE NORTH 89°26'30" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 173.19 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE SOUTH 00°44'00" WEST ALONG THE EAST LINE OF LOT "A" (MISSION BOULEVARD) OF SAID PARCEL MAP, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER THEREOF, SAID CORNER BEING IN A LINE PARALLEL WITH AND DISTANT NORTHERLY 40.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MISSION BOULEVARD;

THENCE NORTH 89°26'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.71 ACRES, MORE OR LESS. (174-180-020)

PARCEL 2 (174-180-013):

THAT PORTION OF TRACT NO. 5 OF A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP ENTITLED "MAP OF RESUBDIVISION OF A PORTION OF LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES" RECORDED IN BOOK 6 PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN SHOWN AS 40 FOOT PRIVATE ACCESS ON PARCEL MAP 24710, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 186, PAGES 45 THROUGH 47, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT D

SCHEDULE OF OPTION PRICES

COMPONENT: JURUPA SHERIFF - LAND

ALLOCABLE PRINCIPAL: \$2,582,232
(as of December 1, 2008)

PROPORTIONATE SHARE: 3.65%

Date	Component Share of Minimum Amortization	Component Share of Remaining Outstanding Series A-D Principal	Component Option Price Includes Call Premium for Long Modes plus \$25,000 for Costs of Issuance
01-Dec-2011	406,468.33	2,175,762.91	2,211,641.73
01-Dec-2012	455,244.53	1,720,518.39	1,754,120.98
01-Dec-2013	509,873.87	1,210,644.52	1,241,697.74
01-Dec-2014	571,058.73	639,585.78	667,783.71
01-Dec-2015	639,585.78	0.00	0.00
	<u>\$2,582,231.24</u>		

RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)
)
 Nixon Peabody LLP)
 Gas Company Tower)
 555 West Fifth Street, 46th Floor)
 Los Angeles, California 90013)
 Attention: Charles C. Wolf, Esq.)

(Space above for Recorder's Use)

This document is recorded for the benefit of the County of Riverside, and the recording is fee-exempt under Section 6103 of the Government Code.

FOURTH AMENDMENT TO GROUND LEASE

Dated as of [July] 1, 2011

by

COUNTY OF RIVERSIDE

and

Consented to by

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
 (formerly known as The Bank of New York Trust Company, N.A.),
 as assignee of certain rights of the County of Riverside Asset Leasing Corporation**

and

**STATE STREET BANK AND TRUST COMPANY,
 as a Bank and the Banks**

FOURTH AMENDMENT TO GROUND LEASE

This **FOURTH AMENDMENT TO GROUND LEASE** (this "Amendment") dated as of [July] 1, 2011 is entered into by the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (the "County"), and consented to by **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** (formerly known as The Bank of New York Trust Company, N.A. and as successor to Wells Fargo Bank, N.A., successor to First Interstate Bank of California), as trustee (the "Trustee"), as assignee of certain rights of the County of Riverside Asset Leasing Corporation (the "Corporation") and **STATE STREET BANK AND TRUST COMPANY** (as more particularly defined in the Sublease (as defined below), a "Bank" and the "Banks");

W I T N E S S E T H:

WHEREAS, the County and the Corporation have entered into a Ground Lease, dated as of November 1, 1985, as amended by that certain First Amendment to Ground Lease, dated as of September 1, 1987, by that certain Definitional Amendment Agreement to Sublease and Option to Purchase and Ground Lease, dated as of January 1, 1993, by that certain Second Amendment to Ground Lease, dated as of November 1, 1995, and by that certain Third Amendment to Ground Lease, dated as of May 1, 2003 (as so supplemented and amended and as it may be further supplemented and amended from time to time, the "Ground Lease"); and

WHEREAS, the County desires to further amend the Ground Lease by substituting one parcel for another, and the Trustee desires to consent to such amendment, on the terms and conditions hereinafter set forth; and

WHEREAS, the Banks have consented to this Amendment, as evidenced by its execution of this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless the context clearly otherwise requires, all capitalized terms used herein without definition shall have the meanings given to such terms in the Ground Lease.

SECTION 2. Release of Property A. The real property described in Exhibit A attached hereto ("Property A") is hereby released from the Ground Lease. The Ground Lease is terminated and shall no longer have any force or effect with respect to Property A.

SECTION 3. Lease of Property B. The real property described in Exhibit B attached hereto ("Property B") is hereby made subject to the Ground Lease. The Ground Lease shall commence and be in full force and effect with respect to Property B.

SECTION 4. Ratification of Ground Lease. The Ground Lease is hereby ratified and confirmed in all respects and all terms, conditions and provisions of the Ground Lease, except as amended by this Amendment, shall remain in full force and effect.

SECTION 5. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Choice of Law. This Amendment is made in the State of California under the Constitution and laws of the State of California and is to be so construed.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

COUNTY OF RIVERSIDE

By: _____
County Executive Officer

[SEAL]

ATTEST:

By: _____
Clerk of the Board of Supervisors

Consent is hereby given to this Fourth Amendment to Ground Lease:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(formerly known as The Bank of New York Trust Company, N.A.),
as Trustee, as assignee of certain rights of the County of Riverside Asset
Leasing Corporation

By: _____
Name:
Title:

Consent is hereby given to this Fourth Amendment to Ground Lease:

STATE STREET BANK AND TRUST COMPANY

By: _____
Name:
Title:

STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

On _____, 2011 before me, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument pursuant to a resolution of its board of supervisors.

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.

[SEAL]

EXHIBIT A

PROPERTY A

The real property described below is released from this Ground Lease and this Ground Lease is terminated and no longer of any force or effect with respect thereto.

GOVERNMENT LOTS 1 AND 2 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPT THEREFROM THAT PORTION LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF BELLE GRAVE AVENUE, 60 FEET WIDE, AND THE NORTH LINE OF SAID SECTION 16;

THENCE NORTH 89° 08' 52" WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2981.31 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED;

THENCE SOUTH 0° 23' 00" WEST PARALLEL WITH THE WEST LINE OF SAID SECTION 16 TO THE SOUTH LINE OF SAID SECTION, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF JURUPA RANCHO, AS PER MAP RECORDED IN BOOK 9 PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY, CALIFORNIA.

ALSO, EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED APRIL 17, 1979 AS INSTRUMENT NO. 76538, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH 00° 04' 35" EAST, 50 FEET ALONG THE WEST LINE OF SAID SECTION TO THE SOUTH LINE OF THE NORTH 50 FEET OF SAID SECTION;

THENCE SOUTH 89° 27' 00" EAST, 1659.00 FEET PARALLEL WITH THE NORTH LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $89^{\circ} 27' 00''$ EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 40.00 FEET;

THENCE SOUTH $00^{\circ} 33' 00''$ WEST, 40.00 FEET AT RIGHT ANGLES TO SAID NORTH LINE;

THENCE NORTH $89^{\circ} 27' 00''$ WEST, 40.00 FEET PARALLEL WITH SAID NORTH LINE;

THENCE NORTH $00^{\circ} 33' 00''$ EAST, 40.00 FEET AT RIGHT ANGLES TO SAID NORTH LINE TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

PROPERTY B

The real property described below is now subject to this Ground Lease and this Ground Lease is in full force and effect with respect thereto.

PARCEL I (174-180-010, 174-180-014, 174-180-016, AND 174-180-018):

PARCELS 1, 2, 3 AND LETTERED LOT "A" OF PARCEL MAP 24710, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 186, PAGES 45 THROUGH 47, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA PER GRANT DEED RECORDED ON APRIL 13, 1999 AS INSTRUMENT NUMBER 155755, OFFICIAL RECORDS, MORE FULLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 2 AND 3 OF PARCEL MAP NO. 24710, AS SHOWN BY MAP ON FILE IN BOOK 186 OF PARCEL MAPS AT PAGES 45, 46 AND 47 THEREOF, TOGETHER WITH A PORTION OF TRACT NO. 5 OF A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP ENTITLED "MAP OF RESUBDIVISIONS OF A PORTION OF LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES", RECORDED IN BOOK 6, PAGE 31 OF MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF RECORD OF SURVEY ON FILE IN BOOK 22 OF RECORDS OF SURVEYS AT PAGE 5 THEREOF, RECORD OF RIVERSIDE COUNTY, CALIFORNIA SAID CORNER BEING ON THE NORTH RIGHT OF WAY LINE OF MISSION BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 00°39'57" WEST ALONG THE BOUNDARY LINE OF SAID PARCEL 1, A DISTANCE OF 226.22 FEET TO AN ANGLE THEREIN;

THENCE NORTH 89°16'40" WEST ALONG SAID BOUNDARY LINE OF PARCEL 1, A DISTANCE OF 50.02 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 00°41'00" WEST ALONG SAID BOUNDARY LINE OF PARCEL 1, A DISTANCE OF 172.07 FEET TO THE NORTHWEST CORNER THEREOF, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF ROUTE 60 FREEWAY ESTABLISHED PARALLEL WITH AND 266.00 FEET SOUTH OF THE CENTERLINE OF GRANITE HILL DRIVE, AS SHOWN ON SAID PARCEL MAP 24710;

THENCE NORTH 82°08'58" WEST ALONG SOUTHERLY RIGHT OF WAY LINE AND ALONG THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 308.62 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 84°49'36" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 52.12 FEET TO A POINT THEREON;

THENCE SOUTH 00°33'30" EAST, A DISTANCE OF 439.74 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 2;

THENCE NORTH 89°26'30" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 173.19 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE SOUTH 00°44'00" WEST ALONG THE EAST LINE OF LOT "A" (MISSION BOULEVARD) OF SAID PARCEL MAP, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER THEREOF, SAID CORNER BEING IN A LINE PARALLEL WITH AND DISTANT NORTHERLY 40.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MISSION BOULEVARD;

THENCE NORTH 89°26'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.71 ACRES, MORE OR LESS. (174-180-020)

PARCEL 2 (174-180-013):

THAT PORTION OF TRACT NO. 5 OF A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP ENTITLED "MAP OF RESUBDIVISION OF A PORTION OF LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES" RECORDED IN BOOK 6 PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN SHOWN AS 40 FOOT PRIVATE ACCESS ON PARCEL MAP 24710, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 186, PAGES 45 THROUGH 47, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)
)
 Nixon Peabody LLP)
 Gas Company Tower)
 555 West Fifth Street, 46th Floor)
 Los Angeles, California 90013)
 Attention: Charles C. Wolf, Esq.)

(Space above for Recorder's Use)

This document is recorded for the benefit of the County of Riverside, and the recording is fee-exempt under Section 6103 of the Government Code.

FOURTH AMENDMENT TO GROUND LEASE

Dated as of [July] 1, 2011

by

COUNTY OF RIVERSIDE

and

Consented to by

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(formerly known as The Bank of New York Trust Company, N.A.),
as assignee of certain rights of the County of Riverside Asset Leasing Corporation

and

STATE STREET BANK AND TRUST COMPANY,
 as a Bank and the Banks

FOURTH AMENDMENT TO GROUND LEASE

This **FOURTH AMENDMENT TO GROUND LEASE** (this "Amendment") dated as of [July] 1, 2011 is entered into by the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (the "County"), and consented to by **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** (formerly known as The Bank of New York Trust Company, N.A. and as successor to Wells Fargo Bank, N.A., successor to First Interstate Bank of California), as trustee (the "Trustee"), as assignee of certain rights of the County of Riverside Asset Leasing Corporation (the "Corporation") and **STATE STREET BANK AND TRUST COMPANY** (as more particularly defined in the Sublease (as defined below), a "Bank" and the "Banks");

W I T N E S S E T H:

WHEREAS, the County and the Corporation have entered into a Ground Lease, dated as of November 1, 1985, as amended by that certain First Amendment to Ground Lease, dated as of September 1, 1987, by that certain Definitional Amendment Agreement to Sublease and Option to Purchase and Ground Lease, dated as of January 1, 1993, by that certain Second Amendment to Ground Lease, dated as of November 1, 1995, and by that certain Third Amendment to Ground Lease, dated as of May 1, 2003 (as so supplemented and amended and as it may be further supplemented and amended from time to time, the "Ground Lease"); and

WHEREAS, the County desires to further amend the Ground Lease by substituting one parcel for another, and the Trustee desires to consent to such amendment, on the terms and conditions hereinafter set forth; and

WHEREAS, the Banks have consented to this Amendment, as evidenced by its execution of this Amendment;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless the context clearly otherwise requires, all capitalized terms used herein without definition shall have the meanings given to such terms in the Ground Lease.

SECTION 2. Release of Property A. The real property described in Exhibit A attached hereto ("Property A") is hereby released from the Ground Lease. The Ground Lease is terminated and shall no longer have any force or effect with respect to Property A.

SECTION 3. Lease of Property B. The real property described in Exhibit B attached hereto ("Property B") is hereby made subject to the Ground Lease. The Ground Lease shall commence and be in full force and effect with respect to Property B.

SECTION 4. Ratification of Ground Lease. The Ground Lease is hereby ratified and confirmed in all respects and all terms, conditions and provisions of the Ground Lease, except as amended by this Amendment, shall remain in full force and effect.

SECTION 5. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Choice of Law. This Amendment is made in the State of California under the Constitution and laws of the State of California and is to be so construed.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

COUNTY OF RIVERSIDE

By: _____
County Executive Officer

[SEAL]

ATTEST:

By: _____
Clerk of the Board of Supervisors

Consent is hereby given to this Fourth Amendment to Ground Lease:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(formerly known as The Bank of New York Trust Company, N.A.),
as Trustee, as assignee of certain rights of the County of Riverside Asset
Leasing Corporation

By: _____
Name:
Title:

Consent is hereby given to this Fourth Amendment to Ground Lease:

STATE STREET BANK AND TRUST COMPANY

By: _____
Name:
Title:

STATE OF CALIFORNIA)
) SS.
COUNTY OF RIVERSIDE)

On _____, 2011 before me, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument pursuant to a resolution of its board of supervisors.

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.

[SEAL]

EXHIBIT A

PROPERTY A

The real property described below is released from this Ground Lease and this Ground Lease is terminated and no longer of any force or effect with respect thereto.

GOVERNMENT LOTS 1 AND 2 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

EXCEPT THEREFROM THAT PORTION LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF BELLE GRAVE AVENUE, 60 FEET WIDE, AND THE NORTH LINE OF SAID SECTION 16;

THENCE NORTH 89° 08' 52" WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2981.31 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE TO BE DESCRIBED;

THENCE SOUTH 0° 23' 00" WEST PARALLEL WITH THE WEST LINE OF SAID SECTION 16 TO THE SOUTH LINE OF SAID SECTION, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF JURUPA RANCHO, AS PER MAP RECORDED IN BOOK 9 PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY, CALIFORNIA.

ALSO, EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED APRIL 17, 1979 AS INSTRUMENT NO. 76538, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH 00° 04' 35" EAST, 50 FEET ALONG THE WEST LINE OF SAID SECTION TO THE SOUTH LINE OF THE NORTH 50 FEET OF SAID SECTION;

THENCE SOUTH 89° 27' 00" EAST, 1659.00 FEET PARALLEL WITH THE NORTH LINE OF SAID SECTION TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $89^{\circ} 27' 00''$ EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 40.00 FEET;

THENCE SOUTH $00^{\circ} 33' 00''$ WEST, 40.00 FEET AT RIGHT ANGLES TO SAID NORTH LINE;

THENCE NORTH $89^{\circ} 27' 00''$ WEST, 40.00 FEET PARALLEL WITH SAID NORTH LINE;

THENCE NORTH $00^{\circ} 33' 00''$ EAST, 40.00 FEET AT RIGHT ANGLES TO SAID NORTH LINE TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

PROPERTY B

The real property described below is now subject to this Ground Lease and this Ground Lease is in full force and effect with respect thereto.

PARCEL I (174-180-010, 174-180-014, 174-180-016, AND 174-180-018):

PARCELS 1, 2, 3 AND LETTERED LOT "A" OF PARCEL MAP 24710, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 186, PAGES 45 THROUGH 47, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA PER GRANT DEED RECORDED ON APRIL 13, 1999 AS INSTRUMENT NUMBER 155755, OFFICIAL RECORDS, MORE FULLY DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF PARCELS 2 AND 3 OF PARCEL MAP NO. 24710, AS SHOWN BY MAP ON FILE IN BOOK 186 OF PARCEL MAPS AT PAGES 45, 46 AND 47 THEREOF, TOGETHER WITH A PORTION OF TRACT NO. 5 OF A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP ENTITLED "MAP OF RESUBDIVISIONS OF A PORTION OF LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES", RECORDED IN BOOK 6, PAGE 31 OF MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 1 OF RECORD OF SURVEY ON FILE IN BOOK 22 OF RECORDS OF SURVEYS AT PAGE 5 THEREOF, RECORD OF RIVERSIDE COUNTY, CALIFORNIA SAID CORNER BEING ON THE NORTH RIGHT OF WAY LINE OF MISSION BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY;

THENCE NORTH 00°39'57" WEST ALONG THE BOUNDARY LINE OF SAID PARCEL 1, A DISTANCE OF 226.22 FEET TO AN ANGLE THEREIN;

THENCE NORTH 89°16'40" WEST ALONG SAID BOUNDARY LINE OF PARCEL 1, A DISTANCE OF 50.02 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 00°41'00" WEST ALONG SAID BOUNDARY LINE OF PARCEL 1, A DISTANCE OF 172.07 FEET TO THE NORTHWEST CORNER THEREOF, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF ROUTE 60 FREEWAY ESTABLISHED PARALLEL WITH AND 266.00 FEET SOUTH OF THE CENTERLINE OF GRANITE HILL DRIVE, AS SHOWN ON SAID PARCEL MAP 24710;

THENCE NORTH 82°08'58" WEST ALONG SOUTHERLY RIGHT OF WAY LINE AND ALONG THE NORTHERLY LINE OF SAID PARCEL 3, A DISTANCE OF 308.62 FEET TO AN ANGLE POINT THEREIN;

THENCE NORTH 84°49'36" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID NORTHERLY LINE, A DISTANCE OF 52.12 FEET TO A POINT THEREON;

THENCE SOUTH 00°33'30" EAST, A DISTANCE OF 439.74 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 2;

THENCE NORTH 89°26'30" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 173.19 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE SOUTH 00°44'00" WEST ALONG THE EAST LINE OF LOT "A" (MISSION BOULEVARD) OF SAID PARCEL MAP, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER THEREOF, SAID CORNER BEING IN A LINE PARALLEL WITH AND DISTANT NORTHERLY 40.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID MISSION BOULEVARD;

THENCE NORTH 89°26'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.71 ACRES, MORE OR LESS. (174-180-020)

PARCEL 2 (174-180-013):

THAT PORTION OF TRACT NO. 5 OF A.C. ARMSTRONG ESTATES, AS SHOWN BY MAP ENTITLED "MAP OF RESUBDIVISION OF A PORTION OF LANDS FORMERLY BELONGING TO A.C. ARMSTRONG ESTATES" RECORDED IN BOOK 6 PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN SHOWN AS 40 FOOT PRIVATE ACCESS ON PARCEL MAP 24710, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 186, PAGES 45 THROUGH 47, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.