

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

821



FROM: Executive Office

SUBMITTAL DATE:
May 3, 2012

SUBJECT: Financing for the construction of 1) the new Hospital Warehouse and Plant Operations Building; and 2) the Nursing and Allied Health Education Building.

RECOMMENDED MOTION: That the Board of Supervisors approves Resolution No. 2012-125 and the execution and delivery of the documents associated with the financing for the construction of the new Riverside County Regional Medical Center facilities: 1) Warehouse and Plant Operations Building; and 2) Nursing and Allied Health Education Building.

BACKGROUND In April 2007, the county developed a Master Plan Study for Riverside County Regional Medical Center ("RCRMC") to determine future operation and expansion needs based on current and anticipated regional growth. The Master Plan Study recommended development of a new Plant Operations/Warehouse facility to provide approximately 50,000 square feet of additional space for maintenance, storage, and receiving functions.

Christopher Hans

Continued on page 2

Christopher Hans
Chief Deputy County Executive Officer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 142,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: RCRMC enterprise funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Ed Corser*
Ed Corser

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Dale A. Gardner* DATE: 5/17/12
DALE A. GARDNER
Departmental Concurrence

- Policy
- Policy
- Consent
- Consent

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

Prev. Agn. Ref.: | **District: 5,5** | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.4

Financing of new Hospital Warehouse and Plant Operations
and Nurse Education Buildings
May 3, 2012
Page 2

The Nursing and Allied Health Education Building will be approximately 34,749 square feet. It will provide expanded space for services including nursing orientation, specialty training, new program development, patient education, coordination of outside speakers and clinical affiliation coordination.

On April 7, 2009, the Board of Supervisors approved the initiation of architectural services for these two projects. These two projects will total approximately \$30 million. Current market conditions allow a bond sale to occur at low fixed interest rates. There is an advantage to combining this new money with the refunding of the 1997 series B bonds. It will reduce the cost of the issuance and it will make marketing of the bonds easier as a package rather than doing separate issues.

If approved, staff recommends issuing approximately \$30 million in fixed interest rate bonds. The debt service will be paid by RCRMC. It is recommended to combine the \$30 million component with the refunding of the CORAL lease revenue bonds 1997 series B to achieve a greater savings. To protect the RCRMC's cash flow, savings are highest in the first 7 years.

This item has been recommended for approval by the Debt Advisory Committee and approved by the CORAL board.

1 RESOLUTION NO. 2012-125

2 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY
3 OF RIVERSIDE AUTHORIZING THE ISSUANCE BY THE COUNTY OF
4 RIVERSIDE ASSET LEASING CORPORATION OF ITS NEW MONEY
5 LEASE REVENUE BONDS, 2012 SERIES A (COUNTY OF RIVERSIDE
6 CAPITAL PROJECTS).

7 WHEREAS, the County of Riverside (the "County") and County of Riverside Asset
8 Leasing Corporation, a California public benefit, nonprofit corporation (the "Corporation"), have
9 entered into that certain Lease and Option to Purchase, dated as of July 1, 1989 , as amended and
10 supplemented, and an Equipment Lease, dated as of July 1, 1989 , as amended and restated by an
11 Amendment No. 1 to Equipment Lease, dated as of February 1, 1997, as further amended and
12 supplemented, pursuant to which the Corporation agreed to lease, upon selection of a site for the
13 hereinafter mentioned health facilities (the "Property"), the Property and certain health facilities
14 and equipment to be constructed thereon (collectively, the "Project") to the County in
15 consideration for which the County agreed to make rental payments for the use and possession of
16 the Project;

17 WHEREAS, the Corporation has issued its Leasehold Revenue Bonds from time to time
18 pursuant to an Indenture of Trust, dated July 1, 1989 (the "Original Indenture"), as amended and
19 supplemented (the Original Indenture, as amended and supplemented, is referred to herein as the
20 "Indenture"), each among the Corporation, the County and the bank identified therein as trustee
21 (the "Trustee"), for the purpose of financing and refinancing the Project for the benefit of the
22 County;

23 WHEREAS, in Resolution No. 2012-124 (the "Refunding Resolution"), this Board of
24 Supervisors (the "Board") authorized the execution and delivery of a Supplemental Indenture of
25 Trust No. 8, an Amendment No. 7 to Lease and Option to Purchase, a Continuing Disclosure
26 Certificate, an Escrow Agreement, a Purchase Contract and the preparation and distribution of a
27 Preliminary Official Statement and an Official Statement (collectively, the "2012 Documents"),
28 each relating to the issuance by the Corporation of its County of Riverside Asset Leasing

FORM APPROVED COUNTY COUNSEL

BY: Dale A. Gardner DATE: 5/17/12

1 Corporation Lease Revenue Bonds, 2012 Series A (County of Riverside Capital Projects) (the
2 “2012A Bonds”) and its County of Riverside Asset Leasing Corporation Lease Revenue Bonds,
3 2012 Taxable Series B (County of Riverside Capital Projects) (the “2012B Bonds”), for the
4 purpose of providing funds to refund a portion of the Corporation’s lease revenue bonds
5 previously issued pursuant to the Indenture; and
6

7 WHEREAS, the County and the Corporation also desire to finance additional costs of the
8 Project through the issuance by the Corporation of additional 2012 Series A Bonds (the “Series
9 2012A New Money Bonds”) and propose to enter into and execute and deliver the applicable
10 2012 Documents in connection with such Series 2012A New Money Bonds.

11 NOW, THEREFORE, THIS BOARD OF SUPERVISORS DOES HEREBY FIND,
12 RESOLVE, DETERMINE AND ORDER as follows:
13

14 Section 1. The Board hereby finds that the above foregoing recitals are true and correct.

15 Section 2. The Board hereby authorizes and approves, and requests the Corporation to
16 approve and authorize, the issuance and sale by the Corporation of the Series 2012A New Money
17 Bonds, to provide additional funds for the completion of the Project and for certain other matters
18 related thereto, in a total aggregate principal amount not to exceed \$40,000,000, provided that the true
19 interest cost of the Series 2012A New Money Bonds shall not exceed 5.5% and the final maturity of
20 the Series 2012A New Money Bonds shall not be later than 25 years following their date of issuance.

21 Section 3. The Board hereby affirms that the authorization and approval of the execution
22 and delivery of the 2012 Documents by the Board in the Refunding Resolution also apply to the
23 Series 2012A New Money Bonds.

24 Section 4. The County Executive Officer, the County Finance Director, the County Deputy
25 Executive Officer and any other authorized officers of the County acting on behalf of the County
26 Executive Officer (each an “Authorized Representative” and collectively, the “Authorized
27 Representatives”) are, and each of them acting alone is, hereby authorized to take any and all actions
28 and execute and deliver such documents as they deem necessary or advisable to carry out the

1 purposes of this Resolution and to consummate the transactions contemplated by the 2012 Documents
2 and all actions heretofore taken by any of them with respect to the issuance and sale of the Series
3 2012A New Money Bonds or in connection with or related to any of the agreements referenced herein
4 or the financing and refinancing of the Project, are hereby approved, confirmed and ratified.

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

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PASSED and ADOPTED by the Board of Supervisors of the County of Riverside on the ___
day of ____, 2012.

Chairman of the Board of Supervisors

(SEAL)

ATTEST:

Clerk of the Board of Supervisors

1 **CERTIFICATE OF CLERK**

2
3 I, Kecia Harper-Ihem Clerk of the Board of Supervisors of the County of Riverside, do
4 hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a
5 regular meeting of the Board of Supervisors of the County of Riverside duly and regularly held at the
6 regular meeting place thereof on _____, 2012, of which meeting all of the members of said Board
7 had due notice.

8 AYES: Supervisors _____

9 NAYS: Supervisors _____

10 ABSENT: Supervisors _____

11
12 I do hereby further certify that I have carefully compared the foregoing copy with the
13 original minutes of said meeting on file and of record in my office; that said copy is a full, true and
14 correct copy of the original resolution adopted at said meeting and entered in said minutes; and that
15 said resolution has not been amended, modified, rescinded or revoked in any manner since the date of
16 its adoption, and the same is now in full force and effect.

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

21 WITNESS my hand and the seal of the County of Riverside this _____ day of _____, 2012.

22
23 _____
24 Clerk of the Board of Supervisors

25
26 [SEAL]

SUPPLEMENTAL INDENTURE OF TRUST NO. 8

Dated as of
May 1, 2012

By and Among
COUNTY OF RIVERSIDE ASSET LEASING CORPORATION
and
COUNTY OF RIVERSIDE
and
U.S. BANK NATIONAL ASSOCIATION,
as Trustee

RELATING TO THE
COUNTY OF RIVERSIDE ASSET LEASING CORPORATION
LEASE REVENUE BONDS, 2012 SERIES A
(COUNTY OF RIVERSIDE CAPITAL PROJECTS)
and
COUNTY OF RIVERSIDE ASSET LEASING CORPORATION
LEASE REVENUE BONDS, 2012 TAXABLE SERIES B
(COUNTY OF RIVERSIDE CAPITAL PROJECTS)

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SUPPLEMENTAL INDENTURE NO. 8

THIS SUPPLEMENTAL INDENTURE NO. 8, made and entered into as of the 1st day of May, 2012, by and among the County of Riverside Asset Leasing Corporation (the "Corporation"), a nonprofit public benefit corporation established under the laws of the State of California, the County of Riverside (the "County"), a political subdivision of the State of California, and U.S. Bank National Association, a banking association duly organized and existing by virtue of the laws of the United States of America, as trustee (the "Trustee"), under the Indenture of Trust by and among the Corporation, the County and Security Pacific National Bank, as prior Trustee, dated as of July 1, 1989, as modified and amended by Supplemental Indenture of Trust No. 1, dated as of July 1, 1989, as modified and amended by Supplemental Indenture of Trust No. 2, dated as of January 1, 1993, as modified and amended by Supplemental Indenture of Trust No. 3, dated as of January 1, 1993, as modified and amended by Supplemental Indenture of Trust No. 4, dated as of February 1, 1997, as modified and amended by Supplemental Indenture of Trust No. 5, dated as of August 1, 1997, as modified and amended by Supplemental Indenture of Trust No. 6, dated as of December 1, 1997, as modified and amended by Supplemental Indenture of Trust No. 7, dated as of January 1, 2003, and as modified and amended by this Supplemental Indenture of Trust No. 8 (as amended, the "Indenture").

WITNESSETH:

WHEREAS, the Corporation has issued its County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds 1989 Series A (County of Riverside Hospital Project) (the "1989 Bonds"), in the aggregate principal and initial amount of \$200,102,523.50, consisting of 1989 Bonds due June 1 and matured in the years 1999 through 2001 in the aggregate principal amount of \$26,645,000 (the "1989 Serial Bonds"), 1989 Term Bonds due June 1, 2010 in the aggregate principal amount of \$65,915,000 (the "2010 Term Bonds"), 1989 Term Bonds due June 1, 2014 in the aggregate principal amount of \$38,450,000 (the "2014 Term Bonds"), 1989 Term Bonds due June 1, 2019 in the aggregate principal amount of \$64,895,000 (the "2019 Term Bonds") and 1989 Capital Appreciation Bonds due June 1, 2002 in the aggregate initial amount of \$4,197,532.50 (the "1989 Capital Appreciation Bonds");

WHEREAS, pursuant to Section 1001(d) of the Indenture, at any time, or from time to time, a Supplemental Indenture of the Corporation may be adopted and entered into with the consent of the County and the Trustee, which the Corporation, the County and the Trustee may enter into without the consent of any Bond Owners, in order to authorize Additional Bonds and Refunding Bonds, and in connection therewith, to specify and determine any other matters and things relative to such Additional Bonds and Refunding Bonds which are not contrary to or inconsistent with the Indenture;

WHEREAS, in 1993 the Corporation issued its County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds 1993 Series A (County of Riverside Hospital Project) (the "1993A Bonds"), in the aggregate principal amount of \$134,535,000, and \$14,525,000 Leasehold Revenue Bonds, 1993 Series B (County of Riverside Hospital Project) (the "1993B Bonds"), for the purpose of refunding the 1989 Serial Bonds, the 2010 Term Bonds, the 2014 Term Bonds and the 1989 Capital Appreciation Bonds;

WHEREAS, in 1997 the Corporation issued \$41,170,072.65 Leasehold Revenue Bonds, 1997 Series A (County of Riverside Hospital Project), for the purpose of providing additional funds for the completion of the Facilities Project;

WHEREAS, in 1997 the Corporation issued \$68,720,000.00 Leasehold Revenue Bonds, 1997 Series B (County of Riverside Hospital Project) (the “1997B Bonds”) and \$3,265,000.00 Leasehold Revenue Bonds, 1997 Series C (County of Riverside Hospital Project) (the “1997C Bonds”), for the purpose of providing funds to refund the 2019 Term Bonds and to provide additional funds for the completion of the Project;

WHEREAS, in 2003 the Corporation issued \$56,140,000 Leasehold Revenue Bonds, 2003 Series A (County of Riverside Hospital Project) (the “2003A Bonds”) and \$4,040,000 Leasehold Revenue Bonds, 2003 Taxable Series B (County of Riverside Hospital Project) (the “2003B Bonds”), for the purpose of providing funds to refund a portion of the 1993A Bonds;

WHEREAS, to provide funds for the purpose of refunding the outstanding 1997B Bonds maturing in the years 2013, 2016 and 2019 (the “1997B Refunded Bonds”) and to provide additional funds for the completion of the Facilities Project, the Corporation now proposes to issue and sell its County of Riverside Asset Leasing Corporation Lease Revenue Bonds, 2012 Series A (County of Riverside Capital Projects) (the “2012A Bonds”) and its County of Riverside Asset Leasing Corporation Lease Revenue Bonds, 2012 Taxable Series B (County of Riverside Capital Projects) (the “2012B Bonds” and, together with the 2012A Bonds, the “2012 Bonds”);

WHEREAS, in order to provide for the authentication and delivery of the 2012 Bonds and to establish and declare the terms and conditions upon which the 2012 Bonds are to be issued and sold and to secure the payment of the principal thereof and the interest thereon, the Corporation, the County and the Trustee have agreed to amend the Indenture hereby;

WHEREAS, concurrently herewith, the Facilities Lease, entered into by and between the County and the Corporation and dated as of July 1, 1989 (as amended, the “Facilities Lease”), is amended in accordance with and pursuant to the provisions of the Facilities Lease and the Indenture;

WHEREAS, the Corporation has determined that the Bonds (as defined in the Indenture), including but not limited to the 2012 Bonds, shall be secured by the Indenture and has ascertained and determined that the provisions contained therein and herein for protecting and enforcing the rights and remedies of the Bond Owners are reasonable, proper and in accordance with law, and that the Indenture is necessary to the performance of its duties and the execution of its powers under law, and does deem and determine all of the provisions therein and herein contained to be reasonable and proper for the security of the Bond Owners;

WHEREAS, pursuant to Section 1001(i) and (j) of the Indenture, the Indenture may be modified or amended at any time or from time to time, by a Supplemental Indenture of the Corporation adopted and entered into with the County and the Trustee, without the consent of any Bond Owners, to make such provisions for the purposes of curing any ambiguity or omission, or of curing or correcting any inconsistent or defective provision under the Indenture,

or of clarifying matters or questions arising under the Indenture and not contrary or inconsistent with the Indenture;

WHEREAS; the Corporation, the County and the Trustee have agreed to amend the Indenture hereby in order to effect certain changes therein;

WHEREAS, all acts and things required by law and by the Articles of Incorporation and Bylaws of the Corporation necessary to constitute this Supplemental Indenture No. 8 a valid and binding trust instrument for the security of all Bonds duly issued under the Indenture, have been done and performed and the execution and delivery of this Supplemental Indenture No. 8 have been in all respects duly authorized; and

WHEREAS, the Trustee has accepted the trust created and established by the Indenture and this Supplemental Indenture No. 8 and in evidence thereof has joined in the execution thereof and hereof;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE NO. 8 WITNESSETH, in consideration of the premises herein contained, of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the 2012 Bonds by the Owners thereof, the receipt and adequacy of which are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the 2012 Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, and in order to secure the payment of the 2012 Bonds at any time issued and Outstanding under the Indenture and the interest thereon according to their tenor, purport and effect, and in order to provide for certain modifications and amendments to the Indenture, and in order to secure the performance and observance of all covenants, agreements and conditions therein and herein contained, the Corporation, the County and the Trustee agree as follows:

ARTICLE I

DEFINITIONS AND AUTHORITY FOR SUPPLEMENTAL INDENTURE NO. 8

Section 1.01. Definitions. Unless otherwise required by the context, all terms used herein which are defined in the Indenture shall have the meanings assigned to them therein.

Section 1.02. Amendment to Section 101 of the Indenture. Section 101 of the Indenture shall be amended and supplemented by deleting the definition of “Investment Securities” in its entirety and adding the following definitions in their entirety to Section 101:

“**1997B Bonds**” shall mean the County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds, 1997 Series B (County of Riverside Hospital Project) issued in the aggregate principal amount of \$68,720,000.

“**1997B Refunded Bonds**” shall mean the outstanding 1997B Bonds maturing in the years 2013, 2016 and 2019.

“2012 Acquisition and Construction Account” shall mean the 2012 Acquisition and Construction Account established in Section 5.03 of this Supplemental Indenture No. 8.

“2012 Bonds” shall mean collectively, the 2012A Bonds and the 2012B Bonds.

“2012 Closing Date” shall mean May __, 2012.

“2012 Costs of Issuance Account” shall mean the 2012 Costs of Issuance Account established in Section 5.04 of this Supplemental Indenture No. 8.

“2012A Bonds” shall mean the County of Riverside Asset Leasing Corporation Lease Revenue Bonds, 2012 Series A (County of Riverside Capital Projects).

“2012A Earnings Account” shall mean the 2012A Earnings Account established in Section 5.05 of this Supplemental Indenture No. 8.

“2012A Excess Earnings Account” shall mean the 2012A Excess Earnings Account established in Section 5.06 of this Supplemental Indenture No. 8.

“2012A Tax Certificate” shall mean the Tax and Nonarbitrage Certificate of the County and the Corporation executed on the 2012 Closing Date.

“2012B Bonds” shall mean the County of Riverside Asset Leasing Corporation Lease Revenue Bonds, 2012 Taxable Series B (County of Riverside Capital Projects).

“Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate, dated as of May __, 2012, executed and delivered by the County in connection with the issuance of the 2012 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Corporate Trust Office” shall mean the corporate trust office of the Trustee at the address set forth in Section 8.10 hereof; provided, however, for transfer, registration, exchange, payment and surrender of Bonds means care of the corporate trust office of U.S. Bank National Association in 60 Livingston Avenue, St. Paul, Minnesota 55107 or such other office designated by the Trustee from time to time.

“Investment Securities” means, if and to the extent permitted by law:

(1) Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

(2) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

- a. Farmers Home Administration
Certificates of beneficial ownership
- b. Federal Housing Administration Debentures
- c. General Services Administration
Participation Certificates
- d. Government National Mortgage Association (GNMA)
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations
(participation certificates)
- e. U.S. Maritime Administration
Guaranteed Title XI financing
- f. U.S. Department of Housing and Urban Development
Project Notes
Local Authority Bonds

(3) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself);

- a. Federal Home Loan Bank System
Senior debt obligations (consolidated debt obligations)
- b. Federal Home Loan Mortgage Corporation (FHLMC)
Participation Certificates (Mortgage-backed securities)
Senior debt obligations
- c. Federal National Mortgage Association (FNMA)
Mortgage-backed securities and senior debt obligations (excluded are stripped mortgage securities which are valued greater than par on the portion of unpaid principal.)
- d. Resolution Funding Corp. (REFCORP)
Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.
- e. Farm Credit System
Consolidated system wide bonds and notes

(4) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAM; or AAM; and if rated by Moody's having a rating of Aaa-MS, Aa1 or Aa2.

(5) Certificates of deposit (CDs) secured at all times by collateral described in (1) and/or (2) above. CDs must have a one year or less maturity. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks whose short term obligations are rated A-1+ or better by S&P and Prime-1 by Moody's.

The collateral must be held by a third party and the Trustee must have a perfected first security interest in the collateral.

(6) Certificates of deposit, savings accounts, deposit accounts or money market deposits (including those of the Trustee) which are fully insured by Federal Deposit Insurance Corporation, including BIF and SAIF.

(7) Investment Agreements, including guaranteed investment contracts, acceptable to the 1997 Insurer, the 1997B Insurer, and the 2003 Insurer.

(8) Commercial paper rated "Prime-1" by Moody's and "A-1+" or better by S&P.

(9) Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest long-term rating categories assigned by such agencies.

(10) Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime-1" or "A3" or better by Moody's and "A-1" or "A" or better by S&P.

(11) Repurchase agreements that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Trustee (buyer/lender), and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date.

Repurchase agreements must satisfy the following criteria or be approved by the 1997 Insurer, the 1997B Insurer, and the 2003 Insurer, if any, S&P and Moody's.

- a. Repurchase agreements must be between the Trustee and a dealer bank or securities firm:
 - (A) Primary dealers on the Federal Reserve reporting dealer list which fall under the jurisdiction of the Securities Investor Protection Corporation (SIPC) and which are rated A or better by S&P and Moody's, or
 - (B) Banks rated "A" or above by S&P and Moody's.
- b. The written repurchase contract must include the following:
 - (A) Securities which are acceptable for transfer are:
 - (i) Direct U.S. governments

- (ii) Federal agencies backed by the full faith and credit of the U.S. Government (and FNMA & FHLMC)
- (B) The term of the repurchase agreement may be up to 30 days
- (C) The collateral must be delivered to the Trustee (if the Trustee is not supplying the collateral) or third party acting as agent for the Trustee (if the Trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).
- (D) The Trustee has a perfected first priority security interest in the collateral.
- (E) Collateral is free and clear of third-party liens and in the case of an SIPC broker, was not acquired pursuant to a repurchase agreement or reverse repurchase agreement.
- (F) Failure to maintain the requisite collateral percentage, after a two day restoration period, will require the trustee to liquidate collateral.
- (G) Valuation of Collateral
 - (i) The securities must be valued weekly, marked-to-market at current market price plus accrued interest
 - (ii) The value of collateral must be equal to at least 104% of the amount of cash transferred by the Trustee to the dealer bank or security firm under the repo plus accrued interest. If the value of securities hold as collateral slips below 104% of the value of the cash transferred by the Trustee, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must be equal to at least 105%.

c. Legal opinion which must be delivered to the Trustee and Authority:

- (A) The repurchase agreement meets guidelines under state law for legal investment of public funds.

(12) Pre-refunded municipal bonds rated “Aaa” by Moody’s and “AAA” by S&P. If, however, the issue is only rated by S&P (i.e., there is no Moody’s rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.

- (13) Pooled investment funds administered by any state of the United States acceptable to the 1997 Insurer, the 1997B Insurer, and the 2003 Insurer, if any, S&P and Moody's.
- (14) Riverside County Investment Pool, managed by the Treasurer-Tax Collector of the County of Riverside, California.
- (15) Local Agency Investment Fund or similar pooled fund operated by or on behalf of the State of California and which is authorized to accept investments of moneys held in any of the funds or accounts established pursuant to the Indenture.
- (16) Investment Trust of California (CalTRUST), a joint powers authority that invests in securities and obligations authorized by California Government Code Section 53601.
- (17) Any other investments approved by the 1997 Insurer, the 1997B Insurer, and the 2003 Insurer, S&P and Moody's.

“**Supplemental Indenture No. 8**” shall mean this Supplemental Indenture of Trust No. 8 modifying and amending the Indenture.

Section 1.03. Authority for this Supplemental Indenture No. 8. This Supplemental Indenture No. 8 is executed by the Corporation pursuant to authority contained in its Articles of Incorporation and Bylaws. The Corporation is executing this Supplemental Indenture No. 8, undertaking its obligations in respect of the Project and issuing the 2012 Bonds to provide funds to refund the 1997B Refunded Bonds and to provide additional funds for completion of the Facilities Project.

Section 1.04. Indenture as Modified and Amended by Supplemental Indenture No. 8 to Constitute Contract. In consideration of the purchase and acceptance of any and all of the 2012 Bonds authorized to be issued hereunder by those who shall own the same from time to time, the Indenture shall be deemed to be and shall constitute a contract among the Corporation, the County and the Trustee for the benefit of the Owners from time to time of the Bonds; and the pledge and assignment made in the Indenture and the covenants and agreements therein set forth to be performed on behalf of the Corporation shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their execution and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by the Indenture.

Section 1.05. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II

AUTHENTICATION AND ISSUANCE OF 2012 BONDS

Section 2.01. Authority for Issuance of Bonds. The Indenture provides for the authorization of Bonds of the Corporation, including Additional Bonds and Refunding Bonds. The aggregate principal amount of Bonds which may be executed and delivered under the Indenture is not limited except as may be provided in the Indenture or as may be limited by law.

Unless otherwise specified herein or therein, the provisions of the Indenture applicable to the Bonds shall be applicable to the 2012 Bonds.

Section 2.02. Provisions for Issuance of 2012 Bonds. All the 2012 Bonds shall be executed by the Corporation for issuance under the Indenture and delivered to the Trustee and thereafter shall be authenticated by the Trustee, and by it delivered to the Corporation or upon its order, but only upon the receipt by the Trustee of:

- (a) A copy of the Indenture certified by an Authorized Officer;
- (b) An Opinion of Bond Counsel to the effect that the Facilities Lease, the Indenture, this Supplemental Indenture No. 8 and the 2012 Bonds have been duly and validly authorized, executed and delivered by the Corporation, and constitute valid and binding obligations of the Corporation enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and except that such counsel need express no opinion as to the availability of equitable remedies;
- (c) A copy of this Supplemental Indenture No. 8 authorizing the 2012 Bonds, and meeting the requirements of Section 202(a)(iii) of the Indenture, certified by an Authorized Officer;
- (d) The amount, if any, necessary for deposit in the Debt Service Reserve Fund so that the amounts in such Fund shall equal the Debt Service Reserve Requirement calculated immediately after the issuance of the 2012 Bonds;
- (e) A certificate of an Authorized Officer stating that the Corporation is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Indenture and applicable to the Corporation;
- (f) An amendment to the Facilities Lease, duly authorized, executed and delivered by the County and the Corporation, such that Base Rental payable thereunder is (A) sufficient to pay principal and interest on all Outstanding Bonds (and, with respect to Capital Appreciation Bonds, the Final Compounded Amount thereof) and (B) not in excess of the fair rental value of the Facilities Project;
- (g) Irrevocable instructions to the Trustee, satisfactory to it, to give notice as provided for in Section 1201 of the Indenture to the Owners of the 1997B Refunded Bonds;

(h) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption, on a redemption date or dates specified in such instructions, of any of the 1997B Refunded Bonds to be redeemed;

(i) Either (A) moneys (including moneys withdrawn and deposited pursuant to subsection (c) of Section 506 of the Indenture) in an amount sufficient to effect payment at the applicable Redemption Price of the 1997B Refunded Bonds to be redeemed, together with accrued interest on such Bonds to the redemption date or maturity date, as the case may be, which moneys shall be held by the Trustee in a separate account irrevocably in trust for and assigned to the respective Owners of the Bonds to be refunded, or (B) Investment Securities in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications and any moneys, as shall be necessary to comply with the provisions of subsection (b) of Section 1201 of the Indenture, which Investment Securities and moneys shall be held in trust and used only as provided in said subsection (b); and

(j) Such further documents, moneys and securities as are required by the provisions of Sections 202, 203 or 204 or Article X of the Indenture, by the provisions of this Supplemental Indenture No. 8 or by the provisions of any Supplemental Indenture adopted pursuant to Article X of the Indenture.

Section 2.03. The 2012 Bonds. (a) *Authorization for 2012 Bonds.* There is hereby authorized two series of Bonds, designated respectively as “County of Riverside Asset Leasing Corporation Lease Revenue Bonds, 2012 Series A (County of Riverside Capital Projects)” in the aggregate principal amount of \$_____ and “County of Riverside Asset Leasing Corporation Lease Revenue Bonds, 2012 Taxable Series B (County of Riverside Capital Projects)” in the aggregate principal amount of \$_____, which shall be issued, authenticated, delivered under and secured by the Indenture to provide funds to refund the 1997B Refunded Bonds, provide additional funds for the completion of the Facilities Project, and to pay costs of issuance relating to the 2012 Bonds.

(b) *Proceeds of 2012A Bonds.* Proceeds of the sale of the 2012A Bonds, including any accrued interest thereon, shall be deposited with the Trustee simultaneously with the delivery of the 2012A Bonds and applied as follows:

(i) There shall be deposited in the 2012 Acquisition and Construction Account the sum of \$_____.

(ii) There shall be deposited with U.S. Bank National Association, as trustee for the 1997B Bonds (the “Prior Bonds Trustee”), the sum of \$_____, to be used to redeem the 1997B Bonds maturing in years 2016 and 2019.

(iii) There shall be deposited with U.S. Bank National Association, as escrow agent (the “Escrow Agent”), the sum of \$_____, to be used to defease the 1997B Bonds maturing in the year 2013, pursuant to the terms of that certain Escrow Agreement, dated as of May 1, 2012 (the “Escrow Agreement”), by and between Corporation and the Escrow Agent.

(iv) [There shall be deposited in the Debt Service Reserve Fund the sum of \$_____].

(v) [\$_____ shall be used to pay capitalized interest through June 1, 2013.]

(vi) There shall be deposited in the 2012A Costs of Issuance Subaccount the sum of \$_____.

(c) *Proceeds of 2012B Bonds.* Proceeds of the sale of the 2012B Bonds, including any accrued interest thereon, shall be deposited with the Trustee simultaneously with the delivery of the 2012B Bonds and applied as follows:

(i) There shall be deposited with the Prior Bonds Trustee, the sum of \$_____, to be used to redeem the 1997B Bonds maturing in years 2016 and 2019.

(ii) There shall be deposited with the Escrow Agent, the sum of \$_____, to be used to defease the 1997B Bonds maturing in the year 2013, pursuant to the terms of the Escrow Agreement.

(iii) [There shall be deposited in the Debt Service Reserve Fund the sum of \$_____].

(iv) There shall be deposited in the 2012B Costs of Issuance Subaccount the sum of \$_____.

(d) *Terms of the 2012A Bonds.* (i) The 2012A Bonds shall be issued in the form of fully registered bonds in Authorized Denominations and shall bear interest payable on June 1, 20__ computed on the basis of a year of 360 days comprised of twelve 30-day months, and thereafter semiannually on the first days of December and June in each year at the following rates per annum, and shall mature on June 1, in the years and amounts as follows:

<u>Maturing</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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The 2012A Bonds shall be dated as of the date of authentication thereof; provided, that if the date of authentication shall be prior to the first Record Date for the Bonds, such 2012A Bonds shall be dated the date of delivery. The 2012A Bonds shall bear interest from the Interest Payment Date next preceding their date of authentication, unless such date of authentication shall be an Interest Payment Date, in which case they shall bear interest from such date of authentication; provided, however, that if, as shown by the records of the Trustee, interest on such 2012A Bonds shall be in default, Bonds issued in lieu of such 2012A Bonds surrendered for transfer or exchange may bear interest from the date to which interest has been paid in full on the Bonds surrendered.

Payment of the interest on each such 2012A Bond shall be made by the Trustee as the same shall become due to the person appearing on the Bond Register as the registered Owner thereof as of the close of business on the Record Date immediately preceding an Interest Payment Date, such interest to be paid by check or draft mailed by first class mail to such registered Owner at its address as it appears on such Bond Register or at such other address as is furnished to the Trustee in writing by the Owner by first-class mail; provided, however, that in the case of an Owner of \$1,000,000 or more in aggregate principal amount of 2012A Bonds, upon written request of such Owner to the Trustee specifying the account or accounts to which such payment shall be made and received by the Trustee prior to the applicable Record Date, interest payments shall be made by wire transfer of immediately available funds on such Interest Payment Date. The 2012A Bonds are payable as to principal upon surrender thereof at the Corporate Trust Office of the Trustee. All amounts due with respect to the 2012A Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(e) *Terms of the 2012B Bonds.* (i) The 2012B Bonds shall be issued in the form of fully registered bonds in Authorized Denominations and shall bear interest payable on June 1, 20__ computed on the basis of a year of 360 days comprised of twelve 30-day months, and thereafter semiannually on the first days of December and June in each year at the following rates per annum, and shall mature on June 1, in the years and amounts as follows:

<u>Maturing</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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The 2012B Bonds shall be dated as of the date of authentication thereof; provided, that if the date of authentication shall be prior to the first Record Date for the Bonds, such 2012B Bonds shall be dated the date of delivery. The 2012B Bonds shall bear interest from the Interest Payment Date next preceding their date of authentication, unless such date of authentication shall be an Interest Payment Date, in which case they shall bear interest from such date of authentication; provided, however, that if, as shown by the records of the Trustee, interest on such 2012B Bonds shall be in default, Bonds issued in lieu of such 2012B Bonds surrendered for transfer or exchange may bear interest from the date to which interest has been paid in full on the Bonds surrendered.

Payment of the interest on each such 2012B Bond shall be made by the Trustee as the same shall become due to the person appearing on the Bond Register as the registered Owner thereof as of the close of business on the Record Date immediately preceding an Interest Payment Date, such interest to be paid by check or draft mailed by first class mail to such registered Owner at its address as it appears on such Bond Register or at such other address as is furnished to the Trustee in writing by the Owner by first-class mail; provided, however, that in the case of an Owner of \$1,000,000 or more in aggregate principal amount of 2012B Bonds, upon written request of such Owner to the Trustee specifying the account or accounts to which such payment shall be made and received by the Trustee prior to the applicable Record Date,

interest payments shall be made by wire transfer of immediately available funds on such Interest Payment Date. The 2012B Bonds are payable as to principal upon surrender thereof at the Corporate Trust Office of the Trustee. All amounts due with respect to the 2012B Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF 2012 BONDS

Section 3.01. Legends. The 2012 Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Indenture as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the Corporation prior to the execution and delivery thereof. In addition, the 2012 Bonds shall contain or have endorsed thereon the following pledge of the State contained in and referring to Section 14085.5 of the California Welfare and Institutions Code: "The state shall pledge to, and agree with, the holders of any revenue bonds issued to finance projects qualifying under this section that until debt service on the revenue bonds is fully paid or until the supplemental rate is no longer required as provided in this section, the state will not limit or alter the rights vested in the hospital to receive supplemental reimbursement pursuant to this section. The state shall pledge, and the hospital shall, as a condition of encumbering supplemental reimbursement payments received pursuant to this section, pledge that supplemental reimbursement payments shall be used for the payment of debt service on the revenue bonds. The hospital shall include its pledge and the agreement with the state in any agreement with the holders of the revenue bonds." Such pledge of the State is enforceable to the extent there are appropriations available for the purpose of making supplemental reimbursement payments and all obligations of the State or the Department of Health Services to make supplemental reimbursement to the County are subject to enactment of annual appropriations therefor through the normal State budget process.

Section 3.02. Execution. (a) The 2012 Bonds shall be executed in the name of the Corporation by the manual or facsimile signature of the President or any Vice-president of the Corporation and its seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon and attested by the facsimile or manual signature of its Secretary or Assistant Secretary or its Treasurer or Assistant Treasurer, or in such other manner as may be required or permitted by law. In case any one or more of the officers who shall have signed or sealed any of the 2012 Bonds shall cease to be such officer before the 2012 Bonds so signed and sealed shall have been executed and delivered, such 2012 Bonds may, nevertheless, be executed and delivered as herein provided, and may be issued as if the persons who signed or sealed such 2012 Bonds had not ceased to hold such offices. Any 2012 Bond may be signed and sealed on behalf of the Corporation by such persons as at the time of the execution of such 2012 Bonds shall be duly authorized or hold the proper office in the Corporation, although at the date borne by such 2012 Bonds such persons may not have been so authorized or have held such office.

(b) The 2012 Bonds shall bear thereon a certificate of authentication, in the form set forth in this Supplemental Indenture No. 8, executed manually by the Trustee. Only such 2012 Bonds as shall bear thereon such certificate of authentication shall be entitled to any

right or benefit under the Indenture and no 2012 Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any 2012 Bond executed on behalf of the Corporation shall be conclusive evidence that the 2012 Bond so authenticated has been duly authenticated and delivered under the Indenture and that the Owner thereof is entitled to the benefits of the Indenture.

Section 3.03. Form of 2012 Bonds. The 2012A Bonds and the 2012B Bonds shall be substantially in the form set forth, respectively, in Exhibit A-1 and Exhibit A-2 attached hereto and by this reference incorporated herein.

Section 3.04. Book-Entry System; Limited Obligation. The 2012 Bonds shall be initially issued in the form of a separate single fully registered Bond (which may be typewritten) for each of the maturities, respectively, of the 2012 Bonds. Upon initial issuance, the ownership of each such 2012 Bond shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in Section 304 of the Indenture or as provided herein, all of the Outstanding 2012 Bonds shall be registered in the Bond Register in the name of the Nominee.

With respect to 2012 Bonds registered in the Bond Register in the name of the Nominee, the Corporation and the Trustee shall have no responsibility or obligation to any such Participant or to any person on behalf of which such a Participant holds an interest in the 2012 Bonds. Without limiting the immediately preceding sentence, the Corporation (unless the Corporation is at such time the Depository), the County and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the 2012 Bonds, (ii) the delivery to any Participant or any other person, other than a Bond Owner as shown in the Bond Register, of any notice with respect to the 2012 Bonds, including any notice of redemption, (iii) the selection by the Securities Depository and its Participants of the beneficial interests in the 2012 Bonds to be redeemed in part, or (iv) the payment to any Participant or any other person, other than a Bond Owner as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on the 2012 Bonds. The Corporation, the County and the Trustee may treat and consider the Person in whose name each 2012 Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of principal, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, and for all other purposes whatsoever.

The Trustee shall pay all principal of, premium, if any, and interest on the 2012 Bonds only to or upon the order of the respective Bond Owners, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the obligations hereunder with respect to payment of principal of, premium, if any, and interest with respect to the 2012 Bonds to the extent of the sum or sums so paid. All such payments shall contain or be accompanied by the 2012 Bonds' CUSIP number or numbers to which they relate. For any Bond Owner of at least \$1,000,000 aggregate principal amount of the 2012 Bonds, such payment shall be payable by wire transfer within the continental United States in immediately available funds provided such Bond Owner shall have submitted a written request satisfactory to the Trustee at least five Business Day prior

to the Record Date as to which such election shall be effective. No person other than a Bond Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of principal, premium, if any, and interest pursuant to the Indenture. Upon delivery by the Securities Depository to the Bond Owner, the Trustee, the County and the Corporation of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions in the Indenture and herein with respect to Record Dates, the word Nominee in the Indenture shall refer to such new nominee of the Securities Depository.

Section 3.05. Representation Letter. In order to qualify the 2012 Bonds for the Securities Depository's book-entry system, the Authorized Officers of the Corporation are hereby authorized to execute, seal, counter-sign and deliver on behalf of the Corporation to such Securities Depository a representation letter from the Corporation representing such matters as shall be necessary to so qualify the 2012 Bonds (the "2012 Representation Letter"). The execution and delivery of the 2012 Representation Letter shall not in any way limit the provisions of Section 310 of the Indenture or in any other way impose upon the Corporation any obligation whatsoever with respect to persons having interests in the 2012 Bonds other than the Owners of the 2012 Bonds, as shown on the Bond Register. If required by the Securities Depository, in the written acceptance of the Trustee, such Trustee shall agree, and hereby agrees, to take all actions reasonably necessary for all representations of the Corporation in the 2012 Representation Letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of the 2012 Representation Letter the Authorized Officers of the Corporation and their deputies and designees each are hereby authorized to take any other actions, not inconsistent with the Indenture to qualify the 2012 Bonds for the Securities Depository's book-entry program.

Section 3.06. Transfers Outside Book-Entry System. In the event (i) the Securities Depository determines not to continue to act as securities depository for the 2012 Bonds, or (ii) the Corporation or the County determines that the Securities Depository shall no longer so act, then the Corporation will discontinue the book-entry system with the Securities Depository with respect to such series of Bonds. If the Corporation or the County fails to identify another qualified securities depository to replace the Securities Depository then such series of Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Nominee, but shall be registered in whatever name or names Owners of such series of Bonds transferring or exchanging such series of Bonds shall designate, in accordance with the provisions of Section 304 of the Indenture.

Section 3.07. Payments and Notices to the Nominee. Notwithstanding any other provision of the Indenture to the contrary, so long as any 2012 Bond is registered in the name of the Nominee, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the 2012 Representation Letter or as otherwise instructed by the Securities Depository.

Section 3.08. Initial Depository and Nominee. The initial Securities Depository under this Supplemental Indenture No. 8 shall be DTC. The initial Nominee shall be Cede & Co., as Nominee of DTC.

ARTICLE IV

REDEMPTION OF 2012 BONDS

Section 4.01. Privilege of Redemption and Redemption Price. The 2012 Bonds subject to redemption prior to their maturity dates shall be redeemable, upon notice mailed as provided in this Article IV, at such times, at such Redemption Prices and upon such terms as may be specified in this Supplemental Indenture No. 8.

Section 4.02. Redemption of the 2012A Bonds at the Request of the Corporation.

(a) In the case of any redemption of 2012A Bonds at the request of the Corporation, the Corporation shall, at least 45 days prior to the redemption date, give written notice to the Trustee of its direction so to redeem, of the redemption date and of the principal amounts of the 2012A Bonds of each maturity to be redeemed (which maturities and principal amounts, as the case may be, thereof to be redeemed shall be determined by the Corporation, upon the direction of the County, subject to any limitations with respect thereto contained in the Indenture or in this Supplemental Indenture No. 8).

(b) The 2012A Bonds maturing on or before June 1, _____ are not subject to redemption prior to maturity. The 2012A Bonds maturing after June 1, _____ are subject to redemption, except as provided in Section 4.03, on or after June 1, _____, at the option of the Corporation, upon the direction of the County, in whole or in part, on any day at a redemption price equal to the principal amount of the Series 2012A Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

Section 4.03. Mandatory Redemption of the 2012A Bonds.

(a) The 2012A Bonds maturing on June 1, _____ are subject to mandatory redemption prior to maturity date on June 1, _____ and each June 1 thereafter, in part solely from Sinking Account Installments, upon mailed notice as provided in the Indenture and herein, at the principal amount thereof plus interest accrued thereon to the date of redemption, without premium, in the following amounts and on the following dates:

<u>Maturity Date</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount</u>
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†

† Final Maturity

Section 4.04. Redemption of the 2012B Bonds at the Request of the Corporation. Except as provided in Section 4.06(a), the 2012B Bonds are not subject to optional redemption prior to maturity.

Section 4.05. Mandatory Redemption of the 2012B Bonds. The 2012B Bonds are not subject to mandatory redemption prior to maturity.

Section 4.06. 2012 Bonds Common Redemption Terms.

(a) In the event of a deposit of funds into the Prepayment Account by virtue of the provisions of paragraph (ii) of subsection (a) of Section 713 or subsection (d) of Section 713 of the Indenture, the Trustee shall provide for the call and redemption of the 2012 Bonds, at the principal amount thereof plus interest accrued thereon to the date specified for such redemption, without premium, on the next Interest Payment Date occurring more than 45 days after the date of such deposit.

(b) The 2012 Bonds of each maturity Outstanding on the date immediately preceding the date set for such redemption shall be redeemed in amounts so as to reduce the Debt Service relating to such Bonds scheduled to be paid in each year by an amount which is as equal as practicable for each other such year. Moneys remaining in the Interest Account or Principal Account following such Interest Payment Date, if any, shall be paid immediately to the County.

Section 4.07. Selection of 2012 Bonds to be Redeemed. Subject to the provisions of Section 4.02 of this Supplemental Indenture No. 8, if at any time less than all of the 2012 Bonds of like series and maturity shall be called for prior redemption, the particular 2012 Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem appropriate; provided, however, that the portion of any 2012 Bond to be redeemed shall be in the principal amount of an Authorized Denomination.

Whenever the Trustee is required or authorized by the terms of this Supplemental Indenture No. 8 to redeem 2012 Bonds otherwise than at the direction of the Corporation, the Trustee shall select the 2012 Bonds to be redeemed and give the notice of redemption and pay out of moneys available therefor the Redemption Price thereof, plus interest accrued and unpaid, to the redemption date, in accordance with the terms of Article IV of the Indenture, this Article IV of this Supplemental Indenture No. 8 and, to the extent applicable, Section 506 of the Indenture.

When any of the 2012 Bonds are to be redeemed at the request of the Corporation as set forth in Section 4.02 and Section 4.04 above, such request shall state whether such redemption shall be conditioned on a deposit of sufficient funds or if sufficient moneys will be on deposit prior to sending the notice of redemption as provided in Section 4.08 hereof.

Section 4.08. Notice of Redemption. When redemption is authorized or required pursuant to Article IV of this Supplemental Indenture No. 8, the Trustee shall give notice ("Redemption Notice"), at the expense of the Corporation, of the redemption of such 2012 Bonds. Such Redemption Notice shall specify: (a) the 2012 Bonds (including the official name thereof and the series designation, if any) or designated portions thereof (in the case of redemption of 2012 Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name, address and telephone number of any paying agent, (d) the Redemption Price, (e) the CUSIP numbers (if any) assigned to the 2012 Bonds to be redeemed, (f) the number of the 2012 Bonds

to be redeemed in whole or in part and, in the case of any 2012 Bonds to be redeemed in part only, the amount of such 2012 Bonds to be redeemed, (g) the original delivery date, interest rate and stated maturity date of each 2012 Bond to be redeemed in whole or in part, and (h) the publication date of such notice. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each 2012 Bond or portion thereof being redeemed the Redemption Price, together with interest accrued to the redemption date thereon, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

The Trustee shall take the following actions with respect to such Redemption Notice:

(a) At least thirty (30) but not more than sixty (60) days prior to the redemption date such Redemption Notice shall be given to the respective Owners of 2012 Bonds designated for redemption by first-class mail, postage prepaid, at their addresses appearing on the Bond Register as of the close of business on the date before such Redemption Notice is given.

(b) In addition to the notice described in the foregoing paragraph, on the same day as the date of the mailing required by the preceding paragraph, such Redemption Notice shall be given by (a) registered or certified mail, postage prepaid, (b) telephonically confirmed facsimile transmission or (c) overnight delivery service, to the Securities Depository.

(c) If any 2012 Bonds are at the time of redemption no longer registered in the Bond Register in the name of the Nominee as the nominee of the Securities Depository, then the following additional requirements shall apply to any notice of redemption:

(1) at least two (2) days before the date of the mailing required by the first paragraph of this subsection, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid; (ii) telephonically confirmed facsimile transmission; or (iii) overnight delivery service, to the following securities depository:

The Depository Trust Company
55 Water Street, 50th Floor
New York, New York 10041-0099
Attn: Call Notification Department
Facsimile: (212) 855-7232

(2) such Redemption Notice shall be delivered to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system.

(d) After the redemption date such Redemption Notice shall again be given in the manner provided for in (a) above to the Owners of the 2012 Bonds designated for redemption who shall not have presented such 2012 Bonds for redemption within sixty (60) days of the redemption date.

Neither failure to receive any Redemption Notice nor any defect in such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of such 2012 Bonds. Each check or other transfer of funds issued by the Trustee for the purpose of

redeeming 2012 Bonds shall bear or subsequently identify the CUSIP number identifying, by series, issue and maturity, the 2012 Bonds being redeemed with the proceeds of such check or other transfer.

ARTICLE V

FUNDS AND ACCOUNTS

Section 5.01. Establishment of Fund and Accounts. The following Fund and Accounts are hereby established:

(a) A 2012 Acquisition and Construction Account, to be held by the Trustee in the Acquisition and Construction Fund;

(b) A 2012 Costs of Issuance Account, to be held by the Trustee, in accordance with Section 5.03 hereof;

(c) A 2012A Earnings Account, to be held by the Trustee, in the Debt Service Fund; and

(d) A 2012A Excess Earnings Account, to be held by the Trustee, in the Excess Earnings Fund.

Section 5.02. 2012 Acquisition and Construction Fund. Moneys deposited in the 2012 Acquisition and Construction Account of the Acquisition and Construction Fund shall be used to pay Costs of the Project in the manner provided in Section 503 of the Indenture. Moneys remaining in the 2012 Acquisition and Construction Account after payments by the Trustee have been made pursuant to Section 503 of the Indenture and the Certificate of Completion has been delivered to the Trustee shall be transferred first to the Debt Service Reserve Fund to the extent necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement, second the Special Payment Account and on each applicable Interest Payment Date a pro rata portion thereof shall be transferred to the Principal Account and used to pay a portion of the Principal Installment and/or Sinking Account Installment, if any, due on such Interest Payment Date, unless otherwise provided in Section 503 of the Indenture.

Section 5.03. 2012 Costs of Issuance Account. The Trustee shall establish and maintain the following subaccounts within the 2012 Costs of Issuance Account, designated as the "2012A Costs of Issuance Subaccount" and the "2012B Costs of Issuance Subaccount." Moneys deposited in the 2012 Costs of Issuance Account shall be used to pay costs of issuance of the 2012 Bonds. Moneys contained in the 2012 Costs of Issuance Account twelve months after the date of issuance of the 2012 Bonds shall be transferred by the Trustee, at the Corporation's direction, to the Debt Service Fund and applied in accordance herewith.

Section 5.04. 2012A Earnings Account. Moneys deposited in the 2012A Earnings Account of the Debt Service Fund shall be transferred (i) to the 2012A Excess Earnings Account in the Excess Earnings Fund to the extent required by the 2012A Tax Certificate in accordance with written instructions to the Trustee by the County, (ii) to the Debt Service Reserve Fund to the extent the amount on deposit therein is less than the Debt Service Reserve Requirement, and

(iii) to the Interest Account of the Debt Service Fund; provided that all amounts deposited in the 2012A Excess Earnings Account shall be retained therein and applied to the purposes thereof, unless a Written Order of the County (to the extent permitted by the 2012A Tax Certificate) to the contrary is received by the Trustee from the County.

Section 5.05. 2012A Excess Earnings Account. Pursuant to the provisions of the 2012A Tax Certificate, the Corporation at the direction of the County shall determine what amounts must be deposited into the 2012A Excess Earnings Account in the Excess Earnings Fund to comply with Section 716 of the Indenture and the provisions of the 2012A Tax Certificate and, to the extent permitted by law, shall direct the Trustee to transfer such amounts from the 2012A Earnings Account to the 2012A Excess Earnings Account. All amounts initially deposited in the 2012A Excess Earnings Account and investment earnings thereon shall be retained therein until transferred in accordance herewith and with the 2012A Tax Certificate. Notwithstanding any other provisions hereof to the contrary, to the extent permitted by the 2012A Tax Certificate, any moneys contained in the 2012A Excess Earnings Account not required to be retained therein or paid to the federal government, as set forth in a Written Certificate of the County, shall be transferred (i) to the Debt Service Reserve Fund to the extent necessary to make the amount on deposit equal to the Debt Service Reserve Requirement, and (ii) to the Interest Account in the Debt Service Fund.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Continuing Disclosure. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate in accordance with its terms. Notwithstanding any other provision of the Indenture, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default under the Indenture. However, the Trustee, upon payment of its fees and expenses, including counsel fees, and receipt of indemnity satisfactory to it, at the request of any Underwriter (as defined in the Continuing Disclosure Certificate) or the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall, or any Owner or Beneficial Owner (as defined in the Continuing Disclosure Certificate) may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section 6.01.

Section 6.02. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Supplemental Indenture No. 8 on the part of the Corporation or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed several from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Supplemental Indenture No. 8.

Section 6.03. Validity of Multiple Copies. This Supplemental Indenture No. 8 may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

Section 6.04. Headings Not Binding. The headings in the Indenture and this Supplemental Indenture No. 8 are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Indenture or this Supplemental Indenture No. 8.

Section 6.05. Governing Law. The Indenture and this Supplemental Indenture No. 8 shall be interpreted, governed by and construed under the laws of the State of California as if executed and to be performed wholly within the State of California, subject to any more specific provisions contained in the Indenture or herein.

Section 6.06. Notices. All notices, directions or instructions as provided under the Indenture or this Supplemental Indenture No. 8 by any party to any other party shall be in writing and shall be sufficiently given and served upon the other party if delivered by hand directly to the offices named below or sent by United States registered mail or certified mail, return receipt requested, or first-class mail, postage prepaid and addressed as follows:

(a) if to the County, to the County Executive Officer, County of Riverside, County Administrative Center, 4080 Lemon Street, 4th Floor, Riverside, California 92501;

(b) if to the Corporation, to the President, County of Riverside Asset Leasing Corporation, County Administrative Center, 4080 Lemon Street, 4th Floor, Riverside, California 92501;

(c) if to the Trustee, to U.S. Bank National Association, 633 West Fifth Street, 24th Floor, Los Angeles, California 90071, Attention: Corporate Trust Services, Ref: Riverside 2012 A & B Hospital Bonds;

(d) if to Moody's, to Moody's Investors Service, 99 Church Street, New York, New York 10007;

(e) if to S&P, to Standard & Poor's Ratings Services, 55 Water Street, New York, New York 10041;

or to such other address or addresses as any party hereto may designate to the others by written notice. Any notice given under the Indenture or this Supplemental Indenture No. 8 by any party shall be given to all other parties.

Section 6.07. Mailing. Any provision in the Indenture or this Supplemental Indenture No. 8 for the mailing of a notice or other paper to Bond Owners shall be fully complied with if it is mailed postage prepaid only to each registered Owner of 2012 Bonds then Outstanding at its address, if any, appearing upon the Bond Register.

IN WITNESS WHEREOF, the Corporation has caused this Supplemental Indenture No. 8 to be executed by its President and Assistant Secretary and its corporate seal affixed, the County has caused this Supplemental Indenture No. 8 to be executed by its Chairman of the Board of Supervisors and attested by the Clerk of the Board of Supervisors and its seal affixed, and the Trustee has caused this Supplemental Indenture No. 8 to be executed by its duly authorized officer, all as of the day and year first above written.

COUNTY OF RIVERSIDE ASSET
LEASING CORPORATION

By: _____
Harold Trubo, President

By: _____
Christopher Hans, Assistant Secretary

[SEAL]

COUNTY OF RIVERSIDE

By: _____
John F. Tavaglione, Chairman of the
Board of Supervisors

ATTEST:

By: _____
Kecia Harper-Ihem, Clerk of the
Board of Supervisors

[SEAL]

U.S. BANK NATIONAL ASSOCIATION

By: _____
Authorized Officer

EXHIBIT A-1

**COUNTY OF RIVERSIDE ASSET LEASING CORPORATION
LEASE REVENUE BONDS, 2012 SERIES A
(COUNTY OF RIVERSIDE CAPITAL PROJECTS)**

2012 Series A Bond
(Form of Bond)

\$ _____

No. _____

Interest Rate

Maturity Date

Dated Date

CUSIP

Registered Owner _____

Principal Amount _____

COUNTY OF RIVERSIDE ASSET LEASING CORPORATION (herein called the "Corporation"), a nonprofit public benefit corporation established pursuant to the laws of the State of California, acknowledges itself indebted to, and for value received hereby promises to pay to the registered Owner identified above or registered assigns, on the maturity date specified above, but solely from the funds pledged therefor, by check or draft, upon presentation and surrender of this bond at the Corporate Trust Office (as defined in the Indenture) of U.S. Bank National Association, as trustee (the "Trustee") or its duly appointed successor, the principal amount specified above in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, together with interest thereon from the Interest Payment Date next preceding the date of authentication hereof (unless the date of authentication hereof is on or before the first Record Date for the respective Bonds, in which event from the date of the original issuance, or unless the date of authentication is an interest payment date, in which event from the date of authentication hereof) until the principal hereof shall have been paid, or provided for, in accordance with the Indenture hereinafter referred to, at the interest rate per annum specified above, payable on June 1 and December 1 in each year, commencing June 1, 20___, until the Corporation's obligation with respect to the payment of such principal sum shall be discharged.

Amounts due hereunder in respect of principal are payable in lawful money of the United States of America at the Corporate Trust Office of U.S. Bank National Association, as trustee (the "Trustee") (or any successor thereto), upon surrender of this 2012A Bond. Amounts representing interest are payable by check or draft mailed by first-class mail to the Owner of this 2012A Bond at such Owner's address as it appears on the Bond register maintained by the Trustee (or at such other address as is furnished to the Trustee in writing by the Owner) as of the close of business on the Record Date (hereinafter defined); provided that in the case of an Owner of \$1,000,000 or more in aggregate principal amount of 2012A Bonds, upon written request

received by the Trustee prior to the Record Date, interest payments shall be made by wire transfer of immediately available funds. Payments of defaulted interest, if any, with respect to this 2012A Bond shall be paid by check or draft to the registered Owner of this 2012A Bond as of a special record date to be fixed by the Trustee, notice of which special record date shall be given to the Owner of this 2012A Bond not less than 10 days prior thereto.

This bond is one of a duly authorized issue of bonds of the Corporation designated as its "County of Riverside Asset Leasing Corporation Lease Revenue Bonds, 2012 Series A (County of Riverside Capital Projects)" (herein called the "2012A Bonds"), in the aggregate principal amount of \$ _____. Concurrently with the issuance of the 2012A Bonds the Corporation is authorizing and issuing its "County of Riverside Asset Leasing Corporation Lease Revenue Bonds, 2012 Taxable Series B (County of Riverside Capital Projects)" (herein called the "2012B Bonds"), in the aggregate principal amount of \$ _____ (the 2012A Bonds and 2012B Bonds are collectively referred to herein as the "2012 Bonds"). The 2012 Bonds are issued under and are equally and ratably secured and entitled to the protection given by the Indenture of Trust dated as of July 1, 1989, as modified and amended by a Supplemental Indenture of Trust No. 1 dated as of July 1, 1989, as modified and amended by a Supplemental Indenture of Trust No. 2 dated as of January 1, 1993, as modified and amended by a Supplemental Indenture of Trust No. 3 dated as of January 1, 1993, as modified and amended by a Supplemental Indenture of Trust No. 4 dated as of February 1, 1997, as modified and amended by a Supplemental Indenture of Trust No. 5 dated as of August 1, 1997, as modified and amended by a Supplemental Indenture of Trust No. 6 dated as of December 1, 1997, as modified and amended by a Supplemental Indenture of Trust No. 7 dated as of January 1, 2003, and as modified and amended by a Supplemental Indenture of Trust No. 8 dated as of May 1, 2012 (as amended and supplemented, the "Indenture") by and among the Corporation, the County of Riverside (the "County") and the Trustee, authorizing the issuance of the 2012 Bonds. Copies of the Indenture are on file at the office of the Corporation and at the Corporate Trust Office of the Trustee and reference is hereby made to the Indenture and to all amendments and supplements thereto for a description of the provisions with respect to the nature and extent of the security, the rights, duties and obligations of the Corporation, the Trustee and the Owners of the 2012 Bonds, and the terms upon which the 2012 Bonds are or may be issued and secured under the Indenture, the rights and remedies of the owners of the 2012 Bonds with respect thereto, the limitations on such rights and remedies and the terms and conditions upon which the 2012 Bonds are issued and may be issued thereunder.

Pursuant to the Indenture, the Corporation previously issued its "County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds, 1989 Series A (County of Riverside Hospital Project)," its "County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds, 1993 Series A (County of Riverside Hospital Project)," its "County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds, 1993 Series B (County of Riverside Hospital Project)," its "County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds, 1997 Series A (County of Riverside Hospital Project)," its "County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds, 1997 Series B (County of Riverside Hospital Project) (herein called the "1997B Bonds")," its "County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds, 1997 Series C (County of Riverside Hospital Project)," its "County of Riverside Asset Leasing Corporation Leasehold Revenue Bonds, 2003 Series A (County of Riverside Hospital Project)," and its "County of Riverside Asset Leasing Corporation Leasehold

Revenue Bonds, 2003 Taxable Series B (County of Riverside Hospital Project), all to finance or refinance the acquisition, construction, equipping and installation of certain health facilities (the "Project"). Pursuant to a Lease and Option to Purchase, as amended, and an Equipment Lease, as amended and restated, by and between the Corporation and the County, the Corporation has leased the Project to the County. The proceeds from the sale of the 2012 Bonds are to be used to provide funds to refund a portion of the 1997B Bonds and provide additional funds for the completion of the Project.

The 2012A Bonds maturing on or before June 1, _____ are not subject to redemption prior to maturity. The 2012A Bonds maturing after June 1, _____ are subject to redemption, except as provided in the Indenture, on or after June 1, _____, at the option of the Corporation, upon the direction of the County, in whole or in part, on any day at a redemption price equal to the principal amount of the Series 2012A Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

Notwithstanding the preceding sentence, in the event of a deposit of funds into the Prepayment Account by virtue of the provisions of paragraph (ii) of subsection (a) of Section 713 of the Indenture or subsection (d) of Section 713 of the Indenture, the Trustee shall provide for the call and redemption of 2012 Bonds, including the 2012A Bonds, at the principal amount thereof plus interest accrued thereon to the date specified for such redemption, without premium, on the next Interest Payment Date occurring more than 45 days after the date of such deposit.

The 2012 Bonds of each maturity Outstanding on the date immediately preceding the date set for such redemption shall be redeemed in amounts so as to reduce the Debt Service relating to such Bonds scheduled to be paid in each year by an amount which is as equal as practicable for each other such year. Moneys remaining in the Interest Account or Principal Account following such Interest Payment Date, if any, shall be paid immediately to the County.

The 2012A Bonds maturing on June 1, _____ are subject to mandatory redemption prior to maturity date on June 1, _____ and each June 1 thereafter, in part solely from Sinking Account Installments, upon mailed notice as provided in the Indenture and herein, at the principal amount thereof plus interest accrued thereon to the date of redemption, without premium, in the following amounts and on the following dates:

Maturity Date (June 1)	Principal Amount
-----------------------------------	-----------------------------

†

† Final Maturity

The 2012A Bonds are payable upon redemption at the above-mentioned office of the Trustee. Notice of redemption, setting forth the place of payment, shall be mailed to all registered Owners of 2012A Bonds subject to such redemption not less than 30 days nor more than 60 days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Indenture. If notice of redemption shall have been mailed as aforesaid, the 2012A Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, moneys for the redemption of all the 2012A Bonds and portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such 2012A Bonds or portions thereof so called for redemption shall cease to accrue and be payable. However, the failure of any registered Owner of a 2012A Bond to receive said notice shall not affect the validity of the 2012A for the redemption of said 2012A Bonds. Following the mailing of such notice of redemption or partial redemption, the Bond Registrar shall not transfer any 2012A Bond selected for such redemption or partial redemption and no such transfer shall be effected upon the books of the Corporation kept for such purposes.

As provided in the Indenture, Bonds of the Corporation may be issued from time to time pursuant to Supplemental Indentures in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided. The aggregate principal amount of Bonds which may be issued under the Indenture is not limited except as provided in the Indenture or as may be limited by law, and all Bonds issued and to be issued under the Indenture are and will be equally secured by the pledge and assignment and covenants made therein, except as otherwise expressly provided or permitted in the Indenture.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture, or any indenture amendatory thereof or supplemental thereto, may be modified or amended by the Corporation with the written consent of the registered owners of at least sixty percent in principal amount of the Bonds then Outstanding under the Indenture, and, in case less than all of the Bonds would be affected thereby, with such consent of the owners of at least sixty percent in principal amount of the Bonds so affected then Outstanding under the Indenture, and, in case such modification or amendment would change the terms of any sinking account installment, with the written consent of the owners of at least sixty percent in principal amount of the Bonds of the particular maturity entitled to such sinking account installment then Outstanding; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like maturity remain Outstanding under the Indenture, the consent of the owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of the calculation of Outstanding Bonds. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or redemption price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

The 2012A Bonds are issuable in the form of registered bonds in the denominations of \$5,000 or any integral multiples of \$5,000. The Owner of any 2012A Bond may surrender the

same, at the above-mentioned Corporate Trust Office of the Trustee, in exchange for an equal aggregate principal amount of 2012A Bonds of any authorized denominations, in the manner, subject to the conditions and upon the payment of the charges provided in the Indenture.

This 2012A Bond is transferable, as provided in the Indenture, only upon the books of the Corporation kept for that purpose at the Corporate Trust Office of the Trustee, by the registered Owner hereof in person, or by its duly authorized attorney, upon surrender of this 2012A Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or its duly authorized attorney. Thereupon, a new 2012A Bond in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Corporation and Trustee may deem and treat the person in whose name this 2012A Bond is registered as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The State of California has pledged to the holder hereof that, pursuant to the terms of Section 14085.5 of the State of California Welfare and Institutions Code: "The state shall pledge to, and agree with, the holders of any revenue bonds issued to finance projects qualifying under this section that until debt service on the revenue bonds is fully paid or until the supplemental rate is no longer required as provided in this section, the state will not limit or alter the rights vested in the hospital to receive supplemental reimbursement pursuant to this section. The state shall pledge, and the hospital shall, as a condition of encumbering supplemental reimbursement payments received pursuant to this section, pledge that supplemental reimbursement payments shall be used for the payment of debt service on the revenue bonds. The hospital shall include its pledge and the agreement with the state in any agreement with the holders of the revenue bonds." Such pledge of the State is enforceable to the extent there are appropriations available for the purpose of making supplemental reimbursement payments and all obligations of the State or the Department of Health Services to make supplemental reimbursement to the County are subject to enactment of annual appropriations therefor through the normal State budget process.

The principal of, and premium, if any, and interest on, this 2012A Bond and the issue of which this 2012A Bond is one are payable solely from the funds provided for and specified in the Indenture and neither the State of California, the County of Riverside nor any public agency or political subdivision thereof (other than the Corporation) is obligated to pay the principal of, or premium, if any, or interest on, this 2012A Bond. Neither the faith and credit nor the taxing power of the State of California, the County of Riverside nor any public agency or political subdivision thereof is pledged to the payment of the principal of, or premium, if any, or interest on, this 2012A Bond. The Corporation has no taxing power. Neither the members of the Board of Directors of the Corporation nor any officer or employee of the Corporation shall be individually liable on the 2012A Bonds or in respect of any undertakings by the Corporation under the Indenture.

The registered Owner hereof shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the

2012 Bonds, including the 2012A Bonds, issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

It is hereby certified and recited that all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this 2012A Bond, exist, have happened and have been performed and that the issue of 2012A Bonds of which this is one, together with all other indebtedness of the Corporation, complies in all respects with the applicable laws of the State of California.

This 2012A Bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until the certificate of authentication hereof shall have been manually signed by the Trustee.

[Remainder of Page Intentionally Left Blank]

[FORM OF CERTIFICATE OF AUTHENTICATION ON 2012A BONDS]

IN WITNESS WHEREOF, THE COUNTY OF RIVERSIDE ASSET LEASING CORPORATION has caused this 2012A to be signed in its name and on its behalf by the manual or facsimile signature of its President and its seal (or a facsimile thereof) to be hereto affixed, imprinted, engraved or otherwise reproduced and attested by the manual or facsimile of its Assistant Secretary, as of the ___ day of May, 2012.

COUNTY OF RIVERSIDE ASSET
LEASING CORPORATION

By _____
President

[SEAL]

ATTEST:

By _____
Assistant Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This 2012A Bond is one of the 2012A Bonds delivered pursuant to the within mentioned Indenture.

Dated: May __, 2012

U.S. Bank National Association,
as Trustee

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT ON ALL 2012A BONDS]
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ (please insert name and social security or other identifying number of assignee) this 2012A Bond of the COUNTY OF RIVERSIDE ASSET LEASING CORPORATION, and does hereby irrevocably constitute and appoint _____ attorney.

Dated: _____

Signature(s)

Signature Guarantee: _____

NOTE: Signature(s) must be guaranteed by an eligible guarantor institution.

NOTE: The signature(s) to this Assignment must correspond with the name(s) of the registered owner(s) as written on the face of this Bond in every particular without alteration, enlargement or any change whatever.