

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

872



**FROM:** Executive Office

**SUBMITTAL DATE:**  
June 6, 2013

**SUBJECT:** Substitution of Real Property Relating to the County of Riverside's Certificates of Participation, 2007 Series A (Public Safety Communication and Refunding Projects)

**RECOMMENDED MOTION:** That Resolution 2013-134 authorizing and approving the substitution of one parcel of property for another through a Second Amendment to Site and Facilities Lease, Second Amendment to Sublease and Option to Purchase and a Second Amendment to Assignment Agreement relating to the County of Riverside Certificates of Participation, 2007 series B (Public Safety Communication and Refunding Projects) be approved.

**BACKGROUND:** On May 14, 2013 the Board of Supervisors approved a separate financing (2013 financing) to remodel the building located at 4075 Main Street, Riverside. This building will be occupied by the Public Defender's office and Probation. In 2007, this building was used as collateral for the financing of the Public Safety Communication and Refunding Projects (2007 financing). To complete the 2013 financing the building must be released from the 2007 financing. To accomplish this, the Indio Mental Health Clinic facilities located at 47-915, 815, & 923 Oasis Street, Indio and the Myers Mental Health facilities located at 3075 & 3125 Myers Street, Riverside will be used as substitute collateral. Resolution 2013-134 accomplishes the substitution.

*Stephanie Persi*  
Stephanie Persi  
Senior Management Analyst

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013-14

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

**C.E.O. RECOMMENDATION:** **APPROVE**  
BY: *Ivan M. Chand* 6/11/2013  
Ivan M. Chand  
**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: June 18, 2013  
xc: E.O. 5013 7/11/11 BW 3: 0P

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

Prev. Agn. Ref.: 3.141 7/31/2007; District: All Agenda Number:  
3-7 5/14/13

ATTACHMENTS FILED

3-3

FORM APPROVED COUNTY COUNSEL  
BY: Dale A Gardner 6/6/13 DATE  
Departmental Concurrence  
Dept' Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy

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**RESOLUTION NO. 2013-134**

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AUTHORIZING AND APPROVING THE SUBSTITUTION OF REAL PROPERTY RELATING TO THE COUNTY'S CERTIFICATES OF PARTICIPATION, 2007 SERIES A (PUBLIC SAFETY COMMUNICATION AND REFUNDING PROJECTS) AND AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENTS TO DOCUMENTS RELATED THERETO AND APPROVING ADDITIONAL ACTIONS WITH RESPECT THERETO

WHEREAS, the County of Riverside (the "County"), the County of Riverside Asset Leasing Corporation (the "Corporation") and Wells Fargo Bank, National Association, as trustee (the "Trustee") have entered into a Trust Agreement (Public Safety Communication and Refunding Projects 2007 Series A and 2007 Series B), dated as of August 1, 2007 (the "Trust Agreement"), pursuant to which the County provided for the execution and delivery by the Trustee of \$73,775,000 original aggregate principal amount of County of Riverside Certificates of Participation, 2007 Series A (Public Safety Communication and Refunding Projects) (the "2007 Series A Certificates"), \$49,280,000 of which are currently outstanding, and \$37,350,000 original aggregate principal amount of County of Riverside Certificates of Participation, 2007 Series B (Public Safety Communication and Refunding Projects) (the "2007 Series B Certificates" and, together with the 2007 Series A Certificates, the "2007 Certificates"); and

WHEREAS, the proceeds of the 2007 Certificates were used by the County to, among other things, pay the costs of acquisition, construction, installation and delivery of an 800 MHz public safety radio communication system for the County (the "Project"); and

WHEREAS, in connection with the financing of the Project and the issuance of the 2007 Certificates, the County and the Corporation entered into: (i) a Site and Facilities Lease (Public Safety Communication and Refunding Projects 2007 Series A and 2007 Series B), dated as of August 1, 2007 (the "Original Site Lease") pursuant to which the County leased to the Corporation real property, buildings and improvements (collectively, the "Original Leased Premises") and (ii) a Sublease and Option to Purchase (Public Safety Communication and Refunding Projects 2007 Series A and 2007 Series B), dated as of August 1, 2007 (the "Original Sublease"), pursuant to which the Corporation subleased the Original Leased Premises to the County in consideration for which the County agreed to make base rental payments ("Base Rental") and additional rental payments; and

FORM APPROVED COUNTY COUNSEL  
BY Dale A. Gardner 6/10/13  
DATE  
DALE A. GARDNER

1           WHEREAS, the Corporation assigned and transferred certain of its rights, title and interests  
2 in and to the Original Sublease to the Trustee pursuant to an Assignment Agreement (Public Safety  
3 Communication and Refunding Projects 2007 Series A and 2007 Series B), dated as of August 1,  
4 2007 (the "Original Assignment Agreement"); and  
5

6           WHEREAS, the County issued its Certificates of Participation (2009 Public Safety  
7 Communication and Woodcrest Library Projects Refunding) (the "2009 Certificates") to, among other  
8 things, refund the 2007 Series B Certificates; and  
9

10           WHEREAS, in connection with the refunding of the 2007 Series B Certificates and the  
11 issuance of the 2009 Certificates, the County and the Corporation released certain of the Original  
12 Leased Premises (the "2009 Released Property;" and the Original Leased Premises excluding the  
13 2009 Released Property are collectively referred to herein as the "Leased Premises") from the  
14 Original Site Lease, the Original Sublease and the Original Assignment Agreement to serve as  
15 security for the 2009 Certificates by entering into a First Amendment to Site and Facilities Lease  
16 (Public Safety Communication and Refunding Projects 2007 Series A), dated as of December 1,  
17 2009, a First Amendment to Sublease and Option to Purchase (Public Safety Communication and  
18 Refunding Projects 2007 Series A), dated as of December 1, 2009, and a First Amendment to  
19 Assignment Agreement (Public Safety Communication and Refunding Projects 2007 Series A), dated  
20 as of December 1, 2009; and  
21

22           WHEREAS, in connection with a separate financing for the District Attorney Building, the  
23 County and the Corporation now desire to release the District Attorney Building from the Leased  
24 Premises and substitute therefor one or more other real properties (the "Substitution") and propose to  
25 enter into a Second Amendment to Site and Facilities Lease (Public Safety Communication and  
26 Refunding Projects 2007 Series A) (the "Second Amendment to Site Lease") and a Second Amendment  
27 to Sublease and Option to Purchase (Public Safety Communication and Refunding Projects 2007 Series  
28 A) (the "Second Amendment to Sublease"); and

          WHEREAS, the Corporation and the Trustee will enter into a Second Amendment to  
Assignment Agreement (Public Safety Communication and Refunding Projects 2007 Series A) to  
effectuate the Substitution; and

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

3           NOW, THEREFORE, the Board of Supervisors of the County of Riverside does hereby  
4 resolve, determine and order as follows:

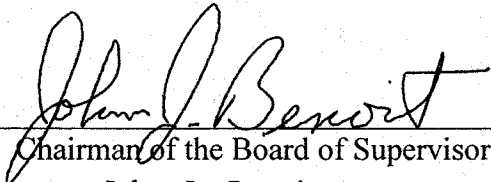
5           Section 1. The proposed form of the Second Amendment to Site Lease, by and between the  
6 County and Corporation, and in substantially the form on file with the Clerk of the Board, is hereby  
7 approved. The Chairman of the Board, the County Executive Officer, the County Finance Director,  
8 the County Deputy Executive Officer and any other authorized officers of the County acting on behalf  
9 of the Chairman and the County Executive Officer (each an "Authorized Representative" and,  
10 collectively, the "Authorized Representatives") are, and each of them acting alone is, hereby  
11 authorized and directed, for and in the name of and on behalf of the County, to execute and deliver  
12 the Second Amendment to Site Lease in substantially the form on file with the Clerk of the Board,  
13 with such changes therein as such Authorized Representative executing and delivering such document  
14 may require or approve, such requirement or approval to be conclusively evidenced by the execution  
15 and delivery thereof.

16           Section 2. The proposed form of the Second Amendment to Sublease, by and between the  
17 Corporation and the County, and in substantially the form on file with the Clerk of the Board, is  
18 hereby approved. The Authorized Representatives are, and each of them acting alone is, hereby  
19 authorized and directed, for and in the name of and on behalf of the County, to execute and deliver  
20 the Second Amendment to Sublease in substantially the form on file with the Clerk of the Board, with  
21 such changes therein as such Authorized Representative executing and delivering such document may  
22 require or approve, such requirement or approval to be conclusively evidenced by the execution and  
23 delivery thereof.

24           Section 3. The Authorized Representatives are, and each of them acting alone is, authorized  
25 and directed to take any and all such actions, including selection of one or more real properties for the  
26 Substitution, and to execute any and all such documents or agreements to clean up title relating to the  
27 Substitution and as may be necessary or desirable to effectuate the Substitution and the purposes of  
28 this Resolution.

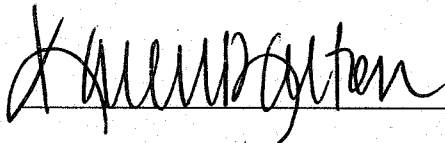
1           Section 4. The County Clerk shall certify to the passage of this Resolution, shall transmit a  
2 copy hereof to the Corporation, and shall cause the action of the Board of Supervisors in adopting the  
3 same to be entered in the official minutes of this Board of Supervisors.  
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2 **PASSED and ADOPTED** by the Board of Supervisors of the County of Riverside on the  
3 18th day of June, 2013.

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6 Chairman of the Board of Supervisors  
7 John J. Benoit

8 (SEAL)

9  
10 ATTEST:

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14 Deputy  
15 Clerk of the Board of Supervisors  
16 Kecia Harper-Ihem  
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CERTIFICATE OF CLERK

I, Kecia Harper-Ihem, Clerk of the Board of Supervisors of the County of Riverside, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Supervisors of the County of Riverside duly and regularly held at the regular meeting place thereof on June 18, 2013, of which meeting all of the members of said Board had due notice.

AYES: Supervisors Jeffries, Tavaglione, Stone, Benoit and Ashley

NAYS: Supervisors None

ABSENT: Supervisors None

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

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

WITNESS my hand and the seal of the County of Riverside this 18th day of June, 2013.

[Handwritten Signature] Deputy
Clerk of the Board of Supervisors
Kecia Harper-Ihem

[SEAL]

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.
KECIA HARPER-IHEM Clerk of said Board
By \_\_\_\_\_ Deputy

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )  
 )  
NIXON PEABODY LLP )  
555 West Fifth Street )  
46<sup>th</sup> Floor )  
Los Angeles, California 90013 )  
 )  
Attention: Rudy S. Salo, Esq. )

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(Space above for Recorder's Use)

**SECOND AMENDMENT TO  
SITE AND FACILITIES LEASE**

**(Public Safety Communication and Refunding Projects 2007 Series A)**

Dated as of June 1, 2013

by and between

**COUNTY OF RIVERSIDE**

and

**COUNTY OF RIVERSIDE ASSET LEASING CORPORATION**

NO DOCUMENTARY TRANSFER TAX DUE

This Second Amendment to Site and Facilities Lease is exempt pursuant to  
Section 6103 of the California Government Code.



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**SECOND AMENDMENT TO  
SITE AND FACILITIES LEASE**

This SECOND AMENDMENT TO SITE AND FACILITIES LEASE (Public Safety Communication and Refunding Projects 2007 Series A), dated as of May 1, 2013 (this "**Amendment**"), by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (the "**County**"), and the COUNTY OF RIVERSIDE ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "**Corporation**"), amends the Site and Facilities Lease (Public Safety Communication and Refunding Projects 2007 Series A and Series B), dated as of August 1, 2007 (the "**Original Site Lease**"), and recorded in the offices of the Riverside County Recorder as Document Number 2007-0539173 on August 21, 2007, as amended and supplemented by the First Amendment to Site and Facilities Lease (Public Safety Communication and Refunding Projects 2007 Series A), dated as of December 1, 2009 (the "**First Amendment to Site Lease**," and together with the Original Site Lease, the "**Site Lease**"), and recorded in the offices of the Riverside County Recorder as Document Number 2009-0633166 on December 9, 2009, each by and between the County and the Corporation.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Original Site Lease, the County has leased to the Corporation certain real property located in the County, together with the buildings and improvements thereon owned by the County, as more particularly described in Exhibit A attached thereto (collectively, the "**Original Leased Premises**"); and

WHEREAS, the County has subleased the Original Leased Premises from the Corporation pursuant to the Sublease and Option to Purchase (Public Safety Communication and Refunding Projects 2007 Series A and Series B), dated as of August 1, 2007 (the "**Original Sublease**"), by and between the Corporation and the County; and

WHEREAS, the County is authorized pursuant to the laws of the State of California to enter into leases and subleases; and

WHEREAS, pursuant to the Assignment Agreement (Public Safety Communication and Refunding Projects 2007 Series A and Series B), dated as of August 1, 2007 (the "**Original Assignment Agreement**"), by and between the Corporation and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"), the Corporation has transferred all its rights, title and interests (excluding its rights to indemnification and payment or reimbursement of its costs and expenses) in and to the Original Site Lease and the Original Sublease to the Trustee for the benefit of the owners, from time to time, of the \$73,775,000 aggregate principal amount of County of Riverside Certificates of Participation, 2007 Series A (Public Safety Communication and Refunding Projects) (the "**2007 Series A Certificates**") and \$37,350,000 aggregate principal amount of County of Riverside Certificates of Participation, 2007 Series B (Public Safety Communication and Refunding Projects) (the "**2007 Series B Certificates**") that were executed and delivered by the Trustee pursuant to a Trust Agreement, dated as of August 1, 2007, as supplemented and amended (the "**Trust Agreement**"), by and among the Trustee, the County and the Corporation; and

WHEREAS, the County issued its Certificates of Participation (2009 Public Safety Communication and Woodcrest Library Projects Refunding) (the “**2009 Certificates**”) to, among other things, refund the 2007 Series B Certificates; and

WHEREAS, in connection with the refunding of the 2007 Series B Certificates and the issuance of the 2009 Certificates, the County and the Corporation released certain of the Original Leased Premises (the “**2009 Released Property**,” and the Original Leased Premises excluding the 2009 Released Property are collectively referred to herein as the “**Leased Premises**”) from the Original Site Lease, the Original Sublease, and the Original Assignment Agreement to serve as security for the 2009 Certificates by entering into the First Amendment to Site Lease, a First Amendment to Sublease and Option to Purchase (Public Safety Communication and Refunding Projects 2007 Series A), dated as of December 1, 2009 (the “**First Amendment to Sublease**,” and together with the Original Sublease, the “**Sublease**”), and a First Amendment to Assignment Agreement (Public Safety Communication and Refunding Projects 2007 Series A), dated as of December 1, 2009 (the “**First Amendment to Assignment Agreement**,” and together with the Original Assignment Agreement, the “**Assignment Agreement**”); and

WHEREAS, the County and the Corporation desire to release the District Attorney Building (“**Property A**”) from the Leased Premises and substitute therefor the real properties described in Exhibit B hereto (collectively, “**Property B**”); and

WHEREAS, the County and Corporation desire to enter into this Amendment to amend the description of the Leased Premises in the Site Lease; and

WHEREAS, the Site Lease may be amended in accordance with and as permitted by Section 6.02 of the Trust Agreement and Section 18 of the Original Site Lease; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Amendment, including but not limited to the conditions set forth in Section 6.02 of the Trust Agreement and Section 18 of the Original Site Lease, do exist, have happened and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Amendment.

That in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

**Section 1. Definitions.** All capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement.

**Section 2. Amendment to the Site Lease.**

**2.1 Release of Property A.** Property A described in Exhibit A attached hereto is hereby released from the Site Lease. The Site Lease is terminated and shall no longer have any force or effect with respect to Property A.

**2.2 Substitution of Property B.** Property B described in Exhibit B attached hereto is hereby made subject to the Site Lease. The Site Lease shall commence and be in full force and effect with respect to Property B.

**Section 3. Partial Invalidity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Amendment shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Amendment shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 4. Survival of Site Lease.** Except as otherwise amended hereby, the Site Lease shall remain in full force and effect.

**Section 5. Governing Law.** This Amendment shall be construed and governed in accordance with the laws of the State of California.

**Section 6. Execution in Counterparts.** This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]

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

**COUNTY OF RIVERSIDE**

By: Christopher Hans  
Christopher Hans  
Chief Deputy County Executive  
Officer

ATTEST:

By: [Signature]  
Clerk of the Board

**COUNTY OF RIVERSIDE ASSET  
LEASING CORPORATION**

By: Harold Trubo  
Harold Trubo  
President

ATTEST:

By: Christopher Hans  
Name: Christopher Hans  
Title: Assistant Secretary

Consented to pursuant to the Trust Agreement:

**AMBAC ASSURANCE  
CORPORATION**

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

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Grace Yang  
Vice President

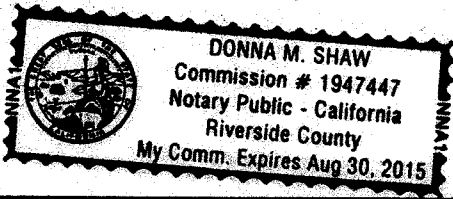
**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF RIVERSIDE )

On June 12, 2013 before me, Donna M. Shaw, a Notary Public in and for said State, personally appeared Christopher Hans and Harold Trubo, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Donna M. Shaw

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )  
 )  
NIXON PEABODY LLP )  
555 West Fifth Street )  
46<sup>th</sup> Floor )  
Los Angeles, California 90013 )  
 )  
Attention: Rudy S. Salo, Esq. )

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(Space above for Recorder's Use)

**SECOND AMENDMENT TO SUBLEASE AND OPTION TO PURCHASE**

**(Public Safety Communication and Refunding Projects 2007 Series A)**

Dated as of June 1, 2013

by and between

**COUNTY OF RIVERSIDE ASSET LEASING CORPORATION**

and

**COUNTY OF RIVERSIDE**

NO DOCUMENTARY TRANSFER TAX DUE

This Second Amendment to Sublease and Option to Purchase is exempt pursuant to Section 6103 of the California Government Code.

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## SECOND AMENDMENT TO SUBLEASE AND OPTION TO PURCHASE

This SECOND AMENDMENT TO SUBLEASE AND OPTION TO PURCHASE (Public Safety Communication and Refunding Projects 2007 Series A), dated as of May 1, 2013 (this "**Amendment**"), by and between the COUNTY OF RIVERSIDE ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "**Corporation**"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (the "**County**") amends the Sublease and Option to Purchase (Public Safety Communication and Refunding Projects 2007 Series A and Series B), dated as of August 1, 2007 (the "**Original Sublease**"), and recorded in the offices of the Riverside County Recorder as Document Number 2007-0539174 on August 21, 2007, as amended and supplemented by the First Amendment to Sublease and Option to Purchase (Public Safety Communication and Refunding Projects 2007 Series A), dated as of December 1, 2009 (the "**First Amendment to Sublease**," and together with the Original Sublease, the "**Sublease**"), and recorded in the offices of the Riverside County Recorder as Document Number 2009-0633167 on December 9, 2009, each by and between the Corporation and the County.

### WITNESSETH:

WHEREAS, the County owns the real property, buildings and improvements further described in Exhibit A of the Original Sublease (collectively, the "**Original Leased Premises**"), and the County has leased the Original Leased Premises to the Corporation pursuant to the Site and Facilities Lease (Public Safety Communication and Refunding Projects 2007 Series A and Series B), dated as of August 1, 2007 (the "**Original Site Lease**"), as amended and supplemented by the First Amendment to Site and Facilities Lease (Public Safety Communication and Refunding Projects 2007 Series A), dated as of December 1, 2009 (the "**First Amendment to Site Lease**," and together with the Original Site Lease, the "**Site Lease**"), each by and between the County and the Corporation; and

WHEREAS, the County has subleased the Original Leased Premises from the Corporation pursuant to the Original Sublease; and

WHEREAS, the County is authorized pursuant to the laws of the State of California to enter into leases and subleases; and

WHEREAS, pursuant to the Assignment Agreement (Public Safety Communication and Refunding Projects 2007 Series A and Series B), dated as of August 1, 2007 (the "**Original Assignment Agreement**"), by and between the Corporation and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"), the Corporation has transferred all its rights, title and interests (excluding its rights to indemnification and payment or reimbursement of its costs and expenses) in and to the Original Site Lease and the Original Sublease to the Trustee for the benefit of the owners, from time to time, of the \$73,775,000 aggregate principal amount of County of Riverside Certificates of Participation, 2007 Series A (Public Safety Communication and Refunding Projects) (the "**2007 Series A Certificates**") and \$37,350,000 aggregate principal amount of County of Riverside Certificates of Participation, 2007 Series B (Public Safety Communication and Refunding Projects) (the "**2007 Series B Certificates**") that were executed and delivered by the Trustee pursuant to a Trust Agreement, dated as of August 1,

2007, as supplemented and amended (the "**Trust Agreement**"), by and among the Trustee, the County and the Corporation; and

WHEREAS, the County issued its Certificates of Participation (2009 Public Safety Communication and Woodcrest Library Projects Refunding) (the "**2009 Certificates**") to, among other things, refund the 2007 Series B Certificates; and

WHEREAS, in connection with the refunding of the 2007 Series B Certificates and the issuance of the 2009 Certificates, the County and the Corporation released certain of the Original Leased Premises (the "**2009 Released Property**;" and the Original Leased Premises excluding the 2009 Released Property are collectively referred to herein as the "**Leased Premises**") from the Original Site Lease, the Original Sublease and the Original Assignment Agreement to serve as security for the 2009 Certificates by entering into the First Amendment to Site Lease, the First Amendment to Sublease, and a First Amendment to Assignment Agreement (Public Safety Communication and Refunding Projects 2007 Series A), dated as of December 1, 2009 (the "**First Amendment to Assignment Agreement**," and together with the Original Assignment Agreement, the "**Assignment Agreement**"); and

WHEREAS, the County and the Corporation desire to release the District Attorney Building ("**Property A**") from the Leased Premises and substitute therefor the real property described in Exhibit B hereto ("**Property B**"); and

WHEREAS, the County and Corporation desire to enter into this Amendment to amend the description of the Leased Premises in the Sublease and provide a revised Base Rental Schedule for the Outstanding 2007 Series A Certificates; and

WHEREAS, the Sublease may be amended in accordance with and as permitted by Section 6.02 of the Trust Agreement and Section 19 of the Original Sublease and the Sublease permits the substitution of any Leased Premises subject to the terms of Section 2.2 of the Original Sublease and Section 3.09 of the Trust Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Amendment do exist, including but not limited to the conditions set forth in the Trust Agreement and the Sublease, have happened and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Amendment.

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

## **SECTION 1. AMENDMENTS TO SUBLEASE**

**1.1 Release of Property A.** Property A described in Exhibit A attached hereto is hereby released from the Sublease. The Sublease is terminated and shall no longer have any force or effect with respect to Property A.

**1.2 Substitution of Property B.** Property B described in Exhibit B attached hereto is hereby made subject to the Sublease. The Sublease shall commence and be in full force and effect with respect to Property B.

**1.3 Exhibit C.** Exhibit B to the Sublease is hereby amended by deleting Exhibit B in its entirety and substituting the attached Exhibit C therefor.

## **SECTION 2. PARTIAL INVALIDITY**

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

## **SECTION 3. SURVIVAL OF SUBLEASE**

Except as otherwise amended hereby, the Sublease shall remain in full force and effect.

## **SECTION 4. MISCELLANEOUS**

**4.1 Defined Terms.** Capitalized terms used in this Amendment shall have the meanings ascribed to them in the Sublease unless otherwise defined herein. In the event of any conflict between the provisions of this Amendment and the provisions of the Sublease, the provisions of the Sublease shall control.

**4.2 Execution in Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

**4.3 Headings.** Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

**4.4 Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of California.

[Remainder of page intentionally left blank]

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

**COUNTY OF RIVERSIDE**

By: Christopher Hans  
Christopher Hans  
Chief Deputy County Executive  
Officer

ATTEST:

By: Kenneth Chen  
Clerk of the Board

**COUNTY OF RIVERSIDE ASSET  
LEASING CORPORATION**

By: Harold Trubo  
Harold Trubo  
President

ATTEST:

By: Christopher Hans  
Name: Christopher Hans  
Title: Assistant Secretary

Consented to pursuant to the Trust Agreement:

**AMBAC ASSURANCE  
CORPORATION**

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

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Grace Yang  
Vice President

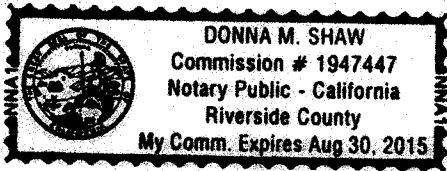
**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF RIVERSIDE )

On June 12, 2013 before me, Donna M. Shaw, a Notary Public in and for said State, personally appeared Christopher Hans and Harold Trubo, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



*Donna M. Shaw*

RECORDING REQUESTED BY AND )  
WHEN RECORDED MAIL TO: )  
 )  
NIXON PEABODY LLP )  
555 West Fifth Street )  
46<sup>th</sup> Floor )  
Los Angeles, California 90013 )  
 )  
Attention: Rudy S. Salo Esq. )

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(Space above for Recorder's Use)

**SECOND AMENDMENT TO ASSIGNMENT AGREEMENT**

**(Public Safety Communication and Refunding Projects 2007 Series A)**

Dated as of June 1, 2013

by and between

**COUNTY OF RIVERSIDE ASSET LEASING CORPORATION**

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Trustee

NO DOCUMENTARY TRANSFER TAX DUE

This Second Amendment to Assignment Agreement is exempt pursuant to  
Section 6103 of the California Government Code.

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## SECOND AMENDMENT TO ASSIGNMENT AGREEMENT

This SECOND AMENDMENT TO ASSIGNMENT AGREEMENT (Public Safety Communication and Refunding Projects 2007 Series A), dated as of May 1, 2013 (this "**Amendment**"), by and between the COUNTY OF RIVERSIDE ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (the "**Corporation**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America and authorized to accept assignments of the nature herein set forth, as trustee (the "**Trustee**"), amends the Assignment Agreement (Public Safety Communication and Refunding Projects 2007 Series A and Series B), dated as of August 1, 2007 (the "**Original Assignment Agreement**"), and recorded in the offices of the Riverside County Recorder as Document Number 2007-0539175 on August 21, 2007, as amended and supplemented by the First Amendment to Assignment Agreement (Public Safety Communication and Refunding Projects 2007 Series A), dated as of December 1, 2009 (the "**First Amendment to Assignment Agreement**," and together with the Original Assignment Agreement, the "**Assignment Agreement**"), and recorded in the offices of the Riverside County Recorder as Document Number 2009-0633168 on December 9, 2009, each by and between the Corporation and the Trustee.

### WITNESSETH

WHEREAS, the County of Riverside, California (the "**County**") and the Corporation entered into a Site and Facilities Lease (Public Safety Communication and Refunding Projects 2007 Series A and Series B), dated as of August 1, 2007 (the "**Original Site Lease**"), pursuant to which the County agreed, among other things, to lease to the Corporation the real property, buildings and improvements described in Exhibit A thereto (collectively, the "**Original Leased Premises**");

WHEREAS, the County and the Corporation entered into a Sublease and Option to Purchase (Public Safety Communication and Refunding Projects 2007 Series A and Series B), dated as of August 1, 2007 (the "**Original Sublease**"), pursuant to which the Corporation agreed, among other things, to sublease the Original Leased Premises to the County; and

WHEREAS, the County, the Corporation and the Trustee entered into a Trust Agreement (Public Safety Communication and Refunding Projects 2007 Series A and Series B), dated as of August 1, 2007, as supplemented and amended (the "**Trust Agreement**"), pursuant to which the Trustee agreed to execute and deliver the \$73,775,000 aggregate principal amount of County of Riverside Certificates of Participation, 2007 Series A (Public Safety Communication and Refunding Projects) (the "**2007 Series A Certificates**") and \$37,350,000 aggregate principal amount of County of Riverside Certificates of Participation, 2007 Series B (Public Safety Communication and Refunding Projects) (the "**2007 Series B Certificates**"); and

WHEREAS, the Corporation assigned and transferred certain of its rights, title and interests in and to the Original Site Lease and the Original Sublease to the Trustee pursuant to the Original Assignment Agreement; and



WHEREAS, the County issued its Certificates of Participation (2009 Public Safety Communication and Woodcrest Library Projects Refunding) (the “**2009 Certificates**”) to, among other things, refund the 2007 Series B Certificates; and

WHEREAS, in connection with the refunding of the 2007 Series B Certificates and the issuance of the 2009 Certificates, the County and the Corporation released certain of the Original Leased Premises (the “**2009 Released Property**,” and the Original Leased Premises excluding the 2009 Released Property are collectively referred to herein as the “**Leased Premises**”) from the Original Site Lease, the Original Sublease and the Original Assignment Agreement to serve as security for the 2009 Certificates by entering into the First Amendment to Site and Facilities Lease (Public Safety Communication and Refunding Projects 2007 Series A), dated as of December 1, 2009 (the “**First Amendment to Site Lease**,” and together with the Original Site Lease, the “**Site Lease**”), the First Amendment to Sublease and Option to Purchase (Public Safety Communication and Refunding Projects 2007 Series A), dated as of December 1, 2009 (the “**First Amendment to Sublease**,” and together with the Original Sublease, the “**Sublease**”), and the First Amendment to Assignment Agreement; and

WHEREAS, the County and the Corporation desire to release the District Attorney Building (“**Property A**”) from the Leased Premises and substitute therefor the real properties described in Exhibit B hereto (collectively, “**Property B**”) pursuant to amendments to the Site Lease and the Sublease dated as of even date herewith (collectively, the “**Lease Amendments**”);

WHEREAS, the Corporation desires to enter into this Amendment to amend the description of the Leased Premises in the Assignment Agreement to reflect the release of Property A and the substitution of Property B pursuant to the Lease Amendments; and

WHEREAS, the Assignment Agreement may be amended in accordance with and as permitted by Section 6.02 of the Trust Agreement and Section 9 of the Original Assignment Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Amendment do exist, have happened and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Amendment.

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

**Section 1. Definitions.** All capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement.

**Section 2. Amendment to the Assignment Agreement.** Property A described in Exhibit A attached hereto is hereby released from the Assignment Agreement. The Assignment Agreement is terminated and shall no longer have any force or effect with respect to Property A.

**Section 3. Substituted Property.** Property B described in Exhibit B attached hereto is hereby made subject to the Assignment Agreement. The Assignment Agreement shall commence and be in full force and effect with respect to Property B.

**Section 4. Partial Invalidity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Amendment shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Amendment shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 5. Survival of Assignment Agreement.** Except as otherwise amended hereby, the Assignment Agreement shall remain in full force and effect.

**Section 6. Governing Law.** This Amendment shall be construed and governed in accordance with the laws of the State of California.

**Section 7. Counterparts.** This Amendment may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first above written.

**COUNTY OF RIVERSIDE ASSET  
LEASING CORPORATION**

By: \_\_\_\_\_  
Harold Trubo  
President

ATTEST:

By: \_\_\_\_\_  
Name: Christopher Hans  
Title: Assistant Secretary

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee and Assignee**

By: \_\_\_\_\_  
Name: Grace Yang  
Title: Vice President

Consented to pursuant to the Trust Agreement: **AMBAC ASSURANCE CORPORATION**

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

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

[Affix seal here]

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

[Affix seal here]

**EXHIBIT A**

**DESCRIPTION OF PROPERTY A**

**EXHIBIT B**

**DESCRIPTION OF PROPERTY B**