

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE 1/25/16

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

620



FROM: Economic Development Agency

SUBMITTAL DATE:
 January 28, 2016

SUBJECT Approval of the First Amendment to the Equipment Lease/Purchase Agreement Between the County of Riverside and Banc of America Public Capital Corporation All Districts, [\$1,707,646], IEDA-Energy 100% (vote separately)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to the Equipment Lease/Purchase Agreement Between the County of Riverside and Banc of America Public Capital Corporation for the purpose of continuing project construction and deferring the Rental Payment Commencement Date; and
2. Authorize the Chairman of the Board to execute the Amendment on behalf of the County.

BACKGROUND:
Summary

On October 2014, the Board of Supervisors approved an Energy Conservation Program to install solar photovoltaic systems on multiple county-owned sites in Southern California Edison (SCE) territory.

(Continued)

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 58,215	\$ 1,707,646	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 58,215	\$ 1,707,646	\$	

SOURCE OF FUNDS: EDA-Energy 100%
Budget Adjustment: None
For Fiscal Year: 2015/16-2036/37

C.E.O. RECOMMENDATION: APPROVE
 BY:
 Imelda Delos Santos

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: February 9, 2016
 xc: EDA

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.: 9.1 of 10/28/14, 3.22 of 5/20/14 | **District:** All | **Agenda Number:**

FISCAL PROCEDURES APPROVED
 PAUL ANGUIO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernandez 1/27/16

- A-30
- Positions Added
- 4/5 Vote
- Change Order

3-6

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

Economic Development Agency

FORM 11: Approval of the First Amendment to the Equipment Lease/Purchase Agreement Between the County of Riverside and Banc of America Public Capital Corporation All Districts, [\$1,707,646], EDA-Energy 100% (vote separately)

DATE: January 28, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (Continued)

The County of Riverside entered into an Energy Services Contract with OpTerra Energy Services and an Equipment Lease/Purchase Agreement (ELPA) with Banc of America Public Capital Corporation (BAPCC) to fund the project. No upfront capital was required to perform the project. The project is self-supporting in that the savings generated by the project will pay for the project over the 20-year term of the ELPA. OpTerra is guaranteeing the savings. The financing for the project is secured by the solar system equipment. Ongoing construction costs are funded through an escrow account established by the ELPA with BAPCC. Over 30 years, the project is expected to save the county over \$116 million in avoided energy costs.

Currently, four solar sites have been completed and are generating solar through Edison. A fifth site has been completed and is awaiting a permit to operate from SCE. Two large generating sites have completed construction and are pending direction from SCE regarding electrical equipment to be installed. Two more sites are under construction, while another site is still in the design phase.

The ELPA does not require the county to make payments on the debt service until all of the solar equipment is substantially available for the county's beneficial use. Since the county does not yet have all of the solar equipment substantially available, the attached amendment makes adjustments to the Rental Payment Commencement date and the Acquisition period so that construction can continue to be funded through the escrow account. It also amortizes any accrued interest over the life of the 20-year ELPA agreement. These changes are necessary for the project to move forward towards completion.

Impact on Citizens and Businesses

This project will result in greater availability of shaded parking at county facilities. Also, the project is expected to generate 19,034,548 kWh per year, which will remove 13,125 metric tons of Carbon Dioxide (GHG equivalent) annually from Riverside County air. This will improve the air quality in the county.

SUPPLEMENTAL:

Additional Fiscal Information

The \$1,707,646 in accrued interest resulting from these changes will be amortized over the term of the 20-year ELPA agreement.

Attachments:

First Amendment to Equipment Lease/Purchase Agreement

FIRST AMENDMENT TO EQUIPMENT LEASE/PURCHASE AGREEMENT

This FIRST AMENDMENT TO EQUIPMENT LEASE/PURCHASE AGREEMENT dated as of Feb. 9, 2016 (this "*First Amendment*") to that certain Equipment Lease/Purchase Agreement dated as of October 30, 2014 (the "*Original Agreement*"), between BANC OF AMERICA PUBLIC CAPITAL CORP, a Kansas corporation ("*Lessor*"), and COUNTY OF RIVERSIDE, a political subdivision existing under the laws of the State of California ("*Lessee*"),

WITNESSETH:

WHEREAS, Lessor and Lessee entered into the Original Agreement with respect to the financing of the acquisition and installation of certain Equipment for Lessee, all as therein described, and desire to amend and supplement the Original Agreement as provided in this First Amendment;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises contained in the Original Agreement and hereinafter, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Defined Terms. For purposes of this First Amendment, (a) the term "*Agreement*" shall mean the Original Agreement as amended by this First Amendment; and (b) the term "*Effective Date*" shall mean the date on which this First Amendment is executed and delivered by Lessor and Lessee and becomes effective, which is _____, 2016. Capitalized terms used, but not defined, in this First Amendment shall have the same meanings as when such terms are used in the Original Agreement.

Section 1.02. Representations, Covenants and Warranties of Lessee. Effective on the Effective Date, Lessee hereby represents, covenants and warrants for the benefit of Lessor that all of its representations, covenants and warranties set forth in Section 2.01 of the Original Agreement are true and correct as though made on the Effective Date; *provided, however*, that (a) each reference to the Agreement in Section 2.01 of the Original Agreement shall mean the Original Agreement as amended by this First Amendment; and (b) each reference in Section 2.01(k) of the Original Agreement to the Equipment and the real estate on which the Equipment is or will be located shall mean the following: (i) the Lessee-owned facilities located at the Temecula County Administrative Center, the County Coroner-Perris, the Perris Sheriff-CHA Campus, the Palm Desert Sheriff Station, the Western Riverside Animal Shelter, the San Jacinto Animal Shelter, the Ben Clark Training Center Phase 1 (including the Ben Clark NEM site) and the Brookside Materials Yard, all as described in the Equipment Schedule attached to the Original Agreement, (ii) the Lessee-owned site directly adjacent to Ben Clark Training Center Phase 1 that Lessee refers to as Ben Clark BCT Phase 2 (formerly Regional Medical Center), and (iii) a Lessee-owned site to be determined by Lessee on which the solar NEM shade structure system (originally planned for Lessee's Transportation and Land Management Agency) will be installed. Lessee reasonably expects as of the Effective Date that the acquisition and installation

of all of the Equipment on the Lessee-owned facilities as described above will be completed and accepted, and the Equipment will be substantially available for Lessee's beneficial use and enjoyment for purposes of the Agreement, no later than June 30, 2016. Lessee hereby further represents and warrants on the Effective Date for the benefit of Lessor that no Material Adverse Change has occurred since October 30, 2014 (*i.e.*, the dated date of the Original Agreement). Lessor and Lessee have agreed, and have determined on the Effective Date, that the rentals (as provided in *Exhibit B* attached hereto) shall not be in excess of the fair rental value of the Equipment under the Original Agreement as amended by this First Amendment, for purposes of Section 4.03 of the Original Agreement.

Section 1.03. Amendment of Original Agreement. The Original Agreement is hereby amended in the following manner:

(a) The defined term "*Acquisition Period*" in Section 1.01 of the Original Agreement is hereby amended to delete the reference to "October 30, 2015" and replace it with "June 30, 2016."

(b) The defined term "*Rental Payment Commencement Date*" in Section 1.01 of the Original Agreement is hereby amended to delete the reference to "November 30, 2015" and replace it with "July 29, 2016."

(c) *Exhibit B* to the Original Agreement (titled "Payment Schedule") is hereby deleted in its entirety and replaced with the Payment Schedule attached hereto as *Exhibit B*. Lessor and Lessee hereby acknowledge and agree that the economic terms of the Original Agreement shall not be altered as a result of this First Amendment.

ARTICLE II

Section 2.01. Covenants of Lessee Regarding First Amendment and Equipment Installation. (a) Lessee hereby agrees to deliver to Lessor on the Effective Date an opinion of counsel to Lessee, in form and substance acceptable to Lessor, to the effect that the Original Agreement as amended and supplemented by this First Amendment is legal, valid, binding and enforceable against Lessee in accordance with its terms.

(b) Lessee shall cooperate with Lessor to comply with any IRS reporting requirement that may apply under the Code to maintain federal tax-exemption of the interest component of Rental Payments under the revised Payment Schedule attached as *Exhibit B* hereto.

(c) Lessee shall provide promptly to Lessor upon its request from time to time information (in reasonable detail) regarding acquisition and installation of the Equipment on the various sites, including (without limitation) the following: (i) Schedule of Values Report; (ii) Projected Draw Schedule by site; (iii) project completion by site (*e.g.*, percent of project completion, list of measures to be implemented, items already completed and updated timeline for completion); (iv) list of punch list items for acceptance and anticipated completion by site; (v) verification of Lessee acceptance by site; (vi) OpTerra's commentary (in its capacity as the Vendor) on any construction delays and resolution plans and anticipated permit-to-operate date;

and (vii) timely notice of any change orders. Lessee shall provide the foregoing information to Lessor on a monthly basis or more frequently on an as occurred basis for such information as described in clause (iii) for completion of the project on a site and clause (v) for Lessee acceptance of the project on a site.

(d) Lessee shall provide, and cause the Vendor to provide, assistance and access to the sites to Lessor and its in-house engineer to conduct site visits at all reasonable times during regular business hours.

(e) Lessee shall deliver to Lessor no later than June 15, 2016 written notice regarding the status of completion of acquisition and installation of the Equipment on each of the sites and whether Lessee intends to make its full scheduled Rental Payment on July 29, 2016 pursuant to the Payment Schedule attached as *Exhibit B* hereto.

(f) Lessee shall provide promptly to Lessor upon its request information relating to the Lessee-owned sites on which Equipment is to be installed to enable Lessor to perfect its security interest in the Equipment pursuant to Section 6.02 of the Original Agreement to the extent that the sites on which the Equipment is to be installed have changed since the date of execution and delivery of the Original Agreement.

Section 2.02. Original Agreement Otherwise to Remain in Full Force and Effect. Except as otherwise expressly provided in this First Amendment, the Original Agreement shall remain in full force and effect as originally executed and delivered.

Section 2.03. Severability. In the event any provision of this First Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 2.04. Execution in Counterparts. This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 2.05. Applicable Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

Section 2.06. Captions. The captions or headings in this First Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this First Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

BANC OF AMERICA PUBLIC CAPITAL CORP

By: Erin M. Parks
Name: Erin M. Parks
Title: Authorized Agent

LESSEE:

COUNTY OF RIVERSIDE, CALIFORNIA

John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: Dale A. Gardner 11/22/10
DALE A. GARDNER DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

EXHIBIT B
TO ORIGINAL AGREEMENT AS AMENDED AND SUPPLEMENTED BY FIRST AMENDMENT

PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE (INCLUDING PREPAYMENT PREMIUM)
11/30/14	\$0.00	\$151,371.53	-\$151,371.53	\$54,699,671.53	NA
12/30/14	\$0.00	\$151,791.59	-\$151,791.59	\$54,851,463.12	NA
1/30/15	\$0.00	\$152,212.81	-\$152,212.81	\$55,003,675.93	NA
2/28/15	\$0.00	\$152,635.20	-\$152,635.20	\$55,156,311.13	NA
3/30/15	\$0.00	\$153,058.76	-\$153,058.76	\$55,309,369.90	NA
4/30/15	\$0.00	\$153,483.50	-\$153,483.50	\$55,462,853.40	NA
5/30/15	\$0.00	\$153,909.42	-\$153,909.42	\$55,616,762.81	NA
6/30/15	\$0.00	\$154,336.52	-\$154,336.52	\$55,771,099.33	NA
7/30/15	\$0.00	\$154,764.80	-\$154,764.80	\$55,925,864.13	NA
8/30/15	\$0.00	\$155,194.27	-\$155,194.27	\$56,081,058.41	NA
9/30/15	\$0.00	\$155,624.94	-\$155,624.94	\$56,236,683.34	NA
10/30/15	\$0.00	\$156,056.80	-\$156,056.80	\$56,392,740.14	NA
11/30/15	\$0.00	\$156,489.85	-\$156,489.85	\$56,549,229.99	NA
12/30/15	\$0.00	\$156,924.11	-\$156,924.11	\$56,706,154.11	NA
1/30/16	\$0.00	\$157,359.58	-\$157,359.58	\$56,863,513.68	NA
2/29/16	\$0.00	\$157,796.25	-\$157,796.25	\$57,021,309.93	NA
3/30/16	\$0.00	\$158,234.14	-\$158,234.14	\$57,179,544.07	NA
4/30/16	\$0.00	\$158,673.23	-\$158,673.23	\$57,338,217.30	NA
5/30/16	\$0.00	\$159,113.55	-\$159,113.55	\$57,497,330.86	NA
6/30/16	\$0.00	\$159,555.09	-\$159,555.09	\$57,656,885.95	NA
7/30/16	\$274,783.77	\$159,997.86	\$114,785.91	\$57,542,100.04	\$59,268,363.04
8/30/16	\$274,783.77	\$159,679.33	\$115,104.44	\$57,426,995.60	\$59,149,805.47
9/30/16	\$274,783.77	\$159,359.91	\$115,423.86	\$57,311,571.74	\$59,030,918.90
10/30/16	\$274,783.77	\$159,039.61	\$115,744.16	\$57,195,827.59	\$58,911,702.41
11/30/16	\$274,783.77	\$158,718.42	\$116,065.35	\$57,079,762.24	\$58,792,155.11
12/30/16	\$274,783.77	\$158,396.34	\$116,387.43	\$56,963,374.81	\$58,672,276.06
1/30/17	\$274,783.77	\$158,073.37	\$116,710.40	\$56,846,664.41	\$58,552,064.34
2/28/17	\$274,783.77	\$157,749.49	\$117,034.27	\$56,729,630.13	\$58,431,519.04
3/30/17	\$274,783.77	\$157,424.72	\$117,359.04	\$56,612,271.09	\$58,310,639.22
4/30/17	\$274,783.77	\$157,099.05	\$117,684.72	\$56,494,586.37	\$58,189,423.96
5/30/17	\$274,783.77	\$156,772.48	\$118,011.29	\$56,376,575.08	\$58,067,872.33
6/30/17	\$274,783.77	\$156,445.00	\$118,338.77	\$56,258,236.31	\$57,945,983.40
7/30/17	\$269,123.80	\$156,116.61	\$113,007.19	\$56,145,229.12	\$57,829,585.99
8/30/17	\$269,123.80	\$155,803.01	\$113,320.79	\$56,031,908.33	\$57,712,865.58
9/30/17	\$269,123.80	\$155,488.55	\$113,635.25	\$55,918,273.08	\$57,595,821.27
10/30/17	\$269,123.80	\$155,173.21	\$113,950.59	\$55,804,322.48	\$57,478,452.16
11/30/17	\$269,123.80	\$154,856.99	\$114,266.80	\$55,690,055.68	\$57,360,757.35
12/30/17	\$269,123.80	\$154,539.90	\$114,583.89	\$55,575,471.79	\$57,242,735.94
1/30/18	\$269,123.80	\$154,221.93	\$114,901.86	\$55,460,569.92	\$57,124,387.02
2/28/18	\$269,123.80	\$153,903.08	\$115,220.72	\$55,345,349.20	\$57,005,709.68
3/30/18	\$269,123.80	\$153,583.34	\$115,540.45	\$55,229,808.75	\$56,886,703.01
4/30/18	\$269,123.80	\$153,262.72	\$115,861.08	\$55,113,947.67	\$56,767,366.10
5/30/18	\$269,123.80	\$152,941.20	\$116,182.59	\$54,997,765.07	\$56,647,698.03
6/30/18	\$269,123.80	\$152,618.80	\$116,505.00	\$54,881,260.07	\$56,527,697.88
7/30/18	\$281,269.44	\$152,295.50	\$128,973.95	\$54,752,286.13	\$56,394,854.71
8/30/18	\$281,269.44	\$151,937.59	\$129,331.85	\$54,622,954.28	\$56,261,642.91
9/30/18	\$281,269.44	\$151,578.70	\$129,690.75	\$54,493,263.53	\$56,128,061.44
10/30/18	\$281,269.44	\$151,218.81	\$130,050.64	\$54,363,212.90	\$55,994,109.28
11/30/18	\$281,269.44	\$150,857.92	\$130,411.53	\$54,232,801.37	\$55,859,785.41
12/30/18	\$281,269.44	\$150,496.02	\$130,773.42	\$54,102,027.95	\$55,725,088.79
1/30/19	\$281,269.44	\$150,133.13	\$131,136.32	\$53,970,891.63	\$55,590,018.38
2/28/19	\$281,269.44	\$149,769.22	\$131,500.22	\$53,839,391.41	\$55,454,573.16
3/30/19	\$281,269.44	\$149,404.31	\$131,865.13	\$53,707,526.28	\$55,318,752.07
4/30/19	\$281,269.44	\$149,038.39	\$132,231.06	\$53,575,295.22	\$55,182,554.08

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE (INCLUDING PREPAYMENT PREMIUM)
5/30/19	\$281,269.44	\$148,671.44	\$132,598.00	\$53,442,697.23	\$55,045,978.14
6/30/19	\$281,269.44	\$148,303.48	\$132,965.96	\$53,309,731.27	\$54,909,023.20
7/30/19	\$294,180.57	\$147,934.50	\$146,246.07	\$53,163,485.20	\$54,758,389.76
8/30/19	\$294,180.57	\$147,528.67	\$146,651.90	\$53,016,833.30	\$54,607,338.30
9/30/19	\$294,180.57	\$147,121.71	\$147,058.86	\$52,869,774.44	\$54,455,867.67
10/30/19	\$294,180.57	\$146,713.62	\$147,466.95	\$52,722,307.49	\$54,303,976.72
11/30/19	\$294,180.57	\$146,304.40	\$147,876.17	\$52,574,431.33	\$54,151,664.27
12/30/19	\$294,180.57	\$145,894.05	\$148,286.52	\$52,426,144.80	\$53,998,929.15
1/30/20	\$294,180.57	\$145,482.55	\$148,698.02	\$52,277,446.78	\$53,845,770.19
2/29/20	\$294,180.57	\$145,069.91	\$149,110.66	\$52,128,336.13	\$53,692,186.21
3/30/20	\$294,180.57	\$144,656.13	\$149,524.44	\$51,978,811.69	\$53,538,176.04
4/30/20	\$294,180.57	\$144,241.20	\$149,939.37	\$51,828,872.32	\$53,383,738.49
5/30/20	\$294,180.57	\$143,825.12	\$150,355.45	\$51,678,516.87	\$53,228,872.37
6/30/20	\$294,180.57	\$143,407.88	\$150,772.69	\$51,527,744.18	\$53,073,576.51
7/30/20	\$307,903.06	\$142,989.49	\$164,913.57	\$51,362,830.61	\$52,903,715.53
8/30/20	\$307,903.06	\$142,531.85	\$165,371.20	\$51,197,459.41	\$52,733,383.20
9/30/20	\$307,903.06	\$142,072.95	\$165,830.11	\$51,031,629.31	\$52,562,578.18
10/30/20	\$307,903.06	\$141,612.77	\$166,290.29	\$50,865,339.02	\$52,391,299.19
11/30/20	\$307,903.06	\$141,151.32	\$166,751.74	\$50,698,587.28	\$52,219,544.90
12/30/20	\$307,903.06	\$140,688.58	\$167,214.48	\$50,531,372.80	\$52,047,313.99
1/30/21	\$307,903.06	\$140,224.56	\$167,678.50	\$50,363,694.30	\$51,874,605.13
2/28/21	\$307,903.06	\$139,759.25	\$168,143.81	\$50,195,550.50	\$51,701,417.01
3/30/21	\$307,903.06	\$139,292.65	\$168,610.40	\$50,026,940.09	\$51,527,748.30
4/30/21	\$307,903.06	\$138,824.76	\$169,078.30	\$49,857,861.80	\$51,353,597.65
5/30/21	\$307,903.06	\$138,355.57	\$169,547.49	\$49,688,314.31	\$51,178,963.73
6/30/21	\$307,903.06	\$137,885.07	\$170,017.98	\$49,518,296.32	\$51,003,845.21
7/30/21	\$247,703.00	\$137,413.27	\$110,289.72	\$49,408,006.60	\$50,890,246.79
8/30/21	\$247,703.00	\$137,107.22	\$110,595.78	\$49,297,410.82	\$50,776,333.14
9/30/21	\$247,703.00	\$136,800.32	\$110,902.68	\$49,186,508.14	\$50,662,103.38
10/30/21	\$247,703.00	\$136,492.56	\$111,210.44	\$49,075,297.70	\$50,547,556.63
11/30/21	\$247,703.00	\$136,183.95	\$111,519.04	\$48,963,778.66	\$50,432,692.02
12/30/21	\$247,703.00	\$135,874.49	\$111,828.51	\$48,851,950.15	\$50,317,508.65
1/30/22	\$247,703.00	\$135,564.16	\$112,138.83	\$48,739,811.31	\$50,202,005.65
2/28/22	\$247,703.00	\$135,252.98	\$112,450.02	\$48,627,361.29	\$50,086,182.13
3/30/22	\$247,703.00	\$134,940.93	\$112,762.07	\$48,514,599.23	\$49,970,037.20
4/30/22	\$247,703.00	\$134,628.01	\$113,074.98	\$48,401,524.24	\$49,853,569.97
5/30/22	\$247,703.00	\$134,314.23	\$113,388.77	\$48,288,135.48	\$49,736,779.54
6/30/22	\$247,703.00	\$133,999.58	\$113,703.42	\$48,174,432.06	\$49,619,665.02
7/30/22	\$263,710.08	\$133,684.05	\$130,026.03	\$48,044,406.03	\$49,485,738.21
8/30/22	\$263,710.08	\$133,323.23	\$130,386.85	\$47,914,019.18	\$49,351,439.76
9/30/22	\$263,710.08	\$132,961.40	\$130,748.67	\$47,783,270.51	\$49,216,768.62
10/30/22	\$263,710.08	\$132,598.58	\$131,111.50	\$47,652,159.01	\$49,081,723.78
11/30/22	\$263,710.08	\$132,234.74	\$131,475.33	\$47,520,683.67	\$48,946,304.18
12/30/22	\$263,710.08	\$131,869.90	\$131,840.18	\$47,388,843.50	\$48,810,508.80
1/30/23	\$263,710.08	\$131,504.04	\$132,206.03	\$47,256,637.46	\$48,674,336.58
2/28/23	\$263,710.08	\$131,137.17	\$132,572.91	\$47,124,064.55	\$48,537,786.49
3/30/23	\$263,710.08	\$130,769.28	\$132,940.80	\$46,991,123.76	\$48,400,857.47
4/30/23	\$263,710.08	\$130,400.37	\$133,309.71	\$46,857,814.05	\$48,263,548.47
5/30/23	\$263,710.08	\$130,030.43	\$133,679.64	\$46,724,134.41	\$48,125,858.44
6/30/23	\$263,710.08	\$129,659.47	\$134,050.60	\$46,590,083.81	\$47,987,786.32
7/30/23	\$280,683.33	\$129,287.48	\$151,395.85	\$46,438,687.96	\$47,831,848.60
8/30/23	\$280,683.33	\$128,867.36	\$151,815.97	\$46,286,871.99	\$47,675,478.15
9/30/23	\$280,683.33	\$128,446.07	\$152,237.26	\$46,134,634.73	\$47,518,673.77
10/30/23	\$280,683.33	\$128,023.61	\$152,659.72	\$45,981,975.01	\$47,361,434.26
11/30/23	\$280,683.33	\$127,599.98	\$153,083.35	\$45,828,891.66	\$47,203,758.41
12/30/23	\$280,683.33	\$127,175.17	\$153,508.15	\$45,675,383.51	\$47,045,645.02
1/30/24	\$280,683.33	\$126,749.19	\$153,934.14	\$45,521,449.37	\$46,887,092.85
2/29/24	\$280,683.33	\$126,322.02	\$154,361.31	\$45,367,088.06	\$46,728,100.70
3/30/24	\$280,683.33	\$125,893.67	\$154,789.66	\$45,212,298.40	\$46,568,667.36
4/30/24	\$280,683.33	\$125,464.13	\$155,219.20	\$45,057,079.20	\$46,408,791.58

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE (INCLUDING PREPAYMENT PREMIUM)
5/30/24	\$280,683.33	\$125,033.39	\$155,649.93	\$44,901,429.27	\$46,248,472.15
6/30/24	\$280,683.33	\$124,601.47	\$156,081.86	\$44,745,347.41	\$46,087,707.83
7/30/24	\$298,680.63	\$124,168.34	\$174,512.29	\$44,570,835.11	\$45,907,960.17
8/30/24	\$298,680.63	\$123,684.07	\$174,996.56	\$44,395,838.55	\$45,727,713.71
9/30/24	\$298,680.63	\$123,198.45	\$175,482.18	\$44,220,356.37	\$45,546,967.06
10/30/24	\$298,680.63	\$122,711.49	\$175,969.14	\$44,044,387.23	\$45,365,718.84
11/30/24	\$298,680.63	\$122,223.17	\$176,457.46	\$43,867,929.77	\$45,183,967.66
12/30/24	\$298,680.63	\$121,733.51	\$176,947.13	\$43,690,982.64	\$45,001,712.12
1/30/25	\$298,680.63	\$121,242.48	\$177,438.15	\$43,513,544.49	\$44,818,950.82
2/28/25	\$298,680.63	\$120,750.09	\$177,930.55	\$43,335,613.94	\$44,635,682.36
3/30/25	\$298,680.63	\$120,256.33	\$178,424.30	\$43,157,189.64	\$44,451,905.33
4/30/25	\$298,680.63	\$119,761.20	\$178,919.43	\$42,978,270.21	\$44,267,618.32
5/30/25	\$298,680.63	\$119,264.70	\$179,415.93	\$42,798,854.28	\$44,082,819.91
6/30/25	\$298,680.63	\$118,766.82	\$179,913.81	\$42,618,940.47	\$43,897,508.68
7/30/25	\$317,763.32	\$118,267.56	\$199,495.76	\$42,419,444.71	\$43,692,028.05
8/30/25	\$317,763.32	\$117,713.96	\$200,049.36	\$42,219,395.36	\$43,485,977.22
9/30/25	\$317,763.32	\$117,158.82	\$200,604.49	\$42,018,790.86	\$43,279,354.59
10/30/25	\$317,763.32	\$116,602.14	\$201,161.17	\$41,817,629.69	\$43,072,158.58
11/30/25	\$317,763.32	\$116,043.92	\$201,719.39	\$41,615,910.30	\$42,864,387.61
12/30/25	\$317,763.32	\$115,484.15	\$202,279.17	\$41,413,631.13	\$42,656,040.07
1/30/26	\$317,763.32	\$114,922.83	\$202,840.49	\$41,210,790.64	\$42,447,114.36
2/28/26	\$317,763.32	\$114,359.94	\$203,403.37	\$41,007,387.27	\$42,237,608.89
3/30/26	\$317,763.32	\$113,795.50	\$203,967.82	\$40,803,419.45	\$42,027,522.04
4/30/26	\$317,763.32	\$113,229.49	\$204,533.83	\$40,598,885.63	\$41,816,852.19
5/30/26	\$317,763.32	\$112,661.91	\$205,101.41	\$40,393,784.22	\$41,605,597.74
6/30/26	\$317,763.32	\$112,092.75	\$205,670.57	\$40,188,113.65	\$41,393,757.06
7/30/26	\$337,996.38	\$111,522.02	\$226,474.37	\$39,961,639.29	\$41,160,488.46
8/30/26	\$337,996.38	\$110,893.55	\$227,102.83	\$39,734,536.45	\$40,926,572.55
9/30/26	\$337,996.38	\$110,263.34	\$227,733.04	\$39,506,803.41	\$40,692,007.51
10/30/26	\$337,996.38	\$109,631.38	\$228,365.00	\$39,278,438.41	\$40,456,791.56
11/30/26	\$337,996.38	\$108,997.67	\$228,998.72	\$39,049,439.69	\$40,220,922.88
12/30/26	\$337,996.38	\$108,362.20	\$229,634.19	\$38,819,805.51	\$39,984,399.67
1/30/27	\$337,996.38	\$107,724.96	\$230,271.42	\$38,589,534.08	\$39,747,220.11
2/28/27	\$337,996.38	\$107,085.96	\$230,910.42	\$38,358,623.66	\$39,509,382.37
3/30/27	\$337,996.38	\$106,445.18	\$231,551.20	\$38,127,072.46	\$39,270,884.63
4/30/27	\$337,996.38	\$105,802.63	\$232,193.76	\$37,894,878.70	\$39,031,725.06
5/30/27	\$337,996.38	\$105,158.29	\$232,838.09	\$37,662,040.61	\$38,791,901.83
6/30/27	\$337,996.38	\$104,512.16	\$233,484.22	\$37,428,556.39	\$38,551,413.08
7/30/27	\$359,448.71	\$103,864.24	\$255,584.47	\$37,172,971.93	\$38,288,161.08
8/30/27	\$359,448.71	\$103,155.00	\$256,293.71	\$36,916,678.21	\$38,024,178.56
9/30/27	\$359,448.71	\$102,443.78	\$257,004.93	\$36,659,673.29	\$37,759,463.48
10/30/27	\$359,448.71	\$101,730.59	\$257,718.12	\$36,401,955.17	\$37,494,013.83
11/30/27	\$359,448.71	\$101,015.43	\$258,433.28	\$36,143,521.89	\$37,227,827.54
12/30/27	\$359,448.71	\$100,298.27	\$259,150.44	\$35,884,371.45	\$36,960,902.59
1/30/28	\$359,448.71	\$99,579.13	\$259,869.58	\$35,624,501.87	\$36,693,236.93
2/29/28	\$359,448.71	\$98,857.99	\$260,590.72	\$35,363,911.16	\$36,424,828.49
3/30/28	\$359,448.71	\$98,134.85	\$261,313.86	\$35,102,597.30	\$36,155,675.22
4/30/28	\$359,448.71	\$97,409.71	\$262,039.00	\$34,840,558.30	\$35,885,775.05
5/30/28	\$359,448.71	\$96,682.55	\$262,766.16	\$34,577,792.14	\$35,615,125.90
6/30/28	\$359,448.71	\$95,953.37	\$263,495.34	\$34,314,296.80	\$35,343,725.71
7/30/28	\$382,193.30	\$95,222.17	\$286,971.12	\$34,027,325.68	\$35,048,145.45
8/30/28	\$382,193.30	\$94,425.83	\$287,767.47	\$33,739,558.21	\$34,751,744.96
9/30/28	\$382,193.30	\$93,627.27	\$288,566.02	\$33,450,992.19	\$34,454,521.96
10/30/28	\$382,193.30	\$92,826.50	\$289,366.79	\$33,161,625.40	\$34,156,474.16
11/30/28	\$382,193.30	\$92,023.51	\$290,169.78	\$32,871,455.62	\$33,857,599.28
12/30/28	\$382,193.30	\$91,218.29	\$290,975.01	\$32,580,480.61	\$33,557,895.03
1/30/29	\$382,193.30	\$90,410.83	\$291,782.46	\$32,288,698.15	\$33,257,359.09
2/28/29	\$382,193.30	\$89,601.14	\$292,592.16	\$31,996,105.99	\$32,955,989.17
3/30/29	\$382,193.30	\$88,789.19	\$293,404.10	\$31,702,701.89	\$32,653,782.95
4/30/29	\$382,193.30	\$87,975.00	\$294,218.30	\$31,408,483.59	\$32,350,738.10

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE (INCLUDING PREPAYMENT PREMIUM)
5/30/29	\$382,193.30	\$87,158.54	\$295,034.75	\$31,113,448.84	\$32,046,852.30
6/30/29	\$382,193.30	\$86,339.82	\$295,853.47	\$30,817,595.36	\$31,742,123.22
7/30/29	\$406,307.50	\$85,518.83	\$320,788.67	\$30,496,806.69	\$31,411,710.89
8/30/29	\$406,307.50	\$84,628.64	\$321,678.86	\$30,175,127.83	\$31,080,381.67
9/30/29	\$406,307.50	\$83,735.98	\$322,571.52	\$29,852,556.32	\$30,748,133.01
10/30/29	\$406,307.50	\$82,840.84	\$323,466.65	\$29,529,089.66	\$30,414,962.35
11/30/29	\$406,307.50	\$81,943.22	\$324,364.27	\$29,204,725.39	\$30,080,867.15
12/30/29	\$406,307.50	\$81,043.11	\$325,264.38	\$28,879,461.01	\$29,745,844.84
1/30/30	\$406,307.50	\$80,140.50	\$326,166.99	\$28,553,294.01	\$29,409,892.83
2/28/30	\$406,307.50	\$79,235.39	\$327,072.11	\$28,226,221.91	\$29,073,008.56
3/30/30	\$406,307.50	\$78,327.77	\$327,979.73	\$27,898,242.18	\$28,735,189.44
4/30/30	\$406,307.50	\$77,417.62	\$328,889.88	\$27,569,352.30	\$28,396,432.87
5/30/30	\$406,307.50	\$76,504.95	\$329,802.54	\$27,239,549.76	\$28,056,736.25
6/30/30	\$406,307.50	\$75,589.75	\$330,717.75	\$26,908,832.01	\$27,716,096.97
7/30/30	\$431,873.29	\$74,672.01	\$357,201.28	\$26,551,630.72	\$27,348,179.65
8/30/30	\$431,873.29	\$73,680.78	\$358,192.52	\$26,193,438.21	\$26,979,241.35
9/30/30	\$431,873.29	\$72,686.79	\$359,186.50	\$25,834,251.70	\$26,609,279.25
10/30/30	\$431,873.29	\$71,690.05	\$360,183.25	\$25,474,068.46	\$26,238,290.51
11/30/30	\$431,873.29	\$70,690.54	\$361,182.75	\$25,112,885.70	\$25,866,272.28
12/30/30	\$431,873.29	\$69,688.26	\$362,185.04	\$24,750,700.67	\$25,493,221.69
1/30/31	\$431,873.29	\$68,683.19	\$363,190.10	\$24,387,510.57	\$25,119,135.89
2/28/31	\$431,873.29	\$67,675.34	\$364,197.95	\$24,023,312.62	\$24,744,012.00
3/30/31	\$431,873.29	\$66,664.69	\$365,208.60	\$23,658,104.02	\$24,367,847.14
4/30/31	\$431,873.29	\$65,651.24	\$366,222.05	\$23,291,881.96	\$23,990,638.42
5/30/31	\$431,873.29	\$64,634.97	\$367,238.32	\$22,924,643.64	\$23,612,382.95
6/30/31	\$431,873.29	\$63,615.89	\$368,257.41	\$22,556,386.23	\$23,233,077.82
7/30/31	\$458,977.56	\$62,593.97	\$396,383.59	\$22,160,002.64	\$22,824,802.72
8/30/31	\$458,977.56	\$61,494.01	\$397,483.55	\$21,762,519.09	\$22,415,394.67
9/30/31	\$458,977.56	\$60,390.99	\$398,586.57	\$21,363,932.52	\$22,004,850.50
10/30/31	\$458,977.56	\$59,284.91	\$399,692.65	\$20,964,239.88	\$21,593,167.07
11/30/31	\$458,977.56	\$58,175.77	\$400,801.79	\$20,563,438.08	\$21,180,341.22
12/30/31	\$458,977.56	\$57,063.54	\$401,914.02	\$20,161,524.06	\$20,766,369.78
1/30/32	\$458,977.56	\$55,948.23	\$403,029.33	\$19,758,494.73	\$20,351,249.57
2/29/32	\$458,977.56	\$54,829.82	\$404,147.74	\$19,354,347.00	\$19,934,977.41
3/30/32	\$458,977.56	\$53,708.31	\$405,269.25	\$18,949,077.75	\$19,517,550.08
4/30/32	\$458,977.56	\$52,583.69	\$406,393.87	\$18,542,683.88	\$19,098,964.40
5/30/32	\$458,977.56	\$51,455.95	\$407,521.61	\$18,135,162.27	\$18,679,217.14
6/30/32	\$458,977.56	\$50,325.08	\$408,652.48	\$17,726,509.78	\$18,258,305.08
7/30/32	\$487,712.36	\$49,191.06	\$438,521.30	\$17,287,988.49	\$17,806,628.14
8/30/32	\$487,712.36	\$47,974.17	\$439,738.19	\$16,848,250.29	\$17,353,697.80
9/30/32	\$487,712.36	\$46,753.89	\$440,958.47	\$16,407,291.83	\$16,899,510.58
10/30/32	\$487,712.36	\$45,530.23	\$442,182.13	\$15,965,109.70	\$16,444,062.99
11/30/32	\$487,712.36	\$44,303.18	\$443,409.18	\$15,521,700.52	\$15,987,351.54
12/30/32	\$487,712.36	\$43,072.72	\$444,639.64	\$15,077,060.88	\$15,529,372.71
1/30/33	\$487,712.36	\$41,838.84	\$445,873.52	\$14,631,187.36	\$15,070,122.98
2/28/33	\$487,712.36	\$40,601.54	\$447,110.82	\$14,184,076.55	\$14,609,598.84
3/30/33	\$487,712.36	\$39,360.81	\$448,351.55	\$13,735,725.00	\$14,147,796.75
4/30/33	\$487,712.36	\$38,116.64	\$449,595.72	\$13,286,129.28	\$13,684,713.15
5/30/33	\$487,712.36	\$36,869.01	\$450,843.35	\$12,835,285.92	\$13,220,344.50
6/30/33	\$487,712.36	\$35,617.92	\$452,094.44	\$12,383,191.48	\$12,754,687.23
7/30/33	\$518,175.26	\$34,363.36	\$483,811.90	\$11,899,379.58	\$12,256,360.96
8/30/33	\$518,175.26	\$33,020.78	\$485,154.48	\$11,414,225.10	\$11,756,651.85
9/30/33	\$518,175.26	\$31,674.47	\$486,500.79	\$10,927,724.31	\$11,255,556.04
10/30/33	\$518,175.26	\$30,324.43	\$487,850.83	\$10,439,873.49	\$10,753,069.69
11/30/33	\$518,175.26	\$28,970.65	\$489,204.61	\$9,950,668.87	\$10,249,188.94
12/30/33	\$518,175.26	\$27,613.11	\$490,562.15	\$9,460,106.72	\$9,743,909.92
1/30/34	\$518,175.26	\$26,251.80	\$491,923.46	\$8,968,183.26	\$9,237,228.75
2/28/34	\$518,175.26	\$24,886.71	\$493,288.55	\$8,474,894.70	\$8,729,141.55
3/30/34	\$518,175.26	\$23,517.83	\$494,657.43	\$7,980,237.28	\$8,219,644.40
4/30/34	\$518,175.26	\$22,145.16	\$496,030.10	\$7,484,207.18	\$7,708,733.39

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE (INCLUDING PREPAYMENT PREMIUM)
5/30/34	\$518,175.26	\$20,768.67	\$497,406.59	\$6,986,800.59	\$7,196,404.61
6/30/34	\$518,175.26	\$19,388.37	\$498,786.89	\$6,488,013.70	\$6,682,654.11
7/30/34	\$550,469.65	\$18,004.24	\$532,465.41	\$5,955,548.29	\$6,134,214.74
8/30/34	\$550,469.65	\$16,526.65	\$533,943.00	\$5,421,605.29	\$5,584,253.45
9/30/34	\$550,469.65	\$15,044.95	\$535,424.69	\$4,886,180.59	\$5,032,766.01
10/30/34	\$550,469.65	\$13,559.15	\$536,910.50	\$4,349,270.10	\$4,479,748.20
11/30/34	\$550,469.65	\$12,069.22	\$538,400.42	\$3,810,869.67	\$3,925,195.76
12/30/34	\$550,469.65	\$10,575.16	\$539,894.49	\$3,270,975.18	\$3,369,104.44
1/30/35	\$550,469.65	\$9,076.96	\$541,392.69	\$2,729,582.49	\$2,811,469.97
2/28/35	\$550,469.65	\$7,574.59	\$542,895.06	\$2,186,687.43	\$2,252,288.06
3/30/35	\$550,469.65	\$6,068.06	\$544,401.59	\$1,642,285.84	\$1,691,554.42
4/30/35	\$550,469.65	\$4,557.34	\$545,912.31	\$1,096,373.54	\$1,129,264.74
5/30/35	\$550,469.65	\$3,042.44	\$547,427.21	\$548,946.32	\$565,414.71
6/30/35	\$550,469.65	\$1,523.33	\$548,946.32	\$0.00	\$0.00
	\$81,227,459.93	\$26,679,159.93	\$54,548,300.00		

Contract Rate. The Contract Rate is 3.33% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is July 30, 2016.

LESSOR:
Banc of America Public Capital Corp

By: Erin M Parks
Name: Erin M Parks
Title: Authorized Agent

LESSEE:
County of Riverside, California
John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: Dale A Gardner 4/22/16
DALE A. GARDNER DATE

ATTEST
KECIA HARPER-HEM, Clerk
By: [Signature]
DEPUT