

EXHIBIT A

**FORM OF NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: County of Riverside, California

Name of Bond Issue: \$[] County of Riverside Variable Rate Demand
Leasehold Revenue Refunding Bonds, Series 2008A (Southwest
Justice Center Refunding)

Issuance Date: December [], 2008

NOTICE IS HEREBY GIVEN that the COUNTY OF RIVERSIDE (the "County") has not provided the Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate, dated as of December 1, 2008, executed and delivered by the County. [The County anticipates that the Annual Report will be filed by _____].

Dated: _____

COUNTY OF RIVERSIDE

By _____
Authorized Officer

APPENDIX F

OPINIONS OF BOND COUNSEL

[Remarketing Date]

County of Riverside Asset Leasing Corporation
Riverside, California

County of Riverside
Riverside, California

RE: *\$71,140,000 County of Riverside Asset Leasing Corporation Variable Rate Demand Lease Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding)*

Ladies and Gentlemen:

[NP to update] The County of Riverside Asset Leasing Corporation Variable Rate Demand Lease Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding) in the aggregate principal amount of \$71,140,000 (the "Bonds") were issued by the County of Riverside Asset Leasing Corporation (the "Corporation") pursuant to an Indenture of Trust dated as of December 1, 2008 (the "Original Indenture") by and between the Corporation, the County of Riverside, California (the "County") and U.S. Bank National Association, as trustee (the "Trustee"), as subsequently amended and supplemented by a First Supplemental Indenture of Trust, dated as of October 1, 2011 (the "Supplemental Indenture" and together with the Original Indenture, the "Indenture"), among the Corporation, the County and the Trustee. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

Interest on and principal and purchase price of the Bonds have been payable from draws on a direct pay letter of credit issued on December 5, 2013 (the "Expiring Credit Facility") by Wells Fargo Bank, National Association (the "Prior Credit Facility Provider"). The Expiring Credit Facility expires by its terms on December 4, 2016. The County and the Corporation have determined to replace the Expiring Credit Facility with a direct pay letter of credit issued on the date hereof (the "Alternate Credit Facility") by MUFG Union Bank, N.A. (the "Alternate Credit Facility Provider") pursuant to a Letter of Credit and Reimbursement Agreement, dated as of [_____, 2016] (the "Reimbursement Agreement"), by and among the Corporation, the County and the Alternate Credit Facility Provider.

Pursuant to the Sections 702, 402(d) and 504 of the Indenture, the Bonds are subject to mandatory tender for purchase and remarketing upon the expiration of the Expiring Credit Facility and its replacement with the Alternate Credit Facility. Pursuant to Section 507 of the Indenture, payment of the purchase price for the tendered Bonds on the date hereof shall be made with the proceeds of a draw upon the Expiring Credit Facility and the remarketing proceeds shall be applied to reimburse the Prior Credit Facility Provider. Following the remarketing of the Bonds, interest on and principal and purchase price of the Bonds shall be payable from draws on the Alternate Credit Facility.

We have served as bond counsel to the County and the Corporation in connection with the replacement of the Expiring Credit Facility with the Alternate Credit Facility and the mandatory tender and remarketing of the Bonds, in each case as described above. In such capacity, we have reviewed the Indenture, the Reimbursement Agreement, the Alternate Credit Facility, the Tax and Nonarbitrage

Certificate of the Corporation and the County dated December 10, 2008 (the "Tax Certificate"), opinions of counsel to the Corporation, the County and the Alternate Credit Facility Provider, certificates of the Corporation, the County, the Trustee, the Alternate Credit Facility Provider and Assured Guaranty Corporation as Bond Insurer, and others and such other documents, opinions and matters to the extent we deemed necessary to render the opinion set forth herein.

The opinion expressed herein is based on an analysis of existing laws, regulations, rulings and court decisions and covers certain matters not directly addressed by such authorities. Such opinion may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof, and we disclaim any obligation to update this opinion. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any party other than Corporation and the County. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions we reviewed. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that actions, omissions or events on and after the date of issuance of the Bonds have not caused and will not cause interest on the Bonds to be included in gross income for federal income tax purposes. We have not undertaken to determine compliance with any of such covenants and agreements or any other requirements of law, and, except as expressly set forth below, we have not otherwise reviewed any actions, omissions or events occurring after the date of issuance of the Bonds or the exclusion of interest on the Bonds from gross income for federal income tax purposes. Accordingly, no opinion is expressed herein as to whether interest on the Bonds is excludable from gross income for federal income tax purposes or as to any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. Nothing in this letter should imply that we have considered or in any manner reaffirm any of the matters covered in any opinion we rendered on the date of or in connection with issuance of the Bonds, including (without limitation) validity of the Bonds. We call attention to the fact that the rights and obligations under the Bonds, the Indenture and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the assets described in or as subject to the lien of the Indenture or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such assets. Finally, we undertake no responsibility for the accuracy, completeness or fairness of any offering material relating to the Bonds in connection with the replacement of the Expiring Credit Facility with the Alternate Credit Facility, the mandatory tender of the Bonds, the remarketing of the Bonds or otherwise and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the opinion that the replacement of the Expiring Credit Facility with the Alternate Credit Facility, the mandatory tender of the Bonds on the date hereof, and the remarketing of the Bonds in accordance with the provisions of the Indenture will not, in and of themselves, adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and State of California personal income tax.

This opinion is furnished by us as bond counsel to the Corporation and the County for purposes of Section 702 of the Indenture. The foregoing opinion is limited to matters arising under the federal laws of the United States of America and the laws of the State of California. No attorney-client relationship has existed or exists between our firm and the Trustee or our firm and the Remarketing Agent in connection with the Bonds or by virtue of this opinion and we disclaim any obligation to update this opinion. This opinion is delivered to the addressees hereof pursuant to the Indenture and is not to be used or relied upon for any other purpose.

Respectfully Submitted,

NIXON PEABODY LLP
ATTORNEYS AT LAW

Gas Company Tower
555 West Fifth St., 46th Floor
Los Angeles, California 90013-1010

December 10, 2008

County of Riverside Asset Leasing Corporation
Riverside, California

County of Riverside
Riverside, California

*RE: \$78,895,000 County of Riverside Asset Leasing Corporation Variable Rate
Demand Lease Revenue Refunding Bonds, Series 2008A (Southwest Justice
Center Refunding)*

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the County of Riverside Asset Leasing Corporation (the "Corporation") of \$78,895,000 aggregate principal amount of its Variable Rate Demand Lease Revenue Refunding Bonds, Series 2008A (Southwest Justice Center Refunding) (the "Bonds"). The Bonds are authorized under the Articles of Incorporation of the Corporation and the laws of the State of California. The Bonds are being issued pursuant to an Indenture of Trust dated as of December 1, 2008 (the "Indenture"), by and among the Corporation, the County of Riverside, California (the "County") and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

As bond counsel, we have examined the Indenture, the Site Lease dated as of December 1, 2008 (the "Site Lease") between the County and the Corporation, the Facilities Lease dated as of December 1, 2008 between the Corporation and the County (the "Facilities Lease"), the Tax Certificate of the Corporation and the County dated the date hereof (the "Tax Certificate"), opinions of counsel to the Corporation, the County and the Trustee, certificates of the Corporation, the County, the Trustee and others, copies, certified to us as being true and complete, of the proceedings of the County and of the Corporation for the authorization and issuance of the Bonds, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein, although in doing so, we have not undertaken to verify independently the accuracy of the factual matters represented, warranted or certified therein, and we have assumed the genuineness of all signatures thereto.

The opinions expressed herein are based upon an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have neither undertaken to determine, nor to inform any person, whether any such actions are taken or omitted or events do occur or whether any other matters come to our attention after the date hereof. We express no opinion as to any provision in the Indenture, the

Site Lease or the Facilities Lease with respect to the priority of any pledge or security interest, indemnification, or governing law. We advise you that we have not made or undertaken to make any investigation of the state of title to any of the real property or ownership of any personal property described in the Facilities Lease or the Site Lease, or of the accuracy or sufficiency of the description of such property contained therein, and we express no opinion with respect to such matters.

We have, with your approval, assumed that all items submitted to us as originals are authentic and that all items submitted as copies conform to the originals.

On the basis of such examination, our reliance upon the assumptions contained herein and our consideration of such questions of law as we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

1. The Bonds constitute the valid and binding limited obligations of the Corporation;
2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Corporation and the County. The Indenture creates a valid pledge, to secure the payment of the principal of and interest on the Bonds, of the Revenues and any other amounts held by the Trustee in any fund or account established pursuant to the Indenture, other than amounts on deposit in the Rebate Fund, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture;
3. The Facilities Lease and the Site Lease have been executed and delivered by, and constitute the valid and binding obligations of, the Corporation and the County. The obligation of the County to make the Base Rental Payments during the terms of the Facilities Lease constitutes a valid and binding obligation of the County, payable from funds of the County lawfully available therefor; and
4. The Bonds are not a lien or charge upon the funds or property of the Corporation except to the extent of the aforementioned pledge. Neither the faith and credit nor the taxing powers of the County, the State of California or of any political subdivision thereof is pledged to the payment of the principal of or interest on the Bonds.

The opinions set forth in paragraphs 1 and 2 above assume that the Trustee has duly authenticated the Bonds and that the Indenture is legally valid, binding and enforceable agreement of the Trustee. In addition, the enforceability of the agreements, covenants and obligations described in paragraphs 1 and 2 above may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws). In addition, the enforceability of such agreements, covenants and obligations is subject to the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and the limitations on legal remedies against government entities in the State of California. We express no opinion regarding the availability of equitable remedies.

5. The Internal Revenue Code of 1986 (the "Code") sets forth certain requirements that must be met subsequent to the issuance and delivery of the Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the Bonds. Pursuant to the Indenture and the Tax Certificate, the County and the Corporation have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Bonds from gross income for Federal income tax purposes pursuant to Section 103 of the Code. In addition, the County and the Corporation have made certain representations and certifications in the Indenture and the Tax Certificate. We have not independently verified the accuracy of those representations and certifications.

Under existing law, assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Interest on the Bonds is, however, included in the adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed on such corporations.

6. Interest on the Bonds is exempt from personal income taxes of the State of California under present state law.

Except as stated in the preceding three paragraphs, we express no opinion as to any other Federal or state tax consequences of the ownership, receipt of interest on or disposition of the Bonds. Furthermore, we express no opinion as to any Federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel.

No opinion is expressed herein on the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds. This opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters. We assume no obligation to update or supplement this opinion to reflect any facts or circumstances which may hereafter come to our attention or any changes in laws which may hereafter occur.

We call attention to the fact that the opinions expressed herein and the exclusion of interest due on the Bonds from gross income for Federal income tax purposes may be affected by actions taken or omitted or events occurring or failing to occur after the date hereof. We have not undertaken to determine, or inform any person, whether any such actions are taken, omitted, occur or fail to occur.

Respectfully submitted,

Nixon Peabody LLP

APPENDIX G

FINANCIAL GUARANTY INSURANCE POLICY



Financial Guaranty Insurance Policy

| | | | |
|---------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------|-------------------|
| Issuer: | County of Riverside Asset Leasing Corporation | Policy No.: | D-2008-1047 |
| Obligations: | \$78,895,000 Variable Rate Demand Leasehold Revenue Refunding Bonds Series 2008A (Southwest Justice Center Refunding) | Premium: | \$795,266.80 |
| | | Effective Date: | December 10, 2008 |

Assured Guaranty Corp., a Maryland corporation ("Assured Guaranty"), in consideration of the payment of the Premium and on the terms and subject to the conditions of this Policy (which includes each endorsement hereto), hereby unconditionally and irrevocably agrees to pay to the trustee (the "Trustee") or the paying agent (the "Paying Agent") for the Obligations (as set forth in the documentation providing for the issuance of and securing the Obligations) for the benefit of the Holders, that portion of the Insured Payments which shall become Due for Payment but shall be unpaid by reason of Nonpayment.

Assured Guaranty will make such Insured Payments to the Trustee or the Paying Agent on the later to occur of (i) the date applicable principal or interest becomes Due for Payment, or (ii) the Business Day next following the day on which Assured Guaranty shall have Received a completed Notice of Nonpayment. If a Notice of Nonpayment by Assured Guaranty is incomplete or does not in any instance conform to the terms and conditions of this Policy, it shall be deemed not Received, and Assured Guaranty shall promptly give notice to the Trustee or the Paying Agent. Upon receipt of such notice, the Trustee or the Paying Agent may submit an amended Notice of Nonpayment. The Trustee or the Paying Agent will disburse the Insured Payments to the Holders only upon receipt by the Trustee or the Paying Agent, in form reasonably satisfactory to it of (i) evidence of the Holder's right to receive such payments, and (ii) evidence, including without limitation any appropriate instruments of assignment, that all of the Holder's rights to payment of such principal or interest Due for Payment shall thereupon vest in Assured Guaranty. Upon and to the extent of such disbursement, Assured Guaranty shall become the Holder of the Obligations, any appurtenant coupon thereto and right to receipt of payment of principal thereof or interest thereon, and shall be fully subrogated to all of the Holder's right, title and interest thereunder, including without limitation the right to receive payments in respect of the Obligations. Payment by Assured Guaranty to the Trustee or the Paying Agent for the benefit of the Holders shall discharge the obligation of Assured Guaranty under this Policy to the extent of such payment.

This Policy is non-cancelable by Assured Guaranty for any reason. The Premium on this Policy is not refundable for any reason. This Policy does not insure against loss of any prepayment premium or other acceleration payment which at any time may become due in respect of any Obligation, other than at the sole option of Assured Guaranty, nor against any risk other than Nonpayment.

Except to the extent expressly modified by any endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Avoided Payment" means any amount previously distributed to a Holder in respect of any Insured Payment by or on behalf of the Issuer, which amount has been recovered from such Holder pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction that such payment constitutes an avoidable preference with respect to such Holder. "Business Day" means any day other than (i) a Saturday or Sunday, (ii) any day on which the offices of the Trustee, the Paying Agent or Assured Guaranty are closed, or (iii) any day on which banking institutions are authorized or required by law, executive order or governmental decree to be closed in the City of New York or in the State of Maryland. "Due for Payment" means (i) when referring to the principal of an Obligation, the stated maturity date thereof, or the date on which such Obligation shall have been duly called for mandatory sinking fund redemption, and does not refer to any earlier date on which payment is due by reason of a call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless Assured Guaranty in its sole discretion elects to make any principal payment, in whole or in part, on such earlier date) and (ii) when referring to interest on an Obligation, the stated date for payment of such interest. "Holder" means, in respect of any Obligation, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Obligation to payment of principal or interest thereunder, except that Holder shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Obligations. "Insured Payments" means that portion of the principal of and interest on the Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment. Insured Payments shall not include any additional amounts owing by the Issuer solely as a result of the failure by the Trustee or the Paying Agent to pay such amount when due and payable, including without limitation any such additional amounts as may be attributable to penalties or to interest accruing at a default rate, to amounts payable in respect of indemnification, or to any other additional amounts payable by the Trustee or the Paying Agent by reason of such failure. "Nonpayment" means, in respect of an Obligation, the failure of the Issuer to have provided sufficient funds to the Trustee or the Paying Agent for payment in full of all principal and interest Due for Payment on such Obligation. It is further understood that the term "Nonpayment" in respect of an Obligation includes any Avoided Payment. "Receipt" or "Received" means actual receipt or notice of or, if notice is given by

Page 1 of 2
Policy No.: D-2008-1047
Form FG001 (05/07)

Assured Guaranty Corp.

1325 Avenue of the Americas
New York, NY 10019

main 212 974 0100 info@assuredguaranty.com
fax 212 581 3068

www.assuredguaranty.com

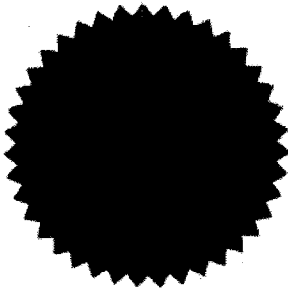
overnight or other delivery service, or by certified or registered United States mail, by a delivery receipt signed by a person authorized to accept delivery on behalf of the person to whom the notice was given. Notices to Assured Guaranty may be mailed by registered mail or personally delivered or telecopied to it at 1325 Avenue of the Americas, New York, New York 10019, Telephone Number: (212) 874-0100, Facsimile Number: (212) 581-3268, Attention: Risk Management Department - Public Finance Surveillance, with a copy to the General Counsel, or to such other address as shall be specified by Assured Guaranty to the Trustee or the Paying Agent in writing. A Notice of Nonpayment will be deemed to be Received by Assured Guaranty on a given Business Day if it is Received prior to 12:00 noon (New York City time) on such Business Day; otherwise it will be deemed Received on the next Business Day. "Term" means the period from and including the Effective Date until the earlier of (i) the maturity date for the Obligations, or (ii) the date on which the Issuer has made all payments required to be made on the Obligations.

At any time during the Term of this Policy, Assured Guaranty may appoint a fiscal agent (the "Fiscal Agent") for purposes of this Policy by written notice to the Trustee or the Paying Agent, specifying the name and notice address of such Fiscal Agent. From and after the date of Receipt of such notice by the Trustee or the Paying Agent, copies of all notices and documents required to be delivered to Assured Guaranty pursuant to this Policy shall be delivered simultaneously to the Fiscal Agent and to Assured Guaranty. All payments required to be made by Assured Guaranty under this Policy may be made directly by Assured Guaranty or by the Fiscal Agent on behalf of Assured Guaranty. The Fiscal Agent is the agent of Assured Guaranty only, and the Fiscal Agent shall in no event be liable to the Trustee or the Paying Agent for any acts of the Fiscal Agent or any failure of Assured Guaranty to deposit, or cause to be deposited, sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, Assured Guaranty hereby waives, in each case for the benefit of the Holders only, all rights and defenses of any kind (including, without limitation, the defense of fraud in the inducement or in fact or any other circumstance that would have the effect of discharging a surety, guarantor or any other person in law or in equity) that may be available to Assured Guaranty to deny or avoid payment of its obligations under this Policy in accordance with the express provisions hereof. Nothing in this paragraph will be construed (i) to waive, limit or otherwise impair, and Assured Guaranty expressly reserves, Assured Guaranty's rights and remedies, including, without limitation: its right to assert any claim or to pursue recoveries (based on contractual rights, securities law violations, fraud or other causes of action) against any person or entity, in each case, whether directly or acquired as a subrogee, assignee or otherwise, subsequent to making any payment to the Trustee or the Paying Agent, in accordance with the express provisions hereof, and/or (ii) to require payment by Assured Guaranty of any amounts that have been previously paid or that are not otherwise due in accordance with the express provisions of this Policy.

This Policy (which includes each endorsement hereto) sets forth in full the undertaking of Assured Guaranty with respect to the subject matter hereof, and may not be modified, altered or affected by any other agreement or instrument, including, without limitation, any modification thereto or amendment thereof. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. This Policy will be governed by, and shall be construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Assured Guaranty has caused this Policy to be affixed with its corporate seal, to be signed by its duly authorized officer, and to become effective and binding upon Assured Guaranty by virtue of such signature.



ASSURED GUARANTY CORP.

By: 
John Tishan
Managing Director

Signature attested to by:


Counsel

NOTICE OF NONPAYMENT

Assured Guaranty Corp.
1325 Avenue of the Americas
New York, New York 10019
Attention: Risk Management Department - Public Finance Surveillance and General Counsel

The undersigned, [a duly authorized officer of [TRUSTEE][PAYING AGENT]] (the "Trustee" or the "Paying Agent"), hereby certifies to Assured Guaranty Corp. ("Assured Guaranty") with reference to Financial Guaranty Insurance Policy No. _____ (the "Policy"), that:

(i) The deficiency with respect to the Insured Payment that is Due for Payment and unpaid by reason of Nonpayment on [insert applicable payment date] is \$[insert applicable amount] (the "Deficiency Amount").

(ii) The [Trustee][Paying Agent] is making a claim under the Policy for the Deficiency Amount.

(iii) The [Trustee][Paying Agent] agrees that, following payment by Assured Guaranty made with respect to the Deficiency Amount which is the subject of this Notice of Nonpayment, it will (a) cause such amounts to be applied directly to the payment of the applicable Insured Payment; (b) insure that such funds are not applied for any other purpose; and (c) cause an accurate record of such payment to be maintained with respect to the appropriate Insured Payment(s), the corresponding claim on the Policy, and the proceeds of such claim.

(iv) The [Trustee][Paying Agent], on behalf of the Holders, hereby assigns to Assured Guaranty all rights of the [Trustee][Paying Agent] and the Holders with respect to the Obligations to the extent of any payments under the Policy, including without limitation any amounts due to the Holders in respect of securities law violations arising from the offer and/or sale of the Obligations; provided, that payments to Assured Guaranty in respect of the foregoing assignment shall in all cases be subject to and subordinate to the rights of the Holders to receive all payments in respect of the Obligations. The foregoing assignment is in addition to, and not in limitation of, rights of subrogation otherwise available to Assured Guaranty in respect of such payments. The [Trustee][Paying Agent][Holder] shall take such action and deliver such instruments as may be reasonably requested or required by Assured Guaranty to effectuate the purpose or provisions of this paragraph (iv).

(v) The [Trustee][Paying Agent], on its behalf and on behalf of the Holders, hereby appoints Assured Guaranty as agent and attorney-in-fact for the [Trustee][Paying Agent] and each such Holder in any legal proceeding with respect to the Obligations. The [Trustee][Paying Agent] hereby agrees that, so long as Assured Guaranty shall not be in default in its payment obligations under the Policy, Assured Guaranty may at any time during the continuation of any proceeding by or against the issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including, without limitation, (A) all matters relating to any claim in connection with an Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment made with respect to the Obligations (a "Preference Amount"), (B) the direction of any appeal of any order relating to any Preference Amount at the expense of Assured Guaranty but subject to reimbursement as provided in the as set forth in the documentation providing for the issuance of and securing the Obligations, if any, and (C) the posting of any surety, supersedeas or performance bond pending any appeal. In addition, the [Trustee][Paying Agent] hereby agrees that Assured Guaranty shall be fully subrogated to, and the [Trustee][Paying Agent] on its behalf and on behalf of each Holder, hereby delegates and assigns, to the fullest extent permitted by law, the rights of the [Trustee][Paying Agent] and each Holder in the conduct of any Insolvency Proceeding, including without limitation all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

(vi) Payment should be made by credit to the following account:

Capitalized terms used in this Notice of Nonpayment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Policy.

This Notice of Nonpayment may be revoked at any time by written notice of such revocation by the [Trustee][Paying Agent][Holder] to the Assured Guaranty.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Nonpayment as of the ____ day of _____ of _____.

[TRUSTEE/PAYING AGENT]

By: _____
Name:
Title:



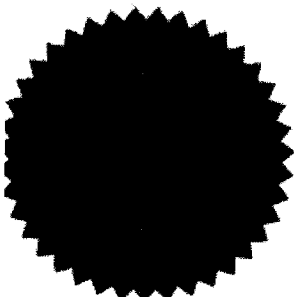
Endorsement to Financial Guaranty Insurance Policy
(California Governing Law)

| | | | |
|--------------|-----------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------|
| Issuer: | County of Riverside Asset Leasing Corporation | Policy No. | D-2008-1047 |
| Obligations: | \$78,895,000 Variable Rate Demand Leasehold Revenue Refunding Bonds Series 2008A (Southwest Justice Center Refunding) | | Effective Date: December 10, 2008 |

Notwithstanding the terms and provisions contained in the Policy, it is further understood that the insurance provided by the Policy to which this endorsement is attached and of which it forms a part shall be governed by, and shall be construed in accordance with, the laws of the State of California.

Nothing herein shall be construed to waive, alter, reduce or amend coverage in any other section of the Policy. If found contrary to the Policy language the terms of this endorsement shall supersede the Policy language.

IN WITNESS WHEREOF, Assured Guaranty has caused this endorsement to be affixed with its corporate seal, to be signed by its duly authorized officer and to become effective and binding upon Assured Guaranty on the Effective Date listed above by virtue of such signature.



ASSURED GUARANTY CORP.

By: [Signature]
John Tjahjan
Managing Director

Signature attested to by:
[Signature]
Counsel

Form E-CA003 (05/07)

Assured Guaranty Corp.

1325 Avenue of the Americas
New York, NY 10019

main 212 974 8100 info@assuredguaranty.com
fax 212 581 3268

www.assuredguaranty.com



Endorsement to Financial Guaranty Insurance Policy
(California Business Day)

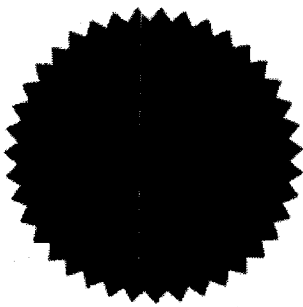
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|---------------|-----------------------------------------------------------------------------------------------------------------------|-----------------|-------------------|
| Issuer: | County of Riverside Asset Leasing Corporation | Policy No. | D-2008-1047 |
| Obbligations: | \$78,895,000 Variable Rate Demand Leasehold Revenue Refunding Bonds Series 2008A (Southwest Justice Center Refunding) | Effective Date: | December 10, 2008 |

Notwithstanding the terms and provisions contained in the Policy, the Policy to which this endorsement is attached and of which it forms a part is hereby amended to provide that the term "Business Day" means any day other than (i) a Saturday or Sunday, (ii) any day on which the offices of the Trustee, the Paying Agent or Assured Guaranty are closed, or (iii) any day on which banking institutions are authorized or required by law, executive order or governmental decree to be closed in the City of New York, the State of Maryland or the State of California.

It is further understood the Policy to which this endorsement is attached and of which it forms a part is hereby amended to provide that a Notice will be deemed to be Received on a given Business Day if it is Received prior to 12:00 noon (Pacific Standard time) on such Business Day; otherwise it will be deemed Received on the next Business Day.

Nothing herein shall be construed to waive, alter, reduce or amend coverage in any other section of the Policy. If found contrary to the Policy language, the terms of this endorsement shall supersede the Policy language.

IN WITNESS WHEREOF, Assured Guaranty has caused this endorsement to be affixed with its corporate seal, to be signed by its duly authorized officer and to become effective and binding upon Assured Guaranty on the Effective Date listed above by virtue of such signature.



ASSURED GUARANTY CORP.

By:
John Trahan
Managing Director

Signature attested to by:

Counsel

Form E-CA002 (03/07)

Assured Guaranty Corp.

1335 Avenue of the Americas
New York, NY 10019

main 212 874 0100 info@assuredguaranty.com
fax 212 581 3268

www.assuredguaranty.com



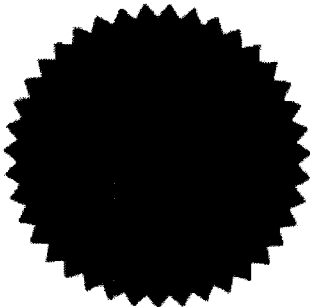
Endorsement to Financial Guaranty Insurance Policy
(California Insurance Guaranty Association)

| | | | |
|-----------------|-----------------------------------------------------------------------------------------------------------------------|------------|-------------|
| Issuer: | County of Riverside Asset Leasing Corporation | Policy No. | D-2008-1047 |
| Obligations: | \$78,895,000 Variable Rate Demand Leasehold Revenue Refunding Bonds Series 2008A (Southwest Justice Center Refunding) | | |
| Effective Date: | December 10, 2008 | | |

Notwithstanding the terms and provisions contained in the Policy, it is further understood that the insurance provided by the Policy to which this endorsement is attached and of which it forms a part is not covered by the California Insurance Guaranty Association, established pursuant to the laws of the State of California (California Insurance Code, Article 15.2).

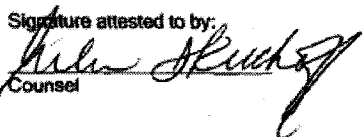
Nothing herein shall be construed to waive, alter, reduce or amend coverage in any other section of the Policy. If found contrary to the Policy language, the terms of this endorsement shall supersede the Policy language.

IN WITNESS WHEREOF, Assured Guaranty has caused this endorsement to be affixed with its corporate seal, to be signed by its duly authorized officer and to become effective and binding upon Assured Guaranty on the Effective Date listed above by virtue of such signature.



ASSURED GUARANTY CORP.

By: 
John J. Trahan
Managing Director

Signature attested to by: 
Counsel

Form E-CA001 (05/07)

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New York, NY 10019

main 212 974 0100 info@assuredguaranty.com
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