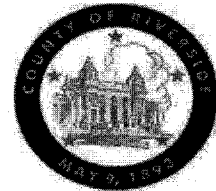


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
(ID # 3178)

MEETING DATE:
Tuesday, December 13, 2016

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Adoption of Resolution No. PFA2016-05 Approving a Reserve Fund Insurance Policy and Release of Property Previously Leased with Respect to the Riverside County Public Financing Authority Lease Revenue Bonds (Capital Facilities Project), Series 2015, All, [\$234,656], Bond Proceeds 100%

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt Resolution PFA2016-05 approving a reserve fund insurance policy and release of property previously leased with respect to the Riverside County Public Financing Authority Lease Revenue Bonds (Capital Facilities Project), Series 2015, approving the execution and delivery of a site lease, lease agreement and assignment agreement, and other matters related thereto, and;
2. Approve and authorize the Executive Office to execute the attached Debt Service Reserve Agreement with Build America Mutual Assurance Company for the insurance policy.

ACTION: Policy


Stephanie Pasi 12/6/2016

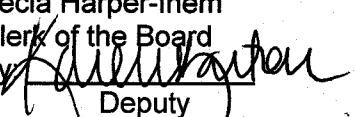
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 234,656	\$ 0	\$ 234,656	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Bond proceeds			Budget Adjustment: No	
			For Fiscal Year: 16/17	

C.E.O. RECOMMENDATION: APPROVE

MINUTES OF THE BOARD OF DIRECTORS OF THE PUBLIC FINANCING AUTHORITY

On motion of Director Washington, seconded by Director Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit
Date: December 13, 2016
xc: E.O.

Kecia Harper-Ihem
 Clerk of the Board
 By 
 Deputy

5-1A

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

BACKGROUND:

Summary

In 2015, the Lease Revenue Bonds (Capital Facilities Project), Series 2015 ("Lease Revenue Bonds") were issued to finance the construction of the East County Detention Center. At the time the financing was secured by a cash funded reserve account.

During the last year, the credit markets have moved away from requiring cash funded reserves. In the original financing documents, a surety is acceptable to meet the reserve requirement. The County solicited surety providers and has chosen Build America Mutual Assurance Company ("BAM") as the lowest responsive bidder.

The substitution of the reserve account will release approximately \$10 million in cash for other capital project needs. The cash will be transferred to the Capital Improvement Fund since the funds are restricted by law for capital purposes. The Capital Improvement Fund currently holds general fund money for County projects that are not otherwise candidates for financing, typically due to small size. The general fund money will then be placed into reserves and available to help maintain our target reserve policy.

During the evaluation of available collateral for the Lease Revenue Bonds it was determined that the project is over collateralized due to current value increases. The attached quitclaim deed will release the Riverside County Academy of Justice for other uses. Section 13 of the Site Lease and Section 2.06 of the Facility Lease provide that the County shall have the right to substitute alternate real property for the Leased Property and/or to release portions of the Leased Property from the Site Lease and the Facility Lease; provided that the conditions set forth in Section 2.06(b) of the Facility Lease permitting such release and/or substitution have been satisfied. Legal Counsel has determined that all conditions have been met.

Impact on Residents and Businesses

This action will help the County preserve its overall financial position.

SUPPLEMENTAL:

Additional Fiscal Information

The cost to replace the \$10 million in cash with a surety is \$234,656. This represents the insurance cost at 2.25% of the policy limit, which is \$10,429,162.50. Through a bid process, Build America Mutual Assurance Company ("BAM") submitted this pricing which represented the lowest responsive bid. This is a one-time fee that will be paid at the time of the transaction from funds on hand in the reserve account. The budget adjustment to transfer funds from the Capital Improvement Fund to the general fund will appear in the 1st quarter budget report.


Gregory V. Priantos, Director County Counsel

12/5/2016


Ivan Chand

12/6/2016

RESOLUTION NO. PFA2016-05

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF AMENDMENTS TO A SITE LEASE, A FACILITY LEASE, AN ASSIGNMENT AGREEMENT AND AN INDENTURE IN CONNECTION WITH PROVISION OF A RESERVE FUND INSURANCE POLICY AND WITH THE RELEASE OF PROPERTY PREVIOUSLY LEASED WITH RESPECT TO THE RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY LEASE REVENUE BONDS (CAPITAL FACILITIES PROJECT), SERIES 2015; AND AUTHORIZING EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the County of Riverside (the "County") has heretofore leased to the Riverside County Public Financing Authority (the "Authority"), certain parcels of real property, and the improvements thereon (the "Leased Property"), pursuant to a Site Lease, dated as of June 1, 2015 (the "Site Lease");

WHEREAS, in order to finance a portion of the costs of the acquisition, construction, rehabilitation and installation of certain detention center facilities and related facilities, the County leased the Lease Property back from the Authority pursuant to a Facility Lease, dated as of June 1, 2015 (the "Facility Lease");

WHEREAS, the Authority assigned, without recourse, all its rights to receive the Base Rental Payments scheduled to be paid by the County for the Leased Property under the Facility Lease and the Site Lease to U.S. Bank National Association, as trustee (the "Trustee"), pursuant to the Indenture, dated as of June, 2015 (the "Indenture"), among the County, the Authority and the Trustee;

WHEREAS, in accordance with the Indenture, the Authority executed and delivered its Lease Revenue Bonds (Capital Facilities Project), Series 2015 (the "Series 2015 Bonds"), in the aggregate principal amount of \$325,000,000;

WHEREAS, Section 13 of the Site Lease and Section 2.06 of the Facility Lease provide that the County shall have the right to substitute alternate real property for the Leased Property and/or to release portions of the Leased Property from the Site Lease and the Facility Lease; provided that the conditions set forth in Section 2.06(b) of the Facility Lease permitting such release and/or substitution have been satisfied;

WHEREAS, the Authority is advised that the County has determined to release a portion of the Leased Property leased under the Site Lease and the Facility Lease and subject to the Assignment Agreement and, in accordance with the provisions of Section 13 of the Site Lease and Section 2.06 of the Facility Lease, the County and the Authority desire to amend the Site Lease, the Facility Lease and the Assignment Agreement so as to revise the legal description of such

FORM APPROVED COUNTY COUNSEL
BY *Dale Gardner* 12/5/16
DALE A. GARDNER DATE

Property set forth, respectively, in Exhibit "A" to the Site Lease, the Facility Lease and the Assignment Agreement;

WHEREAS, the County and the Authority seek to reconvey to the County the released portion of the Leased Property, and to correct the Site Lease, the Facility Lease and the Assignment Agreement with respect to the Leased Property subject thereto, and there have been presented to the Board forms of A Termination Agreement and Quitclaim, First Amended and Restated Facility Lease, First Amended and Restated Site Lease and First Amended and Restated Assignment Agreement in order to amend and restate the description of the Leased Property set forth therein;

WHEREAS, Section 3.04(b) of the Indenture provides that the County shall have the right to substitute a Reserve Fund Credit Facility, as defined in the Indenture for the funds held by the Trustee in the Reserve Fund which funds may then be released to the County and used for capital projects of the County;

WHEREAS, the Authority is advised that Build America Mutual Assurance Company ("BAM") has issued its commitment to provide a qualifying Reserve Fund Credit Facility (the "Reserve Fund Credit Facility") which the County has accepted;

WHEREAS, BAM has presented a Debt Service Reserve Agreement to be executed and delivered by the County and the Authority in connection with the delivery of the Reserve Credit Facility;

WHEREAS, the substitution of the Reserve Fund Credit Facility requires certain amendments to the Indenture, as set forth in the First Supplement to Indenture to be entered into by the parties thereto;

WHEREAS, the Board of Directors of the Authority (the "Board") has been presented with the form of each document referred to herein relating to the actions contemplated hereby, and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such actions; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Riverside County Public Financing Authority, as follows:

Section 1. All of the recitals herein contained are true and correct and the Board so finds.

Section 2. The form of the First Amended and Restated Site Lease, on file with the Secretary of the Board, is hereby approved, and the Chair, the Vice Chair and the Secretary, and any such other officer of the Authority as such the Chair, the Vice Chair and the Secretary may designate (the "Authorized Officers"), are each hereby authorized and directed, for and in the name

and on behalf of the Authority, to execute and deliver the First Amended and Restated Site Lease in substantially said form with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The form of the First Amended and Restated Facility Lease, on file with the Secretary of the Board, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the First Amended and Restated Facility Lease in substantially said form with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The form of the First Amended and Restated Assignment Agreement, on file with the Secretary of the Board, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the First Amended and Restated Assignment Agreement in substantially said form with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. The form of Quitclaim, on file with the Secretary of the Board, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Quitclaim in substantially said form with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. The form of the First Supplement to Indenture, on file with the Secretary of the Board, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the First Supplement to Indenture in substantially said form with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

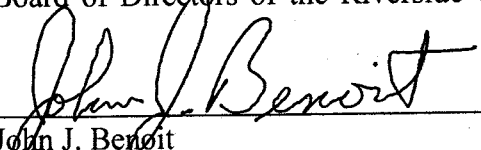
Section 7. The form of the Debt Service Reserve Agreement, on file with the Secretary of the Board, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Debt Service Reserve Agreement in substantially said form with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 8. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

Section 9. All actions heretofore taken by the officers, employees and agents of the Authority with respect to the transactions set forth above are hereby approved, confirmed and ratified.

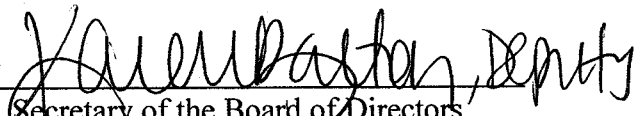
Section 10. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Riverside County Public Financing Authority on December 13, 2016.



John J. Benoit
Chair of the Board of Directors of the
Riverside County Public Financing Authority

ATTEST:

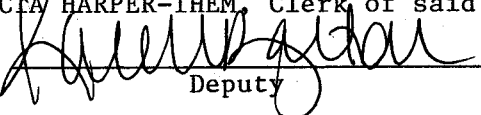


Secretary of the Board of Directors
of the Riverside County Public Financing Authority

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit

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

FIRST SUPPLEMENT TO INDENTURE

by and among

**U.S. BANK NATIONAL ASSOCIATION
as Trustee,**

COUNTY OF RIVERSIDE

and

RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY

Dated as of December 1, 2016

**relating to the
RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY
LEASE REVENUE BONDS
(CAPITAL FACILITIES PROJECT), SERIES 2015**

FIRST SUPPLEMENT TO INDENTURE

THIS FIRST SUPPLEMENT TO INDENTURE (this "First Supplement") is dated as of December 1, 2016, by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America (the "Trustee"), the COUNTY OF RIVERSIDE, a political subdivision duly organized and existing under the Constitution and laws of the State of California (the "County"), and RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority");

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority, duly organized and existing under and pursuant to that certain Amended and Restated Joint Exercise of Powers Agreement, dated as of May 15, 1999 (the "Joint Powers Agreement"), by and between the County and the Redevelopment Agency of the County, and under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and is authorized and empowered pursuant to Article 4 (commencing with Section 6584) of the Act to issue bonds for the purposes of financing and refinancing public capital improvements, and for all purposes related thereto;

WHEREAS, the Authority has previously issued its Riverside County Public Financing Authority Lease Revenue Bonds (Capital Facilities Project), Series 2015 (the "Series 2015 Bonds"), in the aggregate principal amount of \$325,000,000 pursuant to an Indenture, dated as of June 1, 2015 (the "Original Indenture," and as supplemented by this First supplement, the "Indenture") to finance certain public improvements described in Exhibit A-2-1 of the Original Indenture (the "Project");

WHEREAS, Section 3.04(b) of the Indenture provides that the County may substitute a Reserve Fund Credit Facility for amounts currently deposited in the Reserve Fund (as those terms are defined in the Indenture); provided that amounts released from the Reserve Fund are used for certain authorized purposes, including the funding of capital projects of the County (the "Authorized Project");

WHEREAS, the County has determined to acquire and has acquired a Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy") from Build America Mutual Assurance Company ("BAM") in the amount of the Reserve Fund Requirement, and that upon delivery of the Reserve Policy hereunder, upon direction of the County the Trustee shall transfer all amounts held in the Reserve Fund to an account designated by the County to fund the Authorized Project;

[WHEREAS, the County and the Authority have executed and entered into a Site Lease (the "Site Lease") dated as of June 1, 2015, whereby the County has agreed to lease to the Authority certain real property and improvements thereon or to be located thereon, more particularly described in Exhibit A-1-1 attached to the Indenture (the "Leased Property");

WHEREAS, the County and the Authority have executed and entered into a Facility Lease (the "Facility Lease") dated as of June 1, 2015, whereby the County has agreed to sublease back the Leased Property from the Authority;

WHEREAS, under and pursuant to Section 2.06 of the Facility Lease, the County may under certain conditions amend the Facility Lease, the Site Lease and the Assignment Agreement to remove real property from such agreements upon compliance with the terms of Section 2.06(b) of the Facility Lease;

WHEREAS, each of the conditions set forth in Section 2.06(b) of the Facility Lease to the removal of real property from the Facility Lease, the Site Lease and the Assignment Agreement have been met and the real property described as Parcel 10 in Exhibit A to each of such agreements has been removed from Exhibit A by amendments thereto;

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 First Supplement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Supplement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

ARTICLE XIII

RESERVE FUND CREDIT FACILITY; AMENDMENTS; MISCELLANEOUS

SECTION 13.01 Delivery of Reserve Fund Credit Facility. The Trustee is directed to credit the Reserve Policy to the Reserve Fund and to transfer amounts presently held in the Reserve Fund to the County as follows: [insert wire instructions].

SECTION 13.02 Debt Service Reserve Agreement. The County, the Authority and BAM have entered into the Debt Service Reserve Agreement, the provisions of which relate to draws and payment provisions of the Reserve Policy, which provisions are fully incorporated herein as if set forth in this Indenture.

SECTION 13.03 Additional Provisions Relating to the Reserve Policy.

(a) Point 1.

[_____].

(b) Point 2.

{_____}

SECTION 13.04 Amendments to Indenture. The following defined terms are added to Section 1.01 hereof:

Reserve Policy The term "Reserve Policy" means, _____.

BAM The term "BAM" means _____.

First Amendment to Facility Lease The term "First Amendment to Facility Lease" means _____.

First Amendment to Site Lease The term "First Amendment to Site Lease" means _____.

First Amendment to Assignment Agreement The term "First Amendment to Assignment Agreement " means _____.

The following provisions of the Indenture are amended in the following manner:

[to come]

SECTION 13.05 Interpretation. This First Supplement and all of the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Indenture. The Indenture is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby.

SECTION 13.06 Due Authorization. The Authority and the County have reviewed all proceedings heretofore taken relative to the execution and delivery of this First Supplement and has found, as a result of such review, and does hereby find and determine, that the County and the Authority have duly and regularly complied with all applicable provisions of law and is duly authorized by law to execute and deliver this First Supplement.

SECTION 13.07 Execution in Several Counterparts. This First Supplement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the County, the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 13.08 Governing Law. This First Supplement shall be governed and construed in accordance with the laws of the State of California.

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

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Officer

COUNTY OF RIVERSIDE

By: _____
County Executive Officer

Attest:

By: _____
Clerk of the Board of Supervisors

RIVERSIDE COUNTY PUBLIC FINANCING
AUTHORITY

By: _____
Chairman

Attest:

By: _____
Secretary

**TO BE RECORDED AND WHEN RECORDED
RETURN TO:**

**Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, Suite 3200
Los Angeles, California 90017
Attention: William W. Bothwell**

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY
TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE
AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.**

**FIRST AMENDMENT TO
SITE LEASE**

by and between

COUNTY OF RIVERSIDE

and

RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY

Dated as of December 1, 2016

FIRST AMENDMENT TO THE SITE LEASE

THIS FIRST AMENDMENT TO THE SITE LEASE (this "Amendment"), executed and entered into as of December 1, 2016, is by and between the COUNTY OF RIVERSIDE (the "County"), a county and political subdivision of the State of California organized and existing under the laws of the State of California, as lessor, and the COUNTY OF RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY, a _____ (the "Authority"), as lessee.

WITNESSETH:

WHEREAS, the County has heretofore leased to the Authority certain parcels of real property, and the improvements thereon, pursuant to a Site Lease, dated as of June 1, 2015 (the "Site Lease"); which was recorded on June 8, 2015 in the official records of Riverside County as Document No. 2015-0239731;

WHEREAS, in order to finance a portion of the costs of the acquisition, construction, rehabilitation and installation of certain detention center and related facilities, the County leased those parcels of real property, and the improvements thereon, the subject of the Site Lease, from the Authority, pursuant to a Facility Lease, dated as of June 1, 2015 (the "Facility Lease"); a memorandum of which was recorded on June 8, 2015 in the official records of Riverside County as Document No. 2015-0239732;

WHEREAS, Section 13 of the Site Lease and Section 2.06 of the Facility Lease provide that the County shall have the right to substitute alternate real property for the Leased Property and/or to release portions of the Leased Property from the Site Lease and the Facility Lease; provided that the conditions set forth in Section 2.06(b) of the Facility Lease permitting such release and/or substitution have been satisfied;

WHEREAS, the County has determined to release a portion of the Leased Property leased under the Site Lease and the Facility Lease and subject to the Assignment Agreement and, in accordance with the provisions of Section 13 of the Site Lease and Section 2.06 of the Facility Lease, the County and the Authority desire to amend the Site Lease, the Facility Lease and the Assignment Agreement so as to revise the legal description of such Property set forth, respectively, in Exhibit "A" to the Site Lease, the Facility Lease and the Assignment Agreement;

WHEREAS, the County and the Authority seek to reconvey to the County the released portion of the Leased Property, and to correct the Site Lease, the Facility Lease and the Assignment Agreement with respect to the Leased Property subject thereto;

WHEREAS, the County and the Authority have entered into this Amendment in order to amend and restate the description of the Leased Property set forth in Exhibit "A" of the Site Lease, with such amended and restated legal description of the leased property attached hereto as Exhibit "A"; 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 regular and due time,

form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Amendment;

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

ARTICLE I

AUTHORITY AND DEFINITIONS

Section 1.01 Amendment. This Amendment amends the Site Lease.

Section 1.02 Authority for Amendment. This Amendment is entered into pursuant to Section 13 of the Site Lease and Section 2.06 of the Facility Lease. Similar amendments are being made to the Facility Lease and the Assignment Agreement.

Section 1.03 Definitions. All terms defined in Section 1.01 of the Facility Lease shall have the same meanings in this Amendment as such terms are given in the Site Lease.

ARTICLE II

AMENDMENTS TO SITE LEASE

Section 2.01 Amendments to Exhibit A. The real property comprising the Leased Property described in Exhibit A to the Site Lease is amended and restated as set forth in Exhibit "A" hereto, and incorporated by reference herein. Leased Property not described in Exhibit "A" to this Amendment, which was covered by the Site Lease prior to the effective date of this Amendment, is hereby released. Now therefore, the County hereby leases to the Authority and the Authority hereby leases from the County the Leased Property described in Exhibit A attached hereto, on the terms and conditions set forth in the Site Lease, and subject to all Permitted Encumbrances.

Section 2.02 Effectiveness. This Amendment shall become effective upon the execution hereof by the County and the Authority. This Amendment shall be recorded with the Riverside County Recorder.

ARTICLE III

SITE LEASE TO REMAIN IN EFFECT; COUNTERPARTS

Section 3.01 Site Lease to Remain in Effect. Save and except as amended by this Amendment, the Site Lease shall remain in full force and effect.

Section 3.02 Counterparts. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority and the County have caused this Amendment to be executed by their respective officers hereunto duly authorized, all as of the day and year first above written.

COUNTY OF RIVERSIDE

By: _____
Authorized Officer

**RIVERSIDE COUNTY PUBLIC FINANCING
AUTHORITY**

By: _____
Authorized Officer

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that certain real property, situated in the County of Riverside, State of California, described as follows:

Parcel 1:

Being a portion of Block 9, Range 5, Town of Riverside Map as shown by map on file in Book 7, Page 17, Records of San Bernardino County, lying within the Jurupa Rancho described as follows:

Beginning at a point 16.00 feet along the Southerly line of Ninth Street from the Northwest corner of Block 9, Range 5, as shown by "Map of Town of Riverside" on file in Book 7, Page 17 of Maps. Said point also being the Northerly corner of Record of Survey, recorded in Book 121, Pages 8 and 9 Record of Surveys in the City of Riverside, Riverside County, California.

Thence Southeasterly along the Southerly right of way line of Ninth Street, 149.96 feet to the centerline of an alley (16 feet wide);

Thence South 29°43'49" West 50.00 feet along the centerline of the alley;

Thence South 60°12'57" East, 8.00 feet to the Westerly corner of Parcel 5 as shown on said Record of Survey;

Thence South 29°43'49" West 214.00 feet along the Easterly line of the alley to Northerly corner of Lot 5 of "Map of Town of Riverside";

Thence along the Northerly and Westerly lines of Lot 5 the following two courses, South 60°12'57" East 16.00 feet;

Thence South 29°43'49' East 66.69 feet to the Northerly line of 10th Street as shown on said Record of Survey;

Thence along the Northerly right of way line of Tenth Street, 174.05 more or less to the Easterly line of the Parcel land described in Deed as condemned by the City of Riverside, a certified copy of the Decree of Condemnation being recorded September 21, 1931 in Book 46, Page 68 of Official Records of Riverside County, California;

Thence Northerly along said Easterly line and the Easterly right of way line of Orange Street, 330.77 feet to the true point of beginning.

Said description is made pursuant to that certain Certificate of Compliance for Parcel Merger recorded April 13, 2011 as Instrument No. 2011-0162069 of Official Records.

Assessor's Parcel No: 215-373-018 and 019

Parcel 2:

All that portion of Block 10, Range 5 of the Town of Riverside, in the County of Riverside, State of California, as shown by map on file in Book 7, Page 17 of Maps, San Bernardino County Records.

Beginning at the Northwesterly corner of said Block; thence Southeasterly 330 feet to the Northeast corner of said Block; thence Southerly along the Westerly line of Lemon Street 223 feet; thence at right angles Westerly and parallel with the Southerly line of Tenth Street 165 feet; thence Southwesterly and parallel with Orange Street 2 feet; thence Northwesterly 165 feet to the Easterly line of Orange Street; thence continuing along the Easterly line of Orange Street, Northeasterly 225 feet to the true point of beginning.

Excepting therefrom the Northwesterly 16 feet thereof condemned by the City of Riverside for the purpose of widening Orange Street.

Assessor's Parcel No: (Portion of Assessor's Parcel No: 215-110-003)

Parcel 3:

All that portion of Section 18, Township 2 South, Range 4 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly described as follows:

Commencing at the intersection of the Southeasterly line of the Southern Pacific Railroad right of way with the West line of Rustin Avenue (50.00 feet wide), said point being the Northeast corner of Parcel 1 conveyed to Bear Medical Systems, Inc., by deed recorded April 30, 1982 as Instrument No. 73585 of Official Records of Riverside County, California;

Thence South $57^{\circ}05'40''$ West, along said Southeasterly line, a distance of 9.50 feet to a point in a line parallel with and distant Westerly 8.00 feet, measured at right angles from said West line of Rustin Avenue;

Thence South $00^{\circ}14'50''$ East, along said parallel line, a distance of 600.87 feet to a point therein for the true point of beginning;

Thence South $89^{\circ}45'10''$ West, a distance of 627.57 feet to a point in the West line of said Parcel 1 conveyed to Bear Medical Systems, Inc., as aforesaid;

Thence South $00^{\circ}14'35''$ East along the West line of said Parcel 1 and along the West line of Parcel 2 conveyed to Bear Medical Systems, Inc., as aforesaid, a distance of 1004.75 feet to the Southwest corner of said Parcel 2;

Thence South $89^{\circ}46'05''$ East, along the South line of said Parcel 2, a distance of 627.67 feet to said parallel line;

Thence North $00^{\circ}14'50''$ West, along said parallel line, a distance of 1010.00 feet to the true point of beginning.

Assessor's Parcel No: 249-140-032-9

Parcel 4:

Parcels 1 through 4 of Amended Parcel Map No. 15722, in the City of Indio, County of Riverside, State of California, as per Map filed in Book 85, Pages 50 and 51 of Parcel Maps Records of Riverside County.

Parcel 4A:

The South 125 feet of the Easterly 50 feet of the South half of the West quarter of the South half of the Northeast quarter of Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Parcel 4B:

The North 50 feet of the South 182 feet of the West 175.95 feet of the North half of the West quarter of the South half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Parcel 4C:

The East 50 feet of the South half of the West quarter of the South half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom the South 125 feet of said Easterly 50 feet.

Parcel 4D:

That portion of the South one-half of the West one-half of the South one-half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 West, in the City of Indio, County of Riverside, State of California, San Bernardino base and Meridian, described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section;

Thence South along the quarter Section line, 60 feet;

Thence Easterly parallel with the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 100 feet;

Thence North to a point on the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 60 feet;

Thence West along the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section, to the point of beginning;

Excepting the Westerly 21.55 feet thereof, conveyed to the City of Indio, recorded December 12, 1969 as Instrument No. 127267 of Official Records.

Parcel 4E:

The South one-half of the West one-quarter of the South one-half of the Northeast one quarter of the Northeast one quarter of Section 26, Township 5 South, Range 7 West, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian;

Excepting therefrom the Easterly 50 feet;

Also excepting therefrom that portion thereof described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section;

Thence South along the quarter Section line, 60 feet;

Thence Easterly parallel with the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 100 feet;

Thence North to a point on the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 60 feet;

Thence West along the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section, to the point of beginning, conveyed in deed recorded June 7, 1963 as Instrument No. 59367 of Official Records of said County.

Parcel 4F:

The South 50 feet of the Northerly 150 feet of the Easterly 150 feet of the North one half of the West one quarter of the South one half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom that portion lying within Towne Street.

Parcel 4G:

That portion of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Region 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian, described as follows:

Commencing at the Southeast corner of Plaza Tract as shown by Map on file Book 19, Page 35 of Maps, Records of Riverside County, California;

Thence South $89^{\circ} 32' 09''$ West a distance of 101.64 feet;

Thence South 00° 30' 06" West a distance of 150.00 feet to the true point of beginning;

Thence South 89° 28' 30" West a distance of 150.00 feet;

Thence South 00° 30' 06" West a distance of 48.00 feet;

Thence North 89° 28' 30" East a distance of 150.00 feet;

Thence North 00° 30' 06" East a distance of 48.00 feet to the true point of beginning.

Excepting therefrom any portion lying within Towne Street.

Parcel 4H:

The North 50 feet of the South 132 feet of the North half of the West half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom:

A portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner at the Plaza Tract as described in Map Book 19, Page 35, Records of Riverside County, California;

Thence South 00° 27' 00" West, a distance of 198.00 feet to the true point of beginning;

Thence North 89° 28' 30" East, a distance of 11.55 feet;

Thence South 00° 27' 00" West, a distance of 50.00 feet;

Thence South 89° 28' 30" West, a distance of 11.55 feet;

Thence North 00° 27' 00" East, a distance of 50.00 feet, to the true point of beginning.

Parcel 4I:

The South 82 feet of the South 132 feet of the North half of the West of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom a portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner at the Plaza Tract as described in Map Book 19, Page 35, Records of Riverside County, California;

Thence South 00° 27' 00" West, a distance of 248.00 feet to the true point of beginning;

Thence North 89° 28' 30" East, a distance of 11.55 feet;

Thence South 00° 27' 00" West, a distance of 82.00 feet;

Thence South 89° 28' 30 West, a distance of 11.55 feet;

Thence North 00° 27' 00" East, a distance of 82.00 feet, to the true point of beginning.

Parcel 4J:

Those portions of Oasis Street and Plaza Avenue vacated by that certain "Resolution No. 5845" recorded June 27, 1994 as Instrument No. 258694 of Official Records, which would pass by operation of law.

Parcel 4K:

That portion of Towne Street vacated by that certain "Resolution No. 5882" recorded September 27, 1995 as Instrument No. 321996 of Official Records, which would pass by operation of law.

Assessor's Parcel No: 614-060-030

Parcel 5:

That portion of Lot 1 of Amended Map of Reliance Acres, as shown by map on file in Book 18 of Maps, at Page 44 thereof, Records of Riverside County, California, and those portions of Lots 15, 16, and Planter Street (formerly John Street) of reliance acres as shown by map on file in Book 15, of Maps, Page 20, thereof, Records of Riverside County, California, described as follows:

Commencing at a point on the Northerly line of said Lot 1, said point also being the most Southerly corner of Lot 2 in Block 43 of La Granada, as shown by map on file in Book 12 of Maps, at Pages 42 through 51, Records of Riverside County, California;

Thence North 69°15'48" West along said Northerly line also being the Southerly line of said Lot 2 in Block 43, a distance of 108.68 feet;

Thence Westerly continuing along said Northerly line, also being the Southerly lines of said Lot 2 and Lot 1 of said Block 43 on a curve concave Southerly having a radius of 125.00 feet through an angle of 54°38'29", an arc length of 119.21 feet;

Thence South 56°05'43" West continuing along said Northerly line, also being said Southerly line of Lot 1 in Block 43, a distance of 77.34 feet;

Thence continuing South 56°05'43" West, a distance of 74.22 feet;

Thence South 33°36'58" West, a distance of 338.31 feet;

Thence North $56^{\circ}23'02''$ East, a distance of 545.83 feet;

Thence South $63^{\circ}57'52''$ East, a distance of 34.21 feet;

Thence Northeasterly, Easterly and Southerly on a non-tangent curve concave Southeasterly having a radius of 120.00 feet, through an angle of $186^{\circ}00'11''$ an arc length of 389.56 feet to the point of beginning of the Parcel of land to be described (the initial radial line bears North $71^{\circ}10'31''$ West);

Thence South $85^{\circ}39'34''$ East, a distance of 48.96 feet;

Thence Easterly on a curve concave Northerly having a radius of 360.00 feet through an angle of $34^{\circ}02'38''$ an arc length of 215.79 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 6.00 feet;

Thence North $30^{\circ}00'12''$ West, a distance of 10.00 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 136.00 feet;

Thence South $30^{\circ}00'12''$ East, a distance of 201.00 feet;

Thence Southeasterly, Southerly and Southwesterly on a curve concave Westerly, having a radius of 258.00 feet through an angle of $73^{\circ}00'00''$ an arc length of 328.72 feet to a point of compound curvature;

Thence Southwesterly on a curve concave Northwesterly having a radius of 508.00 feet, through an angle of $27^{\circ}00'00''$ an arc length of 239.39 feet to a point of compound curvature (the initial radial line bears South $47^{\circ}00'12''$ East);

Thence Southwesterly on a curve concave Northerly having a radius of 458.00 feet, through an angle of $31^{\circ}45'00''$ an arc length of 253.80 feet (the initial radial line bears South $20^{\circ}00'12''$ East);

Thence North $78^{\circ}15'12''$ West, a distance of 140.09 feet to the Southeasterly line of Purdy Street, as described in Deed to the City of Riverside recorded May 5, 1989 as Instrument No. 145601 of Official Records of Riverside County, California;

Thence North $11^{\circ}44'48''$ East, along said Southeasterly line, a distance of 15.09 feet to the most Easterly corner of said Purdy Street;

Thence North $78^{\circ}15'12''$ West along the Northeasterly line of said Purdy Street, a distance of 36.06 feet;

Thence North $11^{\circ}32'49''$ East a distance of 392.97 feet;

Thence Northeasterly on a non-tangent curve concave Northwesterly having a radius of 120.00 feet, through an angle of $60^{\circ}15'35''$ an arc length of 126.21 feet to the point of beginning (the initial radial line bears South $04^{\circ}54'45''$ East).

Assessor's Parcel No: 145-200-017 (Portion); 145-120-003 Portion

Parcel 6:

Lots 3, 5, 6, 8 and portion of Lots 1, 2, 4, 7, 9, 10, 12, Sager Street, Lucas Street and an utilities unnamed street, 80.00 feet wide of Reliance Acres, as shown by map on file in Book 15 of Maps, at Page 20 thereof, Records of Riverside County, California, and that portion of Section 12, Township 3 South, Range 6 West, of Rancho La Sierra, as shown by map on file in Book 6 of maps, at Page 70 thereof, Records of Riverside County, California.

Commencing at a point on the Northerly line of said Lot 1, said point also being the most Southerly corner of Lot 2 in Block 43 of la Granada, as shown by Miscellaneous Map on file in Book 12 of maps, at Pages 42 through 51, Records of Riverside County, California;

Thence North $69^{\circ}15'48''$ West along said Northerly line also being the Southerly line of said Lot 2, in Block 43, a distance of 108.68 feet;

Thence Westerly continuing along said Northerly line, also being the Southerly lines of said Lot 2 and Lot 1 of said Block 43 on a curve concave Southerly, having a radius of 125.00 feet through an angle of $54^{\circ}38'29''$ an arc length of 119.21 feet;

Thence South $56^{\circ}05'43''$ West continuing along said Northerly line also being said Southerly line of Lot 1 in Block 43, a distance of 77.34 feet;

Thence continuing South $56^{\circ}05'43''$ West a distance of 74.22 feet;

Thence South $33^{\circ}36'58''$ a distance of 338.31 feet;

Thence North $56^{\circ}23'02''$ East, a distance of 545.83 feet;

Thence South $63^{\circ}57'52''$ a distance of 34.21 feet;

Thence Northeasterly on a non-tangent curve concave Southeasterly having a radius of 120.00 feet through an angle of $76^{\circ}40'25''$ an arc length of 160.58 feet (the initial radial line bears North $71^{\circ}10'31''$ West);

Thence Easterly and Southeasterly continuing along said curve concave Southwesterly, having a radius of 120.00 feet through an angle $109^{\circ}19'46''$ an arc length of 228.98 feet;

Thence South $85^{\circ}39'34''$ East a distance of 48.96 feet;

Thence Easterly on a curve Northerly, having a radius of 360.00 feet through an angle of $34^{\circ}20'38''$ an arc length of 215.79 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 6.00 feet;

Thence North $30^{\circ}00'12''$ West a distance of 10.00 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 136.00 feet;

Thence North 30°00'12" West, a distance of 49.00 feet;

Thence North 59°59'48" East, a distance of 15.00 feet;

Thence North 30°00'12" a distance of 15.00 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 1118.00 feet through an angle of 03°40'37" an arc length of 71.75 feet;

Thence North 33°40'49" West a distance of 151.72 feet to the point of beginning of the Parcel of land to be described;

Thence continuing North 33°40'49" West a distance of 111.25 feet;

Thence South 56°19'11" West, a distance of 120.46 feet; thence North 33°40'49" West, a distance of 180.75 feet;

Thence Northerly on a curve concave Easterly, having a radius of 50.00 feet through an angle of 42°22'18" an arc length of 36.98 feet;

Thence North 08°41'29" East, a distance of 186.81 feet;

Thence Northeasterly on a curve concave Southeasterly, having a radius of 120.00 feet through an angle of 64°32'42" an arc length of 135.18 feet;

Thence North 73°14'11" East, a distance of 395.25 feet;

Thence Northeasterly on a curve concave Northwesterly having a radius of 67.00 feet through an angle of 16°01'41" an arc length of 18.74 feet;

Thence North 57°12'30" East a distance of 40.92 feet to the Southwesterly line of County Farm Road as described in easement deed to the City of Riverside recorded August 6, 1974 as Instrument No. 100405, and recorded September 20, 1974 as Instrument No. 122132, of Official Records of Riverside County, California;

Thence Southeasterly along said Southwesterly line on a non-tangent curve concave Northeasterly having a radius of 70.00 feet through an angle of 89°51'46" an arc length of 109.79 feet to the Easterly line of said Reliance Acres;

Thence South 01°15'58" West along said Easterly line, a distance of 360.21 feet;

Thence South 56°19'11" West a distance of 425.66 feet to the point of beginning.

Assessor's Parcel No: 145-120-003 (Portion)

Parcel 7:

Farm Lots 1 and 5 in Block 34 of Estudillo Land and Water Company's Addition to San Jacinto, in the City of San Jacinto, County of Riverside, State of California, as per map recorded in Book

9, Page 410 of maps, Records of San Diego County, California, together with those portions of Date Street, McLaren Avenue and Grand Avenue adjacent to said land, which would pass by operation of law with a conveyance of said lots, as vacated by resolutions in documents recorded April 23, 1946 in Book 743, Page 249 and November 13, 1963 as Instrument No. 120344 both of Official Records of Riverside County, California.

Assessor's Parcel No: 435-040-005; 435-040-006

Parcel 8:

Lot 9 of Hunter Subdivision, in the City of Jurupa Valley, County of Riverside, State of California, as per map recorded in Book 20, page(s) 100, of Maps, in the office of the County Recorder of said County, together with the Northeasterly half of Lot C of Hunter Subdivision, in the City of Jurupa Valley, County of Riverside, State of California, as per map recorded in Book 20, page(s) 100, of Maps, in the office of the County Recorder of said County bounded Northwesterly by the Southwesterly extension of the Northwesterly line and Southeasterly by the Southwesterly extension of the Southeasterly line of said Lot 9, abandoned by Resolution No. 2008-193 of the Board of Supervisors of the County of Riverside, recorded July 17, 2008 at Recording No. 2008-0390228 of Official Records.

Assessor's Parcel No: 181-051-021-9

Parcel 9:

Lot 1 in Block 16 of the Town of Elsinore, as shown by map on file in Book 6, Page 302 of maps, Records of San Diego County, California.

Excepting therefrom that portion described as follows:

Beginning at the intersection of the Southwesterly line of Graham Avenue and the Southeasterly line of Langstaff Street, as shown on said map; thence Southeasterly along the Southwesterly line of said Graham Avenue, 150.00 feet; thence Southwesterly, parallel with the Southeasterly line of said Langstaff Street, 150.00 feet; thence Northwesterly, parallel with the Southwesterly line of said Graham Avenue, 150.00 feet to the Southeasterly line of said Langstaff Street, thence Northeasterly along said Southeasterly line 150.00 feet to the point of beginning.

Parcel 9A:

That portion of Warm Springs Park Reserve to the Town of Elsinore, as shown by map on file in Book 6, Page 302 of Maps, Records of San Diego County, California, lying Southwesterly of the Southwesterly line of Graham Avenue and the Northwesterly prolongation thereof, as shown on said map and lying Northeasterly of the Northeasterly line of Limited Avenue prolonged Northwesterly as shown on said map.

Excepting therefrom the Northeasterly 200.00 feet thereof.

Also excepting therefrom that portion lying Southeasterly of the Northwesterly line of the certain Parcel of land as conveyed to Laguna Federal Savings and Loan by Quitclaim deed recorded August 15, 1978 as Instrument No. 171106 of Official Records of Riverside County, California.

Also excepting therefrom those portions shown as Parcels 3040-21 and 3040-25 as shown on record of survey filed March 5, 1992 in Records of Survey book 91, Pages 5 through 13 inclusive, Office of the Recorder, County of Riverside, California.

Assessor's Parcel No: 374-261-023

Parcel 10:

That portion of Lot 17, in Section 13, Township 4 South, Range 4 East, of Palm Valley Colony Lands, in the City of Palm Springs, County of Riverside, State of California, as per map recorded in Book 14, Page 652 of Maps, in the Office of the County Recorder of San Diego County, California, described as follows:

Beginning at the Northeast corner of said Lot 17, said corner being the intersection of the center line of Tahquitz-McCallum Way with the East line of said Section; thence Westerly 280.00 feet on said center line of Tahquitz-McCallum Way; thence Southerly 50.00 feet, at right angle, to the South line of Tahquitz-McCallum Way (100.00 feet wide) and the true point of beginning; thence Southerly 653.59 feet, parallel with the East line of said Section; thence Easterly 235.83 feet, parallel with said center line, to a line parallel with and Westerly 44.00 feet from the East line of said Section; thence Northerly 633.52 feet on last said parallel line to the beginning of a tangent curve, concave Southwesterly, of 20.00 feet radius, and tangential at its Westerly terminus with said South line of Tahquitz-McCallum Way; thence Northerly and Westerly 31.49 feet on said curve to said South line of Tahquitz-McCallum Way; thence Westerly 215.75 feet on said South line to the true point of beginning.

Assessor's Parcel No: 502-210-017

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the First Amendment to the Site Lease, dated as of December 1, 2016, by and between the County of Riverside (the "County") and the Riverside County Financing Authority (the "Authority"), from the County to the Authority, is hereby accepted by the undersigned on behalf of the Authority pursuant to authority conferred by resolution of the Board of Directors of the Authority adopted on December __, 2016, and the Authority consents to recordation thereof by its duly authorized officer.

Dated: _____, 2016

**RIVERSIDE COUNTY FINANCING
AUTHORITY**

By: _____
Authorized Officer

**TO BE RECORDED AND WHEN RECORDED
RETURN TO:**

**Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, Suite 3200
Los Angeles, California 90017
Attention: William W. Bothwell**

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY
TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE
AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.**

**FIRST AMENDMENT TO
FACILITY LEASE**

by and between

COUNTY OF RIVERSIDE

and

RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY

Dated as of December 1, 2016

FIRST AMENDMENT TO THE FACILITY LEASE

THIS FIRST AMENDMENT TO THE FACILITY LEASE (this "Amendment"), executed and entered into as of December 1, 2016, is by and between the COUNTY OF RIVERSIDE (the "County"), a county and political subdivision of the State of California organized and existing under the laws of the State of California, as lessor, and the COUNTY OF RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY, a _____ (the "Authority"), as lessee.

WITNESSETH:

WHEREAS, the County has heretofore leased to the Authority certain parcels of real property, and the improvements thereon, pursuant to a Site Lease, dated as of June 1, 2015 (the "Site Lease"); which was recorded on June 8, 2015 in the official records of Riverside County as Document No. 2015-0239731;

WHEREAS, in order to finance a portion of the costs of the acquisition, construction, rehabilitation and installation of certain detention center and related facilities, the County leased those parcels of real property, and the improvements thereon, the subject of the Site Lease, from the Authority, pursuant to a Facility Lease, dated as of June 1, 2015 (the "Facility Lease"); a memorandum of which was recorded on June 8, 2015 in the official records of Riverside County as Document No. 2015-0239732;

WHEREAS, Section 13 of the Site Lease and Section 2.06 of the Facility Lease provide that the County shall have the right to substitute alternate real property for the Leased Property and/or to release portions of the Leased Property from the Site Lease and the Facility Lease; provided that the conditions set forth in Section 2.06(b) of the Facility Lease permitting such release and/or substitution have been satisfied;

WHEREAS, the County has determined to release a portion of the Leased Property leased under the Site Lease and the Facility Lease and subject to the Assignment Agreement and, in accordance with the provisions of Section 13 of the Site Lease and Section 2.06 of the Facility Lease, the County and the Authority desire to amend the Site Lease, the Facility Lease and the Assignment Agreement so as to revise the legal description of such Property set forth, respectively, in Exhibit "A" to the Site Lease, the Facility Lease and the Assignment Agreement;

WHEREAS, the County and the Authority seek to reconvey to the County the released portion of the Leased Property, and to correct the Site Lease, the Facility Lease and the Assignment Agreement with respect to the Leased Property subject thereto;

WHEREAS, the County and the Authority have entered into this Amendment in order to amend and restate the description of the Leased Property set forth in Exhibit "A" of the Facility Lease, with such amended and restated legal description of the leased property attached hereto as Exhibit "A"; 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 regular and due time,

form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Amendment;

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

ARTICLE I

AUTHORITY AND DEFINITIONS

Section 1.01 Amendment. This Amendment amends the Facility Lease.

Section 1.02 Authority for Amendment. This Amendment is entered into pursuant to Section 13 of the Site Lease and Section 2.06 of the Facility Lease. Similar amendments are being made to the Site Lease and the Assignment Agreement.

Section 1.03 Definitions. All terms defined in Section 1.01 of the Facility Lease shall have the same meanings in this Amendment as such terms are given in the Facility Lease.

ARTICLE II

AMENDMENTS TO SITE LEASE

Section 2.01 Amendments to Exhibit A. The real property comprising the Leased Property described in Exhibit A to the Facility Lease is amended and restated as set forth in Exhibit "A" hereto, and incorporated by reference herein. Leased Property not described in Exhibit "A" to this Amendment, which was covered by the Facility Lease prior to the effective date of this Amendment, is hereby released. Now therefore, the County hereby leases to the Authority and the Authority hereby leases from the County the Leased Property described in Exhibit A attached hereto, on the terms and conditions set forth in the Facility Lease, and subject to all Permitted Encumbrances.

Section 2.02 Effectiveness. This Amendment shall become effective upon the execution hereof by the County and the Authority. This Amendment shall be recorded with the Riverside County Recorder.

ARTICLE III

SITE LEASE TO REMAIN IN EFFECT; COUNTERPARTS

Section 3.01 Facility Lease to Remain in Effect. Save and except as amended by this Amendment, the Facility Lease shall remain in full force and effect.

Section 3.02 Counterparts. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority and the County have caused this Amendment to be executed by their respective officers hereunto duly authorized, all as of the day and year first above written.

COUNTY OF RIVERSIDE

By: _____
Authorized Officer

**RIVERSIDE COUNTY PUBLIC FINANCING
AUTHORITY**

By: _____
Authorized Officer

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that certain real property, situated in the County of Riverside, State of California, described as follows:

Parcel 1:

Being a portion of Block 9, Range 5, Town of Riverside Map as shown by map on file in Book 7, Page 17, Records of San Bernardino County, lying within the Jurupa Rancho described as follows:

Beginning at a point 16.00 feet along the Southerly line of Ninth Street from the Northwest corner of Block 9, Range 5, as shown by "Map of Town of Riverside" on file in Book 7, Page 17 of Maps. Said point also being the Northerly corner of Record of Survey, recorded in Book 121, Pages 8 and 9 Record of Surveys in the City of Riverside, Riverside County, California.

Thence Southeasterly along the Southerly right of way line of Ninth Street, 149.96 feet to the centerline of an alley (16 feet wide);

Thence South 29°43'49" West 50.00 feet along the centerline of the alley;

Thence South 60°12'57" East, 8.00 feet to the Westerly corner of Parcel 5 as shown on said Record of Survey;

Thence South 29°43'49" West 214.00 feet along the Easterly line of the alley to Northerly corner of Lot 5 of "Map of Town of Riverside";

Thence along the Northerly and Westerly lines of Lot 5 the following two courses, South 60°12'57" East 16.00 feet;

Thence South 29°43'49' East 66.69 feet to the Northerly line of 10th Street as shown on said Record of Survey;

Thence along the Northerly right of way line of Tenth Street, 174.05 more or less to the Easterly line of the Parcel land described in Deed as condemned by the City of Riverside, a certified copy of the Decree of Condemnation being recorded September 21, 1931 in Book 46, Page 68 of Official Records of Riverside County, California;

Thence Northerly along said Easterly line and the Easterly right of way line of Orange Street, 330.77 feet to the true point of beginning.

Said description is made pursuant to that certain Certificate of Compliance for Parcel Merger recorded April 13, 2011 as Instrument No. 2011-0162069 of Official Records.

Assessor's Parcel No: 215-373-018 and 019

Parcel 2:

All that portion of Block 10, Range 5 of the Town of Riverside, in the County of Riverside, State of California, as shown by map on file in Book 7, Page 17 of Maps, San Bernardino County Records.

Beginning at the Northwestern corner of said Block; thence Southeasterly 330 feet to the Northeast corner of said Block; thence Southerly along the Westerly line of Lemon Street 223 feet; thence at right angles Westerly and parallel with the Southerly line of Tenth Street 165 feet; thence Southwesterly and parallel with Orange Street 2 feet; thence Northwesterly 165 feet to the Easterly line of Orange Street; thence continuing along the Easterly line of Orange Street, Northeasterly 225 feet to the true point of beginning.

Excepting therefrom the Northwesterly 16 feet thereof condemned by the City of Riverside for the purpose of widening Orange Street.

Assessor's Parcel No: (Portion of Assessor's Parcel No: 215-110-003)

Parcel 3:

All that portion of Section 18, Township 2 South, Range 4 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly described as follows:

Commencing at the intersection of the Southeasterly line of the Southern Pacific Railroad right of way with the West line of Rustin Avenue (50.00 feet wide), said point being the Northeast corner of Parcel 1 conveyed to Bear Medical Systems, Inc., by deed recorded April 30, 1982 as Instrument No. 73585 of Official Records of Riverside County, California;

Thence South $57^{\circ}05'40''$ West, along said Southeasterly line, a distance of 9.50 feet to a point in a line parallel with and distant Westerly 8.00 feet, measured at right angles from said West line of Rustin Avenue;

Thence South $00^{\circ}14'50''$ East, along said parallel line, a distance of 600.87 feet to a point therein for the true point of beginning;

Thence South $89^{\circ}45'10''$ West, a distance of 627.57 feet to a point in the West line of said Parcel 1 conveyed to Bear Medical Systems, Inc., as aforesaid;

Thence South $00^{\circ}14'35''$ East along the West line of said Parcel 1 and along the West line of Parcel 2 conveyed to Bear Medical Systems, Inc., as aforesaid, a distance of 1004.75 feet to the Southwest corner of said Parcel 2;

Thence South $89^{\circ}46'05''$ East, along the South line of said Parcel 2, a distance of 627.67 feet to said parallel line;

Thence North $00^{\circ}14'50''$ West, along said parallel line, a distance of 1010.00 feet to the true point of beginning.

Assessor's Parcel No: 249-140-032-9

Parcel 4:

Parcels 1 through 4 of Amended Parcel Map No. 15722, in the City of Indio, County of Riverside, State of California, as per Map filed in Book 85, Pages 50 and 51 of Parcel Maps Records of Riverside County.

Parcel 4A:

The South 125 feet of the Easterly 50 feet of the South half of the West quarter of the South half of the Northeast quarter of Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Parcel 4B:

The North 50 feet of the South 182 feet of the West 175.95 feet of the North half of the West quarter of the South half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Parcel 4C:

The East 50 feet of the South half of the West quarter of the South half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom the South 125 feet of said Easterly 50 feet.

Parcel 4D:

That portion of the South one-half of the West one-half of the South one-half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 West, in the City of Indio, County of Riverside, State of California, San Bernardino base and Meridian, described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section;

Thence South along the quarter Section line, 60 feet;

Thence Easterly parallel with the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 100 feet;

Thence North to a point on the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 60 feet;

Thence West along the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section, to the point of beginning;

Excepting the Westerly 21.55 feet thereof, conveyed to the City of Indio, recorded December 12, 1969 as Instrument No. 127267 of Official Records.

Parcel 4E:

The South one-half of the West one-quarter of the South one-half of the Northeast one quarter of the Northeast one quarter of Section 26, Township 5 South, Range 7 West, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian;

Excepting therefrom the Easterly 50 feet;

Also excepting therefrom that portion thereof described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section;

Thence South along the quarter Section line, 60 feet;

Thence Easterly parallel with the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 100 feet;

Thence North to a point on the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 60 feet;

Thence West along the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section, to the point of beginning, conveyed in deed recorded June 7, 1963 as Instrument No. 59367 of Official Records of said County.

Parcel 4F:

The South 50 feet of the Northerly 150 feet of the Easterly 150 feet of the North one half of the West one quarter of the South one half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom that portion lying within Towne Street.

Parcel 4G:

That portion of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Region 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian, described as follows:

Commencing at the Southeast corner of Plaza Tract as shown by Map on file Book 19, Page 35 of Maps, Records of Riverside County, California;

Thence South $89^{\circ} 32' 09''$ West a distance of 101.64 feet;

Thence South 00° 30' 06" West a distance of 150.00 feet to the true point of beginning;

Thence South 89° 28' 30" West a distance of 150.00 feet;

Thence South 00° 30' 06" West a distance of 48.00 feet;

Thence North 89° 28' 30" East a distance of 150.00 feet;

Thence North 00° 30' 06" East a distance of 48.00 feet to the true point of beginning.

Excepting therefrom any portion lying within Towne Street.

Parcel 4H:

The North 50 feet of the South 132 feet of the North half of the West half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom:

A portion of the Northeast ¼ of the Northeast ¼ of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner at the Plaza Tract as described in Map Book 19, Page 35, Records of Riverside County, California;

Thence South 00° 27' 00" West, a distance of 198.00 feet to the true point of beginning;

Thence North 89° 28' 30" East, a distance of 11.55 feet;

Thence South 00° 27' 00" West, a distance of 50.00 feet;

Thence South 89° 28' 30" West, a distance of 11.55 feet;

Thence North 00° 27' 00" East, a distance of 50.00 feet, to the true point of beginning.

Parcel 4I:

The South 82 feet of the South 132 feet of the North half of the West of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom a portion of the Northeast ¼ of the Northeast ¼ of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner at the Plaza Tract as described in Map Book 19, Page 35, Records of Riverside County, California;

Thence South 00° 27' 00" West, a distance of 248.00 feet to the true point of beginning;

Thence North 89° 28' 30" East, a distance of 11.55 feet;

Thence South 00° 27' 00" West, a distance of 82.00 feet;

Thence South 89° 28' 30 West, a distance of 11.55 feet;

Thence North 00° 27' 00" East, a distance of 82.00 feet, to the true point of beginning.

Parcel 4J:

Those portions of Oasis Street and Plaza Avenue vacated by that certain "Resolution No. 5845" recorded June 27, 1994 as Instrument No. 258694 of Official Records, which would pass by operation of law.

Parcel 4K:

That portion of Towne Street vacated by that certain "Resolution No. 5882" recorded September 27, 1995 as Instrument No. 321996 of Official Records, which would pass by operation of law.

Assessor's Parcel No: 614-060-030

Parcel 5:

That portion of Lot 1 of Amended Map of Reliance Acres, as shown by map on file in Book 18 of Maps, at Page 44 thereof, Records of Riverside County, California, and those portions of Lots 15, 16, and Planter Street (formerly John Street) of reliance acres as shown by map on file in Book 15, of Maps, Page 20, thereof, Records of Riverside County, California, described as follows:

Commencing at a point on the Northerly line of said Lot 1, said point also being the most Southerly corner of Lot 2 in Block 43 of La Granada, as shown by map on file in Book 12 of Maps, at Pages 42 through 51, Records of Riverside County, California;

Thence North 69°15'48" West along said Northerly line also being the Southerly line of said Lot 2 in Block 43, a distance of 108.68 feet;

Thence Westerly continuing along said Northerly line, also being the Southerly lines of said Lot 2 and Lot 1 of said Block 43 on a curve concave Southerly having a radius of 125.00 feet through an angle of 54°38'29", an arc length of 119.21 feet;

Thence South 56°05'43" West continuing along said Northerly line, also being said Southerly line of Lot 1 in Block 43, a distance of 77.34 feet;

Thence continuing South 56°05'43" West, a distance of 74.22 feet;

Thence South 33°36'58" West, a distance of 338.31 feet;

Thence North $56^{\circ}23'02''$ East, a distance of 545.83 feet;

Thence South $63^{\circ}57'52''$ East, a distance of 34.21 feet;

Thence Northeasterly, Easterly and Southerly on a non-tangent curve concave Southeasterly having a radius of 120.00 feet, through an angle of $186^{\circ}00'11''$ an arc length of 389.56 feet to the point of beginning of the Parcel of land to be described (the initial radial line bears North $71^{\circ}10'31''$ West);

Thence South $85^{\circ}39'34''$ East, a distance of 48.96 feet;

Thence Easterly on a curve concave Northerly having a radius of 360.00 feet through an angle of $34^{\circ}02'38''$ an arc length of 215.79 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 6.00 feet;

Thence North $30^{\circ}00'12''$ West, a distance of 10.00 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 136.00 feet;

Thence South $30^{\circ}00'12''$ East, a distance of 201.00 feet;

Thence Southeasterly, Southerly and Southwesterly on a curve concave Westerly, having a radius of 258.00 feet through an angle of $73^{\circ}00'00''$ an arc length of 328.72 feet to a point of compound curvature;

Thence Southwesterly on a curve concave Northwesterly having a radius of 508.00 feet, through an angle of $27^{\circ}00'00''$ an arc length of 239.39 feet to a point of compound curvature (the initial radial line bears South $47^{\circ}00'12''$ East);

Thence Southwesterly on a curve concave Northerly having a radius of 458.00 feet, through an angle of $31^{\circ}45'00''$ an arc length of 253.80 feet (the initial radial line bears South $20^{\circ}00'12''$ East);

Thence North $78^{\circ}15'12''$ West, a distance of 140.09 feet to the Southeasterly line of Purdy Street, as described in Deed to the City of Riverside recorded May 5, 1989 as Instrument No. 145601 of Official Records of Riverside County, California;

Thence North $11^{\circ}44'48''$ East, along said Southeasterly line, a distance of 15.09 feet to the most Easterly corner of said Purdy Street;

Thence North $78^{\circ}15'12''$ West along the Northeasterly line of said Purdy Street, a distance of 36.06 feet;

Thence North $11^{\circ}32'49''$ East a distance of 392.97 feet;

Thence Northeasterly on a non-tangent curve concave Northwesterly having a radius of 120.00 feet, through an angle of $60^{\circ}15'35''$ an arc length of 126.21 feet to the point of beginning (the initial radial line bears South $04^{\circ}54'45''$ East).

Assessor's Parcel No: 145-200-017 (Portion); 145-120-003 Portion

Parcel 6:

Lots 3, 5, 6, 8 and portion of Lots 1, 2, 4, 7, 9, 10, 12, Sager Street, Lucas Street and an utilities unnamed street, 80.00 feet wide of Reliance Acres, as shown by map on file in Book 15 of Maps, at Page 20 thereof, Records of Riverside County, California, and that portion of Section 12, Township 3 South, Range 6 West, of Rancho La Sierra, as shown by map on file in Book 6 of maps, at Page 70 thereof, Records of Riverside County, California.

Commencing at a point on the Northerly line of said Lot 1, said point also being the most Southerly corner of Lot 2 in Block 43 of la Granada, as shown by Miscellaneous Map on file in Book 12 of maps, at Pages 42 through 51, Records of Riverside County, California;

Thence North $69^{\circ}15'48''$ West along said Northerly line also being the Southerly line of said Lot 2, in Block 43, a distance of 108.68 feet;

Thence Westerly continuing along said Northerly line, also being the Southerly lines of said Lot 2 and Lot 1 of said Block 43 on a curve concave Southerly, having a radius of 125.00 feet through an angle of $54^{\circ}38'29''$ an arc length of 119.21 feet;

Thence South $56^{\circ}05'43''$ West continuing along said Northerly line also being said Southerly line of Lot 1 in Block 43, a distance of 77.34 feet;

Thence continuing South $56^{\circ}05'43''$ West a distance of 74.22 feet;

Thence South $33^{\circ}36'58''$ a distance of 338.31 feet;

Thence North $56^{\circ}23'02''$ East, a distance of 545.83 feet;

Thence South $63^{\circ}57'52''$ a distance of 34.21 feet;

Thence Northeasterly on a non-tangent curve concave Southeasterly having a radius of 120.00 feet through an angle of $76^{\circ}40'25''$ an arc length of 160.58 feet (the initial radial line bears North $71^{\circ}10'31''$ West);

Thence Easterly and Southeasterly continuing along said curve concave Southwesterly, having a radius of 120.00 feet through an angle $109^{\circ}19'46''$ an arc length of 228.98 feet;

Thence South $85^{\circ}39'34''$ East a distance of 48.96 feet;

Thence Easterly on a curve Northerly, having a radius of 360.00 feet through an angle of $34^{\circ}20'38''$ an arc length of 215.79 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 6.00 feet;

Thence North $30^{\circ}00'12''$ West a distance of 10.00 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 136.00 feet;

Thence North 30°00'12" West, a distance of 49.00 feet;

Thence North 59°59'48" East, a distance of 15.00 feet;

Thence North 30°00'12" a distance of 15.00 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 1118.00 feet through an angle of 03°40'37" an arc length of 71.75 feet;

Thence North 33°40'49" West a distance of 151.72 feet to the point of beginning of the Parcel of land to be described;

Thence continuing North 33°40'49" West a distance of 111.25 feet;

Thence South 56°19'11" West, a distance of 120.46 feet; thence North 33°40'49' West, a distance of 180.75 feet;

Thence Northerly on a curve concave Easterly, having a radius of 50.00 feet through an angle of 42°22'18' an arc length of 36.98 feet;

Thence North 08°41'29" East, a distance of 186.81 feet;

Thence Northeasterly on a curve concave Southeasterly, having a radius of 120.00 feet through an angle of 64°32'42" an arc length of 135.18 feet;

Thence North 73°14'11" East, a distance of 395.25 feet;

Thence Northeasterly on a curve concave Northwesterly having a radius of 67.00 feet through an angle of 16°01'41" an arc length of 18.74 feet;

Thence North 57°12'30" East a distance of 40.92 feet to the Southwesterly line of County Farm Road as described in easement deed to the City of Riverside recorded August 6, 1974 as Instrument No. 100405, and recorded September 20, 1974 as Instrument No. 122132, of Official Records of Riverside County, California;

Thence Southeasterly along said Southwesterly line on a non-tangent curve concave Northeasterly having a radius of 70.00 feet through an angle of 89°51'46" an arc length of 109.79 feet to the Easterly line of said Reliance Acres;

Thence South 01°15'58" West along said Easterly line, a distance of 360.21 feet;

Thence South 56°19'11" West a distance of 425.66 feet to the point of beginning.

Assessor's Parcel No: 145-120-003 (Portion)

Parcel 7:

Farm Lots 1 and 5 in Block 34 of Estudillo Land and Water Company's Addition to San Jacinto, in the City of San Jacinto, County of Riverside, State of California, as per map recorded in Book

9, Page 410 of maps, Records of San Diego County, California, together with those portions of Date Street, McLaren Avenue and Grand Avenue adjacent to said land, which would pass by operation of law with a conveyance of said lots, as vacated by resolutions in documents recorded April 23, 1946 in Book 743, Page 249 and November 13, 1963 as Instrument No. 120344 both of Official Records of Riverside County, California.

Assessor's Parcel No: 435-040-005; 435-040-006

Parcel 8:

Lot 9 of Hunter Subdivision, in the City of Jurupa Valley, County of Riverside, State of California, as per map recorded in Book 20, page(s) 100, of Maps, in the office of the County Recorder of said County, together with the Northeasterly half of Lot C of Hunter Subdivision, in the City of Jurupa Valley, County of Riverside, State of California, as per map recorded in Book 20, page(s) 100, of Maps, in the office of the County Recorder of said County bounded Northwesterly by the Southwesterly extension of the Northwesterly line and Southeasterly by the Southwesterly extension of the Southeasterly line of said Lot 9, abandoned by Resolution No. 2008-193 of the Board of Supervisors of the County of Riverside, recorded July 17, 2008 at Recording No. 2008-0390228 of Official Records.

Assessor's Parcel No: 181-051-021-9

Parcel 9:

Lot 1 in Block 16 of the Town of Elsinore, as shown by map on file in Book 6, Page 302 of maps, Records of San Diego County, California.

Excepting therefrom that portion described as follows:

Beginning at the intersection of the Southwesterly line of Graham Avenue and the Southeasterly line of Langstaff Street, as shown on said map; thence Southeasterly along the Southwesterly line of said Graham Avenue, 150.00 feet; thence Southwesterly, parallel with the Southeasterly line of said Langstaff Street, 150.00 feet; thence Northwesterly, parallel with the Southwesterly line of said Graham Avenue, 150.00 feet to the Southeasterly line of said Langstaff Street, thence Northeasterly along said Southeasterly line 150.00 feet to the point of beginning.

Parcel 9A:

That portion of Warm Springs Park Reserve to the Town of Elsinore, as shown by map on file in Book 6, Page 302 of Maps, Records of San Diego County, California, lying Southwesterly of the Southwesterly line of Graham Avenue and the Northwesterly prolongation thereof, as shown on said map and lying Northeasterly of the Northeasterly line of Limited Avenue prolonged Northwesterly as shown on said map.

Excepting therefrom the Northeasterly 200.00 feet thereof.

Also excepting therefrom that portion lying Southeasterly of the Northwesterly line of the certain Parcel of land as conveyed to Laguna Federal Savings and Loan by Quitclaim deed recorded August 15, 1978 as Instrument No. 171106 of Official Records of Riverside County, California.

Also excepting therefrom those portions shown as Parcels 3040-21 and 3040-25 as shown on record of survey filed March 5, 1992 in Records of Survey book 91, Pages 5 through 13 inclusive, Office of the Recorder, County of Riverside, California.

Assessor's Parcel No: 374-261-023

Parcel 10:

That portion of Lot 17, in Section 13, Township 4 South, Range 4 East, of Palm Valley Colony Lands, in the City of Palm Springs, County of Riverside, State of California, as per map recorded in Book 14, Page 652 of Maps, in the Office of the County Recorder of San Diego County, California, described as follows:

Beginning at the Northeast corner of said Lot 17, said corner being the intersection of the center line of Tahquitz-McCallum Way with the East line of said Section; thence Westerly 280.00 feet on said center line of Tahquitz-McCallum Way; thence Southerly 50.00 feet, at right angle, to the South line of Tahquitz-McCallum Way (100.00 feet wide) and the true point of beginning; thence Southerly 653.59 feet, parallel with the East line of said Section; thence Easterly 235.83 feet, parallel with said center line, to a line parallel with and Westerly 44.00 feet from the East line of said Section; thence Northerly 633.52 feet on last said parallel line to the beginning of a tangent curve, concave Southwesterly, of 20.00 feet radius, and tangential at its Westerly terminus with said South line of Tahquitz-McCallum Way; thence Northerly and Westerly 31.49 feet on said curve to said South line of Tahquitz-McCallum Way; thence Westerly 215.75 feet on said South line to the true point of beginning.

Assessor's Parcel No: 502-210-017

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the First Amendment to the Facility Lease, dated as of December 1, 2016, by and between the County of Riverside (the "County") and the Riverside County Financing Authority (the "Authority"), from the County to the Authority, is hereby accepted by the undersigned on behalf of the Authority pursuant to authority conferred by resolution of the Board of Directors of the Authority adopted on December __, 2016, and the Authority consents to recordation thereof by its duly authorized officer.

Dated: _____, 2016

RIVERSIDE COUNTY FINANCING
AUTHORITY

By: _____
Authorized Officer

**TO BE RECORDED AND WHEN RECORDED
RETURN TO:**

**Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, Suite 3200
Los Angeles, California 90017
Attention: William W. Bothwell**

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY
TRANSFER TAX PURSUANT TO SECTION 11921 OF THE CALIFORNIA REVENUE
AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.**

**FIRST AMENDMENT TO
ASSIGNMENT AGREEMENT**

by and between

COUNTY OF RIVERSIDE

and

RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY

Dated as of December 1, 2016

FIRST AMENDMENT TO THE ASSIGNMENT AGREEMENT

THIS FIRST AMENDMENT TO THE ASSIGNMENT AGREEMENT (this "Amendment"), executed and entered into as of December 1, 2016, is by and between the U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee") and the COUNTY OF RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority"), as lessee.

WITNESSETH:

WHEREAS, the County has heretofore leased to the Authority certain parcels of real property, and the improvements thereon, pursuant to a Site Lease, dated as of June 1, 2015 (the "Site Lease"); which was recorded on June 8, 2015 in the official records of Riverside County as Document No. 2015-0239731;

WHEREAS, in order to finance a portion of the costs of the acquisition, construction, rehabilitation and installation of certain detention center and related facilities, the County leased those parcels of real property, and the improvements thereon, the subject of the Site Lease, from the Authority, pursuant to a Facility Lease, dated as of June 1, 2015 (the "Facility Lease"); a memorandum of which was recorded on June 8, 2015 in the official records of Riverside County as Document No. 2015-0239732;

WHEREAS, the Authority assigned, without recourse, all its rights to receive the Base Rental Payments scheduled to be paid by the County for the Leased Property under the Facility Lease and the Site Lease to the Trustee, pursuant to the Assignment Agreement, dated as of June 1, 2015 (the "Assignment Agreement"); which was recorded on June 8, 2015 in the official records of Monterey County as Document No. 2015-0239733;

WHEREAS, Section 13 of the Site Lease and Section 2.06 of the Facility Lease provide that the County shall have the right to substitute alternate real property for the Leased Property and/or to release portions of the Leased Property from the Site Lease and the Facility Lease; provided that the conditions set forth in Section 2.06(b) of the Facility Lease permitting such release and/or substitution have been satisfied;

WHEREAS, the County has determined to release a portion of the Leased Property leased under the Site Lease and the Facility Lease and subject to the Assignment Agreement and, in accordance with the provisions of Section 13 of the Site Lease and Section 2.06 of the Facility Lease, the County and the Authority desire to amend the Site Lease, the Facility Lease and the Assignment Agreement so as to revise the legal description of such Property set forth, respectively, in Exhibit "A" to the Site Lease, the Facility Lease and the Assignment Agreement;

WHEREAS, the County and the Authority seek to reconvey to the County the released portion of the Leased Property, and to correct the Site Lease, the Facility Lease and the Assignment Agreement with respect to the Leased Property subject thereto;

WHEREAS, the County and the Authority have entered into this Amendment in order to amend and restate the description of the Leased Property set forth in Exhibit "A" of the

Assignment Agreement, with such amended and restated legal description of the leased property attached hereto as Exhibit "A"; 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 regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Amendment;

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

ARTICLE I

AUTHORITY AND DEFINITIONS

Section 1.01 Amendment. This Amendment amends the Assignment Agreement.

Section 1.02 Authority for Amendment. This Amendment is entered into pursuant to Section 13 of the Site Lease and Section 2.06 of the Facility Lease. Similar amendments are being made to the Site Lease and the Facility Lease.

Section 1.03 Definitions. All terms defined in Section 1.01 of the Facility Lease shall have the same meanings in this Amendment as such terms are given in the Facility Lease.

ARTICLE II

AMENDMENTS TO SITE LEASE

Section 2.01 Amendments to Exhibit A. The real property comprising the Leased Property described in Exhibit A to the Facility Lease is amended and restated as set forth in Exhibit "A" hereto, and incorporated by reference herein. Leased Property not described in Exhibit "A" to this Amendment, which was covered by the Assignment Agreement prior to the effective date of this Amendment, is hereby released. Now therefore, the County hereby leases to the Authority and the Authority hereby leases from the County the Leased Property described in Exhibit A attached hereto, on the terms and conditions set forth in the Facility Lease, and subject to all Permitted Encumbrances.

Section 2.02 Effectiveness. This Amendment shall become effective upon the execution hereof by the County and the Authority. This Amendment shall be recorded with the Riverside County Recorder.

ARTICLE III

SITE LEASE TO REMAIN IN EFFECT; COUNTERPARTS

Section 3.01 Assignment Agreement to Remain in Effect. Save and except as amended by this Amendment, the Assignment Agreement shall remain in full force and effect.

Section 3.02 Counterparts. This Amendment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority and the County have caused this Amendment to be executed by their respective officers hereunto duly authorized, all as of the day and year first above written.

COUNTY OF RIVERSIDE

By: _____
Authorized Officer

**RIVERSIDE COUNTY PUBLIC FINANCING
AUTHORITY**

By: _____
Authorized Officer

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that certain real property, situated in the County of Riverside, State of California, described as follows:

Parcel 1:

Being a portion of Block 9, Range 5, Town of Riverside Map as shown by map on file in Book 7, Page 17, Records of San Bernardino County, lying within the Jurupa Rancho described as follows:

Beginning at a point 16.00 feet along the Southerly line of Ninth Street from the Northwest corner of Block 9, Range 5, as shown by "Map of Town of Riverside" on file in Book 7, Page 17 of Maps. Said point also being the Northerly corner of Record of Survey, recorded in Book 121, Pages 8 and 9 Record of Surveys in the City of Riverside, Riverside County, California.

Thence Southeasterly along the Southerly right of way line of Ninth Street, 149.96 feet to the centerline of an alley (16 feet wide);

Thence South 29°43'49" West 50.00 feet along the centerline of the alley;

Thence South 60°12'57" East, 8.00 feet to the Westerly corner of Parcel 5 as shown on said Record of Survey;

Thence South 29°43'49" West 214.00 feet along the Easterly line of the alley to Northerly corner of Lot 5 of "Map of Town of Riverside";

Thence along the Northerly and Westerly lines of Lot 5 the following two courses, South 60°12'57" East 16.00 feet;

Thence South 29°43'49' East 66.69 feet to the Northerly line of 10th Street as shown on said Record of Survey;

Thence along the Northerly right of way line of Tenth Street, 174.05 more or less to the Easterly line of the Parcel land described in Deed as condemned by the City of Riverside, a certified copy of the Decree of Condemnation being recorded September 21, 1931 in Book 46, Page 68 of Official Records of Riverside County, California;

Thence Northerly along said Easterly line and the Easterly right of way line of Orange Street, 330.77 feet to the true point of beginning.

Said description is made pursuant to that certain Certificate of Compliance for Parcel Merger recorded April 13, 2011 as Instrument No. 2011-0162069 of Official Records.

Assessor's Parcel No: 215-373-018 and 019

Parcel 2:

All that portion of Block 10, Range 5 of the Town of Riverside, in the County of Riverside, State of California, as shown by map on file in Book 7, Page 17 of Maps, San Bernardino County Records.

Beginning at the Northwesterly corner of said Block; thence Southeasterly 330 feet to the Northeast corner of said Block; thence Southerly along the Westerly line of Lemon Street 223 feet; thence at right angles Westerly and parallel with the Southerly line of Tenth Street 165 feet; thence Southwesterly and parallel with Orange Street 2 feet; thence Northwesterly 165 feet to the Easterly line of Orange Street; thence continuing along the Easterly line of Orange Street, Northeasterly 225 feet to the true point of beginning.

Excepting therefrom the Northwesterly 16 feet thereof condemned by the City of Riverside for the purpose of widening Orange Street.

Assessor's Parcel No: (Portion of Assessor's Parcel No: 215-110-003)

Parcel 3:

All that portion of Section 18, Township 2 South, Range 4 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly described as follows:

Commencing at the intersection of the Southeasterly line of the Southern Pacific Railroad right of way with the West line of Rustin Avenue (50.00 feet wide), said point being the Northeast corner of Parcel 1 conveyed to Bear Medical Systems, Inc., by deed recorded April 30, 1982 as Instrument No. 73585 of Official Records of Riverside County, California;

Thence South $57^{\circ}05'40''$ West, along said Southeasterly line, a distance of 9.50 feet to a point in a line parallel with and distant Westerly 8.00 feet, measured at right angles from said West line of Rustin Avenue;

Thence South $00^{\circ}14'50''$ East, along said parallel line, a distance of 600.87 feet to a point therein for the true point of beginning;

Thence South $89^{\circ}45'10''$ West, a distance of 627.57 feet to a point in the West line of said Parcel 1 conveyed to Bear Medical Systems, Inc., as aforesaid;

Thence South $00^{\circ}14'35''$ East along the West line of said Parcel 1 and along the West line of Parcel 2 conveyed to Bear Medical Systems, Inc., as aforesaid, a distance of 1004.75 feet to the Southwest corner of said Parcel 2;

Thence South $89^{\circ}46'05''$ East, along the South line of said Parcel 2, a distance of 627.67 feet to said parallel line;

Thence North $00^{\circ}14'50''$ West, along said parallel line, a distance of 1010.00 feet to the true point of beginning.

Assessor's Parcel No: 249-140-032-9

Parcel 4:

Parcels 1 through 4 of Amended Parcel Map No. 15722, in the City of Indio, County of Riverside, State of California, as per Map filed in Book 85, Pages 50 and 51 of Parcel Maps Records of Riverside County.

Parcel 4A:

The South 125 feet of the Easterly 50 feet of the South half of the West quarter of the South half of the Northeast quarter of Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Parcel 4B:

The North 50 feet of the South 182 feet of the West 175.95 feet of the North half of the West quarter of the South half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Parcel 4C:

The East 50 feet of the South half of the West quarter of the South half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom the South 125 feet of said Easterly 50 feet.

Parcel 4D:

That portion of the South one-half of the West one-half of the South one-half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 West, in the City of Indio, County of Riverside, State of California, San Bernardino base and Meridian, described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section;

Thence South along the quarter Section line, 60 feet;

Thence Easterly parallel with the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 100 feet;

Thence North to a point on the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 60 feet;

Thence West along the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section, to the point of beginning;

Excepting the Westerly 21.55 feet thereof, conveyed to the City of Indio, recorded December 12, 1969 as Instrument No. 127267 of Official Records.

Parcel 4E:

The South one-half of the West one-quarter of the South one-half of the Northeast one quarter of the Northeast one quarter of Section 26, Township 5 South, Range 7 West, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian;

Excepting therefrom the Easterly 50 feet;

Also excepting therefrom that portion thereof described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section;

Thence South along the quarter Section line, 60 feet;

Thence Easterly parallel with the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 100 feet;

Thence North to a point on the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 60 feet;

Thence West along the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section, to the point of beginning, conveyed in deed recorded June 7, 1963 as Instrument No. 59367 of Official Records of said County.

Parcel 4F:

The South 50 feet of the Northerly 150 feet of the Easterly 150 feet of the North one half of the West one quarter of the South one half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom that portion lying within Towne Street.

Parcel 4G:

That portion of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Region 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian, described as follows:

Commencing at the Southeast corner of Plaza Tract as shown by Map on file Book 19, Page 35 of Maps, Records of Riverside County, California;

Thence South $89^{\circ} 32' 09''$ West a distance of 101.64 feet;

Thence South 00° 30' 06" West a distance of 150.00 feet to the true point of beginning;

Thence South 89° 28' 30" West a distance of 150.00 feet;

Thence South 00° 30' 06" West a distance of 48.00 feet;

Thence North 89° 28' 30" East a distance of 150.00 feet;

Thence North 00° 30' 06" East a distance of 48.00 feet to the true point of beginning.

Excepting therefrom any portion lying within Towne Street.

Parcel 4H:

The North 50 feet of the South 132 feet of the North half of the West half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom:

A portion of the Northeast ¼ of the Northeast ¼ of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner at the Plaza Tract as described in Map Book 19, Page 35, Records of Riverside County, California;

Thence South 00° 27' 00" West, a distance of 198.00 feet to the true point of beginning;

Thence North 89° 28' 30" East, a distance of 11.55 feet;

Thence South 00° 27' 00" West, a distance of 50.00 feet;

Thence South 89° 28' 30" West, a distance of 11.55 feet;

Thence North 00° 27' 00" East, a distance of 50.00 feet, to the true point of beginning.

Parcel 4I:

The South 82 feet of the South 132 feet of the North half of the West of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom a portion of the Northeast ¼ of the Northeast ¼ of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner at the Plaza Tract as described in Map Book 19, Page 35, Records of Riverside County, California;

Thence South 00° 27' 00" West, a distance of 248.00 feet to the true point of beginning;

Thence North 89° 28' 30" East, a distance of 11.55 feet;

Thence South 00° 27' 00" West, a distance of 82.00 feet;

Thence South 89° 28' 30 West, a distance of 11.55 feet;

Thence North 00° 27' 00" East, a distance of 82.00 feet, to the true point of beginning.

Parcel 4J:

Those portions of Oasis Street and Plaza Avenue vacated by that certain "Resolution No. 5845" recorded June 27, 1994 as Instrument No. 258694 of Official Records, which would pass by operation of law.

Parcel 4K:

That portion of Towne Street vacated by that certain "Resolution No. 5882" recorded September 27, 1995 as Instrument No. 321996 of Official Records, which would pass by operation of law.

Assessor's Parcel No: 614-060-030

Parcel 5:

That portion of Lot 1 of Amended Map of Reliance Acres, as shown by map on file in Book 18 of Maps, at Page 44 thereof, Records of Riverside County, California, and those portions of Lots 15, 16, and Planter Street (formerly John Street) of reliance acres as shown by map on file in Book 15, of Maps, Page 20, thereof, Records of Riverside County, California, described as follows:

Commencing at a point on the Northerly line of said Lot 1, said point also being the most Southerly corner of Lot 2 in Block 43 of La Granada, as shown by map on file in Book 12 of Maps, at Pages 42 through 51, Records of Riverside County, California;

Thence North 69°15'48" West along said Northerly line also being the Southerly line of said Lot 2 in Block 43, a distance of 108.68 feet;

Thence Westerly continuing along said Northerly line, also being the Southerly lines of said Lot 2 and Lot 1 of said Block 43 on a curve concave Southerly having a radius of 125.00 feet through an angle of 54°38'29", an arc length of 119.21 feet;

Thence South 56°05'43" West continuing along said Northerly line, also being said Southerly line of Lot 1 in Block 43, a distance of 77.34 feet;

Thence continuing South 56°05'43" West, a distance of 74.22 feet;

Thence South 33°36'58" West, a distance of 338.31 feet;

Thence North $56^{\circ}23'02''$ East, a distance of 545.83 feet;

Thence South $63^{\circ}57'52''$ East, a distance of 34.21 feet;

Thence Northeasterly, Easterly and Southerly on a non-tangent curve concave Southeasterly having a radius of 120.00 feet, through an angle of $186^{\circ}00'11''$ an arc length of 389.56 feet to the point of beginning of the Parcel of land to be described (the initial radial line bears North $71^{\circ}10'31''$ West);

Thence South $85^{\circ}39'34''$ East, a distance of 48.96 feet;

Thence Easterly on a curve concave Northerly having a radius of 360.00 feet through an angle of $34^{\circ}02'38''$ an arc length of 215.79 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 6.00 feet;

Thence North $30^{\circ}00'12''$ West, a distance of 10.00 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 136.00 feet;

Thence South $30^{\circ}00'12''$ East, a distance of 201.00 feet;

Thence Southeasterly, Southerly and Southwesterly on a curve concave Westerly, having a radius of 258.00 feet through an angle of $73^{\circ}00'00''$ an arc length of 328.72 feet to a point of compound curvature;

Thence Southwesterly on a curve concave Northwesterly having a radius of 508.00 feet, through an angle of $27^{\circ}00'00''$ an arc length of 239.39 feet to a point of compound curvature (the initial radial line bears South $47^{\circ}00'12''$ East);

Thence Southwesterly on a curve concave Northerly having a radius of 458.00 feet, through an angle of $31^{\circ}45'00''$ an arc length of 253.80 feet (the initial radial line bears South $20^{\circ}00'12''$ East);

Thence North $78^{\circ}15'12''$ West, a distance of 140.09 feet to the Southeasterly line of Purdy Street, as described in Deed to the City of Riverside recorded May 5, 1989 as Instrument No. 145601 of Official Records of Riverside County, California;

Thence North $11^{\circ}44'48''$ East, along said Southeasterly line, a distance of 15.09 feet to the most Easterly corner of said Purdy Street;

Thence North $78^{\circ}15'12''$ West along the Northeasterly line of said Purdy Street, a distance of 36.06 feet;

Thence North $11^{\circ}32'49''$ East a distance of 392.97 feet;

Thence Northeasterly on a non-tangent curve concave Northwesterly having a radius of 120.00 feet, through an angle of $60^{\circ}15'35''$ an arc length of 126.21 feet to the point of beginning (the initial radial line bears South $04^{\circ}54'45''$ East).

Assessor's Parcel No: 145-200-017 (Portion); 145-120-003 Portion

Parcel 6:

Lots 3, 5, 6, 8 and portion of Lots 1, 2, 4, 7, 9, 10, 12, Sager Street, Lucas Street and an utilities unnamed street, 80.00 feet wide of Reliance Acres, as shown by map on file in Book 15 of Maps, at Page 20 thereof, Records of Riverside County, California, and that portion of Section 12, Township 3 South, Range 6 West, of Rancho La Sierra, as shown by map on file in Book 6 of maps, at Page 70 thereof, Records of Riverside County, California.

Commencing at a point on the Northerly line of said Lot 1, said point also being the most Southerly corner of Lot 2 in Block 43 of la Granada, as shown by Miscellaneous Map on file in Book 12 of maps, at Pages 42 through 51, Records of Riverside County, California;

Thence North $69^{\circ}15'48''$ West along said Northerly line also being the Southerly line of said Lot 2, in Block 43, a distance of 108.68 feet;

Thence Westerly continuing along said Northerly line, also being the Southerly lines of said Lot 2 and Lot 1 of said Block 43 on a curve concave Southerly, having a radius of 125.00 feet through an angle of $54^{\circ}38'29''$ an arc length of 119.21 feet;

Thence South $56^{\circ}05'43''$ West continuing along said Northerly line also being said Southerly line of Lot 1 in Block 43, a distance of 77.34 feet;

Thence continuing South $56^{\circ}05'43''$ West a distance of 74.22 feet;

Thence South $33^{\circ}36'58''$ a distance of 338.31 feet;

Thence North $56^{\circ}23'02''$ East, a distance of 545.83 feet;

Thence South $63^{\circ}57'52''$ a distance of 34.21 feet;

Thence Northeasterly on a non-tangent curve concave Southeasterly having a radius of 120.00 feet through an angle of $76^{\circ}40'25''$ an arc length of 160.58 feet (the initial radial line bears North $71^{\circ}10'31''$ West);

Thence Easterly and Southeasterly continuing along said curve concave Southwesterly, having a radius of 120.00 feet through an angle $109^{\circ}19'46''$ an arc length of 228.98 feet;

Thence South $85^{\circ}39'34''$ East a distance of 48.96 feet;

Thence Easterly on a curve Northerly, having a radius of 360.00 feet through an angle of $34^{\circ}20'38''$ an arc length of 215.79 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 6.00 feet;

Thence North $30^{\circ}00'12''$ West a distance of 10.00 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 136.00 feet;

Thence North 30°00'12" West, a distance of 49.00 feet;

Thence North 59°59'48" East, a distance of 15.00 feet;

Thence North 30°00'12" a distance of 15.00 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 1118.00 feet through an angle of 03°40'37" an arc length of 71.75 feet;

Thence North 33°40'49" West a distance of 151.72 feet to the point of beginning of the Parcel of land to be described;

Thence continuing North 33°40'49" West a distance of 111.25 feet;

Thence South 56°19'11" West, a distance of 120.46 feet; thence North 33°40'49" West, a distance of 180.75 feet;

Thence Northerly on a curve concave Easterly, having a radius of 50.00 feet through an angle of 42°22'18" an arc length of 36.98 feet;

Thence North 08°41'29" East, a distance of 186.81 feet;

Thence Northeasterly on a curve concave Southeasterly, having a radius of 120.00 feet through an angle of 64°32'42" an arc length of 135.18 feet;

Thence North 73°14'11" East, a distance of 395.25 feet;

Thence Northeasterly on a curve concave Northwesterly having a radius of 67.00 feet through an angle of 16°01'41" an arc length of 18.74 feet;

Thence North 57°12'30" East a distance of 40.92 feet to the Southwesterly line of County Farm Road as described in easement deed to the City of Riverside recorded August 6, 1974 as Instrument No. 100405, and recorded September 20, 1974 as Instrument No. 122132, of Official Records of Riverside County, California;

Thence Southeasterly along said Southwesterly line on a non-tangent curve concave Northeasterly having a radius of 70.00 feet through an angle of 89°51'46" an arc length of 109.79 feet to the Easterly line of said Reliance Acres;

Thence South 01°15'58" West along said Easterly line, a distance of 360.21 feet;

Thence South 56°19'11" West a distance of 425.66 feet to the point of beginning.

Assessor's Parcel No: 145-120-003 (Portion)

Parcel 7:

Farm Lots 1 and 5 in Block 34 of Estudillo Land and Water Company's Addition to San Jacinto, in the City of San Jacinto, County of Riverside, State of California, as per map recorded in Book

9, Page 410 of maps, Records of San Diego County, California, together with those portions of Date Street, McLaren Avenue and Grand Avenue adjacent to said land, which would pass by operation of law with a conveyance of said lots, as vacated by resolutions in documents recorded April 23, 1946 in Book 743, Page 249 and November 13, 1963 as Instrument No. 120344 both of Official Records of Riverside County, California.

Assessor's Parcel No: 435-040-005; 435-040-006

Parcel 8:

Lot 9 of Hunter Subdivision, in the City of Jurupa Valley, County of Riverside, State of California, as per map recorded in Book 20, page(s) 100, of Maps, in the office of the County Recorder of said County, together with the Northeasterly half of Lot C of Hunter Subdivision, in the City of Jurupa Valley, County of Riverside, State of California, as per map recorded in Book 20, page(s) 100, of Maps, in the office of the County Recorder of said County bounded Northwesterly by the Southwesterly extension of the Northwesterly line and Southeasterly by the Southwesterly extension of the Southeasterly line of said Lot 9, abandoned by Resolution No. 2008-193 of the Board of Supervisors of the County of Riverside, recorded July 17, 2008 at Recording No. 2008-0390228 of Official Records.

Assessor's Parcel No: 181-051-021-9

Parcel 9:

Lot 1 in Block 16 of the Town of Elsinore, as shown by map on file in Book 6, Page 302 of maps, Records of San Diego County, California.

Excepting therefrom that portion described as follows:

Beginning at the intersection of the Southwesterly line of Graham Avenue and the Southeasterly line of Langstaff Street, as shown on said map; thence Southeasterly along the Southwesterly line of said Graham Avenue, 150.00 feet; thence Southwesterly, parallel with the Southeasterly line of said Langstaff Street, 150.00 feet; thence Northwesterly, parallel with the Southwesterly line of said Graham Avenue, 150.00 feet to the Southeasterly line of said Langstaff Street, thence Northeasterly along said Southeasterly line 150.00 feet to the point of beginning.

Parcel 9A:

That portion of Warm Springs Park Reserve to the Town of Elsinore, as shown by map on file in Book 6, Page 302 of Maps, Records of San Diego County, California, lying Southwesterly of the Southwesterly line of Graham Avenue and the Northwesterly prolongation thereof, as shown on said map and lying Northeasterly of the Northeasterly line of Limited Avenue prolonged Northwesterly as shown on said map.

Excepting therefrom the Northeasterly 200.00 feet thereof.

Also excepting therefrom that portion lying Southeasterly of the Northwesterly line of the certain Parcel of land as conveyed to Laguna Federal Savings and Loan by Quitclaim deed recorded August 15, 1978 as Instrument No. 171106 of Official Records of Riverside County, California.

Also excepting therefrom those portions shown as Parcels 3040-21 and 3040-25 as shown on record of survey filed March 5, 1992 in Records of Survey book 91, Pages 5 through 13 inclusive, Office of the Recorder, County of Riverside, California.

Assessor's Parcel No: 374-261-023

Parcel 10:

That portion of Lot 17, in Section 13, Township 4 South, Range 4 East, of Palm Valley Colony Lands, in the City of Palm Springs, County of Riverside, State of California, as per map recorded in Book 14, Page 652 of Maps, in the Office of the County Recorder of San Diego County, California, described as follows:

Beginning at the Northeast corner of said Lot 17, said corner being the intersection of the center line of Tahquitz-McCallum Way with the East line of said Section; thence Westerly 280.00 feet on said center line of Tahquitz-McCallum Way; thence Southerly 50.00 feet, at right angle, to the South line of Tahquitz-McCallum Way (100.00 feet wide) and the true point of beginning; thence Southerly 653.59 feet, parallel with the East line of said Section; thence Easterly 235.83 feet, parallel with said center line, to a line parallel with and Westerly 44.00 feet from the East line of said Section; thence Northerly 633.52 feet on last said parallel line to the beginning of a tangent curve, concave Southwesterly, of 20.00 feet radius, and tangential at its Westerly terminus with said South line of Tahquitz-McCallum Way; thence Northerly and Westerly 31.49 feet on said curve to said South line of Tahquitz-McCallum Way; thence Westerly 215.75 feet on said South line to the true point of beginning.

Assessor's Parcel No: 502-210-017

**TO BE RECORDED AND WHEN RECORDED
RETURN TO:**

**Orrick, Herrington & Sutcliffe LLP
777 South Figueroa Street, Suite 3200
Los Angeles, California 90017
Attention: William W. Bothwell**

(Space above for Recorder's Use)

**THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY
TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE
AND TAXATION CODE. THIS DOCUMENT IS RECORDED FOR THE BENEFIT OF
THE COUNTY OF MONTEREY AND THE RECORDING IS FEE-EXEMPT UNDER
SECTION 6103 OF THE CALIFORNIA GOVERNMENT CODE.**

**TERMINATION AGREEMENT
AND QUITCLAIM**

by and among

COUNTY OF RIVERSIDE,

RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION

as Trustee

Dated December __, 2016

TERMINATION AGREEMENT AND QUITCLAIM

THIS TERMINATION AGREEMENT AND QUITCLAIM (the "Agreement") is made and entered into as of December __, 2016 by and among the COUNTY OF RIVERSIDE (the "County"), the RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY (the "Authority") and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the County has heretofore leased to the Authority certain parcels of real property, and the improvements thereon, pursuant to a Site Lease, dated as of June 1, 2015 (the "Site Lease"); which was recorded on June 8, 2015 in the official records of Riverside County as Document No. 2015-0239731;

WHEREAS, in to finance a portion of the costs of the acquisition, construction, rehabilitation and installation of certain detention center and related facilities, the County leased those parcels of real property, and the improvements thereon, the subject of the Site Lease, from the Authority, pursuant to a Facility Lease, dated as of June 1, 2015 (the "Facility Lease"); a memorandum of which was recorded on June 8, 2015 in the official records of Riverside County as Document No. 2015-0239732;

WHEREAS, Section 13 of the Site Lease and Section 2.06 of the Facility Lease provide that the County shall have the right to substitute alternate real property for the Leased Property and/or to release portions of the Leased Property from the Site Lease and the Facility Lease; provided that the conditions set forth in Section 2.06(b) of the Facility Lease permitting such release and/or substitution have been satisfied;

WHEREAS, the County has determined to release a portion of the Leased Property leased under the Site Lease and the Facility Lease and subject to the Assignment Agreement and, in accordance with the provisions of Section 13 of the Site Lease and Section 2.06 of the Facility Lease, the County and the Authority desire to amend the Site Lease, the Facility Lease and the Assignment Agreement so as to revise the legal description of such Property set forth, respectively, in Exhibit "A" to the Site Lease, the Facility Lease and the Assignment Agreement;

WHEREAS, the County and the Authority seek to reconvey to the County the released portion of the Leased Property, and to correct the Site Lease, the Facility Lease and the Assignment Agreement with respect to the Leased Property subject thereto;

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 Termination Agreement and Quitclaim do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Termination Agreement and Quitclaim;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the County, the Authority and the Trustee agree as follows:

1. The County and the Authority in accordance with the terms of the Site Lease, the Facility Lease and the Assignment Agreement have determined to release portions of the Leased Property from the Site Lease and the Facility Lease.

2. The Authority hereby remises, releases and forever quitclaims to the County all of its right, title and interest in the Leased Property.

3. The Trustee hereby remises, releases and forever quitclaims to the County all of its right, title and interest in the Leased Property to the extent of its interest by assignment.

4. This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

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

COUNTY OF RIVERSIDE

By: _____
Authorized Officer

**RIVERSIDE COUNTY PUBLIC FINANCING
AUTHORITY**

By: _____
Authorized Officer

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By: _____
Authorized Signatory

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that certain real property, situated in the County of Riverside, State of California, described as follows:

Parcel 1:

Being a portion of Block 9, Range 5, Town of Riverside Map as shown by map on file in Book 7, Page 17, Records of San Bernardino County, lying within the Jurupa Rancho described as follows:

Beginning at a point 16.00 feet along the Southerly line of Ninth Street from the Northwest corner of Block 9, Range 5, as shown by "Map of Town of Riverside" on file in Book 7, Page 17 of Maps. Said point also being the Northerly corner of Record of Survey, recorded in Book 121, Pages 8 and 9 Record of Surveys in the City of Riverside, Riverside County, California.

Thence Southeasterly along the Southerly right of way line of Ninth Street, 149.96 feet to the centerline of an alley (16 feet wide);

Thence South 29°43'49" West 50.00 feet along the centerline of the alley;

Thence South 60°12'57" East, 8.00 feet to the Westerly corner of Parcel 5 as shown on said Record of Survey;

Thence South 29°43'49" West 214.00 feet along the Easterly line of the alley to Northerly corner of Lot 5 of "Map of Town of Riverside";

Thence along the Northerly and Westerly lines of Lot 5 the following two courses, South 60°12'57" East 16.00 feet;

Thence South 29°43'49' East 66.69 feet to the Northerly line of 10th Street as shown on said Record of Survey;

Thence along the Northerly right of way line of Tenth Street, 174.05 more or less to the Easterly line of the Parcel land described in Deed as condemned by the City of Riverside, a certified copy of the Decree of Condemnation being recorded September 21, 1931 in Book 46, Page 68 of Official Records of Riverside County, California;

Thence Northerly along said Easterly line and the Easterly right of way line of Orange Street, 330.77 feet to the true point of beginning.

Said description is made pursuant to that certain Certificate of Compliance for Parcel Merger recorded April 13, 2011 as Instrument No. 2011-0162069 of Official Records.

Assessor's Parcel No: 215-373-018 and 019

Parcel 2:

All that portion of Block 10, Range 5 of the Town of Riverside, in the County of Riverside, State of California, as shown by map on file in Book 7, Page 17 of Maps, San Bernardino County Records.

Beginning at the Northwesterly corner of said Block; thence Southeasterly 330 feet to the Northeast corner of said Block; thence Southerly along the Westerly line of Lemon Street 223 feet; thence at right angles Westerly and parallel with the Southerly line of Tenth Street 165 feet; thence Southwesterly and parallel with Orange Street 2 feet; thence Northwesterly 165 feet to the Easterly line of Orange Street; thence continuing along the Easterly line of Orange Street, Northeasterly 225 feet to the true point of beginning.

Excepting therefrom the Northwesterly 16 feet thereof condemned by the City of Riverside for the purpose of widening Orange Street.

Assessor's Parcel No: (Portion of Assessor's Parcel No: 215-110-003)

Parcel 3:

All that portion of Section 18, Township 2 South, Range 4 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly described as follows:

Commencing at the intersection of the Southeasterly line of the Southern Pacific Railroad right of way with the West line of Rustin Avenue (50.00 feet wide), said point being the Northeast corner of Parcel 1 conveyed to Bear Medical Systems, Inc., by deed recorded April 30, 1982 as Instrument No. 73585 of Official Records of Riverside County, California;

Thence South $57^{\circ}05'40''$ West, along said Southeasterly line, a distance of 9.50 feet to a point in a line parallel with and distant Westerly 8.00 feet, measured at right angles from said West line of Rustin Avenue;

Thence South $00^{\circ}14'50''$ East, along said parallel line, a distance of 600.87 feet to a point therein for the true point of beginning;

Thence South $89^{\circ}45'10''$ West, a distance of 627.57 feet to a point in the West line of said Parcel 1 conveyed to Bear Medical Systems, Inc., as aforesaid;

Thence South $00^{\circ}14'35''$ East along the West line of said Parcel 1 and along the West line of Parcel 2 conveyed to Bear Medical Systems, Inc., as aforesaid, a distance of 1004.75 feet to the Southwest corner of said Parcel 2;

Thence South $89^{\circ}46'05''$ East, along the South line of said Parcel 2, a distance of 627.67 feet to said parallel line;

Thence North $00^{\circ}14'50''$ West, along said parallel line, a distance of 1010.00 feet to the true point of beginning.

Assessor's Parcel No: 249-140-032-9

Parcel 4:

Parcels 1 through 4 of Amended Parcel Map No. 15722, in the City of Indio, County of Riverside, State of California, as per Map filed in Book 85, Pages 50 and 51 of Parcel Maps Records of Riverside County.

Parcel 4A:

The South 125 feet of the Easterly 50 feet of the South half of the West quarter of the South half of the Northeast quarter of Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Parcel 4B:

The North 50 feet of the South 182 feet of the West 175.95 feet of the North half of the West quarter of the South half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Parcel 4C:

The East 50 feet of the South half of the West quarter of the South half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom the South 125 feet of said Easterly 50 feet.

Parcel 4D:

That portion of the South one-half of the West one-half of the South one-half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 West, in the City of Indio, County of Riverside, State of California, San Bernardino base and Meridian, described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section;

Thence South along the quarter Section line, 60 feet;

Thence Easterly parallel with the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 100 feet;

Thence North to a point on the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 60 feet;

Thence West along the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section, to the point of beginning;

Excepting the Westerly 21.55 feet thereof, conveyed to the City of Indio, recorded December 12, 1969 as Instrument No. 127267 of Official Records.

Parcel 4E:

The South one-half of the West one-quarter of the South one-half of the Northeast one quarter of the Northeast one quarter of Section 26, Township 5 South, Range 7 West, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian;

Excepting therefrom the Easterly 50 feet;

Also excepting therefrom that portion thereof described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section;

Thence South along the quarter Section line, 60 feet;

Thence Easterly parallel with the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 100 feet;

Thence North to a point on the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter, 60 feet;

Thence West along the North line of said Southwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section, to the point of beginning, conveyed in deed recorded June 7, 1963 as Instrument No. 59367 of Official Records of said County.

Parcel 4F:

The South 50 feet of the Northerly 150 feet of the Easterly 150 feet of the North one half of the West one quarter of the South one half of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom that portion lying within Towne Street.

Parcel 4G:

That portion of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian, described as follows:

Commencing at the Southeast corner of Plaza Tract as shown by Map on file Book 19, Page 35 of Maps, Records of Riverside County, California;

Thence South 89° 32' 09" West a distance of 101.64 feet;

Thence South 00° 30' 06" West a distance of 150.00 feet to the true point of beginning;

Thence South 89° 28' 30" West a distance of 150.00 feet;

Thence South 00° 30' 06" West a distance of 48.00 feet;

Thence North 89° 28' 30" East a distance of 150.00 feet;

Thence North 00° 30' 06" East a distance of 48.00 feet to the true point of beginning.

Excepting therefrom any portion lying within Towne Street.

Parcel 4H:

The North 50 feet of the South 132 feet of the North half of the West half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom:

A portion of the Northeast ¼ of the Northeast ¼ of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner at the Plaza Tract as described in Map Book 19, Page 35, Records of Riverside County, California;

Thence South 00° 27' 00" West, a distance of 198.00 feet to the true point of beginning;

Thence North 89° 28' 30" East, a distance of 11.55 feet;

Thence South 00° 27' 00" West, a distance of 50.00 feet;

Thence South 89° 28' 30" West, a distance of 11.55 feet;

Thence North 00° 27' 00" East, a distance of 50.00 feet, to the true point of beginning.

Parcel 4I:

The South 82 feet of the South 132 feet of the North half of the West of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 26, Township 5 South, Range 7 East, in the City of Indio, County of Riverside, State of California, San Bernardino Base and Meridian.

Excepting therefrom a portion of the Northeast ¼ of the Northeast ¼ of Section 26, Township 5 South, Range 7 East, San Bernardino Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner at the Plaza Tract as described in Map Book 19, Page 35, Records of Riverside County, California;

Thence South 00° 27' 00" West, a distance of 248.00 feet to the true point of beginning;

Thence North 89° 28' 30" East, a distance of 11.55 feet;

Thence South 00° 27' 00" West, a distance of 82.00 feet;

Thence South 89° 28' 30 West, a distance of 11.55 feet;

Thence North 00° 27' 00" East, a distance of 82.00 feet, to the true point of beginning.

Parcel 4J:

Those portions of Oasis Street and Plaza Avenue vacated by that certain "Resolution No. 5845" recorded June 27, 1994 as Instrument No. 258694 of Official Records, which would pass by operation of law.

Parcel 4K:

That portion of Towne Street vacated by that certain "Resolution No. 5882" recorded September 27, 1995 as Instrument No. 321996 of Official Records, which would pass by operation of law.

Assessor's Parcel No: 614-060-030

Parcel 5:

That portion of Lot 1 of Amended Map of Reliance Acres, as shown by map on file in Book 18 of Maps, at Page 44 thereof, Records of Riverside County, California, and those portions of Lots 15, 16, and Planter Street (formerly John Street) of reliance acres as shown by map on file in Book 15, of Maps, Page 20, thereof, Records of Riverside County, California, described as follows:

Commencing at a point on the Northerly line of said Lot 1, said point also being the most Southerly corner of Lot 2 in Block 43 of La Granada, as shown by map on file in Book 12 of Maps, at Pages 42 through 51, Records of Riverside County, California;

Thence North 69°15'48" West along said Northerly line also being the Southerly line of said Lot 2 in Block 43, a distance of 108.68 feet;

Thence Westerly continuing along said Northerly line, also being the Southerly lines of said Lot 2 and Lot 1 of said Block 43 on a curve concave Southerly having a radius of 125.00 feet through an angle of 54°38'29", an arc length of 119.21 feet;

Thence South 56°05'43" West continuing along said Northerly line, also being said Southerly line of Lot 1 in Block 43, a distance of 77.34 feet;

Thence continuing South 56°05'43" West, a distance of 74.22 feet;

Thence South 33°36'58" West, a distance of 338.31 feet;

Thence North $56^{\circ}23'02''$ East, a distance of 545.83 feet;

Thence South $63^{\circ}57'52''$ East, a distance of 34.21 feet;

Thence Northeasterly, Easterly and Southerly on a non-tangent curve concave Southeasterly having a radius of 120.00 feet, through an angle of $186^{\circ}00'11''$ an arc length of 389.56 feet to the point of beginning of the Parcel of land to be described (the initial radial line bears North $71^{\circ}10'31''$ West);

Thence South $85^{\circ}39'34''$ East, a distance of 48.96 feet;

Thence Easterly on a curve concave Northerly having a radius of 360.00 feet through an angle of $34^{\circ}02'38''$ an arc length of 215.79 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 6.00 feet;

Thence North $30^{\circ}00'12''$ West, a distance of 10.00 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 136.00 feet;

Thence South $30^{\circ}00'12''$ East, a distance of 201.00 feet;

Thence Southeasterly, Southerly and Southwesterly on a curve concave Westerly, having a radius of 258.00 feet through an angle of $73^{\circ}00'00''$ an arc length of 328.72 feet to a point of compound curvature;

Thence Southwesterly on a curve concave Northwesterly having a radius of 508.00 feet, through an angle of $27^{\circ}00'00''$ an arc length of 239.39 feet to a point of compound curvature (the initial radial line bears South $47^{\circ}00'12''$ East);

Thence Southwesterly on a curve concave Northerly having a radius of 458.00 feet, through an angle of $31^{\circ}45'00''$ an arc length of 253.80 feet (the initial radial line bears South $20^{\circ}00'12''$ East);

Thence North $78^{\circ}15'12''$ West, a distance of 140.09 feet to the Southeasterly line of Purdy Street, as described in Deed to the City of Riverside recorded May 5, 1989 as Instrument No. 145601 of Official Records of Riverside County, California;

Thence North $11^{\circ}44'48''$ East, along said Southeasterly line, a distance of 15.09 feet to the most Easterly corner of said Purdy Street;

Thence North $78^{\circ}15'12''$ West along the Northeasterly line of said Purdy Street, a distance of 36.06 feet;

Thence North $11^{\circ}32'49''$ East a distance of 392.97 feet;

Thence Northeasterly on a non-tangent curve concave Northwesterly having a radius of 120.00 feet, through an angle of $60^{\circ}15'35''$ an arc length of 126.21 feet to the point of beginning (the initial radial line bears South $04^{\circ}54'45''$ East).

Assessor's Parcel No: 145-200-017 (Portion); 145-120-003 Portion

Parcel 6:

Lots 3, 5, 6, 8 and portion of Lots 1, 2, 4, 7, 9, 10, 12, Sager Street, Lucas Street and an utilities unnamed street, 80.00 feet wide of Reliance Acres, as shown by map on file in Book 15 of Maps, at Page 20 thereof, Records of Riverside County, California, and that portion of Section 12, Township 3 South, Range 6 West, of Rancho La Sierra, as shown by map on file in Book 6 of maps, at Page 70 thereof, Records of Riverside County, California.

Commencing at a point on the Northerly line of said Lot 1, said point also being the most Southerly corner of Lot 2 in Block 43 of la Granada, as shown by Miscellaneous Map on file in Book 12 of maps, at Pages 42 through 51, Records of Riverside County, California;

Thence North $69^{\circ}15'48''$ West along said Northerly line also being the Southerly line of said Lot 2, in Block 43, a distance of 108.68 feet;

Thence Westerly continuing along said Northerly line, also being the Southerly lines of said Lot 2 and Lot 1 of said Block 43 on a curve concave Southerly, having a radius of 125.00 feet through an angle of $54^{\circ}38'29''$ an arc length of 119.21 feet;

Thence South $56^{\circ}05'43''$ West continuing along said Northerly line also being said Southerly line of Lot 1 in Block 43, a distance of 77.34 feet;

Thence continuing South $56^{\circ}05'43''$ West a distance of 74.22 feet;

Thence South $33^{\circ}36'58''$ a distance of 338.31 feet;

Thence North $56^{\circ}23'02''$ East, a distance of 545.83 feet;

Thence South $63^{\circ}57'52''$ a distance of 34.21 feet;

Thence Northeasterly on a non-tangent curve concave Southeasterly having a radius of 120.00 feet through an angle of $76^{\circ}40'25''$ an arc length of 160.58 feet (the initial radial line bears North $71^{\circ}10'31''$ West);

Thence Easterly and Southeasterly continuing along said curve concave Southwesterly, having a radius of 120.00 feet through an angle $109^{\circ}19'46''$ an arc length of 228.98 feet;

Thence South $85^{\circ}39'34''$ East a distance of 48.96 feet;

Thence Easterly on a curve Northerly, having a radius of 360.00 feet through an angle of $34^{\circ}20'38''$ an arc length of 215.79 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 6.00 feet;

Thence North $30^{\circ}00'12''$ West a distance of 10.00 feet;

Thence North $59^{\circ}59'48''$ East, a distance of 136.00 feet;

Thence North 30°00'12" West, a distance of 49.00 feet;

Thence North 59°59'48" East, a distance of 15.00 feet;

Thence North 30°00'12" a distance of 15.00 feet;

Thence Northwesterly on a curve concave Southwesterly, having a radius of 1118.00 feet through an angle of 03°40'37" an arc length of 71.75 feet;

Thence North 33°40'49" West a distance of 151.72 feet to the point of beginning of the Parcel of land to be described;

Thence continuing North 33°40'49" West a distance of 111.25 feet;

Thence South 56°19'11" West, a distance of 120.46 feet; thence North 33°40'49" West, a distance of 180.75 feet;

Thence Northerly on a curve concave Easterly, having a radius of 50.00 feet through an angle of 42°22'18" an arc length of 36.98 feet;

Thence North 08°41'29" East, a distance of 186.81 feet;

Thence Northeasterly on a curve concave Southeasterly, having a radius of 120.00 feet through an angle of 64°32'42" an arc length of 135.18 feet;

Thence North 73°14'11" East, a distance of 395.25 feet;

Thence Northeasterly on a curve concave Northwesterly having a radius of 67.00 feet through an angle of 16°01'41" an arc length of 18.74 feet;

Thence North 57°12'30" East a distance of 40.92 feet to the Southwesterly line of County Farm Road as described in easement deed to the City of Riverside recorded August 6, 1974 as Instrument No. 100405, and recorded September 20, 1974 as Instrument No. 122132, of Official Records of Riverside County, California;

Thence Southeasterly along said Southwesterly line on a non-tangent curve concave Northeasterly having a radius of 70.00 feet through an angle of 89°51'46" an arc length of 109.79 feet to the Easterly line of said Reliance Acres;

Thence South 01°15'58" West along said Easterly line, a distance of 360.21 feet;

Thence South 56°19'11" West a distance of 425.66 feet to the point of beginning.

Assessor's Parcel No: 145-120-003 (Portion)

Parcel 7:

Farm Lots 1 and 5 in Block 34 of Estudillo Land and Water Company's Addition to San Jacinto, in the City of San Jacinto, County of Riverside, State of California, as per map recorded in Book

9, Page 410 of maps, Records of San Diego County, California, together with those portions of Date Street, McLaren Avenue and Grand Avenue adjacent to said land, which would pass by operation of law with a conveyance of said lots, as vacated by resolutions in documents recorded April 23, 1946 in Book 743, Page 249 and November 13, 1963 as Instrument No. 120344 both of Official Records of Riverside County, California.

Assessor's Parcel No: 435-040-005; 435-040-006

Parcel 8:

Lot 9 of Hunter Subdivision, in the City of Jurupa Valley, County of Riverside, State of California, as per map recorded in Book 20, page(s) 100, of Maps, in the office of the County Recorder of said County, together with the Northeasterly half of Lot C of Hunter Subdivision, in the City of Jurupa Valley, County of Riverside, State of California, as per map recorded in Book 20, page(s) 100, of Maps, in the office of the County Recorder of said County bounded Northwesterly by the Southwesterly extension of the Northwesterly line and Southeasterly by the Southwesterly extension of the Southeasterly line of said Lot 9, abandoned by Resolution No. 2008-193 of the Board of Supervisors of the County of Riverside, recorded July 17, 2008 at Recording No. 2008-0390228 of Official Records.

Assessor's Parcel No: 181-051-021-9

Parcel 9:

Lot 1 in Block 16 of the Town of Elsinore, as shown by map on file in Book 6, Page 302 of maps, Records of San Diego County, California.

Excepting therefrom that portion described as follows:

Beginning at the intersection of the Southwesterly line of Graham Avenue and the Southeasterly line of Langstaff Street, as shown on said map; thence Southeasterly along the Southwesterly line of said Graham Avenue, 150.00 feet; thence Southwesterly, parallel with the Southeasterly line of said Langstaff Street, 150.00 feet; thence Northwesterly, parallel with the Southwesterly line of said Graham Avenue, 150.00 feet to the Southeasterly line of said Langstaff Street, thence Northeasterly along said Southeasterly line 150.00 feet to the point of beginning.

Parcel 9A:

That portion of Warm Springs Park Reserve to the Town of Elsinore, as shown by map on file in Book 6, Page 302 of Maps, Records of San Diego County, California, lying Southwesterly of the Southwesterly line of Graham Avenue and the Northwesterly prolongation thereof, as shown on said map and lying Northeasterly of the Northeasterly line of Limited Avenue prolonged Northwesterly as shown on said map.

Excepting therefrom the Northeasterly 200.00 feet thereof.

Also excepting therefrom that portion lying Southeasterly of the Northwesterly line of the certain Parcel of land as conveyed to Laguna Federal Savings and Loan by Quitclaim deed recorded August 15, 1978 as Instrument No. 171106 of Official Records of Riverside County, California.

Also excepting therefrom those portions shown as Parcels 3040-21 and 3040-25 as shown on record of survey filed March 5, 1992 in Records of Survey book 91, Pages 5 through 13 inclusive, Office of the Recorder, County of Riverside, California.

Assessor's Parcel No: 374-261-023

Parcel 10:

That portion of Lot 17, in Section 13, Township 4 South, Range 4 East, of Palm Valley Colony Lands, in the City of Palm Springs, County of Riverside, State of California, as per map recorded in Book 14, Page 652 of Maps, in the Office of the County Recorder of San Diego County, California, described as follows:

Beginning at the Northeast corner of said Lot 17, said corner being the intersection of the center line of Tahquitz-McCallum Way with the East line of said Section; thence Westerly 280.00 feet on said center line of Tahquitz-McCallum Way; thence Southerly 50.00 feet, at right angle, to the South line of Tahquitz-McCallum Way (100.00 feet wide) and the true point of beginning; thence Southerly 653.59 feet, parallel with the East line of said Section; thence Easterly 235.83 feet, parallel with said center line, to a line parallel with and Westerly 44.00 feet from the East line of said Section; thence Northerly 633.52 feet on last said parallel line to the beginning of a tangent curve, concave Southwesterly, of 20.00 feet radius, and tangential at its Westerly terminus with said South line of Tahquitz-McCallum Way; thence Northerly and Westerly 31.49 feet on said curve to said South line of Tahquitz-McCallum Way; thence Westerly 215.75 feet on said South line to the true point of beginning.

Assessor's Parcel No: 502-210-017

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the First Amendment to the Site Lease, dated as of December 1, 2016, by and between the County of Riverside (the "County") and the Riverside County Financing Authority (the "Authority"), from the County to the Authority, is hereby accepted by the undersigned on behalf of the Authority pursuant to authority conferred by resolution of the Board of Directors of the Authority adopted on December __, 2016, and the Authority consents to recordation thereof by its duly authorized officer.

Dated: _____, 2016

**RIVERSIDE COUNTY FINANCING
AUTHORITY**

By: _____
Authorized Officer

DEBT SERVICE RESERVE AGREEMENT

This Debt Service Reserve Agreement, dated _____, 2016 (this "Agreement"), is among the COUNTY OF RIVERSIDE, a political subdivision duly organized and existing under and by virtue of the laws of the State of California (the "County"), the RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), and BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM").

In consideration of the issuance by BAM of its Municipal Bond Debt Service Reserve Insurance Policy No. ____ (the "Reserve Policy") with respect to Riverside County Public Financing Authority Lease Revenue Bonds (Capital Facilities Project), Series 2015 (the "Bonds") issued under that Indenture, dated as of June 1, 2015 (the "Indenture"), between the Authority and U.S. Bank National Association, as trustee (the "Trustee"), (the "Authorizing Document"), which bonds are secured by the Base Rental Payments of the County of Riverside (the "County") under the Facility Lease dated as of June 1, 2015 (the "Facility Lease") between the Authority and the County and the other revenue and collateral described in the Authorizing Document, and the payment to BAM of the Insurance Payment for the Reserve Policy, the County, the Authority and BAM hereby covenant and agree as follows:

1. The County shall repay BAM any draws under the Reserve Policy and pay all Administrative Expenses (as defined below) incurred by BAM. Interest shall accrue and be payable on such draws and expenses from the date of payment by BAM at the Late Payment Rate. "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate, the Prime Rate shall be the prime or base-lending rate of such national bank as BAM shall designate.
2. Repayment of draws and payment of Administrative Expenses (as defined below) and the interest accrued thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw and each such monthly payment shall be in an amount at least equal to 1/12th of the aggregate of Policy Costs related to such draw; *provided, however*, that all such payments shall be subject to Section 5.04 of the Facility Lease relating to the abatement of Base Rental Payments. Amounts in respect of Policy Costs paid to BAM shall be credited first to interest due, then to the expenses due and then to principal due.
3. As and to the extent that payments are made to BAM on account of principal due, the coverage under the Reserve Policy will be reinstated by a like amount, subject to the terms of the Reserve Policy.

4. All cash and investments in the debt service reserve fund or account securing the Bonds (the "Reserve Fund") and any surplus fund or account shall be transferred to the debt service fund for payment of debt service on the Bonds before any drawing may be made on the Reserve Policy or on any alternative credit instrument on deposit in the Reserve Fund ("Alternative Credit Instrument"). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Alternative Credit Instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro rata basis (calculated by reference to available coverage under each such Alternative Credit Instrument) after applying available cash and investments in the Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to Alternative Credit Instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable Alternative Credit Instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of each reduction in the Reserve Requirement.

Draws under the Reserve Policy may only be used to make payments of principal of and interest on the Bonds.

5. The Reserve Policy shall terminate on the earlier to occur of November 1, 2045 and the date the Bonds are no longer outstanding under the Authorizing Document.
6. If the County shall fail to pay any Policy Costs in accordance with the requirements of the Authorizing Document and this Agreement, BAM shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Authorizing Document, the Facility Lease or any other document executed in connection with the Bonds (collectively, the "Security Documents").
7. Any amendment, supplement, modification to, or waiver of, any of the Security Documents that requires the consent of holders of the Bonds or adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.
8. The Security Documents shall not be discharged until all Policy Costs owing to BAM shall have been paid in full. The County's obligation to pay such amounts shall expressly survive payment in full of the Bonds.
9. In order to secure the County's payment obligations with respect to the Policy Costs, there is hereby granted and perfected in favor of BAM a security interest (subordinate only to that of the owners of the Bonds) in all revenues and collateral pledged as security for the Bonds, including, without limitation, the payment

obligations of the County under the Facility Lease ("Pledged Collateral"). Policy Costs shall be paid to BAM immediately following the payment of principal of and interest on the Bonds, including following the occurrence of a default or event of default. The County shall not make payments from or pledge, assign or grant a security interest in the Pledged Collateral to any provider of an Alternate Credit Instrument that is senior or prior to the payments or security interest granted to BAM by this Paragraph 9.

10. The County shall fully observe, perform and fulfill each of the provisions, covenants and agreements (as each of those provisions, covenants and agreements may be amended, supplemented, modified or waived with, if required by Paragraph 7 above, the prior written consent of BAM) of the Security Documents applicable to it, with each of such provisions, covenants and agreements being expressly incorporated into this Agreement by reference solely for the benefit of BAM as if set forth directly herein.
11. [RESERVED]
12. The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph 4 hereof and shall provide notice to BAM in accordance with the terms of the Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Bonds. Where deposits are required to be made by the County with the Trustee to the debt service fund for the Bonds more often than semi-annually, the Trustee shall give notice to BAM of any failure of the County to make timely payment in full of such deposits within two business days of the date due.
13. Payments made by BAM under the Reserve Policy with respect to claims for interest on or principal of the Bonds shall not discharge the obligation of the Authority and the County with respect to such Bonds, and BAM shall become the owner of such unpaid Bonds and claims for the interest thereon. The Authority, the County and the Trustee recognize and agree that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Authority and the County, with interest thereon.
14. The County agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of this Agreement, the Authorizing Document or any other document executed in connection with the Bonds ("Administrative Expenses"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation

of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The County agrees that failure to pay any Administrative Expenses on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

15. The obligation of the County to pay all amounts due under this Agreement shall be an absolute and unconditional obligation of the County and will be paid or performed strictly in accordance with this Agreement, subject only to abatement as provided in Section 5.04 of the Facility Lease.
16. So long as a default or event of default has occurred and is continuing under this Agreement, the Authorizing Document or any other document executed in connection with the Bonds, the County shall not be eligible for a dividend or any other economic benefit under BAM's organizational documents.
17. Notice and Other Information to be given to the Reserve Insurer.
 - a. The County will provide the Reserve Insurer with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Certificate and (ii) to the holders of Bonds or the Trustee under the Security Documents.
 - b. In addition, the County shall provide the Reserve Insurer with the following notices and other information: (i) notice of any draw upon the Reserve Fund within two (2) business days after knowledge thereof, other than in connection with withdrawals of amounts in excess of the Reserve Fund Requirement; and (ii) prior written notice of the advance refunding or redemption of any of the Bonds, including the principal amount, maturities and CUSIP numbers thereof.
 - c. The Reserve Insurer shall be entitled to receive such additional information as it may reasonably request.
18. Notice to BAM shall be sent to the following address (or such other address as BAM may designate in writing): Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, N 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com; with a copy of such notice or other communication sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214.
19. The County and the Authority agrees that any disclosure document or other document relating to the issuance or sale of the Bonds shall not contain any reference to BAM or the Reserve Policy, except as may be approved by BAM.

20. If any one or more of the agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such agreements, provisions or terms shall be deemed severable from the remaining agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement. In the event of any conflict in the terms of this Agreement and the Authorizing Document, the terms of this Agreement shall control.
21. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Authorizing Document.
22. This Agreement may be executed in counterparts, each of which alone and all of which together shall be deemed one original Agreement.
23. This Agreement and the rights and obligations of the parties to the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement as of the date first above written.

COUNTY OF RIVERSIDE

By: _____
Title:

RIVERSIDE COUNTY PUBLIC
FINANCING AUTHORITY

By: _____
Title:

BUILD AMERICA MUTUAL
ASSURANCE COMPANY

By: _____