

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # B-21

Urgent  Routine

AGENDA DATE June 24, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Resolution Authorizing an Amendment to the Refunding Certificates of Participation (COP), Series B of 1997 that Allows for the Substitution of the Minimum Security Housing Unit for Certain Other Real Property Currently Pledged to Secure the Above COP Including the Medical Arts Building, the Clerk-Recorder's Building, Community Service Facility-Pod D, and the Jail Support Service Facility

STAFF RECOMMENDATIONS:

1. Approval of and authorize the Chairman to sign the attached Resolution authorizing the substitution of the County's Minimum Security Housing Unit for current County assets pledged to secure the COP, Series B of 1997.
2. Approve Amendment No. 2 to the Site Agreement, Amendment No. 2 to the Lease Agreement and Amendment No. 2 to the Assignment Agreement that make possible an asset substitution to the existing COP, Series B of 1997.
3. Authorize the Chief Executive Officer to sign and deliver all Amendments and other documents necessary to complete the substitution of assets for the COP, Series B of 1997 borrowing.  
(Continued on Page 2)

FISCAL IMPACT:

The recommended action, if approved by the Board of Supervisors, will release from the COP, Series B of 1997 all existing County assets with a total estimated value of \$35 million and will substitute the Minimum Security Housing Unit as a pledged asset valued at \$8 million. The remaining debt of this borrowing is \$6 million as of June 2008. This substitution is made possible as a result of the appreciation in County pledged assets and the pay down of the original debt. The cost for administrative and legal review of the transaction that makes possible the substitution of assets will not exceed \$20,000.

BOARD ACTION AS FOLLOWS:

No. 2008-485

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST: Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Resolution authorizing an amendment to the Refunding Certificates of Participation (COP), Series B of 1997 that allows for the substitution of the Minimum Security Housing Unit for certain other real property currently pledged to secure the above COP including the Medical Arts Building, the Clerk-Recorders Building, Community Service Facility-Pod D, and the Jail Support Service Facility.

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#### **STAFF RECOMMENDATIONS: (Continued)**

4. Authorize the Chief Executive Officer to enter into all necessary professional agreements including, but not limited to services from the County's Financial Advisor, Bond Counsel, Bond Insurer and Escrow Agent.
5. Authorize all county officers, employees and agents to take all actions and to execute all documents necessary to complete the substitution of assets.

#### **DISCUSSION:**

*Purpose of the Substitution of County Assets:* Staff has explored the feasibility of releasing certain County assets used as collateral for a previous capital improvement financing in order to provide the Board of Supervisors with the maximum flexibility in managing the space needs of County programs. In so doing it makes possible for the Board to dispose of certain county property if and when the Board finds it prudent to do so. In regards to the COP, Series B of 1997, substituting a special use building such as the Minimum Security Housing Unit as a pledged asset and obtaining a release of the existing pledge assets for this particular borrowing provides the Board greater flexibility in managing County assets. Staff's recommendation also releases County assets that are no longer needed to secure the previous borrowing.

On January 16, 2007 the Board of Supervisors adopted a resolution authorizing the issuance of Stanislaus County Refunding COP, Series A of 2007, which refinanced COP, Series A of 1997. When this refunding occurred the number of County pledged assets required to secure the borrowing were reduced drastically. The County assets that were released from this refinancing included the Minimum Security Housing Unit, the Sheriff's Operation Center, ten acres of vacant land at the Juvenile Justice Center, the Public Safety Center Main Jail, the Agricultural Center and the Ray Simon Criminal Justice Training Center. The assets that were necessary to refinance the COP, Series A of 1997 included Pods A, B and C, which are all part of the Community Services Center Facility. These three Pods are valued at a total of \$45 million.

It is recommended that the Minimum Security Housing Unit released from the COP Series A of 1997 be used as substitution for the assets currently pledged for the COP Series B of 1997. An April 2007 appraisal establishes the value of this asset at \$8 million. The COP Series B of 1997 has an aggregate outstanding balance of \$6,865,000 as of June 1, 2007. By using the Minimum Security Housing Unit as the leased premises for the this COP the remaining current pledged assets can be released, which include the Medical Arts Building, the

Approval of a Resolution authorizing an amendment to the Refunding Certificates of Participation (COP), Series B of 1997 that allows for the substitution of the Minimum Security Housing Unit for certain other real property currently pledged to secure the above COP including the Medical Arts Building, the Clerk-Recorders Building, Community Service Facility-Pod D, and the Jail Support Service Facility.

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Clerk-Recorder Building (B of A), Community Service Facility Pod D, and the Jail Support Services Facility.

This substitution of assets minimizes the number of County properties that are pledged as collateral for the COP Series B of 1997 borrowing.

Staff is requesting Board authorization for the Chief Executive Officer to execute all the necessary agreements including Amendment 2 to the original borrowing, which makes possible the substitution of the Minimum Security Housing Unit in place of certain other real property currently pledged for the COP Series B of 1997 borrowing.

The County's financial advisor, Bond Counsel, rating agencies and the municipal bond insurance company have reviewed the proposed substitution of assets. Bond Counsel has prepared the necessary documents for the County's review and signature.

The structure and size of the financing, including the interest rate and maturity of the COP will not change. The County's bond rating will not be impacted by the substitution of assets as recommended.

**POLICY ISSUE:**

Authorization for staff to proceed with the substitution of County assets as set forth in this agenda item is consistent with the Board of Supervisors priority of efficient delivery of public services.

**STAFFING IMPACTS:**

Existing staff will work with the County's Financial Advisor and Bond Counsel to implement the substitution of County assets.

**RECORDING REQUESTED BY:** )  
County of Stanislaus )  
**AND WHEN RECORDED MAIL TO:** )  
Stradling Yocca Carlson & Rauth )  
660 Newport Center Drive, Suite 1600 )  
Newport Beach, California 92660 )  
Attention: Robert J. Whalen, Esq. )

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[Space above for recorder's use.]

This document is recorded for the benefit of the County of Stanislaus, and the recording is fee exempt under Section 27383 of the Government Code.

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**AMENDMENT NO. 2 TO SITE LEASE**

between

COUNTY OF STANISLAUS,  
as Lessor

and

STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY,  
as Lessee

Dated as of June 1, 2008

Relating to the  
Certificates of Participation  
Series B of 1997

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## AMENDMENT NO. 2 TO SITE LEASE

This AMENDMENT NO. 2 TO SITE LEASE (“Amendment No. 2 to Site Lease”) is made and entered into as of June 1, 2008, by and between the COUNTY OF STANISLAUS, a political subdivision of the State of California duly organized and existing under and by virtue of the laws of the State of California, as lessor (the “County”) and the STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California, as lessee (the “Authority”). This Amendment No. 2 to Site Lease amends that certain Site Lease, dated as of September 1, 1992, and recorded in the official records of the County on October 5, 1992 as Document No. 095592 (the “Original Site Lease”), as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997, and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102298-00 (“Amendment No. 1 to Site Lease” and, together with the Original Site Lease, the “Site Lease”) by and between the County, as lessor, and the Authority, as lessee.

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

WHEREAS, the County entered into the Site Lease with the Authority for the purpose of leasing the real property (including all existing and future improvements thereon) described in Exhibit A thereto as such Exhibit A may be amended and supplemented from time to time, to the Authority, as lessee thereunder; and

WHEREAS, in Section 2 of the Site Lease, the County reserved to itself the right to add to and/or substitute other real property and improvements for that described in Exhibit A thereto; and

WHEREAS, the County and Authority amended Exhibit A to the Site Lease by entering into Amendment No. 1 to Site Lease by adding certain real property to that leased by the County to the Authority under the Site Lease; and

WHEREAS, the County and the Authority desire to amend the Site Lease by entering into Amendment No. 2 to Site Lease in order to substitute other real property and improvements pursuant to Section 2 of the Site Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, it is hereby mutually agreed as follows:

**SECTION 1. Definitions.** Unless the context otherwise requires, the capitalized terms herein which are not defined herein shall have the meanings referenced in the Site Lease.

**SECTION 2. Lease of the Substituted Site.** Exhibit A to the Site Lease as described in Amendment No. 1 to Site Lease is hereby deleted in its entirety and replaced by Exhibit A hereto, and, from and after the date of recordation hereof, the Site consists of the real property described in Exhibit A hereto and all improvements thereon, and all references in the Site Lease to Exhibit A shall refer to the Site described in Exhibit A hereto. The County hereby leases to the Authority and the Authority hereby leases from the County the Site, on the terms and conditions set forth in the Site Lease.

**SECTION 3. Termination of Site Lease as to Prior Site.** Effective as of the date of recordation hereof, the County and the Authority acknowledge and agree that the real property described in Exhibit A to Amendment No. 1 to Site Lease (the "Prior Site") is released from the terms of the Site Lease, and, from and after the date of recordation of this Amendment No. 2 to Site Lease, the Site Lease shall no longer be in force or effect as to the Prior Site.

**SECTION 4. No Other Amendments.** Except as expressly set forth in Sections 2 and 3 above, all other provisions of the Site Lease remain in full force and effect.

**SECTION 5. Counterparts.** This Amendment No. 2 to Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to Site Lease to be executed by their duly authorized officers on the date and year first above written.

COUNTY OF STANISLAUS, as Lessor

By: \_\_\_\_\_  
Chief Executive Officer

ATTEST:

\_\_\_\_\_  
Clerk to the Board of Supervisors

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY,  
as Lessee

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

CONSENTED TO BY:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee and Assignee

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

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed under the foregoing to the Stanislaus County Capital Improvements Financing Authority, a joint powers authority (the "Authority"), is hereby accepted by the undersigned officer or agent on behalf of the Governing Board of the Authority, pursuant to authority conferred by resolution of the said Governing Board adopted on June \_\_, 2008, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: June 1, 2008

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY,  
as Lessee

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary



STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On June \_\_, 2008, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On June \_\_, 2008, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

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WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On June \_\_, 2008, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

**EXHIBIT A**

**DESCRIPTION OF THE LEASED PREMISES**

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

PARCELS C AND D AS SHOWN ON THAT PARCEL MAP FILED JUNE 1, 1995 IN BOOK 47 OF PARCEL MAPS, PAGE 24, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM LAWRENCE A. PAXTON, RECORDED APRIL 11, 1963 IN VOLUME 1846, AT PAGE 442, OF OFFICIAL RECORDS.

APN: 086-015-014

**RECORDING REQUESTED BY:** )  
County of Stanislaus )  
**AND WHEN RECORDED MAIL TO:** )  
Stradling Yocca Carlson & Rauth )  
660 Newport Center Drive, Suite 1600 )  
Newport Beach, California 92660 )  
Attn: Robert J. Whalen, Esq. )  
)

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**AMENDMENT NO. 2 TO LEASE AGREEMENT**

between

COUNTY OF STANISLAUS,  
as Lessee

and

STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY,  
as Lessor

Dated as of June 1, 2008

Relating to the  
Certificates of Participation  
Series B of 1997

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## AMENDMENT NO. 2 TO LEASE AGREEMENT

This AMENDMENT NO. 2 TO LEASE AGREEMENT ("Amendment No. 2 to Lease Agreement") is made and entered into as of June 1, 2008, by and between the STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California, as lessor (the "Authority"), and the COUNTY OF STANISLAUS, a political subdivision of the State of California duly organized and existing under and by virtue of the Constitution and laws of the State of California, as lessee (the "County"). This Amendment No. 2 to Lease Agreement amends that certain Lease Agreement, dated as of September 1, 1992 (the "Original Lease"), and recorded in the official records of the County on October 5, 1992 as Document No. 095593, as amended by Amendment No. 1 to Lease Agreement, dated as of December 1, 1997, and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102299-00 ("Amendment No. 1 to Lease Agreement" and, together with the Original Lease, the "Lease")), by and between the Authority, as lessor, and the County, as lessee.

### WITNESSETH:

WHEREAS, pursuant to the Government Code of the State of California, the County may enter into leases and agreements relating to real property to be used by the County; and

WHEREAS, the Authority is authorized pursuant to the laws of the State of California and its joint powers agreement to provide financial assistance to the County by acquiring, constructing and financing various public facilities, land and equipment and the leasing of facilities, land and equipment for the use, benefit and enjoyment of the public; and

WHEREAS, the County and the Authority have entered into a Site Lease, dated as of September 1, 1992, as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997, as amended by Amendment No. 2 to Site Lease, dated of even date herewith and recorded concurrently herewith (collectively, the "Site Lease"), under which the Authority has leased from the County the real property described in Exhibit A to Amendment No. 2 to Site Lease (the "Site"); and

WHEREAS, pursuant to Section 3.6 of the Lease, the County reserved to itself the right to substitute and/or add other real property and improvements for that described in Exhibit B to the Lease; and

WHEREAS, the Authority and the County entered into Amendment No. 1 to Lease Agreement, dated as of December 1, 1997; and

WHEREAS, Amendment No. 1 to Lease Agreement added certain real property to that leased by the Authority to the County under the Lease; and

WHEREAS, pursuant to Section 3.6 of the Lease, the County and the Authority desire to amend the Lease in order to substitute the real property and improvements described in Exhibit A hereto for the real property and improvements currently being leased by the County under the Lease.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

**SECTION 1. Definitions.** Unless the context otherwise requires, the capitalized terms used herein shall have the meanings specified in the Lease and the Trust Agreement, dated as of September 1, 1992, by and among the County, the Authority and U.S. Bank National Association, as successor trustee to First Trust of California, National Association, as successor trustee to Bank of America National Trust and Savings Association, as trustee.

**SECTION 2. Substituted Property.** Exhibit 1 to Amendment No. 1 to Lease Agreement is hereby deleted in its entirety and replaced by Exhibit A hereto. From and after the date of recordation hereof, the Leased Premises consists of the real property described in Exhibit A hereto, together with all improvements located thereon, and all references in the Lease to Exhibit B shall refer to the Leased Premises described in Exhibit A hereto. Because this Amendment No. 2 to Lease Agreement is being recorded, the parties agree that no Lease Supplement needs to be recorded.

**SECTION 3. Termination of the Lease as to Released Property.** Effective as of the date hereof, the County and the Authority acknowledge and agree that the real property and improvements described in Exhibit 1 to Amendment No. 1 to Lease Agreement (the "Prior Leased Premises") is released from the terms of the Lease, and, from and after the date of recordation of this Amendment No. 2 to Lease Agreement, the Lease shall no longer be in force or effect as to the Prior Leased Premises.

**SECTION 4. No Other Amendments.** Except as expressly set forth in Sections 2, 3 and 4 above, all other provisions of the Lease remain in full force and effect.

**SECTION 5. Counterparts.** This Amendment No. 2 to Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.



IN WITNESS WHEREOF, the Authority has caused this Amendment No. 2 to Lease Agreement to be executed in its name by its duly authorized officers, and the County has caused this Amendment No. 2 to Lease Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY,  
as Lessor

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

COUNTY OF STANISLAUS, as Lessee

By: \_\_\_\_\_  
Chief Executive Officer

ATTEST:

\_\_\_\_\_  
Clerk to the Board of Supervisors

CONSENTED TO BY:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee and Assignee

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

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed under the foregoing to the County of Stanislaus, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of Stanislaus County, pursuant to authority conferred by resolution of the said Board of Supervisors adopted on June \_\_, 2008, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: June 1, 2008

COUNTY OF STANISLAUS

By: \_\_\_\_\_  
Its: Chief Executive Officer

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On June \_\_, 2008, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

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WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

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WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On June \_\_, 2008, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

**EXHIBIT A**

**DESCRIPTION OF THE LEASED PREMISES**

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

PARCELS C AND D AS SHOWN ON THAT PARCEL MAP FILED JUNE 1, 1995 IN BOOK 47 OF PARCEL MAPS, PAGE 24, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM LAWRENCE A. PAXTON, RECORDED APRIL 11, 1963 IN VOLUME 1846, AT PAGE 442, OF OFFICIAL RECORDS.

APN: 086-015-014

**RECORDING REQUESTED BY:** )  
County of Stanislaus )  
**AND WHEN RECORDED MAIL TO:** )  
Stradling Yocca Carlson & Rauth )  
660 Newport Center Drive, Suite 1600 )  
Newport Beach, California 92660 )  
Attention: Robert J. Whalen, Esq. )

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**AMENDMENT NO. 2 TO ASSIGNMENT AGREEMENT**

between

STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY,  
as Assignor

and

U.S. BANK NATIONAL ASSOCIATION, as successor trustee to  
FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION, as successor trustee to  
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,  
As Assignee and Trustee

Dated as of June 1, 2008

Relating to the

Certificates of Participation  
Series B of 1997

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## AMENDMENT NO. 2 TO ASSIGNMENT AGREEMENT

This AMENDMENT NO. 2 TO ASSIGNMENT AGREEMENT (“Amendment No. 2 to Assignment Agreement”) is made and entered into as of June 1, 2008, by and between the Stanislaus County Capital Improvements Financing Authority, a joint powers authority duly organized and existing under the laws of the State of California (the “Authority”), as assignor, and U.S. Bank National Association, as successor trustee to First Trust of California, National Association, as successor trustee to Bank of America National Trust and Savings Association, as trustee and assignee (the “Trustee”). This Amendment No. 2 to Assignment Agreement amends that certain Assignment Agreement, dated as of September 1, 1992 and recorded in the official records of the County on October 5, 1992 as Document No. 095594, as amended by Amendment No. 1 to the Assignment Agreement, dated as of December 1, 1997 and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102300-00, by and between the Authority and the Trustee (as so amended, the “Assignment Agreement”).

### WITNESSETH:

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

#### **SECTION 1. Recitals.**

(a) The terms capitalized in this Assignment Agreement shall have the meanings ascribed to such terms in Section 101 of the Trust Agreement, dated as of September 1, 1992, by and among the County of Stanislaus (the “County”), the Trustee and the Authority, as amended by that certain Supplemental Trust Agreement, dated as of December 1, 1997, by and among the County, the Trustee and the Authority (as supplemented the “Trust Agreement”).

(b) The Authority and the County have entered into a certain Site Lease, dated as of September 1, 1992, recorded on October 5, 1992 in the official records of the County as Document No. 095592, as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997, recorded on December 15, 1997 in the official records of the County as Document No. 97-0102298-00, as amended by Amendment No. 2 to Site Lease, dated the date hereof, as recorded concurrently herewith (collectively, the “Site Lease”), pursuant to which the County has leased to the Authority certain real property, including the improvements thereon, described in Exhibit A to Amendment No. 2 to Site Lease, as amended from time to time, together with any real property added or substituted in the manner and on the terms set forth in the Lease (defined below) (the “Site”). The Site consists of the real property described in Exhibit A hereto, including the improvements thereon.

(c) The Authority and the County have entered into a certain Lease Agreement, dated as of September 1, 1992, recorded as Document No. 095593, as amended by Amendment No. 1 to Lease Agreement, dated as of December 1, 1997, recorded as Document No. 97-0102299-00, as amended by Amendment No. 2 to Lease Agreement, dated the date hereof, recorded concurrently herewith (collectively, the “Lease”), whereby the Authority has leased to the County, and the County has leased from the Authority, the Site.

**SECTION 2. Revised Legal Description.** Exhibit A to Amendment No. 1 to Assignment Agreement is hereby deleted in its entirety and replaced by Exhibit A hereto, and, from and after the date of recordation hereof, all references in the Assignment Agreement to Exhibit A shall refer to Exhibit A attached hereto, and the real property described in Amendment No. 1 to Assignment Agreement shall no longer be subject to the terms of the Assignment Agreement.

**SECTION 3. No Other Amendments.** Except as expressly set forth in Sections 2 and 3 above, all other provisions of the Assignment Agreement remain in full force and effect.

**SECTION 4. Counterparts.** This Amendment No. 2 to Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

THE BANK OF NEW YORK TRUST COMPANY,  
N.A., as Trustee

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

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On June \_\_, 2008, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On June \_\_, 2008, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On June \_\_, 2008, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On June \_\_, 2008, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

CONSENT

The County of Stanislaus hereby consents to the foregoing.

COUNTY OF STANISLAUS

By: \_\_\_\_\_  
Chief Executive Officer

ATTEST:

\_\_\_\_\_  
Clerk to the Board of Supervisors



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

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

PARCELS C AND D AS SHOWN ON THAT PARCEL MAP FILED JUNE 1, 1995 IN BOOK 47 OF PARCEL MAPS, PAGE 24, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM LAWRENCE A. PAXTON, RECORDED APRIL 11, 1963 IN VOLUME 1846, AT PAGE 442, OF OFFICIAL RECORDS.

APN: 086-015-014

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE GOVERNING BOARD OF THE  
STANISLAUS COUNTY CAPITAL IMPROVEMENTS  
FINANCING AUTHORITY AUTHORIZING THE  
SUBSTITUTION OF CERTAIN REAL PROPERTY WITH  
RESPECT TO THE CERTIFICATES OF PARTICIPATION,  
SERIES B OF 1997 AND APPROVING CERTAIN DOCUMENTS  
AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION  
THEREWITH

WHEREAS, the Stanislaus County Capital Improvements Financing Authority (the "Authority") is a joint powers authority organized and existing under the laws of the State of California with the authority to assist in the financing of capital facilities on behalf of the County of Stanislaus (the "County"), a body corporate and politic of the State of California; and

WHEREAS, the Authority has assisted the County in financing capital facilities through the execution and delivery of the \$10,155,000 County of Stanislaus Certificates of Participation, 1992 Series B and \$10,630,000 County of Stanislaus Refunding Certificates of Participation, Series B of 1997 (the "Certificates"); and

WHEREAS, in connection with the Certificates, the Authority and the County have previously entered into a certain Site Lease, dated as of September 1, 1992, as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997 (the "Site Lease"), and a certain Lease Agreement, dated as of September 1, 1992, as amended by Amendment No. 1 to Lease Agreement, dated as of December 1, 1997 (the "Lease"); and

WHEREAS, the County and the Authority intend to enter into that certain Amendment No. 2 to Site Lease ("Amendment No. 2 to Site Lease") and that certain Amendment No. 2 to Lease Agreement ("Amendment No. 2 to Lease Agreement"), the forms of which have been presented to this Governing Board of the Authority at the meeting at which this Resolution has been adopted; and

WHEREAS, pursuant to Amendment No. 2 to Site Lease the Authority will agree to lease from the County the Minimum Security Housing Unit of the County, which constitutes a portion of Assessor's Parcel Number 086-150-014, located on Hackett Road, near Crows Landing Road, within the southern part of the City of Modesto, Stanislaus County, California, as more fully described in Amendment No. 2 to Site Lease and Amendment No. 2 to Lease Agreement (the "Leased Premises") in place of certain other real property which the County currently leases to the Authority under the Site Lease and the Authority leases to the County under the Lease (the "Prior Site"); and

WHEREAS, pursuant to which Amendment No. 2 to Lease Agreement the County will agree to lease back such Leased Premises from the Authority in place of the Prior Site and to pay certain lease payments in connection therewith; and

WHEREAS, the substitution of the Leased Premises for the Prior Site is referred to herein as the "Substitution;" and

WHEREAS, if Amendment No. 2 to Site Lease and Amendment No. 2 to Lease Agreement are executed, the Authority desires to execute and deliver to U.S. Bank National Association, as successor trustee to First Trust of California, National Association, as successor trustee to Bank of America National Trust and Savings Association, as trustee and assignee (the "Trustee"), an Amendment No. 2 to Assignment Agreement (the "Amendment No. 2 to Assignment Agreement") to be dated as of the first day of the month in which such agreement is executed by the parties thereto, between the Authority and the Trustee, the form of which has been presented to this Governing Board of the Authority and which Amendment No. 2 to Assignment Agreement amends that certain Assignment Agreement, dated as of September 1, 1992, as amended by Amendment No. 1 to Assignment Agreement, dated as of December 1, 1997.

NOW, THEREFORE, the Stanislaus County Capital Improvements Financing Authority does hereby resolve as follows:

SECTION 1. Each of the foregoing recitals is true and correct.

SECTION 2. The forms of Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement presented at this meeting are hereby approved. Each of the Chair and Secretary of the Authority, and their written designees (the "Authorized Officers"), is hereby authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement and this Resolution. The Authorized Officers are hereby authorized for and in the name of the Authority to execute and deliver Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement in substantially the forms hereby approved, with such additions thereto and changes therein as are recommended or approved by Stradling Yocca Carlson & Rauth, a Professional Corporation as Special Counsel to the County ("Special Counsel") and County Counsel and approved by such officers, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The Authorized Officers and other officers of the Authority are hereby authorized, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary and advisable in order to consummate the sale and delivery of the Certificates and otherwise effectuate the purposes of this Resolution and such actions previously taken by such officers are hereby ratified.

SECTION 4. In the event the Chair is unavailable or unable to execute and deliver any of the above-referenced documents, any other member of the Governing Board of the Authority may validly execute and deliver such documents, and any documents required to be signed by the Secretary may be signed by any deputy secretary.

SECTION 5. This Resolution shall take effect from and after its date of adoption.

ADOPTED, SIGNED AND APPROVED THIS 24th day June, 2008.

ATTEST

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Secretary, Stanislaus County  
Capital Improvements Financing Authority

STATE OF CALIFORNIA    )  
                                  )  
COUNTY OF STANISLAUS )

I, Christine Ferraro Tallman, Secretary of the Governing Board of the Stanislaus County Capital Improvements Financing Authority, do hereby certify that the above and foregoing Resolution was duly and regularly adopted by the Board of Directors of said Authority at a special meeting held on the 24th day of June, 2008, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of June, 2008.

---

Secretary, Stanislaus County Capital  
Improvements Financing Authority

STATE OF CALIFORNIA    )  
  )  
COUNTY OF STANISLAUS )

I, Christine Ferraro Tallman, Secretary of the Governing Board of the Stanislaus County Capital Improvements Financing Authority, do hereby certify that the above and foregoing Resolution is a full, true and correct copy of Resolution No. \_\_\_\_\_ of said Board, and that the same has not been amended or repealed as of the date hereof.

DATED: June \_\_, 2008.

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Secretary, Stanislaus County Capital  
Improvements Financing Authority

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF STANISLAUS AUTHORIZING THE  
SUBSTITUTION OF CERTAIN REAL PROPERTY WITH  
RESPECT TO THE CERTIFICATES OF PARTICIPATION,  
SERIES B OF 1997 AND APPROVING CERTAIN  
DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN  
CONNECTION THEREWITH

WHEREAS, the Stanislaus County Capital Improvements Financing Authority (the "Authority") is a joint powers authority organized and existing under the laws of the State of California with the authority to assist in the financing of capital facilities on behalf of the County of Stanislaus (the "County"), a body corporate and politic of the State of California; and

WHEREAS, the Authority has assisted the County in financing capital facilities through the execution and delivery of the \$10,155,000 County of Stanislaus Certificates of Participation, 1992 Series B and \$10,630,000 County of Stanislaus Refunding Certificates of Participation, Series B of 1997 (the "Certificates"); and

WHEREAS, in connection with the Certificates, the Authority and the County have previously entered into a certain Site Lease, dated as of September 1, 1992, as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997 (the "Site Lease"), and a certain Lease Agreement, dated as of September 1, 1992, as amended by Amendment No. 1 to Lease Agreement, dated as of December 1, 1997 (the "Lease"); and

WHEREAS, the County and the Authority intend to enter into that certain Amendment No. 2 to Site Lease ("Amendment No. 2 to Site Lease") and that certain Amendment No. 2 to Lease Agreement ("Amendment No. 2 to Lease Agreement"), the forms of which have been presented to this Board of Supervisors at the meeting at which this Resolution has been adopted; and

WHEREAS, pursuant to Amendment No. 2 to Site Lease the Authority will agree to lease from the County the Minimum Security Housing Unit of the County, which constitutes a portion of Assessor's Parcel Number 086-150-014, located on Hackett Road, near Crows Landing Road, within the southern part of the City of Modesto, Stanislaus County, California, as more fully described in Amendment No. 2 to Site Lease and Amendment No. 2 to Lease Agreement (the "Leased Premises") in place of certain other real property which the County currently leases to the Authority under the Site Lease and the Authority leases to the County under the Lease (the "Prior Site"); and

WHEREAS, pursuant to which Amendment No. 2 to Lease Agreement the County will agree to lease back such Leased Premises from the Authority in place of the Prior Site and to pay certain lease payments in connection therewith; and

WHEREAS, the substitution of the Leased Premises for the Prior Site is referred to herein as the "Substitution;" and

WHEREAS, pursuant to that certain Assignment Agreement, dated as of September 1, 1992, by and between the Authority and U.S. Bank National Association, as successor trustee to First Trust of California, National Association, as successor trustee to Bank of America National Trust and Savings Association, as trustee and assignee (the "Trustee"), as amended by Amendment No. 1 to Assignment Agreement, dated as of December 1, 1997, as amended by Amendment No. 2 to Assignment Agreement to be executed in connection with the Substitution ("Amendment No. 2 to Assignment Agreement"), the Authority has assigned its rights under the Lease and the Site Lease to the Trustee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Stanislaus that:

SECTION 1. Each of the foregoing recitals is true and correct.

SECTION 2. The forms of Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement presented at this meeting are hereby approved. Each of the Chair of the Board of Supervisors, the Chief Executive Officer and the Clerk to the Board of Supervisors, and their written designees (the "Authorized Officers"), is hereby authorized for and in the name of the County to execute Amendment No. 2 to Site Lease and Amendment No. 2 to Lease Agreement in substantially the forms hereby approved, with such additions thereto and changes therein as are recommended or approved by Stradling Yocca Carlson & Rauth, a Professional Corporation as Special Counsel to the County ("Special Counsel") or County Counsel and the officers executing the same. Each of the Authorized Officers is hereby authorized for and in the name of the County to consent to Amendment No. 2 to Assignment Agreement.

SECTION 3. The Leased Premises to be made subject to Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement shall be the Minimum Security Housing Unit of the County, which constitutes a portion of Assessor's Parcel Number 086-150-014, located on Hackett Road, near Crows Landing Road, within the southern part of the City of Modesto, Stanislaus County, California, or such portion thereof which the Chief Executive Officer, or in his absence the County's Debt Advisory Committee, determines should be leased. Approval of such changes and the designation of the Leased Premises shall be conclusively evidenced by the execution and delivery of the foregoing documents by one or more of the Authorized Officers. The Authorized Officers are hereby authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement.



SECTION 4. The Authorized Officers are hereby authorized, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary and advisable in order to consummate the Substitution and otherwise effectuate the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed. In the event the Chair of the Board of Supervisors is unavailable or unable to execute and deliver any of the above-referenced documents, any other member of the Board of Supervisors may validly execute and deliver such document, and, in the event the Clerk to the Board of Supervisors is unavailable or unable to execute and deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document.

SECTION 5. This Resolution shall take effect from and after its date of adoption.

ADOPTED, SIGNED AND APPROVED THIS 24th day of June, 2008.

ATTEST

---

Clerk to the Board of Supervisors  
County of Stanislaus, California

STATE OF CALIFORNIA    )  
                                  )  
COUNTY OF STANISLAUS)

I, Christine Ferraro Tallman, Clerk to the Board of Supervisors of Stanislaus County, California hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24th day of June, 2008, and that it was so adopted by the following vote of said Board:

AYES:               SUPERVISORS  
NOES:               SUPERVISORS  
ABSENT:             SUPERVISORS

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of June, 2008.

\_\_\_\_\_  
Clerk to the Board of Supervisors of  
Stanislaus County, California

STATE OF CALIFORNIA   )  
                                  )  
COUNTY OF STANISLAUS)

I, Christine Ferraro Tallman, Clerk to the Board of Supervisors of Stanislaus County, California hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24th day of June, 2008, and that it was so adopted by the following vote of said Board:

DATED: June \_\_, 2008.

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Clerk to the Board of Supervisors of  
Stanislaus County, California

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

Date: June 24, 2008

No. 2008-485

On motion of Supervisor Monteith Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # \*B-21

THE FOLLOWING RESOLUTION WAS ADOPTED:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AUTHORIZING THE SUBSTITUTION OF CERTAIN REAL PROPERTY WITH RESPECT TO THE  
CERTIFICATES OF PARTICIPATION, SERIES B OF 1997 AND APPROVING CERTAIN DOCUMENTS  
AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the Stanislaus County Capital Improvements Financing Authority (the "Authority") is a joint powers authority organized and existing under the laws of the State of California with the authority to assist in the financing of capital facilities on behalf of the County of Stanislaus (the "County"), a body corporate and politic of the State of California; and

WHEREAS, the Authority has assisted the County in financing capital facilities through the execution and delivery of the \$10,155,000 County of Stanislaus Certificates of Participation, 1992 Series B and \$10,630,000 County of Stanislaus Refunding Certificates of Participation, Series B of 1997 (the "Certificates"); and

WHEREAS, in connection with the Certificates, the Authority and the County have previously entered into a certain Site Lease, dated as of September 1, 1992, as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997 (the "Site Lease"), and a certain Lease Agreement, dated as of September 1, 1992, as amended by Amendment No. 1 to Lease Agreement, dated as of December 1, 1997 (the "Lease"); and

WHEREAS, the County and the Authority intend to enter into that certain Amendment No. 2 to Site Lease ("Amendment No. 2 to Site Lease") and that certain Amendment No. 2 to Lease Agreement ("Amendment No. 2 to Lease Agreement"), the forms of which have been presented to this Board of Supervisors at the meeting at which this Resolution has been adopted; and

WHEREAS, pursuant to Amendment No. 2 to Site Lease the Authority will agree to lease from the County the Minimum Security Housing Unit of the County, which constitutes a portion of Assessor's Parcel Number 086-150-014, located on Hackett Road, near Crows Landing Road, within the southern part of the City of Modesto, Stanislaus County, California, as more fully described in Amendment No. 2 to Site Lease and Amendment No. 2 to Lease Agreement (the "Leased Premises") in place of certain other real property which the County currently leases to the Authority under the Site Lease and the Authority leases to the County under the Lease (the "Prior Site"); and

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk  
Stanislaus County Board of Supervisors,  
State of California



WHEREAS, pursuant to which Amendment No. 2 to Lease Agreement the County will agree to lease back such Leased Premises from the Authority in place of the Prior Site and to pay certain lease payments in connection therewith; and

WHEREAS, the substitution of the Leased Premises for the Prior Site is referred to herein as the "Substitution;" and

WHEREAS, pursuant to that certain Assignment Agreement, dated as of September 1, 1992, by and between the Authority and U.S. Bank National Association, as successor trustee to First Trust of California, National Association, as successor trustee to Bank of America National Trust and Savings Association, as trustee and assignee (the "Trustee"), as amended by Amendment No. 1 to Assignment Agreement, dated as of December 1, 1997, as amended by Amendment No. 2 to Assignment Agreement to be executed in connection with the Substitution ("Amendment No. 2 to Assignment Agreement"), the Authority has assigned its rights under the Lease and the Site Lease to the Trustee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Stanislaus that:

SECTION 1. Each of the foregoing recitals is true and correct.

SECTION 2. The forms of Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement presented at this meeting are hereby approved. Each of the Chair of the Board of Supervisors, the Chief Executive Officer and the Clerk to the Board of Supervisors, and their written designees (the "Authorized Officers"), is hereby authorized for and in the name of the County to execute Amendment No. 2 to Site Lease and Amendment No. 2 to Lease Agreement in substantially the forms hereby approved, with such additions thereto and changes therein as are recommended or approved by Stradling Yocca Carlson & Rauth, a Professional Corporation as Special Counsel to the County ("Special Counsel") or County Counsel and the officers executing the same. Each of the Authorized Officers is hereby authorized for and in the name of the County to consent to Amendment No. 2 to Assignment Agreement.

SECTION 3. The Leased Premises to be made subject to Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement shall be the Minimum Security Housing Unit of the County, which constitutes a portion of Assessor's Parcel Number 086-150-014, located on Hackett Road, near Crows Landing Road, within the southern part of the City of Modesto, Stanislaus County, California, or such portion thereof which the Chief Executive Officer, or in his absence the County's Debt Advisory Committee, determines should be leased. Approval of such changes and the designation of the Leased Premises shall be conclusively evidenced by the execution and delivery of the foregoing documents by one or more of the Authorized Officers. The Authorized Officers are hereby authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement.

SECTION 4. The Authorized Officers are hereby authorized, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary and advisable in order to consummate the Substitution and otherwise effectuate the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed. In the event the Chair of the Board of Supervisors is unavailable or unable to execute and deliver any of the above-referenced documents, any other member of the Board of Supervisors may validly execute and deliver such document, and, in the event the Clerk to the Board of Supervisors is unavailable or unable to execute and deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document.

SECTION 5. This Resolution shall take effect from and after its date of adoption.

ADOPTED, SIGNED AND APPROVED THIS 24th day of June, 2008.

ATTEST

---

Clerk to the Board of Supervisors  
County of Stanislaus, California

STATE OF CALIFORNIA    )  
  )  
COUNTY OF STANISLAUS)

I, Christine Ferraro Tallman, Clerk to the Board of Supervisors of Stanislaus County, California hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24th day of June, 2008, and that it was so adopted by the following vote of said Board:

AYES:               SUPERVISORS  
NOES:               SUPERVISORS  
ABSENT:             SUPERVISORS

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of June, 2008.

\_\_\_\_\_  
Clerk to the Board of Supervisors of  
Stanislaus County, California

STATE OF CALIFORNIA    )  
  )  
COUNTY OF STANISLAUS)

I, Christine Ferraro Tallman, Clerk to the Board of Supervisors of Stanislaus County, California hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24th day of June, 2008, and that it was so adopted by the following vote of said Board:

DATED: June \_\_, 2008.

---

Clerk to the Board of Supervisors of  
Stanislaus County, California



THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # B-21

Urgent

Routine

AGENDA DATE June 24, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of a Resolution Authorizing an Amendment to the Refunding Certificates of Participation (COP), Series B of 1997 that Allows for the Substitution of the Minimum Security Housing Unit for Certain Other Real Property Currently Pledged to Secure the Above COP Including the Medical Arts Building, the Clerk-Recorder's Building, Community Service Facility-Pod D, and the Jail Support Service Facility

STAFF RECOMMENDATIONS:

1. Approval of and authorize the Chairman to sign the attached Resolution authorizing the substitution of the County's Minimum Security Housing Unit for current County assets pledged to secure the COP, Series B of 1997.
2. Approve Amendment No. 2 to the Site Agreement, Amendment No. 2 to the Lease Agreement and Amendment No. 2 to the Assignment Agreement that make possible an asset substitution to the existing COP, Series B of 1997.
3. Authorize the Chief Executive Officer to sign and deliver all Amendments and other documents necessary to complete the substitution of assets for the COP, Series B of 1997 borrowing.

(Continued on Page 2)

FISCAL IMPACT:

The recommended action, if approved by the Board of Supervisors, will release from the COP, Series B of 1997 all existing County assets with a total estimated value of \$35 million and will substitute the Minimum Security Housing Unit as a pledged asset valued at \$8 million. The remaining debt of this borrowing is \$6 million as of June 2008. This substitution is made possible as a result of the appreciation in County pledged assets and the pay down of the original debt. The cost for administrative and legal review of the transaction that makes possible the substitution of assets will not exceed \$20,000.

BOARD ACTION AS FOLLOWS:

No. 2008-485

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST:

  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Resolution authorizing an amendment to the Refunding Certificates of Participation (COP), Series B of 1997 that allows for the substitution of the Minimum Security Housing Unit for certain other real property currently pledged to secure the above COP including the Medical Arts Building, the Clerk-Recorders Building, Community Service Facility-Pod D, and the Jail Support Service Facility.

Page 2

#### **STAFF RECOMMENDATIONS: (Continued)**

4. Authorize the Chief Executive Officer to enter into all necessary professional agreements including, but not limited to services from the County's Financial Advisor, Bond Counsel, Bond Insurer and Escrow Agent.
5. Authorize all county officers, employees and agents to take all actions and to execute all documents necessary to complete the substitution of assets.

#### **DISCUSSION:**

*Purpose of the Substitution of County Assets:* Staff has explored the feasibility of releasing certain County assets used as collateral for a previous capital improvement financing in order to provide the Board of Supervisors with the maximum flexibility in managing the space needs of County programs. In so doing it makes possible for the Board to dispose of certain county property if and when the Board finds it prudent to do so. In regards to the COP, Series B of 1997, substituting a special use building such as the Minimum Security Housing Unit as a pledged asset and obtaining a release of the existing pledge assets for this particular borrowing provides the Board greater flexibility in managing County assets. Staff's recommendation also releases County assets that are no longer needed to secure the previous borrowing.

On January 16, 2007 the Board of Supervisors adopted a resolution authorizing the issuance of Stanislaus County Refunding COP, Series A of 2007, which refinanced COP, Series A of 1997. When this refunding occurred the number of County pledged assets required to secure the borrowing were reduced drastically. The County assets that were released from this refinancing included the Minimum Security Housing Unit, the Sheriff's Operation Center, ten acres of vacant land at the Juvenile Justice Center, the Public Safety Center Main Jail, the Agricultural Center and the Ray Simon Criminal Justice Training Center. The assets that were necessary to refinance the COP, Series A of 1997 included Pods A, B and C, which are all part of the Community Services Center Facility. These three Pods are valued at a total of \$45 million.

It is recommended that the Minimum Security Housing Unit released from the COP Series A of 1997 be used as substitution for the assets currently pledged for the COP Series B of 1997. An April 2007 appraisal establishes the value of this asset at \$8 million. The COP Series B of 1997 has an aggregate outstanding balance of \$6,865,000 as of June 1, 2007. By using the Minimum Security Housing Unit as the leased premises for the this COP the remaining current pledged assets can be released, which include the Medical Arts Building, the

Approval of a Resolution authorizing an amendment to the Refunding Certificates of Participation (COP), Series B of 1997 that allows for the substitution of the Minimum Security Housing Unit for certain other real property currently pledged to secure the above COP including the Medical Arts Building, the Clerk-Recorders Building, Community Service Facility-Pod D, and the Jail Support Service Facility.

Page 3

Clerk-Recorder Building (B of A), Community Service Facility Pod D, and the Jail Support Services Facility.

This substitution of assets minimizes the number of County properties that are pledged as collateral for the COP Series B of 1997 borrowing.

Staff is requesting Board authorization for the Chief Executive Officer to execute all the necessary agreements including Amendment 2 to the original borrowing, which makes possible the substitution of the Minimum Security Housing Unit in place of certain other real property currently pledged for the COP Series B of 1997 borrowing.

The County's financial advisor, Bond Counsel, rating agencies and the municipal bond insurance company have reviewed the proposed substitution of assets. Bond Counsel has prepared the necessary documents for the County's review and signature.

The structure and size of the financing, including the interest rate and maturity of the COP will not change. The County's bond rating will not be impacted by the substitution of assets as recommended.

**POLICY ISSUE:**

Authorization for staff to proceed with the substitution of County assets as set forth in this agenda item is consistent with the Board of Supervisors priority of efficient delivery of public services.

**STAFFING IMPACTS:**

Existing staff will work with the County's Financial Advisor and Bond Counsel to implement the substitution of County assets.

RESOLUTION NO. 2008-485

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AUTHORIZING THE SUBSTITUTION OF CERTAIN REAL PROPERTY WITH RESPECT TO THE CERTIFICATES OF PARTICIPATION, SERIES B OF 1997 AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Stanislaus County Capital Improvements Financing Authority (the "Authority") is a joint powers authority organized and existing under the laws of the State of California with the authority to assist in the financing of capital facilities on behalf of the County of Stanislaus (the "County"), a body corporate and politic of the State of California; and

WHEREAS, the Authority has assisted the County in financing capital facilities through the execution and delivery of the \$10,155,000 County of Stanislaus Certificates of Participation, 1992 Series B and \$10,630,000 County of Stanislaus Refunding Certificates of Participation, Series B of 1997 (the "Certificates"); and

WHEREAS, in connection with the Certificates, the Authority and the County have previously entered into a certain Site Lease, dated as of September 1, 1992, as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997 (the "Site Lease"), and a certain Lease Agreement, dated as of September 1, 1992, as amended by Amendment No. 1 to Lease Agreement, dated as of December 1, 1997 (the "Lease"); and

WHEREAS, the County and the Authority intend to enter into that certain Amendment No. 2 to Site Lease ("Amendment No. 2 to Site Lease") and that certain Amendment No. 2 to Lease Agreement ("Amendment No. 2 to Lease Agreement"), the forms of which have been presented to this Board of Supervisors at the meeting at which this Resolution has been adopted; and

WHEREAS, pursuant to Amendment No. 2 to Site Lease the Authority will agree to lease from the County the Minimum Security Housing Unit of the County, which constitutes a portion of Assessor's Parcel Number 086-150-014, located on Hackett Road, near Crows Landing Road, within the southern part of the City of Modesto, Stanislaus County, California, as more fully described in Amendment No. 2 to Site Lease and Amendment No. 2 to Lease Agreement (the "Leased Premises") in place of certain other real property which the County currently leases to the Authority under the Site Lease and the Authority leases to the County under the Lease (the "Prior Site"); and

WHEREAS, pursuant to which Amendment No. 2 to Lease Agreement the County will agree to lease back such Leased Premises from the Authority in place of the Prior Site and to pay certain lease payments in connection therewith; and

WHEREAS, the substitution of the Leased Premises for the Prior Site is referred to herein as the "Substitution;" and

WHEREAS, pursuant to that certain Assignment Agreement, dated as of September 1, 1992, by and between the Authority and U.S. Bank National Association, as successor trustee to First Trust of California, National Association, as successor trustee to Bank of America National Trust and Savings Association, as trustee and assignee (the "Trustee"), as amended by Amendment No. 1 to Assignment Agreement, dated as of December 1, 1997, as amended by Amendment No. 2 to Assignment Agreement to be executed in connection with the Substitution ("Amendment No. 2 to Assignment Agreement"), the Authority has assigned its rights under the Lease and the Site Lease to the Trustee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Stanislaus that:

SECTION 1. Each of the foregoing recitals is true and correct.

SECTION 2. The forms of Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement presented at this meeting are hereby approved. Each of the Chair of the Board of Supervisors, the Chief Executive Officer and the Clerk to the Board of Supervisors, and their written designees (the "Authorized Officers"), is hereby authorized for and in the name of the County to execute Amendment No. 2 to Site Lease and Amendment No. 2 to Lease Agreement in substantially the forms hereby approved, with such additions thereto and changes therein as are recommended or approved by Stradling Yocca Carlson & Rauth, a Professional Corporation as Special Counsel to the County ("Special Counsel") or County Counsel and the officers executing the same. Each of the Authorized Officers is hereby authorized for and in the name of the County to consent to Amendment No. 2 to Assignment Agreement.


SECTION 3. The Leased Premises to be made subject to Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement shall be the Minimum Security Housing Unit of the County, which constitutes a portion of Assessor's Parcel Number 086-150-014, located on Hackett Road, near Crows Landing Road, within the southern part of the City of Modesto, Stanislaus County, California, or such portion thereof which the Chief Executive Officer, or in his absence the County's Debt Advisory Committee, determines should be leased. Approval of such changes and the designation of the Leased Premises shall be conclusively evidenced by the execution and delivery of the foregoing documents by one or more of the Authorized Officers. The Authorized Officers are hereby authorized to execute, acknowledge and deliver any and all documents required to consummate the transactions contemplated by Amendment No. 2 to Site Lease, Amendment No. 2 to Lease Agreement and Amendment No. 2 to Assignment Agreement.

SECTION 4. The Authorized Officers are hereby authorized, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary and advisable in order to consummate the Substitution and otherwise effectuate the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed. In the event the Chair of the Board of Supervisors is unavailable or unable to execute and deliver any of the above-referenced documents, any other member of the Board of Supervisors may validly execute and deliver such document, and, in the event the Clerk to the Board of Supervisors is unavailable or unable to execute and deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document.

SECTION 5. This Resolution shall take effect from and after its date of adoption.

ADOPTED, SIGNED AND APPROVED THIS 24th day of June, 2008.

ATTEST


  
Cristine Ferrero Salmeron  
Clerk to the Board of Supervisors  
County of Stanislaus, California

STATE OF CALIFORNIA )  
 )  
COUNTY OF STANISLAUS)

I, Christine Ferraro Tallman, Clerk to the Board of Supervisors of Stanislaus County, California hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24th day of June, 2008, and that it was so adopted by the following vote of said Board:

AYES: SUPERVISORS O'Brien, Grover, Monteith, DeMartini and  
Chairman Mayfield  
NOES: SUPERVISORS None  
ABSENT: SUPERVISORS None


IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of June, 2008.

  
Clerk to the Board of Supervisors of  
Stanislaus County, California

STATE OF CALIFORNIA    )  
  )  
COUNTY OF STANISLAUS)

I, Christine Ferraro Tallman, Clerk to the Board of Supervisors of Stanislaus County, California hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24th day of June, 2008, and that it was so adopted by the following vote of said Board:


DATED: June 24, 2008.

  
Clerk to the Board of Supervisors of  
Stanislaus County, California



**RECORDING REQUESTED BY:**  
County of Stanislaus  
**AND WHEN RECORDED MAIL TO:**  
Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660  
Attention: Robert J. Whalen, Esq.

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Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2008-0071927-00**  
Wednesday, JUL 02, 2008 15:59:17  
Ttl Pd \$0.00 Nbr-0002565461  
BOT/R2/1-11

This document is recorded for the benefit of the County of Stanislaus, and the recording is fee exempt under Section 27383 of the Government Code.

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**AMENDMENT NO. 2 TO ASSIGNMENT AGREEMENT**

between

STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY,  
as Assignor

and

U.S. BANK NATIONAL ASSOCIATION, as successor trustee to  
FIRST TRUST OF CALIFORNIA, NATIONAL ASSOCIATION, as successor trustee to  
**BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION,**  
As Assignee and Trustee

Dated as of July 1, 2008

Relating to the

Certificates of Participation  
Series B of 1997

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## AMENDMENT NO. 2 TO ASSIGNMENT AGREEMENT

This AMENDMENT NO. 2 TO ASSIGNMENT AGREEMENT ("Amendment No. 2 to Assignment Agreement") is made and entered into as of July 1, 2008, by and between the Stanislaus County Capital Improvements Financing Authority, a joint powers authority duly organized and existing under the laws of the State of California (the "Authority"), as assignor, and U.S. Bank National Association, as successor trustee to First Trust of California, National Association, as successor trustee to Bank of America National Trust and Savings Association, as trustee and assignee (the "Trustee"). This Amendment No. 2 to Assignment Agreement amends that certain Assignment Agreement, dated as of September 1, 1992 and recorded in the official records of the County on October 5, 1992 as Document No. 095594, as amended by Amendment No. 1 to the Assignment Agreement, dated as of December 1, 1997 and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102300-00, by and between the Authority and the Trustee (as so amended, the "Assignment Agreement").

### WITNESSETH:

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

#### SECTION 1. Recitals.

(a) The terms capitalized in this Assignment Agreement shall have the meanings ascribed to such terms in Section 101 of the Trust Agreement, dated as of September 1, 1992, by and among the County of Stanislaus (the "County"), the Trustee and the Authority, as amended by that certain Supplemental Trust Agreement, dated as of December 1, 1997, by and among the County, the Trustee and the Authority (as supplemented the "Trust Agreement").

(b) The Authority and the County have entered into a certain Site Lease, dated as of September 1, 1992, recorded on October 5, 1992 in the official records of the County as Document No. 095592, as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997, recorded on December 15, 1997 in the official records of the County as Document No. 97-0102298-00, as amended by Amendment No. 2 to Site Lease, dated the date hereof, as recorded concurrently herewith (collectively, the "Site Lease"), pursuant to which the County has leased to the Authority certain real property, including the improvements thereon, described in Exhibit A to Amendment No. 2 to Site Lease, as amended from time to time, together with any real property added or substituted in the manner and on the terms set forth in the Lease (defined below) (the "Site"). The Site consists of the real property described in Exhibit A hereto, including the improvements thereon.

(c) The Authority and the County have entered into a certain Lease Agreement, dated as of September 1, 1992, recorded as Document No. 095593, as amended by Amendment No. 1 to Lease Agreement, dated as of December 1, 1997, recorded as Document No. 97-0102299-00, as amended by Amendment No. 2 to Lease Agreement, dated the date hereof, recorded concurrently herewith (collectively, the "Lease"), whereby the Authority has leased to the County, and the County has leased from the Authority, the Site.

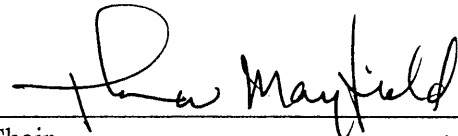
**SECTION 2. Revised Legal Description.** Exhibit A to Amendment No. 1 to Assignment Agreement is hereby deleted in its entirety and replaced by Exhibit A hereto, and, from and after the date of recordation hereof, all references in the Assignment Agreement to Exhibit A shall refer to Exhibit A attached hereto, and the real property described in Amendment No. 1 to Assignment Agreement shall no longer be subject to the terms of the Assignment Agreement.

**SECTION 3. No Other Amendments.** Except as expressly set forth in Sections 2 and 3 above, all other provisions of the Assignment Agreement remain in full force and effect.


**SECTION 4. Counterparts.** This Amendment No. 2 to Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

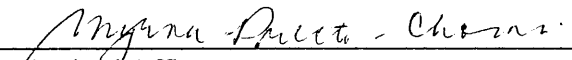
STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY

By:   
Chair

ATTEST:

  
Secretary

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By:   
Authorized Officer

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Francisco

On June 30, 2008 before me, Danielle Fung, Notary Public  
(here insert name and title of the officer)

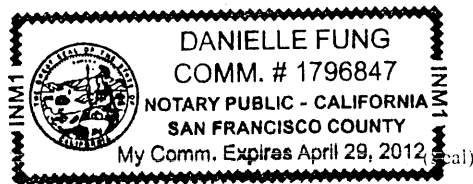
personally appeared Myrna presto Cheraski

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

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

WITNESS my hand and official seal.

Danielle Fung  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment Agreement  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 7/1/08

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

Myrna VP  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On July 1, 2008, before me, THERESA A. GUNTER, Notary Public, personally appeared THOMAS MAYFIELD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



SIGNATURE OF NOTARY PUBLIC



STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On July 1, 2008, before me, THERESA A. GUNTER, Notary Public, personally appeared RICHARD ROBINSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

T.A.G.  
SIGNATURE OF NOTARY PUBLIC



STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On July \_\_, 2008, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC



STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On July \_\_, 2008, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

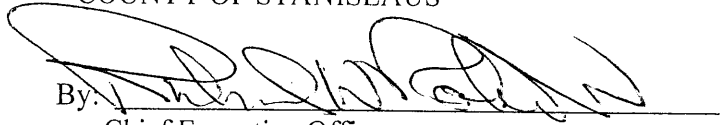
WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

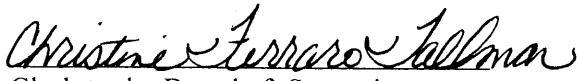
CONSENT

The County of Stanislaus hereby consents to the foregoing.

COUNTY OF STANISLAUS

By:   
Chief Executive Officer

ATTEST:

  
Clerk to the Board of Supervisors

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

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

PARCELS C AND D AS SHOWN ON THAT PARCEL MAP FILED JUNE 1, 1995 IN BOOK 47 OF PARCEL MAPS, PAGE 24, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM LAWRENCE A. PAXTON, RECORDED APRIL 11, 1963 IN VOLUME 1846, AT PAGE 442, OF OFFICIAL RECORDS.

APN: 086-015-014



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
DOC- 2008-0071926-00

Wednesday, JUL 02, 2008 15:57:33  
Ttl Pd \$0.00 Nbr-0002565460  
BOT/R2/1-11

**RECORDING REQUESTED BY:**  
County of Stanislaus  
**AND WHEN RECORDED MAIL TO:**  
Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660  
Attn: Robert J. Whalen, Esq.

)

[Space above for recorder's use.]

This document is recorded for the benefit of the County of Stanislaus, and the recording is fee exempt under Section 27383 of the Government Code.

**AMENDMENT NO. 2 TO LEASE AGREEMENT**

between

COUNTY OF STANISLAUS,  
as Lessee

and

STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY,  
as Lessor

Dated as of July 1, 2008

Relating to the  
Certificates of Participation  
Series B of 1997

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01

## AMENDMENT NO. 2 TO LEASE AGREEMENT

This AMENDMENT NO. 2 TO LEASE AGREEMENT ("Amendment No. 2 to Lease Agreement") is made and entered into as of July 1, 2008, by and between the STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California, as lessor (the "Authority"), and the COUNTY OF STANISLAUS, a political subdivision of the State of California duly organized and existing under and by virtue of the Constitution and laws of the State of California, as lessee (the "County"). This Amendment No. 2 to Lease Agreement amends that certain Lease Agreement, dated as of September 1, 1992 (the "Original Lease"), and recorded in the official records of the County on October 5, 1992 as Document No. 095593, as amended by Amendment No. 1 to Lease Agreement, dated as of December 1, 1997, and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102299-00 ("Amendment No. 1 to Lease Agreement" and, together with the Original Lease, the "Lease")), by and between the Authority, as lessor, and the County, as lessee.

### WITNESSETH:

WHEREAS, pursuant to the Government Code of the State of California, the County may enter into leases and agreements relating to real property to be used by the County; and

WHEREAS, the Authority is authorized pursuant to the laws of the State of California and its joint powers agreement to provide financial assistance to the County by acquiring, constructing and financing various public facilities, land and equipment and the leasing of facilities, land and equipment for the use, benefit and enjoyment of the public; and

WHEREAS, the County and the Authority have entered into a Site Lease, dated as of September 1, 1992, as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997, as amended by Amendment No. 2 to Site Lease, dated of even date herewith and recorded concurrently herewith (collectively, the "Site Lease"), under which the Authority has leased from the County the real property described in Exhibit A to Amendment No. 2 to Site Lease (the "Site"); and

WHEREAS, pursuant to Section 3.6 of the Lease, the County reserved to itself the right to substitute and/or add other real property and improvements for that described in Exhibit B to the Lease; and

WHEREAS, the Authority and the County entered into Amendment No. 1 to Lease Agreement, dated as of December 1, 1997; and

WHEREAS, Amendment No. 1 to Lease Agreement added certain real property to that leased by the Authority to the County under the Lease; and

WHEREAS, pursuant to Section 3.6 of the Lease, the County and the Authority desire to amend the Lease in order to substitute the real property and improvements described in Exhibit A hereto for the real property and improvements currently being leased by the County under the Lease.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

**SECTION 1. Definitions.** Unless the context otherwise requires, the capitalized terms used herein shall have the meanings specified in the Lease and the Trust Agreement, dated as of September 1, 1992, by and among the County, the Authority and U.S. Bank National Association, as successor trustee to First Trust of California, National Association, as successor trustee to Bank of America National Trust and Savings Association, as trustee.

**SECTION 2. Substituted Property.** Exhibit 1 to Amendment No. 1 to Lease Agreement is hereby deleted in its entirety and replaced by Exhibit A hereto. From and after the date of recordation hereof, the Leased Premises consists of the real property described in Exhibit A hereto, together with all improvements located thereon, and all references in the Lease to Exhibit B shall refer to the Leased Premises described in Exhibit A hereto. Because this Amendment No. 2 to Lease Agreement is being recorded, the parties agree that no Lease Supplement needs to be recorded.

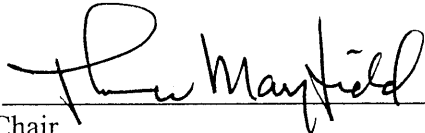
**SECTION 3. Termination of the Lease as to Released Property.** Effective as of the date hereof, the County and the Authority acknowledge and agree that the real property and improvements described in Exhibit 1 to Amendment No. 1 to Lease Agreement (the "Prior Leased Premises") is released from the terms of the Lease, and, from and after the date of recordation of this Amendment No. 2 to Lease Agreement, the Lease shall no longer be in force or effect as to the Prior Leased Premises.

**SECTION 4. No Other Amendments.** Except as expressly set forth in Sections 2, 3 and 4 above, all other provisions of the Lease remain in full force and effect.

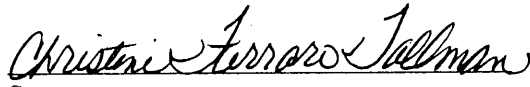
**SECTION 5. Counterparts.** This Amendment No. 2 to Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority has caused this Amendment No. 2 to Lease Agreement to be executed in its name by its duly authorized officers, and the County has caused this Amendment No. 2 to Lease Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY,  
as Lessor

By:   
Chair


ATTEST:

  
Secretary

COUNTY OF STANISLAUS, as Lessee

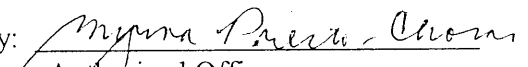
By:   
Chief Executive Officer

ATTEST:

  
Clerk to the Board of Supervisors

CONSENTED TO BY:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee and Assignee

By:   
Authorized Officer

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Francisco

On June 30, 2008 before me, Danielle Fung, Notary Public  
(here insert name and title of the officer)

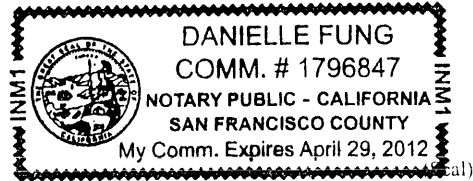
personally appeared Myrna presto choroski

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

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

WITNESS my hand and official seal.

Danielle Fung  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Lease Agreement  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 7/1/08

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

Myrna VP  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~ ~~she~~ ~~they~~ is ~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed under the foregoing to the County of Stanislaus, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of Stanislaus County, pursuant to authority conferred by resolution of the said Board of Supervisors adopted on June 23, 2008, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: July 1, 2008

COUNTY OF STANISLAUS

By:   
Its: Chief Executive Officer

STATE OF CALIFORNIA

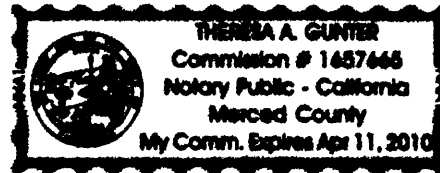
COUNTY OF STANISLAUS

On July 1, 2008, before me, TERESA A. GUNTER, Notary Public, personally appeared THOMAS MAYFIELD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

T.A.G.

SIGNATURE OF NOTARY PUBLIC



STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On July 1, 2008, before me, THERESA A. GUNTER, Notary Public, personally appeared RICHARD ROBINSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



SIGNATURE OF NOTARY PUBLIC

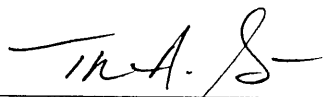


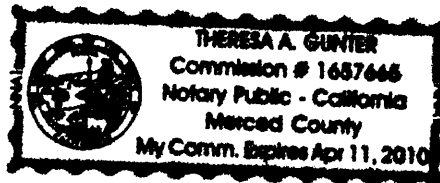
STATE OF CALIFORNIA

COUNTY OF STANISLAUS

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WITNESS my hand and official seal

  
SIGNATURE OF NOTARY PUBLIC



STATE OF CALIFORNIA

COUNTY OF STANISLAUS

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WITNESS my hand and official seal

T.A.G.

SIGNATURE OF NOTARY PUBLIC



**EXHIBIT A**

**DESCRIPTION OF THE LEASED PREMISES**

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

PARCELS C AND D AS SHOWN ON THAT PARCEL MAP FILED JUNE 1, 1995 IN BOOK 47 OF PARCEL MAPS, PAGE 24, STANISLAUS COUNTY RECORDS.

EXCEPTING THEREFROM 50% OF ALL OIL, GAS AND MINERALS AS RESERVED IN THE DEED FROM LAWRENCE A. PAXTON, RECORDED APRIL 11, 1963 IN VOLUME 1846, AT PAGE 442, OF OFFICIAL RECORDS.

APN: 086-015-014



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2008-0071925-00**

Wednesday, JUL 02, 2008 15:52:30  
Ttl Pd \$0.00 Nbr-0002565459  
BOT/R2/1-11

**RECORDING REQUESTED BY:** )  
County of Stanislaus )  
**AND WHEN RECORDED MAIL TO:** )  
Stradling Yocca Carlson & Rauth )  
660 Newport Center Drive, Suite 1600 )  
Newport Beach, California 92660 )  
Attention: Robert J. Whalen, Esq. )

[Space above for recorder's use.]

This document is recorded for the benefit of the County of Stanislaus, and the recording is fee exempt under Section 27383 of the Government Code.

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**AMENDMENT NO. 2 TO SITE LEASE**

between

COUNTY OF STANISLAUS,  
as Lessor

and

STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY,  
as Lessee

Dated as of July 1, 2008

Relating to the  
Certificates of Participation  
Series B of 1997

## AMENDMENT NO. 2 TO SITE LEASE

This AMENDMENT NO. 2 TO SITE LEASE ("Amendment No. 2 to Site Lease") is made and entered into as of July 1, 2008, by and between the COUNTY OF STANISLAUS, a political subdivision of the State of California duly organized and existing under and by virtue of the laws of the State of California, as lessor (the "County") and the STANISLAUS COUNTY CAPITAL IMPROVEMENTS FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California, as lessee (the "Authority"). This Amendment No. 2 to Site Lease amends that certain Site Lease, dated as of September 1, 1992, and recorded in the official records of the County on October 5, 1992 as Document No. 095592 (the "Original Site Lease"), as amended by Amendment No. 1 to Site Lease, dated as of December 1, 1997, and recorded in the official records of the County on December 15, 1997 as Document No. 97-0102298-00 ("Amendment No. 1 to Site Lease" and, together with the Original Site Lease, the "Site Lease") by and between the County, as lessor, and the Authority, as lessee.

### WITNESSETH:

WHEREAS, the County entered into the Site Lease with the Authority for the purpose of leasing the real property (including all existing and future improvements thereon) described in Exhibit A thereto as such Exhibit A may be amended and supplemented from time to time, to the Authority, as lessee thereunder; and

WHEREAS, in Section 2 of the Site Lease, the County reserved to itself the right to add to and/or substitute other real property and improvements for that described in Exhibit A thereto; and

WHEREAS, the County and Authority amended Exhibit A to the Site Lease by entering into Amendment No. 1 to Site Lease by adding certain real property to that leased by the County to the Authority under the Site Lease; and

WHEREAS, the County and the Authority desire to amend the Site Lease by entering into Amendment No. 2 to Site Lease in order to substitute other real property and improvements pursuant to Section 2 of the Site Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, it is hereby mutually agreed as follows:

**SECTION 1. Definitions.** Unless the context otherwise requires, the capitalized terms herein which are not defined herein shall have the meanings referenced in the Site Lease.

**SECTION 2. Lease of the Substituted Site.** Exhibit A to the Site Lease as described in Amendment No. 1 to Site Lease is hereby deleted in its entirety and replaced by Exhibit A hereto, and, from and after the date of recordation hereof, the Site consists of the real property described in Exhibit A hereto and all improvements thereon, and all references in the Site Lease to Exhibit A shall refer to the Site described in Exhibit A hereto. The County hereby leases to the Authority and the Authority hereby leases from the County the Site, on the terms and conditions set forth in the Site Lease.



**SECTION 3. Termination of Site Lease as to Prior Site.** Effective as of the date of recordation hereof, the County and the Authority acknowledge and agree that the real property described in Exhibit A to Amendment No. 1 to Site Lease (the "Prior Site") is released from the terms of the Site Lease, and, from and after the date of recordation of this Amendment No. 2 to Site Lease, the Site Lease shall no longer be in force or effect as to the Prior Site.

**SECTION 4. No Other Amendments.** Except as expressly set forth in Sections 2 and 3 above, all other provisions of the Site Lease remain in full force and effect.

**SECTION 5. Counterparts.** This Amendment No. 2 to Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to Site Lease to be executed by their duly authorized officers on the date and year first above written.

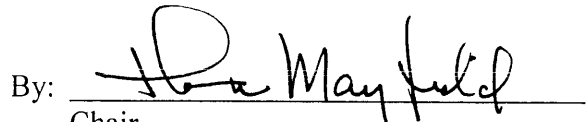
COUNTY OF STANISLAUS, as Lessor

By:   
Chief Executive Officer

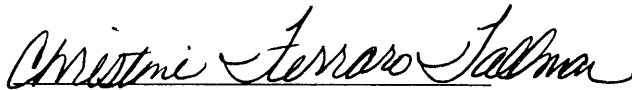
ATTEST:

  
Clerk to the Board of Supervisors

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY,  
as Lessee

By:   
Chair

ATTEST:

  
Secretary

CONSENTED TO BY:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee and Assignee

By:   
Authorized Officer

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Francisco

On June 30, 2008 before me, Danielle Fung - Notary Public  
(here insert name and title of the officer)

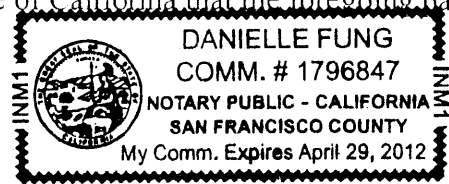
personally appeared Myrna Presto Choraski

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

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

WITNESS my hand and official seal.

Danielle Fung  
Signature of Notary Public



(Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

Lease Agreement  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 7/1/08

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

Myrna VP  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

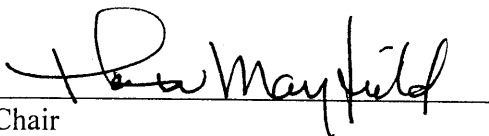
Other \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed under the foregoing to the Stanislaus County Capital Improvements Financing Authority, a joint powers authority (the "Authority"), is hereby accepted by the undersigned officer or agent on behalf of the Governing Board of the Authority, pursuant to authority conferred by resolution of the said Governing Board adopted on June 23, 2008, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: July 1, 2008

STANISLAUS COUNTY CAPITAL  
IMPROVEMENTS FINANCING AUTHORITY,  
as Lessee

By:   
Chair

ATTEST:

  
Secretary

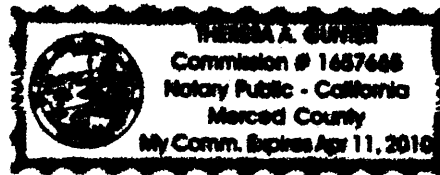
STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On July 1, 2008, before me, TERESA A. GUNTER, Notary Public, personally appeared THOMAS MAYFIELD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

T.A. G-  
SIGNATURE OF NOTARY PUBLIC



STATE OF CALIFORNIA

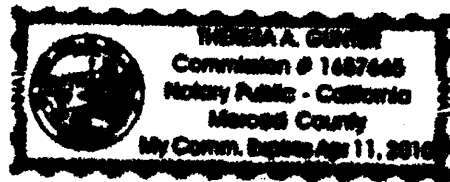
COUNTY OF STANISLAUS

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WITNESS my hand and official seal

T.A.G.

SIGNATURE OF NOTARY PUBLIC



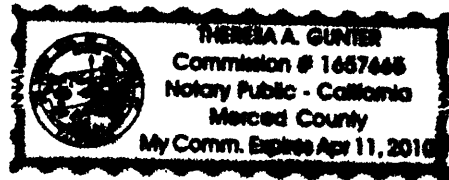
STATE OF CALIFORNIA

COUNTY OF STANISLAUS

On July 1, 2008, before me, THERESA A. GUNTER, Notary Public, personally appeared TOMAS MAJFIELD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

T.A.G.  
SIGNATURE OF NOTARY PUBLIC



STATE OF CALIFORNIA

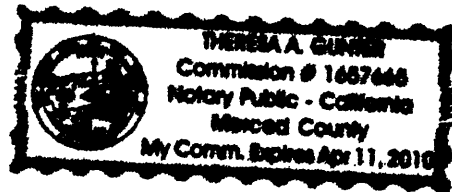
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SIGNATURE OF NOTARY PUBLIC





**EXHIBIT A**

**DESCRIPTION OF THE LEASED PREMISES**

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PARCELS C AND D AS SHOWN ON THAT PARCEL MAP FILED JUNE 1, 1995 IN BOOK 47 OF PARCEL MAPS, PAGE 24, STANISLAUS COUNTY RECORDS.

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APN: 086-015-014

REC'T # 0002565459  
July 02, 2008 ----- 15:52:30

Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office

Official #08-0071925-00

RECD BY  
Free Issue

Sub Total fee ..... \$0.00

BOT,R2/1/11

REC'T # 0002565460  
July 02, 2008 ----- 15:57:33

Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office

Official #08-0071926-00

RECD BY  
Free Issue

Sub Total fee ..... \$0.00

BOT,R2/1/11

REC'T # 0002565461  
July 02, 2008 ----- 15:59:17

Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office

Official #08-0071927-00

RECD BY  
Free Issue

Total fee ..... \$0.00  
Amount Tendered... \$0.00

Change ..... \$0.00  
BOT,R2/1/11