

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Hawkins Delafield & Wood LLP
333 South Grand Avenue, Suite 3650
Los Angeles, California 90071
Attention: Nnanna F. Ogbu, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Assignment Agreement relating to a Lease
Is Recorded for the Benefit of a Public Agency
and Is Exempt from Documentary Transfer Tax
Pursuant to Government Code Section 27383

FIRST AMENDMENT TO ASSIGNMENT AGREEMENT

by and between the

FRESNO COUNTY FINANCING AUTHORITY

and the

THE BANK OF NEW YORK TRUST COMPANY, AS TRUSTEE

\$55,350,000
FRESNO COUNTY FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2007
(SHARED USE JUVENILE COURT PROJECT)

Dated as of [As of Date]

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FIRST AMENDMENT TO ASSIGNMENT AGREEMENT

This FIRST AMENDMENT TO ASSIGNMENT AGREEMENT, dated as of [As of Date], by and between the FRESNO COUNTY FINANCING AUTHORITY (the "Authority"), a public entity and agency duly organized and existing pursuant to a joint exercise of powers agreement, dated as of September 27, 1994, by and between the County of Fresno, a political subdivision duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "County") and the Industrial Development and Finance Authority of the County of Fresno, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as successor by merger to The Bank of New York Trust Company, N.A., as Trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Authority and the County, have heretofore executed and entered into a Site Lease, dated as of April 1, 2007 (the "Original Site Lease"), recorded on April 12, 2007, as instrument number 2007-0074268, official records of the County, pursuant to which the County leased to the Authority that certain Leased Property as defined therein and described in Exhibit A thereto; and

WHEREAS, the Authority and the County, have heretofore executed and entered into a Lease, dated as of April 1, 2007 (the "Original Lease"), recorded on April 12, 2007, as instrument number 2007-0074270, official records of the County, pursuant to which the Authority leased to the County that certain Leased Property as defined herein and described in Exhibit A thereto; and

WHEREAS, the Authority issued its \$55,350,000 principal amount Lease Revenue Bonds, Series 2007 (Shared Use Juvenile Court Project) (the "Series 2007 Bonds") pursuant to an Indenture, dated as of April 1, 2007 (the "Indenture"), by and between the Authority and the Trustee, secured by a pledge of and lien on the Base Rental Payments (as defined in the Original Lease) to be made by the County to the Authority pursuant to the Original Lease for the use and occupancy of the Leased Property; and

WHEREAS, the Authority and the Trustee have heretofore executed and entered into an Assignment Agreement, dated as of April 1, 2007 (the "Original Assignment Agreement"), recorded on April 12, 2007, as instrument number 2007-0074270, official records of the County, pursuant to which the Authority assigned without recourse all of its rights to receive the Base Rental Payments, Additional Rental (as defined in the Original Lease) and prepayments from the County under and pursuant to the Lease to the Trustee for the benefit of the owners of the Series 2007 Bonds; and

WHEREAS, the Authority and the County desire to substitute the Project (as defined in the Original Lease) for the existing Leased Property under the Lease, Site Lease and Assignment Agreement in accordance with the terms of the Lease and the Site Lease; and

WHEREAS, in connection with such substitution of the Project for the existing Leased Property, the County will execute amendments to the Lease, Site Lease and Assignment Agreement and assign its rights under the Lease-Purchase Agreement, dated March 13, 2007 by and between the County and the Judicial Council of California, an entity established by the Constitution of the State of California, acting by and through the Administrative Office of the Courts (the "AOC"), to the Authority and the Trustee; and

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

SECTION 1. Substitution of the Leased Property. Exhibit A to the Original Assignment Agreement is hereby amended, restated and replaced in its entirety with Exhibit A attached hereto and made a part hereof.

SECTION 2. Acceptance. The Trustee hereby accepts the foregoing assignment for the benefit of the Owners, subject to the conditions and terms of the Site Lease, the Lease, the Indenture and all such Base Rental Payments, Additional Rental and prepayments shall be applied and all such rights so assigned shall be exercised by the Trustee under and pursuant to the Indenture. The Trustee does not warrant the statements contained in the recitals hereto.

SECTION 3. No Other Claims. The Authority hereby represents and warrants that there are no present and outstanding claims on Base Rental Payments or any other moneys assigned by the Authority to the Trustee hereunder.

SECTION 4. Conditions. This First Amendment to Assignment Agreement shall confer no rights and shall impose no obligations upon the Trustee beyond those expressly provided in the Indenture.

SECTION 5. Counterparts. This First Amendment to Assignment Agreement may be executed in any numbers of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same First Amendment to Assignment Agreement.

SECTION 6. Governing Law. This First Amendment to Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California. If any party to this First Amendment to Assignment Agreement initiates any legal or equitable action to enforce the terms of this First Amendment to Assignment Agreement, to declare the rights of the parties under this First Amendment to Assignment Agreement or which relates to this First Amendment to Assignment Agreement in any manner, each such party agrees that the place of making and for performance of this First Amendment to Assignment Agreement shall be Fresno County, State of California, and the proper venue for any such action is the Superior Court of the State of California, in and for the County of Fresno.

SECTION 7. Severability. If any agreement, condition, covenant or term hereof or any application hereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, all agreements, conditions, covenants and terms hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 8. Continuing Effect of Original Assignment Agreement. Except as provided in this First Amendment to Assignment Agreement, the Original Assignment Agreement shall continue in effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this First Amendment to Assignment Agreement by their respective officers thereunto duly authorized as of the day and year first above written.

FRESNO COUNTY FINANCING AUTHORITY

By _____
Chairperson

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

By _____
Authorized Officer