

**AMENDMENT NO. 1 TO  
AGREEMENT FOR BOND COUNSEL SERVICES**

1. PARTIES AND DATE

This Amendment No. 1 to the Agreement for Bond Counsel Services is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and ORRICK, HERRINGTON & SUTCLIFFE LLP ("Consultant"), a LIMITED LIABILITY PARTNERSHIP.

2. RECITALS

- 2.1 The Commission and the Consultant have entered into an agreement dated April 5, 2005 for the purpose of providing bond counsel services (the "Master Agreement").
- 2.2 The parties now desire to amend the Master Agreement in order to revise the Scope of Services and to provide additional compensation for the performance of bond counsel tasks related to an interest rate swap transaction in connection with the Commission's commercial paper notes under the 2009 Measure A, including a maximum of two (2) counterparty agreements.

3. TERMS

- 3.1 The Services, as that term is defined in the Master Agreement, shall be amended to include bond counsel tasks related to an interest rate swap transaction in connection with the Commission's commercial paper notes under the 2009 Measure A, including a maximum of two (2) counterparty agreements.
- 3.2 The maximum compensation for Services performed pursuant to this Amendment shall be \$100,000, as further set forth in Exhibit "A-1" attached to this Amendment and incorporated herein by reference.
- 3.3 Except as amended by this Amendment, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

**[signatures on following page]**

**SIGNATURE PAGE  
TO  
AMENDMENT NO. 1 TO  
AGREEMENT FOR BOND COUNSEL SERVICES**

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement on the date first herein above written.

RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION

CONSULTANT  
ORRICK, HERRINGTON  
& SUTCLIFFE LLP

By: \_\_\_\_\_  
Marion Ashley, Chairman

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Steve DeBaun, Best, Best & Krieger LLP  
Counsel to the Riverside County  
Transportation Commission

**EXHIBIT "A-1"**

**COMPENSATION**

Consultant shall receive compensation, including authorized reimbursements, for the Services rendered under this Amendment in an amount not to exceed \$100,000. Compensation shall be provided as follows:

The total compensation to be provided to Consultant if one (1) counterparty agreement is completed shall be \$50,000.

The total compensation to be provided to Consultant if two (2) counterparty agreements are completed shall be \$100,000.