ORRICK, HERRINGTON & SUTCLIFFE LLP
777 SOUTH FIGUEROA STREET
LOS ANGELES, CALIFORNIA 90017

CLIFFORD CHANCE US LLP
31 WEST 52ND STREET
NEW YORK, NEW YORK 10019

October 3, 2012

VIA EMAIL

Laurie Balding-Smith, Commercial Escrow Officer
Chicago Title Company
1646 N. California Blvd.
Walnut Creek, CA 94596

Re: California School Finance Authority
Educational Facilities Revenue Bonds
(Tri-Valley Learning Corporation Project), Series 2012A

Orrick, Herrington & Sutcliffe LLP ("Orrick") serves as bond counsel to the California School Finance Authority (the "Authority") in connection with the above-referenced transaction. Clifford Chance US LLP ("Clifford Chance") serves as counsel to NRFC WA Holdings II, LLC, the existing lender ("NorthStar"), in connection with the above-referenced transaction. Archer Norris, PLC, serves as counsel to Montevina Phase I, LLC (the "Phase I Lessor") and Montevina Phase II, LLC (the "Phase II Lessor") in connection with the above-referenced transaction. This letter shall constitute closing instructions to Chicago Title Company ("Chicago Title") from the Authority, NorthStar, the Phase I Lessor and the Phase II Lessor in connection with the closing of the transaction which is the subject of this letter.

On October 4, 2012, the Authority is expected to issue the above referenced bonds (the "Bonds"), and in turn will loan the proceeds of the Bonds (the "Loan") to Livermore Valley Charter School and Livermore Charter Preparatory High School, both operated as Tri-Valley Learning Corporation (the "Borrower") for the acquisition, construction, improvement and equipping of educational facilities located at the Montevina Office Park in Livermore, California, as more particularly described in Exhibit A-1 hereto (the "Montevina Phase I Property"), Exhibit A-2 hereto (the "Montevina Phase II Property") and Exhibit A-3 hereto (the "JPA Property"). On such date, the Phase I Lessor will convey its fee interest in Parcels 16 and 17 of the Montevina Phase I Property to the Phase II Lessor.

In addition, (a) with respect to the Montevina Phase I Property, the Authority will (i) enter into a Site Lease, dated as of October 1, 2012 with the Phase I Lessor (the "Phase I Site Lease"), (ii) enter into a Sublease, dated as of October 1, 2012, with the Borrower (the "Phase I Sublease"), and (iii) assign its rights and obligations under these documents in the Assignment Agreement (the "Phase I Assignment Agreement") to The Bank of New York Mellon Trust Company, N. A., as bond trustee (the "Bond Trustee"), and (b) with respect to the Montevina Phase II Property, the Authority will (i) enter into a Site Lease, dated as of October 1, 2012 with Phase II Lessor (the "Phase II Site Lease"), (ii) enter into a Sublease, dated as of October 1, 2012 with Borrower (the "Phase II Sublease") and (iii) assign its rights and obligations under these documents to Phase II Lessor pursuant to an Assignment Agreement (the "Phase II Assignment Agreement (Authority-Montevina)"). Phase II Lessor will, in turn, assign its rights to NorthStar pursuant to an Assignment Agreement (the "Second Phase II Assignment Agreement (Montevina-Northstar)").

In addition, the existing deed of trust in favor of NorthStar and encumbering the Montevina Phase I Property (the "Existing Phase I Deed of Trust") and the deed of trust in favor of NorthStar and encumbering the Montevina Phase II Property (the "Existing Phase II Deed of Trust") will be amended.

A. DEPOSIT OF DOCUMENTS INTO ESCROW

The Borrower shall deposit or cause to be deposited the following fully-executed original documents (to the extent applicable, except as otherwise noted below) into escrow (the "Delivered Documents"):

1. Second Amendment to Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Montevina – Phase I (the "CC&R Amendment Instrument".

2. Deed of JPA Property to TVLC (the "JPA Deed") and related transfer tax forms.

3. Fee Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of October 1, 2012 (the "JPA Property Fee Deed of Trust"), executed by the Borrower, as trustor, to Chicago Title Company, as trustee, in favor of the Bond Trustee, as beneficiary, with respect to the JPA Property.

4. Deed from Phase I Lessor to Phase II Lessor and related transfer tax forms.

5. Fee Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of October 1, 2012 (the "Phase I Fee Deed of Trust"), executed by the Phase I Lessor, as trustor, to Chicago Title Company, as trustee, in favor of the Bond Trustee, as beneficiary, with respect to the Montevina Phase I Property.

6. Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of October 1, 2012 (the "Phase I Leasehold Deed of Trust"), from the Borrower to Chicago Title, as trustee, for the benefit of the Bond Trustee, with respect to the Montevina Phase I Property.

7. Subordinate Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of October 4, 2012 (the "Phase I Subordinate Leasehold Deed of Trust"), from the Borrower to Chicago Title, as trustee, for the benefit of NorthStar, with respect to the Montevina Phase I Property.

8. The Phase I Site Lease.

9. The Phase I Sublease.

10. The Phase I Assignment Agreement.

11. The Phase II Site Lease.

12. The Phase II Sublease.

13. The Phase II Assignment Agreement (Authority-Montevina).

14. The Second Phase II Assignment Agreement (Montevina-Northstar).

15. Intercreditor and Subordination Agreement, dated as of October 1, 2012 (the "Intercreditor Agreement"), by and among the Borrower, Phase II Lessor, Northstar and the Bond Trustee.

16. Subordination Agreement, dated as of October 1, 2012 (the "Subordination Agreement"), by and among Northstar, Phase I Lessor, the Borrower and the Bond Trustee.

17. Partial Reconveyance and Deed of Trust Modification Agreement, dated as of October 4, 2012 between Phase I Lessor and NorthStar, relating to the Montevina Phase I Property (the "Existing Phase I Deed of Trust Modification").

18. Deed of Trust Modification Agreement, dated as of October 4, 2012 between Phase II Lessor and NorthStar, relating to the Montevina Phase II Property (the "Existing Phase II Deed of Trust Modification").

19. UCC Fixture Filing Amendment (of debtor address) relating to the Montevina Phase I Property (the "Phase I UCC Debtor Address Amendment").

20. UCC Fixture Filing Amendment (of collateral description) relating to the Montevina Phase I Property (the "Phase I UCC Collateral Amendment").

21. UCC Fixture Filing Amendment (of debtor address) relating to the Montevina Phase I Property (the "Phase I UCC Debtor Address Amendment").

22. UCC Fixture Filing Amendment (of collateral description) relating to the Montevina Phase II Property (the "Phase II UCC Collateral Amendment").

23. With respect to the Montevina Phase I Property, Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement and Fixture Filing by WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee for the beneficial owners of N-STAR REL CDO VIII GRANTOR TRUST, SERIES QQ, as assignor, to NorthStar, as assignee (the "Phase I NorthStar Pre-Mod Assignment").

24. UCC Fixture Filing Amendment (changing secured party from WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee for the beneficial owners of N-STAR REL CDO VIII GRANTOR TRUST, SERIES QQ, as assignor, to NorthStar), relating to the Montevina Phase I Property (the "Phase I Pre-Mod UCC Assignment").

25. With respect to the Montevina Phase II Property, Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement and Fixture Filing by WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee for the beneficial owners of N-STAR REL CDO VIII GRANTOR TRUST, SERIES QQ, as assignor, to NorthStar, as assignee (the "Phase II NorthStar Pre-Mod Assignment").

26. UCC Fixture Filing Amendment (changing secured party from WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee for the beneficial owners of N-STAR REL CDO VIII GRANTOR TRUST, SERIES QQ, as assignor, to NorthStar), relating to the Montevina Phase II Property (the "Phase II Pre-Mod UCC Assignment").

27. With respect to the Montevina Phase I Property, Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement and Fixture Filing by NorthStar, as assignor, to WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee for the beneficial owners of N-STAR REL CDO VIII GRANTOR TRUST, SERIES WW, as assignee (the "Phase I NorthStar Post-Mod Assignment").

28. UCC Fixture Filing Amendment (changing secured party from NorthStar to WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee for the beneficial owners of N-STAR REL CDO VIII GRANTOR TRUST, SERIES WW), relating to the Montevina Phase I Property (the "Phase I Post-Mod UCC Assignment").

29. With respect to the Montevina Phase II Property, Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement and Fixture Filing by NorthStar, as assignor, to WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee for the beneficial owners of N-STAR REL CDO VIII GRANTOR TRUST, SERIES WW, as assignee (the "Phase II NorthStar Post-Mod Assignment").

30. UCC Fixture Filing Amendment (changing secured party from NorthStar to WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee for the beneficial owners of N-STAR REL CDO VIII GRANTOR TRUST, SERIES WW), relating to the Montevina Phase II Property (the "Phase II Post-Mod UCC Assignment").

31. UCC Fixture Financing Statement naming Montevina Phase I, LLC, as debtor and relating to the Montevina Phase I Property, intended to be filed with the Secretary of State of Delaware (the "Phase I Delaware UCC").

32. UCC Fixture Financing Statement naming Montevina Phase II, LLC, as debtor and relating to the Montevina Phase II Property, intended to be filed with the Secretary of State of Delaware (the "Phase II Delaware UCC").

B. DEPOSIT OF FUNDS

The Authority shall cause to be deposited $7,400,000 into escrow (collectively, the "Authority Funds"). The Authority Funds consist of the $7,400,000 payment due at closing from the Authority under the Phase I Site Lease. The Authority funds include the $6,988,000 payment to be paid to NorthStar pursuant to the memo attached as Exhibit C hereto, as well as the $300,000 fee to Colliers and the $112,000 fee to ExTerra both also shown in Exhibit C.

The Borrower shall cause to be deposited $3,831,669.40 into escrow from proceeds of the Bonds loaned to the Borrower (collectively, the "Borrower Funds" and, together with the Authority Funds, the "Funds"). The Borrower Funds include the $3,143,860.00 payment (the "JPA Payment") to be paid for the acquisition by the Borrower for the JPA Property, and other amounts to satisfy all costs and expenses for the Title Policies (hereinafter defined), endorsements, escrow fees, cancellation fees, photocopying, conveyance fees, recording fees, mortgage taxes, documentary taxes, intangible taxes, title company services, transfer taxes and all other fees, charges and taxes with respect to the closing of the subject transaction in the amount set forth in the settlements statement attached as Exhibit C hereto prepared by you and accepted and agreed to by Borrower.

C. TITLE INSURANCE POLICIES

The loan policies of title insurance to be issued at Closing by Chicago Title shall be exactly in the form of the proforma policies of title insurance attached as:

(i) Exhibit B-1 hereto, in favor of the Bond Trustee and relating to Phase I Fee Deed of Trust (the "Montevina Phase I Bond Trustee Fee Loan Policy"),

(ii) Exhibit B-2 hereto, in favor of the Bond Trustee and relating to the Phase I Leasehold Deed of Trust (the "Montevina Phase I Bond Trustee Leasehold Loan Policy"),

(iii) Exhibit B-3 hereto, in favor of the Bond Trustee and relating to the JPA Property Fee Deed of Trust (the "JPA Fee Title Policy"),

(iv) Exhibit B-4 hereto, in favor of NorthStar and relating to the Existing Phase I Deed of Trust, as modified by the Phase I Deed of Trust Modification (the "Montevina Phase I NorthStar Fee Loan Policy"),

(v) Exhibit B-5 hereto, in favor of NorthStar and relating to the Existing Phase II Deed of Trust, as modified by the Phase II Deed of Trust Modification (the "Montevina Phase II NorthStar Fee Loan Policy"), and

(vi) Exhibit B-6 hereto, in favor of NorthStar and relating to the Phase I Subordinate Leasehold Deed of Trust (the "Montevina Phase I NorthStar Leasehold Loan Policy", and together with the Montevina Phase I Bond Trustee Fee Loan Policy, Montevina Phase I Bond Trustee Leasehold Loan Policy, JPA Fee Title Policy, Montevina Phase I NorthStae Fee Loan Policy, and Montevina Phase II NorthStar Fee Loan Policy are collectively referred to herein as the "Title Policies").

You acknowledge that the Title Policies shall be issued and released upon receipt of the Funds and prior to the recordation of documents referenced in Section A herein due to your receipt of the Gap Indemnity Agreement executed by the Borrower and Phase I Lessor and Phase II Lessor on October 3, 2012.

D. CONDITIONS TO CLOSING

You may close escrow only upon the fulfillment of all of the conditions listed below:

1. You hold all of the Delivered Documents, and have confirmed that they are duly executed by all parties and duly acknowledged where required. It is understood that you have confirmed that all of the documents referenced in Section A. herein are in proper recordable form.

2. You hold all of the Funds referenced in Section B herein.

3. You have inserted the date of recordation and instrument numbers into all documents that contain blanks for dates and instrument numbers related to the date of execution of documents or recordation of documents.

4. The Seller of the JPA Property, California Joint Powers Risk Management Authority, is prepared to convey fee title to the JPA Property to TVLC, and has authorized the release of the JPA Deed from escrow;

5. You have ensured that the proper legal description of the Montevina Phase I Property, the JPA Property and the Montevina Phase II Property is attached to all documents to be recorded, as applicable.

6. You are prepared and irrevocably committed to issue to Bond Trustee an ALTA Lender's Title Insurance Policy in the amount of the Loan insuring that the Phase I Fee Deed of Trust constitutes a valid first lien against the Phase I Lessor's fee simple interest in the Montevina Phase I Property, in the form of the pro forma attached hereto as Exhibit B-1, effective as of the date of recording of the Phase I Fee Deed of Trust (previously defined as the Montevina Phase I Bond Trustee Fee Loan Policy").

7. You are prepared and irrevocably committed to issue to Bond Trustee an ALTA Lender's Title Insurance Policy in the amount of the Loan insuring that the Phase I Leasehold Deed of Trust constitutes a valid first lien against the Borrower's subleasehold interest in the Montevina Phase I Property, in the form of the pro forma attached hereto as Exhibit B-2, effective as of the date of recording of the Phase I Leasehold Deed of Trust (previously defined as the "Montevina Phase I Bond Trustee Leasehold Loan Policy").

8. You are prepared and irrevocably committed to issue to Bond Trustee an ALTA Lender's Title Insurance Policy in the amount of the Loan insuring that the JPA Property Fee Deed of Trust constitutes a valid first lien against the Borrower's fee simple interest in the JPA Property, in the form of the pro forma attached hereto as Exhibit B-3, effective as of the date of recording of the JPA Property Fee Deed of Trust (previously defined as the "JPA Fee Title Policy").

9. You are prepared and irrevocably committed to issue to NorthStar an ALTA Lender's Title Insurance Policy in the amount of $15,000,000 insuring that the Existing Phase I Deed of Trust, as modified by the Phase I Deed of Trust Modification constitutes a valid lien against the Phase I Lessor's fee simple interest in the Montevina Phase I Property, in the form of the pro forma attached hereto as Exhibit B-4, effective as of the date of recording of the Phase I Deed of Trust Modification (previously defined as the "Montevina Phase I NorthStar Fee Loan Policy").

10. You are prepared and irrevocably committed to issue to NorthStar an ALTA Lender's Title Insurance Policy in the amount of $15,000,000 insuring that the Existing Phase II Deed of Trust, as modified by the Phase II Deed of Trust Modification constitutes a valid first lien against the fee simple interest of Phase II Lessor in the Montevina Phase II Property, in the form of the pro forma attached hereto as Exhibit B-5, effective as of the date of recording of the Phase II Deed of Trust Modification (previously defined as the "Montevina Phase II NorthStar Fee Loan Policy").

11. You are prepared and irrevocably committed to issue to NorthStar an ALTA Lender's Title Insurance Policy in the amount of $15,000,000 insuring that the Phase I Subordinate Leasehold Deed of Trust constitutes a valid lien against the Borrower's subleasehold interest in the Montevina Phase I Property, in the form of the pro forma attached hereto as Exhibit B-6, effective as of the date of recording of the Phase I Subordinate Leasehold Deed of Trust (previously defined as the "Montevina Phase I NorthStar Leasehold Loan Policy").

12. You have received written or verbal confirmation from Derek Austin of The Law Offices of Derek Austin, Esq., that the estimated settlement statement has been approved by the Borrower.

13. You have received written confirmation from Eugene Clark-Herrera (415 773-5911, the undersigned, or any other representative of Orrick, Herrington & Sutcliffe LLP, that all of the conditions of closing have been met and that the closing is authorized.

14. You have received written confirmation from Lee Askenazi (212-878-8208) or Victoria Manthas (212-878-8208) of Clifford Chance, that all of the conditions of closing have been met and that the closing is authorized.

15. You have received written confirmation from Gabriel Schnitzler (415-432-6004), or any other representative of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., that all of the conditions of closing have been met and that the closing is authorized.

16. You have received written confirmation from Kim Scala (925-930-6600) of Archer Norris, that all of the conditions of closing have been met and that the closing is authorized.

17. You have countersigned these escrow instructions where indicated below, and have returned a copy of the same to the undersigned via facsimile or e-mail.

E. DISBURSEMENT OF FUNDS AND RECORDING

Upon satisfaction of the Conditions of Closing set forth in Section D above, you are instructed to:

(1) Date the Delivered Documents (to the extent not already dated) as of the Closing Date;

(2) immediately disburse the Funds in accordance with the memo attached hereto as Exhibit C and in accordance with the wiring instructions set forth therein; and

(3) immediately record in the Official Records of Alameda County, California the following Delivered Documents (the "Documents"), in the following order:

[*Remainder of this page intentionally left blank.*]

With respect to the Montevina Phase I Property:

a. Phase I NorthStar Pre-Mod Assignment

b. Phase I Pre-Mod UCC Assignment

c. Deed.

d. Phase I Site Lease.

e. Phase I Sublease.

f. Phase I Assignment Agreement.

g. Phase I Fee Deed of Trust.

h. Phase I Leasehold Deed of Trust.

i. Existing Phase I Deed of Trust Modification.

j. (j-1) Phase I UCC Debtor Address Amendment; and (j-2) Phase I UCC Collateral Amendment).

k. Phase I Subordinate Leasehold Deed of Trust.

l. Subordination Agreement.

m. Phase I NorthStar Post-Mod Assignment.

n. Phase I Post-Mod UCC Assignment.

With respect to the Montevina Phase II Property:

o. Phase II NorthStar Pre-Mod Assignment

p. Phase II Pre-Mod UCC Assignment

q. Phase II Site Lease.

r. Phase II Sublease.

s. Phase II Assignment Agreement (Authority-Montevina).

t. Second Phase II Assignment Agreement (Montevina-Northstar).

u. Existing Phase II Deed of Trust Modification.

v. (v-1) Phase II UCC Debtor Address Amendment; and (v-2) Phase II UCC Collateral Amendment).

w. Intercreditor Agreement.

x. Phase I NorthStar Post-Mod Assignment.

y. Phase I Post-Mod UCC Assignment.

With respect to the JPA Property:

z. JPA Deed.

aa. JPA Property Fee Deed of Trust.

Relating to the One of More of the Above Properties:

bb. CC&R Amendment Instrument.

To be filed with the Secretary of State of Delaware:

cc. Phase I Delaware UCC.

dd. Phase II Delaware UCC

F. OTHER MATTERS

It is anticipated that Orrick and Clifford Chance will contact Chicago Title with verbal authorization to proceed with the closing and the recordation of the Documents by 8:00 p.m. California time on October 4, 2012. Immediately after the Documents have been recorded in accordance with this letter, Chicago Title is to call (i) the undersigned at (415) 773-5907 or, if for any reason he is unavailable for such call, Eugene Clark-Herrera, Esq. at (415) 773-5911, and (ii) Lee Askenazi, Esq. or Victoria Manthas, Esq. of Clifford Chance and provide the date and time of recording and the instrument number of each recorded Document.

Promptly after recordation of the Documents (and in any event within three (3) days after such recordation), Chicago Title shall deliver a conformed copy of each of the Documents (showing the County Recorder's certification that the same have been recorded and setting forth the date of recording and instrument number) to (i) Eugene Clark-Herrera, Esq. of Orrick, and (ii) Victoria Manthas, Esq. of Clifford Chance at their respective addresses. As soon as reasonably possible, but not later than two (2) weeks after the date of recordation, one (1) original of each of the Montevina Phase I Bond Trustee Fee Loan Policy, Montevina Phase I Bond Trustee Leasehold Loan Policy, and JPA Fee Title Policy is to be forwarded to Eugene Clark-Herrera, Esq. of Orrick, and one (1) original of each of the Montevina Phase I NorthStar Fee Loan Policy, Montevina Phase II NorthStar Fee Loan Policy and Montevina Phase I NorthStar Leasehold Loan Policy is to be forwarded to Victoria Manthas, Esq. of Clifford Chance.

All escrow fees, recording fees, title company services, and all other fees, charges and taxes with respect to the closing of the subject transaction shall be paid by Borrower. None of the Authority, NorthStar, the Phase I Lessor, the Phase II Lessor, Orrick or Clifford Chance shall have any responsibility or liability for any such costs or expenses.

By acceptance of these escrow instructions, you acknowledge and agree that upon your disbursement of the Funds in accordance with these instructions, the title insurance premiums will have been paid and the pro forma policies referred to in paragraph C above shall constitute

the Title Policies, effective as of the date of such disbursement until receipt of the revised policies containing all the appropriate recording information.

In the event closing conditions are not satisfied by 1:00 p.m. on the October 4, 2012, Chicago Title agrees to wire the entirety of the Authority Funds and the Borrower Funds in immediately available funds to Westhoff, Cone & Holmstedt. In such event, the wire instructions for Westhoff, Cone & Holmstedt are as follows:

JPMorgan Chase Bank, N.A.
601 Travis St., 18th Floor, TX2-C095
Houston, TX 77002
ABA # 021000021
Southwest Securities, Inc.
Account # 08805076955
FFC: CPCFA (Tri-Valley Learning Corporation Project)
ACCT: 185705303
Attention: Settlement Dept

International Wire Instructions to Southwest Securities
Use the same above instructions and add the
SWIFT Address: CHASUS33TEX

Please acknowledge receipt and acceptance of the above-described Documents and Chicago Title's agreement to comply with the instructions herein (including the obligation to issue the Title Policies as required hereby) in the space hereinbelow provided. Your release of any of the Funds or recording of any of the Documents shall, not withstanding your failure to sign below, be deemed your agreement to strictly adhere to the instructions contained herein.

Very truly yours,

Christine Cadman, Esq., Victoria Manthas, Esq. and Kim Scala, Esq.

Enclosures

cc: Eugene Clark-Herrera, Esq.
Derek Austin, Esq.
Kimberly Scala, Esq.
Lee Askenazi, Esq.
Laureen Maacks
Bonita McAlpine

RECEIPT AND ACCEPTANCE of the above-referenced Documents and agreement to comply with each provision herein (including the obligation to be irrevocably committed to issue the Title Policies as described herein) is hereby acknowledged.

Dated: October 4, 2012

CHICAGO TITLE COMPANY

By: [signature]

Name: Laurie Balding Smith

Title: Vice President

EXHIBIT A-1

MONTEVINA PHASE I PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcels 1, 2, 3, 4, 5, 7, 8, 9, 10, 12, 14 and 15, Parcel Map 9356, filed December 8, 2008, Book 310 of Maps, Page 79, Alameda County Records.

APNs: 905-0018-010 (Parcel 1)
905-0018-011 (Parcel 2)
905-0018-012 (Parcel 3)
905-0018-013 (Parcel 4)
905-0018-014 (Parcel 5)
905-0018-016 (Parcel 7)
905-0018-017 (Parcel 8)
905-0018-018 (Parcel 9)
905-0018-019 (Parcel 10)
905-0018-021 (Parcel 12)
905-0018-022 (Parcel 14)
905-0018-023 (Parcel 15)

EXHIBIT A-2

MONTEVINA PHASE II PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Parcel 13, Parcel Map 9356, filed December 8, 2008, Book 310 of Maps, Page 79, Alameda County Records.

Assessor's Parcel No. 905-0014-015

Parcel 2:

A non-exclusive easement, appurtenant to Parcel 1 hereinabove described for vehicular and pedestrian ingress and egress, as set forth in that certain Reciprocal Easement Agreement recorded February 2, 2000, Series No. 2000-035253, Official Records, over, across and through the following described land:

A) Being a portion of Parcel "3" as said parcel is shown on Parcel Map 7204 filed November 19, 1997, in Book 232, Pages 83-85 of Maps, Alameda County Records, further described as follows:

Beginning at the southwesterly corner of said Parcel "3", as said parcel is shown on said Parcel Map;

Thence along the southwesterly line of said Parcel 3, north 29° 28' 00" west 575.60 feet to the northerly line of said Parcel 3 of said Parcel Map 7204;

Thence along said northerly line south 89° 09' 40" east 17.37 feet to a point which lies 15.00 feet northeasterly of and parallel with the aforementioned southwesterly line of said Parcel 3;

Thence parallel to said southwesterly line south 29° 28' 00" east 566.83 feet to the southeasterly line of said Parcel 3;

Thence along said southeasterly line south 60° 32' 00" west 15.00 feet to the point of beginning.

B) Being a portion of that certain parcel of land described in the Quitclaim Deed from Triad Park, LLC, a Delaware limited liability company to WHTBP Real Estate Limited Partnership, a Delaware limited partnership, recorded November 4, 1997, Recorder's Series No. 97292864, Official Records of Alameda County, described as follows:

Being a portion of Parcel "A" as said parcel is shown on that certain Plat of Lot Line Adjustment #54-97, Certificate of Compliance, recorded June 30, 1997, Recorders' Series No. 97154289, Alameda County Records, further described as follows

Beginning at the most southwesterly corner of said Parcel "A", said corner being a point on the northerly right of way line of North Canyons Parkway as shown on said Lot Line Adjustment Plat; thence along the southwesterly line of said Parcel A, north 29° 28' 00" west 536.00 feet; thence leaving said southwesterly line along the northwesterly line of said Parcel A, north 60° 32' 00" east 15.00 feet to a point which lies 15.00 feet northeasterly of and parallel with the aforementioned described southwesterly line of said Parcel A; thence parallel with said southwesterly line south 29° 28' 00" east 557.99 feet to the aforementioned northerly right of way line of North Canyons Parkway; thence along said northerly right of way line north 63° 28' 00" west 9.55 feet; thence continuing along said northerly right of way line westerly along the arc of a tangent 1049.00 foot radius curve to the left through a central angle of 00° 55' 57", an arc distance of 17.07 feet to the point of beginning.

The bearings for the purpose of this description are based upon Parcel Map 7036 filed for record on September 24, 1996, Map Book 225, Pages 40-41, inclusive, Alameda County Records.

Parcel 3:

Parcels 16 and 17, Parcel Map 9356, filed December 8, 2008, Book 310 of Parcel Maps, Page 79, Alameda County Records.

Assessor's Parcel Nos. 905-0018-024 (Parcel 16) and 905-0018-025 (Parcel 17)

Parcel 4:

Non-Exclusive Reciprocal Easements for the purposes stated below appurtenant to Parcel 3 as created in that certain Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Montevina Phase I Recorded December 17, 2008, as Instrument No. 2008-353660, Alameda County Official Records (The "Declaration") and upon the terms and conditions therein contained, as follows:

A) Use of common driveways for vehicular and pedestrian ingress and egress to and from public streets such common driveways being located on the common area (said common area being described in section 1.10 of the Declaration) portions of the other owner's Lots as more particularly set forth in section 3.1.1 of the Declaration.

EXHIBIT A-3

JPA PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Parcel 11 as shown on that certain Parcel Map 9356 filed in the office of the recorder of Alameda County, State of California on December 8, 2008 in Book 310 of Maps, at Pages 79-86.

Assessor's Parcel No. : 905-0018-020

Parcel 2:

Non-Exclusive Reciprocal Easements for the purposes stated below appurtenant to Parcel One as created in that certain Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Montevina Phase I" Recorded December 17, 2008, as Instrument No. 2008-353660, Alameda County Official Records (The "Declaration") and upon the terms and conditions therein contained, as follows:

A) Use of common driveways for vehicular and pedestrian ingress and egress to and from public streets such common driveways being located on the common area (said common area being described in section 1.10 of the Declaration) portions of the other owner's Lots as more particularly set forth in section 3.1.1 of the Declaration.