

RECORDING REQUESTED BY
County of San Mateo

Parcel Nos. 040-030-080 (Por)
and 040-030-090 (Por)

WHEN RECORDED MAIL TO:
Real Property Services
County of San Mateo
455 County Center, 5th Floor
Redwood City, CA 94063

Exempt from recording fees – Government entity exempt under G.C. §6103

AGREEMENT TO EXCHANGE REAL PROPERTY
(C.O.P. No. 2689)

This Agreement to Exchange Real Property (“Agreement”) is entered into on this _____, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California (“County”) and BAY MEADOWS MAIN TRACK INVESTORS LLC, a Delaware limited liability company (“Bay Meadows Investors”) (together County and Bay Meadows Investors are hereafter referred to as the “Parties”);

RECITALS

- I. **WHEREAS**, Section 25365 of the Government Code authorizes the Board of Supervisors of a County, by a four-fifths vote, to exchange real property of equal value with any person, firm or corporation, for the purpose of removing defects in the title; and
- II. **WHEREAS**, County owns fee title to certain land situated in the City of San Mateo, commonly referred to as the San Mateo Event Center, referred to herein as the “Event Center”, described in Exhibit “A” and identified as “Original Parcel 1”; and
- III. **WHEREAS**, Bay Meadows Investors owns fee title to certain land situated in the City of San Mateo, commonly referred to as the Bay Meadows Track, referred to herein as the “Bay Meadows Property”, described in Exhibit “B” and identified as “Original Parcel 2”; and
- IV. **WHEREAS**, as a result of the proposed development of the Bay Meadows Property, Bay Meadows Investors proposed certain property line

adjustments in the Bay Meadows Phase II Specific Plan Amendment approved November 7, 2005 by the City of San Mateo, to better align Delaware Street as it extends south to create a regular intersection with the easterly extension of 28th Avenue; and

- V. **WHEREAS**, the proposed alignment of Delaware Street crosses an undeveloped portion of the Event Center and runs in close proximity to the Event Hall structure fronting on Delaware Street, and defects in title may exist as a result of these conditions; and
- VI. **WHEREAS**, for setback and other purposes, including the correction of potential defects in title, County desires to acquire that certain portion of Original Parcel 2 described in Exhibit "C" and identified as "Transferred Area 1"; and
- VII. **WHEREAS**, Bay Meadows Investors desires to acquire that certain portion of Original Parcel 1, described in Exhibit "D" and identified as "Transferred Area 2; and
- VIII. **WHEREAS**, Transferred Area 1, consisting of .24 acres, and Transferred Area 2, consisting of .22, acres are approximately the same in size and value, as shown in Exhibits "G" and "H" respectively; and
- IX. **WHEREAS**, the Parties desire to exchange Transferred Area 1 for Transferred Area 2, which exchange will leave County with a resultant parcel described in Exhibit "E" and identified as "New Parcel 1", and Bay Meadows Investors with a resultant parcel described in Exhibit "F" and identified as "New Parcel 2".

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

- 1. **RECITALS.** The forgoing Recitals are true and correct.
- 2. **CONVEYANCE.** Bay Meadows Investors hereby agrees to quitclaim and transfer to County all right, title and interest in Transferred Area 1, and County hereby agrees to quitclaim and transfer to Bay Meadows Investors all right, title and interest in Transferred Area 2, when the conditions set forth in Section 2.1, 2.2 and 2.3 below are satisfied.

2.1 Title to Transfer Area 1 must be free and clear of all exceptions liens, encumbrances, unpaid taxes, penalties, leases (recorded and unrecorded), bonds, restrictions and reservations of record, except as may be specifically accepted by County. County shall provide notice to Bay Meadows Investors, in writing, when that title is acceptable.

2.2 Title to Transfer Area 2 must be free and clear of all exceptions, liens, encumbrances, unpaid taxes, penalties, leases (recorded and unrecorded), bonds, restrictions and reservations of record, except as may be specifically accepted by Bay Meadows Investors. Bay Meadows Investors shall provide notice to County, in writing, when title is acceptable.

2.3 Bay Meadows Investors has provided County with written notice that it has elected to discontinue racing on its Original Parcel 2, it being expressly understood that (i) failure to obtain substantially all of the historic allocation of racing dates from the horse racing board, or (ii) the temporary cessation of racing activities to accommodate the rehabilitation, reconstruction or renovation of the track facilities (absent written notice from Bay Meadows Investors) shall not be considered an election to discontinue racing.

3. **LOT LINE ADJUSTMENT.** In the event a "Lot Line Adjustment" application must to be filed with the City of San Mateo, the Parties hereto understand and agree that County assumes no responsibility and has no authority in the approval of said lot line adjustment, *provided, however*, that County shall reasonably cooperate in the preparation of the Lot Line Adjustment application, including, but not limited to, executing the Lot Line Adjustment application as co-applicant. All costs of the preparation of the Lot Line Adjustment application shall be paid in full by Bay Meadows Investors. Should the reconfiguration contemplated herein not be approved or accomplished by lot line adjustment or other valid means, this transaction shall be null and void; however, all costs incurred by County in the preparation of this Agreement shall be paid in full by Bay Meadows Investors.
4. **ESCROW.** Upon execution of this Agreement, the Parties hereto shall open an escrow, at a Title Company to be agreed upon mutually by the Parties, for the consummation of the exchange herein contemplated (the "Escrow").
5. **EASEMENT OF RECORD.** The Parties acknowledge that by instrument recorded in the official records of San Mateo County on March 26, 1956, in book/reel 2992 of Official Records at Page/image 429, the County granted California Jockey Club an easement for parking purposes incidental to the lawful use of the Bay Meadows Race Track, together with the right of ingress and egress, which easement encumbers a portion of the Event Center. The Parties acknowledge that this easement is terminable when Bay Meadows Investors provides written notice to terminate racing, as described in Section 2.3 of this Agreement.

6. **QUIET ENJOYMENT.** Any construction, improvements, maintenance or repair caused by the realignment of Delaware, or other activity by Bay Meadows Investors, shall be undertaken in such a commercially reasonable manner so as to minimize the impact or interference with the use and occupancy of the County's Original Parcel 1 or New Parcel 1. Any such activities or work shall be subject to existing public access rights, if any, and Bay Meadows Investors shall make reasonable accommodations to at all times allow reasonable public access to and from County owned property. After the completion of any such improvements, maintenance or repair work, Bay Meadows Investors shall promptly remove all materials, supplies, refuse and debris placed or permitted to be placed at or near the work site, and shall return the work site and all immediately adjacent areas to their condition prior to the commencement of such work. All work on any County owned property performed by or for Bay Meadows Investors shall be performed on a lien-free basis. County shall provide temporary construction easements and temporary rights of entry necessary for work and improvements, inclusive of the driveway and accompanying left-hand turn lane into County's New Parcel 1, described in this Section 7 of this Agreement.
7. **IMPROVEMENTS.** Bay Meadows Investors agrees that it will cause all work and improvements on Delaware Street, and all work required as a result of such improvements and work, inclusive of the driveway and accompanying left-hand turn lane for southbound traffic on Delaware Street into the Event Center, any signalization, utility installations, reconfiguration of parking aisles and spaces, paving and striping, relocations or repair work, necessary drainage improvements and traffic safety measures imposed by the City of San Mateo, to be completed at no cost to County, *provided, however*, that the County shall not require further improvements beyond those described herein. It is understood that the left hand turn lane shall be approximately 200 feet in length and the driveway opening shall be located substantially as shown in Exhibit "G". Bay Meadows Investors will keep the area free and clear of all mechanic's liens and other such liens on account of work done for or persons claiming thereunder. Bay Meadows Investors agrees to and shall indemnify, defend and hold harmless County from any and all liability, loss, damage, costs, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to or for or persons claiming under Bay Meadows Investors.

If Bay Meadows Investors contests any claim of mechanic's lien, it shall furnish adequate security for the value or in the amount of the claim, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount, conditioned on the discharge of the lien. If a final judgment establishing the validity or existence of a lien for any amount is

entered, the Bay Meadows Investors shall immediately pay and satisfy the same.

8. **APPROVAL OF PLANS.** Prior to commencing the improvements to Delaware Street, Bay Meadows Investors shall submit a landscaping and streetscape plan, consistent with the Bay Meadows Phase II Specific Plan Amendment approved November 7, 2005 by the City of San Mateo, to County for its review and approval. Said review and approval shall include the landscaping, streetscape and improvements impacting the entire southwesterly property line of County's New Parcel 1 beginning at 25th Street. Said approval shall not be unreasonably withheld or delayed. Said approval by the County of the landscaping and streetscape plan, consistent with the Bay Meadows Phase II Specific Plan Amendment approved November 7, 2005 would be solely in its capacity as a neighboring property owner, and not as a regulatory agency with police powers.

9. **INDEMNITY.** It is agreed that Bay Meadows Investors shall defend, save harmless and indemnify the County from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement or which result from the negligent acts or omissions of Bay Meadows Investors.

In the event of concurrent negligence, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or any may hereafter be modified.

10. **AGREEMENT RUNS WITH THE LAND.** This Agreement shall be deemed, and is intended, to run with the land and shall be binding upon and shall inure to the benefit of the Parties and their heirs, representatives, successors and assigns.

11. **HAZARDOUS WASTE.** During the time in which Bay Meadows Investors and its predecessor in interest Bay Meadows Land Company, LLC has owned the property described in Exhibit "C", neither Bay Meadows Investors, nor Bay Meadows Land Company, LLC has used, generated, manufactured, produced, stored or disposed of, on under or about the property described in Exhibit "C" or transported to or from said property any hazardous materials, other than those used in the day to day operations of horse racing.

12. **FAILURE OF IMPROVEMENT PLANS.** If, following the transfer of properties as described herein, Delaware Street is not improved, or if it is improved but not dedicated and accepted by City of San Mateo, it shall be

maintained by Bay Meadows Investors. At County's request, Bay Meadows Investors shall convey an access easement to the Event Center, acceptable to County, for County and County's patrons at a reasonable location along the southwesterly property line of County's New Parcel 1.

13. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance, shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, unless such court decision defeats the purpose of this Agreement, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
14. **MORTGAGEE PROTECTION.** The breach of any restriction or other provision of this Agreement shall not defeat or render invalid or unenforceable the lien of any bona-fide first mortgage or deed of trust made in good faith and for value on the New Parcel 2 from a bona-fide third party institutional lender, but all other restrictions and other provisions of this Agreement shall, except as otherwise set forth herein, be binding and effective against any owner whose title is acquired by foreclosure, trustee's sale or otherwise.
15. **NOTICES.** Any notice to be given hereunder shall be by U.S. Certified Mail, prepaid, and addressed to the intended party, or personally delivered, as follows:

If to County:

County Manager
400 County Center
Redwood City, California 94063
Attn: Real Property Services
Fax No.: (650) 363-4832

If to Bay Meadows Investors:

Bay Meadows Main Track
Investors, LLC
1200 Park Place, Suite 200
San Mateo, CA 94403
Fax: 415-905-5083

With copy to:

Wilson Meany Sullivan
Four Embarcadero Center,
Suite 3330
San Francisco, CA 94111
Att: Thomas F. Daniel

Fax: (515) 905-5093

And a copy to:

Gibson, Dunn & Crutcher LLP
333 S. Grand Avenue
Los Angeles, CA 90071
Attn: Amy R. Forbes
Phone: 213-229-7151
Fax: 213-229-6151

16. **PROCESSING COSTS.** Bay Meadows Investors agrees to bear all costs of application fees, escrow fees, title insurance, recording fees, and transfer tax incurred in this transaction and all staff fees incurred in preparation of this Agreement.
17. **FURTHER ASSURANCES.** The Parties agree to cooperate with each other and to execute, deliver and record such other agreements and documents, including but not limited to reasonable estoppel certificates upon request, and to take such other actions as are reasonably necessary or helpful to more effectively consummate the transactions contemplated under this Agreement and to carry out its purpose and intent.
18. **RECORDATION.** This Agreement shall be recorded in the Office of the San Mateo County Recorder, at the sole expense of Bay Meadows Investors.
19. **NO NEW GRANTS OR EASEMENTS.** Except for the transfer of property interests set forth in Section 2 of this Agreement and the temporary construction easements and rights of entry referred to in Section 6 of this Agreement, nothing in this Agreement is intended to, or shall constitute, the grant to Bay Meadows Investors of any permanent or temporary lease, easement, right to enter, use or encumber any portion of real property owned by the County. Any permanent easements or rights on, over or along County owned property that may be desired or necessary for the development or construction contemplated by Bay Meadows Investors, including without limitation any slope, drainage, or roadway easements, will have to be the subject of a separate negotiation and agreement. Except for the transfer of property interests set forth in Section 2 of this Agreement and the temporary construction easements and rights of entry referred to in Section 6 of this Agreement, no approval by the County of any plans or drawings as contemplated in this Agreement shall include or be construed as a grant of easement, or right of entry or use.

IN WITNESS WHEREOF, the Parties have executed this Agreement to Exchange Real Property on the day and year first above written.

"PARTIES"

BAY MEADOWS MAIN TRACK INVESTORS, a Delaware limited liability company

By: _____

Its: _____

ATTEST:

Clerk of Said Board

Resolution No. _____

COUNTY OF SAN MATEO, a political subdivision of the State of California

By: _____
President, Board of Supervisors

ATTEST:

Clerk of Said Board

Resolution No. _____

EXHIBIT 'A'
Legal Description

Original Parcel 1

All that real property situated in the City and County of San Mateo, State of California being described as follows:

That parcel of land described in that Grant Deed recorded on March 26, 1956 in Volume 2992 at Page 506, San Mateo County Official Records.

DRAFT



Kevin R Weiss

Date

02/28/07

Prepared by: JMH Weiss, Inc.

EXHIBIT 'B'
Legal Description

Original Parcel 2

All that real property situated in the City and County of San Mateo, State of California being described as follows:

Parcel 2 of Parcel Map 409, as said map was filed for record on August 30, 2006 in Book 77 of Parcel Maps, at Pages 14 through 17, San Mateo County Records.

DRAFT



Kevin R Weiss

Date

02/28/07

Prepared by: JMH Weiss, Inc.

EXHIBIT 'C'
Legal Description
Transferred Area 1

All that real property situated in the City and County of San Mateo, State of California being described as follows:

Being a portion of Parcel 2, Parcel Map 409, as said map was filed for record on August 30, 2006 in Book 77 of Parcel Maps, at Pages 14 through 17, San Mateo County Records and being described as follows:

Beginning at a northwesterly corner of said Parcel 2; said point also being a point on the northerly line of Delaware Street, as said street is shown on said Parcel Map 409; thence along said northerly line of Delaware Street and an easterly line of said Parcel 2, South 33°56'30" East, 369.20 feet; thence continuing along said easterly line, South 33°56'30" East 259.27 feet; thence leaving said easterly line, along a non-tangent curve to the right having a radial bearing of North 44°22'40" East and a radius of 811.00 feet through a central angle of 00°04'27" for an arc length of 1.05 feet; thence North 45°32'53" West 57.67 feet; thence along a tangent curve to the right having a radius of 800.00 feet through a central angle of 14°21'32" for an arc length of 200.49 feet; thence North 31°11'21" West 155.12 feet to a point on a westerly line of said Parcel 2, said westerly line also being the northerly line of Delaware Street, as said street is shown on said Parcel Map 409; thence along said westerly line of Parcel 2, North 26°30'08" West, 87.91 feet; thence along a tangent curve to the left having a radius of 1000.00 feet through a central angle of 7°26'22" for an arc length of 129.84 feet to the **Point of Beginning**.

Said described Area 1 containing 10,308 square feet (0.24 acres) more or less.

Attached hereto is a plat labeled "Exhibit 'B' -- Plat to Accompany Legal Description" and by this reference is made a part hereof.

Kevin R Weiss
02/28/07
Prepared by: JMH Weiss, Inc.

Date



EXHIBIT 'D'
Legal Description
Transferred Area 2

All that real property situated in the City and County of San Mateo, State of California being described as follows:

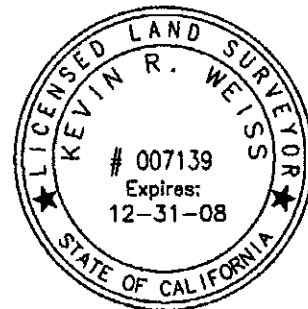
Being a portion of that parcel of land described in that Grant Deed recorded on March 26, 1956 in Volume 2992 at Page 506, San Mateo County Official Records and being described as follows:

Beginning at the most southerly corner of said parcel described by said Grant Deed; thence along the westerly line of said Parcel, North 33°56'30" West 246.92 feet (the bearing of said westerly line taken as North 33°56'30" West for purposes of this description); thence leaving said westerly line along a non-tangent curve to the left having a radial bearing of North 44°22'40" East and a radius of 811.00 feet through a central angle of 10°43'30" for an arc length of 151.81 feet; thence South 56°20'49" East 89.68 feet; thence South 58°26'49" East 22.36 feet to a point on the southerly line of said parcel; thence along said southerly line, South 56°53'03" West 87.89 feet to the **Point of Beginning**.

Said described area containing 9,599 square feet (0.22 acres) more or less.

Attached hereto is a plat labeled "Exhibit 'B' – Plat to Accompany Legal Description" and by this reference is made a part hereof.

DRAFT



Kevin R Weiss
02/28/07
Prepared by: JMH Weiss, Inc.

Date

EXHIBIT 'E'
Legal Description
New Parcel 1

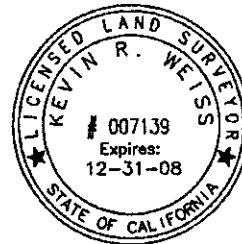
All that real property situated in the City and County of San Mateo, State of California being described as follows:

Being all of that parcel of land described in that Grant Deed recorded on March 26, 1956 in Volume 2992 at Page 506 of San Mateo County Official Records and a portion of Parcel 2 of Parcel Map 409, as said map was filed for record on August 30, 2006 in Book 77 of Parcel Maps, at Pages 14 through 17, San Mateo County Records and being described as follows:

Beginning at the northeasterly corner of said Parcel 2, said corner also being a westerly corner of Parcel 1 of said Parcel Map 409; thence along the northerly line of said Parcel 2, South 56°53'03" West 521.42 feet; thence leaving said northerly line, North 58°26'49" West 22.36 feet; thence South 56°20'49" East 89.68 feet; thence along a tangent curve to the right having a radius of 811.00 feet through a central angle of 10°47'56" for an arc length of 152.86 feet; thence North 45°32'53" West 57.67 feet; thence along a tangent curve to the right having a radius of 800.00 feet through a central angle of 14°21'32" for an arc length of 200.49 feet; thence North 31°11'21" West 155.12 feet a point on a northerly line of said Parcel 2; said northerly line also being the easterly line of Delaware Street, as said Street is shown on said Parcel Map 409; thence along said easterly line, North 26°30'08" West 87.91 feet; thence along a tangent curve to the left having a radius of 1000.00 feet through a central angle of 7°26'22" for an arc length of 129.84 feet; thence South 33°56'30" East 369.20 feet to a southwesterly corner of that parcel of land described by said Grant Deed recorded on March 26, 1956; thence along the westerly and northerly lines of said described parcel: South 89°53'45" East 453.40 feet; thence North 00°06'15" East 1305.46 feet to a point on the southerly line of Saratoga Drive, as shown on that certain Tract Map entitled "Bay Meadows No. 1", which was filed for record on June 1, 1999 in Book 129 of Maps at Page 47 – 57, San Mateo County Records; thence along said Saratoga Drive, South 89°53'45" East 28.07 feet; thence along a tangent curve to right having a radius of 1000.00 feet through a central angle of 35°20'20" for an arc length of 616.78 feet; thence South 54°33'25" East 642.21 feet to the northeasterly corner of Parcel 1 of said Parcel Map 409; thence along the northerly line of said Parcel 1 and leaving said southerly line of Saratoga Drive, South 56°52'35" West 165.68 feet; thence along a non-tangent curve to the left having a radial bearing of South 01°32'14" East and a radius of 675.00 feet through a central angle of 94°17'51" for an arc length of 1110.92 feet to the **Point of Beginning**.

Said described area containing 23.05 acres, more or less.

Attached hereto is a plat labeled "Exhibit 'B' – Plat to Accompany Legal Description" and by this reference is made a part hereof



Kevin R Weiss
02/28/07

Date

Prepared by: JMH Weiss, Inc.

EXHIBIT 'F'
Legal Description
New Parcel 2

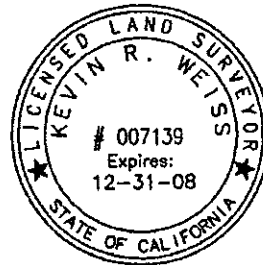
All that real property situated in the City and County of San Mateo, State of California being described as follows:

Being all of Parcel 2 of Parcel Map 409, as said map was filed for record on August 30, 2006 in Book 77 of Parcel Maps, at Pages 14 through 17, San Mateo County Records and a portion of that parcel of land described in that Grant Deed recorded on March 26, 1956 in Volume 2992 at Page 506, San Mateo County Official Records being described as follows:

Beginning at the northeasterly corner of said Parcel 2, said corner also being a westerly corner of Parcel 1 of said Parcel Map 409; thence along the northerly line of said Parcel 2, South 56°53'03" West 521.42 feet; thence leaving said northerly line, North 58°26'49" West 22.36 feet; thence South 56°20'49" East 89.68 feet; thence along a tangent curve to the right having a radius of 811.00 feet through a central angle of 10°47'56" for an arc length of 152.86 feet; thence North 45°32'53" West 57.67 feet; thence along a tangent curve to the right having a radius of 800.00 feet through a central angle of 14°21'32" for an arc length of 200.49 feet; thence North 31°11'21" West 155.12 feet a point on a northerly line of said Parcel 2; said northerly line also being the easterly line of Delaware Street, as said Street is shown on said Parcel Map 409; thence along said easterly line, South 26°30'08" East 162.18 feet; thence along the boundary lines of said Parcel 2: South 56°03'30" West 80.68 feet; thence North 26°30'08" West 163.85 feet; thence South 56°03'30" West 49.74 feet; thence South 33°56'30" East 393.04 feet; thence North 51°01'30" East 5.02 feet; thence South 33°56'30" East 2309.46 feet; thence along a tangent curve to the left having a radius of 2789.84 feet through a central angle of 2°57'46" for an arc length of 144.26 feet; thence South 50°57'11" East 70.37 feet; thence along a non-tangent curve to the right having a radial bearing of North 84°47'04" East and a radius of 38.00 feet through a central angle of 27°38'05" for an arc length of 18.33 feet; thence North 22°25'09" East 320.85 feet; thence North 34°02'03" West 299.56 feet; thence North 25°52'09" West 84.49 feet; thence North 34°02'03" West 172.28 feet; thence North 51°01'43" East 220.84 feet; thence North 38°09'18" West 7.39 feet; thence North 34°02'01" West 1041.71 feet; thence along a non-tangent curve to the left having a radial bearing of North 37°48'51" West and a radius of 3238.46 feet through a central angle of 3°25'44" for an arc length of 193.81 feet; thence North 37°27'27" West 337.54 feet to the **Point of Beginning**.

Said described area containing 27.99 acres, more or less.

Attached hereto is a plat labeled "Exhibit 'B' – Plat to Accompany Legal Description" and by this reference is made a part hereof



Kevin R Weiss

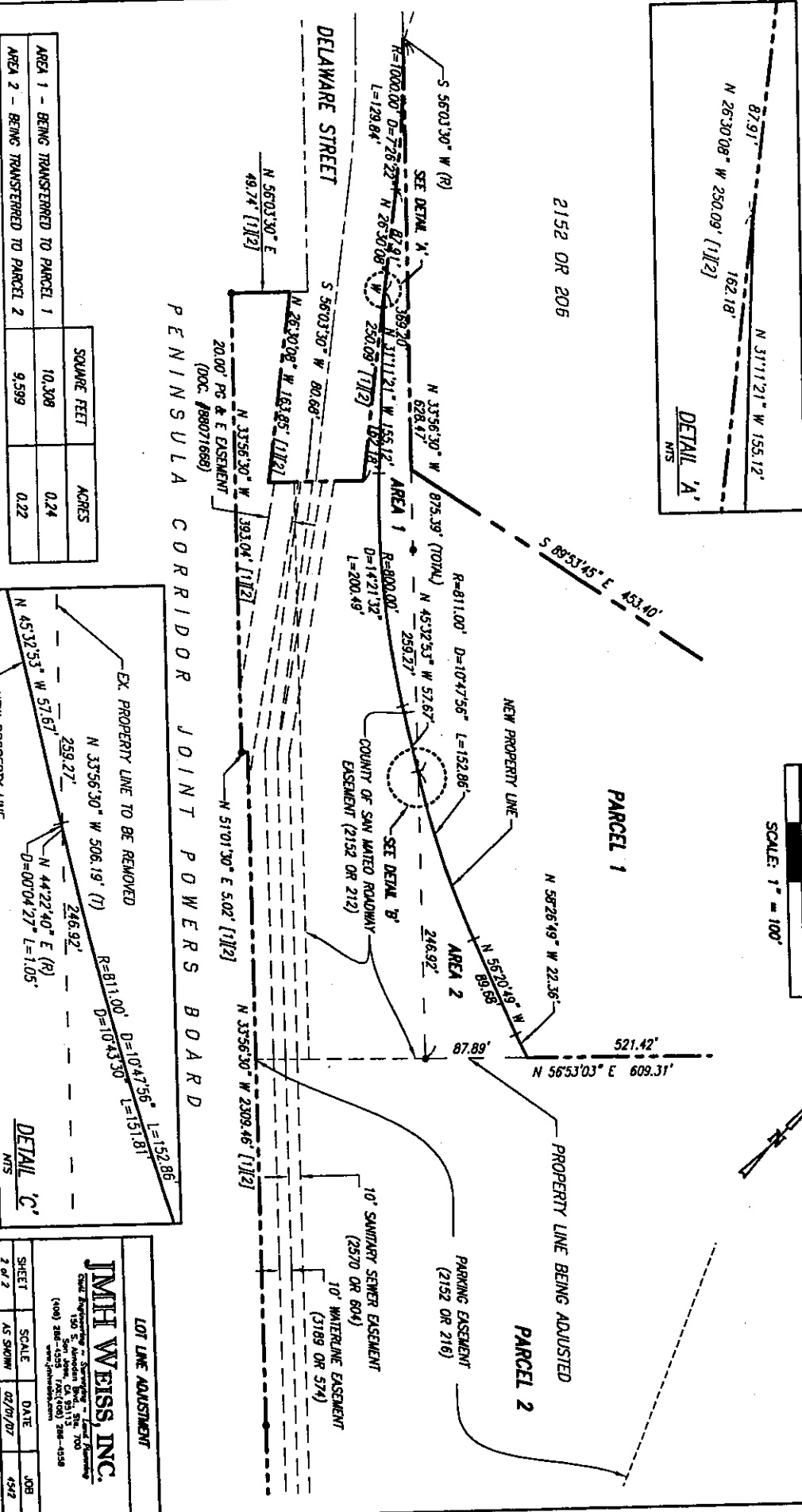
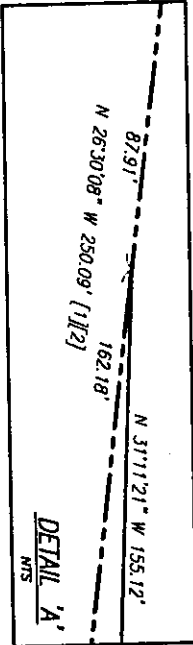
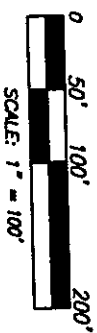
Date

02/28/07

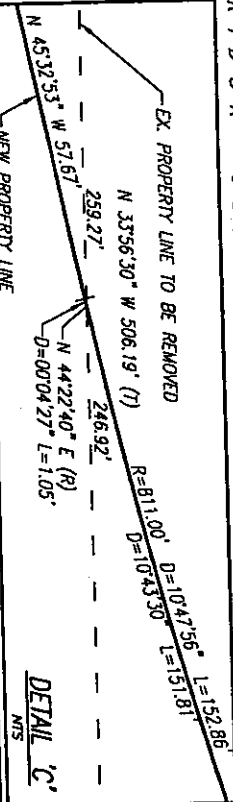
Prepared by: JMH Weiss, Inc.

Exhibit "H"

NOTE: SCALE SHOWN IS FOR ORIGINAL LEGAL SIZE PLOT. MAY BE REDUCED FROM ORIGINAL.



AREA	SQUARE FEET	ACRES
AREA 1 - BEING TRANSFERRED TO PARCEL 1	10,308	0.24
AREA 2 - BEING TRANSFERRED TO PARCEL 2	9,599	0.22



LOT LINE ADJUSTMENT

JMH WEISS, INC.

Civil Engineering & Surveying - Land Planning
150 S. Anderson Dr., Suite 113, San Mateo, CA 94401
(408) 388-4555 / Fax: (408) 388-4558
www.jmhweiss.com

SHEET	SCALE	DATE	JOB
2 of 2	AS SHOWN	02/09/07	4547

ONE NAME: E:\jwb\14542.dwg Windows Architect/Behaviors Land Shape\144-023802.dwg LIST EDITOR: Wed Feb 26 2007 11:28am
USER: cddy, AutoCAD V17.05 (MS Tech), Microsoft Windows XP Version 5.1 (x86)