

**RECORDING REQUESTED BY:**  
Riverside Public Financing Authority

**AND WHEN RECORDED MAIL TO:**  
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660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660  
Attn: Brian P. Forbath, Esq.

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[Space above for Recorder's use.]

This document is recorded for the benefit of the Riverside Public Financing Authority, and the recording is fee-exempt under Section 27383 of the Government Code.

**FIRST SUPPLEMENT TO GROUND LEASE**

By and between

CITY OF RIVERSIDE

and

RIVERSIDE PUBLIC FINANCING AUTHORITY

Dated as of June 1, 2019

Relating to

\$ \_\_\_\_\_  
RIVERSIDE PUBLIC FINANCING AUTHORITY  
LEASE REVENUE BONDS, SERIES 2019B (MAIN LIBRARY PROJECT)

## FIRST SUPPLEMENT TO GROUND LEASE

This First Supplement to Ground Lease (this "First Supplement to Ground Lease") is made and entered into as of June 1, 2019, by and between the CITY OF RIVERSIDE, a municipal corporation and charter city duly organized and existing under and by virtue of the Constitution and laws of the State of California and the City's Charter, as lessor (the "City"), and the RIVERSIDE PUBLIC FINANCING AUTHORITY, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California, as lessee (the "Authority"), and supplements and amends, in part, that certain Ground Lease between the City, as lessor, and the Authority, as lessee, dated as of August 1, 2012 and recorded in the official records of the County of Riverside (the "County") on August 14, 2012 as Document No. 2012-0386625 (the "Ground Lease").

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

WHEREAS, the City has entered into the Ground Lease with the Authority for the purpose of leasing to the Authority, as lessee thereunder, the real property (including all existing improvements thereon) described in Exhibit A thereto; and

WHEREAS, the City and the Authority desire to enter into this First Supplement to Ground Lease in order to facilitate the issuance of those certain \$\_\_\_\_\_ Riverside Public Financing Authority Lease Revenue Bonds, Series 2019B (Main Library Project) (the "Series 2019B Bonds"); and

WHEREAS, the Series 2019B Bonds are being issued as Additional Bonds under that certain Indenture, dated as of August 1, 2012 (the "Indenture"), by and among U.S. Bank National Association, as Trustee (the "Trustee"), the Authority and the City, pursuant to which the Authority issued the Riverside Public Financing Authority Lease Revenue Refunding Bonds, Series 2012A (the "Series 2012A Bonds") in the aggregate principal amount of \$41,240,000; and

WHEREAS, pursuant to Section 7.03 of the Ground Lease the City and the Authority reserved the right to amend the Ground Lease in accordance with the provisions of the Lease Agreement (hereinafter defined); and

WHEREAS, pursuant to Section 7.03 of the Ground Lease and Section 10.07 of the Lease Agreement, dated as of August 1, 2012 (the "Original Lease Agreement"), as supplemented by the First Supplement to Lease Agreement, dated as of June 1, 2019 (collectively, the "Lease Agreement") by and between the City, as lessee, and the Authority, as lessor, the City and the Authority reserved the right to amend the Ground Lease and the Original Lease Agreement in connection with the issuance of Additional Bonds; and

WHEREAS, the parties hereto have agreed to amend the Ground Lease as described herein, which amendments do not adversely affect the interests of the Owners of the Series 2012A Bonds or any Additional Bonds;

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 Ground Lease.

**SECTION 2. Amendment to the Property.** The Property as described in Exhibit A of the Ground Lease is hereby amended and supplemented by deleting Exhibit A in its entirety and substituting the attached Exhibit A therefor.

**SECTION 3. References to Indenture.** From and after the date of the issuance of the Series 2019B Bonds, all references in the Ground Lease to “Indenture” shall refer to the Indenture as supplemented by the First Supplemental Indenture, dated as of June 1, 2019, by and among the City, the Authority and the Trustee as may be amended from time to time.

**SECTION 4. References to Lease Agreement.** From and after the date of the issuance of the Series 2019B Bonds, all references in the Ground Lease to “Lease Agreement” shall refer to the Original Lease Agreement as supplemented by the First Supplement to Lease Agreement dated as of June 1, 2019 by and among the City, the Authority and the Trustee as may be amended from time to time.

**SECTION 5. Term; Termination.** Article VI of the Ground Lease is amended to read, in its entirety, as follows:

**“TERM; TERMINATION**

**Section 6.01 Term.** The term of this Ground Lease shall commence as of the date of commencement of the term of the Lease Agreement and shall remain in full force and effect from such date to and including November 1, 20\_\_, unless such term is extended or sooner terminated as hereinafter provided.

**Section 6.02 Extension; Early Termination.** If, on November 1, 20\_\_, the Bonds shall not be fully paid, or provision therefor made in accordance with Article X of the Indenture, or the Indenture shall not be discharged by its terms, or if the Rental Payments payable under the Lease Agreement shall have been abated at any time, then the term of this Ground Lease shall be automatically extended until the date upon which all Bonds shall be fully paid, or provision therefor made in accordance with Article X of the Indenture, and the Indenture shall be discharged by its terms, except that the term of this Ground Lease shall in no event be extended more than ten years. If, prior to November 1, 20\_\_, all Bonds shall be fully paid, or provisions therefor made in accordance with Article X of the Indenture, and the Indenture shall be discharged by its terms, the term of this Ground Lease shall end simultaneously therewith.”

**SECTION 6. No Other Amendments.** Except as expressly set forth in Sections 2 through 5 above, all other provisions of the Ground Lease remain in full force and effect.

**SECTION 7. Counterparts.** This First Supplement to Ground 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.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the parties have caused this First Supplement to Ground Lease to be executed by their duly authorized officers on the date and year first above written.

CITY OF RIVERSIDE

By: \_\_\_\_\_  
Chief Financial Officer

ATTEST:

\_\_\_\_\_  
City Clerk

RIVERSIDE PUBLIC FINANCING AUTHORITY

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

ATTEST:

\_\_\_\_\_  
Secretary

Approved as to Form  
By: \_\_\_\_\_  
Rosemary Koo  
Senior Deputy City Attorney

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in the real property legally described in Exhibit A attached hereto conveyed under the foregoing to the Riverside Public Financing Authority, a joint exercise of powers entity organized and existing under and by virtue of the laws of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Riverside Public Financing Authority, pursuant to authority conferred by resolution of the Board of Directors of the Riverside Public Financing Authority adopted on \_\_\_\_\_, 2019, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: June \_\_, 2019

RIVERSIDE PUBLIC FINANCING AUTHORITY

By: \_\_\_\_\_  
Its: Treasurer

ATTEST:

By: \_\_\_\_\_  
Its: Secretary



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,

personally appeared \_\_\_\_\_, who 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.

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

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

**EXHIBIT A**

**DESCRIPTION OF THE LEASED PREMISES**

**[TO COME]**