

**SECOND SUPPLEMENT TO  
LEASE AGREEMENT**

**By and between**

**CITY OF RIVERSIDE**

**and**

**RIVERSIDE PUBLIC FINANCING AUTHORITY,**

**Dated as of October 1, 2024**

**Relating to**

**\$ \_\_\_\_\_  
RIVERSIDE PUBLIC FINANCING AUTHORITY  
LEASE REVENUE BONDS, SERIES 2024A**

## SECOND SUPPLEMENT TO LEASE AGREEMENT

THIS SECOND SUPPLEMENT TO LEASE AGREEMENT, dated as of October 1, 2024 (“Second Supplement to Lease Agreement”), is entered into by and between 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 (the “Authority”), and 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 lessee (the “City”), supplements and amends, in part, that certain Lease Agreement between the City, as lessee, and the Authority, as lessor, dated as of August 1, 2012, and the First Supplement to Lease Agreement, dated as of June 1, 2019 (the “Original Lease” and, together with the Second Supplement to Lease Agreement, the “Lease”), as evidenced by that certain Memorandum of Lease Agreement between the City and the Authority 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. 2012-0386626, as supplemented by the Memorandum of First Supplement to Lease Agreement between the City and the Authority dated as of June 1, 2019, and recorded in the official records of the County on June 13, 2019 as Document No. 2019-0213501.

### WITNESSETH:

WHEREAS, pursuant to the Government Code of the State of California, the City may enter into leases and agreements relating to real property to be used by the City; and

WHEREAS, the Authority is authorized pursuant to the laws of the State of California to provide financial assistance to the City by acquiring, constructing and financing various public facilities, land and equipment and the leasing of facilities, land and equipment for the use, benefit and enjoyment of the public; and

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

WHEREAS, the City and the Authority desire to enter into this Second Supplement to Lease Agreement in order to facilitate the issuance of those certain \$\_\_\_\_\_ Riverside Public Financing Authority Lease Revenue Bonds, Series 2024A (the “Series 2024A Bonds”), which shall be treated as Additional Bonds under the terms of the Lease, to finance and refinance the acquisition and construction of certain capital improvements as may be designated from time to time, including, but not limited to, a museum and related improvements, to be owned and operated by the City (collectively, the “Museum Project”), and to provide funds for the refunding of the Riverside Public Financing Authority Lease Revenue Refunding Bonds, Series 2012A (the “Series 2012A Bonds”), and the City has agreed to lease the Property (described in Exhibit A hereto) from the Authority; and

WHEREAS, the Series 2024A Bonds are being issued as Additional Bonds under that certain Indenture, dated as of August 1, 2012, as supplemented by the First Supplemental Indenture, dated as of June 1, 2019, and the Second Supplemental Indenture, dated as of October 1, 2024 (collectively, the “Indenture”), each by and among U.S. Bank Trust Company, National Association, as trustee (the

“Trustee”), the Authority and the City, and in accordance with the representations, covenants and warranties of the City and the Authority pursuant to Article VIII of the Original Lease; and

WHEREAS, pursuant to Section 10.07 of the Original Lease, the City and the Authority reserved the right to amend the Original Lease from time to time, including in connection with the issuance of Additional Bonds; and

WHEREAS, to facilitate the issuance of the Series 2024A Bonds, the City and the Authority desire to amend the Original Lease as described herein; and

WHEREAS, the parties have determined that the amendments contained herein do not adversely affect the interests of the Owners of the Bonds, the Series 2024A Bonds or any other Additional Bonds;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

**SECTION 1. Definitions.** Unless the context otherwise requires, the capitalized terms used herein shall have the meanings specified in the Lease and the Indenture. The following definitions set forth in Section 1.01 of the Original Lease are amended to mean the following, or added to Section 1.01 of the Original Lease, as applicable:

“**Bonds**” means the Series 2019B Bonds, the Series 2024A Bonds, and all Additional Bonds.

“**Series 2024A Bonds**” means the \$\_\_\_\_\_ Riverside Public Financing Authority Lease Revenue Bonds, Series 2024A.

“**Termination Date**” means November 1, 20\_\_, unless extended or sooner terminated as provided in Section 2.02 of the Lease.

**SECTION 2. Base Rental Payment Schedule.** The Base Rental Payment Schedule as shown in Exhibit B of the Original Lease is hereby amended and supplemented by deleting said Exhibit B in its entirety and substituting the attached Exhibit B therefor.

**SECTION 3. Additional Property.** The Property as shown in Exhibit A of the Original Lease is hereby amended and supplemented by deleting said Exhibit A in its entirety and substituting the attached Exhibit A therefor.

**SECTION 4. No Other Amendments.** Except as expressly set forth in Sections 1 through 4 above, all other provisions of the Lease remain in full force and effect.

**SECTION 5. Prepayment.**

(a) The City may prepay all or a portion of the Base Rental Payments attributable to the Series 2024A Bonds which are payable on or after October 15, 20\_\_, from any source of available funds, on any date on or after October 15, 20\_\_, by paying (i) all or a portion, as selected by the City, of the principal components of such Base Rental Payments, and (ii) the accrued but

unpaid interest component of such Base Rental Payments to be prepaid to the date of such prepayment.

(b) The City may prepay, from any source of available funds, all or any portion of the Base Rental Payments attributable to the Series 2024A Bonds by depositing with the Trustee moneys or securities as provided, and subject to the terms and conditions set forth, in Article X of the Indenture sufficient to make such Base Rental Payments when due or to make such Base Rental Payments through a specified date on which the City has a right to prepay such Base Rental Payments pursuant to subsection (a) of this Section, and to prepay such Base Rental Payments on such prepayment date, at a prepayment price determined in accordance with subsection (a) of this Section.

(c) If less than all of the Base Rental Payments attributable to the Series 2024A Bonds are prepaid pursuant to this Section then, as of the date of such prepayment pursuant to subsection (a) of this Section, or the date of a deposit pursuant to subsection (b) of this Section, the principal and interest components of such Base Rental Payments shall be recalculated in order to take such prepayment into account. The City agrees that if, following a partial prepayment of such Base Rental Payments, the Property is damaged or destroyed or taken by eminent domain, or a defect in title to the Property is discovered, the City shall not be entitled to, and by such prepayment waives the right of, abatement of such prepaid Base Rental Payments and the City shall not be entitled to any reimbursement of such Base Rental Payments.

(d) If all of the Base Rental Payments are prepaid in accordance with the provisions of this Lease Agreement then, as of the date of such prepayment pursuant to subsection (a) of this Section and, if applicable, the corresponding provisions hereof relating to the prepayment of Base Rental Payments attributable to Additional Bonds, or deposit pursuant to subsection (b) of this Section and, if applicable, such corresponding provisions, and payment of all other amounts owed under this Lease Agreement, the term of this Lease Agreement shall be terminated.

(e) Prepayments of Base Rental Payments attributable to the Series 2024A Bonds made pursuant to this Section shall be applied to the redemption of Series 2024A Bonds as directed by the City and as provided in Section 4.01 of the Indenture.

(f) Before making any prepayment pursuant to this Article, the City shall give written notice to the Authority and the Trustee specifying the date on which the prepayment will be made, which date shall be not less than 45 nor more than 60 days from the date such notice is given to the Authority.

**SECTION 6. Representations, Covenants and Warranties.** Except as expressly set forth in this Second Supplement to Lease Agreement, the Representations, Covenants and Warranties of the City and the Authority contained in Article VIII of the Lease remain in full force and effect.

**SECTION 7. Assignment.** The City and the Authority hereby acknowledge the assignment of the Lease (except for the Authority's obligations and its rights to give consents or approvals hereunder), and the Base Rental Payments payable hereunder, to the Trustee pursuant to the Second Supplement to Assignment Agreement.

**SECTION 8. Counterparts.** This Second Supplement to Lease Agreement 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 Authority has caused this Second Supplement to Lease to be executed in its name by its duly authorized officers, and the City has caused this Second Supplement to Lease to be executed in its name by its duly authorized officers, as of the date first above written.

CITY OF RIVERSIDE

By: \_\_\_\_\_  
Edward Enriquez  
Assistant City Manager/Chief Financial Officer/  
Treasurer

ATTEST:

\_\_\_\_\_  
Donesia Gause  
City Clerk

RIVERSIDE PUBLIC FINANCING AUTHORITY

By: \_\_\_\_\_  
Edward Enriquez  
Treasurer

ATTEST:

\_\_\_\_\_  
Donesia Gause  
Secretary

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed under the foregoing to the City of Riverside, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Riverside (the “City Council”), pursuant to authority conferred by resolution of the said City Council adopted on September 17, 2024, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: October 1, 2024

CITY OF RIVERSIDE

By: \_\_\_\_\_  
Edward Enriquez  
Chief Financial Officer/City Treasurer

ATTEST:

\_\_\_\_\_  
Donesia Gause  
City Clerk

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCEL A:CITY HALL

ALL THAT PORTION OF BLOCK 9, RANGE 7 OF THE TOWN OF RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, PORTION OF BLOCK 9, RANGE 6 OF THE TOWN OF RIVERSIDE, KNOWN AS MARTHA G. DAVIS RESUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 2, PAGE 34 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH A PORTION OF MAIN STREET (VACATED) AND A PORTION OF NINTH STREET (VACATED) ADJOINING SAID BLOCKS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF NINTH STREET WITH THE CENTERLINE OF MAIN STREET;  
THENCE SOUTH 60° 56' 43" EAST, ALONG SAID CENTERLINE OF NINTH STREET, 202.56 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THAT CERTAIN ALLEY DEDICATED AND ACCEPTED FOR PUBLIC USE FOR ALLEY PURPOSES AS PARCEL 1 BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE, RESOLUTION NO. 12705, RECORDED JANUARY 6, 1976 AS INSTRUMENT NO. 1389 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE SOUTH 29° 01' 52" WEST, ALONG SAID NORTHEASTERLY PROLONGATION AND ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 358.83 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 38.00 FEET NORTHEASTERLY AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF TENTH STREET;  
THENCE NORTH 60° 57° 01" WEST, ALONG SAID PARALLEL LINE 202.51 FEET TO SAID CENTERLINE OF MAIN STREET;  
THENCE NORTH 60° 56' 58" WEST, CONTINUING ALONG SAID PARALLEL LINE 208.62 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN ALLEY DEDICATED AND ACCEPTED FOR PUBLIC USE FOR ALLEY PURPOSES AS PARCEL 2 BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE BY SAID RESOLUTION NO. 12705;  
THENCE NORTH 29° 02' 52" EAST, ALONG SAID SOUTHEASTERLY LINE AND ALONG ITS NORTHEASTERLY PROLONGATION, A DISTANCE OF 370.88 FEET TO LINE WHICH IS PARALLEL WITH AND DISTANT 12.00 FEET NORTHEASTERLY AS MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF NINTH STREET;  
THENCE SOUTH 60° 56' 29" EAST, ALONG SAID PARALLEL LINE 208.47 FEET TO ITS INTERSECTION WITH SAID CENTERLINE OF MAIN STREET;  
THENCE SOUTH 29° 02' 49" WEST, ALONG SAID CENTERLINE OF MAIN STREET, 12.00 FEET TO THE POINT OF BEGINNING.



SAID LAND IS DESCRIBED PURSUANT TO A CERTIFICATE OF COMPLIANCE RECORDED OCTOBER 7, 1983 AS INSTRUMENT NO. 208259 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 215-372-013-2 AND 215-372-014-3

PARCEL B: POLICE PATROL BUILDING - PORTION

LOT 6 IN BLOCK 41 AS SHOWN BY MAP ENTITLED "MAP OF SUBDIVISION OF LOTS 3, 4, 5 AND 6, BLOCK 41, ARLINGTON HEIGHT," ON FILE IN BOOK 6, PAGE 86 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF THE SOUTHWESTERLY ONE-HALF OF ST. LAWRENCE STREET VACATED BY RESOLUTION RECORDED JUNE 26, 1987 AS INSTRUMENT NO. 183105 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY.

EXCEPTING THEREFROM THAT PORTION OF LOT 6 IN BLOCK 41 AS SHOWN BY MAP ENTITLED "MAP OF SUBDIVISION OF LOTS 3, 4, 5 AND 6, BLOCK 41, ARLINGTON HEIGHTS," ON FILE IN BOOK 6, PAGE 86 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF LOT 5 IN SAID BLOCK 41 DISTANT THEREON, NORTH 56° 00' EAST 580.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 5; THENCE NORTH 34° 00' WEST, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 457.80 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 34° 00' WEST, 200.20 FEET TO THE SOUTHEASTERLY LINE OF LOT 3 IN SAID BLOCK 41;  
THENCE SOUTH 56° 00' WEST, ALONG SAID SOUTHEASTERLY LINE OF LOT 3, A DISTANCE OF 185.95 FEET TO THE NORTHEASTERLY LINE OF LOT 7 (KNOWN AS STORM DITCH) IN SAID BLOCK 41;  
THENCE SOUTH 46° 30' EAST, ALONG SAID NORTHEASTERLY LINE 207.11 FEET;  
THENCE NORTH 56° 00' EAST, PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 5, A DISTANCE OF 141.13 FEET TO SAID TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 6 IN BLOCK 41, AS SHOWN BY MAP ENTITLED "MAP OF SUBDIVISION OF LOTS 3, 4, 5 AND 6, BLOCK 41, ARLINGTON HEIGHTS" ON FILE IN BOOK 6, PAGE 86 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF LOT 5 IN SAID BLOCK 41 DISTANT THEREON, NORTH 56° 00' EAST, 580.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 5;  
THENCE NORTH 34° 00' WEST, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 323.67 FEET TO THE NORTHERLY LINE OF LOT 7 (KNOWN AS STORM DITCH) IN SAID BLOCK 41 AND TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 34° 00' WEST, 136.13 FEET;

THENCE SOUTH 56° 00' WEST, PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT 6, A DISTANCE OF 141.13 FEET TO SAID NORTHERLY LINE OF LOT 7;  
THENCE SOUTH 46° 30' EAST, 49.36 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 65.00 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 61.26 FEET THROUGH A CENTRAL ANGLE OF 54° 00' 00";  
THENCE NORTH 79° 30' EAST, 101.30 FEET TO SAID TRUE POINT OF BEGINNING; THE PRECEDING THREE COURSES BEING ALONG SAID NORTHERLY LINE OF LOT 7.

EXCEPTING THEREFROM THE SOUTHEASTERLY 4.00 FEET OF SAID LAND AS CONVEYED TO THE CITY OF RIVERSIDE , A MUNICIPAL CORPORATION BY DEED RECORDED APRIL 16, 1993 AS INSTRUMENT NO. 141564 OF OFFICIAL RECORDS.

APN: PORTION OF 231-260-052-9

PARCEL C: POLICE PATROL BUILDING - PORTION

THAT PORTION OF LOT 5 IN BLOCK 41, AS SHOWN BY MAP ENTITLED "MAP OF SUBDIVISION OF LOTS 3, 4, 5 AND 6, BLOCK 41, ARLINGTON HEIGHTS," ON FILE IN BOOK 6, PAGE 86 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT DISTANT THEREON, NORTH 56° 00' EAST, 580.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT;  
THENCE NORTH 34° 00' WEST, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT, 301.86 FEET TO THE SOUTHERLY LINE OF LOT 7 (KNOWN AS STORM DITCH) IN SAID BLOCK 41;  
THENCE NORTH 79° 30' EAST, 165.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 90.00 FEET;  
THENCE SOUTHEASTERLY TO THE RIGHT ALONG SAID CURVE ON ARC LENGTH OF 157.87 FEET, THROUGH A CENTRAL ANGLE OF 100° 30' 00";  
THENCE SOUTH, TANGENT TO SAID CURVE, 124.3 FEET TO SAID SOUTHEASTERLY LINE OF LOT 5;  
THE PRECEDING THREE COURSES BEING ALONG SAID SOUTHERLY LINE OF LOT 7;  
THENCE SOUTH 56° 00' WEST, ALONG SAID SOUTHEASTERLY LINE 120.9 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHEASTERLY 4.00 FEET OF SAID LAND AS CONVEYED TO THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION BY DEED RECORDED APRIL 16, 1993 AS INSTRUMENT NO. 141564 OF OFFICIAL RECORDS.

APN: PORTION OF 231-260-052-9

PARCEL D: POLICE PATROL BUILDING - REMAINDER

THAT PORTION OF LOT 7 (KNOWN AS STORM DITCH) IN BLOCK 41 AS SHOWN BY MAP ENTITLED "MAP OF SUBDIVISION OF LOTS 3, 4, 5 AND 6 BLOCK 41, ARLINGTON

HEIGHTS, ON FILE IN BOOK 6, PAGE 86 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF LOT 5 IN SAID BLOCK 41 DISTANT THEREON, NORTH 56° 00' EAST, 580.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 5;

THENCE NORTH 34° 00' WEST, PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 5, A DISTANCE OF 323.67 FEET TO THE NORTHERLY LINE OF SAID OF 7.

EXCEPTING THEREFROM THE SOUTHEASTERLY 4.00 FEET OF SAID LAND AS CONVEYED TO THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION BY DEED RECORDED APRIL 16, 1993 AS INSTRUMENT NO. 141564 OF OFFICIAL RECORDS.

APN: PORTION OF 231-260-052-9

PARCEL E: CORPORATE YARD

THAT PORTION OF LOTS 3, 4 AND 5 AND A PORTION OF ST. LAWRENCE STREET (VACATED) IN BLOCK 50 OF ARLINGTON HEIGHTS, AS SHOWN BY MAP ON FILE IN BOOK 11, PAGES 20 AND 21 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST LINE OF SAID LOT 5 IN BLOCK 50 AND A LINE PARALLEL WITH AND DISTANT 44.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF LINCOLN AVENUE AS SHOWN ON SAID MAP OF ARLINGTON HEIGHTS;

THENCE SOUTH 56°00' WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 40.00 FEET TO THE CENTER LINE OF SAID ST. LAWRENCE STREET (VACATED);

THENCE NORTH 34°00' WEST, ALONG SAID CENTER LINE A DISTANCE OF 656.00 FEET TO THE ITS INTERSECTION WITH THE SOUTHWESTERLY PROLONGATION OF THE NORTHWEST LINE OF SAID LOT 5;

THENCE SOUTH 56°00' WEST, ALONG SAID SOUTHWESTERLY PROLONGATION, A DISTANCE OF 40.00 FEET TO THE SOUTHWEST LINE OF SAID ST. LAWRENCE STREET (VACATED);

THENCE NORTH 34°00' WEST, ALONG SAID SOUTHWEST LINE A DISTANCE OF 394.00 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 340.00 FEET;

THENCE SOUTH 34°00' EAST A DISTANCE OF 131.50 FEET;

THENCE SOUTH 86°20' EAST A DISTANCE OF 36.81 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 144.00 FEET;

THENCE NORTH 83°30' EAST A DISTANCE OF 43.33 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 119.68 FEET TO A LINE PARALLEL WITH AND DISTANT 50.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHEAST LINE OF LOTS 5 AND 6 IN BLOCK 50 AS SHOWN ON SAID MAP OF ARLINGTON HEIGHTS, HEREINAFTER REFERRED TO AS "POINT A"

THENCE SOUTH 34° 00' EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 336.00 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 60.00 FEET TO THE NORTHEAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED TO THE CITY OF RIVERSIDE, RECORDED OCTOBER 10, 2009 AS DOCUMENT NO. 2009-0519335 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO KNOWN AS THE PRENDA SPUR;

THENCE SOUTH 34°00' EAST, ALONG SAID NORTHEAST LINE, A DISTANCE OF 544.00 FEET TO THE MOST EASTERLY CORNER THEREOF AND THE NORTHWEST LINE OF LINCOLN AVENUE AS SHOWN ON SAID MAP OF ARLINGTON HEIGHTS;

THENCE SOUTH 56°00' WEST, ALONG SAID NORTHWEST LINE A DISTANCE OF 651.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE NORTH 34°00' WEST ALONG THE SOUTHWEST LINE OF SAID LOT 5, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT "POINT A" DESCRIBED HEREINABOVE;

THENCE SOUTH 34°00' EAST, ALONG A LINE PARALLEL WITH AND DISTANT 50.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHEAST LINE OF LOTS 5 AND 6 IN BLOCK 50 AS SHOWN ON SAID MAP OF ARLINGTON HEIGHTS, A DISTANCE OF 42.00 FEET;

THENCE SOUTH 56°00' WEST A DISTANCE OF 26.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 56°00' WEST A DISTANCE OF 62.00 FEET;

THENCE SOUTH 34°00' EAST A DISTANCE OF 294.00 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 62.00 FEET

THENCE NORTH 34°00' WEST A DISTANCE OF 294.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT "POINT A" DESCRIBED HEREINABOVE;

THENCE SOUTH 34°00' EAST, ALONG A LINE PARALLEL WITH AND DISTANT 50.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE NORTHEAST LINE OF LOTS 5 AND 6 IN BLOCK 50 AS SHOWN ON SAID MAP OF ARLINGTON HEIGHTS, A DISTANCE OF 42.00 FEET;

THENCE SOUTH 56°00' WEST A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 56°00' WEST A DISTANCE OF 180.00 FEET;

THENCE SOUTH 34°00' EAST A DISTANCE OF 80.00 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 156.00 FEET;

THENCE SOUTH 34°00' EAST, A DISTANCE OF 201.00 FEET;

THENCE NORTH 56°00' EAST A DISTANCE OF 24.00 FEET

THENCE NORTH 34°00' WEST A DISTANCE OF 281.00 FEET TO POINT OF BEGINNING.

APN: PORTION OF 231-260-024

PARCEL F: INTENTIONALLY DELETED.

PARCEL G: INTENTIONALLY DELETED.

PARCEL H: INTENTIONALLY DELETED.

PARCEL I: BOBBY BONDS PARK

LOT 4 AND THE NORTH ONE-HALF OF LOT 5 OF CASTELMAN'S ADDITION, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 19 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

APN: 221-040-025-2

PARCEL J: FUTURE LIBRARY SITE

THAT PORTION OF BLOCK 7, RANGE 9 AND BLOCK 7, RANGE 8 AND THAT PORTION OF FAIRMOUNT BOULEVARD (FORMERLY ALMOND STREET) (VACATED) ALL WITHIN THE TOWN OF RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 17 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 7, RANGE 9;  
THENCE SOUTH 60 DEG. 57' 10" EAST ALONG THE SOUTHERLY LINE OF SEVENTH STREET, A DISTANCE OF 33.00 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE CENTER LINE OF FAIRMOUNT BOULEVARD;  
THENCE SOUTH 60 DEG. 57' 21" EAST ALONG THE SOUTHERLY LINE OF SEVENTH STREET, 175.88 FEET TO A POINT;  
THENCE SOUTH 29 DEG. 02' 13" WEST, A DISTANCE OF 330.49 FEET TO A POINT IN THE NORTHERLY LINE OF UNIVERSITY AVENUE;  
THENCE NORTH 60 DEG. 57' 59" WEST ALONG THE NORTHERLY LINE OF UNIVERSITY AVENUE, A DISTANCE OF 175.88 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE CENTER LINE OF FAIRMOUNT BOULEVARD;  
THENCE NORTH 60 DEG. 56' 15" WEST ALONG THE NORTHERLY LINE OF UNIVERSITY AVENUE, A DISTANCE OF 183 FEET;  
THENCE NORTH 28 DEG. 59' 18" EAST, A DISTANCE OF 160.26 FEET TO A POINT;  
THENCE SOUTH 60 DEG. 56' 42" EAST, A DISTANCE OF 5.00 FEET TO A POINT;  
THENCE NORTH 28 DEG. 59' 18" EAST, A DISTANCE OF 170.26 FEET TO A POINT;  
THENCE SOUTH 60 DEG. 57' 10" EAST ALONG THE SOUTHERLY LINE OF SEVENTH STREET, A DISTANCE OF 145.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID DESCRIPTION IS MADE PURSUANT TO CERTIFICATE OF COMPLIANCE WAIVER OF PARCEL MAP NO. VAC-1-812, RECORDED AUGUST 11, 1982 AS INSTRUMENT NO. 138420 OF OFFICIAL RECORDS.

APN: 214-252-016-7 & 213-261-027-8

APN: 215-372-013-2, 014-3, 231-260-052-9, 024-4, 221-040-025-2, 214-252-016-7 & 213-261-027-8

***[LEGAL DESCRIPTION OF MUSEUM PROPERTY TO BE ADDED]***

**EXHIBIT B**

**COMBINED BASE RENTAL PAYMENT SCHEDULE FOR 2019B BONDS AND 2024A BONDS**

<i>Date</i>	<i>Principal Component</i>	<i>Interest Component</i>	<i>Total Base Rental</i>
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**BASE RENTAL PAYMENT SCHEDULE FOR 2012 BONDS**

*Date*                      *Principal Component*      *Interest Component*      *Total Base Rental*



**BASE RENTAL PAYMENT SCHEDULE FOR 2019 BONDS**

*Date*                      *Principal Component*      *Interest Component*      *Total Base Rental*