

RECORDING REQUESTED BY:
Riverside Public Financing Authority

AND WHEN RECORDED MAIL TO:
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, California 92660
Attn: Brian P. Forbath, Esq.

[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 ASSIGNMENT AGREEMENT

By and between

RIVERSIDE PUBLIC FINANCING AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of June 1, 2019

Relating to

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

FIRST SUPPLEMENT TO ASSIGNMENT AGREEMENT

This First Supplement to Assignment Agreement, dated as of June 1, 2019 (the "First Supplement to Assignment Agreement"), is made and 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"), as assignor, and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, as trustee (the "Trustee"), as assignee, and supplements that certain Assignment Agreement between the Authority and the Trustee, 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. 2012-0386627 (the "Assignment Agreement");

W I T N E S S E T H:

WHEREAS, the Authority and the City of Riverside (the "City") have entered into a certain Ground Lease, dated as of August 1, 2012, recorded on August 14, 2012 in the official records of the County as Document No. 2012-03886625, as supplemented by that certain First Supplement to Ground Lease dated as of June 1, 2019, as recorded concurrently herewith (collectively, the "Ground Lease"), whereby the City has leased to the Authority certain real property, including the improvements thereon, described in Exhibit A to the First Supplement to Ground Lease and in Exhibit A hereto (the "Property"); and

WHEREAS, the Authority and the City have entered into a certain Lease Agreement, dated as of August 1, 2012, as supplemented by that certain First Supplement to Lease Agreement dated as of June 1, 2019 and recorded concurrently herewith (collectively, the "Lease"), whereby the Authority has leased to the City, and the City has leased from the Authority, the Property (as defined therein); and

WHEREAS, the Authority has assigned absolutely, without recourse, all of its rights to receive the Base Rental Payments scheduled to be paid by the City under and pursuant to the Lease to the Trustee and certain of its other rights, title and interest under the Lease, pursuant to the Assignment Agreement; and

WHEREAS, the Authority has assigned absolutely, without recourse, all of its rights to, under and pursuant to the Ground Lease to the Trustee, pursuant to the Assignment Agreement; and

WHEREAS, the Authority and the Trustee desire to enter into this First Supplement to Assignment Agreement 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 "Original Indenture") as supplemented by that First Supplemental Indenture dated as of June 1, 2019 (the "Supplemental Agreement"), each by and among the Trustee, the Authority and the City; and

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 used herein shall have the meanings specified in the Lease and the Indenture.

Section 2. Issuance of Series 2019B Bonds. From and after the date of the issuance of the Series 2019B Bonds, the Series 2019B Bonds shall constitute Additional Bonds subject to the provisions of the Assignment Agreement, and all references in the Assignment Agreement to the “Indenture” shall refer to the Indenture as supplemented by the Supplemental Agreement as further supplemented or amended from time to time. Furthermore, all references in the Assignment Agreement to the “Lease” shall refer to the Lease as defined in the recitals above.

Section 3. No Other Amendments. Except as expressly set forth in Section 2 above, all other provisions of the Assignment Agreement remain in full force and effect.

Section 4. Counterparts. This First Supplement to Assignment 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 parties have executed this First Supplement to Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

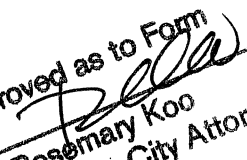
RIVERSIDE PUBLIC FINANCING AUTHORITY

By: _____
Treasurer

ATTEST:

Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]

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

[SIGNATURE PAGE TO FIRST SUPPLEMENT TO ASSIGNMENT AGREEMENT]

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

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

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)

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WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

DESCRIPTION OF THE PROPERTY

[TO COME]