

MASTER LEASE-PURCHASE AGREEMENT AMENDMENT

Dated As of: July 25, 2024

Master Lease-Purchase Agreement Dated as of: March 11, 2013

Lessee: City of Riverside

Reference is made to the above Master Lease-Purchase Agreement as amended ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). This Amendment modifies the terms and conditions of the Master Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by the parties hereto, Lessor and Lessee hereby agree to amend the Master Lease as follows.

1. Section 24 is hereby replaced with the following:

"24. FINANCIAL INFORMATION. Lessee agrees to furnish to lessor annual audited financial statements of Lessee within **210 days** of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor."

2. Section 28 is replaced with the following: **"28. ELECTRONIC SIGNATURES.** Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Related Document and/or (z) any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement, any other Related Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Related Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Related Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require Bank to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent Bank has agreed to accept any Electronic Signature, Bank shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of Lessee or any other Obligor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of Bank, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, Lessee hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among Bank, Lessee and Obligors, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Related Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) Bank may, at its option, create one or more copies of this Agreement, any other Related Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Related Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Related Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against any Affiliates of Bank for any liabilities arising solely from Bank's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of Lessee and/or any Obligor to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature. As used herein, "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record. "Obligor" means any Lessee, guarantor, surety, co-signer, endorser, general partner or other Person who may now or in the future be obligated to pay any of the liabilities under this Agreement. "Person" means any individual, business or other entity, or any governmental authority. "Related Documents" means this Agreement, the Lease, the Schedules, and any other instrument or document executed in connection with this Agreement or the Lease."

3. Except as expressly amended by this Amendment and other written instruments signed by Lessor and Lessee, the Master Lease remains unchanged and in full force and effect. The modifications made pursuant to this Amendment shall apply to all existing and future Schedules under the Master Lease.

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LEASE SCHEDULE

Dated as of: JULY 25, 2024

Lease No.: 1000150621

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated March 11, 2013.

- A. EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.
- B. EQUIPMENT LOCATION:** See Attached Schedule A-1
- C. [RESERVED.]**
- D. ESSENTIAL USE; CURRENT INTENT OF LESSEE:** Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.
- E. RENTAL PAYMENTS; LEASE TERM:** The Rental Payments to be paid by Lessee to Lessor, the interest rate at which the interest portion of the Rental Payments is calculated, the Taxable Rate, the commencement date and the Lease Term of this Lease Schedule are each set forth on the Payment Schedule attached to this Lease Schedule.
- F. RE-AFFIRMATION OF THE MASTER LEASE:** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).
- G. GOVERNMENT REGULATION. ANTI-CORRUPTION.**

(a) Representations and Warranties Regarding Anti-Corruption Laws and Sanctions. Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Lessee and its officers and employees and to the knowledge of Lessee its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Lessee or to the knowledge of Lessee any of its respective officers or employees, or (b) to the knowledge of Lessee, any agent of Lessee that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No advance, letter of credit, use of proceeds or other transaction contemplated by this Lease will violate Anti-Corruption Laws or applicable Sanctions.

(b) Compliance with Anti-Corruption Laws and Sanctions. Lessee shall maintain in effect and enforce policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

(c) Use of Proceeds. Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or its officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(d) Definitions. For the purposes of this Section G, the following terms shall have the following meanings: "Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign

MASTER LEASE-PURCHASE AGREEMENT AMENDMENT
Signature page

IN WITNESS, the parties hereto have executed this Amendment as of the date first referenced above.

CITY OF RIVERSIDE

(Lessee)

By: _____

Title: Assistant City Manager, CFO, Treasurer

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (as at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

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**LEASE SCHEDULE
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Lease Schedule as of the date first referenced above.

CITY OF RIVERSIDE

(Lessee)

By: _____

Title: Assistant City Manager, CFO, Treasurer

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

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SCHEDULE A-1
(Equipment List)

Expected Equipment Purchase Price	\$4,814,000.00
Net Amount Financed	\$4,814,000.00
Equipment Location:	Various locations throughout the City
Equipment Description:	Various vehicles and essential equipment

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

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SCHEDULE A-1
(Equipment List)

This Schedule A-1 is attached to the Lease Schedule **1000150621** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

CITY OF RIVERSIDE
(Lessee)

JPMORGAN CHASE BANK, N.A
(Lessor)

By: _____

By: _____

Title: Assistant City Manager, CFO, Treasurer

Title: Authorized Officer

Payment Schedule

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. **1000150621**
 Lease Schedule Dated: **July 25, 2024**
 Accrual Date **July 25, 2024**
 Amount Financed **\$4,814,000.00**
 Interest Rate **4.1490% per annum**
 Taxable Rate **5.2930% per annum**

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Principal Balance	Termination Value
1	01/25/2025	\$399,733.81	\$99,866.43	\$299,867.38	\$4,514,132.62	\$4,514,132.62
2	07/25/2025	\$399,733.81	\$93,645.68	\$306,088.13	\$4,208,044.49	\$4,208,044.49
3	01/25/2026	\$399,733.81	\$87,295.88	\$312,437.93	\$3,895,606.56	\$3,895,606.56
4	07/25/2026	\$399,733.81	\$80,814.36	\$318,919.45	\$3,576,687.11	\$3,576,687.11
5	01/25/2027	\$399,733.81	\$74,198.37	\$325,535.44	\$3,251,151.67	\$3,251,151.67
6	07/25/2027	\$399,733.81	\$67,445.14	\$332,288.67	\$2,918,863.00	\$2,918,863.00
7	01/25/2028	\$399,733.81	\$60,551.81	\$339,182.00	\$2,579,681.00	\$2,579,681.00
8	07/25/2028	\$399,733.81	\$53,515.48	\$346,218.33	\$2,233,462.67	\$2,233,462.67
9	01/25/2029	\$399,733.81	\$46,333.18	\$353,400.63	\$1,880,062.04	\$1,880,062.04
10	07/25/2029	\$399,733.81	\$39,001.89	\$360,731.92	\$1,519,330.12	\$1,519,330.12
11	01/25/2030	\$399,733.81	\$31,518.50	\$368,215.31	\$1,151,114.81	\$1,151,114.81
12	07/25/2030	\$399,733.81	\$23,879.88	\$375,853.93	\$775,260.88	\$775,260.88
13	01/25/2031	\$399,733.81	\$16,082.79	\$383,651.02	\$391,609.86	\$391,609.86
14	07/25/2031	\$399,733.81	\$8,123.95	\$391,609.86	\$0.00	\$0.00
	TOTALS	\$5,596,273.34	\$782,273.34	\$4,814,000.00		

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**Payment Schedule
Signature Page**

IN WITNESS WHEREOF, the parties hereto have executed this Payment Schedule as of the date first referenced above.

CITY OF RIVERSIDE

(Lessee)

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

By: _____

Title: Assistant City Manager, CFO, Treasurer

Title: Authorized Officer

PREPAYMENT SCHEDULE ADDENDUM
(Break Funding Premium)

Dated as of: July 25, 2024

Lease Schedule No.: 1000150621

Lessee: City of Riverside

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease and so long as Lessee gives Lessor at least 30 days prior written notice (the "Notice Period"), Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.
2. In addition to the prepayment amounts required by paragraph 1 above, a Break Funding Premium (a "Break Funding Premium") shall be due and payable if the net present value of (i) exceeds the net present value of (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap ("Original Swap Rate") including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap ("Current Swap Rate") which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap").

Net present values shall be calculated by using SOFR Swap Rates; no Break Funding Premium shall be due if the difference between the Original Swap Rate and Current Swap Rate is zero or negative.
3. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

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PREPAYMENT SCHEDULE ADDENDUM
Signature page

IN WITNESS WHEREOF, the parties hereto have executed this Prepayment Addendum as of the date first written above.

CITY OF RIVERSIDE

(Lessee)

By: _____

Title: Assistant City Manager, CFO, Treasurer

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer